

Farmers Cope With Their Latest Challenge: COVID-19

At a 1,200-acre parcel just north of Wahiawa, farmer Shin Ho gives a tour showing the recent fruits of her labor.

"We raise about 100,000 pounds of produce each month for local markets," said Ho, picking some ripe eggplants while inspecting her crops in the field.

Ho, general manager of Ho Farms Hawaii, leases about 70 acres of farmland from the state Agribusiness Development Corp. (ADC) to raise eggplant, cherry tomatoes, Japanese cucumbers, and long beans.

Since 1994, ADC has remained committed to protecting the future of agriculture in Hawaii by facilitating the industry's transformation from a dualcrop economy of sugar and pineapple to diversified agriculture. Two years ago, the Ho family decided to lease farmland at the former Galbraith Estate property now under ADC jurisdiction.

Ho said ADC's Galbraith parcel is in a centralized area suitable for her family's farming business. There is enough space to keep all of their farming equipment in one location to help keep their operating costs down. Her company also recently invested in constructing a giant shade house – a larger open-air version of a greenhouse – to help protect their crops.

"A greenhouse would be more of an enclosed structure that retains heat," Ho said while showing the new facility under construction. "A shade house keeps out the heat, but provides more ventilation."

The family company has previously faced numerous challenges by Mother Nature – drought, flooding and pests – that can physically harm or damage their crops. But never have they dealt with a situation like the Coronavirus pandemic, which has greatly disrupted the global and state's food supply chain.

The recent COVID-19 situation has led to many challenges for local farmers, as restaurants that depended on their produce have either closed or drastically reduced their services in response to new social distancing measures.

Because of the pandemic, the drop in demand for food was so sudden that no one really had time to prepare or react, Ho said.

ADC executive director James Nakatani said the agricultural industry is looking at ways to keep farmers operating in the short-term, and at how their marketplace will change in the long-term.

"Like a lot of industries here, the ag community is going to have to re-think how we do business," he said. "At the same time, this may cause more people to realize why Hawaii needs to invest more in food sustainability and diversified ag, since it has affected our food supply chain, and still does."

Ho agrees that farmers are going to have to be more creative and think outside the box.

"Because the restaurant business has shut down, we've had to be creative in finding new venues to sell our product like the Hawaii Farm Bureau's 'Farm-To-Car' service, other online food services, and farmers' markets," Ho said. "Some of the local grocery chains have also been taking in more of our product."





Ho Farms Hawaii General Manager Shin Ho provides a field tour, showing her latest harvest of eggplants and cherry tomatoes.



Farmer Shin Ho shows a giant shade house that her family is installing to help protect their crops.

(continued from page one)

Ho's father got into the farming business in 1991. Despite the latest challenges, Shin Ho remains undeterred in continuing her family's legacy in diversified ag.

"It's also about diversifying our local economy; raising more food locally and keeping this in open, green space," she said. "Hard work? Definitely. But to me, the end product – along with how it benefits customers and the economy – is what makes this job satisfying."

To learn more about ADC and our work in the community, go to our website at www.hdoa.hawaii.gov/adc.



About the COVID-19 Emergency Farmer Relief Program

As a result of the COVID-19 crisis, local farmers are experiencing hardship. In order to provide much-needed support to Hawaii's farmers, the Hawaii Department of Agriculture (HDOA) has developed a COVID-19 Emergency Farmer Relief Program, with the first round of checks distributed on April 22.

Drawing from \$250,000 in funding made possible through Governor Ige's March 4 emergency proclamation, the program supports farmers who have been hard hit by the current economic situation. Of the 333 individuals and associations that applied, 106 proposals were selected to receive amounts ranging from \$2,000 for individual farmers and ranchers to \$10,000 for nonprofits and agricultural associations that have been financially devastated by the COVID-19 pandemic. Thanks to the diligent work of HDOA, the majority of farmers and agricultural operations received their relief funds within just three weeks of applying.

For farmers who are still looking for financial support, HDOA's Agricultural



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Loan Division has also launched its Emergency Agricultural Loan Program, providing low-interest emergency loans and micro loans to eligible farmers. To take advantage of this program and apply for financial assistance, contact your HDOA office:

Oahu, Kauai, and Maui: (808) 973-9460 Hilo: (808) 933-9977 Kona: (808) 323-7591

ADC Updates: Improvements at Whitmore Property

Security improvements continue to be implemented at ADC's 230-acre parcel Whitmore property following complaints by adjacent neighbors regarding onsite criminal activity. ADC is ramping up its efforts immediately to secure and prepare the currently vacant lands for agricultural production.

The agency has hired around-the-clock security and begun clearing brush and trash at the site. In addition, a towing company was recently contracted to soon haul away abandoned vehicles left on the property.

ADC anticipates the land will be ready for farming by Summer 2020. We ask for the community's patience as changes continue to be made to make the area safer.

New Visitor Policy for ADC Satellite Office

Because of new health and safety

measures related to the COVID-19 situation, ADC has adjusted operations at its new Satellite Office at Whitmore, Oahu. Effective immediately, an appointment needs to be scheduled before visiting the Wahiawa office at 1116 Whitmore Avenue. You can make an appointment to meet with ADC Property Manager Lyle Roe by contacting him at (808) 622-6696 or lyle.t.roe@hawaii.gov. Thank you for your understanding with the ongoing situation.





Ag Notes JULY 2020 NEWSLETTER

ADC farmers on Kauai

For many years, Kalani'umi Martin's family grew taro in the Kekaha area of Kauai when he had thoughts of expanding the family's farming business.

"I wanted to get into the tropical fruit business," said the 42-year-old Native Hawaiian farmer, who notes the microclimate of the west side of Kauai creates optimal conditions to raise that type of local crop.

"Kekaha is the best place to grow mango," Martin said. "Flat land, endless sunshine makes it ideal to grow mangoes and other tropical fruit out here."

Since leasing five acres of land on Kauai from the State Agribusiness Development Corporation (ADC) four years ago, Martin has raised his mango orchard, along with other tropical fruit of avocado, guava and lilikoi.

"Kekaha has ideal growing conditions, it has the potential to be the breadbasket of Kauai," said ADC executive director James Nakatani.

Martin has already created a high-density mango tree orchard on his leased parcel. Most mango farms grow approximately 50 trees per acre, but Martin maximizes usage of the land by raising 600 trees per acre using a fairly new planting and pruning technique from India.

"It's turned out fairly well so far," he said.

With the recent economic impacts of COVID-19, he hopes there's a "greater appreciation" by the public and consumers of what local farmers produce. There has also been his recent share of challenges at his farming operations; some of it COVID-19 related, others dealing with Mother Nature.

"We had huge rains in March, where we lost 30 avocado trees," Martin said. "Hopefully, I can move forward next year with the next harvest."

He's considering a business venture in creating processed soda and other drinks using the cultivated mango as beverage syrup. And he wants to expand the acreage of his planting operation.

Martin, who's lived most of his life on Kauai, added: "To be able to farm in the place I live and love is all I can ask for. Kekaha is a beautiful place to be."

To learn more about ADC and our work in the community, go to our website at www.hdoa.hawaii.gov/adc.

Right: Martin and Mike Faye inspect white pirie mango trees



Above: Ripening rapozo mango on Kalaniumi Martin's farm on Agribusiness Development Corp. property in Kekaha.





Above: Field of keitt mango trees

ADC Continues to Restore Whitmore Farmland

This summer, ADC continues its work in removing abandoned vehicles left onsite in its ongoing effort to restore the 230-acre parcel Whitmore property for operational use. These and several security improvements have been made in response to complaints by adjacent neighbors regarding onsite criminal activity and vandalism.

A tow company was hired in early June and since has already removed over 100 abandoned vehicles from the area. Before the vehicles were hauled away, the owner of each vehicle needed to be identified and notified as required by law.

In the coming months, efforts will be made to clear brush, trash, and other debris from the area to prepare it for agricultural production. If you observe any suspicious activity on our property, please call 911 or contact ADC Property Manager Lyle Roe by contacting him at (808) 622-6696 or lyle.t.roe@hawaii.gov.

Thank you for your understanding with the ongoing situation as ADC works to continue making the site safer and care for our aina.

Right: Tow company Highway Response was recently contracted to clear away abandoned vehicles on ADC property in Whitmore. Since June 11 crews have so far removed over 100 vehicles from the area.





Please Continue to Support Our Local Farmers!

Our local farmers have been greatly affected by the recent COVID-19 pandemic that has impacted restaurants and other businesses that utilize their products.

Please continue to buy their produce and other locally-raised items at your local grocery store, area farmer's market and even online!

Left: Lettuce grown indoors at Mari's Gardens in Mililani



Ag Notes SEPTEMBER 2020 NEWSLETTER

ADC: Helping Farmers Take Root



An aerial shot of Agribusiness Development Corporation's Kekaha farmland property on Kauai.

For the past 25 years, the state Agribusiness Development Corporation (ADC) has been known for leasing state land to farmers to increase local food production. But there are other ways in which ADC contributes to the agricultural community.

Thanks to ADC lessee Corteva Agriscience, a 35-acre parcel on the west side of Kauai in Kekaha will be used as an incubator program to groom up-and-coming farmers. Corteva, a major member of the local corn seed industry, was looking for ways to use some leased land that wasn't scheduled for farming in the near future.

"While our company is known for raising and distributing seed corn, we also want to support the ag community in other ways," said Mark Stoutemyer of Corteva.

On Oahu, the company implemented a successful partnership at their Waialua

location, where 30 acres of ag land were donated by the organization to help incubate new farmers in the state. Some graduates of this program are now leasing lands from Corteva and launching into successful agricultural businesses supporting successful initiatives like Farm to School, Stoutemyer said.

"With that success, we were interested in duplicating this model in Kekaha on land leased from the ADC," Stoutemyer said. The goal was to find potential small farmers with a desire to expand into future leases with ADC parcels in Kekaha, but do not yet meet the minimum requirements to do so.

So far, Corteva has identified two farmer groups: one potential operation would grow wetland taro, the other vegetable crops. Stoutemyer said he hopes plans for both would be finalized in the coming months. "We always talk about food sustainability, but it's become even more important with the current pandemic," he said.

Aiding Hawaii Island papaya farmers

Longtime farmer Orlando Manuel has faced many challenges during his 45 years in growing papaya on the Big Island. But the 2018 Kilauea eruptions were probably the most daunting to his livelihood.

The lava flows covered over many acres of prime ag land in Puna, making it impossible for growing. The lingering vog also damaged numerous papaya trees as the acidic sulfur dioxide fumes burned off much of their leaves.

"It got pretty bad," Manuel said. "We had eruptions before, but this one was bad."



To help Manuel jump start his papaya farm production, ADC provided \$7,000 in "seed" money to accelerate his planting process. The funds went

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Helping Farmers Take Root Continued from pg. 1

to purchase 700 Rainbow papaya plantings raised by HARC (Hawaii Agriculture Research Center) that will hopefully speed up Manuel's next harvest.

By providing the more mature plantings ready to be put in the ground, farmers like Manuel don't need to take time to propagate the plants, according to HARC plant physiologist Maureen Fitch, Ph.D. With Rainbow papayas usually



taking about 8-9 months to mature for harvesting, Fitch said the availability of mature plantings rather than seedlings cuts down the planting cycle by between 1-3 months.

Since the Rainbow papaya plantings were raised at HARC's Kunia facility on Oahu, that meant others in the ag industry, such as Paina Hawaii LLC,



Staff of Hawaii Agriculture Research Center, including HARC plant physiologist Maureen Fitch (bottom photo), helped raise and transport papaya plantings to Hawaii Island farmers to help restart their operations.



provided help in transporting the plants over to the Big Island.

"We (HARC) approached ADC and asked them if they could help in this situation," Fitch said. "We're grateful for their assistance, as well as from others in the ag community because it means a quicker harvest for farmers like Orlando." Meanwhile, Manuel has already begun planting the first young papaya trees on his 25-acre farm.

"Hopefully, this time things will go better," he said.





ADC In The News

ADC tenant Shin Ho of Ho Farms Hawaii was recently featured in the news to discuss the important business relationship between local farmers and restaurants during this recent economic downturn. Click on the story link below to learn more about how Ho's produce is sold and distributed at local stores and businesses, and please remember to buy locally-raised foods to support our farmers!

https://www.kitv.com/story/42578447/diversity-andflexibility-is-how-an-oahu-farm-is-surviving-during-the-pandemic

Shin Ho of Ho Farms Hawaii was recently interviewed by KITV4 reporter Nicole Tam at her ADC Wahiawa parcel.



Ag Notes NOVEMBER 2020 NEWSLETTER

O Christmas Tree: Helemano Farms Opens Up For The Holiday Season



(Above) Thousands of Christmas trees grown at Helemano Farms outside Wahiawa are ready for this holiday season. (Photos below) Helemano Farms owner Aaron O′ Brien examines Norfolk and Cypress trees on ADC-leased property.

Walking along endless rows of Christmas trees planted at Helemano Farms in Wahiawa, Christmas tree farm owner Aaron O'Brien recalled his father's intent in founding the family business back in 2002.



"When my Dad was a child in California, he and his family would go to a farm to pick out their Christmas trees," said O'Brien, whose family continues to own and operate Helemano Farms on a 40-acre parcel leased from the State Agribusiness Development Corporation (ADC). "Dad always wanted to bring here that Mainland family tradition of the family choosing and cutting down a Christmas tree."

Years later, father Michael O'Brien decided Hawaii should have a Christmas tree farm for families. With an agricultural background and the help of his son, Aaron, Michael O'Brien began planting Norfolk pine trees in Whitmore Village in 2002. Michael ultimately planted more than 15,000 Norfolk trees, but passed away before seeing families at the farm. His family now runs Helemano Farms every year in his memory.

Located between the Whitmore Village community and the Naval Computer and Telecommunications Area Master Station just outside Wahiawa, Helemano Farms is now in its 13th year of supplying locally-grown Christmas trees to customers. The family-owned company is also one of ADC's longestrunning tenants utilizing ag-designated lands in the Wahiawa area.



O' Brien said the tree farm traditionally opens for customers on Black Friday the day after Thanksgiving. But in compliance with health and safety directives related to COVID-19, the operation opened one week earlier on Nov. 20 to space out the customer demand with over 5,000 Christmas trees for sale this holiday season. A-7 "We wanted to space out the customer flow as best as possible to encourage social distancing," said O'Brien, who noted the open-air setting will help with ventilation. "So instead of one customer service line, we'll have multiple lines to keep the customers distanced and separated from each other."

A recent tour of the Wahiawa tree farm shows four varieties of Christmas trees lined up in different stages of growth. To potentially avoid use of any major outside source of irrigation, the tree farm uses an on-site water catchment system and overnight condensation from the upper Wahiawa elevation to irrigate the trees.

"The Wahiawa area is based at the right height where the dew at night collects on the trees for part irrigation and the temperatures are cool enough during the day," O'Brien said. Taking home a fresh tree straight from the Wahiawa farm means a longer shelf life for the holiday season. Customers have the option of selecting and purchasing Leyland Cypress, Norfolk Pine, Murray Cypress and Carolina Cypress trees.

"The traditional cypress Christmas tree with the pine needles last about 4-6 weeks," O'Brien said. "The longer branch Norfolk trees can last up to several months."

"It's a seasonal crop we produce for the holiday season, but obviously it's a year-round operation with year-round maintenance," O'Brien said of the pruning and other maintenance of the trees to ready them for sale. "Perhaps we don't sell food crops, but like other local farmers, we grow and sell local products. So please continue to buy local." Helemano Farms is located at 1750 Whitmore Avenue. Their business hours are:

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Wednesdays. Thursdays and Fridays Noon to Sunset

> Saturdays and Sundays 10 a.m. to Sunset

Closed on Mondays and Tuesdays

For more information, call (808) 622-4287 or go to the company website at <u>www.helemanofarms.com</u>.



Helemano Farms staff secure a purchased Christmas tree on a customer's vehicle to be taken home.

Security Improvements Continue Around Whitmore Area ADC continues



Construction workers install a security fence along Uwalu Circle in Wahiawa to keep trespassers away from the nearby neighborhood.

ADC continues to make security improvements on and near its Whitmore properties.

ADC has been conducting routine enforcement sweeps on Uwalu Circle to address residents' concerns about criminal activity in the area. In addition to the sweeps, ADC hired a security firm to patrol the area and started construction of a security fence along Uwalu Circle to stop people from trespassing onto state property.

Construction of the fence is scheduled for completion by the end of December 2020.

On our other ADC properties, we have increased our security patrols and continue to remove abandoned vehicles via contracted towing company.

If the public sees suspicious activity on any of our properties, please contact 911 first. You can also call our ADC Wahiawa field office at (808) 622-6696, so we can follow-up.

Mahalo for your patience and cooperation!



Ag Notes JANUARY 2021 NEWSLETTER

Progress Made at ADC's Wahiawa Properties



(Above) Currently 80 percent of ADC's Galbraith Estate land outside Wahiawa is in use by farmers, with the remaining acreage to be occupied shortly pending state approval.

In the past year, Agribusiness Development Corporation (ADC) has made considerable progress in making our properties in Wahiawa and on Kauai more suitable for farming.

One example of this is our 1,200acre Galbraith Estate land north of Wahiawa, which the state purchased in 2012 for agricultural use.

Currently, 80 percent of the Galbraith Estate land is being cultivated by farmers growing food crops. The remaining 20 percent (240 acres) is undergoing preparations and should be utilized by the end of the year once the selected tenants receive approval by the Soil Conservation District on their respective soil conservation plan.

Some of the crops currently grown at the Galbraith site for the consumer market include bell peppers, tomatoes, cucumber, taro, eggplant, okra, papaya, citrus, avocado, banana,



ADC recently completed two on-site reservoirs to hold 13 million gallons of water for irrigation.

dragon fruit, watermelon, green onion, and ti leaves.

Water for irrigation was previously an issue, but has since been rectified. Repairs were made to the former Del Monte well (Bott Well) that provides much-needed water to the ADC property and tenants.

Two new reservoirs recently completed–10 million and 3 million gallons in size – are currently being filled with water to assist with farmers' irrigational needs.

"We acknowledge there were challenges, including clearing and tilling the land and providing the necessary irrigational improvements," said ADC executive director James Nakatani. "Now that we've taken those major steps this past year, we can move forward with our goal of 100 percent occupancy of the land."

Nakatani noted other improvements made in recent years at the Galbraith property:

- The removal of over 150 abandoned vehicles since last summer by a private towing company to eventually clear the area for agricultural use.
- Hiring of a new security firm, with increased patrols of our properties, particularly at night, to discourage illegal activity and theft/vandalism of our water infrastructure.

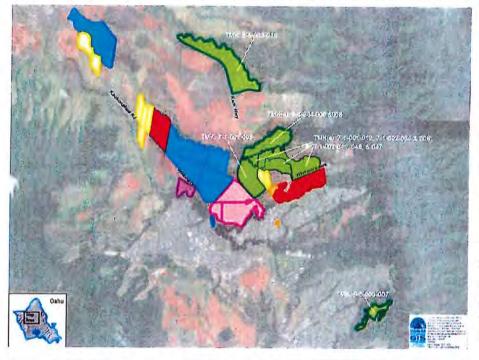
ADC wants to thank the community for their patience during our efforts to rehabilitate the land for cultivation.

NEXT STEPS FOR ADC

With the recent progress made at our Wahiawa properties, ADC is set to



begin soliciting applications in Spring 2021 for its remaining 1,200 acres in the Central Oahu area (see areas shaded in green on map). An official announcement will be made in Spring 2021 to interested farmers and the



general public.

Once applications are submitted, our ADC Board of Directors will then determine which applicants qualify as part of the selection process. Once the finalists are selected, we will begin negotiating terms of leases with the prospective tenants and announce new signees later this year.

Local farmers statewide have faced huge logistical and financial challenges from the recent pandemic, even greatly impacting tenants at our ADC properties on Oahu and Kauai. Regardless, our tenants have made major adjustments to their operations to continue providing much needed food supplies to our supermarkets, farmers' markets and other retail outlets.

We plan to build upon the state's goal of food sustainability by signing new tenants to our ADC lands and in continuing our partnerships with other key players in the agriculture community.

Christmas tree sales brisk at Helemano Farms





Aaron O'Brien inspects Christmas trees grown on his Wahiawa tree farm this past holiday season.

During this past holiday season, you may have seen the recent media coverage about our Christmas tree farm tenant, Helemano Farms.

Because of the high public demand for Christmas trees during this COVID-19 pandemic, Helemano Farms' entire seasonal inventory of 5,000 locally-raised Christmas trees was sold out by the first week of December!

Mahalo to the local community for their continual financial and moral support of our local farmers during these challenging times!



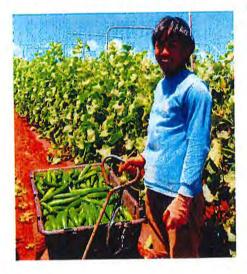
ADC Seeking Farming Tenants For Central Oahu Properties



ADC is accepting applications for agricultural use of its remaining parcels in Central Oahu.

The State Agribusiness Development Corporation (ADC) is currently accepting applications from interested farmers and cattle ranchers for its remaining vacant parcels in Central Oahu for potential agricultural production and pastoral use.

"After spending much of last year clearing the area, tilling the land and providing the necessary irrigational improvements, we can now move forward with our goal of full occupancy of our lands in Central Oahu," said ADC executive director James Nakatani.



The ADC has available vacant lands for agricultural production in four areas in Central Oahu – see link to general location map here: <u>https://hdoa.</u> <u>hawaii.gov/adc/files/2021/03/</u> <u>GENERAL-MAP.pdf</u>.



- Paalaa Uka, Kamehameha Hwy./Paalaa Uka Pupukea Rd., TMK: 6-4-003-016. Size: 511 Gross Acres, approximately 385 is usable for diversified farming. Minimum size lot for diversified agriculture operation is 100 acres.
- Whitmore Lands (North), Kamehameha Hwy., TMK(s)
 6-4-004-006 & 008. Size:
 234 Gross Acres, approximately
 162 acres is usable for diversified farming

- Whitmore Agricultural Lands, Whitmore Ave./Saipan Rd., TMK(s): 7-1-001-012, 7-1-002-041, 046, & 047, and 7-1-002-034 & 006. (These lands have been designated for green houses and orchards) Size: TMK: 7-1-001-012 (32 gross acres); TMK:7-1-002-041, 046 and 047 (205 gross acres); and TMK: 7-1-002-034, and 006 (179 gross acres) 416 Gross Acres, 280 Acres
- Mililani Mauka, Keni St., TMK: 9-5-003-007. Size: 91 Gross Acres, farmable acres TBD.



Multi-year licenses will be issued to farm designated lands, or occupy for pastural use based on merit. All applications will be rated and only the highest rated applicants will be selected.

Cattle ranchers may apply for the available parcels, however, preference will be given to crop farmers. Accordingly, we are seeking farmers and ranchers with the following requirements of a minimum five (5) years farming experience; or Owner-operator of an established farm conducting a substantial farming or cattle ranching operation. While not required, it is highly preferred that applicants be trained and certified in food safety and good agricultural practices.

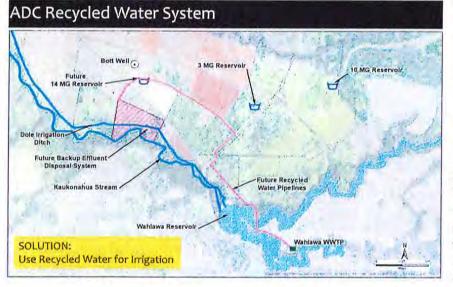
All applications will be rated on a scoring system based on the following:

- Years of farming experience
- Whether the proposed harvested crops appeal to consumers and will generate a profit.
- The applicant demonstrating adequate financial ability.
- The applicant demonstrating adequate goals and strategies in their business plan to achieve them.
- The applicant's proposed operation meeting basic regulatory requirements and industry standards regarding safety and sanitation.

All interested applicants can go the ADC website at <u>http://hdoa.hawaii.</u> <u>gov/adc/land-application/</u> to obtain an application form, or they can contact the ADC office at (808) 586-0186. Office hours are 8 a.m. to 5 p.m. Monday through Friday, except holidays. Applications must be received by the ADC Office by 2 p.m. Friday, April 9, 2021.



Government Agencies Look At Wahiawa Recycled Water For Irrigation



The State Department of Health, City & County of Honolulu, and State Agribusiness Development Corporation are studying a long-term proposal that would use treated wastewater from Lake Wilson for irrigational use at ADC's nearby properties.

The City's Wahiawa Wastewater Treatment Plant currently discharges about 1.6 million gallons of quality treated effluent (R-1 level) each day into Lake Wilson in Wahiawa. While still in the conceptual stages and yet to undergo an environmental review process, the proposal would transfer some of that water via the Dole Irrigation Ditch to private lands and some ADC lands in the Wahiawa and Waialua areas.

ADC's diversified agriculture plan for the region will require about 5 million gallons of irrigation water per day. Using treated effluent for irrigational use will reduce dependence on our precious groundwater supply, particularly during drought conditions.

Some of the potential uses for the R-1 water, could include:

- Landscape, orchard, and food crop irrigation via spray and drip irrigation.
- Storage in irrigation reservoirs and ponds
- Home irrigational use per guidelines
- Emergency use for fire fighting

The proposal has been recently presented before the Wahiawa Neighborhood Board and the public will be updated by government officials and allowed to provide input if the plan moves forward.

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Mango Season: Longtime ADC Farmer Takes The Next Step In Growing Crop



Wally Johnson's mango farm on Kauai produces nearly 250,000 pounds of mango each year.

Annual mango season is here and longtime mango farmer Wally Johnson can't wait to harvest.

"Always a productive time at our Kekaha farm during harvest season," said Johnson who has been raising mangos on Kauai for 20 years and is one of State Agribusiness Development Corporation's longest tenants.

Along with preparing to haul in this season's crop, Johnson is also ready to take the next step in upgrading and expanding his operations on his 13-acre Kekaha property leased from ADC.

Johnson has already built the first of ten planned greenhouses on his property to better maintain and protect the trees. The structures are designed to grow new mango trees and protect them from the high winds and rains, as well as insects and birds that may feed on the fruit.

"If it gets too windy during stormy

weather, the fruit can easily snap right off," he noted. "The rose-ringed parakeet on Kauai is a problem as well, since a couple of bites can ruin the salability of the fruit." eventually the younger trees we're growing will take over," said Johnson, who said the controlled environment will allow him to grow a tree to maturity in three years rather than four.



Johnson said one of the motivations for constructing the greenhouses are to raise new mango trees to replace his older ones.

"The oldest trees that we planted 20 years ago still bear fruit, but are not as productive as they used to be, so The newer trees housed in the greenhouse will also be trimmed and maintained at a smaller height than a normal mango tree.

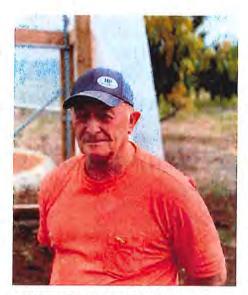
"Compared to mango trees that naturally grow to about 15-20 in height, these trees will be about 6-8 feet tall," A-13 Johnson said. "This will make the trees more manageable to maintain and harvest, increase fruit production and create better fruit quality."

Johnson said with mango season usually running from May to October, during a good season he can harvest 20,000-25,000 pounds of mango per acre. It's the Kauai soil and weather conditions that creates good fruit, he claims.

"In my opinion, the Westside conditions are ideal in growing mangoes," Johnson said.

"The rocky soil and dry weather out here creates good sized mangoes with good sugar content."

Johnson already sells his mangos at Kauai supermarkets, restaurants and farmers markets, but hopes to expand his potential markets.



Kekaha farmer Wally Johnson

"You can use them for smoothies and high end bar drinks," he said. "Mango salsas are good on top of certain fish recipes, with shrimp salad. There are hundreds of ways to use and market mango." "Mangoes are a pretty nutritious fruit and we'd like to see more mangoes in the farm to school program, maybe have them boxed and shipped to the Mainland," he added. "We keep talking about more local food production. Why not promote something that is really 'local?'"



ADC Central Oahu Tenants To Be Selected Soon



Farmer Shin Ho at ADC's Wahiawa property

The State Agribusiness Development Corporation (ADC) is currently in the process of selecting qualified applicants to fill its remaining vacant parcels in Central Oahu.

The application deadline was extended to April 29 to allow more farmers and ranchers to apply for potential agricultural and pastoral use on ADC

property.

In transitioning to diversified agriculture, ADC last month accepted applications for our remaining 1,200 acres in the Central Oahu/Wahiawa area. Agriculture-related tenants are expected to be selected later this summer, with the remaining vacant parcels filled by the end of the year. ADC executive director James Nakatani said: "We want to thank the community for their patience as we prepared these properties for agricultural use."

Multi-year licenses will be issued to farm designated lands, or occupy for pastural use based on merit. All applications will be rated and only the highest rated applicants will be selected.

ADC is seeking farmers and ranchers with either minimum 5 years farming experience; or are owner-operators of an established farm conducting a substantial farming or cattle ranching operation.

All applications will be rated on a scoring system based on various factors, including years of farming experience, whether the proposed harvested crops appeal to consumers and will generate a profit, and the applicant demonstrates adequate financial ability.

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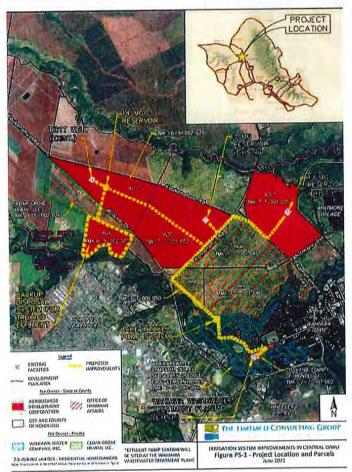
Government Agencies Look At Wahiawa Recycled Water For Irrigation

The state Agribusiness Development Corporation (ADC) is seeking public comment for a proposal that would use treated wastewater from Lake Wilson in Wahiawa for irrigational use at nearby ADC properties.

A draft environmental assessment (EA) is now available for public viewing and comment for a longterm proposal that would transfer some of the treated wastewater from Lake Wilson via the Dole Irrigation Ditch to private lands and ADC lands in the Wahiawa and Waialua areas.



A state proposal would send treated wastewater from Lake Wilson in Wahiawa to nearby ADC properties for irrigation use.



The proposed project will allow non-potable water to be utilized for irrigation purposes, which would improve the reliability of irrigation system infrastructure in the Central Oahu area. Using treated effluent for irrigational use will reduce dependence on our precious groundwater supply, particularly during drought conditions.

The City's Wahiawa Wastewater Treatment Plant currently discharges about 1.6 million gallons of quality treated effluent (R-1 level) each day into Lake Wilson in Wahiawa. ADC's diversified agriculture plan for the region will require about 5 million gallons of irrigation water per day.

R-1 level water is the highest quality of treated effluent recognized and regulated by the State Department of Health. Some of the potential uses for the R-1 water, includes: Landscape, orchard, and food crop irrigation via spray and drip irrigation.

- Storage in irrigation reservoirs and ponds
- Home irrigational use per guidelines
- · Emergency use for fire fighting

The project involves the installation of a 14-million gallon reservoir, a backup disposal system, two pump stations, connecting pipelines, and supporting elements such as access roads.

Story continued on next page.



Public comments are being accepted until August 23, 2021. Please click on title link below to view the draft EA, then send comments to the proposing/ determining agency and copy the consultant. http://oeqc2.doh.hawaii.gov/ Doc Library/2021-06-23-OA-DEA-Irrigation-System-Improvementsfor-Central-Oahu,-Wahiawa,-and,-Waialua-Districts.pdf



ADC To Announce New Central Oahu Tenants Shortly

The State Agribusiness Development Corporation (ADC) is close to announcing its selection of potential tenants to fill its remaining vacant parcels in Central Oahu.

In transitioning to diversified agriculture, ADC accepted applications from over 30 farmers and ranchers this Spring for their remaining 1,200 acres in the Central Oahu/Wahiawa area.





All applicants were rated on a scoring system based on factors such as years of farming experience, whether the proposed grown crops appeal to consumers and will generate a profit, and if the applicant demonstrates adequate financial ability. The remaining vacant parcels are set to be filled by the end of the year.

Multi-year licenses will be issued to selectees to farm designated lands, or occupy for pastural use. ADC sought farmers and ranchers with either minimum 5 years farming experience; or are owner-operators of an established farm conducting a substantial farming or cattle ranching operation.





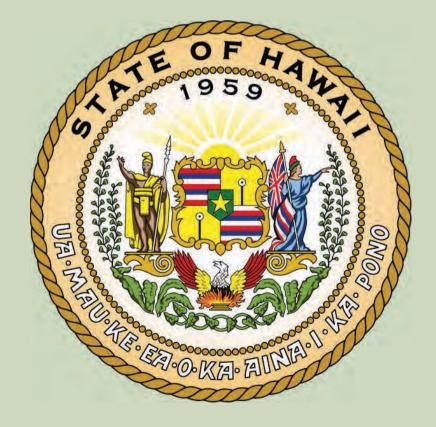
ADC In The News

Kauai mango farmer and longtime ADC tenant Wally Johnson was recently featured in the Kauai newspaper The Garden Island in a story titled "Gearing Up for Mango Season."

Link to read more: <u>https://www.thegardenisland.</u> com/2021/05/23/lifestyles/gearing-up-for-mangoseason/

A-16

State Agribusiness Development Corporation



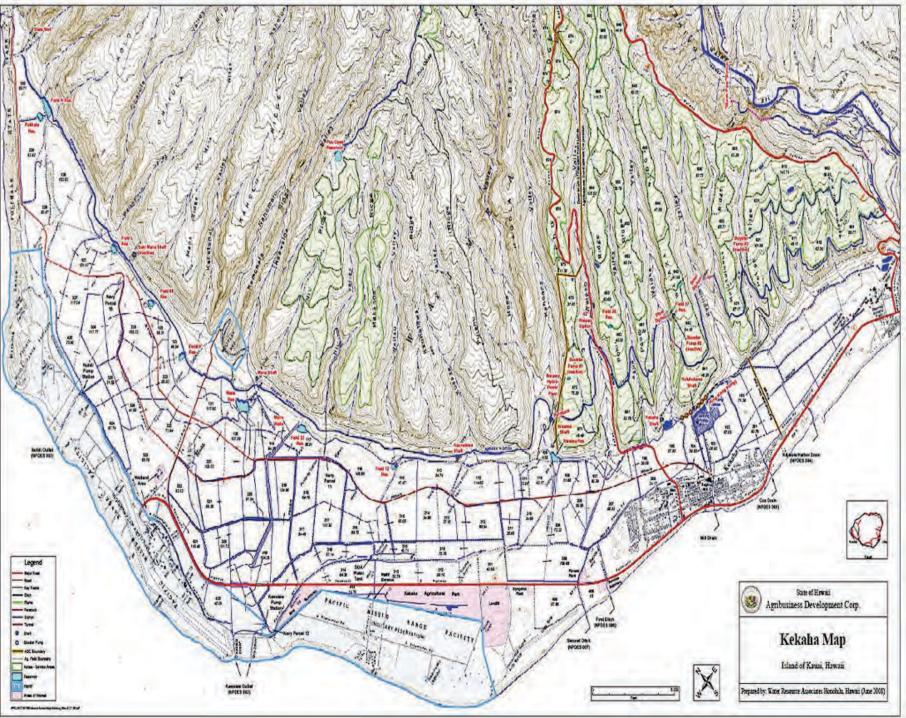
House Investigative Committee October 21, 2021

Aerial View Of Kekaha



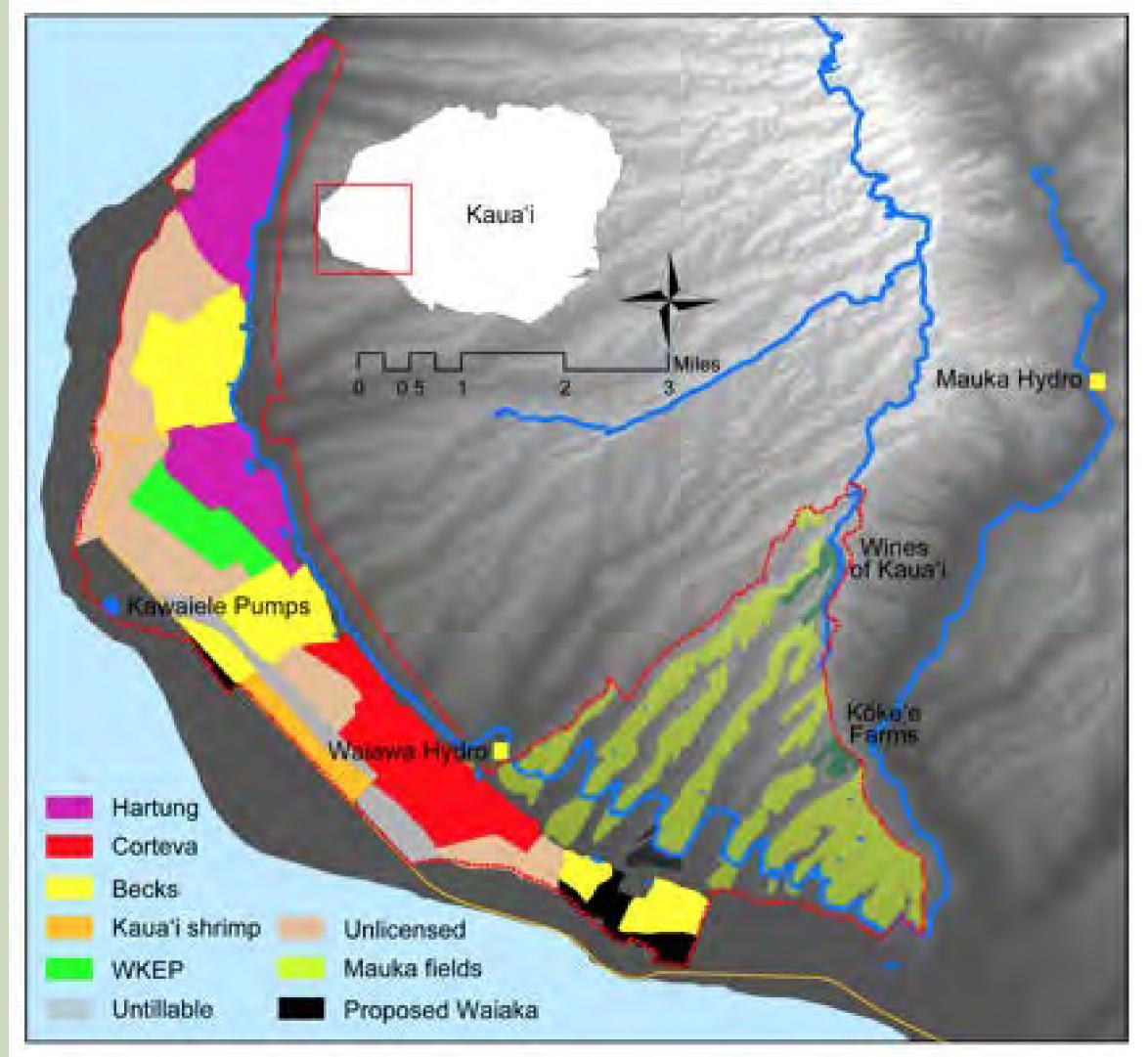
Kekaha Acreage





Total Acreage: 12,592 Mana Plains Tillable Acreage: 6,214 Mauka Tillable Acreage: 1,297 Percent Occupancy: 53%

ADC Lands and Licenses



Kekaha Organizations

Current Licensees

Company/Status and Acreage in parenthesis

- Corteva (Formerly Pioneer, 1,040 acres)
- Hartung (Formerly Syngenta, 1313 acres)
- Becks (1,312 acres)
- Sunrise Shrimp (415 acres)
- Wines of Kaua'i (127 acres)
- Umi's Farm (18 acres)
- Funing Farm (62 acres)
- Kekaha Farms (5 acres)
- Kokee Farms (62 acres)
- Global Ag (63 acres)

nthesis acres) 3 acres)

Kekaha Agriculture Association (KAA)

- Farmer's cooperative made up of the existing **ADC land tenants since 2003**
- KAA has an agreement with ADC to maintain and manage the common areas and infrastructure of the Kekaha Agricultural Lands



Importance of Kekaha agricultural lands to the local community

The farming tenants, who are also KAA members, provide much needed jobs for the community (most recent estimate 400 full time jobs, not including part-time and contractor jobs).



Importance of Kekaha agricultural lands to the local community

The Kekaha Agricultural Lands electrical system, including two hydropower plants, powers pump stations that manage water levels in streams and ditches and prevents Kekaha as well as the Navy's Pacific Missile **Range Facility from flooding** during major storm events.



Kawaiele Pumps 1, 2 and 3



Operations

• Irrigation

- Waimea Watershed Agreement
- Minimal water for mauka fields
- Drainage
 - Clean Water Act Settlement Agreement Nohili de-activated BMP's inspections

 \bigcirc

- Roads and Bridges
 - \$600k Engineering underway for bridge replacement and paving
- Power Generation and Distribution
 - Decrease in production due to IIFS's
 - **Re-powering Waiawa**



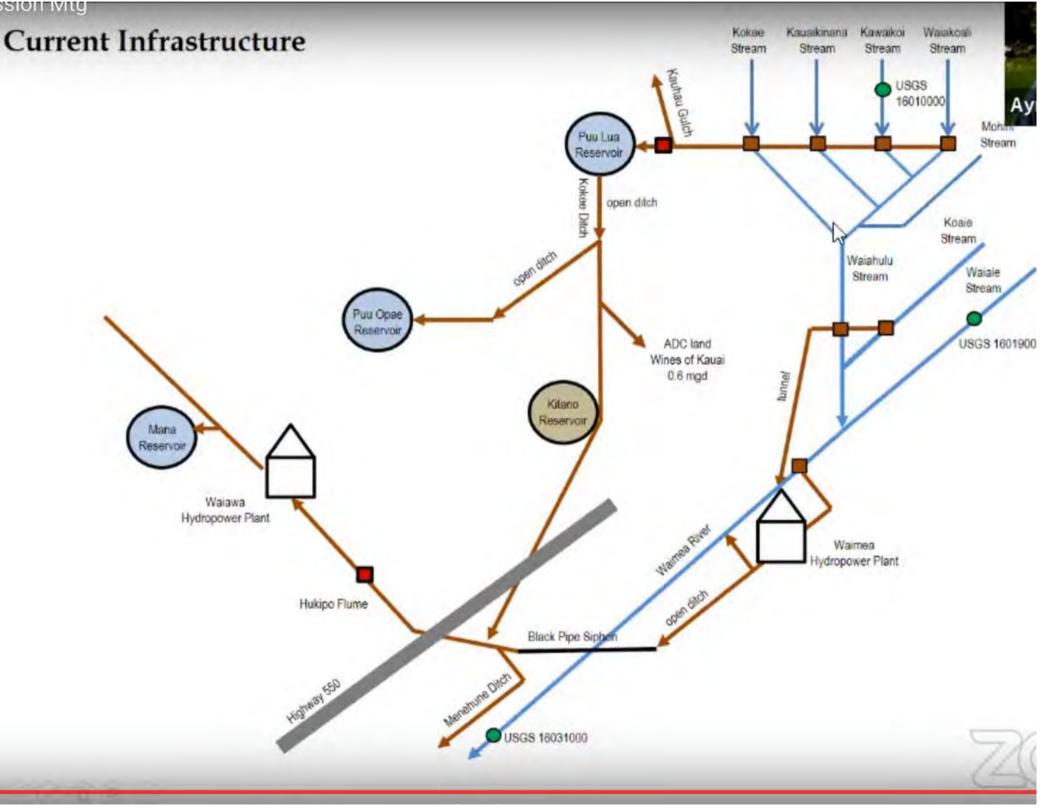


West Kauai Energy Project

The Proposed Action would utilize the existing Kokee Ditch Irrigation System and the Puu Lua, Puu Opae, and Mana Reservoirs, and includes both rehabilitation of existing State infrastructure as well as new construction of irrigation infrastructure and solar and hydroelectric facilities.



Establish **Instream Flow Standard for the** Waimea River and its tributaries



Enjoin waste

KOAIE STREAM

Koaie Stream, below the **Koaie diversion to Kekaha** ditch **Interim Instream Flow** Standard =2.0 mgd



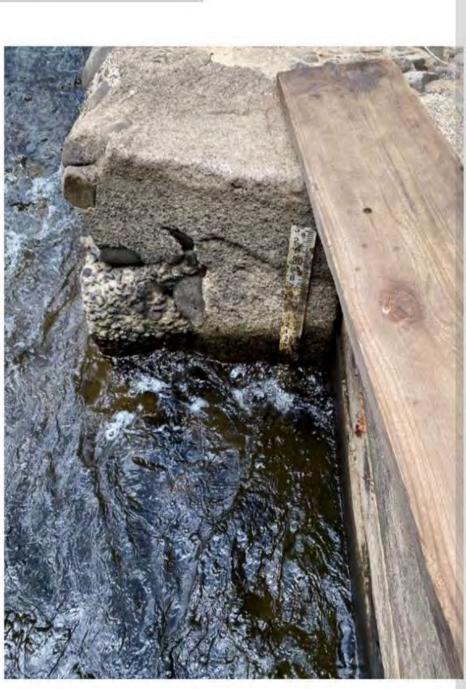
Koaie

WAIAHULU STREAM

Waiahulu Stream, below the Waiahulu diversion to Kekaha ditch Interim Instream Flow Standard =8.0 mgd

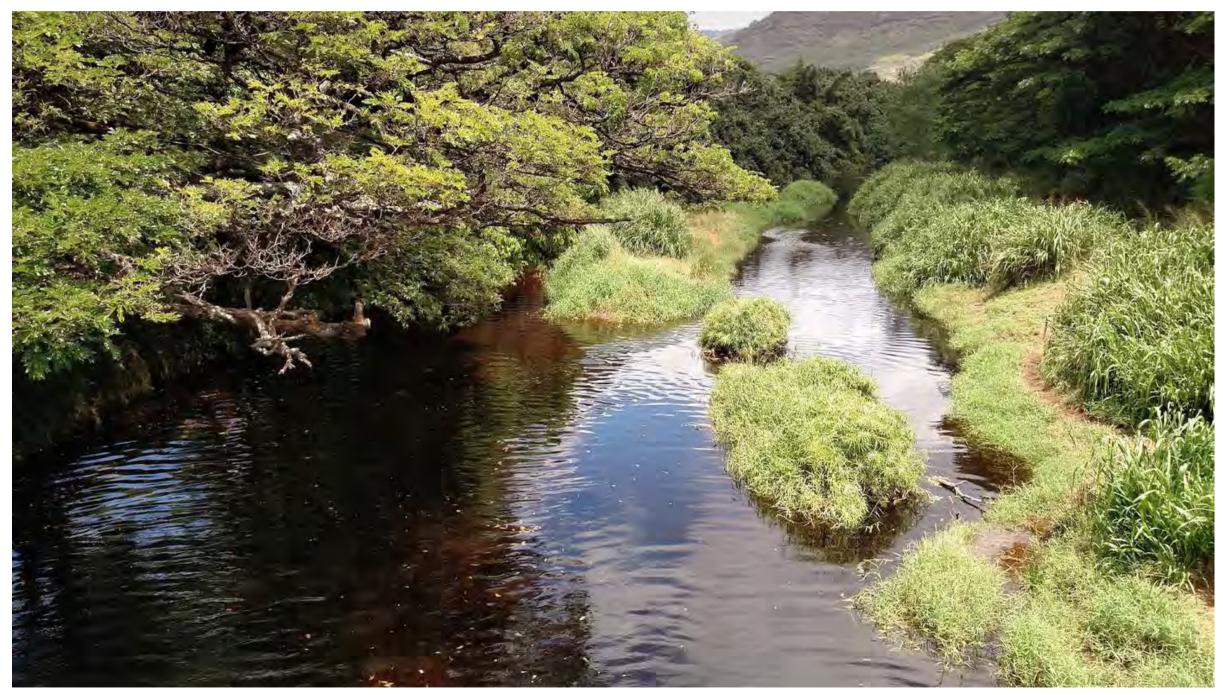


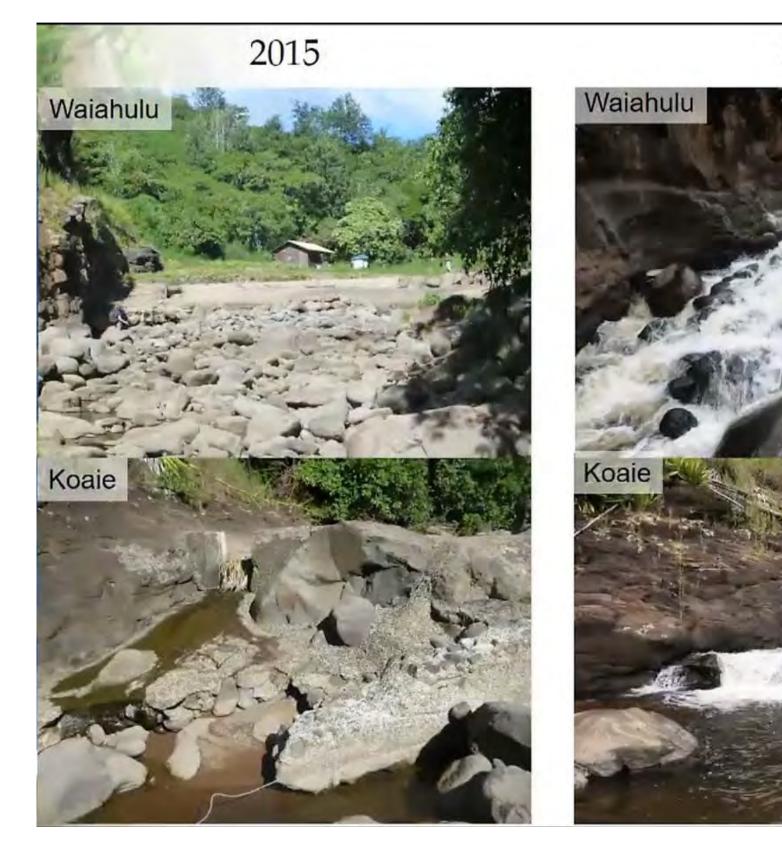
Waiahulu



WAIMEA RIVER

Waimea River at USGS gaging station 16031000 **Interim Instream Flow** Standard =25.0 mgd and minimum flow at all times through the Kekaha ditch of 6.0 mgd measured at the Hukipo flume, even if Waimea River flows below 25.0 mgd





2020



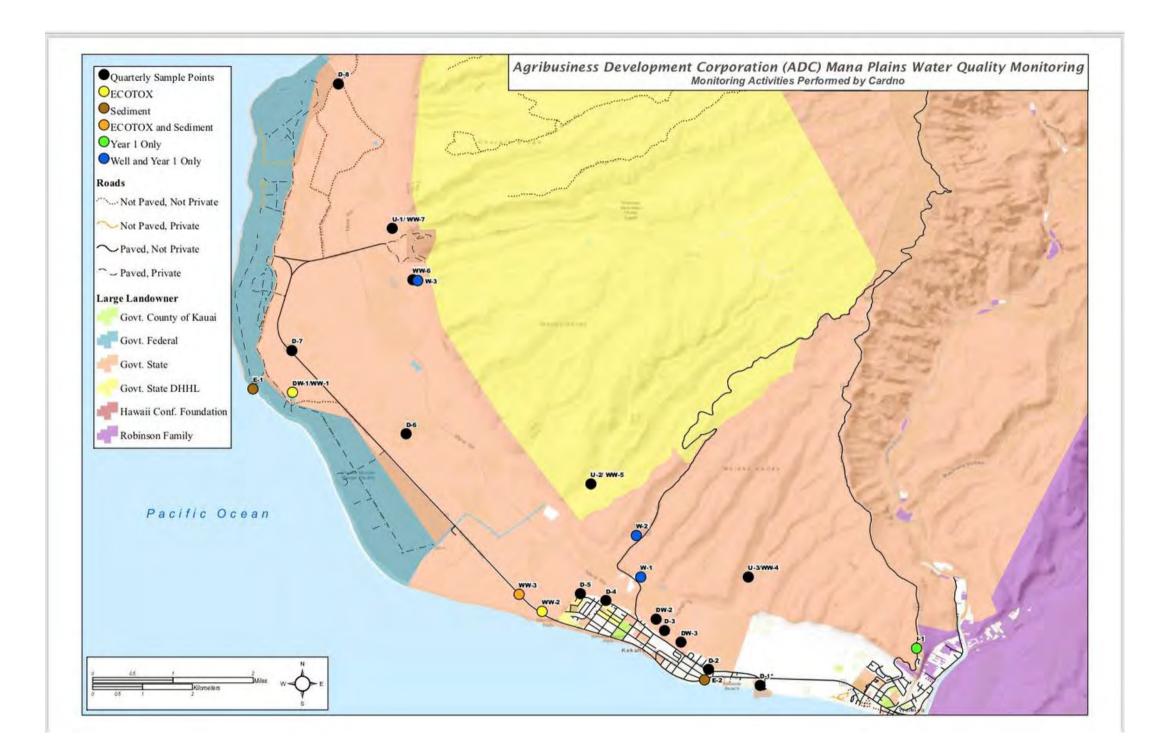
- Requires ADC to secure a National Pollutant **Discharge Elimination System ("NPDES")** permit in order to discharge waters into the ocean, or alternatively, reduce, control, and mitigate its non-point source pollution and comply with state water quality standards.
- ADC applied for an NPDES permit on June 5, 2020, approval pending.







During the pendency of the permit approval, ADC follows its Storm Procedures. These procedures were developed in part based upon the Flood **Study for Kekaha Town,** Island of Kauai by the US **Army Corp. of Engineers** (2011)



Monitor Water Quality at 21 sites on the Mana plain



Maintain monthly discharge monitoring reports

Diversified Agriculture Facility Facility 8315 Kekeha Road Location Kekaha, HI 96752			-		Monitoring Period								
			-	Month	Monitoring Period Day Year Month Day Year					No	Dischar	Ø P	
				9	1 2021	9	31 2021		No Discharge				
											-		
Parameter Flow	\sim		Quantity		C	Concentrat			L la lta	No.	Freq.		-
		Quantity 1	Quantity 2	Units	Conc. 1	Conc. 2	Conc	. 3	Units	Ex.	Analy	sis Iv	ype
Flow	Sample Measurement	6.0	6.7	MGD	***	***	***	***		0	***		***
	Permit Requirement	Daily Average Monitor Only	Maximum Daily 100		***	***	***				contin us	uo estir ed	ma
Total Suspended Solids		228	254	Kg/day	***	***	***	*	***	0	2	Co	om
	Permit Requirement	Daily Average, Report Only	Maximum Daily 9070	,,	***	***	***	**			Once Every 2		
Settleable Solids	Sample	***	***	***	< 0.1	***	< 0.	.1	ml/L	0	2		om
	Permit Requirement	***	***	1	***	1.0 Maximum Daily Average	2.0 Da Maxim				Once Every 2		
рН	Sample	***	***	***	7.36	***	7.5		S.U.	0	2		om
	Permit Requirement	***	***	1 1	7 Minimum	***	8.6 Maxim				Once Every 2		
Temperature	Sample	***	***	***	27.3	***	26.		Celsius	0	2		om
	Permit Requirement	***	***	1 1	***	Daily Average Report Only	Daily Max Report		0015105		Once Every 2		
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rincipal Executive Officer Name,	/Title			L				Te	ephone			Date	
Mr. James Nakatani,	I certify under penality of law supervision in accordance w evaluate the information sub	I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel property gather and evaluate the information submitted. Based on my inquiry of the person or presons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.				(808) Signature of Principal Executive Officer or				3) 586-0188 code & Number			02
Executive Director Typed or Printed	my knowledge and belief, tru												'ea
amments and explanation					710			1100 00		1001	Mo [ed

Comments and explanation of any violations (reference all attachments here

EPA Form 3320-1 Facsimile (MD031105)



Clean Water Act

Agribusiness Development Corporation | Best Management Practice Plan | Sept 2018

The following photos illustrate some of the most common BMPs utilized on cultivated lands, specifically land used for the production of seed corn. This is not a comprehensive inventory of practices in place, rather an illustrative example of how these practices are being used on Leased Lands to reduce soil erosion and runoff to receiving waters.



Figure 16. Fields are established to cover crop or naturally curring vegetative cover between crop cycles.



Igure 17. Roadside ditches can facilitate capture and eduction of runoff



Figure 18. Vegetative barrier installed on Leased Lands in the Mānā Plair

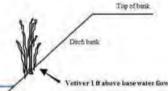
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Agribusiness Development Corporation | Best Management Practice Plan | Sept 2018

· Vegetative barriers are recommended for high priority areas where ditch flow is of higher velocity (at intersections or bends), specifically recommending the establishment of lines of vetiver grass (Chrysopogon zizanioides) one (1) foot above base flow level. The establishment of vetiver at this level will serve two purposes: roots will hold soil to prevent bank sloughing at the water line, and roots and stems will aid in protecting the bank in high flow events. The following photo and diagram illustrate the placement of vetiver along the



Figure 19. Vetiver planted I foot above base water level helps stabilize stream banks. ata source: Vetiver Network Internation



Note: It will be critical to monitor growth and effectiveness of vetiver used as a vegetative barrier on the ditch banks. Large volumes of runoff from mauka areas that result in high flow velocities may exceed the ability of vetiver to stay in place (i.e. extremely high flows may wash the plants away). If this is a repeated problem, it may be necessary to evaluate structural alternatives, including modifying the channel design.

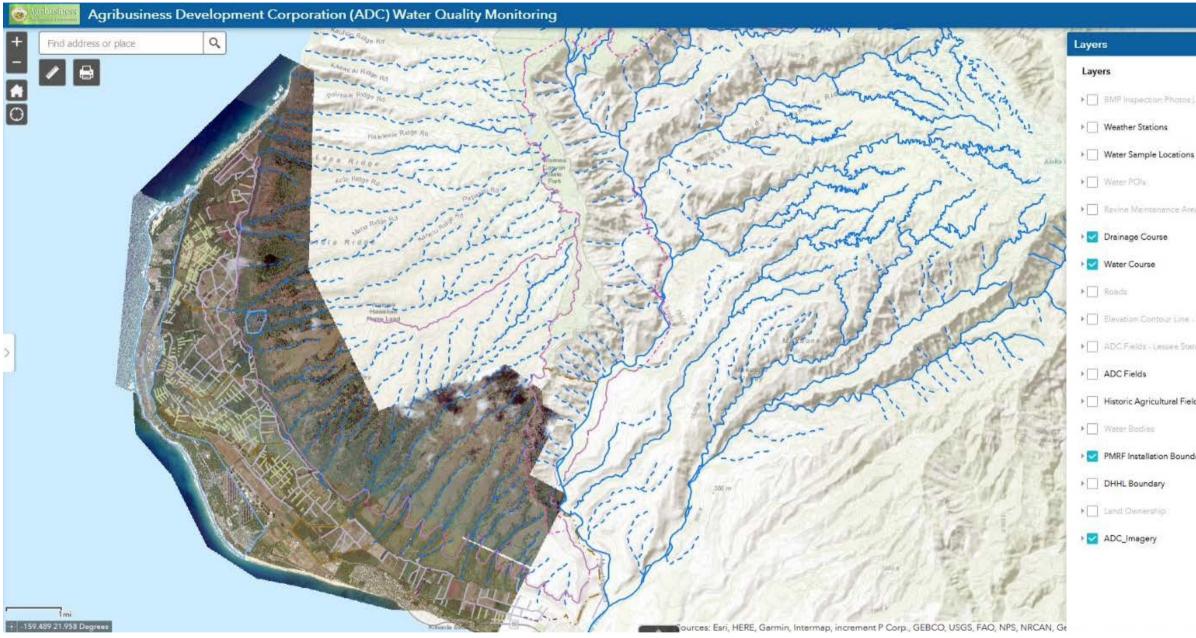
Management Measures

Table 7 lists NRCS conservation practices (aka BMPs) and maintenance strategies that have potential to reduce contributions from the drainage ditch system. Additional practices, along with details regarding location and quantity of all BMPs, may be identified in a detailed drainage system maintenance plan yet to be developed.



Implement and enforce BMPs agreed upon between ADC and the **Department of Health, Clean Water** Branch ("DOH") BMPs, developed in 2018, in large part in accordance with the US Department of **Agriculture, Natural Resources Conservation Service "NRCS") Field Office Technical Guide which** contain technical information about the conservation of soil, water, air, and related plant and animal resources.

Clean Water Act



Develop a Drainage System Operation and Maintenance ("DSOM") plan to identify drainage infrastructure and provide guidance for its operation and maintenance. ADC consultants have been granted an extension to December, 2021 to submit a plan to ADC.

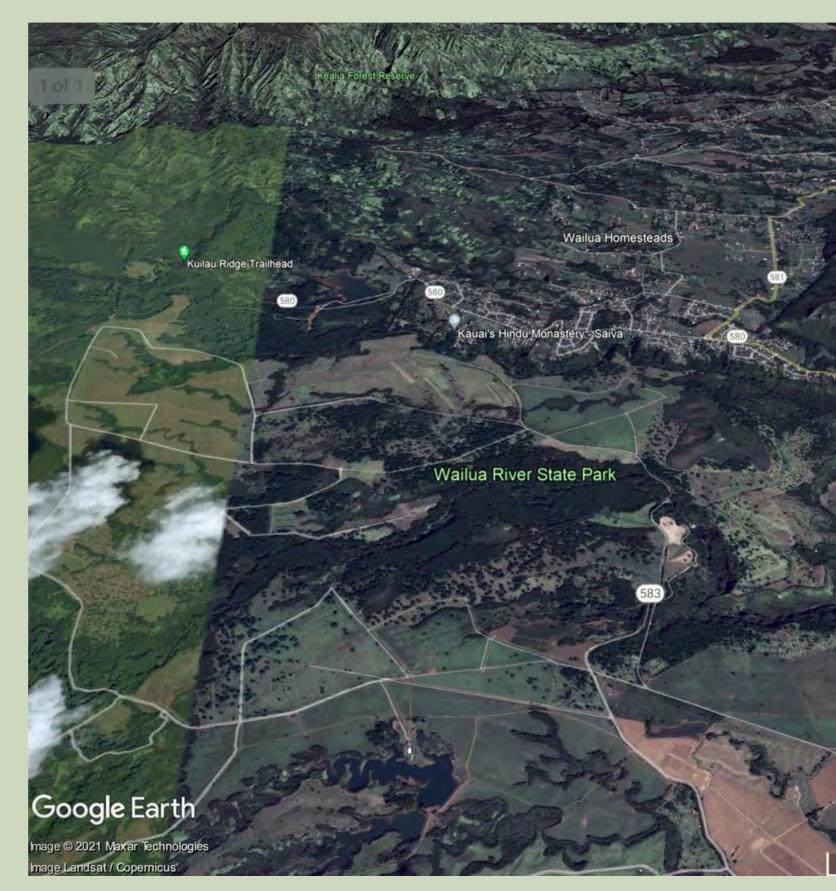


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Aerial View Of Kalepa



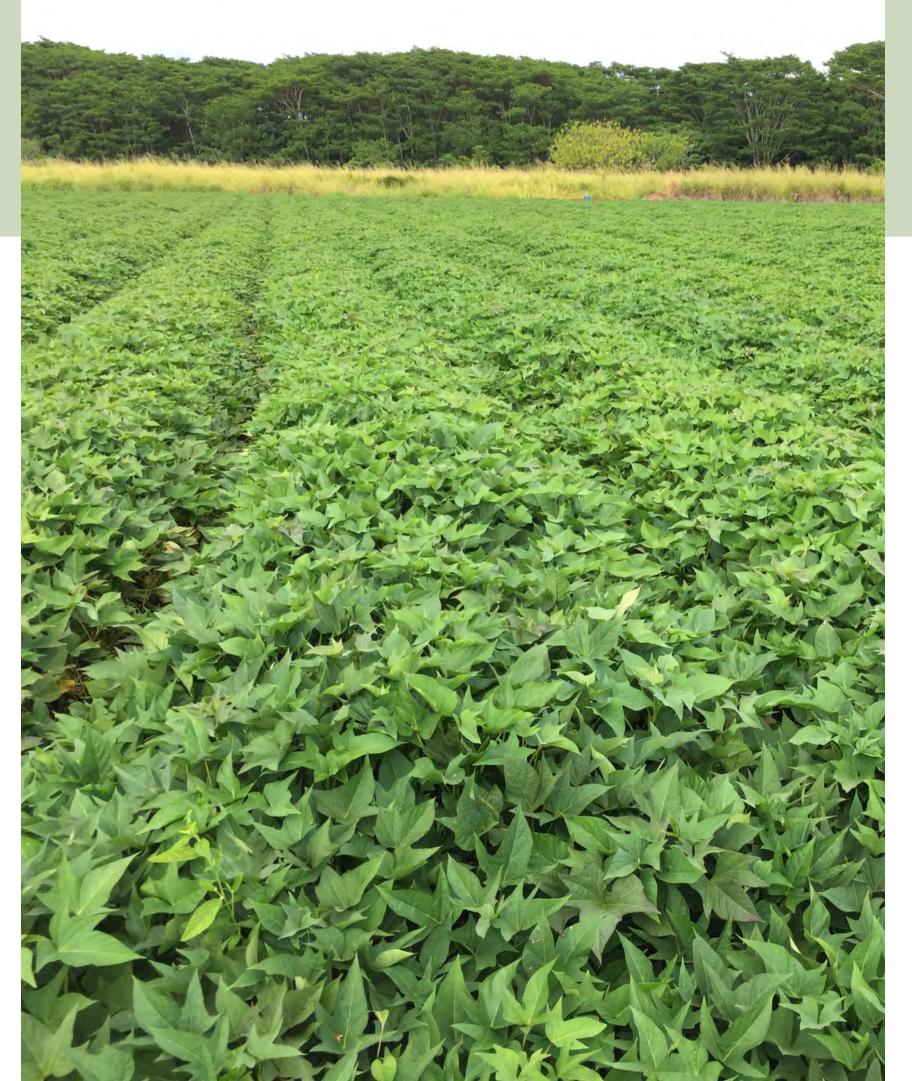
Fern Grotto

Kalepa Mo

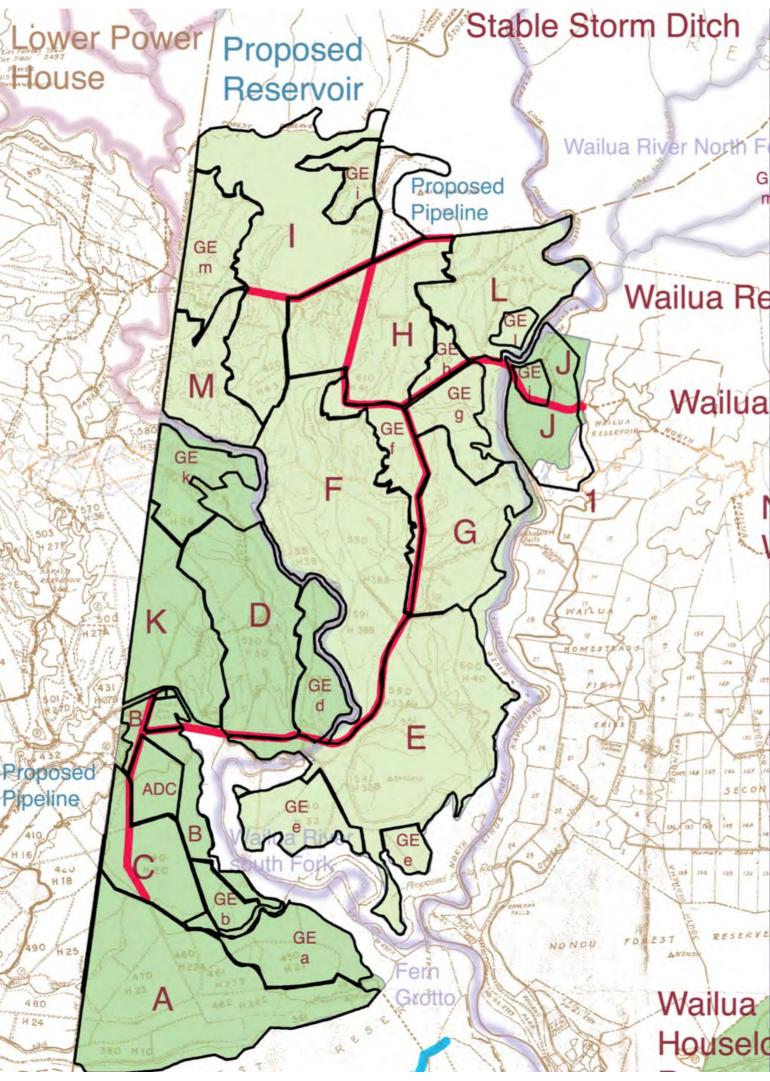
Kalepa Acreage

Tillable (usable) acres: 4,306 acres including:

- Tree farm: 1,621 acres
- Crop farm: 375 acres
- Pasture: 2,050 acres
- Uncultivated land: 260 acres
- Another 1,564 acres are gullies, rivers, streams, banks, roads, reservoirs, dams, ditches, etc.



Kalepa ADC Lands And Licenses



Kalepa Organizations

Current Licensees Company/Acreage in parenthesis

- William Sanchez (473 Acres)
- Taiwan Gu (268 Acres)
- Green Energy (1,123 Acres)
- Sakda Meephol (60 Acres)
- Arnold Bunao (173 Acres)
- Tony Reis (257 Acres)
- Les Milnes (397 Acres)
- Godwin Esaki (374 Acres)

- Acres)
- Lin Tian Shen (17 Acres)

Saiva Church (233 Acres) • Mervin Rapozo (309 Acres) • Derek Rapozo (163 Acres) Gerald Sanchez (110 Acres) • Lester Calipjo (250 Acres) Ginger & Cholena Bray (99)

Kalepa Koalition

- Farmer's and rancher's cooperative made up of parties holding Licenses or Revocable Permits in Kalepa since 2011.
- KK has an agreement with ADC to maintain and manage the common roads, gates, and related facilities that serve the various licensed areas **located on the Kalepa Lands.**

Operations

Roads Maintain common element road • Gates Open and lock main gates along common element road



Kalepa Common Roads



Kekaha Agriculture Association

Members	5 of 11 tenants (excluding revocable permittees)
Management	Employee manager + 3 workers
Total Assets	\$833,471 (CYE 2020, *CW Associates Independent Auditor's Report, Kekaha Agriculture Association Financial Statements)
Total Revenue	\$2,223,669 (CYE 2020, *CW Associates)
Total Expenses	\$2,266,611 (Maintenance, storm damage, salaries and benefits, legal and accounting, security costs, etc.) (CYE 2020, *CW Associates)

Kalepa Koalition

- 14 of 15 tenants
- Volunteer members
- \$14,639 (Annual Report July 31, 2020, * DCCA, Business Registration Division)

\$18,250 (Annual Report July 31, 2020, *DCCA)

Unspecified

Acknowledgements

- Kekaha Agriculture Association Kalepa Koalition Kauai Island Utilities Corporation Commission on Water Resource Management
- Becker Communications





Mahalo!

STATE OF HAWAII DEPARTMENT OF AGRICULTURE AGRICULTURAL RESOURCE MANAGEMENT DIVISION HONOLULU, HAWAII

11/30/2021

Board of Agriculture Honolulu, Hawaii

Subject:	REQUEST FOR APPROVAL TO SUBLEASE BETWEEN THE HAMAKUA AGRICULTURAL COOPERATIVE, LESSEE/SUBLESSOR, AND ELROY JUAN, SUBLESSEE; GENERAL LEASE NO. S-5553, TMK: (3) 4-6-003:003(por), LOT NO. 9, HONOKAIA MAKAI TRACT, HAMAKUA, ISLAND OF HAWAII		
Authority:	Section 166E-6, Hawaii Revised Statutes, (HRS), and Section 4- 158-19(a)(6), Hawaii Administrative Rules (HAR)		
Lessee/Sublessor:	Hamakua Agricultural Cooperative		
Sublessee:	Elroy Juan		
Land Area:	3.560 acres - General Lease No. S-5553		
Tax Map Key:	(3) 4-6-003:003 (por) (Exhibit "A")		
Land Status:	The Hamakua lands were transferred to the Department of Agriculture by Governor's Executive Order No. 4250, dated October 22, 2008 pursuant to Act 90, SLH 2003		
Lease Term:	June 30, 1998 through June 29, 2033		
Sublease Term:	October 1, 2021 through June 29, 2033		
Base Rental:	\$494.91/year - until June 29, 2029 (Reopening Date)		
Character of Use:	General Agriculture and pasture purposes in accordance with a Plan of Utilization and Development approved by the Department		

Board of Agriculture 11/30/2021 Page 2 of 2

REMARKS:

Elroy Juan is an original member of the Hamakua Agricultural Cooperative. He currently subleases Lot No. 5, under General Lease No. S-5553 consisting of 6.120 acres, located in Pa'auilo. He grows various types of palm trees, rubatan, and lychee and wishes to expand his operation by subleasing Lot No. 9, consisting of 3.560 acres, under General Lease No. S-5553 also located in Pa'auilo. Lot No. 9 is entirely fenced and has approximately an acre of established macadamia nut trees. The remaining area will be planted in taro. Irrigation has been installed within the planted areas.

Elroy Juan qualifies as a bona fide farmer with more than two years of full-time farming experience and meets application and eligibility requirements in accordance with sections 4-158-1 and 27, HAR.

RECOMMENDATION:

That the Board of Agriculture approve the Sublease between the Hamakua Agricultural Cooperative, Lessee/Sublessor, and Elroy Juan, Sublessee, for Lot No. 9 in Pa'auilo, under General Lease No. S-5553, through the expiration date of June 29, 2033 and further subject to the approval as to form of the consent document by the Department of the Attorney General, and such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

Respectfully submitted,

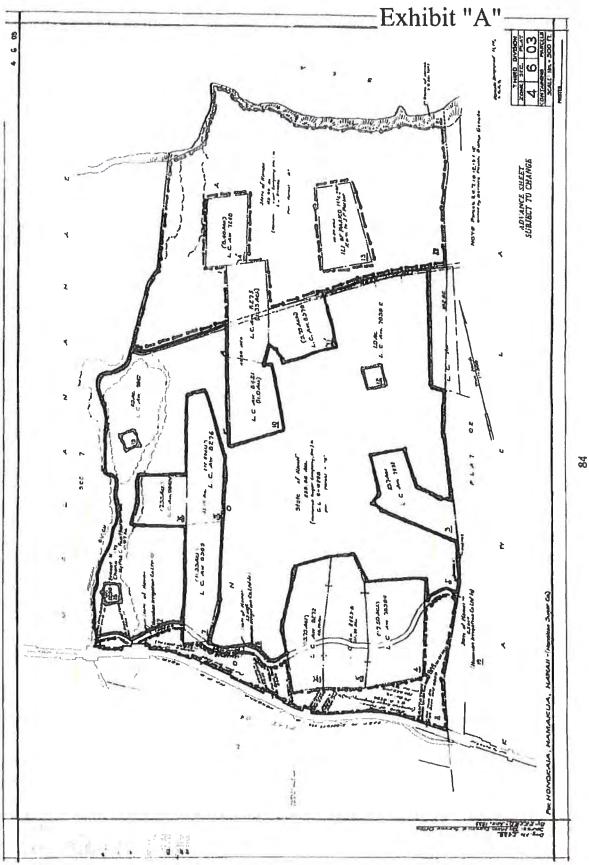
BRIAN KAU, P.E. Administrator and Chief Engineer Agricultural Resource Management Division

Attachment - Exhibit "A"

APPROVED FOR SUBMISSION:

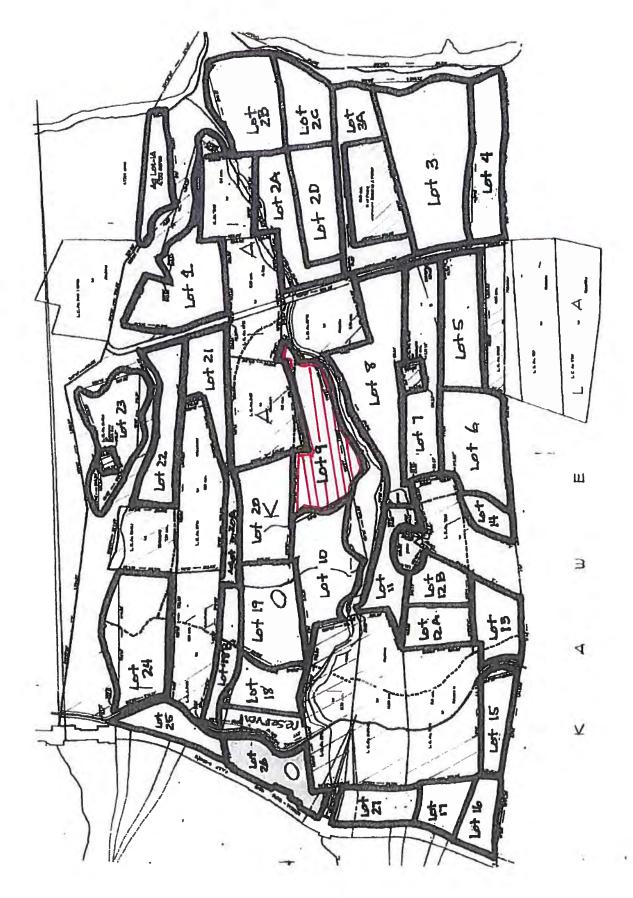
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PHYLLIS SHIMABUKURO-GEISER Chairperson, Board of Agriculture



B-3

Exhibit "A"



2 - 3

B-4

Hamakua Agricultural Cooperative

Sublease

This Sublease is made on this 1^{st} day of October ______, 2021, by and between the <u>HAMAKUA AGRICULTURAL COOPERATIVE</u>, a Hawaii corporation, having its principal address at <u>P.O. Box 1335</u>, Honokaa, Hawaii 96727 hereinafter called ("Coop"), and <u>ELROY JUAN</u> having his/her principal address at <u>P.O. Box 392</u>, Paauilo, Hawaii 9670, hereinafter called, ("Farmer"),

WHEREAS, Coop was formed to become the sublessor for former sugar lands to ensure that displaced sugar workers could obtain land to farm as sublessees,

WHEREAS, the State of Hawaii has entered into general leases with the Coop with the understanding that the Coop will sublease lands to farmers and the Coop holds the State General Lease No. S-<u>5553</u> from the Department of Agriculture ("DOA), State of Hawaii,

WHEREAS, Farmer desires to obtain a sublease for diversified agriculture and aquaculture purposes on the parcel of land designated in Exhibit 1 attached hereto,

WHEREAS, Farmer acknowledges and understands that his or her lease payable under this sublease represents a portion of the general lease referenced above,

WHEREAS, Farmer acknowledges and understands that his or her portion of the general lease payment, pro rata share of the real property taxes, as well as, any monies assessed by the Coop for the required performance bond, are held by the Coop to ensure payment of the general lease referenced above and is therefore held in trust by the Coop for payment of the general lease referenced above,

WHEREAS, Farmer further acknowledges and agrees that all payments required under this sublease made by Farmer to the Coop are to be held in trust by the Coop to ensure payment of the general lease, real property taxes and performance bonds due under the sublease,

WHEREAS, Farmer is a duly qualified member of the Hamakua Agricultural Cooperative and has an approved development plan on file with the Coop:

NOW THEREFORE, in consideration of the mutual promises herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree to the following:

R-5

WITNESSETH:

Coop subleases to Farmer and Farmer accepts to sublease from Coop, approximately 3.56 acres, also known as Lot No. 9, Paauilo being a portion of the land described in that certain General Lease No. <u>S-5553</u>, by and between the State of Hawaii, Board of Land and Natural Resources, dated June 29, 1998 andtransferred to the Department of Agriculture by Governor's Executive Order No. 4250, dated October 22, 2008, hereinafter called ("State Lease") on the following terms and conditions. The approximate location of the subleased premises is outlined on the attached Exhibit 2. Farmer accepts the demised premises in "as is" condition.

B-6 *

This sublease shall be subject to the terms and conditions of the State Lease referenced above and Farmer agrees to comply with all such terms and conditions. In the event of a conflict, the terms of the State Lease shall govern. Farmer acknowledges that hehas received a copy of and has read the State Lease and acknowledges that he is bound by all the terms and conditions shown in the State Lease.

IT IS AGREED:

• ...

1. <u>Term of sublease</u>. This Sublease is effective on <u>October 1, 2021</u> and expires on <u>June 29, 2033</u>. Notwithstanding the foregoing, Farmer shall have the option to terminate this Sublease at any time with one hundred and eighty (180) days advance written notice to the Coop.

2. <u>Sublease rent, additional rent</u>. As of <u>October 1, 2021</u>, the base annual rent shall be <u>\$139.02</u> per acre per year, provided however, the base annual rent shall be reopened and determined at the then fair market rental and shall include the determination orredetermination of the additional rent, as applicable. The fair market rental will be determined in accordance with the terms outlined in the State Lease. Rent reopenings will take place the day following the expiration of the twentieth (20th) and thirtieth (30th) year of the State Lease term.

Sublease rent payments are due and payable, in advance, in two equal installmentson <u>May 15th</u> and <u>November 15th</u> of each year. If rent is not paid within thirty (30) days of its due date, Farmer shall pay interest on any and all unpaid or delinquentamounts at a rate of one percent (1%) per month.

Beginning in <u>N/A</u>, and annually thereafter, Farmer shall be required to submit a report showing the gross proceeds from the sale of commodities produced on the premises during the preceding twelve (12) months. The amount of additional rent shall be determined by applying a percentage, $1\frac{1}{2}$ until June 30, 2018, against the gross proceeds reported. The excess, if any, of the value so derived over the base annual rent shall constitute the additional rent. Together with the said report, Farmershall pay within thirty days the additional rent due, if any.

3. Security deposit. No security deposit is required.

4. Use. Farmer shall use the subleased premises solely for diversified agricultural or aquacultural purposes. No other use is permitted without the prior written consent of the Coop and DOA. Farmer shall at all times observe good conservation practices with regard to the use of the premises and for the use permitted. Farmer shall carry out a program of conservation based upon a Conservation Plan developed by the Farmer in cooperation with the respective Soil and Water Conservation District, with which district Farmer shall apply for and attain cooperative status. Such Conservation Plan shall be submitted to the Coop for review and approval.

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5. <u>Utilization and development of the premises</u>. The development of the subleased premises shall be completed within three years from the commencement date of this sublease, with not less than fifty percent (50%) developed within the first two years of the sublease term. The above schedule shall be in accordance with a plan of utilization and development prepared by the Farmer and approved by the Coop before the execution of this sublease. Any modification or deviation from the plan or failure to develop the demised premises within the times stated above without the prior written approval of the Coop shall constitute a breach of this sublease and cause for the termination thereof.

6. <u>Real property taxes, performance bond, assessments, etc.</u> Farmer shall pay his pro rata share of the real property taxes assessed against the subleased premises by the County of Hawaii as well as any monies assessed by the Coop for the required performance bond when they become due and payable from time to time during the term of this sublease.

7. <u>Utility (Water) services</u>. There is no guaranty of the present or continued availability of water from the Hamakua Ditch System or any other sources. Farmer is responsible for his or her pro rata share of all charges, including but not limited to, utility and/or water, repair and maintenance of the water delivery system to the subleased premises, which may become due and payable from time to time during the tenancy of this sublease.

8. <u>Irrigation costs</u>. Without limiting the provisions of the preceding section, Farmer shall be responsible for its share of operating and maintenance costs associated with the Honokaa-Paauilo Irrigation System, which provides irrigation water to the subleased premises. Farmer agrees not to oppose the establishment of an irrigation project under Chapter 167, HRS, under which assessments, tolls, fees, and charges for water usage and irrigation system operation and maintenance shall be set; and Farmer agrees to abide by and to pay when due all rates and charges set by such irrigation project.

9. <u>Sanitation</u>. Farmer shall keep the subleased premises in a strictly clean, sanitary and orderly condition. Farmer shall keep the subleased premises free of industrial waste and harmful chemical spills. Human waste shall be disposed of in accordance with all applicable laws.

10. <u>Compliance with laws</u>. Farmer shall at all times comply with requirements of all applicable laws, rules, regulations and ordinances of municipal, state and federal authorities. Farmer will indemnify and hold Coop and the State of Hawaii harmless against

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all actions, suits, damages and claims by whomsoever brought or made by reason of nonobservance or nonperformance of applicable laws, ordinances, rules and regulations.

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11. <u>Inspection</u>. Representatives from the Coop or DOA are permitted to enter the subleased premises at any reasonable time for inspection purposes without notice to Farmer.

12. <u>Improvements</u>. (a) Farmer shall not, at any time during the term of the sublease, construct, place, maintain or install on the premises, any building, structure or improvement of any kind without the PRIOR WRITTEN APPROVAL of the Board of Directors of the Coop and the PRIOR WRITTEN APPROVAL of DOA. Said approval may be withheld at the sole discretion of DOA. Should Farmer fail to submit the plans and specifications, or receive prior written approval from the Coop and DOA, the Coop may require the removal or alteration of the improvements by Farmer at Farmer's expense.

(b) Such approved improvements or alterations shall be made in a good and workmanlike manner and in compliance with all laws and regulations of all governmental authority having jurisdiction over the subleased premises. In making such improvements or alterations, Farmer shall hold Coop and the State of Hawaii harmless from all claims and demands of every kind and character as a result of the construction.

(c) All approved improvements or alterations shall remain the property of Farmer until the expiration or earlier termination of the sublease, at which time the ownership shall, at the option of the Coop, remain and become the property of the Coop or shall be removed by Farmer at his sole cost and expense. Farmer shall, at his own expense, keep, repair and maintain all buildings and improvements now existing or hereinafter constructed in good order, condition and repair, reasonable wear and tear excepted.

13. Liens. Farmer shall not commit or suffer any act or neglect, which results in the subleased premises, and any improvements on the subleased premised becoming subject to any attachment, lien, charge or encumbrances, and shall indemnify, defend, and hold the Coop and the State of Hawaii harmless from and against all attachments, liens, charges and encumbrances.

14. Further sublease or assignments. Farmer may not assign this sublease or further sublease all or any part of the subleased premises, or allow other businesses or persons to occupy the subleased premises or any portion thereof without Coop's and the Department of Agriculture's prior written consent. Such consent may be withheld at the sole discretion of the Coop, or the Department of Agriculture. In addition, to or notwithstanding the other conditions of this paragraph, provided, further, that prior to the approval of any assignment or further subleasing of the premises, the DOA shall have the right to review and approve the consideration paid by the assignee/sublessee and may condition its consent to the assignment or sublease of the premises on the payment by the Farmer of a premium based on the amount by which the consideration for the assignment or sublease, whether by cash, credit, or otherwise, exceeds the straight-line depreciated cost of improvements and trade fixtures being transferred to the assignee or sublessee, as the case may be, pursuant to the Assignment of Lease Evaluation Policy adopted by the DOA on March 6, 1992, as amended, a copy of which is attached hereto as Exhibit "3." The premium on any subsequent

assignments or subleases shall be the difference in the selling and purchase price plus the straight-line depreciated cost of any improvements constructed by the then assignor, pursuant to the above-mentioned Evaluation Policy.

12

With respect to State agricultural leases, in the event of foreclosure or sale, the above-described premium shall be assessed only after the encumbrances of record and any other advances made by the holders of security interest are paid.

If the Farmer is a partnership, joint venture, corporation, or limited liability company, the sale or transfer of 20% or more of ownership interest or stocks by dissolution, merger or any other means shall be deemed an assignment for purposes of this paragraph and subject to the right of the DOA to impose the foregoing premium.

15. <u>Indemnity</u>. Farmer shall indemnify, defend and hold harmless the Coop from any and all claims by or on behalf of any person or persons for personal injuries, wrongful death or property damage arising out of any act or occurrence committed or happening on the subleased premises including, but not be limited to all costs, attorneys' fees, expenses and liabilities incurred in connection with the defense of such claim.

16. Liability insurance. Farmer shall procure and maintain during the entire period of this sublease, a policy or policies of commercial general liability insurance as will protect it from and against any liability for all claims for personal injury, death, and property damage which may arise out of the exercise of rights granted herein, in a minimum amount of \$1,000,000.00, approved by the Coop, subject to periodic review and adjustment every two years, insuring the Coop, State of Hawaii, and Farmer against all claims for personal injury. death and property damage. The policy or policies shall cover the entire premises, including all buildings, improvements, and grounds and all roadways or sidewalks, if any, on or adjacent to the demised premises in the control or use of the Farmer. Farmer shall furnish the Coop with a certificate verifying the policy and shall furnish a certificate upon each renewal of the policy, each certificate to contain or be accompanied by an assurance of the insurer to notify the Lessor of any intention to cancel any policy prior to actual cancellation. The certificate of insurance shall name the Coop and the State of Hawaii as additional insureds and shall require a thirty (30) day notice to the Coop of any policy change or cancellation. The procuring of this policy shall not release or relieve the Farmer of its responsibility under this sublease or limit the amount of its liability under this sublease.

17. Breach. In the event of a breach or default of any term, covenant or condition of this sublease, the Coop shall deliver a written notice of breach or default by certified mail or personal service to Farmer making demand upon Farmer to cure or remedy the breach or default within sixty days from the date of receipt of the notice, provided that where the breach involves a failure to make timely rental payments, including payment of any additional rent, the written notice shall include a demand upon the Lessee to cure the breach within thirty days after receipt of the notice. Upon failure of Farmer to cure or remedy the breach or default within the time period provided, the Coop may terminate this sublease and take possession of the premises and shall retain all rent paid in advance as damages for the violations. All buildings and improvements, including crops and implements, shall remain

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and become the property of the Coop or at the option of the Coop, shall be removed by Farmer. Coop shall retain all amounts paid toward the performance bond as liquidated damages. Coop shall be entitled to recover from Farmer all damages incurred by the Coop by reason of the Farmer's default or breach including, but not limited to, the cost of recovering possession of the premises; expenses of reletting, including necessary renovation and alteration of the premises, reasonable attorneys fees and costs, and any real estate commission actually paid.

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18. <u>Surrender</u>. Farmer shall, at the end of the term or sooner termination of this sublease, peaceably deliver to Coop possession of the subleased premises, together with all improvements existing or constructed thereon, additions, fixtures and alterations thereon, by whomsoever made or installed, including crops and implements, and keys, in good order, repair and condition, excepting ordinary wear and tear; or, at the option of the Coop, Farmer shall remove such improvements. Furthermore, should the Farmer fail to remove any and all of Farmer's personal property from the premises, after notice thereof, the Coop may remove and dispose of any and all personal property left on the subleased premises. Farmer agrees to pay all costs and expenses for disposal and removal of the personal property. This provision shall survive the termination of the sublease.

PROVIDED, HOWEVER that if Farmer shall have observed and performed all of the covenants and conditions herein contained and on Farmer's part to be observed and performed, Farmer may remove all trade fixtures, furnishings, equipment, or machinery installed or placed by Farmer in or upon the premises, but Farmer shall at Farmer's own expense repair any damage required by such removal and shall reimburse Coop for any loss of rent occasioned by such repair.

19. <u>Access</u>. Farmer shall not erect any barriers, gates, fences or other impediments across access roads or paths, which will in any way interfere or impede another Farmer's access to his or her subleased lot. Upon reasonable notice, Farmer shall allow Coop or its agents access to his or her subleased premises and allow the installation or maintenance of improvements, utilities, water, roads or other Coop work, which may be located on Farmer's subleased premises.

20. <u>Quiet enjoyment</u>. Upon payment by Farmer of rent, and upon observance and performance of all terms, covenants and conditions of this sublease, Farmer shall peaceably hold and enjoy the subleased premises during the term hereof without hindrance or interruption by Coop or anyone, lawfully or equitably claiming by, through or under Coop.

21. <u>Property insurance</u>. Farmer shall be solely responsible for obtaining and paying for insurance coverage for Farmer's improvements, equipment, supplies and personal property. Farmer shall hold Coop and the State of Hawaii harmless from any loss or damage to such property, naming the Coop and the State of Hawaii as additional insureds.

22. <u>Insolvency</u>. Any of the following shall constitute a breach of this Sublease by Farmer:

(a) Farmer filing a voluntary petition in bankruptcy, or

(b) The filing of an involuntary petition in bankruptcy or the filing of a petition

for the appointment of a receiver against Farmer, neither of which is dismissed within thirty (30) days after its filing, or

(c) A general assignment for the benefit of creditors including Farmer's interest in this sublease.

23. Public use. It is agreed that if the whole or any part of the subleased premises shall be acquired, taken or condemned by any competent authority for any public or quasipublic use or purpose, then in any such event this sublease and any renewal and all rights and liabilities of the parties shall cease and expire and become null and void from and after the date when such possession shall be acquired or title be vested without apportionment to Farmer of the award or other compensation, if any, by reason of such acquisition, taking or condemnation except a portion of such award specifically allocated to the unexpired term of this sublease. Nothing herein shall deprive Farmer of the right, if any, to demand and if entitled, to receive from the acquiring, taking or condemning authority award or compensation for loss of or damage to Farmer's tangible property or business, provided that the same is not in diminution of the award or compensation payable to Coop or the State of Hawaii. Farmer shall make payment of all rent and other charges accrued and prorated to the date of such acquisition, taking or condemnation.

24. Hazardous materials. Farmer shall not cause or permit the escape, disposal or release of any hazardous materials except as permitted by law. Farmer shall not allow the storage or use of such materials in any manner not permitted by law or by the highest standards prevailing in the industry for the storage and use of such materials, nor allow to be brought onto the premises any such materials except to use in the ordinary course of Farmer's business, and then only after written notice is given to Coop of the identity of such materials and upon Coop's consent, which consent may be withheld at Coop's sole and absolute discretion. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials by Farmer, then Farmer shall be responsible for the reasonable costs thereof. In addition, Farmer shall execute affidavits, representations and the like from time to time at Coop's request concerning Farmer's best knowledge and belief regarding the presence of hazardous materials on the premises placed or released by Farmer. Farmer agrees to indemnify, defend, and hold Coop and State of Hawaii harmless from any damages and claims resulting from the release of hazardous materials on the premises occurring while Farmer is in possession, or elsewhere if caused by Farmer or persons acting under Farmer. These covenants shall survive the expiration or earlier termination of the lease.

For the purpose of this lease "hazardous material" shall mean any pollutant, toxic sub stance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation and Liability act, as amended, the Federal Clean Water Act, or any other federal, state, or local environmental law, regulation, ordinance, rule, or by law, whether existing as of the date hereof, previously enforced, or subsequently enacted.

25. <u>Attorneys' fees</u>. In case legal action shall be brought because of the breach of any other covenant herein contained on the part of Farmer to be kept and performed, the

prevailing party shall be entitled to all costs in connection therewith including, but not limited to all reasonable attorneys' fees.

26. <u>Waiver of breach</u>. Farmer agrees that in the event of a breach of any of the covenants or conditions of this sublease by Farmer, Coop may with the knowledge of such breach permit Farmer to continue in possession of said premises and accept the rent herein stipulated, but such possession or acceptance of rent shall not be deemed a waiver of such or any other future breach, or of the Coop's rights to enforce the terms, covenants and conditions of the sublease.

27. <u>Holding over of premises</u>. With the consent of the Coop, any sublessee remaining after the expiration of the term of this sublease shall automatically become a month to month tenancy and shall observe the same terms and conditions herein specified so far as applicable and rent shall be paid together with other costs incurred or to be paid as set forth herein.

28. <u>Partial invalidity</u>. If any term, provision, covenant or condition of this sublease should be held to be invalid, void or unenforceable, the remainder of this lease shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

29. <u>No party deemed drafter</u>. The parties agree that no party shall be deemed to be the drafter of this Sublease and further that in the event that this Sublease is ever construed by a court of law, such court shall not construe this Sublease or any provision of this Sublease against any party as the drafter of the Sublease.

30. <u>Definitions</u>. The term "Farmer" and "Coop' herein, or any pronouns used in place thereof, shall mean and include the male or female, the singular or plural number, and joint and several, individuals, firms or corporations, and each of their respective successors, personal representatives and assigns, according to the context hereof. As used herein, the term "premises" refers to the real property above described and any improvements located thereon.

31. <u>Time is of the essence</u>. Time is of the essence in all provisions of this lease.

32. <u>Hunting</u>. No hunting shall be allowed on the premises during the term of this sublease.

33. <u>Governing law</u>. This Sublease shall be governed and construed in accordance with the laws of the State of Hawaii.

SPECIAL CONDITIONS

1. <u>Administrative costs</u>. Farmer shall pay to the Coop, in addition to the base annual rent herein, an administrative fee, in the amounts and at the times as approved by the Board of Directors.

[END OF TEXT]

1939 AND FORMELING DESCRIPTION IN A POLICY STREET, Subjection of the Longe Dist. 41,244

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

HAMAKUA AGRICULTURAL COOPERATIVE

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COOP

(Print name) (Signature)

FARMER

STATE OF HAWAII)) SS. COUNTY OF HAWAII On this 17th day of <u>September</u>, 20²¹, before me personally appeared Elvoy Juan and _____ _____ to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that <u>he</u> executed the same as <u>his</u> free act and deed, mannin LONDA TORRANO Notary Public, State of Hawaii My commission expires: 8-26-WW # of Pages: 23 # NP Third Circuit Document Date: 10.1. W21 Notary Name: LOIDA TORRANO Document Description: Hamakua Agricultural Cooperative Sublease 9.17.202 Notary Signature Date OF WINDING MANUNA

STATE OF HAWAII)) SS.	
COUNTY OF HAWAII	
On this <u>24</u> day of <u>Septembr</u> , 20 <u>21</u> , before me personally appeared <u>LON</u> BEACh and	_
to me known to be the person(s) described in and who executed the foregoing	
instrument and acknowledged that She executed the same as her free act and	
deed, No. 03 701 No. 03 701 No. 03 701 My commission expires: 11/200	123
Document Date: 10.1.21 # of Pages: M Notary Name: LAURA A. CAMARA Document Description: Humatua Underline Organitive Sublease HUUA O. CAMARA Notary Signature Date Notary Signature No. 03701 No. 03701 N	

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Exhibit 1



STATE OF HAWAII SURVEY DIVISION DEPT. OF ACCOUNTING AND GENERAL SERVICES HONOLULU

June 3, 1998

EXHIBIT

5553 B-16 Paquilo

E.E.F. N22,710

HAUOLA GOVERNMENT REMAINDER

Hauola, Hamakua, Island of Hawaii, Hawaii

Being a portion of the Government Land of Hauola.

Beginning at the southwest corner of this parcel of land and at the northwest corner of Grant 1277 to F. Funk, the coordinates of said point of beginning referred to Government Survey Triangulation Station "OPIHILALA" being 2498.70 feet North and 638.70 feet East, thence running by azimuths measured clockwise from True South:-

1.	200°	09'	30"	3060.00 feet along Grant 497 to C. J. Lyons;
2.	264°	31'		462.10 feet along Hauola Forest Reserve, Governor's Proclamation dated June 13, 1910;
3.	293°	44'		206.00 feet along Hauola Forest Reserve, Governor's Proclamation dated June 13, 1910;
4.	314°	18'	30"	387.10 feet along Hauola Forest Reserve, Governor's Proclamation dated June 13, 1910;
5.	21°	24'		71.80 feet along Hauola Forest Reserve, Governor's Proclamation dated June 13, 1910;
6.	304°	58'		75.80 feet along Hauola Forest Reserve, Governor's Proclamation dated June 13, 1910;
7.	239*	48'		91.10 feet along Hauoia Forest Reserve, Governor's Proclamation dated June 13, 1910;
8.	313°	09'		522.70 feet along Hauola Forest Reserve, Governor's Proclamation dated June 13, 1910;

PRELIM. APPR'D. Department of the Attorney General

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June 3, 1998

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C.S.F.N

9. 305 27 297.40 feet along Hauola Forest Reserve, Governor's Proclamation dated June 13, 1910; 10. 306° 41' 30" 491.90 feet along Hauola Forest Reserve, Governor's Proclamation dated June 13, 1910; 11. 291° 40' 462.60 feet along Hauola Forest Reserve, Governor's Proclamation dated June 13, 1910; 12. 27° 36' 228.00 feet along Hauola Forest Reserve, Governor's Proclamation dated June 13, 1910; 13. 354° 09' 93.80 feet along Hauola Forest Reserve, Governor's Proclamation dated June 13, 1910 to the middle of Waipunalau Gulch; 14. Thence along the middle of Walpunalau Gulch, along Grant 633 to R. Robinson, the direct azimuth and distance being: 17° 119.10 feet; 54' 15. 109° 40' 1219.40 feet along Parcel C of Grant 10287 to Hamakua Mil Co., along Parcel 1 of 40 Ft. Road Right-of-Way, along Grant 5257 to Hamakua Mill Co. and along Grant 10525 to Hamakua Mill Co.; 16. 199 40° 153.60 feet along Grant 10525 to Hamakua Mill Co.; 17. 307° 58' 23.00 feet along Grant 10525 to Hamakua Mill Co.; 18. Thence along Grant 10525 to Hamakua Mill Co. on a curve to the left with a radius of 1126.28 feet, the chord azimuth and distance being: 298 49 358.20 feet; 19. 199 40' 40.00 feet across Grant 5256 to F. M. Swanzy; 20. 18 30' 912.50 feet along Grant 9328 to Hamakua Mill Co.; 21. 288° 30' 606.80 feet along Grant 9328 to Hamakua Mill Co. to the middle of Waipunalau Gulch: 22. Thence along the middle Waipunalau Gulch, along Grant 633 to R. Robinson, the direct azimuth and distance being: 36° 13' 30" 1385.50 feet;

PRELUM. APPR'D. Department of the Attorney Goneral

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22,710 C.S.F. No.

June 3, 1998

S-5553 B-18

23. 117° 30' 2250.00 feet along Grant 1277 to F. Funk to the point of beginning and containing a GROSS AREA OF 164.918 ACRES, MORE OR LESS and a NET AREA OF 158.581 ACRES, MORE OR LESS after excluding therefrom the following:

EXCLUSIONS

 $\mathbf{I}_{\mathcal{X}}$ 40 Ft. Road Right-of-Way 1.653 ACRES 2. Portion of Deed: Territory of Hawaii to Hamakua Mill Co. dated May 12, 1910 and recorded in Liber 327, Pg. 441 (L.O.D. 1635) 2.718 ACRES Portion of Grant 5256 to F. M. Swanzy 3. 1.966 ACRES

TOTAL AREA OF EXCLUSIONS

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SURVEY DIVISION DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES STATE OF HAWAII

odani By: len Glenn J. Kodani Land Surveyor

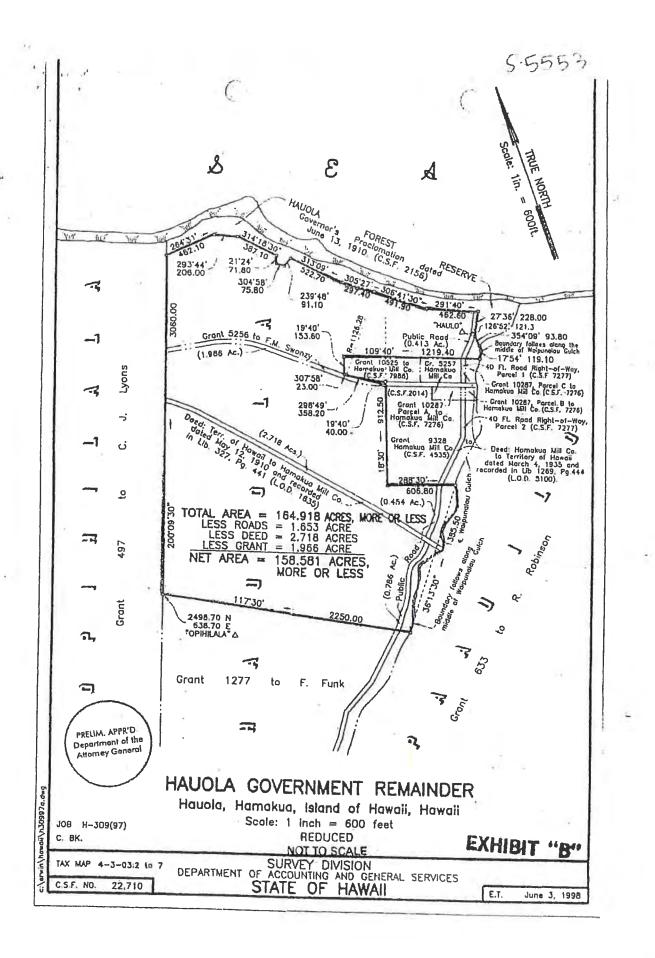
6.337 ACRES

gm

Compiled from CSF 10963 and other Govt. Survey Records. TMK: 4-3-03:2, 3, 4, 5, 6 and 7



-3-



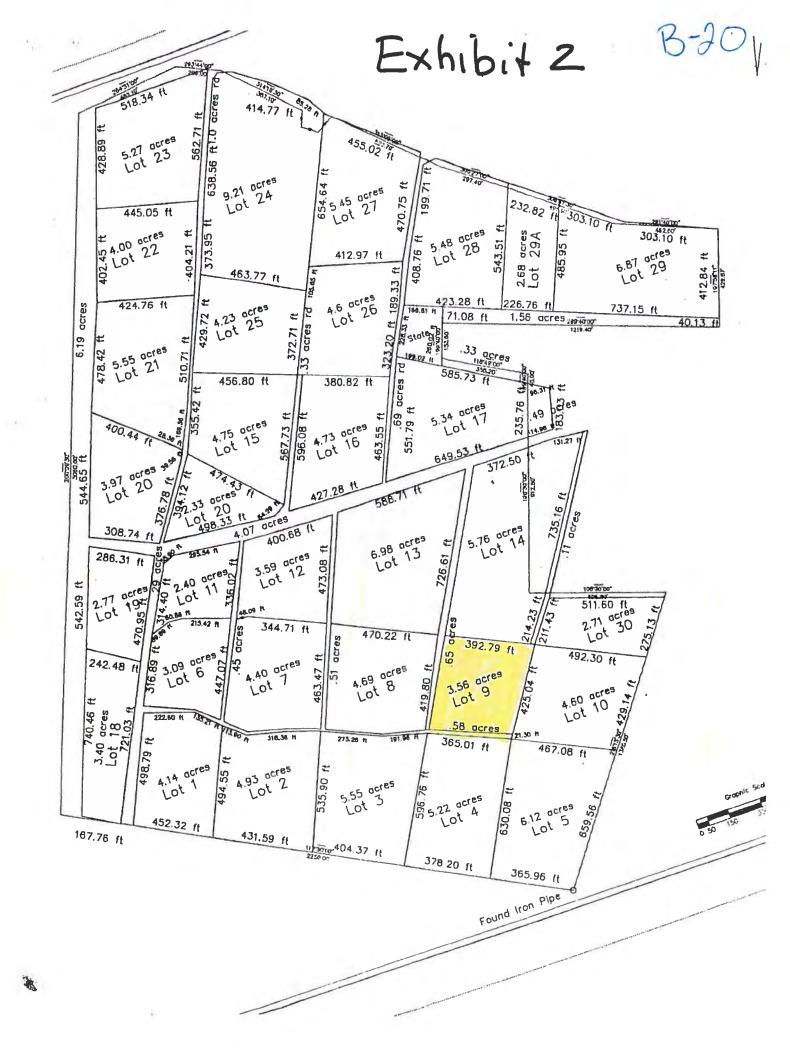


EXHIBIT 3

DEPARTMENT OF AGRICULTURE ASSIGNMENT OF SUBLEASE EVALUATION POLICY

1. Reference

§4-158-19(a)(5), effective December 6, 2007, reads in part:

"Prior to the approval of any assignment of lease permitted by this section, the board shall have the right to review and approve the consideration to be paid by the assignee and may condition its consent to the assignment of lease on payment by the lessee of a premium based on the amount by which the consideration for assignment, whether by cash, credit or otherwise, exceeds the depreciated cost of improvements and trade fixtures being transferred to the assignee; provided further that in the event of foreclosure or sale, the premium, if any, shall be assessed only after the encumbrances of record and any other advances made by the holder of a security interest are paid; provided further that the board may adjust the base and additional rental pursuant to the method outlined in section 4-158-21;"

2. Qualifying Subleases

This policy shall be applicable to the subject sublease.

3. Prior Approval

Prior to giving its consent to an assignment, the Department of Agriculture (DOA) must receive (i) the name, legal composition and address of any proposed assignee, (ii) a complete copy of the purchase agreement and the proposed assignment agreement, including the total consideration to be paid by the assignee for the assignment whether by cash, credit or otherwise, and (iii) the best available financial statement or balance sheet no older than 1 year prior to date of purchase agreement of the proposed assignee or any other such statement, audited or certified as correct by a financial officer of the proposed assignee.

Assignments of sublease shall not be entered into until the Attorney General has reviewed the proposed assignment and the Board of Agriculture (Board) has given its approval. Such assignments shall be entertained only if they meet the criteria set forth in §4-158-19(a)(3) and (4), HAR.

4. Qualifications of Assignee

If qualification was required of a sublessee as a pre-condition of the sublease, the prospective assignee must also be qualified to assume the sublease.

5. Consideration to be Paid

Prior to review by the Attorney General and approval by the Board, the sublessee (assignor) must present with written evidence of the consideration to be paid by the assignee and any other cost data that the state may require.

6. Payment of Premium

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The rule permits the state to receive from the sublessee (assignor) a premium based on the amount by which the consideration for the assignment, whether by cash, credit, or otherwise, exceeds the depreciated cost of improvements and trade fixtures being transferred to the assignee. The value of the inventory of merchandise and any other tangible assets in the sale of a business shall be deducted from the consideration paid. The appropriate cost index is then applied to determine the adjusted depreciated cost.

All sublessees shall be required to furnish the state with the actual costs of construction of all improvements and renovations within 30 days after its completion as well as the purchase costs of all trade fixtures acquired for the sublessee's operation on the premises within 30 days after evidence of the actual costs by copy of the construction contract, receipts or otherwise. Sublessees shall also be required to furnish an inventory of all personal property placed on the premises. Records of all costs incurred by the sublessee for construction of improvements or renovations as well as trade fixtures submitted by the sublessee shall be maintained in the sublease file and shall include the Construction Cost Index for Apartments, Hotels, Office Buildings (CCI) and the Honolulu Consumer Price Index for All Urban Consumers (CPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics for the year construction is completed.

The replacement cost for improvements or renovations is calculated by using the CCI for the evaluation year divided by the CCI for the year in which the improvements or renovations were completed (base year). The result is then multiplied by the original cost of the improvements or renovations. For trade fixtures, the cost is similarly calculated by using the CPI for the purchase year (base year) and the evaluation year.

Depreciation of improvements and trade fixtures will be determined on a straight line basis. Depreciation of improvements or renovations will be determined in the same proportion that the expired term of the improvements or renovations bear to the whole term. The whole term will be from the date the construction of the improvements or renovations are completed until the termination date of the sublease. Depreciation of trade fixtures will be determined in the same manner, except that the whole term will be the anticipated life of the trade fixture. The premium will be a maximum of 50% of the excess. The percentage will decrease by 5% after every 5 years of the term has elapsed in accordance with Schedule C. The sliding scale will encourage long term occupancy and prevent speculation as well as recognize the investment, effort, and risk of the sublessee.

Only in cases where the sublessee has essentially constructed or directed the construction of its own improvements, may the sublessee be given the option of paying for an appraiser, but to be selected by the state, to determine the valuation of the improvements.

Schedule D attached provides a typical example of the evaluation calculations using Schedule A to calculate the replacement cost for improvements or renovations and depreciation, Schedule B to calculate the cost and depreciation for trade fixtures, and Schedule C to obtain the premium percentage.

7. Non-qualifying Deductions

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The statute only recognizes tangible items. Intangibles such as "goodwill," business name recognition, etc., are <u>not</u> deductible.

8. Subsequent Assignments

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If the consideration for any subsequent assignment includes the purchase of existing tenant owned improvements, the evaluation will be conducted in a similar manner as the first assignment. An example is shown on Schedule E.

Using Schedule E, the consideration the assignor paid less included inventory and any premiums will be used to obtain the adjusted depreciated cost of improvements and trade fixtures. Also, the base year is redefined to be the date the assignor received the Consent of the Board to occupy the premises. The holding period (redefined base year to assignment date), or actual occupancy of the assignor, is used in place of the "expired term" when calculating depreciation. Depreciation will be calculated by dividing the holding period by the whole term of the sublease (the whole term will remain unchanged).

The change in the CCI will be reflected by comparing the CCI for the redefined base year to the most current CCI.

The holding period will be the basis for determining the appropriate premium percentage. Subtracting the included inventory and any premiums from the consideration the assignor paid will result in a reassessment of the market value of the improvements. If additional improvements were constructed by the assignor, they will be treated in the same manner as improvements constructed by an original sublessee.

The excess of subtracting the adjusted depreciated consideration the assignor <u>paid</u> and the adjusted depreciated cost of additional improvements, if any, from the consideration the assignor <u>received</u> will be used against the appropriate premium percentage to determine the amount payable to the state.

9. Rights of Holders of Security Interest

In the event of foreclosure or sale, the premium, if any shall be assessed only after the encumbrances of record and any other advances made by the holder of a security interest are paid.

10. State-owned Improvements

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When state-owned improvements are included in the subleased premises, improvement renovation requirements shall be recognized as being tenant-owned improvements for evaluation in the policy.

In other words, the total expenditure of the sublessee to fulfill the requirement would be treated as though a new improvement was constructed.

SCHEDULE A. Adjusted Depreciated Cost of Improvements or Renovations

1. Adjusted Cost of Improvements or Renovations.

Multiply the actual cost of the improvements or renovations by the most recent U.S. Construction Cost Index for Apartments, Hotels, Office Buildings (CCI)* and divide the result by the CCI of the year construction was completed (Base Year) to get the adjusted cost of improvements or renovations.

2. Depreciation.

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Determine the depreciation percentage on a straight-line basis by dividing the expired term of the improvements or renovations by the whole term of the improvements or renovations, the whole term beginning on the date the improvements or renovations are completed to the expiration date of the sublease. Multiply the adjusted cost of the improvements or renovations by the depreciation percentage to determine the depreciation.

3. Depreciated Cost of Improvements or Renovations.

Subtract the depreciation from the adjusted cost of improvements or renovations. The balance is the depreciated cost of improvements or renovations.

*As published by the U.S. Department of Labor, Bureau of Labor Statistics

Example:

Actual cost:	5
CCI (most recent):	1
CCI (base):	1
Expired term:	
Whole term:	4

\$500,000 121.1 102.3 57 mos. 408 mos.

1.

Adjusted Cost of Improvements or Renovations:

Actual Cost x CCI (most recent) / CCI (base)

\$500,000 x 121.1 / 102.3 = \$591,887

2. Depreciation:

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and Park London 20, 10 K, or 2 days

\$591,887 / 408 mos. x 57 mos. = \$82,690

Adjusted Depreciated Cost of Improvements or Renovations:

\$591,887 - \$82,690 = \$509,197

SCHEDULE B. Adjusted Depreciated Cost of Trade Fixtures

1. Adjusted Cost of Trade Fixture.

Multiply the actual cost of the improvements or renovations by the most recent Honolulu Consumer Price Index for All Urban Consumers (CPI)* and divide the result by the CPI of the year in which the purchase was made (base year).

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2. Depreciation.

Determine the depreciation percentage on a straight-line basis by dividing the expired term of the trade fixture by its anticipated life. Multiply the adjusted cost of the trade fixture by the depreciation percentage to determine the depreciation.

3. Depreciated Cost of Trade Fixtures.

Subtract the depreciation from the adjusted cost of the trade fixture. The balance is the depreciated cost of the trade fixture.

*As published by the U.S. Department of Labor, Bureau of Labor Statistics

Example:

Refrigerator

Actual cost:	\$1,510
CPI (most recent):	118.1
CPI (base):	104.6
Expired term:	57 mos
Whole term	96 mos
(Anticipated Life)	

1. Adjusted Cost of Trade Fixture:

Actual Cost x CPI (most recent) / CPI (Base Year)

\$1,510 x 118.1 / 104.6 = \$1,705

2. Depreciation:

\$1,705 / 96 mos. X 57 mos. = \$1,012

3. Adjusted Depreciated Cost of Trade Fixture:

1,705 - 1,012 = 693

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SCHEDULE C.

Premium Percentages

- 1. For the first 5 years, the premium is 50% of the amount by which the consideration for the assignment, whether by cash, credit, or otherwise, exceeds the depreciated cost of improvements and trade fixtures being transferred to the
 - assignee. The percentage will decrease by 5% after every-5 years of the total term has elapsed.

Years	Percentage
1 - 5	50%
6 - 10	45%
11 - 15	40%
16 - 20	35%
21 - 25	30%
26 - 30	25%
31 - 35	20%
36 - 40	15%
41 - 45	10%
46 - 50	5%
51 and over	0%

As an example, if a 55 year sublease was assigned after 57 months, the premium percentage would be 50%. If the assignment occurs after 130 months (10+ years), the percentage would be 40%.

2. The Board may impose a ten percent (10%) surcharge if the assignor has not performed sublease covenants to improve or use the property.

SCHEDULE D. Assignment of Sublease Calculations

1. Subtract from the consideration for the assignment that amount, if any, that is attributable to inventory.

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- 2. Calculate the Adjusted Depreciated Cost of Improvements or Renovations (see Schedule A)
- 3. Calculate the Adjusted Depreciated Cost of Trade Fixtures (see Schedule B).
- 4. Calculate the amount by which the consideration for the assignment, whether by cash, credit, or otherwise, exceeds the depreciated cost of improvements and trade fixtures being transferred to the assignee by subtracting the amounts derived by nos. 2 and 3 from the amount in no. 1 above.
- 5. Determine the appropriate premium percentage (see Schedule C). multiply by the excess, if any, derived by no. 4.

Example:

1.1

A sublease is being assigned 57 months after completion of the improvements at a consideration of \$600,000.

The initial cost of the improvements was \$500,000 while the current year CCI and base year CCI were 121.1 and 102.3, respectively. The whole term for the improvements is 408 months.

For the trade fixtures, the initial cost was \$1,510 with the current year CPI and base year CPI being 118.1 and 102.3, respectively. The total life expectancy is 96 months.

1.	Net Consideration:		\$600,000
2.	Adj. Cost Imp/Ren:	\$591,887	
	Depreciation:	<u>- 82,690</u>	
3.	Adj. Cost Imp/Ren:		-509,197
	Adj. Cost Trade Fixture:	1,705	
	Depreciation:	- 1,012	
	Adj. Dep Cost Trade Fixtures:		<u>- 693</u>
4.	Excess:		90,110
5.	Premium:	Percentage: 50%	\$45,055

SCHEDULE E. Subsequent Assignment of Sublease Calculations

- 1. Subtract from the consideration the assignor <u>received</u> for the assignment that amount, if any, that is attributable to inventory to derive the net consideration <u>received</u>.
- 2. Subtract from the consideration the assignor previously <u>paid</u> for the assignment that amount, if any, that was attributable to inventory. Also, subtract from the consideration the assignor previously <u>paid</u> for the assignment that amount, if any, that was attributable to premiums. The net consideration <u>paid</u> is now defined to be the value of improvements as of the date of the occupancy by the assignor.
- 3. Using the result from no. 2, calculate the Adjusted Depreciated Value of Improvements or Renovations (see Schedule A).
- 4. Subtract the amount derived by no. 3 from the amount in no. 1 to determine the amount by which the consideration <u>received</u> for the assignment, whether by cash, credit, or otherwise, exceeds the adjusted depreciated value of improvements being transferred to the assignee.
- 5. Determine the appropriate premium percentage (see Schedule C). Multiply by the excess, if any, derived by no. 4.

Example:

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1.

An assignor is assigning a sublease 107 months after receiving the consent of the Board. Occupancy or the holding period is defined to be 107 months. The consideration received is \$1,000,000.

The consideration <u>paid</u> by the assignor was \$600,000 while the current year CCI and redefined base year CCI were 156.4 and 121.1, respectively. The whole term was 408 months.

No inventory was included in either consideration. However, a premium of \$45,055 was paid to the state by the previous occupant from the \$600,000 consideration.

1	Net Consideration Received:		-,	£1 000 000
1.	Net Consideration Received.			\$1,000,000
2.	Consideration Paid:	\$600,000		
	Premium:	- 45,055		
	Net Consideration Paid:		\$554,945	
3.	Adj. Value Consideration (imp	rovements):		
	\$554,945 x (156.4 / 121.1):		\$716,708	
	Depreciation:			
	\$716,708 x (107 mos. / 408 r		<u>- 187,960</u>	
	Adj. Depreciated Value Consid	deration:		- 528,748
4.	Excess:			471,252
5.	Premíum:	Percentage:	45%	\$212,063

Hamakua/North Hilo Agricultural Cooperative

*

Sublease

This Sublease is made on this 25th day of June ______, 2021, by and between the <u>HAMAKUA AGRICULTURAL COOPERATIVE</u>, a Hawaii corporation, having its principal address at <u>P. O. Box 1335, Honokaa, Hawaii 96727</u> hereinafter called ("Coop"), and <u>AGEE, Inc</u> having his/her principal address at <u>P.O. Box 10, Ninole, Hi. 96773</u> hereinafter called, ("Farmer"),

WHEREAS, Coop was formed by to become the sublessor for former sugar lands to ensure that displaced sugar workers could obtain land to farm as sublessees,

WHEREAS, the State of Hawaii has entered into general leases with the Coop with the understanding that the Coop will sublease lands to farmers and the Coop holds State General Lease No. S-<u>7009</u> from the Department of Agriculture ("DOA"), State of Hawaii,

WHEREAS, Farmer desires to obtain a sublease for diversified agriculture and aquaculture purposes on the parcel of land designated and described in Exhibit 1 attached hereto,

WHEREAS, Farmer acknowledges and understands that his or her lease payable under this sublease represents a portion of the general lease referenced above,

WHEREAS, Farmer acknowledges and understands that his or her portion of the general lease payment, pro rata share of the real property taxes, as well as, any monies assessed by the Coop for the required performance bond, are held by the Coop to ensure payment of the general lease referenced above and is therefore held in trust by the Coop for payment of the general lease referenced above,

WHEREAS, Farmer further acknowledges and agrees that all payments required under this sublease made by Farmer to the Coop are to be held in trust by the Coop to ensure payment of the general lease, real property taxes and performance bonds due under the sublease,

WHEREAS, Farmer is a duly qualified member of the Hamakua Agricultural Cooperative and has an approved development plan on file with Coop;

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NOW, THEREFORE, in consideration of the mutual promises herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree to the following:

<u>WITNESSETH:</u>

Coop subleases to Farmer and Farmer accepts to sublease from Coop, approximately <u>9 acres</u>, also known as Lot No. 17 ______ Hamakua Agricultural Park, Phase II, being a portion of the land described in that certain General Lease No. <u>S-7009</u>, Department of Agriculture, State of Hawaii, hereinafter called ("State Lease") on the following terms and conditions. The approximate location of the subleased premises is outlined on the attached Exhibit 2. Farmer accepts the demised premises in "as is" condition.

This sublease shall be subject to the terms and conditions of the State Lease referenced above and Farmer agrees to comply with all such terms and conditions. In the event of a conflict, the terms of the State Lease shall govern. Farmer acknowledges that he has received a copy of and has read the State Lease and acknowledges that he is bound by all the terms and conditions shown in the State Lease.

IT IS AGREED:

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1. <u>Term of sublease</u>. This Sublease is effective on <u>September 1, 2021</u> and expires on <u>June 20, 2033</u>. Notwithstanding the foregoing, Farmer shall have the option to terminate this Sublease at any time with one hundred eighty (180) days advance written notice to the Coop.

2. <u>Sublease rent, additional rent</u>. As of <u>June</u> 25, <u>2021</u>, the base annual rent shall be \$ 104.50 per acre per year, provided however, the base annual rent shall be reopened and determined at the then fair market rental and shall include the determination or redetermination of the additional rent, as applicable. The fair market rental will be determined in accordance with the terms outlined in the State Lease. Rent reopenings will take place the day following the expiration of the twentieth (20th) and thirtieth (30th) year of the State Lease term.

Sublease rent payments are due and payable, in advance, in two equal installments on <u>May 15th</u> and November 15th of each year. If rent is not paid within thirty (30) days of its due date, Farmer shall pay interest on any and all unpaid or delinquent amounts at a rate of one percent (1%) per month.

Beginning in ______, and annually thereafter, Farmer shall be required to submit a report showing the gross proceeds from the sale of commodities produced on the premises during the preceding twelve (12) months. The amount of additional rent shall be determined by applying a percentage, 1½% until June 30, 2018, against the gross proceeds reported. The excess, if any, of the value so derived over the base annual rent shall constitute the additional rent. Together with the said report, Farmer shall pay within thirty days the additional rent due, if any.

3. Security deposit. No security deposit is required.

4. Use. Farmer shall use the subleased premises solely for diversified agricultural

the use of the premises and for the use permitted. Farmer shall carry out a program of conservation based upon a Conservation Plan developed by the Farmer in cooperation with the respective Soil and Water Conservation District, with which district Farmer shall apply for and attain cooperative status. Such Conservation Plan shall be submitted to the Coop for review and approval.

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5. <u>Utilization and development of the premises</u>. The development of the subleased premises shall be completed within three years from the commencement date of this sublease, with not less than fifty percent (50%) developed within the first two years of the sublease term. The above schedule shall be in accordance with a plan of utilization and development prepared by the Farmer and approved by the Coop before the execution of this sublease. Any modification or deviation from the plan or failure to develop the demised premises within the times stated above without the prior written approval of the Coop shall constitute a breach of this sublease and cause for the termination thereof.

6. <u>Real property taxes, performance bond, assessments, etc</u>. Farmer shall pay his pro rata share of the real property taxes assessed against the subleased premises by the County of Hawaii as well as any monies assessed by the Coop for the required performance bond when they become due and payable from time to time during the term of this sublease.

7. <u>Utility (Water) services</u>. There is no guaranty of the present or continued availability of water from the Hamakua Ditch System or any other sources. Farmer is responsible for his or her pro rata share of all charges, including but not limited to, utility and/or water, repair and maintenance of the water delivery system to the subleased premises, which may become due and payable from time to time during the tenancy of this sublease.

8. <u>Irrigation costs</u>. Without limiting the provisions of the preceding section, Farmer shall be responsible for its share of operating and maintenance costs associated with the irrigation system, which provides irrigation water to the Hamakua Agricultural Park including the subleased premises. Farmer agrees not to oppose the establishment of an irrigation project under Chapter 167, HRS, under which assessments, tolls, fees, and charges for water usage and irrigation system operation and maintenance shall be set; and Farmer agrees to abide by and to pay when due all rates and charges set by such irrigation project.

9. <u>Sanitation</u>. Farmer shall keep the subleased premises in a strictly clean, sanitary and orderly condition. Farmer shall keep the subleased premises free of industrial waste and harmful chemical spills. Human waste shall be disposed of in accordance with all applicable laws.

10. <u>Compliance with laws</u>. Farmer shall at all times comply with requirements of all applicable laws, rules, regulations and ordinances of municipal, state and federal authorities. Farmer will indemnify and hold Coop and the State of Hawaii harmless against all actions, suits, damages and claims by whomsoever brought or made by reason of nonobservance or nonperformance of applicable laws, ordinances, rules and regulations.

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11. <u>Inspection</u>. Representatives from the Coop or DOA are permitted to enter the subleased premises at any reasonable time for inspection purposes without notice to Farmer.

12. <u>Improvements</u>. (a) Farmer shall not, at any time during the term of the sublease, construct, place, maintain or install on the premises, any building, structure or improvement of any kind without the PRIOR WRITTEN APPROVAL of the Board of Directors of the Coop and the PRIOR WRITTEN APPROVAL of DOA. Said approval may be withheld at the sole discretion of DOA. Should Farmer fail to submit the plans and specifications, or receive prior written approval from the Coop and DOA, the Coop may require the removal or alteration of the improvements by Farmer at Farmer's expense.

(b) Such approved improvements or alterations shall be made in a good and workmanlike manner and in compliance with all laws and regulations of all governmental authority having jurisdiction over the subleased premises. In making such improvements or alterations, Farmer shall hold Coop and the State of Hawaii harmless from all claims and demands of every kind and character as a result of the construction.

(c) All approved improvements or alterations shall remain the property of Farmer until the expiration or earlier termination of the sublease, at which time the ownership shall, at the option of the Coop, remain and become the property of the Coop or shall be removed by Farmer at his sole cost and expense. Farmer shall, at his own expense, keep, repair and maintain all buildings and improvements now existing or hereinafter constructed in good order, condition and repair, reasonable wear and tear excepted.

13. Liens. Farmer shall not commit or suffer any act or neglect, which results in the subleased premises, and any improvements on the subleased premised becoming subject to any attachment, lien, charge or encumbrances, and shall indemnify, defend, and hold the Coop and the State of Hawaii harmless from and against all attachments, liens, charges and encumbrances.

14. Further sublease or assignments. Farmer may not assign this sublease or further sublease all or any part of the subleased premises, or allow other businesses or persons to occupy the subleased premises or any portion thereof without Coop's and the Department of Agriculture's prior written consent. Such consent may be withheld at the sole discretion of the Coop, or the Department of Agriculture. In addition, to or notwithstanding the other conditions of this paragraph, provided, further, that prior to the approval of any assignment or further subleasing of the premises, the DOA shall have the right to review and approve the consideration paid by the assignee/sublessee and may condition its consent to the assignment or sublease of the premises on the payment by the Farmer of a premium based on the amount by which the consideration for the assignment or sublease, whether by cash, credit, or otherwise, exceeds the straight-line depreciated cost of improvements and trade fixtures being transferred to the assignee or sublessee, as the case may be, pursuant to the Assignment of Lease Evaluation Policy adopted by the DOA on March 6, 1992, as amended, a copy of which is attached hereto as Exhibit "3." The premium on any subsequent assignments or subleases shall be the difference in the selling and purchase price plus the straight-line depreciated cost of any improvements constructed by the then assignor, pursuant

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to the above-mentioned Evaluation Policy.

With respect to State agricultural leases, in the event of foreclosure or sale, the above-described premium shall be assessed only after the encumbrances of record and any other advances made by the holders of security interest are paid.

If the Farmer is a partnership, joint venture, corporation, or limited liability company, the sale or transfer of 20% or more of ownership interest or stocks by dissolution, merger or any other means shall be deemed an assignment for purposes of this paragraph and subject to the right of the DOA to impose the foregoing premium.

15. <u>Indemnity</u>. Farmer shall indemnify, defend and hold harmless the Coop from any and all claims by or on behalf of any person or persons for personal injuries, wrongful death or property damage arising out of any act or occurrence committed or happening on the subleased premises including, but not be limited to all costs, attorneys' fees, expenses and liabilities incurred in connection with the defense of such claim.

16. Liability insurance. Farmer shall procure and maintain during the entire period of this sublease, a policy or policies of commercial general liability insurance as will protect it from and against any liability for all claims for personal injury, death, and property damage which may arise out of the exercise of rights granted herein, in a minimum amount of \$1,000,000.00, approved by the Coop, subject to periodic review and adjustment every two years, insuring the Coop, State of Hawaii, and Farmer against all claims for personal injury, death and property damage. The policy or policies shall cover the entire premises, including all buildings, improvements, and grounds and all roadways or sidewalks, if any, on or adjacent to the demised premises in the control or use of the Farmer. Farmer shall furnish the Coop with a certificate verifying the policy and shall furnish a certificate upon each renewal of the policy, each certificate to contain or be accompanied by an assurance of the insurer to notify the Lessor of any intention to cancel any policy prior to actual cancellation. The certificate of insurance shall name the Coop and the State of Hawaii as additional insureds and shall require a thirty (30) day notice to the Coop of any policy change or cancellation. The procuring of this policy shall not release or relieve the Farmer of its responsibility under this sublease or limit the amount of its liability under this sublease.

17. <u>Breach</u>. In the event of a breach or default of any term, covenant or condition of this sublease, the Coop shall deliver a written notice of breach or default by certified mail or personal service to Farmer making demand upon Farmer to cure or remedy the breach or default within sixty days from the date of receipt of the notice, provided that where the breach involves a failure to make timely rental payments, including payment of any additional rent, the written notice shall include a demand upon the Lessee to cure the breach within thirty days after receipt of the notice. Upon failure of Farmer to cure or remedy the breach or default within the time period provided, the Coop may terminate this sublease and take possession of the premises and shall retain all rent paid in advance as damages for the violations. All buildings and improvements, including crops and implements, shall remain and become the property of the Coop or at the option of the Coop, shall be removed by Farmer. Coop shall retain all amounts paid toward the performance bond as liquidated damages. Coop shall be entitled to recover from Farmer all damages incurred by the Coop by reason of the Farmer's default or breach including, but not limited to, the cost of recovering possession of the premises; expenses of reletting, including necessary renovation and alteration of the premises, reasonable attorneys fees and costs, and any real estate commission actually paid.

18. <u>Surrender</u>. Farmer shall, at the end of the term or sooner termination of this sublease, peaceably deliver to Coop possession of the subleased premises, together with all improvements existing or constructed thereon, additions, fixtures and alterations thereon, by whomsoever made or installed, including crops and implements, and keys, in good order, repair and condition, excepting ordinary wear and tear; or, at the option of the Coop, Farmer shall remove such improvements. Furthermore, should the Farmer fail to remove any and all of Farmer's personal property from the premises, after notice thereof, the Coop may remove and dispose of any and all personal property left on the subleased premises. Farmer agrees to pay all costs and expenses for disposal and removal of the personal property. This provision shall survive the termination of the sublease.

PROVIDED, HOWEVER that if Farmer shall have observed and performed all of the covenants and conditions herein contained and on Farmer's part to be observed and performed, Farmer may remove all trade fixtures, furnishings, equipment, or machinery installed or placed by Farmer in or upon the premises, but Farmer shall at Farmer's own expense repair any damage required by such removal and shall reimburse Coop for any loss of rent occasioned by such repair.

19. <u>Access</u>. Farmer shall not erect any barriers, gates, fences or other impediments across access roads or paths, which will in any way interfere or impede another Farmer's access to his or her subleased lot. Upon reasonable notice, Farmer shall allow Coop or its agents access to his or her subleased premises and allow the installation or maintenance of improvements, utilities, water, roads or other Coop work, which may be located on Farmer's subleased premises.

20. <u>Quiet enjoyment</u>. Upon payment by Farmer of rent, and upon observance and performance of all terms, covenants and conditions of this sublease, Farmer shall peaceably hold and enjoy the subleased premises during the term hereof without hindrance or interruption by Coop or anyone, lawfully or equitably claiming by, through or under Coop.

21. <u>Property insurance</u>. Farmer shall be solely responsible for obtaining and paying for insurance coverage for Farmer's improvements, equipment, supplies and personal property. Farmer shall hold Coop and the State of Hawaii harmless from any loss or damage to such property, naming the Coop and the State of Hawaii as additional insureds.

22. <u>Insolvency</u>. Any of the following shall constitute a breach of this Sublease by Farmer:

(a) Farmer filing a voluntary petition in bankruptcy, or

(b) The filing of an involuntary petition in bankruptcy or the filing of a petition for the appointment of a receiver against Farmer, neither of which is dismissed within thirty (30) days after its filing, or

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(c) A general assignment for the benefit of creditors including Farmer's interest in this sublease.

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23. <u>Public use</u>. It is agreed that if the whole or any part of the subleased premises shall be acquired, taken or condemned by any competent authority for any public or quasipublic use or purpose, then in any such event this sublease and any renewal and all rights and liabilities of the parties shall cease and expire and become null and void from and after the date when such possession shall be acquired or title be vested without apportionment to Farmer of the award or other compensation, if any, by reason of such acquisition, taking or condemnation except a portion of such award specifically allocated to the unexpired term of this sublease. Nothing herein shall deprive Farmer of the right, if any, to demand and if entitled, to receive from the acquiring, taking or condemning authority award or compensation for loss of or damage to Farmer's tangible property or business, provided that the same is not in diminution of the award or compensation payable to Coop or the State of Hawaii. Farmer shall make payment of all rent and other charges accrued and prorated to the date of such acquisition, taking or condemnation.

24. Hazardous materials. Farmer shall not cause or permit the escape, disposal or release of any hazardous materials except as permitted by law. Farmer shall not allow the storage or use of such materials in any manner not permitted by law or by the highest standards prevailing in the industry for the storage and use of such materials, nor allow to be brought onto the premises any such materials except to use in the ordinary course of Farmer's business, and then only after written notice is given to Coop of the identity of such materials and upon Coop's consent, which consent may be withheld at Coop's sole and absolute discretion. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials by Farmer, then Farmer shall be responsible for the reasonable costs thereof. In addition, Farmer shall execute affidavits, representations and the like from time to time at Coop's request concerning Farmer's best knowledge and belief regarding the presence of hazardous materials on the premises placed or released by Farmer. Farmer agrees to indemnify, defend, and hold Coop and State of Hawaii harmless from any damages and claims resulting from the release of hazardous materials on the premises occurring while Farmer is in possession, or elsewhere if caused by Farmer or persons acting under Farmer. These covenants shall survive the expiration or earlier termination of the lease.

For the purpose of this lease "hazardous material" shall mean any pollutant, toxic sub stance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation and Liability act, as amended, the Federal Clean Water Act, or any other federal, state, or local environmental law, regulation, ordinance, rule, or by law, whether existing as of the date hereof, previously enforced, or subsequently enacted.

25. <u>Attorneys' fees</u>. In case legal action shall be brought because of the breach of any other covenant herein contained on the part of Farmer to be kept and performed, the prevailing party shall be entitled to all costs in connection therewith including, but not limited to all reasonable attorneys' fees.

26. <u>Waiver of breach</u>. Farmer agrees that in the event of a breach of any of the covenants or conditions of this sublease by Farmer, Coop may with the knowledge of such breach permit Farmer to continue in possession of said premises and accept the rent herein stipulated, but such possession or acceptance of rent shall not be deemed a waiver of such or any other future breach, or of the Coop's rights to enforce the terms, covenants and conditions of the sublease.

27. <u>Holding over of premises</u>. With the consent of the Coop, any sublessee remaining after the expiration of the term of this sublease shall automatically become a month to month tenancy and shall observe the same terms and conditions herein specified so far as applicable and rent shall be paid together with other costs incurred or to be paid as set forth herein.

28. <u>Partial invalidity</u>. If any term, provision, covenant or condition of this sublease should be held to be invalid, void or unenforceable, the remainder of this lease shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

29. <u>No party deemed drafter</u>. The parties agree that no party shall be deemed to be the drafter of this Sublease and further that in the event that this Sublease is ever construed by a court of law, such court shall not construe this Sublease or any provision of this Sublease against any party as the drafter of the Sublease.

30. <u>Definitions</u>. The term "Farmer" and "Coop' herein, or any pronouns used in place thereof, shall mean and include the male or female, the singular or plural number, and joint and several, individuals, firms or corporations, and each of their respective successors, personal representatives and assigns, according to the context hereof. As used herein, the term "premises" refers to the real property above described and any improvements located thereon.

31. <u>Time is of the essence</u>. Time is of the essence in all provisions of this lease.

32. <u>Hunting</u>. No hunting shall be allowed on the premises during the term of this sublease.

33. <u>Governing law</u>. This Sublease shall be governed and construed in accordance with the laws of the State of Hawaii.

SPECIAL CONDITIONS

1. <u>Administrative costs</u>. Farmer shall pay to the Coop, in addition to the base annual rent herein, an administrative fee, in the amounts and at the times as approved by the Board of Directors.

[END OF TEXT]

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

HAMAKUA AGRICULTURAL COOPERATIVE

Deeretare Its

COOP

is J. Aguar (Print name)

(Signature)

RAMARUA WARLERINAL PART, ABADAT P

FARMER

5-7004

LOT 6

HAMAKUA AGRICULTURAL PARK

BEING ALL OF ROYAL PATENT 4725, LAND COMMISSION AWARD 10180, APANN 2 TO MALAO

AND PORTIONS OF GRANT 1557 TO KOANUI;

GRANT 1737 TO PAPAPA

AND ROYAL PATENT 4725, LAND COMMISSION AWARD 10180, APANA 1 TO MALAO

At Alaeakila and Kemau 2nd, Hamakua, Island of Hawaii, Hawaii

Beginning at the Northwest corner of this parcel of land, being also the Northeast corner of Lot 5, Hamakua Agricultural Park, the coordinates of said point of beginning, referred to Government Survey Triangulation Station "Opihilala" being 7,046.56 feet North and 6,240.97 feet West, and running by azimuths measured clockwise from true South:

1.	
⊥. 2. 264°47'	Along Lot 13 (Roadway Lot), Hamakua Agricultural Park, being the remainder of Grant 1557 to Koanui, on a curve to the left with a radius of 875.00 feet, the chord azimith and distance being: 275°13'32.6" 317.18 feet,
3.	338.15 feet along Lot 13 (Roadway Lot), Hamakua Agricultural Park, being the remainders of Grant 1557 to Koanui and R.P. 4725, L.C. Aw.10180, Ap.1 to Malao;
4.	Thence along Lot 13 (Roadway Lot), Hamakua Agricultural Park, being the remainder of R.P. 4725, L.C. Aw.10180, Ap.1 to Malao, on a curve to the right with a radius of 2,200.00 feet, the chord azimith and distance being: 267° 37'54.8" 218.66 feet,
1	Thence along Lot 14 (Roadway Lot), Hamakua Agricultural Park, being the remainder of R.P. 4725, L.C. Aw.10180, Ap.1 to Malao, on a curve to the right with a radius of 50.00 feet, the chord azimith and distance being: 326°10'54.8" 68.07 feet,
	1,919.21 feet along Lot 14 (Roadway Lot), Hamakua Agricultural Park, being the remainders of R.P. 4725, L.C. Aw.10180, Ap.1 to Malao and Grant 1557 to Koanui;
6. 111°53'	1,607.09 feet along Lot 10, Hamakua Agricultural Park, being the remainders of Grants 1557 to Koanui and 1737 to Papapa;
	Thence along Grant 4704 to S.B. Kaleo, being also the middle of Kaumoali Gulch, for the next five (5) courses, the direct azimuths and distances
	R.M. TOWILL CORPORATION CIVIL ENGINEERS · SURVEYORS 73-5574 MAIAU STREET, #118 · KAILUA-KONA, MAWAIL 96740
	-47- B-39

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STATE OF HAWAII)) SS.	
COUNTY OF HAWAII)	
On this <u>134</u> day of	0	
personally appeared Phyllis I Aquiar	and	······································
to me known to be the person(s) described and the person to be the person to be the person to be the person of the person		
instrument and acknowledged that she her e	xecuted the same as _	she/hur free act and
deed.		
18-687 NOTASL 18-687 OF HAWKING	-	<i>L Carvalho</i> <i>Garvalho</i> , State of Hawaii on expires: <u>12/02/2022</u>
Document Date:	# of Pages:	
Notary Name: Diann Many Carvalho		First Circuit
Document Description: Hamakua / North K	<u>Ilo Agricultural Co</u>	operative Subleax
Natari Simatura		<u>67/13/2021</u>
Notary Signature		Date
18-687 18-687 UBLIC		*

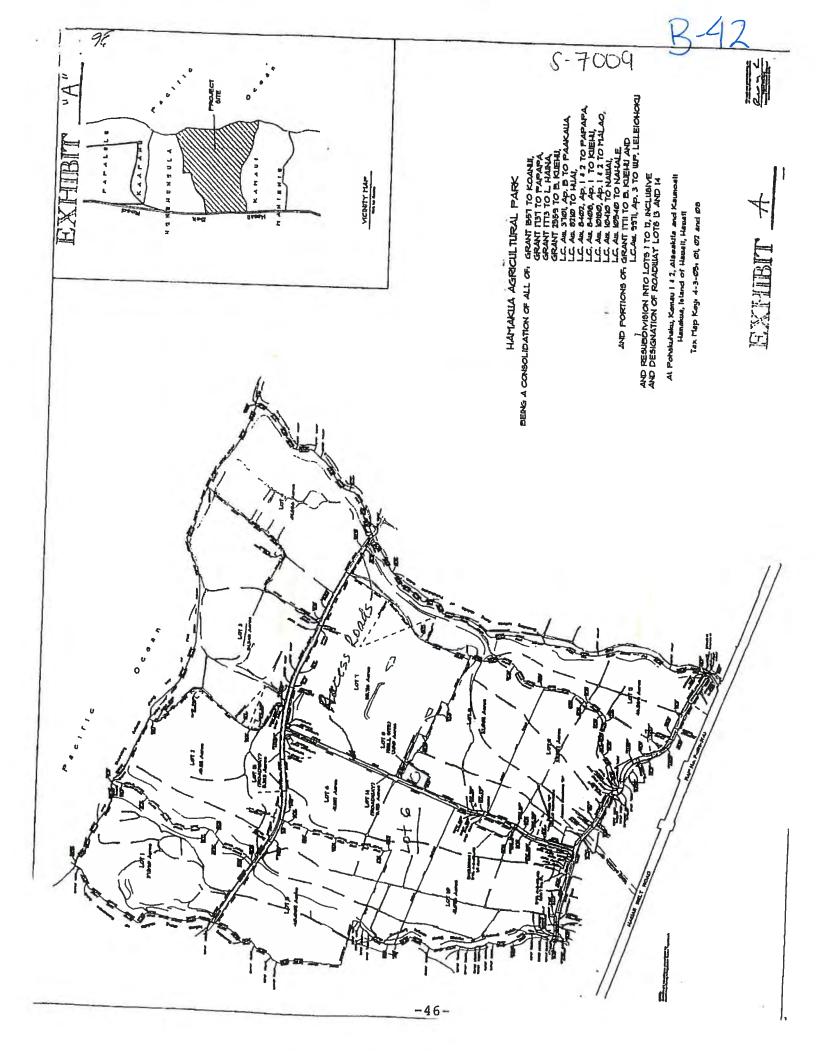
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5.7004 between points along said middle of gulch 7. 181° 33 1 102.45 feet; 8. 207° 54 1 185.00 feet; 9. 227°211 70.00 feet; 10. 212°37 : 65.00 feet; 11. 253°041 53.71 feet; 12. 292°131 839.41 feet along Lot 5, Hamakua Agricultural Park, being the remainder of Grant 1737 Thence along Lot 5, Hamakua Agricultural Park, being also the middle of Alaeakila Gulch, for the next thirteen (13) courses, the direct azimuths and distances between points along said middle of gulch being: 13. 172°17' 68.39 feet; 14. 185°30, 36.16 feet; 15. 197°531 104.00 feet; 16. 184°40' 150.00 feet; 17. 190°291 134.00 feet; 18. 201°231 126.00 feet; 19. 172°311 17.00 feet; 20. 200°331 128.00 feet; 21. 189°09, 143.00 feet; 22. 209°42; 77.00 feet; 23. 189°02' 143.00 feet; 24. 214° 15 1 69.00 feet; 25. 201° 47 1 31.19 feet, to the point of beginning and containing an area of 41.922 Acres, more or less.



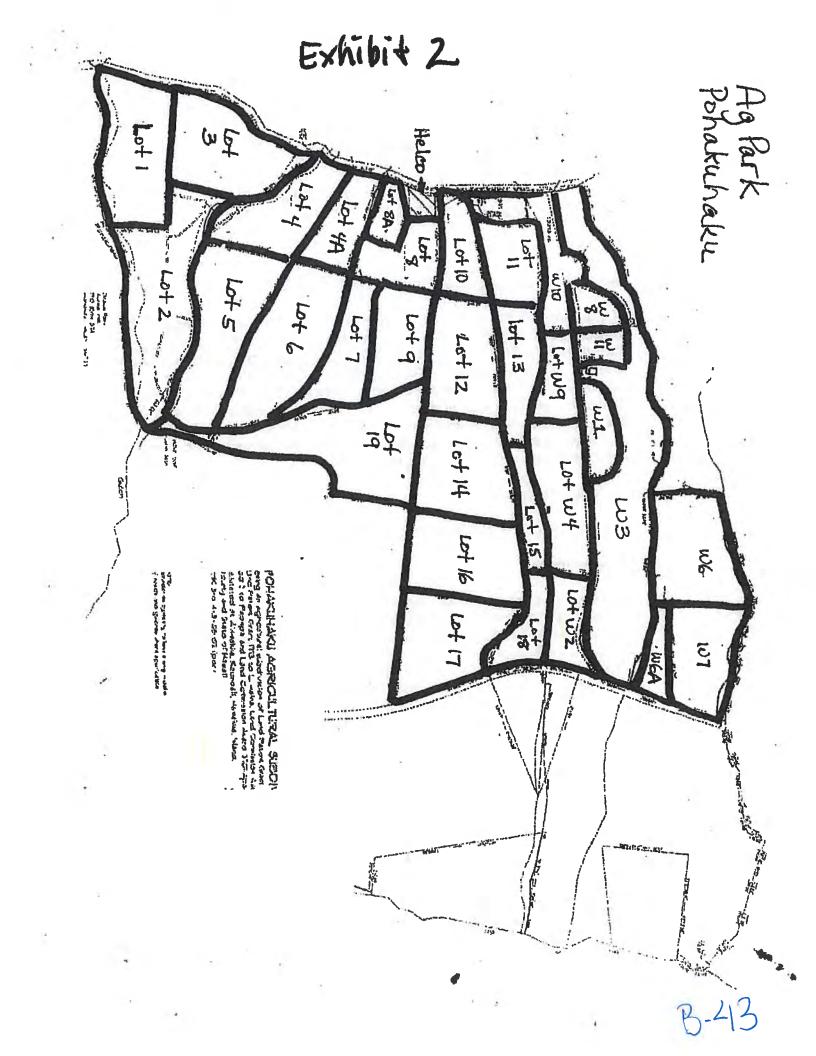


EXHIBIT 3

DEPARTMENT OF AGRICULTURE ASSIGNMENT OF SUBLEASE EVALUATION POLICY

1. Reference

Paragraph 15 Assignments, etc., of the general lease which reads in part:

"The Lessee shall not transfer, assign, or permit any other person to occupy or use the demised premises or any portion thereof or transfer or assign this lease or any interest herein, either voluntarily or by operation of law,...provided further that prior to the approval of any assignment of lease, the Board shall have the right to review and approve the consideration paid by the assignee and may condition its consent to the assignment of this lease on payment by the Lessee of a premium based on the amount by which the consideration for the assignment, whether by cash, credit, or otherwise, exceeds the straight-line depreciated cost of improvements and trade fixtures being transferred to the assignee;..."

2. Qualifying Subleases

This policy shall be applicable to the subject sublease.

3. Prior Approval

Prior to giving its consent to an assignment, the Department of Agriculture (DOA) must receive (i) the name, legal composition and address of any proposed assignee, (ii) a complete copy of the purchase agreement and the proposed assignment agreement, including the total consideration to be paid by the assignee for the assignment whether by cash, credit or otherwise, and (iii) the best available financial statement or balance sheet no older than 1 year prior to date of purchase agreement of the proposed assignee or any other such statement, audited or certified as correct by a financial officer of the proposed assignee.

Assignments of sublease shall not be entered into until the Attorney General has reviewed the proposed assignment and the Board of Agriculture (Board) has given its approval. Such assignments shall be entertained only if they meet the criteria set forth in \S -153-33(a)(b) and (c), HAR.

4. Qualifications of Assignee

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If qualification was required of a sublessee as a pre-condition of the sublease, the prospective assignee must also be qualified to assume the sublease.

5. Consideration to be Paid

Prior to review by the Attorney General and approval by the Board, the sublessee (assignor) must present with written evidence of the consideration to be paid by the assignee and any other cost data that the state may require.

6. Payment of Premium

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The rule permits the state to receive from the sublessee (assignor) a premium based on the amount by which the consideration for the assignment, whether by cash, credit, or otherwise, exceeds the depreciated cost of improvements and trade fixtures being transferred to the assignee. The value of the inventory of merchandise and any other tangible assets in the sale of a business shall be deducted from the consideration paid. The appropriate cost index is then applied to determine the adjusted depreciated cost.

All sublessees shall be required to furnish the state with the actual costs of construction of all improvements and renovations within 30 days after its completion as well as the purchase costs of all trade fixtures acquired for the sublessee's operation on the premises within 30 days after evidence of the actual costs by copy of the construction contract, receipts or otherwise. Sublessees shall also be required to furnish an inventory of all personal property placed on the premises. Records of all costs incurred by the sublessee for construction of improvements or renovations as well as trade fixtures submitted by the sublessee shall be maintained in the sublease file and shall include the Construction Cost Index for Apartments, Hotels, Office Buildings (CCI) and the Honolulu Consumer Price Index for All Urban Consumers (CPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics for the year construction is completed.

The replacement cost for improvements or renovations is calculated by using the CCI for the evaluation year divided by the CCI for the year in which the improvements or renovations were completed (base year). The result is then multiplied by the original cost of the improvements or renovations. For trade fixtures, the cost is similarly calculated by using the CPI for the purchase year (base year) and the evaluation year.

Depreciation of improvements and trade fixtures will be determined on a straight line basis. Depreciation of improvements or renovations will be determined in the same proportion that the expired term of the improvements or renovations bear to the whole term. The whole term will be from the date the construction of the improvements or renovations are completed until the termination date of the sublease. Depreciation of trade fixtures will be determined in the same manner, except that the whole term will be the anticipated life of the trade fixture.

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The premium will be a maximum of 50% of the excess. The percentage will decrease by 5% after every 5 years of the term has elapsed in accordance with Schedule C. The sliding scale will encourage long term occupancy and prevent speculation as well as recognize the investment, effort, and risk of the sublessee.

Only in cases where the sublessee has essentially constructed or directed the construction of its own improvements, may the sublessee be given the option of paying for an appraiser, but to be selected by the state, to determine the valuation of the improvements.

Schedule D attached provides a typical example of the evaluation calculations using Schedule A to calculate the replacement cost for improvements or renovations and depreciation, Schedule B to calculate the cost and depreciation for trade fixtures, and Schedule C to obtain the premium percentage.

7. Non-qualifying Deductions

The statute only recognizes tangible items. Intangibles such as "goodwill," business name recognition, etc., are <u>not</u> deductible.

8. Subsequent Assignments

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If the consideration for any subsequent assignment includes the purchase of existing tenant owned improvements, the evaluation will be conducted in a similar manner as the first assignment. An example is shown on Schedule E.

Using Schedule E, the consideration the assignor paid less included inventory and any premiums will be used to obtain the adjusted depreciated cost of improvements and trade fixtures. Also, the base year is redefined to be the date the assignor received the Consent of the Board to occupy the premises. The holding period (redefined base year to assignment date), or actual occupancy of the assignor, is used in place of the "expired term" when calculating depreciation. Depreciation will be calculated by dividing the holding period by the whole term of the sublease (the whole term will remain unchanged).

The change in the CCI will be reflected by comparing the CCI for the redefined base year to the most current CCI.

The holding period will be the basis for determining the appropriate premium percentage. Subtracting the included inventory and any premiums from the consideration the assignor paid will result in a reassessment of the market value of the improvements. If additional improvements were constructed by the assignor, they will be treated in the same manner as improvements constructed by an original sublessee. The excess of subtracting the adjusted depreciated consideration the assignor <u>paid</u> and the adjusted depreciated cost of additional improvements, if any, from the consideration the assignor <u>received</u> will be used against the appropriate premium percentage to determine the amount payable to the state.

9. Rights of Holders of Security Interest

In the event of foreclosure or sale, the premium, if any shall be assessed only after the encumbrances of record and any other advances made by the holder of a security interest are paid.

10. State-owned Improvements

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When state-owned improvements are included in the subleased premises, improvement renovation requirements shall be recognized as being tenant-owned improvements for evaluation in the policy.

In other words, the total expenditure of the sublessee to fulfill the requirement would be treated as though a new improvement was constructed.

SCHEDULE A. Adjusted Depreciated Cost of Improvements or Renovations

1. Adjusted Cost of Improvements or Renovations.

Multiply the actual cost of the improvements or renovations by the most recent U.S. Construction Cost Index for Apartments, Hotels, Office Buildings (CCI)* and divide the result by the CCI of the year construction was completed (Base Year) to get the adjusted cost of improvements or renovations.

2. Depreciation.

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Determine the depreciation percentage on a straight-line basis by dividing the expired term of the improvements or renovations by the whole term of the improvements or renovations, the whole term beginning on the date the improvements or renovations are completed to the expiration date of the sublease. Multiply the adjusted cost of the improvements or renovations by the depreciation percentage to determine the depreciation.

3. Depreciated Cost of Improvements or Renovations.

Subtract the depreciation from the adjusted cost of improvements or renovations. The balance is the depreciated cost of improvements or renovations.

*As published by the U.S. Department of Labor, Bureau of Labor Statistics

Example:		Actual cost: CCI (most recent): CCI (base): Expired term: Whole term:	\$500,000 121.1 102.3 57 mos. 408 mos.
1.	Adjusted Cos	t of Improvements or Renovat	ions:
		Actual Cost x CCI (most rec \$500,000 x 121.1 / 102.3 = \$	
2.	Depreciation:		
		\$591,887 / 408 mos. x 57 mo	os. = \$82,690
3.	Adjusted Dep	reciated Cost of Improvement	s or Renovations:
		\$591,887 - \$82,690 = <u>\$509,1</u>	.97

SCHEDULE B. Adjusted Depreciated Cost of Trade Fixtures

1. Adjusted Cost of Trade Fixture.

Multiply the actual cost of the improvements or renovations by the most recent Honolulu Consumer Price Index for All Urban Consumers (CPI)* and divide the result by the CPI of the year in which the purchase was made (base year).

2. Depreciation.

Determine the depreciation percentage on a straight-line basis by dividing the expired term of the trade fixture by its anticipated life. Multiply the adjusted cost of the trade fixture by the depreciation percentage to determine the depreciation.

3. Depreciated Cost of Trade Fixtures.

Subtract the depreciation from the adjusted cost of the trade fixture. The balance is the depreciated cost of the trade fixture.

*As published by the U.S. Department of Labor, Bureau of Labor Statistics

Example:

Refrigerator

Actual cost:	\$1,510
CPI (most recent):	118.1
CPI (base):	104.6
Expired term:	57 mos.
Whole term	96 mos.
(Anticipated Life)	

1. Adjusted Cost of Trade Fixture:

Actual Cost x CPI (most recent) / CPI (Base Year)

\$1,510 x 118.1 / 104.6 = \$1,705

2. Depreciation:

\$1,705 / 96 mos. X 57 mos. = \$1,012

3. Adjusted Depreciated Cost of Trade Fixture:

$$1,705 - 1,012 = 693$$

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SCHEDULE C. Premium Percentages

1. For the first 5 years, the premium is 50% of the amount by which the consideration for the assignment, whether by cash, credit, or otherwise, exceeds the depreciated cost of improvements and trade fixtures being transferred to the assignee. The percentage will decrease by 5% after every 5 years of the total term has elapsed.

Years	Percentage
1 - 5	50%
6 - 10	45%
11 - 15	40%
16 - 20	35%
21 - 25	30%
26 - 30	25%
31 - 35	20%
36 - 40	15%
41 - 45	10%
46 - 50	5%
51 and over	0%

NAMES AND ADDRESS OF PARTY ADDRESS

As an example, if a 55 year sublease was assigned after 57 months, the premium percentage would be 50%. If the assignment occurs after 130 months (10+ years), the percentage would be 40%.

2. The Board may impose a ten percent (10%) surcharge if the assignor has not performed sublease covenants to improve or use the property.

SCHEDULE D. Assignment of Sublease Calculations

- 1. Subtract from the consideration for the assignment that amount, if any, that is attributable to inventory.
- 2. Calculate the Adjusted Depreciated Cost of Improvements or Renovations (see Schedule A)
- 3. Calculate the Adjusted Depreciated Cost of Trade Fixtures (see Schedule B).
- 4. Calculate the amount by which the consideration for the assignment, whether by cash, credit, or otherwise, exceeds the depreciated cost of improvements and trade fixtures being transferred to the assignee by subtracting the amounts derived by nos. 2 and 3 from the amount in no. 1 above.
- 5. Determine the appropriate premium percentage (see Schedule C). multiply by the excess, if any, derived by no. 4.

Example:

A sublease is being assigned 57 months after completion of the improvements at a consideration of \$600,000.

The initial cost of the improvements was \$500,000 while the current year CCI and base year CCI were 121.1 and 102.3, respectively. The whole term for the improvements is 408 months.

For the trade fixtures, the initial cost was \$1,510 with the current year CPI and base year CPI being 118.1 and 102.3, respectively. The total life expectancy is 96 months.

1.	Net Consideration:		\$600,000
2.	Adj. Cost Imp/Ren:	\$591,887	,
	Depreciation:	- 82,690	
3.	Adj. Cost Imp/Ren:		-509,197
	Adj. Cost Trade Fixture:	1,705	· · · , · · ·
	Depreciation:	- 1,012	
	Adj. Dep Cost Trade Fixtures:		- 693
4.	Excess:		90,110
5.	Premium:	Percentage: 50%	\$45,055

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SCHEDULE E. Subsequent Assignment of Sublease Calculations

- 1. Subtract from the consideration the assignor <u>received</u> for the assignment that amount, if any, that is attributable to inventory to derive the net consideration <u>received</u>.
- 2. Subtract from the consideration the assignor previously <u>paid</u> for the assignment that amount, if any, that was attributable to inventory. Also, subtract from the consideration the assignor previously <u>paid</u> for the assignment that amount, if any, that was attributable to premiums. The net consideration <u>paid</u> is now defined to be the value of improvements as of the date of the occupancy by the assignor.
- 3. Using the result from no. 2, calculate the Adjusted Depreciated Value of Improvements or Renovations (see Schedule A).
- 4. Subtract the amount derived by no. 3 from the amount in no. 1 to determine the amount by which the consideration <u>received</u> for the assignment, whether by cash, credit, or otherwise, exceeds the adjusted depreciated value of improvements being transferred to the assignee.
- 5. Determine the appropriate premium percentage (see Schedule C). Multiply by the excess, if any, derived by no. 4.

Example:

An assignor is assigning a sublease 107 months after receiving the consent of the Board. Occupancy or the holding period is defined to be 107 months. The consideration received is \$1,000,000.

The consideration <u>paid</u> by the assignor was \$600,000 while the current year CCI and redefined base year CCI were 156.4 and 121.1, respectively. The whole term was 408 months.

No inventory was included in either consideration. However, a premium of \$45,055 was paid to the state by the previous occupant from the \$600,000 consideration.

1.	Net Consideration Received;			\$1,000,000
2.	Consideration Paid:	\$600,000		
	Premium:	- 45,055		
	Net Consideration Paid:		\$5 <mark>54,945</mark>	
3.	Adj. Value Consideration (impl	rovements):		
	\$554,945 x (156.4 / 121.1):		\$716,708	
	Depreciation:			
	\$716,708 x (107 mos. / 408 n		<u>- 187,960</u>	
	Adj. Depreciated Value Consid	eration:		- 528,748
4.	Excess:			471,252
5.	Premium:	Percentage:	45%	\$212,063

STATE OF HAWAII DEPARTMENT OF AGRICULTURE AGRICULTURAL RESOURCE MANAGEMENT DIVISION HONOLULU, HAWAII

November 30, 2021

Board of Agriculture Honolulu, Hawaii

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Subject:	REQUEST APPROVAL FOR CONVERSION OF REVOCABLE PERMIT NO. S-7713 TO A NEW GENERAL LEASE FOR DALE HARDINGER AND CARLA HARDINGER; TMK: (1) 4-1-018:049; KOOLAUPOKO, WAIMANALO, ISLAND OF OAHU, HAWAII
Authority:	Section 166E-4 and 11, Hawaii Revised Statutes (HRS), and Section 4-158-8, Hawaii Administrative Rules (HAR)
Permittee:	Dale Hardinger and Carla Hardinger
Land Area:	0.826 gross acres
Tax Map Key	: (1) 4-1-018:049 (Exhibit "A")
Land Status:	Encumbered by Governor's Executive Order No. 4535 to the Department of Agriculture for Non-Agricultural Park Lands purposes in 2017
Lease Term:	Month-to-Month Permit
Current Bonti	\$200.52 per year

B-53

Current Rent: \$200.52 per year

Character of

Use: Pasture Purposes

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Board of Agriculture November 30, 2021 Page 2 of 3

REMARKS:

On June 17, 2011, the Board of Land and Natural Resources executed Revocable Permit No. S-7713 with Dale Hardinger and Carla Hardinger, husband and wife, for pasture purposes. In 2017, the revocable permit was transferred to the Department of Agriculture for management by Governor's Executive Order No. 4535.

Mr. and Mrs. Hardinger requests approval to convert the month-to-month revocable permit to a new 35-year Non-Agricultural Park Lands lease pursuant to Sections 166E-4 and 11, HRS, and 4-158-8, HAR. The conversion of the month-to-month permit to a long-term lease will provide Mr. and Mrs. Hardinger with stability and the opportunity to qualify for loans to improve and maintain the premises.

In issuing the new converted lease, the requirements of Section 4-158-8(b), HAR state that the Department shall:

- Require an appraisal of the parcel in accordance with Section 4-158-21, HAR;
- Impose other lease terms, provisions, restrictions, and conditions as provided in this chapters as may be required to protect the State's interest;
- Require the payment of annual lease rent by appraisal and a premium computed at twenty-five percent of the annual base rent for each year of lease equal to the number of years that person occupied the land, but not to exceed seven (7) years; and
- Require those qualifying under subsection (a) to meet the bona fide farmer criteria as defined in Section 4-158-1.

An appraisal has been conducted pursuant to Section 4-158-21, HAR, for the purpose of determining the fair market rental for the subject parcel. At its October 26, 2021 meeting, the Board of Agriculture approved the appraised annual lease rental. Upon the commencement of the lease, the annual base rental will be \$25.00 for the initial lease term. Additionally, commensurate with the administrative rules, the Lessee will pay a premium equal to 25% of the annual base rental for the new lease for a period not to exceed seven (7) years from the commencement of the converted lease term. Further, the Board and Permittee mutually agree to cancel the existing Revocable Permit No. S-7713 subject to execution of the converted general lease documenting the effective date.

Board of Agriculture November 30, 2021 Page 3 of 3

<u>RECOMMENDATION</u>:

That the Board of Agriculture:

- 1. Find that by allowing the conversion of this Revocable Permit to a new long-term lease, the State would realize greater returns and reduce disruptions to current ongoing farming operations and is, therefore, in the public interest; and
- 2. Approve Permittee's request to convert Revocable Permit No. S-7713 held by Dale Hardinger and Carla Hardinger to a new Non-Agricultural Park Lands lease of not more than thirty-five (35) years for its initial lease term.

All documents are subject to the approval as to form by the Department of the Attorney General, and such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

Respectfully submitted,

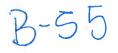
BRIAN KAU, P.E. Administrator and Chief Engineer Agricultural Resource Management Division

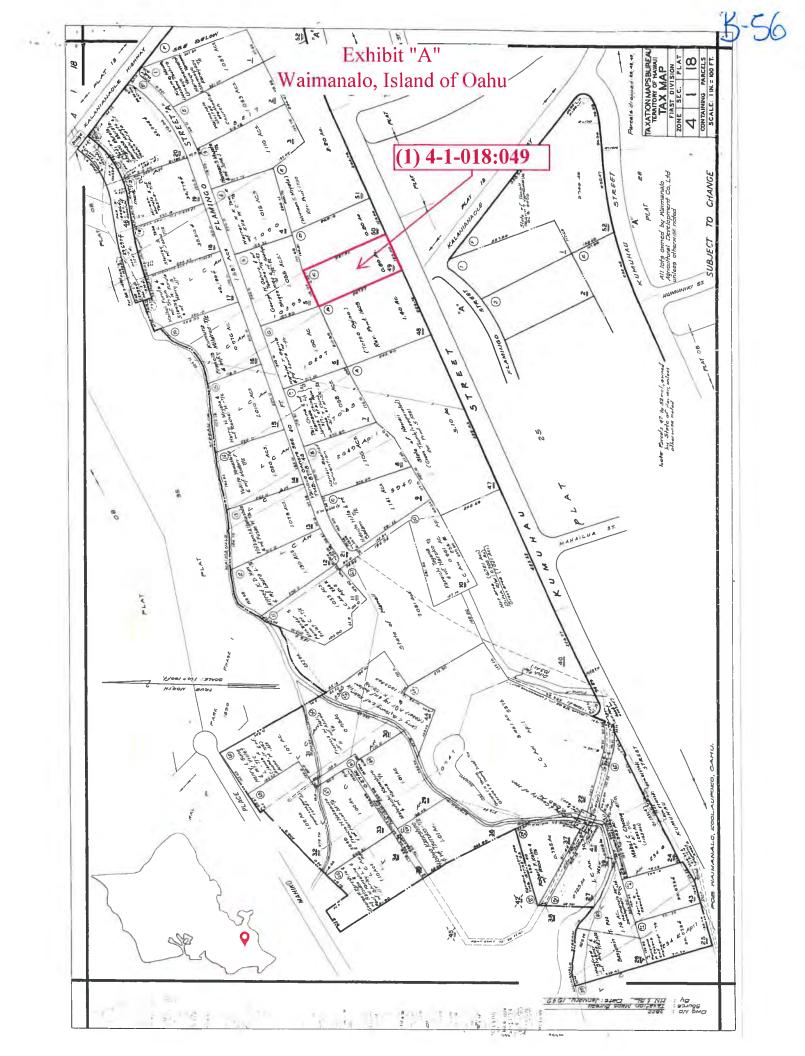
Attachments - Exhibit "A"

APPROVED FOR SUBMISSION:

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PHYLLIS SHIMABUKURO-GEISER Chairperson, Board of Agriculture





STATE OF HAWAII DEPARTMENT OF AGRICULTURE AGRICULTURAL RESOURCE MANAGEMENT DIVISION HONOLULU, HAWAII 96814

November 30, 2021

Board of Agriculture Honolulu, Hawaii

Subject:	 REQUEST FOR APPROVAL FOR THE TRANSFER OF PUBLIC LANDS FROM THE DEPARTMENT OF LAND AND NATURAL RESOURCES TO THE DEPARTMENT OF AGRICULTURE PURSUANT TO ACT 90, SLH 2003, CODIFIED AS CHAPTER 166E, HAWAII REVISED STATUTES; TMK NOS.: (3) 2-4-005:001; (3) 2-4-005:012; (3) 2-4-051:111; (3) 2-2-048:001; ISLAND OF HAWAII, HAWAII
Authority:	Section 166E-3, Hawaii Revised Statutes ("HRS")
Tax Map Keys:	See Exhibit "A"

BACKGROUND:

Act 90, Sessions Laws of Hawaii ("SLH") 2003 established the Non-Agricultural Park Lands Program within the Hawaii Department of Agriculture ("HDOA"), and was codified as Chapter 166E, HRS. Under this program, the Legislature found that certain public lands classified for agricultural use by the Department of Land and Natural Resources ("DLNR") should be transferred to the HDOA for purposes and in a manner consistent with Article XI, Section 10, of the State Constitution.

The purpose of this chapter is to ensure the long-term productive use of public lands leased or available to be leased by the DLNR for agricultural purposes by allowing these lands to be transferred to the HDOA for leasing and management.

In accordance with provisions of Act 90, SLH 2003, the Board of Agriculture (BOA) must mutually approve of the selected encumbrances for transfer. On the island of Hawaii, staff verified compliance of four (4) encumbrances for approval by BOA as listed below.

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Board of Agriculture November 30, 2021 Page 2 of 2

Doc No.	<u>Tax Map Key (TMK)</u>	Character of Use	<u>Leased</u> Area (AC)
Vacant	(3) 2-4-005:001	Pasture	68.659
Vacant	(3) 2-4-005:012	Pasture	2.59
Vacant	(3) 2-4-051:111	Pasture	33.443
Vacant	(3) 2-2-048:001	Diversified Ag.	7.855

<u>RECOMMENDATION</u>:

Staff has reviewed the list of proposed encumbrances and performed its due diligence and recommends that the Board approve the transfer of the four (4) encumbrances on the island of Hawaii as listed above.

Respectfully submitted,

BRIAN KAU, P.E. Administrator and Chief Engineer Agricultural Resource Management Division

Attachment - Exhibit "A"

APPROVED FOR SUBMISSION

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PHYLLIS SHIMABUKURO-GEISER Chairperson, Board of Agriculture

STATE OF HAWAII DEPARTMENT OF AGRICULTURE ANIMAL INDUSTRY DIVISION ANIMAL DISEASE CONTROL BRANCH 99-941 HALAWA VALLEY STREET AIEA, HAWAII 96701

November 30, 2021

Board of Agriculture Honolulu, Hawaii

> Subject: Request for (1) Preliminary Approval of Proposed Amendments to Chapter 4-16, Hawaii Administrative Rules, entitled "Cattle, Sheep and Goats" Concerning: Objective, Construction of rules, Subchapters, Definitions, Quarantinegeneral, Quarantine area-feedlot, Quarantine areaslaughterhouse, Regulatory jurisdiction on importations, Entry status on imports, Ports of entry, Carrier responsibility on importations, Use of quarantine station facilities, Regulatory jurisdiction on exports; Subchapter 2 Cattle, Scope, Preshipment entry requirements, Post-shipment entry requirements, Anaplasmosis surveillance, control, and eradication, Brucellosis surveillance, control, and eradication, Vaccination brucellosis prohibited; exceptions. for Tuberculosis control and eradication; Subchapter 3 Sheep, Scope, Preshipment entry requirements, Post-shipment entry requirements; Subchapter 4 Goats, Scope, Preshipment entry requirements, Post-shipment entry requirements and (2) Authorization of the Chairpersonto Schedule Public Hearings and Appoint One Or More Hearings Officer.

The primary reasons for amending Chapter 4-16, Hawaii Administrative Rules are to amend and clarify definitions and carrier responsibility; add Bison, Water Buffalo and Camelid requirements, revise entry requirements; amend and clarify use of state quarantine station and fees; and update the chapter to reflect current science and terminology.

Proposed Amendments:

Chapter 4-16 title is amended by adding "Bison, Water Buffalo, Camelids."

Subchapter 2 title is amended by adding "Bison, Water Buffalo."

Subchapter 4 title is amended by adding "Camelids."

Board of Agriculture Honolulu, Hawaii November 30, 2021 Page 2

Section 4-16-1, Objective. "Bison, Water Buffalo, Camelids" is added and section simplified.

Section 4-16-3, Subchapters is amended to add "bison, water buffalo, camelids."

Section 4-16-4 Definitions. proposed amendments clarify and accommodate changes made elsewhere in the document.

- 1) The definition "Animals" is expanded.
- 2) The definition "APHIS" is added.
- 3) The definition "Board" is simplified.
- 4) The definition "Carrier" is clarified.
- 5) The definition "Certificate of Veterinary Inspection" or "CVI" is added.
- 6) The definition "Chairperson" is simplified.
- 7) The definition "Contact is added.
- 8) The definition "Department" is simplified.
- 9) The definition "Division head" is simplified.
- 10) The definition "Domestic animals" is expanded.
- 11) The definition "Effects" is clarified.
- 12) The definition "Entry" is added.
- 13) The definition "Hold order" is added.
- 14) The definition "Health Certificate" is clarified and relocated according to alphabetization.
- 15) The definition "Inspector" is expanded.
- 16) The definition "Official vaccinate" is updated.
- 17) The definition "Polymerase chain reaction" or "PCR" is added.
- 18) The definition "Premises" is replaced with "Premise'.
- 19) The definition "Provisional quarantine" is deleted.
- 20) The definition "Quarantine" is clarified.
- 21) The definition "Shipmaster's declaration" is clarified.
- 22) The definition "State veterinarian" is updated.
- 23) The definition "Vaccine" is clarified.

Section 4-16-5 Quarantine-general. "population of animals" is added.

Section 4-16-6 Quarantine area-feedlot. clarifies newborn management

Section 4-16-7 Quarantine area-slaughterhouse clarifies movement

Section 4-16-8 Regulatory jurisdiction on importations. Bison, Water Buffalo and Camelids are added.

Section 4-16-9 Entry status on imports. Bison, Water Buffalo and Camelids are added and permitting requirement for Plant Quarantine branch added.

Section 4-16-10 Ports of entry. Ports are clarified by species and Bison, Water Buffalo, Camelids species are added.

Section 4-16-11 Carrier responsibility on importation.

- 1) Section title is simplified by eliminating "on importation"
- 2) Bison, Water Buffalo and Camelids are added.
- 3) Intrastate transport requirements are added for loading, unloading, ventilation, food and water, shipping container standards and density.

Section 4-16-12 Use of quarantine station facilities. Bison, Water Buffalo and Camelids are added and responsibilities of owner clarified.

Section 4-16-13 Regulatory jurisdiction on exports. Livestock certificates of veterinary inspection issued in Hawaii is clarified.

Subchapter 2 title "Cattle" is amended to add "Bison, Water Buffalo"

Section 4-16-14 Scope. Adding Bison and Water buffalo is proposed.

Section 4-16-15 Preshipment entry requirements.

- 1) Import permitting is clarified.
- 2) Trichomoniasis requirements are added.
- 3) Certificate of veterinary inspection details are clarified.

Section 4-16-16 Post-shipment entry requirements. Amendments are proposed to:

- 1) Specify post-shipping testing.
- 2) Detail quarantine site.
- 3) Correct terminology changing "symptoms" to "signs".

Section 4-16-17 Anaplasmosis surveillance, control and eradication.is amended to clarify Anaplasmosis testing and management.

Section 4-16-18 Brucellosis surveillance, control, and eradication is amended to clarify testing and case management.

Section 4-16-19 Control of Vaccination for Brucellosis is clarified.

Section 4-16-20 Tuberculosis control and eradication procedures are clarified and test reactor management updated.

A new Section 4-16-20.1 Trichomoniasis control and eradication is proposed to address import and management requirements for this disease.

A new Section 4-16-20.2 Diseases and investigation is proposed to detail disease

investigations and subsequent case management.

Section 4-16-22 Preshipment entry requirements is updated to add Scrapie and clarify entry requirements.

Section 4-16-23 Post-shipment entry requirements is corrected by replacing "they" with "animals".

Subchapter 4 title "Goats" is amended to add "Camelids".

Section 4-16-24 (a) Scope is amended to add "and Camelids".

Section 4-16-25 Preshipment entry requirements.

- 1) "Camelids" is added to "Goats" in the section.
- 2) "Health certificate" is replaced with "Certificate of Veterinary Inspection" for clarity.
- 3) "Scrapie" is added to the list of diseases an imported animal's herd of origin may not be under quarantine for.
- 4) "official USDA" is added to "eartag" to specify acceptable tags.
- 5) Ectoparasite treatment is specified.

Other changes are proposed throughout Chapter 4-16 for clarity. simplification or to correct format, grammar and punctuation. (Refer to Exhibit A for summary of proposed changes.)

It is recommended that the Board give (1) Preliminary Approval of Proposed Amendments to Chapter 4-16, Hawaii Administrative Rules, entitled "Cattle, Sheep and Goats" Concerning: Objective, Construction of rules, Subchapters, Definitions, Quarantine-general, Quarantine area-feedlot, Quarantine area-slaughterhouse, Regulatory jurisdiction on importations, Entry status on imports, Ports of entry, Carrier responsibility on importations, Use of quarantine station facilities, Regulatory jurisdiction on exports; Subchapter 2 Cattle, Scope, Preshipment entry requirements, Post-shipment entry requirements, Anaplasmosis surveillance, control, and eradication, Brucellosis surveillance, control, and eradication, Vaccination for brucellosis prohibited; exceptions, Tuberculosis control and eradication; Subchapter 3 Sheep, Scope, Preshipment entry requirements, Post-shipment entry requirements; Subchapter 4 Goats, Scope, Preshipment entry requirements, Post-shipment entry requirements and (2) authorization of the Chairperson to schedule public hearings and appoint one or more hearings officer.

2 Dawn

JASON D. MONIZ, DVM Program Manager Animal Disease Control Branch

CONCURRED:

ISAAC M. MAEDA, DVM Administrator, Division of Animal Industry

APPROVED FOR SUBMISSION:

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PHYLLIS SHIMABUKURO-GEISER Chairperson, Board of Agriculture

EXHIBIT A

Summary of Proposed Changes to Chapter 4-16, HAR

The primary reasons for amending Chapter 4-16, Hawaii Administrative Rules are to amend and clarify definitions and carrier responsibility; add Bison, Water Buffalo and Camelid requirements, revise entry requirements; amend and clarify use of state quarantine station and fees; and update the chapter to reflect current science. The proposed amendments are:

- 1) Chapter 4-16 title; adding "Bison, Water Buffalo, Camelids".
- 2) Subchapter 2 title; adding "Bison" with "Cattle"
- 3) Section 4-16-1, Objective. "Bison, Water Buffalo, Camelids" is added.
- 4) Section 4-16-3 (b), Subchapters is amended by adding "Bison, Water Buffalo, Camelids" with Cattle Sheep and Goats.
- 5) Section 4-16-4 Definitions. proposed amendments clarify and accommodate changes made elsewhere in the document.
 - a) The definition "Animals" is expanded to include feral and aquaculture animals.
 - b) The definition "APHIS" as the "Animal and Plant Health Inspection Service of the United States Department of Agriculture" is added.
 - c) The definition "Board" is simplified.
 - d) The definition "Carrier" is clarified.
 - e) The definition "Certificate of Veterinary Inspection" is added.
 - f) The definition "Chairperson" is simplified.
 - g) The definition "Contact is added as it relates to animal disease.
 - h) The definition "Department" is simplified.
 - i) The definition "Division head" is simplified.
 - j) The definition "Domestic animals" is expanded.
 - k) The definition "Effects" is clarified.
 - l) The definition "Entry" is added.
 - m) The definition "Health Certificate" is clarified and relocated for alphabetization
 - n) The. definition "Hold order" is added to detail this animal movement restriction.
 - o) The definition "Inspector" is expanded to better define this role.
 - p) The definition "Official vaccinate" is updated.
 - q) The definition "Premises" is replaced with "Premise' and simplified.
 - r) The definition "Provisional quarantine" is deleted.
 - s) The definition "Quarantine" is clarified.
 - t) The definition "Shipmaster's declaration" is clarified.
 - u) The definition "State veterinarian" is updated to reflect use of this offial title.
 - v) The definition "Vaccine" is clarified.

- 6) Section 4-16-5 Quarantine-general "population of animals" is added to broaden potentially affected animals.
- 7) Section 4-16-6 Quarantine area-feedlot clarifies newborn movement management .
- 8) Section 4-16-7 Quarantine area-slaughterhouse clarifies movement.
- 9) Section 4-16-8 Regulatory jurisdiction on importations. Bison, Water Buffalo and Camelids are added.
- 10) Section 4-16-9 Entry status on imports. Bison, Water Buffalo and Camelids are added and permitting requirement for Plant Quarantine branch added.
- 11) Section 4-16-10 Ports of entry. Ports are clarified by species and Bison, Water Buffalo, Camelids species are added.
- 12) Section 4-16-11 Carrier responsibility on importation.
 - a) Section title is simplified by eliminating "on importation"
 - b) Bison, Water Buffalo and Camelids are added.
 - c) Intrastate transport requirements are added for loading, unloading, ventilation, food and water, shipping container standards and density.
- 13) Section 4-l6-l2 Use of quarantine station facilities. Bison, Water Buffalo and Camelids are added and responsibilities of owner clarified.
- 14) Section 4-16-13 Regulatory jurisdiction on exports. Livestock certificates of veterinary inspection issued in Hawaii is clarified.
- 15) Subchapter 2 title "Cattle" is amended to add "Bison, Water Buffalo"
- 16) Section 4-16-14 Scope. Adding Bison and Water buffalo is proposed.
- 17) Section 4-16-15 Preshipment entry requirements.
 - a) Import permitting is clarified.
 - b) Trichomoniasis requirements are added.
 - c) Certificate of veterinary inspection details are clarified.
- 18) Section 4-16-16 Post-shipment entry requirements. Amendments are proposed to:
 - a) Specify post-shipping testing.
 - b) Detail quarantine site.
 - c) Correct terminology changing "symptoms" to "signs".
- 20) Section 4-16-17 Anaplasmosis surveillance, control and eradication.is amended to clarify Anaplasmosis testing and management.

- 21) Section 4-16-18 Brucellosis surveillance, control, and eradication is amended to clarify testing and case management for detections.
- 22) Section 4-16-19 Control of Vaccination for Brucellosis is clarified.
- 23) Section 4-16-20 Tuberculosis control and eradication procedures are clarified and test reactor management updated.
- 24) A new Section 4-16-20.1 Trichomoniasis control and eradication is proposed to address import and management requirements for this disease.
- 25) A new Section 4-16-20.2 Diseases and investigation is proposed to detail disease investigations and subsequent case management.
- 26) Section 4-16-22 Preshipment entry requirements is updated to add Scrapie and clarify entry requirements.
- 27) Section 4-16-23 Post-shipment entry requirements is corrected by replacing "they" with "animals".
- 28) Subchapter 4 title "Goats" is amended to add "Camelids".
- 29) Section 4-16-24 (a) Scope is amended to add "and Camelids".
- 30) Section 4-16-25 Preshipment entry requirements.
 - 1) "Camelids" is added to "Goats" in the section.
 - 2) "Health certificate" is replaced with "Certificate of Veterinary Inspection" for clarity.
 - 3) "Scrapie" is added to the list of diseases an imported animal's herd of origin may not be under quarantine for.
 - 4) "official USDA" is added to "eartag" to specify acceptable tags.
 - 5) Ectoparasite treatment is specified.
- 31) Other changes are proposed throughout Chapter 4-16, HAR for clarity, simplification or to correctgrammar, format and punctuation.

DEPARTMENT OF AGRICULTURE

Amendment and Compilation of Chapter 4-16 Hawaii Administrative Rules November 30, 2021

SUMMARY

- 1. Chapter 4-16 title; is amended
- 2. 4-16-1 is amended
- 3. §§4-16-3 to 4-16-13 are amended
- 4. Subchapter 2 title is amended
- 5. §§4-16-14 to 4-16-20 are amended
- 6. §§4-16-22 to 4-16-23 are amended
- 7. Subchapter 4 title is amended
- 8. §§4-16-24 to 4-16-25 are amended
- 9. Chapter 4-16 is compiled.

TITLE 4

DEPARTMENT OF AGRICULTURE

SUBTITLE 3

DIVISION OF ANIMAL INDUSTRY

CHAPTER 16

CATTLE, BISON, WATER BUFFALO, CAMELIDS, SHEEP,

AND GOATS

Subchapter 1 General Provisions

§4-16-1 Objective §4-16-2 Construction of rules §4-16-3 Subchapters §4-16-4 Definitions §4-16-5 Quarantine-general §4-16-6 Quarantine area-feedlot §4-16-7 Quarantine area-slaughterhouse §4-16-8 Regulatory jurisdiction on importations §4-16-9 Entry status on imports §4-16-10 Ports of entry §4-16-11 Carrier responsibility on importations §4-16-12 Use of quarantine station facilities §4-16-13 Regulatory jurisdiction on exports Subchapter 2 Cattle, Bison, Water Buffalo §4-16-14 Scope §4-16-15 Preshipment entry requirements §4-16-16 Post-shipment entry requirements

- §4-16-17 Anaplasmosis surveillance, control, and eradication
- §4-16-18 Brucellosis surveillance, control, and eradication
- §4-16-19 Vaccination for brucellosis prohibited; exceptions
- §4-16-20 Tuberculosis control and eradication

Subchapter 3 Sheep

§4-16-21 Scope

§4-16-22 Preshipment entry requirements

§4-16-23 Post-shipment entry requirements

Subchapter 4 Goats and Camelids

§4-16-24 Scope

§4-16-25 Preshipment entry requirements §4-16-26 Post-shipment entry requirements

> Historical Note: This chapter is based substantially upon Regulation 1 entitled "Definition of Terms, Etc."

[Eff. 9/26/49; am 9/29/55; am 7/25/57; am 6/26/58; am 8/15/68; am 5/19/72; am 10/31/74; am 8/16/77; am 8/21/80; R 10/5/81]; Regulation 2 entitled "Permits for Importation" [Eff. 9/26/49; am 9/29/55; am 7/24/70; am 10/31/74; am 8/21/80; R 10/5/81]; Regulation 3 entitled "Inspection and Quarantine" [Eff. 9/26/49; am 10/31/74; am 8/21/80; R 10/5/81]; Regulation 4 entitled "Landings and Entry into Territory" [Eff. 9/26/49; am 4/29/54; am 8/15/68; am 6/26/70; am 10/31/74; am 8/21/80; R 10/5/81]; Regulation 6 entitled "Importation of Cattle" [Eff. 9/26/49; am 8/26/54; am 10/28/54; am 9/29/55; am 8/15/68; am 7/30/73; am 10/31/74; am 8/21/80; R 10/5/81]; Regulation 105 entitled "Relating to Use of Facilities at the Animal Quarantine Station, Honolulu" [Eff. 9/26/49; am 6/26/70; am 2/18/72; am 7/30/73; am 2/26/76; am 8/16/77; 7/17/80; am 8/21/80; R 10/5/81]; Regulation 106 entitled "Quarantine of Premises, Animals and Effects" [Eff. 9/26/49; am 10/31/74; am 8/21/80; R 10/5/81]; Regulation 107 entitled "Official Vaccination of Calves with Brucella Vaccine, Identification of Vaccinates and Record of Vaccination" [Eff. 11/10/55; am 10/31/74; am 8/21/80; R 10/5/81]; Regulation 108 entitled "Anaplasmosis Control and Eradication" [Eff. 10/24/55; am 9/29/55; am 10/31/74; am 8/21/80; R 10/5/81]; Regulation 109 entitled "Brucellosis Control and Eradication" [Eff. 8/31/57; am 6/26/58; am 10/31/74; am 8/21/80;

R 10/5/81]; Regulation 110 entitled
"Tuberculosis Control and Eradication"
[Eff.7/31/58; am 10/31/74; am 8/21/80; R
10/5/81] Regulation 107 entitled "Penalty"
[Eff. 9/26/49; am and ren Regulation 200
9/29/55; am 7/25/57; am 6/26/58; am 10/31/74;
am 8/21/80; R 10/5/81]

SUBCHAPTER 1

GENERAL PROVISIONS

§4-16-1 Objective. [This chapter shall-governthe procedures of the department of agriculturepertaining to the prevention, control, and eradication of cattle, sheep, and goat diseases in the State.] The objective of this chapter is to prevent the introduction of pests and diseases of cattle, sheep, goats, bison, water buffalo and camelids into the State, and to control diseases of these species found in the state. [Eff] (Auth: HRS §142-2) (Imp: HRS §142-3) [Eff. 10/5/81]; [am and comp](Auth: HRS §142-2)(Imp: HRS §142-3)

§4-16-2 Construction of rules. This chapter shall be construed to effectuate the purposes of chapter 142, Hawaii Revised Statutes. [Eff. 10/5/81; comp](Auth: HRS §142-2)(Imp: HRS §142-3)

§4-16-3 Subchapters. (a) Each subchapter sets forth special rules applicable to the type of proceeding described in the caption. (b) This subchapter sets forth general rules applicable to proceedings governing cattle, <u>bison</u>, <u>water buffalo</u>, <u>camelids</u>, sheep, and goats. [Eff. 10/5/81]; am and comp] (Auth: HRS §142-2) (Imp: HRS §142-3)

§4-16-4 <u>Definitions</u>. As used in this chapter, unless context otherwise requires: "Accredited veterinarian" means a veterinarian certified by federal and state animal health authorities to participate in cooperative disease control activities, including execution of health certificates for the interstate and international movement of animals[7].

"Animals" includes wild animals, <u>feral animals</u>, domestic animals, <u>aquaculture animals</u> [aquatic animals], poultry, birds, and hatching eggs [+].

"APHIS" means Animal and Plant Health Inspection Service of the United States Department of Agriculture.

"Approved disinfectant" means a germicidal agent approved for use in a specific state-federal animal disease control and eradication program[+].

"Approved pesticide" means a chemical agent approved for use against external parasites[+].

"Board" means <u>the state board of</u> agriculture; [the board of agriculture, State of Hawaii;].

"Carrier" means {any ship, vessel, airplane, or other conveyance used to transport animals; or its master, commanding officer, owner, local manager, or agent;]any person or company engaged in the activity of transporting animals, by land, sea, or air including any ship, vessel, airplane, or other conveyance used to transport animals; or its master, commanding officer, owner, local manager, broker or agent.

"Certificate of veterinary inspection" or "CVI" means an official state or federal certificate issued by an accredited veterinarian or state or federal veterinary officer providing all information and test results required for animals to enter Hawaii, to move interstate and certifying that the animals being transported are free of symptoms of transmissible disease.

"Chairperson" means the chairperson of the state board of agriculture. [the chairperson of the board of agriculture, department of agriculture, State of Hawaii][+].

"Contact" means any physical union or touching between animals.

"Department" means the [department of agriculture, State of Hawaii;] state department of agriculture. ["Health certificate" means an official document issued by an accredited veterinarian certifying that the animals being shipped are free from external parasites and symptoms of transmissible disease and providing all other information and test results required for acceptance by the State;]

"Division" means the division of animal industry, department of agriculture[7].

"Division head" means the [chief or senior officer] administrator of the division of animal industry [+].

"Domestic animals" includes horses, mules, asses, cattle, sheep, goats, swine, dogs, cats, poultry, rabbits, llamas and alpacas, [and other animals] including camelid, maintained in the domestic state; includes poultry and hatching eggs. [+].

"Effects" includes ropes, halters, harnesses, buckets, stalls, crates, pens, stables, feed, feed bags, and other equipment used to handle, confine, maintain, or transport animals [+].

"Entry" means the release of animals into the State after completion of all requirements set forth in this chapter.

"Hold order" means an order issued by the state veterinarian restricting the movement of all animals, effects, and implements at a premise undergoing a disease investigation, for a maximum period of ninety days for each hold order issued.

"Health certificate" means an official document in English, issued by an accredited veterinarian certifying that the animals being shipped are free from external parasites and symptoms of transmissible disease and providing all other information and test results required for acceptance by the State, also known as "Certificate of Veterinary Inspection".

"Inspector" means [a veterinarian or livestock inspector in the division of animal industry or United States Department of Agriculture;] a veterinarian, livestock inspector, or any officer or employee of the department of agriculture or USDA, authorized or designated by the state veterinarian to enforce the provisions of this chapter.

"Official vaccinate" means a female bovine animal that has been vaccinated with an approved brucellosis vaccine and identified with the required tattoo and official identification [or "V" brand;].

<u>"Polymerase Chain Reaction" or "PCR" means a</u> laboratory test to detect genetic material from a specific organism, such as a virus and protozoa.

"Premise" means ["Premises" means a piece of real property, including any structure on it; property, including any structure on it.

[<u>"Provisional-quarantine"-means temporary or</u> conditional quarantine;]

"Quarantine" means [the isolation of an animal or animals on premises or areas specified by the division; the designation given such premises or areas;] the secure isolation and confinement of animals on a premise or premises, or in an area designated by the state veterinarian. No animal may be removed from or added to these premises or areas except as permitted by the state veterinarian.

"Shipmaster's declaration" [means an official state form which shall be completed and submitted by a carrier providing information on animals and birds transported;] means an official state form that shall be completed and submitted by a carrier and provides information on animals transported including the name of the importer.

"State veterinarian" means [a qualified veterinarian in the division of animal industry, department of agriculture, designated by the board of agriculture;] the veterinary program administrator of animal industry division, department of agriculture.

"Transmissible disease" means any contagious, infectious, or communicable disease of animals[;and]. "Vaccine" means [a suspension of live, attenuated, or killed microorganisms such as bacteria and viruses used for the prevention or treatment of infectious diseases] a biological agent [suspension] composed of live, attenuated, genetically modified, or killed microorganisms such as bacteria and viruses <u>or their</u> DNA or RNA used for the prevention or treatment of [infectious] diseases. [Eff. 10/5/81]; am and comp] (Auth: HRS §142-2) (Imp: HRS §142-3)

§4-16-5 Quarantine-general. (a) The department is authorized to place a quarantine on any animal, herd, <u>population of animals</u>, premises, district, or island whenever in its opinion such action is necessary to prevent the spread of a transmissible disease.

(b) No animals shall be removed from or be added to such herds, premises, or areas except by permit from the department.

(c) This quarantine shall remain in effect until rescinded by the chairperson or [his] authorized representative. [Eff. 10/5/81]; am and comp](Auth: HRS §142-2) (Imp: HRS §§142-6 and 142-9)

§4-16-6 <u>Quarantine area-feedlot</u>. (a) All commercial feed yards which receive and feed animals from more than one herd are hereby declared quarantine zones.

(b) No animals shall be moved from these quarantine areas except to a licensed slaughterhouse or another commercial feedlot.

(c) Newborn animals [are exempt and] may be moved to other premises only when under permit from the division. [Eff. 10/5/81]; am and comp](Auth: HRS §142-2) (Imp: HRS §142-3)

§4-16-7 <u>Quarantine area-slaughterhouse</u>.(a) All pens on slaughterhouse premises are hereby declared quarantine zones.

(b) Animals taken to these pens shall remain there until slaughtered, except that they may be removed [for slaughter at another slaughterhouse] only when under permit issued by the division. [Eff. 10/5/81]; am and comp] (Auth: HRS §142-2)Imp: HRS §142-3)

§4-16-8 Regulatory jurisdiction on importations. Importations of cattle, bison, water buffalo, camelids, sheep, and goats from areas under the jurisdiction and control of the United States are subject to the rules of the department. Importations of cattle, <u>bison, water buffalo, camelids</u>, sheep, and goats from foreign countries, besides complying with department requirements, shall not violate any federal regulations. [Eff. 10/5/81]; am and comp] (Auth: HRS §142-2) (Imp: HRS §§142-4, 142-5, and 142-8)

§4-16-9 Entry status on imports. [No cattle, sheep, or goats shall be allowed entry into the State unless accompanied by a health certificate and all entry requirements have-been met- No cattle, bison, camelids, water buffalo, sheep, or goats shall be transported to the State or allowed entry into the State unless accompanied by a valid import permit issued by the division before arrival, a valid certificate of veterinary inspection and all pre-entry and entry requirements have been met. Bison and water buffalo in addition to being issued a pre-arrival import permit by the division shall also be required to obtain a permit to possess issued by the Hawaii Board of Agriculture through the department's Plant Quarantine Branch prior to importation. Landing or removal of animals from a carrier for purposes of inspection or quarantine shall not constitute entry into the State for any purpose whatsoever. No effects of animals, likewise, shall be brought into the State unless so authorized by an inspector of the division of animal industry or USDA. [Eff. 10/5/81]; am and comp](Auth: HRS §142-2) (Imp: HRS §§142-4 and 142-5)

§4-16-10 Ports of entry.(a) Cattle, bison, and water buffalo shall [be entered] enter through a port or airport [in Hilo or Honolulu] on the islands of Oahu, Hawaii [and]or Maui where permanent state livestock quarantine facilities are provided.[Theymay, however, be entered] Cattle, bison, and water buffalo may also enter through other ports in the State if adequate temporary quarantine facilities are made available by the importer and approved in writing by the [department] division.

(b) [Sheep and goats may be entered] Sheep, goats, and camelids shall enter through any official port or airport in the State with prior approval from the division.[Eff. 10/5/81]; am and comp](Auth: HRS§142-2) Imp: HRS §§142-3, 142-4, and 142-5)

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§4-16-11 Carrier responsibility [on importations].
(a) Carriers transporting cattle, bison, water
buffalo, camelids sheep, or goats through or from any
port or airport in the State or landing these animals
at any port or airport within the State shall,
immediately on arrival, submit a shipmaster's
declaration to the department providing the
following information:

- Name and address of owner, importer, consignor, consignee, and port of origin of the animals;
- (2) Number of animals on board, including those born en route; and
- (3) Number of animals which have died or have been injured en route, with the circumstances of the deaths or injuries.

(b)Carriers shall be responsible for securely confining cattle, bison, water buffalo, camelids sheep, or goats for entry into the State at the pier or airport until movement is authorized by an inspector. Cattle, sheep, or goats in transit to ports beyond Hawaii shall not be off-loaded for any purpose unless authorized by the state veterinarian or designated agent.

(c) Carriers shall ensure that cattle, bison, water buffalo, camelids, sheep, and goats are provided adequate ventilation. Animals shall not be stowed during transportation or staged prior or subsequent to transportation in a manner that prevents natural ventilation unless ventilation with large industrial type fans is provided.

(e) Ocean carriers for the intrastate movement of livestock shall ensure that the Interisland Livestock Shipping Standards by species, attached as Exhibit B are followed. Load densities shall not deviate by greater than 10% of the maximum load densities listed in interisland space requirements by species listed. (f) It shall be the responsibility of the carrier, owner, or stock tender of livestock being transported interstate and intrastate to (1) provide provisions for the livestock during transport and not allow livestock to go without feed or water for a period exceeding 24 hours at any time during transport. ([Eff. 10/5/81]am and comp] (Auth: HRS §142-2) (Imp: HRS §§142-3, 142-4, 142-5 and 142-8)

§4-16-12 Use of quarantine station facilities.

(a) Owners of cattle, <u>bison</u>, <u>water buffalo</u>, <u>camelids</u>, sheep, or goats held at an official or <u>authorized</u> quarantine [station] facility for any reason shall:

- (1) Provide feed and care for stock;
- (2) Clean pens after removal of the animals; and
- (3) Promptly remove any dead animals from the quarantine station grounds when directed to do so by the state veterinarian.

(b) If, for any reason, the owners fail to fulfill the requirements in subsection (a), the [quarantine station] state [shall] may assume these responsibilities, and all costs involved shall be charged to the owner. [Eff. 10/5/81]; am and comp](Auth: HRS §142-2) (Imp: HRS §§142-3 and 142-6)

§4-16-13 <u>Regulatory jurisdiction on exports</u>. (a) Shipments to other U.S. areas shall comply with entry requirements of the state of destination.

(b) Shipments outside the U.S. [come] are under federal jurisdiction.

(c)Hawaii certificates of veterinary inspection, issued by accredited veterinarians for the interstate movement of livestock, shall be submitted to the division for review within seven (7) days of being issued.[Eff. 10/5/81];am and comp] (Auth: HRS §142-2) (Imp: HRS §142-3)

SUBCHAPTER 2

CATTLE, BISON, WATER BUFFALO

§4-16-14 Scope. (a) This subchapter governs special rules pertaining to importation of cattle, bison, or water buffalo into the State.

(b) Applicable general provision rules in subchapter 1 should be read in conjunction with this subchapter.

(c) In any conflict between a special rule in this subchapter and a general provision rule in subchapter 1, the special rule shall govern. [Eff. 10/5/81]; am comp] (Auth: HRS §142-2) (Imp: HRS §142-3)

§4-16-15 Preshipment entry requirements. (a) [Cattle for entry shall be accompanied by a health certificate issued by an accredited veterinarian, or a state or federal veterinary officer, withinseven days before shipment. The health certificate shall give a description of each animal, including age, sex, breed, and either a national uniform eartag number, individual tattoo, or brand number, and shall certify that the animals described:] Cattle, bison, and water buffalo for entry shall possess a valid import permit issued by the division prior to importation.

(b) Cattle, bison, and water buffalo for entry shall possess a certificate of veterinary inspection issued by an accredited veterinarian, or a state or federal veterinary officer, within ten days before shipping to the state. The certificate of veterinary inspection shall contain a description of each animal, including age, sex, breed, and either an official eartag number, or official identification and shall certify that the animals described:

- Are free from external parasites and symptoms of transmissible diseases and have not had recent exposure to these diseases;
- (2) Have originated in a herd that is not under quarantine for any reason; [for-tuberculosis-

- and have been found negative to an intradermal tuberculin test-conducted by a state, federal, or accredited veterinarian within thirty days before shipment;
- (3) [Have originated in a herd that is not underquarantine for brucellosis and have been tested by a state, federal, or accredited veterinarian and found to be negative to an official test for brucellosis performed in a USDA-approved laboratory within thirty days beforeshipment;] Are negative to an intradermal tuberculin test conducted by a state, federal, or accredited veterinarian within thirty days before shipment;[Haveoriginated in a herd that is not-underquarantine for brucellosis and]
- [(3)] (4) Have been tested by a state, federal, or accredited veterinarian and found to be negative to an official test for brucellosis performed in a USDA-approved laboratory within thirty days before shipment;
- [(4)] (5) Have been tested by a state, federal, or accredited veterinarian and found to be free of anaplasmosis by a[complement-fixation] , ELISA test performed in a state or federal approved laboratory within thirty days before shipment; [and]
 - (6) All non-virgin bulls and all bulls 18 months of age and older shall be tested negative to a PCR test for trichomoniasis within thirty days before shipment. Pooled samples from up to five bulls may be tested at diagnostic laboratories that approve pooled PCR testing. Tested bulls shall remain separate from female cattle over 6 months of age Prior to ten days before testing and until arrival in Hawaii; and
- [(5)] (7) Have been dipped or completely sprayed under the supervision of a state, federal, or accredited veterinarian with [a one-half of one-percent water solution of malathion within seven days before shipment, or onehalf-of one-percent emulsion concentrate of

Ciodrin within forty-eight-hours beforeshipment,or any other] an EPA [USDAapproved]approved pesticide to kill ticks on cattle within seven days before shipping to Hawaii.

(c) Official laboratory test charts for all required pre-entry testing shall be attached to the certificate of veterinary inspection. [Eff. 10/5/81]; am and comp](Auth: HRS §142-2) (Imp: §§142-3 and 142-4)

§4-16-16 Post-shipment entry requirements. (a)Cattle for entry shall be transported to and held in the quarantine station or a quarantine site approved by the division to be inspected and tested for [tuberculosis, brucellosis, anaplasmosis, and] any [other] transmissible disease that the state veterinarian may require. While in quarantine, [they] animals shall be sprayed or dipped with [a USDAapproved] an EPA approved pesticide approved by the state veterinarian. The cattle, bison, and water buffalo may be refused entry or quarantined for any deficiency in the {health certificate covering} certificate of veterinary inspection for the shipment or signs of disease.

(4) Cattle , bison, and water buffalo found to be negative to [the testing procedures] test requirements, [are] free of external parasites, and show no [symptoms] signs of transmissible diseases may be released from the quarantine station or approved quarantine site under [provisional] quarantine at premises approved by the state veterinarian, during which time they shall be retested for [anaplasmosis.] tuberculosis, brucellosis, anaplasmosis and other diseases required by the state veterinarian sixty to ninety days after arriving in the State. The owner, importer, or consignee shall furnish the inspector with information on where each animal in the shipment will be held. (5) All expenses in connection with the examination, testing, treating, or destruction and disposal of cattle while in quarantine, shall be borne by the owner, importer, or consignee.

§4-16-17 <u>Anaplasmosis surveillance, control and</u> eradication. (a) [Blood] <u>Upon direction of the</u> state veterinarian, blood samples shall be collected at slaughter from all cattle [three] two years of age and older and shall be forwarded to the veterinary laboratory of the division for anaplasmosis testing.

(b) When reactors are found in tests conducted under subsection (a), the entire herd shall be quarantined and retested for anaplasmosis. The herd shall remain under quarantine and be retested at sixty[-] to ninety-day intervals until two consecutive negative tests have been obtained.

(c) All testing of cattle in compliance with requirements shall be done in a safe manner.Cattle shall be stanchioned or otherwise securely restrained to the satisfaction of the veterinarian conducting the test.

(d) All positive reactors to the anaplasmosis test shall be [branded on the left jaw with the letter "A" and] identified with a reactor tag affixed to the left ear by the state veterinarian or [his deputy.] designee. All reactors shall be slaughtered under permit issued by the state veterinarian within thirty days after official notification in writing of the reaction. The owner shall give advance notice to the state veterinarian of the time and place of slaughter of the reactors.

(e) All cattle slaughtered as identified positive reactors to the anaplasmosis test shall be appraised prior to slaughter and the owner [shallbe] indemnified in accordance with the provisions of section 142-22, Hawaii Revised Statutes.

(f) No indemnity shall be paid [unless] when the owner [has complied] does not comply with all rules and instructions issued by the division pertaining to the control and eradication of anaplasmosis.[Eff. 10/5/81]; am and comp](Auth: HRS §142-2)(Imp: HRS §§142-3, 142-6, 142-9 and 142-22)

§4-16-18 Brucellosis surveillance, control, and eradication. (a) [Blood] Upon direction of the state veterinarian, blood samples shall be collected at slaughter from all cattle [three] two years age and older and forwarded to the veterinary laboratory of the department for brucellosis testing.

(b) [Samples] Upon direction of the state veterinarian, samples of milk produced in licensed dairies shall be collected and forwarded to the veterinary laboratory for brucellosis testing as often as deemed necessary by the state or federal veterinarian to maintain surveillance of brucella infection within the herd.

(c) Whenever laboratory test results indicate infection, the herd of origin shall be <u>quarantined</u> and tested within thirty days following official notification of the infection.

(d) When reactors are found in tests conducted under subsection (a), the entire herd shall be quarantined and [be tested for brucellosis. The herd shall remain under quarantine and be retested, as] subject to the conditions required in the current USDA APHIS Uniform Methods and Rules for the Eradication of Brucellosis, until eligible for release from quarantine.

(e) All testing of cattle in compliance with requirements of this section shall be done in a safe manner. Cattle shall be stanchioned or otherwise securely restrained to the satisfaction of the veterinarian conducting the test.

(f) All reactors to the brucellosis test shall be [branded on the left jaw with the letter "B" and] identified with a reactor tag affixed to the left ear by the state veterinarian or [his deputy] designee.All reactors shall be slaughtered <u>under</u> <u>direction of the state veterinarian</u> within fifteen days after official notification in writing of the reaction.The owner shall give advance notice to the state veterinarian of the time and place of slaughter of the reactors.

(g) All cattle slaughtered as [branded,] identified reactors to the brucellosis test shall be appraised prior to slaughter and the owner shall be (h) No indemnity shall be paid unless the owner has complied with all rules and instructions issued by the division pertaining to the control and eradication of brucellosis.

[(i) Following removal of reactor animals, the premises shall be disinfected with an approved disinfectant under the supervision of the state veterinarian or his agent.] [Eff. 10/5/81]; am and comp](Auth: HRS §142-2) (Imp: HRS §\$142-3, 142-6, 142-9, and 142-23)

§4-16-19 Control of Vaccination for Brucellosis a) [A permit] Approval from the division is required for [vaccinating cattle with any] sale and distribution of [live] brucellosis vaccine.

(b) Each animal vaccinated [under-permit issued by the division] shall be permanently identified as [a vaccinate required by the USDA APHIS Uniform Methods and Rules for the Eradication of Brucellosis [by one of the two following methods:

- (1) A tattoo, which shall be applied in the right car, shall include the "U.S. Registered Shield and V. "The Shield and V shall be preceded by a number indicating the quarter of the year in which the vaccination is made and followed by the last number of the year of vaccination; or
- (2) A "V" brand shall be applied to the right jaw with the open end facing either up, forward, down, or toward the back, depending on the year in which the vaccination is conducted. In 1979, the "V" should be placed with the open end facing up and, in succeeding years, should proceed clockwise. The fifth year repeats the first year.

(c) It shall be unlawful for any person other than the permittee to so tattoo or brand cattle.

(d) Herds in which vaccination for brucellosisis permitted under subsection (a) shall be quarantined, and no animals shall be moved from the premises, except on permit issued by the division [(c) The division is authorized to rescind [permits] approval issued under subsection (a) whenever in its judgment such action is warranted. [Eff. 10/5/81]; am and comp](Auth: HRS §142-2)(Imp: HRS §§142-3 and 142-6)

§4-16-20 <u>Tuberculosis control and eradication</u>. (a)All herds of cattle in which reactors to the tuberculin test have been found and all herds from which tuberculous animals have been found at slaughter shall be designated as infected herds and shall be quarantimed.

(b) All herds of cattle that have been in contact with herds in which tuberculin test reactors or tuberculous animals have been found shall be designated as exposed herds and shall be quarantimed.

(c) Owners of herds quarantined under subsection (a) and (b) shall, within thirty days after official notification in writing, implement a program to lift the quarantine through either complete herd depopulation via slaughter or through testing procedures, as prescribed by the state veterinarian.

(d) All testing of cattle for tuberculosis shall be done in a safe manner. Cattle shall be stanchioned or otherwise securely restrained to the satisfaction of the veterinarian conducting the test. The owner of the cattle shall provide all facilities necessary for the safe restraint of the cattle for testing.

(e) All positive reactors to the tuberculosis test shall be [branded on the left jaw with the letter "T" and] identified with an official [state] reactor tag affixed to the left ear by the state veterinarian or [his agent] designee. All reactors shall be slaughtered within fifteen days after official notification in writing of the reaction. The owner shall give advance notice to the state veterinarian of the time and place of slaughter of the reactors. A Permit for the Movement of Restricted Animals (VS FORM 1-27) shall be issued prior to movement by the State or Federal Veterinarian.

(f) All cattle identified as positive reactors to the tuberculosis test shall be appraised prior to slaughter and the owner shall be indemnified in accordance with the provisions of 9 CFR § 50.3 [section 142-19, Hawaii Revised-Statutes].

(g) No indemnity shall be paid unless the owner has complied with all rules and instructions issued by the division pertaining to the control and eradication of tuberculosis.

(h) Following removal of reactors or depopulation of the herd, the premises shall be cleaned and disinfected within fifteen days, as prescribed in the USDA APHIS Uniform Methods and Rules.[Eff. 10/5/81]; am and comp] (Auth: HRS §142-2)(Imp: HRS §§142-3, 142-6, 142-9, 142-17, 142-18, 142-19, 142-20 and 142-21)

§4-16-20.1 Trichomoniasis control and eradication.
(a) All herds of cattle in which reactors to the PCR trichomoniasis test have been found shall be designated as infected herds and shall be quarantined.

(b) All herds of cattle that have been in contact, comingled, or had fence contact with infected herds shall be designated as exposed herds and placed under a hold order until all bulls twelve months and older have been tested negative for Trichomoniasis and any positive bulls are removed under permit from the division for slaughter.

(<u>c</u>) Within sixty days after official notification in writing, owners of herds quarantined or placed on hold orders under subsections (a) and (b) shall test their entire bull battery or slaughter all bulls under permit issued by the State Veterinarian.

(d) All testing of bulls for trichomoniasis shall be done after bulls have been isolated for ten days from female cattle and shall be tested by veterinarians accredited at the II level in Hawaii that have undergone training for trichomoniasis testing of bulls. The owner of the bulls for testing shall be responsible for gathering the bulls and providing all facilities necessary for the safe restraint of the bulls for testing.

(e) All positive reactors to the PCR trichomoniasis test shall be reported by the accredited veterinarian to the state veterinarian within seventy-two hours. of receiving test results. r 28

(f) All bulls that test positive shall remain under quarantine and remain isolated from all cattle until slaughtered within 30 days of testing positive under permit issued by the state veterinarian.

(g) All bulls tested for trichomoniasis shall be identified at the time of testing with an official 840 USDA identification tag. The tag number shall correspond to the bull's test sample and listed on the test submission and result forms.

(h) Samples for trichomoniasis PCR testing shall be tested at an ISO/IES 17025 or AAVDL approved laboratory and may be pooled in accordance with the diagnostic laboratory's testing protocol.

(i) Herds placed under quarantine for trichomoniasis shall be tested annually and remain quarantined until passing a complete negative test of the herd's bull battery one year after removal of the last infected bull from the herd. [Eff.]; (Auth: HRS §142-2)

§4-16-20.2 Diseases and investigation. (a) The State Veterinarian is authorized to investigate the disease status of cattle in the State showing clinical signs of disease or poor health.

- (a) When an investigation by the State Veterinarian determines that a regulated or reportable disease or disease of high economic consequence is suspected or diagnosed, the State Veterinarian is authorized to take actions as provided in HRS §142-6.
- (b) When no infectious disease is suspected or diagnosed and adverse physical state is determined to involve animal husbandry related causes, the division may advise the owner or refer the owner to university extension agents or private veterinarians for assistance. In the event that the owner refuses to take recommended corrective actions, the State Veterinarian may refer the case to the humane agencies for the county.

16-19

[Eff. §142-2)];(Auth: HRS

SUBCHAPTER 3

SHEEP

§4-16-21 <u>Scope</u>. (a) This subchapter governs special rules pertaining to importation of sheep into the State.

(b) Applicable general provision rules in sections 4-16-1 through 13 should be read in conjunction with this subchapter.

(c)In any conflict between a special rule in this subchapter and a general provision rule in sections 4-16-1 through 13, the special rule shall govern.[Eff. 10/5/81]; comp](Auth: HRS §142-2) (Imp: HRS §142-3)

§4-16-22 Preshipment entry requirements. Sheep for entry shall be accompanied by a [health] certificate of veterinary inspection issued by an accredited veterinarian or a state or federal veterinary officer in the state of origin, within seven days before shipment.

The [health] certificate of veterinary inspection shall give a description of each animal, including age, sex, breed, and official USDA eartag number, and shall certify that the animals described:

- Are free from external parasites and symptoms of transmissible diseases and have not had recent exposure to these diseases;
- (2) Have originated in a [state or area officially declared to be free of scables for the twelve-month period preceding date of shipment] herd that is not under quarantine for Scrapie ; and
- (3) Have been dipped or completely sprayed under the supervision of a state, federal, or accredited veterinarian with

- (4) a pesticide approved for killing ticks on sheep [one-half of one percent water solution of malathion, or other USDAapproved pesticide,] within seven days before shipment.
- (5) Is officially identified with an USDA-APHIS approved method for identification of sheep

[Eff. 10/5/81]; am and comp];(Auth: HRS §142-2)(Auth: HRS §142-2) (Imp: HRS §\$142-3 and 142-4)

§4-16-23 Post-shipment entry requirements.

(a) Imported sheep shall be inspected by a state veterinarian or an agent before being granted entry into the State. Any indication of transmissible disease at the time of inspection shall be sufficient reason to quarantine any or all of the sheep in the shipment at premises approved by the state veterinarian. [They] Animals shall not be released [and be] or permitted entry into the State until the state veterinarian is satisfied that they are free of symptoms of transmissible diseases and external parasites.

(b) All expenses in connection with the segregation and treatment or destruction and disposal of the quarantined animals shall be borne by the owner, importer, or consignee.[Eff. 10/5/81]; am and comp] (Auth: HRS §142-2) (Auth: HRS §142-2) (Imp: HRS §142-4)

SUBCHAPTER 4

GOATS and CAMELIDS

§4-16-24 <u>Scope</u>. (a) This subchapter governs special rules pertaining to importation of goats <u>and</u> <u>camelids</u> into the State.

(b) Applicable general provision rules in sections 4-16-1 through 13 should be read in conjunction with this subchapter.

(c)In any conflict between a special rule in this subchapter and a general provision rule in sections 4-16-1 through 13, the special rule shall govern. [Eff. 10/5/81]; am and comp] (Auth:

HRS §142-2) (Imp: HRS §142-3)

§4-16-25 Preshipment entry requirements.(a)Goats and camelids for entry shall be accompanied by a [health] certificate of veterinary inspection issued by an accredited veterinarian or a state or federal veterinary officer within seven days before shipment. The [health] certificate of veterinary inspection shall give a description of each animal, including age, sex, breed, and official USDA eartag number, and shall certify that the animals described:

- Are free from external parasites and symptoms of transmissible diseases and have not had recent exposure to these diseases;
- (2) Have originated in a herd that is not under quarantine for scrapie or tuberculosis and have been found negative to an intradermal tuberculin test by a state, federal, or accredited veterinarian within thirty days before shipment; and
- (3) [Have originated in a herd that is not under quarantine for brucellosis and have been tested by a state, federal, or accredited veterinarian and found to be negative to a USDA-approved test forbrucellosis performed in an official laboratory within thirty days before shipment; and] Have been [dipped or completely sprayed] treated under the supervision of a state, federal, or accredited veterinarian with [a one-half of one percent water solution of malathion, or other [APHIS-]an approved pesticide for killing ticks on goats or camelids, within seven days before shipment.

(b) Goats have originated in a herd that is not under quarantine for Scrapie [Eff. 10/5/81] am and comp](Auth: HRS §142-2)(Imp: HRS §§142-3 and 142-4)

§4-16-26 Post-shipment entry requirements. (a)Imported goats shall be inspected by the state veterinarian before being granted entry into the State. Any indication of transmissible disease at the time of inspection shall be sufficient reason to quarantine any or all of the goats in the shipment at premises approved by the state veterinarian. They shall not be released and be permitted entry into the State until the state veterinarian is satisfied that they are free from symptoms of transmissible diseases and external parasites.

(b) All expenses in connection with the segregation and treatment or destruction and disposal of the quarantined goats shall be borne by the owner, importer, or consignee. [Eff. 10/5/81]; am comp](Auth: HRS §142-2)(Imp: HRS §142-4)

§4~16-26	
	EXHIBIT B
Requirements -	- Interisland Livestock Shipping Standards Cattle
SHIPPING METHOD	Trailers, 20' containers, 40' containers, shipping pens. Must be 4-sided, structurally sound and without protruding objects that could injure animals. Must have four-sided forklift pockets to ensure container cannot shift or tip off the forklift during lifting.
LEAK PROOF	All shipping trailers/containers shall be watertight up to a level of 2" and non-slip flooring is required.
SIDES	Sides shall be solid up to the level of the animals' backs or window guards shouldbe indented to prevent discharge.
WINDOWS	Escape proof. Must contain entire animal. Tall enough to be above the backs of the animals or with 6" indented bars to prevent fecal discharge and allow proper airflow* *Window openings should be at least 7% of the area of the side panel surface to ensure proper ventilation
ROOF	Must have a solid roof to protect from the sun, rain, and contain the animal entirely.
WATER	Not required for trips < 24hrs; must have some form of watering system in case of transit delay. Please bring your own water when possible.
FEED	Not required for trips < 24hrs.
SPACE	*See table.
TRAILERS DELIVERING LIVESTOCK	All livestock trailers entering into the harbor must be constructed to contain animalfecal matter and urine.
TRANSFER AREA & STAGINGAREA	In secured DOT designated area only. Water should be available nearby.
TRANSFER PROCESS (TRAILERTO CONTAINER)	Trailer with slide or inward opening gate abut flush to container with slide orinward opening gates.
OR TRANSFER PROCESS(DOT CHUTE)	Secure chute gates to trailer and container, if DOT chute is available.
SPILLAGE	All spillages must be cleaned up and removed from harbor. To comply with EPA, nowater should be used to clean, the shipper must bring shovel, broom, etc., to clean the area. All shipping containers that remain in the harbor must be cleaned out and material hauled away. A fine/fee will be imposed if spillage is not cleaned.
Interisland Transpor	tation Space Requirements* CATTLE
	EIGHT 20' CONTAINER 40' CONTAINER 40'X2 DOUBLEDECKER (max number to load) (max number to load) (max number to load) (max number to load)
400 7	23 46 70

Over height limit

Over height limit

Over height limit

Over height limit

1,000

1,200

1,500

15.5

Stand comfortably, ensure

head clearance

Required Interisland Livestock Shipping Standards SHEEP & GOATS	
SHIPPING METHOD	Trailers, 20' containers, 40' containers, shipping pens. Must be structurally sound and without protruding objects that could injure animals. Must have four-sided forklift pockets to ensure container cannot shift or tip off the forklift during lifting.
LEAK PROOF	All shipping trailers/containers shall be watertight up to a level of 2" minimum absorptive bedding and non-slip flooring is required.
SIDES	Sides shall be solid up to the level of the animals' backs.
WINDOWS	Escape proof. Must contain entire animal. Tall enough to be above the backs of the animals or with 3" indented bars to prevent fecal discharge.
ROOF	Must have a solid roof to protect from the sun, rain, and contain the animal entirely.
WATER	Not required for trips < 24hrs; must have some form of watering system in case of transit delay. Please bring your own water when possible.
FEED	Not required for trips < 24hrs.
SPACE	*See table.
TRAILERS DELIVERING LIVESTOCK	All livestock trailers entering into the harbor must be constructed to contain animal's fecal matter and urine. and contain bedding material.
TRANSFER AREA & STAGINGAREA	In DOT designated area only. Water should be available nearby.
TRANSFER PROCESS (TRAILERTO CONTAINER)	Trailer with slide or inward opening gate abut flush to container with slide or inward opening gates
OR TRANSFER PROCESS(DOT CHUTE)	Secure chute gates to trailer and container, if DOT chute is available. Block space between trailer back gate floor and ground.
SPILLAGE	All spillages must be cleaned up and removed from harbor. To comply with EPA, no water should be used to clean, the shipper must bring shovel, broom, etc. to clean the area. All shipping containers that remain in the harbor must be cleaned out and material hauled away. A fine/fee will be imposed if spillage is not cleaned.

State of Hawaii Department of Agriculture Plant Industry Division Plant Quarantine Branch Honolulu, Hawaii

November 30, 2021

Board of Agriculture Honolulu, Hawaii

SUBJECT: Request to: (1) Allow the Importation of up to Eleven (11) Ring-Tailed Lemurs, *Lemur catta* and One (1) Black Capped Capuchin, *Sapajus apella*, Animals on the List of Restricted Animals (Part B), by Permit, for use in a Primate Sanctuary, by Three Ring Ranch, Inc.; and (2) Update Permit Conditions for the Importation of up to Eleven (11) Ring-Tailed Lemurs, *Lemur catta* and One (1) Black Capped Capuchin, *Sapajus apella*, Animals on the List of Restricted Animals (Part B), for use in a Primate Sanctuary, by Three Ring Ranch, Inc.

PQB NOTES: Dr. Ann Goody submitted a permit application request to import up to a total of eleven (11) Ring-Tailed Lemurs. The exact number of lemurs that will be imported and their condition is unknown at this time. If this request is approved, the exact number of Ring-Tailed Lemurs to be imported will be required prior to the issuance of an import permit and shall not exceed a total of eleven (11) Lemurs.

I. <u>Summary Description of the Request</u>

PQB NOTES: The Plant Quarantine Branch (PQB) submittal for requests for import or possession permits, as revised, distinguishes information provided by the applicant from procedural information and advisory comment and evaluation presented by PQB. With the exception of PQB notes, hereafter "PQB NOTES," the text shown below in Section II from page 3 through page 8 of the submittal was taken directly from the Three Ring Ranch Inc.'s application and subsequent written communications provided by the applicant Dr. Ann Goody. For instance, the statements on page 8 regarding effects on the environment are the applicant's statements in response to standard PQB questions and are not PQB's statements. This approach for PQB submittals aims for greater applicant participation in presenting import requests in order to move these requests to the Board of Agriculture (Board) more quickly, while distinguishing applicant provided information from PQB information. The portion of the submittal prepared by PQB, including the Advisory Subcommittee Review, Advisory Committee Review and the

Ring-Tailed Lemur, *Lemur catta* & Black Capped Capuchin, *Sapajus apella* Board Three Ring Ranch, Inc.

Proposed Import Conditions are identified as Sections III, IV and V of the submittal, which starts at pages 9, 11 and 20 respectively.

We have a request to review the following:

COMMODITY: Multiple shipments of up to Eleven (11) Ring-Tailed Lemurs, *Lemur catta* and one (1) female Black Capped Capuchin, *Sapajus apella*. (Refer to Appendix A for Permit Application).

PQB NOTES: On August 30, 2021, Dr. Ann Goody confirmed via email that the animals are currently in Michigan and after seizure by authorities (not in Hawaii), they will receive health care, surgical care, health screening, and quarantine prior to travel to Hawaii under control of the Predator Healing Project. Dr. Ann Goody also mentioned that the ages and sexes of the lemurs are unknown at this time; however, all male lemurs are to be vasectomized or castrated prior to the importation. She further mentioned that all female lemurs, if any, that are not already spayed will not be spayed and the approximately (15) fifteen-year-old female Black Capped capuchin monkey will not be spayed prior to importation.

Dr. Ann Goody was notified by email that all imported animals will have to comply with all pre-entry and post-entry animal health requirements of the Animal Industry Division (AID) prior to importation into Hawaii, if this request is approved by the Board.

- **SHIPPER:** Matthew Simmons, Founder & Director of Predator Healing Project, 175 Hutton Ranch Rd, Suite 103, #813, Kalispell, Montana 59901. Phone No.: (406) 890-1449.
- IMPORTER: Ann Goody, Ph.D., (Dr. Goody), Executive Director, Three Ring Ranch, Inc. (3RR), 75-809 Keaolani Drive, Kailua-Kona, Hawaii 96740. Phone No.: (808) 331-8778. Fax No.: (866) 365-5097. (Refer to Appendix B for resume).

PQB NOTES: The PQB has previously approved Possession Permits for Dr. Goody, 3RR, on November 12, 2010, May 27, 2015, May 28, 2015, and March 24, 2016 for various non-human primates. (Refer to Attachments 1, 2, 3, 4, and 5). The PQB has previously approved an Import Permit for Dr. Goody, 3RR, on October 17, 2019 to import various non-human primates. (Refer to Attachment 6).

CATEGORY: Ring-Tailed Lemur, *Lemur catta* and Black Capped Capuchin, *Sapajus apella*, are on the List of Restricted Animals (Part B). Pursuant to Hawaii Administrative Rules (HAR), Chapter 4-71, all species in the family

Ring-Tailed Lemur, *Lemur catta* & Black Capped Capuchin, *Sapajus apella* Three Ring Ranch, Inc.

Lemuridae (*Lemur catta*) and family Cebidae (*Sapajus apella*), may be imported into Hawaii for government use, or private and commercial use, including research, zoological parks, or aquaculture production, except that animals in the order Primates shall not be allowed for import or possession for private or commercial use other than for purposes described in HAR section 4-71-6.5(b)(2) & (3), or for primate sanctuaries, as determined by the Board.

Per HAR section 4-71-2, Definitions, a "Primate sanctuary" means a facility that provides permanent care, rehabilitation, and protection for donated, abandoned, or displaced primates, does not trade or sell primates for financial gain, and that maintains a 501 (c) (3) not for-profit federal tax-exempt status and any permits or licenses required by federal, state, or municipal laws. . . " (Refer to Attachment 7 for 3RR's letter of exemption under the Internal Revenue Code section 501 (c) (3)).

Additionally, pursuant to HAR section 4-71-8(e), government organizations, such as municipal zoos, and animal sanctuaries determined by the United States Internal Revenue Service to be not-forprofit entities are exempt from the bonding requirements of this section.

II. Information Provided by the Applicant in Support of the Application

PROJECT: 3RR is Hawaii's only accredited animal sanctuary. (Refer to Attachments 8 and 9 for general information about 3RR). For over 23 years we have maintained multiple applicable licenses, dual accreditation, run multiple educational programs including residential vet and pre-vet programs utilizing the resident animal population. (Refer to Attachments 10, 11, 12, 13, 14, 15, and 16 respectively for the Global Federation of Animal Sanctuaries certificate, the Board of Directors of the American Sanctuary Association certificate, the United States Department of Agriculture (USDA) Animal Welfare Act licenses, the Department of Land and Natural Resources Permit, the Teaching Philosophy handout, the 3RR Residential Intern Program information and the 3RR Intern Volunteer Orientation information).

PQB NOTES: 3RR's U.S. Department of Agriculture (USDA) Class C – Exhibitor license under the Animal Welfare Act expired on 10/02/2021. Per a verbal conversation with Brian Hood from USDA Animal and Plant Health Inspection Service (APHIS) Animal Care, it appears that Dr. Goody has submitted everything needed to comply, but because there is no in-state inspector and due to the pandemic, an inspector is unable to come to Hawaii to conduct an inspection and complete the relicensing process. If this

Board

request is approved, PQB would obtain written confirmation from USDA APHIS regarding Dr. Goody's being in compliance with any required licenses prior to the issuance of an import permit.

This application will allow importation of partner animals to existing or older non-reproductive non-human primates (NHP) residents. As a sanctuary, we work to provide the best situation for not only the animals in our care but others in need who would benefit from resident status. Based on the recommendation of Dr. Pamela Smith, Doctor of Veterinary Medicine (DVM) of the USDA, and others, we are submitting this application to obtain companion NHP for the solo housed NHP in our care who cannot be combined due to being of different species as well as companion animals for the species who prefer to live in groups. (Refer to Attachment 17 for the Animal Welfare Regulations 3.81(a) Social Grouping for non-human primates). The application covers permitted species currently owned by 3RR. Hawaii Permit 20-10-H-6688c. (Refer to Attachment 6 for 3RR's Import Permit and Conditions).

- **OBJECTIVE:** Lifetime care, non-research, companionship with same species NHP. Companions for the lemur residents already living at 3RR, companion capuchin for the solo housed female resident at 3RR.
- **PROCEDURE:** Safe move for rescued animals to our accredited animal sanctuary. Animals will have been seized by authorities. Appropriateness for 3RR placement to be evaluated and determined by 3RR primate DVM whose team is already on site. Prior to transport to 3RR, they will have been examined by a licensed DVM, lab tested and quarantined. They will have accompanying health certification. Animals will live safely in the 3RR secure facility to end of their lives.
- **PQB NOTES:** The date of the seizure is unknown at this time.

DISCUSSION:

- Person Responsible: Ann Goody Ph.D., Executive Director, 3RR, 75-809 Keaolani Drive, Kailua-Kona Hawaii 96740. Phone No.: (808) 331-8778. Fax No.: (866) 365-5097. Email Address: <u>animals@threeringranch.org</u>
- Safeguard Facility and Practices: Ann Goody Ph.D., Executive Director, 3RR, 75-809 Keaolani Drive, Kailua-Kona Hawaii 96740. Phone No.: (808) 331-8778. Fax No.: (866) 365-5097. Email Address: animals@threeringranch.org

Map and direction to the facility: <u>https://www.google.com/maps/place/75-809+Keolani+Sbd,+Kailua+Kona,+HI+96740/@19.643622,-155.96545,17z/data=!3m1!4b1!4m2!3m1!1s0x79540ec5064e89c5:0x96c75685d4431ed0.</u> (Refer to Attachment 18 for aerial map of facility).

Refer to driving directions from the airport below:

Take Queen K Highway (11) south into Kona. Pass Wal-Mart and go one more mile to Nani-Kailua (signal) turn LEFT and go UP the hill 2 stop signs. At the second stop go left again to the end. Keaolani gates on right. 75-809 Keaolani Dr, Kailua Kona - GPS often gives inaccurate/difficult directions in many GPS units (e.g., Google Maps). Make sure your directions take you UP the hill from the Queen Kamehameha highway on NaniKailua - not DOWN the hill from Old Mamalahoa Highway (near Holualoa). That entrance is not marked and difficult to find. Press 0-0-0-2 on the Keaolani main entrance intercom. We are the second house, just after the first speed hump, and have a "zebra mailbox" and a bronze gate. That gate will be opened by me when the animals are safe. No need to press more buttons.

Security for facility includes 2 coded entrance gates, 6' perimeter fence, alarms (including cameras) and guard dog. (Refer to Attachments 19, 20 and 21 for photographs of the entrance gates and 3RR's Safety/Security/Facility Safe Guards). Alarm system installed and monitored by Alert Alarm; cameras installed by Digital Evolution (Ubiquiti Networks system). Staff (armed) on site day and night. Policies in place regarding whom is able to provide care to NHP. All Keepers demonstrate correct safety procedures prior to be allowed to provide care for NHP. (Refer to Attachments 22, 23 and 24 for the Volunteer Orientation for Keepers, Monkey Daily Care Guidelines, and NHP Routine Care Guidelines).

Class A caging system already inspected by Hawaii Department of Agriculture (HDOA) Staff. Shift rooms, security room and both key lock and combination lock. Inspected daily for wear and security. Please refer to the following information below regarding the different types of gaging systems:

Class A = 1-5/8" 16 Gauge Galvanized Steel Tubing, 6 Gauge Galvanized Welded Wire Mesh. "Commercial grade cages for large cat cages, tiger cages, monkey cages, bear cages." (Refer to Attachment 25 for photographs of the containment structure for the Capuchin monkeys).

Class C is what you use for dog kennels – Ours are "Lucky Dog" commercial steel welded 8-gauge 2x4" mesh. (Refer to Attachment 25 for photographs of the containment structures for the Ring-Tailed Lemurs).

3. Method of Disposition: Report will be made to HDOA Necropsy at discretion of primate veterinarian on staff of 3RR. Report of necropsy findings to HDOA AID. Remains cremated or buried.

4. Abstract of Organisms:

- a. **Ring-Tailed Lemur** (*Lemur catta*).
- Exclusively diurnal, terrestrial, omnivore, foragers. They are highly social, living in groups of up to 30 individuals, female led. Leaf browsers who will take occasional fruit or insects. Average life expectancy in the wild is 16-19 but in captivity can be up to 20 years. Weight 4.5-5 lbs., head–body length ranges between 39 and 46 cm (15 and 18 in.), its tail length is 56 and 63 cm (22 and 25 in), and its total length is 95 and 110 cm (37 and 43 in. sexual maturity in 2.5 3 years.
- c. Native of Madagascar.
- d. Not native or found in Hawaii.
- e. Not possible without a breeding troop released in Hawaii.
- f. All lemurs are considered critically endangered and expected to be extinct in 20 – 25 years in the wild. They are rated "endangered" on The International Union for Conservation of Nature's Red List of Threatened Species (ICNU) conservation chart.
- g. Found only on Madagascar.
- h. Used in pet and zoos for education, not domesticated but one of the easiest NHP to work with.
- i. Breed well in captivity in zoo settings.
- j. Disease transmittal to humans less than human to monkey. Lowest risk in comparison to other NHP. Each will be confirmed disease free prior to transport. Each will be quarantined 30 days on arrival.
- k. Lemurs can carry and transmit parasites, ticks, mites, whipworms, tapeworms which could transmit diseases to human hosts.

a. Capuchin Monkey (Sapajus apella).

- b. Diurnal, arboreal, omnivore, innovative foragers. Found in South America and Brazil where temperature is similar to Hawaii, they are considered the most intelligent of the New World monkeys. They are territorial and highly social. They can breed at four years of age and will do so every two years. Average life expectancy in the wild is 15 20 but in captivity can live 3550 years. They reach 30 56 cm. in length and weights vary from 6 12 lbs.
- c. As above, they live in the jungles of South America. They require areas to forage and places to climb for safety and security.
- d. This animal is not naturalized to Hawaii.
- e. To become naturalized in Hawaii, multiple breeding pairs would have to be released. The odds of this are very minimal as the only ones on island are elderly or non-reproductive.
- f. Capuchins are the most common "pet" monkey on earth. Due to their intelligence, they are also the most commonly used as disability aids as well as in labs for research.
- g. Ranging throughout South America they consume a variety of plant parts such as leaves, flower and fruit, seeds, pith, woody tissue, sugarcane, bulb, and exudates, as well as arthropods, mollusks and a variety of vertebrates and even other primates. They are rated "least concerned" on the IUCN conservation chart.
- h. Capuchins are not domesticated but commonly used by humans as both trained for assistance animals, pets, and in entertainment.
- i. In its naturalized range they are not threatened. Currently the pet trade animals are captive bred. They do very well in captive breeding situations.
- j. Disease transmittal to humans is less of a risk than human to monkey transfer. Each will be tested clear for parasites and not exhibited signs and symptoms of illness prior to arrival. On arrival will be quarantined on site for 30 days prior to introduction to resident NHP.
- k. Capuchin monkeys could transmit rabies (they die quicker than humans from rabies and only 11 NHP rabies cases were ever recorded) or Tuberculosis (TB) which requires close exposure to a TB positive human and our keepers are tested annually prior to being able to provide care for

NHP. Capuchins can also carry Entamoeba histolytica (amoeba), but her feces will be tested clear and are checked annually. Other potential diseases from monkey to human or human to monkey include salmonella, shigella, campylobacter.

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5. Effects on the Environment:

- a. As said in 4e, the potential for direct impact in Hawaii is nearly impossible.
- b. If NHP were to be out in the wild on Hawaii Island they could be identified and removed prior to becoming established. They could forage for food and could survive in our environment.
- c. Probability of establishment in Hawaii. Nearly impossible. To establish would require multiple escapes into the same area with reproductive animals. This would require animals other than those we are requesting having been turned loose.

Biosecurity.

We maintain safety rooms, key locks, and padlocks on all NHP enclosures. We use <u>both</u> key and combination on all NHP habitats so as to have redundant security. We have had multiple natural disasters threaten our facility. We drill on all potential disasters with all personnel. (Refer to Attachments 26, 27, 28, 29, 30, and 31 respectively for 3RR's Disaster Plans for Fire, Flood/Rain, Wind, Wind/Evacuation Drill Notes, Evacuation from Primary Enclosures and Earthquakes). In our 23.5 years of existence, we have had 0 escape and 0 human animal adverse interaction. (Refer to Attachments 32, 33, and 34 for 3RR's Animal Escape Plans for Equipment, Training, and Drills). 3RR also have Environmental Control Plans for their facility. (Refer to Attachments 35, 36, 37, 38, 39, and 40 respectively for 3RR's Environmental Control Plans for lisolation/Contamination, Animal Waste, Trash Pickup, Rodents, Pest Control and Predator Control).

6. Alternatives:

Euthanasia for animals needing sanctuary placement. No companion animals for current NHP residents through their lives. Decreased quality of all educational programs offered by 3RR to pre-veterinary, veterinary students, and others.

7. References:

- a. Capuchin Monkeys Dorothy Fragaszy Neuroscience and Behavior Program University of Georgia
- b. Veterinary Clinics of North America: Small Animal Practice 17 (1) 219-240, 1987 David M. Renquist, D.V.M., M.A.
- c. Diseases Transmissible from Monkeys to Man and vice versa, Ron Himes DVM, PhD
- d. Wisconsin National Primate Research Center fact sheets; *ateles, cebus, macaca* <u>https://www.primate.wisc.edu/</u>
- e. New England Primate Conservancy <u>https://www.neprimateconservancy.org/</u> Animal Diversity Web <u>https://animaldiversity.org/</u>

III. Advisory Subcommittee Review

This request was submitted to the Advisory Subcommittee on Land Vertebrates for their review and recommendations. Their recommendations and comments are as follows:

1. I recommend approval ____ / ___ disapproval to allow the importation of up to eleven (11) Ring-Tailed Lemurs, *Lemur catta*, and one (1) Capuchin Monkey, *Sapajus apella*, animals on the List of Restricted Animals (Part B), by permit, for use in a Primate Sanctuary, by Three Ring Ranch, Inc.

Dr. Allen Allison, Vice President/Assistant Director, Research and Scholarly Studies, Bernice Pauahi Bishop Museum: Recommends approval.

Comments: "Inasmuch as the Three Ring Ranch has gained the necessary operational approvals from DLNR and DOA and is being required to ensure that the primates they import are covid-free, I have no objections."

Dr. Sheila Conant, Professor/Chairperson (ret.), University of Hawaii at Manoa, Department of Zoology: Recommends disapproval.

Comments: "I have always been concerned about the wisdom of even considering importation of primates to Hawaii for any reason, even if the animals are to be held in dedicated public facilities (zoos) and even less so in 'sanctuaries'. Primates are among the most difficult animals to keep

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successfully in captivity. The importance of expert professional care of these animals cannot be underestimated. In addition, the maintenance of these animals at 3RR could give the impression that primates are acceptable pets. Hawai'i laws and regulations prohibit this, and I think it unwise to risk giving the impression to 3RR visitors and staff that primates make 'good' or 'desirable' pets.

"I am also concerned about the risk of disease transmission, especially to humans. A number of emerging diseases (from AIDS to Hantavirus to COVID) that have taken a great toll on human life originated in wild species populations, mostly mammals. For some diseases, like COVID, we do not yet know what the origins were, and it is imperative that any animals proposed for importation be thoroughly tested for the variants of COVID."

<u>Dr. Fern Duvall, Ecosystems Protection and Management, Hawaii Department of Land</u> and Natural Resources-Division of Forestry and Wildlife: Recommends disapproval.

Comments: "I believe it is best to have the greatest professional and educational 'use' of these animals. I believe best suited would be the accredited zoo systems. Both the Panaewa Zoo, Hawaii Island and/or the Honolulu Zoo, Oahu Island, seem to be the correct places to receive and house these animals. That assumes one or both would agree to receive and house the animals. The two named public zoos have a dedicated public function with appropriately trained professional staff, less expected turn-over and, therefore, more stability in animal care, than do the planned trained NHP volunteers that would be caring for the animals under the 3RR applicant's plans, and as stated in the documents, for care of the species should they go to the 3RR. If both public zoos turn down the reception of these animals, I still believe the private zoo is not a wholly sufficient resource for their importation."

<u>Dr. Isaac Maeda, DVM, State Veterinarian, HDOA-Animal Industry Division:</u> Recommends approval.

Comments: No comments.

Mr. Tom May: No response.

Dr. Carolyn McKinnie, DVM, Supervisory Veterinary Medical Officer, USDA, APHIS-Animal Care: No response.

2. I recommend approval ____ / ___ disapproval to update permit conditions for the importation of up to eleven (11) Ring-Tailed Lemurs, *Lemur catta*, and one (1)

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Capuchin Monkey, *Sapajus apella,* animals on the List of Restricted Animals (Part B), for use in a Primate Sanctuary, by Three Ring Ranch, Inc.

<u>Dr. Allen Allison, Vice President/Assistant Director, Research and Scholarly Studies,</u> Bernice Pauahi Bishop Museum: Recommends approval.

Comments: "The permit conditions seem reasonable and appropriate."

Dr. Sheila Conant, Professor/Chairperson (ret.), University of Hawaii at Manoa, Department of Zoology: Recommends disapproval.

Comments: "Captive lemurs and or monkeys should only be permitted for accredited zoos. Even for those institutions medical/disease screening of any new primate importations (if such importations are even allowed in future) should be exceedingly thorough."

<u>Dr. Fern Duvall, Ecosystems Protection and Management, Hawaii Department of Land</u> and Natural Resources-Division of Forestry and Wildlife: Recommends disapproval.

Comments: "I do not believe that lemurs and or monkeys should be permitted for any institutions other than the accredited zoos.

The State should be especially careful and rigorous with allowance of importation of any exotic wildlife species, especially primates – it is clear they prove to be potential pathways for introduction of novel pathogens to our State. I think the prohibition of such importations is most beneficial to the long-term security of the State of Hawaii."

<u>Dr. Isaac Maeda, DVM, State Veterinarian, HDOA-Animal Industry Division</u>: Recommends approval.

Comments: "The following section c. may be added under Import Permit Condition No. 14:

c. The animals in the shipment must: Have a negative SARS CoV-2 PCR test result within 72 hours prior to travel; and be kept isolated under quarantine until a post-arrival PCR test is performed 3 – 5 days after arrival and returns negative results. Should the animal have a positive test result, the animals shall remain isolated under quarantine until a negative test is obtained."

Mr. Tom May: No response.

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Dr. Carolyn McKinnie, DVM, Supervisory Veterinary Medical Officer, USDA, APHIS-Animal Care: No response.

IV. Advisory Committee Review

This request was submitted to the Advisory Committee on Plants and Animals (Advisory Committee) at its meeting on October 29, 2021 via a Zoom virtual meeting. PQB Land Vertebrate Specialist Noni Putnam (Ms. Putnam) provided a synopsis of the request.

Ms. Putnam stated that on October 27, 2021, she received written confirmation from Elizabeth Goldentyre, Deputy Administrator, USDA, APHIS-Animal Care which states: "...we will not cancel any license that has not been relicensed by its expiration date if the reason for the delayed relicense is scheduling conflicts on the part of Animal Care. We currently project that inspectors will be available to conduct these inspections in late November 2021. No licenses will be canceled before those inspections are conducted. Any license that is past the expiration date will remain active and valid until a relicense inspection can be conducted, provided they have submitted relicensing paperwork before the expiration date of their license." Ms. Putnam also confirmed on the USDA APHIS website that Dr. Goody's license is still active.

Ms. Putnam said that a site inspection was conducted on September 25, 2021 of the enclosures at Three Ring Ranch facility. She also received a total of four advisory subcommittee recommendations. For Question No. 1, two of the four recommended approval to allow up to eleven (11) ring-tailed lemurs and one (1) capuchin monkey; animals on the list of restricted animals (Part B), for use in a primate sanctuary by Three Ring Ranch, Inc. For Question No. 2, two of the four subcommittee members recommended approval to update the permit conditions for the importation of up to eleven (11) ring-tailed lemurs and one (1) capuchin monkey; restricted animals (Part B), for use in a primate sanctuary by Three Ring Ranch, Inc.

Ms. Putnam referred to the proposed import permit conditions on page 12 – 17, and the first PQB notes reiterated that the actual number of animals to be imported will be indicated on the permit once clarified and approved. The second PQB note is for Question No. 3 noting that it is due to the Board action prior to January 8, 1990. On page 14, the PQB notes were inserted for Condition No. 14(c) as a result of comments made by Dr. Isaac Maeda.

Ms. Putnam then stated that Dr. Goody is available to answer any questions from the Advisory Committee Members.

Chairperson Dr. Helmuth Rogg (Dr. Rogg) asked the Advisory Committee members if they had any questions for Ms. Putnam.

Advisory Committee Member Robert Hauff (Mr. Hauff) asked for clarification regarding HAR section 4-71-6.5(b)(2) that allows only specific types of private or commercial use for primates. He asked Ms. Putnam to confirm that the HAR allow import of primates in primate sanctuaries. Ms. Putnam stated that it is her understanding that it is strictly for primate sanctuaries.

Dr. Rogg called upon Jonathan Ho (Mr. Ho), Inspection and Compliance Chief, PQB, forward. Mr. Ho introduced himself and stated that Mr. Hauff is correct that HAR section 4-71-6.5(b)(2) does allow for the importation of animals on the Restricted B List to be imported for use in a primate sanctuary.

Advisory Committee Member Kenneth Matsui (Mr. Matsui) stated that the lemurs were originally from Madagascar as a species. Like with the parrots from Madagascar, he was concerned with how the lemurs would interact with the Madagascar fire weed, as well as the moth brought in to try to control the fire weed. He asked if Dr. Goody had any insight as to how the organisms would interact?

Dr. Goody, Three Ring Ranch, Inc., was called forward and introduced herself.

Dr. Goody said that the lemurs are multiple generation U.S. bred at least three generations back, as far as she's aware of, and because they were bred for domestic trade, there's some illegality as to who bred whom and went where; there's no accurate genealogy. She said, "Currently, there are no lemurs in the U.S. pet trade that were imported from Madagascar, therefore, there are no truly wild livestock. The only wild livestock currently being bred are at the Duke Center and other centers with very rare types of lemurs. These animals will not be shedding any type of Madagascar parasite; no seed material within their gut that could be distributed."

Mr. Matsui said that Madagascar fire weed is sometimes eaten by cattle and either kills the cattle or poisons the milk they produce, therefore, killing the calf. To counter that, the Advisory Committee approved the import of moths to slow the progress of this weed. His concern is if the lemur eats the moth.

Dr. Goody said that for two years there have been two ring-tailed lemurs at her facility that refuse to eat any insect matter, even though in the wild 5 - 7% of their diet is insect matter. She noted that they have dramatically hurled insects out of their enclosure. When asked by Mr. Matsui, "What do they eat?" Dr. Goody replied that they are fed a wide variety of fruit, vegetable material, two different types of specialized lemur biscuits, and supplements. Mr. Matsui asked if the amino acids are coming primarily from the biscuits? Dr. Goody replied that it's specialized powders and supplements.

Dr. Goody commented about Ms. Putnam's statement regarding the lemurs being of the male gender. She said that she doesn't know what percentage of the group will be male

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or female. She does know that all males will be sterilized, vasectomized, or castrated. She said Three Ring Ranch currently have permitted females and have no desire for any reproduction; however, the pending group are mixed gender, therefore, she's asking for the application to be amended to remove the male only clause from that condition.

Dr. Rogg asked if the capuchin monkey is a 15-year-old female? Dr. Goody said, "correct." She stated that they've previously never had a restriction when importing primates. Her conditions go back to the 1990s, and there hasn't been any gender-specific conditions.

Mr. Ho stated that he believes Dr. Goody is correct in that the proposed permit language does prohibit anything except vasectomized or castrated males. He said that the intent was if there were males imported, they would be vasectomized or castrated and said the permit language should state something like: "Should male restricted articles be imported, they shall be vasectomized, castrated, or unable to reproduce." Mr. Ho doesn't believe the intent was to allow only females. It was very clear that Dr. Goody wanted to import both genders.

Dr. Rogg asked that if we allow females to be imported, are they not spade prior to arrival? What happens if they're pregnant when they arrive? Dr. Goody responded by saying that any pregnant female that produces progeny, and if the progeny is male, it will immediately be vasectomized. They would have to seek approval for that animal to stay at Three Ring-Ranch or sent out at your direction. Dr. Goody mentioned that the terminology Mr. Ho is referring to is "rendered sterile".

Mr. Matsui asked Dr. Goody to address disease transmission, particularly COVID. Dr. Goody said that the plan is to test for COVID prior to departure and upon arrival even though this particular strain has not yet been detected in lemurs. They are extraordinarily vigilant about protecting themselves and others, and never jeopardize any of their animals and residents. They have elderly spider monkeys residing there, and one that is going for the world record.

Dr. Rogg called forward Advisory Committee Member Dr. Maria Haws.

Dr. Haws said that the submittal has some unknown factors: Number of lemurs, ages, sex, how they were confiscated. She wanted to know the reason behind all the unknown facts. Dr. Goody responded by saying that rescue is delicate. It involves politics, prosecuting offices, multiple state and federal agencies, sometimes crossing jurisdictions. Each agency has their own controls and sometimes don't allow inspectors access to identify animals by gender until our own veterinarians can have access for accurate evaluations and, records are inaccurate. The last time we had a rescue, they had good records; however, there were gaps, and once the primate vet from the Los

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Angeles Zoo and our vet Dr. Rebecca Richards was able to get on site, they were able to fill in all those details.

Dr. Haws asked if failure of a vasectomy is something that could occur in these animals? Dr. Goody said that 30 days is standard for when you would vasectomize an animal and allow it to be with others and females. Dr. Goody stated that they have zero desire for reproduction. Dr. Haws said that knowing that animal sanctuaries are not required to be bonded or accredited, what's the succession plan if something were to happen to the people who manage the sanctuary? Who takes responsibility for the animals?

Dr. Goody stated that succession is one of the considerations brought forward every time they are re-accredited. The Global Federation of Animal Sanctuaries (GFAS) insists on a plan that's reviewed every 3 - 5 years and outlines financial and human staff that will continue to run the sanctuary. The entire facility has been put into a trust for the animals. She said there's no guarantee in this world for everything 100 percent that nothing could ever happen but noted there's never going to be a question of care.

Dr. Haws asked if alternative placements in the mainland were explored or state zoos in Hawaii? Is this the last resort for these animals? Dr. Goody said that they're not considered the last resort. Because of their history within the GFAS network and American Sanctuary Association (ASA), they're considered a high choice. She noted that they turn animals away every single week. She stated that when they heard of this particular rescue, those animals were a more appropriate fit. Dr. Haws said she wanted to make it clear that she doesn't mean to imply that Dr. Goody's facility is substandard in any way. Dr. Goody said that, yes, there are other places they could go but will it be the same home they can offer at Three Ring Ranch? She said that the zoo that Dr. Fern Duvall was referring to, the Hilo Zoo, is not accredited. She said that it never was and it never will be; that it is constantly out of compliance with the USDA; that it is substandard for nonhuman primates; and that hopefully it will continue to improve and become a glorious educational facility. She stated that the Honolulu Zoo is exceptional but has no idea if they considered additional lemurs. Dr. Haws said she was also referring to the comments made by Dr. Fern Duvall and Dr. Sheila Conant that there are some good reasons why not to bring primates into Hawaii. It would seem that if there were suitable alternatives on the mainland, it's preferable to keep them there and were those alternatives considered because our State is small with few resources. Dr. Haws noted that should there be problems, any amount of time and money spent is disproportionate to our State budget, therefore, she believes the preferable choice would always be to look for more local alternatives for these confiscated animals.

Dr. Goody said that the state where they're at, and the people who decide the placement and determination have made multiple calls to multiple facilities. Dr. Goody is unaware of the criteria they used and how many alternatives were reviewed for these specific

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animals; noting that this is only part of many animals at this facility that's being closed. She said bringing in extra lemurs for the existing two lemurs is an excellent fit, and the older capuchin would make an excellent fit for the solo single female capuchin. She said Three Ring Ranch would not have considered a single male capuchin. She said their response would have been, "I'm sorry. That's inappropriate for us."

Dr. Rogg asked if there were any other questions for the submittal that Ms. Putnam presented.

Mr. Hauff said that he doesn't recall seeing previous imports come before the Advisory Committee. Is there a reason why this submittal is before the Advisory Committee? Was it to update the permit conditions; and if so, what are the changes? Mr. Ho said that permits are issued administratively, and those conditions were established probably in the '90s, before Ms. Putnam became the specialist. The Advisory Committee and the Board have been stressing upon PQB to update the conditions to meet today's standards; for example, the bison and the mute swans. This submittal is right along those lines to get things in order as opposed to just administratively issuing the permit. Mr. Ho said that Dr. Goody did mention that should there be progeny, proposed Condition No. 6 states that she has to notify the PQB immediately; they're basically considered prohibited. If Dr. Goody decides to keep them, she would have to go before the Board as stated in the condition. Should that be denied by the Board, she would be required to send the animals out of state. Mr. Ho noted that proposed Condition No. 14(c) specifically requires COVID testing.

Ms. Putnam reiterated that the conditions were created in the 1990s, and moving forward, conditions that need updating will be going through the Board process. Mr. Matsui stated that's one of the concerns he has because Dr. Goody seems very credible and responsible, but when we use this prototype for people who may not be as credible and responsible, it does seem problematic. Ms. Putnam said that there's a condition that states that all subsequent requests by the permittee to import or transfer non-human primates shall be approved by the Board on a case-by-case basis. Mr. Ho said the intent of that particular condition is not to target Dr. Goody. Mr. Ho then reiterated what Ms. Putnam said by stating "Any subsequent requests for the restricted articles to import or transfer non-human primates shall be approved by the intent of the point or transfer on a case-by-case basis." He said that the intent is for everybody's future requests, and the PQB is aware of imports posing higher risks.

Mr. Hauff stated that he often looks at these applications as what are the costs in terms of risk and what are the benefits? He asked, "Beyond the risks to these animals, are there any benefits, say, to the species? Educational?" Dr. Goody said that the animals at the ranch are used in veterinary student programs, pre-vet and second-year veterinary students on resident programs learning to care for these different creatures studying care and behavior, in addition to graduate vets, and fourth-year externs. She said that

most of the schools fund them to be there. The more variety they have and complexity of interactions that an animal has within a group accelerates the number of opportunities a student has when studying them. She said their main mission is education. She said that they're the only place besides the Honolulu Zoo that has this type of program and they have a 100% success rate in getting their pre-vets into veterinary school.

Dr. Rogg asked where in the application is disease transmission addressed? Dr. Goody said that in the last importation, the requirements were very brief. She said that they made an extensive list of tests they did for the animals following guidelines from the USDA and the Los Angeles Zoo. They provided all of that information to the Hawaii State Veterinary Program, and when they proposed the list, they asked if anyone in Hawaii had anything to add, and they did not. She stated they said that it was an extremely comprehensive list. Dr. Goody states that she is proposing to provide the same detailed list again.

Dr. Rogg wanted to confirm with Mr. Ho and/or Ms. Putnam that Condition No. 14 would basically address that issue. Mr. Ho stated that Condition No.14 does address the disease issue, and Dr. Isaac Maeda, State Veterinarian, who is on the Advisory Subcommittee, did review the proposed conditions and proposed No. 14(c) and the list of diseases were appropriate for the importation.

Dr. Haws asked if in the event of a natural disaster, and some or all of the primates escape, how would recapture be implemented? Dr. Goody said that they work on that every single day with recall training, which entails training the animal to move from point-to-point call with food. Also, their disaster drills have been reviewed by GFAS and USDA. She said there has never been a problem, but said they are ready. She states that the responsibility of capture solely rests on the Three Ring Ranch, and they are well-armed.

Dr. Haws stated that in the future this should be more detailed in the conditions.

Dr. Rogg asked if Condition No. 19 details the escape plan? Mr. Ho said that Condition No. 19 states that should an escape occur, how would the permittee notify the PQB. To address Dr. Haws' comment, he said Condition No. 18 is a catch-all and PQB works with the applicant outside the permitting process to address issues like natural disasters. Dr. Rogg states that in Condition No. 18, the permittee should have a biosecurity manual available for review and approval by the PQB.

Ms. Putnam refers to Condition No. 19(e) regarding what's to be done if the animal expires, "then the permittee shall submit a written report to the PQB Chief that details the circumstance surrounding the death of the restricted article(s), and any other information deemed necessary by the PQB Chief. The permittee shall also submit a necropsy report from a USDA accredited veterinarian within thirty (30) days post-mortem." She explains

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that this is another report that can be submitted to PQB and the Animal Industry Division if there's any question.

Dr. Rogg asked if there were any more questions from the public or the Advisory Committee members, to which there were no other questions. Dr. Rogg requested a motion.

Dr. Goody wanted to thank the Advisory Committee for their consideration and time. She then noted that there were a considerable number of letters of support. Dr. Rogg asked Ms. Putnam if the testimonies were a part of the submittal? Ms. Putnam said that she didn't receive any documentation or written testimonies as Dr. Goody had stated. Dr. Goody said that she has approximately 12 copies that were sent directly to Ms. Putnam and cc'd to her over the last two days. Mr. Ho stated that 10 testimonies were sent to a generic email. He quickly reviewed them and said that they all seem to be in support of the request. He said that the testimonies also refer to excellent care, good animal welfare, providing training and opportunities for veterinary students. The testimonies are from individuals in and out of the state. Dr. Rogg requested to have the testimonies sent to the Advisory Committee Members.

Mr. Matsui said that traditionally the committee members would receive this type of information one week in advance, and it's really too late to read it at this point. He added that it's probably safe to say that Dr. Goody's reputation is very good and requested that this type of information be provided one week in advance.

Dr. Haws said that she thinks this is somewhat of a violation of procedure and would prefer to read the testimonies in detail. She doesn't believe it will change the way she'll vote but noted for fairness the Advisory Committee should hold the vote until the next session.

Dr. Haws made a motion to table this request until the Advisory Committee members had a chance to review all the written testimony. Mr. Hauff seconded the motion.

Dr. Rogg called Dr. Goody forward to address the committee.

Dr. Goody asks the Advisory Committee if it's a favorable vote, could they go ahead and take a vote; if it's a split vote, could they take the time and read the letters. She made this request in the interest of time so the Advisory Committee would not have to reconvene at a later time.

Dr. Rogg asked if there were any other comments. Committee Member Thomas Eisen (Mr. Eisen) asked what the project timeline was for getting the animals imported to Hawaii, and when would the Advisory Committee reconvene if the vote was delayed? Dr. Rogg said that he believes there was a time crunch to organize the meeting on such

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short notice, and it also wasn't clarified where the emails were sent to. Dr. Rogg called Deputy Attorney General Jodi Yi (Ms. Yi) forward to advise on the procedural process, and asked Mr. Ho if all the testimonies were submitted before the deadline of 10/28/21, 4:30 p.m. Mr. Ho said that 9 out of 10 testimonies were submitted on time. One testimony was submitted on 10/29/21 at 9:10 a.m. Mr. Ho stated that he emailed all the testimonies to the Advisory Committee members (Refer to Attachments 41 – 50 for submitted testimony). Mr. Ho reiterated that there is a motion to vote on for deferral until the public testimonies can be read, and due to public requirements, the earliest date to reconvene would probably be in two weeks. He states that this request needs to go before the Board to approve, and he's not sure when the next Board meeting would occur. To answer Mr. Eisen's question, Mr. Ho said that the Advisory Committee normally meets as needed.

Dr. Goody said that seizure has been instigated at the facility and currently proceeding through the court system. She said a delay can lead to a missed opportunity of meeting the goal. She said that the sooner she receives an answer from the Advisory Committee, the sooner it can proceed through the next level with the State and further communication with people on the mainland. She said that the letters were forwarded to the email address she was given.

Mr. Hauff asked Ms. Yi if the Advisory Committee must consider all the testimony received before making a final recommendation according to the Sunshine Law? This is part of the reason he seconded Dr. Haw's motion.

Ms. Yi said that with regard to the notice requirements because this request is something that has been Sunshine noticed; Office of Information Practices says that providing the six days' notice is not required for a continued meeting. She said that a meeting could be set on Monday if the Advisory Committee members were available. Ms. Yi said that if there's a motion to affirmatively approve this permit and it failed, there can be another vote on it. The motion fails as opposed to rejecting the permit.

Dr. Rogg said that a motion to postpone the vote until the testimony is read is still pending, and then asked Ms. Yi if they need to propose another motion to approve a tentative vote? Mr. Ho stated that this is an advisory committee that makes recommendations and comments to the Board who will make the final determination of approval or disapproval of the permit. Mr. Ho stated that a vote can be taken to move the request to the Board with no recommendation.

Dr. Rogg called for a vote on the motion to postpone the vote until the Advisory Committee members have read all the testimony.

Vote: APPROVED 3, with 3 OPPOSED (Rogg, Matsui, Eisen)

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Motion did not carry.

Dr. Rogg requested a motion to approve the requested import conditions as stated with the change in Condition No. 3 to read, "If males are imported, they shall be rendered sterile." Mr. Matsui made the motion. Mr. Eisen seconded the motion.

Dr. Rogg asked if there were any questions. Dr. Haws wanted to be clear on her position and said that she had an additional reason why she voted against this particular condition aside from the procedural issue, which should be taken into account, but when there are primates involved and exotic animals, unless there's strong proof that there's no other placement on the mainland, that they shouldn't be sent to Hawaii. Although the risk might be minimal, and it's hard to assess the risk in all cases, dependent of private parties to safeguard the environment, Hawaii is not always the best choice. She feels there's still risk to the economics of Hawaii, particularly the agricultural economy. She also believes it sends the wrong message to the public in terms of it being okay to have these animals in Hawaii.

Dr. Rogg asked if there were any further discussions. Hearing no response, Dr. Rogg called for a vote.

Vote: APPROVED 3, with 3 OPPOSED (Haws, Hauff, Ching-Lee)

Motion did not carry.

(Discussion was held amongst the Advisory Committee Members on moving forward.)

Mr. Hauff made a motion to have the HDOA Board consider the application under the Advisory Committee's split decision, the information discussed, as well as the testimony the Advisory Committee members did not receive. Dr. Haws seconded the motion.

Dr. Rogg asked if there was any discussion on the motion. Having no reply, Dr. Rogg called for a vote.

Vote: APPROVED 6/0

Motion passed.

There was no further discussion.

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Board

V. <u>Proposed Import Permit Conditions</u>

The restricted article(s), <u>up to eleven (11) Ring-Tailed Lemurs, Lemur catta and one (1) Black Capped Capuchin, Sapajus apella, shall be used in a Primate Sanctuary</u>, a purpose approved by the Hawaii Department of Agriculture (HDOA), Board of Agriculture (Board), and shall not be given, sold, and/or transferred in Hawaii unless approved by the Board. Release of the restricted article(s) into the environment is prohibited.

PQB NOTES: As stated earlier, the actual number of the animals to be imported will be indicated on the permit.

2. All subsequent requests to import or transfer non-human primates, shall be approved by the Board on a case-by-case basis.

PQB NOTES: Condition No. 2 was amended to clarify the intent as a result of the discussion at the Advisory Committee meeting.

3. All male restricted article(s) shall be vasectomized, castrated, or rendered sterile.

PQB NOTES: Due to a Board action, prior to the January 8, 1990, Board approved conditions for the importation of Lemurs, only males were allowed. Because of this and the fact that Dr. Goody has proposed importing males, PQB has proposed the condition above.

This condition was subsequently amended as a result of the Advisory Committee's recommendation.

- 4. The permittee, <u>Ann Goody, Ph.D., Three Ring Ranch, Inc. 75-809 Keaolani Drive,</u> <u>Kailua-Kona, Hawaii 96740</u>, shall be responsible and accountable for the restricted article(s) imported, from the time of their arrival to their final disposition.
- 5. The restricted article(s) shall be safeguarded at <u>Three Ring Ranch, Inc.</u> 75-809 <u>Keaolani Drive, Kailua-Kona, Hawaii</u> 96740, a site inspected and approved by the Plant Quarantine Branch (PQB) prior to importation. Prior to the removal of the restricted article(s) to another site, a site inspection and approval by the PQB Chief is required.
- 6. The permittee shall immediately notify the PQB Chief verbally and in writing of any progeny. All progeny are prohibited, shall not be considered as allowed by this permit, and shall be kept secured at the discretion of the PQB Chief until the final disposition of the progeny. The permittee shall be responsible for any costs,

Board

charges, or expenses incident to the final disposition of progeny of the restricted article(s).

- 7. The restricted article(s) shall be maintained by the responsible person, <u>Ann</u> <u>Goody, Ph.D., Three Ring Ranch, Inc. 75-809 Keaolani Drive, Kailua-Kona,</u> <u>Hawaii 96740</u>, or by trained or certified personnel designated by the permittee.
- 8. The restricted article(s) shall be imported only through the <u>port of Honolulu</u>, as approved by the Board. Entry into Hawaii through another port is prohibited.
- 9. The permittee shall provide the HDOA, PQB and Animal Industry Division (AID) with the confirmed arrival date, time, mode of transportation, and any other required information for the arrival of the restricted article(s) at least 48 hours prior to arrival. The permittee shall immediately notify the HDOA, PQB and AID of any changes to this information.
- 10. Each shipment shall be accompanied by a copy of the PQB permit for the restricted article(s) and an invoice, packing list, or other similar PQB approved document listing the scientific and common names of the restricted article(s), the quantity of the restricted article(s), the shipper, and the permittee for the restricted article(s).
- 11. The restricted article(s) shall be permanently marked with a unique identification code that is approved by the PQB Chief.
- 12. At least four sides of each parcel containing the restricted article(s) shall be clearly labeled with "Live Animals" and "This Parcel May be Opened and Delayed for Agriculture Inspection" in 2-inch minimum sized font.
- 13. All bedding used to transport the restricted article(s) and fecal material from the restricted article(s) shall be bagged and disposed of directly into the municipal landfill.
- 14. The restricted article(s) shall comply with all pre-entry and post-entry animal heath requirements of the AID.
 - a. The restricted article(s) shall be accompanied by an original and valid health certificate issued by a U.S. Department of Agriculture (USDA) accredited veterinarian within seven (7) days prior to importation. The health certificate shall declare the restricted article(s) are free from brucellosis, hepatitis, West Nile Virus, morbillivirus, calicivirus, heartworm, toxoplasmosis, and any other disease designated by the HDOA State Veterinarian.

- b. Upon arrival at the port of Honolulu, the restricted article(s) must be issued a permit to ship (form DC-8), by the HDOA State Veterinarian or authorized representative, prior to transport to the approved site.
- c. All restricted article(s) shall be accompanied with documentation of a negative SARS CoV-2 PCR test result within 72 hours prior to travel to the state; and be kept isolated under quarantine until a post-arrival PCR test is performed 3 – 5 days after arrival and returns negative results for SARS CoV-2. Should any of the restricted article(s) have a positive test result for SARS CoV-2, the restricted article(s) shall remain isolated under quarantine until a negative test for SARS CoV-2 is obtained.

PQB NOTES: Condition No. 14(c.) was inserted as a result of comments made by Advisory Subcommittee member Dr. Isaac Maeda. Dr. Maeda was consulted on the language of this condition as presented.

- 15. The restricted article(s) shall be subject to inspection by the HDOA, PQB, and the AID prior to entering the State. It is the responsibility of the permittee to provide any restraint(s), including chemical restraint(s), deemed necessary by the AID to conduct a proper inspection. The permittee shall be responsible for ensuring an inspection is conducted.
- 16. The approved site, restricted article(s), records, and any other document pertaining to the restricted article(s) under this permit, may be subject to post-entry inspections by the HDOA, PQB, and the AID. The permittee shall make the site, restricted article(s) and records pertaining to the restricted article(s) available for inspection upon request by a PQB inspector.
- 17. The permittee shall adhere to the use, facility, equipment, procedures, and safeguards described in the permit application and as approved by the PQB Chief and Board.
- 18. The permittee shall have a biosecurity manual available for review and approval by the PQB, at the time of the initial site inspection and any subsequent post-entry inspection(s), which identifies the practices and procedures to be adhered to by the permittee to minimize or eliminate the risk of theft, escape, or accidental release of the restricted article(s), including the risk of introduction and spread of diseases and pests associated with the restricted article(s) to the environment. The permittee shall adhere to all practices and procedures as stated in this biosecurity manual.
- 19. The permittee shall immediately notify the PQB Chief verbally and in writing under the following circumstances:

Board

- a. If any escape, theft, release, disease outbreaks, pest emergence and/or mortality involving the restricted article(s) under this permit occurs. If the restricted article(s) escape or are found to be free from confinement, the HDOA may confiscate or capture the restricted article(s) at the expense of the permittee, pursuant to the Hawaii Revised Statutes (HRS), §150A-7(c). The AID shall also be notified of any sign or occurrence of disease.
- b. If any changes to the approved site, facility, and/or procedures regarding the restricted article(s) occur or are to be made, the permittee shall obtain written approval from the PQB Chief as soon as practicable (if unplanned) or prior to implementation (if planned). Also, the permittee shall submit a written report documenting the specific changes to the PQB Chief.
- c. If a shipment of the restricted article(s) is delivered to the permittee without a PQB "Passed" stamp, tag or label affixed to the article, container, or delivery order that indicates that the shipment has passed inspection and is allowed entry into the State, then the permittee shall not open or tamper with the shipment and shall secure, as evidence, all restricted article(s), shipping container(s), shipping document(s) and packing material(s) for PQB inspection.
- d. If the permittee will no longer import or possess the restricted article(s) authorized under this permit, then the permittee shall submit a written report to the PQB Chief stating the name and address of the individual to whom the restricted article(s) will be transferred to. If the restricted article(s) will be transferred within the State, a PQB possession permit shall be obtained by the new owner prior to transfer. Once the transfer is complete, this permit shall be canceled.
- e. If the restricted article(s) expires, then the permittee shall submit a written report to the PQB Chief that details the circumstances surrounding the death of the restricted article(s), the cause of death of the restricted article(s), and any other information deemed necessary by the PQB Chief. The permittee shall also submit a necropsy report from a USDA accredited veterinarian within thirty (30) days post-mortem.
- 20. The permittee shall submit a copy of all valid licenses, permits, certificates or other similar documents required by other agencies for the restricted article(s) to the PQB Chief. The permittee shall immediately notify the PQB Chief in writing when any of the required documents are suspended, revoked, or terminated. This permit may be amended, suspended, or canceled by the PQB Chief upon suspension, revocation, or termination of any license, permit, certificate, or similar documents required for the restricted article(s).

- Board
- 21. It is the responsibility of the permittee to comply with all applicable requirements of municipal, state, or federal law pertaining to the restricted article(s).
- 22. The permittee shall submit a semi-annual report to the PQB Chief in January and July of all restricted articles(s) imported or possessed. The report shall be in a format approved by the PQB Chief and include the following information for the prior 6-month period:
 - a. The permit number, quantity, scientific name of each restricted article(s);
 - b. The status of the use and possession of the restricted article(s);
 - c. A summary of any significant changes to the permittee's operation, personnel, and/or procedures; and
 - d. Any significant events that occurred at the permittee's site.
- 23. Any violation of the permit conditions may result in citation, permit cancelation, and enforcement of any or all of the penalties set forth in HRS §150A-14.
- 24. The permittee is responsible for costs, charges, or expenses incident to the inspection, treatment, or destruction of the restricted article(s), as provided in Act 173, Session Laws of Hawaii 2010, Section 13, including, if applicable, charges for overtime wages, fixed charges for personnel services, and meals.
- 25. A canceled permit is invalid and upon written notification from the PQB Chief, all restricted article(s) listed on the permit shall not be imported. In the event of permit cancelation, any restricted article(s) imported under permit may be moved, seized, treated, quarantined, destroyed, or sent out of State at the discretion of the PQB Chief. Any expense or loss in connection therewith shall be borne by the permittee.
- 26. The permit conditions are subject to cancelation or amendment at any time due to changes in statute or administrative rules restricting or disallowing import of the restricted article(s) or due to Board action disallowing a previously permitted use of the restricted article(s).
- 27. These permit conditions are subject to amendment by the PQB Chief in the following circumstances:
 - a. To require disease screening, quarantine measures, and/or to place restrictions on the intrastate movement of the restricted article(s), as appropriate, based on scientifically validated risks associated with the

Board

restricted article(s), as determined by the PQB Chief, to prevent the introduction or spread of disease(s) and/or pests associated with the restricted article(s).

- b. To conform to more recent Board approved permit conditions for the restricted article(s), as necessary to address scientifically validated risks associated with the restricted article(s).
- 28. The permittee shall agree in advance to defend and indemnify the State of Hawaii, its officers, agents, employees, and the Board of Agriculture members for any and all claims against the State of Hawaii, its officers, agents, employees, or Board of Agriculture members that may arise from or be attributable to any of the restricted article(s) that are introduced under this permit. This permit condition shall not apply to a permittee that is a federal or State of Hawaii entity or employee, provided that the state or federal employee is a permittee in the employee's official capacity.

STAFF RECOMMENDATION: Based on the recommendations, comments, and votes of the Advisory Subcommittee on Land Vertebrates and the Advisory Committee on Plants and Animals (2/2 and 3/3 respectively), the PQB is not making a recommendation on this request and the proposed permit conditions.

Respectfully Submitted,

BECKY AZAMA Acting Manager, Plant Quarantine Branch

Board

CONCURRED:

HELMUTH W. ROGG, Ph.D. Administrator, Plant Industry Division

APPROVED FOR SUBMISSION:

Phylis prima Buleino peier

PHYLLIS SHIMABUKURO-GEISER Chairperson, Board of Agriculture

Attachment 1



Permit No.: H-PL-108

Date: November 12, 2010

State of Hawaii
DEPARTMENT OF AGRICULTURE
Plant Quarantine Branch
1849 Auiki Street
Honolulu, Hawaii 96819

POSSESSION PERMIT

(Valid for one shipment within one year)

Permission is hereby granted to introduce the following commodity(s), in accordance with Chapter 4-71. Hawaii Administrative Rules of the Division of Plant Industry, Department of Agriculture, and the conditions listed below. (Each commodity must be inspected by a Plant Quarantine Inspector upon arrival before release.)

Quantity	Unit	Commodity	Scientifi	c Name	
2		macaque, rhesus monkey	Macaca mulatta		
1		monkey, capuchin	Cebus		
			See Exceptions.		
illos	se See A	tached			
Piec	rmit Cond	itions.			
Pe					
		(NO SUBSTITUTIONS ALLOWED)			
	INSTRU	CTION To Shipper: One copy of permit to accompa	any shipment to Hawaii.		
Object of Im	portation:	Kept caged at all times			
Name and A	Address of Shi	pper: Joie Ngirmidol, P.O. Box 1771 Pahoa	`, HI 96778		
				Phone:	808-965-7884
Name and A	Address of Imp	oorter: Three Ring Ranch, Inc., Ann Goody,	75-809 Keaolani Drive Kailua-k	Cona, HI 96	740
				Phone:	808-331-8778
					<u></u>
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		a new p		Z	
6		me	Handra Ke	~ Je	in transformer former
	CHIEF PLAN	TINSPECTOR	CHAIRPERSON, BOA	ARD OF AG	RICULTURE
		FOR OFFICIAL USE ON	LY		
STATION		ARRIVAL DATE	FLIGHT/SHIP		
		INSPECTION DATE/TIME			
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Permit No.: H-PL-108

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Date: November 12, 2010

PLANT QUARANTINE BRANCH

Permit Conditions

Condition

ANIMAL CONDITIONS- NON HUMAN PRIMATES W/ BOND CONDITIONS 1-30-09

Exceptions:

Cebus - Bond not required for ADA certified applicants

APPROVED BY THE BOARD 1/18/90

CONDITIONS FOR MONKEYS AND OTHER NONHUMAN PRIMATES

- 1. The importation of all monkeys and other nonhuman primates are prohibited into Hawaii for private collections, except as follows:
 - a. For bonafide County, State or Federally fund scientific research.
 - b. For exhibition and educational purposes in a bonafide County, State or Federal zoo.
 - c. On temporary basis for public exhibition by circuses or other animal acts or for use by filmmakers, photographers, and other similar short-term activities, provided that a bond is posted for each animal and there is no direct contact between the animal (s) and the public.
 - d. To allow for USDA approved and licensed individuals and institutions.
- 2. All other import requests with extenuating circumstances or special concerns will be considered by the Board on a case-by-case basis.
- 3. An import permit and health certificate is required of all nonhuman primates allowed into the State as permitted above.

Pursuant to Hawaii Administrative Rules (HAR) Chapter 71, Plant and Non-Domestic Animal Quarantine, HAR section 4-71-9, entitled "Conditions for bonding" the following conditions also apply.

- 1. The owner, dealer, or organization shall submit information to the chief with respect to the number, sex, if determinable, and kind of animal;
- 2. The animal shall be kept in captivity at all times;
- 3. The chief shall be notified immediately upon the escape of any bonded animal;
- 4. The chief shall be notified immediately upon the death of the bonded animal and the carcass shall be presented immediately to the state veterinarian or his designate for examination and verification;
- 5 Out-of-state movement of a bonded animal shall be verified by an

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inspector after prior arrangements for verification have been made with the chief;

- 6. An animal shall be sold or given away in Hawaii, only to persons that have first secured an appropriate bond with and acquired a permit from the department;
- 7. A bond or cashier's check shall be kept in full force and effect;
- 8. The owner, dealer, or organization shall report to the chief the birth of and secure an appropriate bond and permit for any offspring within thirty days; and;
- 9. The owner, dealer, or organization shall report to the chief any change of mailing address within seven days.

Amended and compiled January 30, 2009

Attachment 2



Permit No.: H-PL-117

Date: May 27, 2015

State of Hawaii
DEPARTMENT OF AGRICULTURE
Plant Quarantine Branch
1849 Auiki Street
Honolulu, Hawaii 96819

POSSESSION PERMIT

(Valid for one shipment within one year)

Permission is hereby granted to introduce the following commodity(s), in accordance with Chapter 4-71. Hawaii Administrative Rules of the Division of Plant Industry, Department of Agriculture, and the conditions listed below. (Each commodity must be inspected by a Plant Quarantine Inspector upon arrival before release.)

Quantity	Unit	Commodity		Scientific Name	
1		monkey, spider	A	Ateles geofroyi	
			Plea Pei	se See Attached rmit Conditions.	
		(NO SUBSTITUTIONS ALLOWED)			
	INSTRU	CTION To Shipper: One copy of permit to a	ccompany	shipment to Hawaii.	
Object of Im Name and A	portation: Address of Shi	Kept caged at all times	eaau, HI		
				Phone	•
Name and A	Address of Imp	oorter: Three Ring Ranch, Inc., Ann G	Goody, 75-	809 Keaolani Drive Kailua-Kona, HI	
		· · · · · · · · · · · · · · · · · · ·		Phone	: <u>808-331-8778</u>
h		TINSPECTOR		CHAIRPERSON, BOARD OF A	GRICULTURE
		FOR OFFICIAL U	SE ONLY		
STATION		ARRIVAL DATE		_ FLIGHT/SHIP	
					R
NEWARK	,				

Attachment 2

Permit No.: <u>H-PL-117</u>

Date: May 27, 2015

PLANT QUARANTINE BRANCH

Permit Conditions

Condition

Permit Conditions for Non-Human Primates H-PL-117

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Plant Quarantine Permit Conditions

Permit No. <u>H-PL-117</u>

CONDITIONS FOR MONKEYS AND OTHER NONHUMAN PRIMATES

- 1. The importation of all monkeys and other nonhuman primates are prohibited into Hawaii for private collections, except as follows:
 - a. For bonafide County, State or Federally fund scientific research.
 - b. For exhibition and educational purposes in a bonafide County, State or Federal zoo.
 - c. On temporary basis for public exhibition by circuses or other animal acts or for use by filmmakers, photographers, and other similar short-term activities, provided that a bond is posted for each animal and there is no direct contact between the animal (s) and the public.
 - d. To allow for USDA approved and licensed individuals and institutions.
- 2. All other import requests with extenuating circumstances or special concerns will be considered by the Board on a case-by-case basis.
- 3. An import permit and health certificate is required of all nonhuman primates allowed into the State as permitted above.
- 4. All parcels containing these organisms imported into the State shall be placed in containers separated from other animals and marked "LIVE MAMMALS" and "MAY BE OPENED AND DELAYED FOR AGRICULTURAL INSPECTION". In addition said parcels shall be delivered to: ANIMAL QUARANTINE STATION, Honolulu International Airport, Honolulu, HI 96819, Phone: (808) 837-8092.
- 5. Any violation of a permit condition may result in citation or in cancellation of the permit, or both.
- 6. A cancelled permit is invalid and upon written notification from the PQB chief, all restricted article(s) listed on the permit shall not be imported. In the event of permit cancellation, any restricted article(s) imported may be moved, seized, treated, quarantined, destroyed, or sent out of state at the discretion of the PQB chief. Any expense or loss in connection therewith shall be borne by the permittee.
- 7. The permit conditions are subject to cancellation or amendment at any time due to changes in statute or administrative rules restricting or disallowing import of the restricted article(s) or due to Board action disallowing a previously permitted use of the restricted article(s).

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Plant Quarantine Permit Conditions

Permit No. <u>H-PL-117</u>

8. The permittee shall agree in advance to defend and indemnify the State of Hawaii, its officers, agents, and employees for any and all claims against the State of Hawaii, its officers, agents, or employees that may arise from or be attributable to any of the restricted article(s) that are introduced under this permit. This permit condition shall not apply to a permittee that is a federal or State of Hawaii entity or employee, provided that the state employee is a permittee in the employee's official capacity.

Pursuant to Hawaii Administrative Rules (HAR) Chapter 71, Plant and Non-Domestic Animal Quarantine, HAR section 4-71-9, entitled "Conditions for bonding" the following conditions also apply.

- 1. The owner, dealer, or organization shall submit information to the chief with respect to the number, sex, if determinable, and kind of animal.
- 2. The animal shall be kept in captivity at all times.
- 3. The chief shall be notified immediately upon the escape of any bonded animal; and the owner, dealer, or organization is responsible for the cost and the recapture of any bonded animal intentionally or accidentally released in the state.
- 4. The chief shall be notified immediately upon the death of the bonded animal and the carcass shall be presented immediately to the state veterinarian or his designate for examination and verification.
- 5 Out-of-state movement of a bonded animal shall be verified by an inspector after prior arrangements for verification have been made with the chief.
- 6. An animal shall be sold or given away in Hawaii, only to persons that have first secured an appropriate bond with and acquired a permit from the department.
- 7. A bond or cashier's check shall be kept in full force and effect.
- 8. The owner, dealer, or organization shall report to the chief the birth of and secure an appropriate bond and permit for any offspring within thirty days.
- 9. The owner, dealer, or organization shall report to the chief any change of mailing address within seven days to the Plant Quarantine Branch, Land Vertebrate Specialist in writing.

Attachment 3



Permit No.: H-PL-118

Date: May 27, 2015

State of Hawaii DEPARTMENT OF AGRICULTURE Plant Quarantine Branch 1849 Auiki Street Honolulu, Hawaii 96819

POSSESSION PERMIT

(Valid for one shipment within one year)

Permission is hereby granted to introduce the following commodity(s), in accordance with Chapter 4-71. Hawaii Administrative Rules of the Division of Plant Industry, Department of Agriculture, and the conditions listed below. (Each commodity must be inspected by a Plant Quarantine Inspector upon arrival before release.)

Quantity	Unit	Commodity	Scient	ific Name
1		monkey, capuchin	Cebus	
			See Exceptions.	
		Please See A Permit Cond	itached litions.	
		(NO SUBSTITUTIONS ALLOWED)		
<u></u>	INSTRU	CTION To Shipper: One copy of permit to accom	pany shipment to Hawaii.	
Object of Im	portation:	Kept caged at all times		
Name and A	Address of Shi	pper: Mara Mayo, Laniuma street Keaau	н	
				Phone:
Name and /	Address of Imp	oorter: Three Ring Ranch, Inc., Ann Good	, 75-809 Keaolani Drive Kailua-	Kona, HI 96740
				Phone: 808-331-8778
farm.	CHIEF PLAN	T INSPECTOR		DARD OF AGRICULTURE
STATION_		ARRIVAL DATE		
WAYBILL N	10	INSPECTION DATE/TIME	٩١٩	NSPECTOR
REMARK_				Management Contraction and Contraction of Contracti

Attachment 3

Permit No.:	H-PL-118
Date:	May 27, 2015

PLANT QUARANTINE BRANCH

Permit Conditions

Condition

Permit Conditions for Non-Human Primates H-PL-118

Exceptions:

Cebus - Bond not required for ADA certified applicants

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Plant Quarantine Permit Conditions

Permit No. <u>H-PL-118</u>

CONDITIONS FOR MONKEYS AND OTHER NONHUMAN PRIMATES

- 1. The importation of all monkeys and other nonhuman primates are prohibited into Hawaii for private collections, except as follows:
 - a. For bonafide County, State or Federally fund scientific research.
 - b. For exhibition and educational purposes in a bonafide County, State or Federal zoo.
 - c. On temporary basis for public exhibition by circuses or other animal acts or for use by filmmakers, photographers, and other similar short-term activities, provided that a bond is posted for each animal and there is no direct contact between the animal (s) and the public.
 - d. To allow for USDA approved and licensed individuals and institutions.
- 2. All other import requests with extenuating circumstances or special concerns will be considered by the Board on a case-by-case basis.
- 3. An import permit and health certificate is required of all nonhuman primates allowed into the State as permitted above.
- 4. All parcels containing these organisms imported into the State shall be placed in containers separated from other animals and marked "LIVE MAMMALS" and "MAY BE OPENED AND DELAYED FOR AGRICULTURAL INSPECTION". In addition said parcels shall be delivered to: ANIMAL QUARANTINE STATION, Honolulu International Airport, Honolulu, HI 96819, Phone: (808) 837-8092.
- 5. Any violation of a permit condition may result in citation or in cancellation of the permit, or both.
- 6. A cancelled permit is invalid and upon written notification from the PQB chief, all restricted article(s) listed on the permit shall not be imported. In the event of permit cancellation, any restricted article(s) imported may be moved, seized, treated, quarantined, destroyed, or sent out of state at the discretion of the PQB chief. Any expense or loss in connection therewith shall be borne by the permittee.
- 7. The permit conditions are subject to cancellation or amendment at any time due to changes in statute or administrative rules restricting or disallowing import of the restricted article(s) or due to Board action disallowing a previously permitted use of the restricted article(s).

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Plant Quarantine Permit Conditions

Permit No. <u>H-PL-118</u>

8. The permittee shall agree in advance to defend and indemnify the State of Hawaii, its officers, agents, and employees for any and all claims against the State of Hawaii, its officers, agents, or employees that may arise from or be attributable to any of the restricted article(s) that are introduced under this permit. This permit condition shall not apply to a permittee that is a federal or State of Hawaii entity or employee, provided that the state employee is a permittee in the employee's official capacity.

Pursuant to Hawaii Administrative Rules (HAR) Chapter 71, Plant and Non-Domestic Animal Quarantine, HAR section 4-71-9, entitled "Conditions for bonding" the following conditions also apply.

- 1. The owner, dealer, or organization shall submit information to the chief with respect to the number, sex, if determinable, and kind of animal.
- 2. The animal shall be kept in captivity at all times.
- 3. The chief shall be notified immediately upon the escape of any bonded animal; and the owner, dealer, or organization is responsible for the cost and the recapture of any bonded animal intentionally or accidentally released in the state.
- 4. The chief shall be notified immediately upon the death of the bonded animal and the carcass shall be presented immediately to the state veterinarian or his designate for examination and verification.
- 5 Out-of-state movement of a bonded animal shall be verified by an inspector after prior arrangements for verification have been made with the chief.
- 6. An animal shall be sold or given away in Hawaii, only to persons that have first secured an appropriate bond with and acquired a permit from the department.
- 7. A bond or cashier's check shall be kept in full force and effect.
- 8. The owner, dealer, or organization shall report to the chief the birth of and secure an appropriate bond and permit for any offspring within thirty days.
- 9. The owner, dealer, or organization shall report to the chief any change of mailing address within seven days to the Plant Quarantine Branch, Land Vertebrate Specialist in writing.



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Permit No.: H-PL-119

Date: May 28, 2015

State of Hawaii DEPARTMENT OF AGRICULTURE Plant Quarantine Branch 1849 Auiki Street Honolulu, Hawaii 96819

POSSESSION PERMIT

(Valid for one shipment within one year)

Permission is hereby granted to introduce the following commodity(s), in accordance with Chapter 4-71. Hawaii Administrative Rules of the Division of Plant Industry, Department of Agriculture, and the conditions listed below. (Each commodity must be inspected by a Plant Quarantine Inspector upon arrival before release.)

Quantity	Unit		Commodity		S	cientific Name	
1		monkey, sp	bider	Ateles g	eofroyi		
				Ple	ease See ermit Cor	Attached nditions.	
		(NO SI	JBSTITUTIONS ALLOWED)				a A
	INSTRU		ipper: One copy of permit to accomp	any shipmo	ent to Hawaii.		
	nportation: Address of Shi Address of Imp		Kept caged at all times Kualoa Ranch, Jeff Morgan, P.O. Bo Three Ring Ranch, Inc., Ann Goody,	x 650 Kaaa	awa, HI 96730	Phone:	808-748-3235
			Three King Kanch, inc., Ann Goody,	73-803 Re		Phone:	808-331-8778
Am	YL Later CHIEF PLAN	иизи: Т INSPECTOR			CHAIRPERSO	HEL N, BOARD OF AG	RICULTURE
			FOR OFFICIAL USE O	NLY			
			RRIVAL DATE				
WAYBILL N	10		_ INSPECTION DATE/TIME			INSPECTOR	
REMARK_							

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Permit No.:	H-PL-119

Date: May 28, 2015

PLANT QUARANTINE BRANCH

Permit Conditions

Condition

Permit Conditions for Non-Human Primate H-PL-119

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Plant Quarantine Permit Conditions

Permit No. <u>H-PL-119</u>

CONDITIONS FOR MONKEYS AND OTHER NONHUMAN PRIMATES

- 1. The importation of all monkeys and other nonhuman primates are prohibited into Hawaii for private collections, except as follows:
 - a. For bonafide County, State or Federally fund scientific research.
 - b. For exhibition and educational purposes in a bonafide County, State or Federal zoo.
 - c. On temporary basis for public exhibition by circuses or other animal acts or for use by filmmakers, photographers, and other similar short-term activities, provided that a bond is posted for each animal and there is no direct contact between the animal (s) and the public.
 - d. To allow for USDA approved and licensed individuals and institutions.
- 2. All other import requests with extenuating circumstances or special concerns will be considered by the Board on a case-by-case basis.
- 3. An import permit and health certificate is required of all nonhuman primates allowed into the State as permitted above.
- 4. All parcels containing these organisms imported into the State shall be placed in containers separated from other animals and marked "LIVE MAMMALS" and "MAY BE OPENED AND DELAYED FOR AGRICULTURAL INSPECTION". In addition said parcels shall be delivered to: ANIMAL QUARANTINE STATION, Honolulu International Airport, Honolulu, HI 96819, Phone: (808) 837-8092.
- 5. Any violation of a permit condition may result in citation or in cancellation of the permit, or both.
- 6. A cancelled permit is invalid and upon written notification from the PQB chief, all restricted article(s) listed on the permit shall not be imported. In the event of permit cancellation, any restricted article(s) imported may be moved, seized, treated, quarantined, destroyed, or sent out of state at the discretion of the PQB chief. Any expense or loss in connection therewith shall be borne by the permittee.
- 7. The permit conditions are subject to cancellation or amendment at any time due to changes in statute or administrative rules restricting or disallowing import of the restricted article(s) or due to Board action disallowing a previously permitted use of the restricted article(s).

1

Plant Quarantine Permit Conditions

Permit No. <u>H-PL-119</u>

8. The permittee shall agree in advance to defend and indemnify the State of Hawaii, its officers, agents, and employees for any and all claims against the State of Hawaii, its officers, agents, or employees that may arise from or be attributable to any of the restricted article(s) that are introduced under this permit. This permit condition shall not apply to a permittee that is a federal or State of Hawaii entity or employee, provided that the state employee is a permittee in the employee's official capacity.

Pursuant to Hawaii Administrative Rules (HAR) Chapter 71, Plant and Non-Domestic Animal Quarantine, HAR section 4-71-9, entitled "Conditions for bonding" the following conditions also apply.

- 1. The owner, dealer, or organization shall submit information to the chief with respect to the number, sex, if determinable, and kind of animal.
- 2. The animal shall be kept in captivity at all times.
- 3. The chief shall be notified immediately upon the escape of any bonded animal; and the owner, dealer, or organization is responsible for the cost and the recapture of any bonded animal intentionally or accidentally released in the state.
- 4. The chief shall be notified immediately upon the death of the bonded animal and the carcass shall be presented immediately to the state veterinarian or his designate for examination and verification.
- 5 Out-of-state movement of a bonded animal shall be verified by an inspector after prior arrangements for verification have been made with the chief.
- 6. An animal shall be sold or given away in Hawaii, only to persons that have first secured an appropriate bond with and acquired a permit from the department.
- 7. A bond or cashier's check shall be kept in full force and effect.
- 8. The owner, dealer, or organization shall report to the chief the birth of and secure an appropriate bond and permit for any offspring within thirty days.
- 9. The owner, dealer, or organization shall report to the chief any change of mailing address within seven days to the Plant Quarantine Branch, Land Vertebrate Specialist in writing.



Permit No.: H-PL-120

Date: March 24, 2016

State of Hawaii DEPARTMENT OF AGRICULTURE Plant Quarantine Branch 1849 Auiki Street Honolulu, Hawaii 96819

POSSESSION PERMIT

(Valid for one shipment within one year)

Permission is hereby granted to introduce the following commodity(s), in accordance with Chapter 4-71. Hawaii Administrative Rules of the Division of Plant Industry, Department of Agriculture, and the conditions listed below. (Each commodity must be inspected by a Plant Quarantine Inspector upon arrival before release.)

	Unit	Commodity	Scientific Name
1		macaque, rhesus monkey	Macaca mulatta
1		monkey, capuchin	Cebus
			Please See Attached Permit Concluions.
		(NO SUBSTITUTIONS ALLOWED)	(Continued on next page)
	INSTR	UCTION To Shipper: One copy of permit to acco	
Object of Imp	ortation:	Kept caged at all times	
Nama and Ar	ddress of S	hipper: Diane Cardus, 44-4770 Walkaa	lulu Road Honokaa, HI 96727
Maine and A			
Name and A			Phone: 808-775-9014
	121		
	121		Phone: 808-775-9014
Name and Ad	121		Phone: 808-775-9014 oody, 75-809 Keaolani Drive Kailua-Kona, HI 96740
Name and Ad	ddress of In	nporter: <u>Three Ring Ranch, Inc., Ann G</u>	Phone: 808-775-9014 oody, 75-809 Keaolani Drive Kailua-Kona, HI 96740
Name and Ad	ddress of in		Phone: 808-775-9014 oody, 75-809 Keaolani Drive Kailua-Kona, HI 96740
Name and Ad	ddress of in	nporter: <u>Three Ring Ranch, Inc., Ann G</u>	Phone: 808-775-9014 oody, 75-809 Keaolani Drive Kailua-Kona, HI 96740 Phone: 808-331-8778
Name and Ad	ddress of In What Law CHIEF PLA	nporter: <u>Three Ring Ranch, Inc., Ann G</u> Tulusti NT INSPECTOR FOR OFFICIAL USE	Phone: 808-775-9014 oody, 75-809 Keaolani Drive Kailua-Kona, HI 96740 Phone: 808-331-8778 Death C. CHAIRPERSON, BOARD OF AGRICULTURE ONLY
Name and Ad	ddress of In UN Law CHIEF PLA	nporter: Three Ring Ranch, Inc., Ann G	Phone: 808-775-9014 oody, 75-809 Keaolani Drive Kailua-Kona, HI 96740 Phone: 808-331-8778 Phone: 808-331-8778 CHAIRPERSON, BOARD OF AGRICULTURE ONLY
Name and Ad	ddress of In <u>UN Cal</u> <u>CHIEF PLA</u>	nporter: <u>Three Ring Ranch, Inc., Ann G</u> Tulusti NT INSPECTOR FOR OFFICIAL USE	Phone: 808-775-9014 oody, 75-809 Keaolani Drive Kailua-Kona, HI 96740 Phone: 808-331-8778 CHAIRPERSON, BOARD OF AGRICULTURE ONLY

Page 1 of 3

Date: March 24, 2016 2 monkey, spider Ateles geofroyi	
2 monkey, spider Ateles geofroyi	
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Page 2 of 3	

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Permit No.: H-PL-120

Date: March 24, 2016

24 2016

PLANT QUARANTINE BRANCH Permit Conditions

Condition

ANIMAL PERMIT FOR THREE RING RANCH-Non human primates- 3.24.16

PLANT QUARANTINE BRANCH PERMIT CONDITIONS

Permit No. H-PL-120

CONDITIONS FOR MONKEYS AND OTHER NONHUMAN PRIMATES

- 1. The importation of all monkeys and other nonhuman primates are prohibited into Hawaii for private collections, except as follows:
 - a. For bonafide County, State or Federally fund scientific research.
 - b. For exhibition and educational purposes in a bonafide County, State or Federal zoo.
 - c. On temporary basis for public exhibition by circuses or other animal acts or for use by filmmakers, photographers, and other similar short-term activities, provided that a bond is posted for each animal and there is no direct contact between the animal (s) and the public.
 - d. To allow for USDA approved and licensed individuals and institutions.
- 2. All other import requests with extenuating circumstances or special concerns will be considered by the Board on a case-by-case basis.
- 3. An import permit and health certificate is required of all nonhuman primates allowed into the State as permitted above.
- 4. All parcels containing these organisms imported into the State shall be placed in containers separated from other animals and marked "LIVE MAMMALS" and "MAY BE OPENED AND DELAYED FOR AGRICULTURAL INSPECTION". In addition said parcels shall be delivered to: ANIMAL QUARANTINE STATION, Honolulu International Airport, Honolulu, HI 96819, Phone: (808) 837-8092.
- 5. The permittee shall agree in advance to defend and indemnify the State of Hawaii, its officers, agents, and employees for any and all claims against the State of Hawaii, its officers, agents, or employees that may arise from or be attributable to any of the restricted article(s) that are introduced under this permit. This permit condition shall not apply to a permittee that is a federal or State of Hawaii entity or employee, provided that the state or federal employee is a permittee in the employee's official capacity.

AL:mp PQINSPTR22 APPROVED BY THE BOARD 1/18/90

PLANT QUARANTINE BRANCH PERMIT CONDITIONS

Permit No. H-PL-120

Pursuant to Hawaii Administrative Rules (HAR) Chapter 71, Plant and Non-Domestic Animal Quarantine, HAR section 4-71-9, entitled "Conditions for bonding" the following conditions also apply.

- 1. The owner, dealer, or organization shall submit information to the chief with respect to the number, sex, if determinable, and kind of animal.
- 2. The animal shall be kept in captivity at all times.
- 3. The chief shall be notified immediately upon the escape of any bonded animal; and the owner, dealer, or organization is responsible for the cost and the recapture of any bonded animal intentionally or accidentally released in the state.
- 4. The chief shall be notified immediately upon the death of the bonded animal and the carcass shall be presented immediately to the state veterinarian or his designate for examination and verification.
- 5 Out-of-state movement of a bonded animal shall be verified by an inspector after prior arrangements for verification have been made with the chief.
- 6. An animal shall be sold or given away in Hawaii, only to persons that have first secured an appropriate bond with and acquired a permit from the department.
- 7. A bond or cashier's check shall be kept in full force and effect.
- 8. The owner, dealer, or organization shall report to the chief the birth of and secure an appropriate bond and permit for any offspring within thirty days.
- 9. The owner, dealer, or organization shall report to the chief any change of mailing address within seven days to the Plant Quarantine Branch, Land Vertebrate Specialist in writing.



Attachment 6 20-10-H-L6688c

Date: October 17, 2019

Permit No.:

State of Hawali DEPARTMENT OF AGRICULTURE Plant Quarantine Branch 1849 Aulki Street Honolulu, Hawali 96819

IMPORT PERMIT

(Valid for one shipment within one year)

Permission is hereby granted to introduce the following commodity(s), in accordance with Chapter 4-71. Hawali Administrative Rules of the Division of Plant Industry, Department of Agriculture, and the conditions listed below, (Each commodity must be inspected by a Plant Quarantine Inspector upon arrival before release.)

Quantity	Unit	Commodity ·	and the second second	Scientific Name
82	each	Lemur, Ring-tailed	Lemur catta	
2	each	Capuchin, lufted	Sapajus apeila	Plant Cuandina Branch Plant Cuandina Branch SSS Manuel Dept. of Aginuture SSS Manuel Dept. of Ag
			(Continued on next p	PASSED Plant Quarantine Branch Hawall Dept. of Agriculture 228
	INSTR	(NO SUBSTITUTIONS ALLOWED) RUCTION To Shipper: One copy of permit to acc		
0000000000000000	Address of S anyon Road,	Sylmar, CA 91342		Phone: 818-686-6681
Name and	Address of I	mporter:Three Ring Ranch, Inc., Ann G	Goody, 75-809 Keaolani Driv	ve Kallua-Kona, Hl 96740 Phone:: 808-331-8778
	CHIEF PL	ANTINSPECTOR	1	himabulewo-pleases
		FOR OFFICIAL USE	EONLY	
		ARRIVAL DATE 10/20/19 8045-1948 INSPECTION DATE/TIME DSpider Monkey1 (2) Capunchil	10/06/19/0800	P_PA368 INSPECTOR RMH Ring Tailed Lemnus - TR

				Permit No.:	Attach
			· •	Date:	
Quantity	Unit	Commodity		Scientific N	ame
1	each	Lemur, Black and White Ruffed	Varecia variegala	•	
2	each	Monkey, Spider	Ateles geoffroyi		
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Date: October 17, 2019

Attachment 6

PLANT QUARANTINE BRANCH Permit Conditions

<u>Condition</u>

Three Ring Ranch_NHP_ 20-10-H-L6688c_

P nit No. <u>20-10-H-L6688c</u>

Plant Quarantine Branch Import Permit Conditions

- 1. The importation of all monkeys and other nonhuman primates are prohibited into Hawaii for private collections, except as follows:
 - a. For bonafide County, State or Federally fund scientific research.
 - b. For exhibition and educational purposes in a bonafide County, State or Federal zoo.
 - c. On temporary basis for public exhibition by circuses or other animal acts or for use by filmmakers, photographers, and other similar short-term activities, provided that a bond is posted for each animal and there is no direct contact between the animal (s) and the public.
 - d. To allow for USDA approved and licensed individuals and institutions.
- 2. All other import requests with extenuating circumstances or special concerns will be considered by the Board on a case-by-case basis.
- 3. An import permit and health certificate is required of all nonhuman primates allowed into the State as permitted above.
- 4. All parcels containing these organisms imported into the State shall be placed in containers separated from other animals and marked "LIVE MAMMALS" and "MAY BE OPENED AND DELAYED FOR AGRICULTURAL INSPECTION". In addition said parcels shall be delivered to: ANIMAL QUARANTINE STATION, Honolulu International Airport, Honolulu, HI 96819, Phone: (808) 837-8092.
- 5. Any violation of a permit condition may result in citation or in cancellation of the permit, or both.
- 6. A cancelled permit is invalid and upon written notification from the PQB chief, all restricted article(s) listed on the permit shall not be imported. In the event of permit cancellation, any restricted article(s) imported may be moved, seized, treated, quarantined, destroyed, or sent out of state at the discretion of the PQB chief. Any expense or loss in connection therewith shall be borne by the permittee.
- 7. The permit conditions are subject to cancellation or amendment at any time due to changes in statute or administrative rules restricting or disallowing import of the restricted article(s) or due to Board action disallowing a previously permitted use of the restricted article(s).

PQBOARD 18Jan90

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P nit No. <u>20-10-H-L6688c</u>

8. The permittee shall agree in advance to defend and indemnify the State of Hawaii, its officers, agents, and employees for any and all claims against the State of Hawaii, its officers, agents, or employees that may arise from or be attributable to any of the restricted article(s) that are introduced under this permit. This permit condition shall not apply to a permittee that is a federal or State of Hawaii entity or employee, provided that the state employee is a permittee in the employee's official capacity.

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14.1

PQBOARD 18Jan90

DEPARTMENT OF THE TREASURY

INTERNAL REVENUE SERVICE P. O. BOX 2508 CINCINNATI, OH 45201



THREE RING RANCH INC 75-809 KEAOLANI DR KAILUA KONA, HI 96740-0000 Employer Identification Number: 99-0344980 DLN: 17053087847074 Contact Person: JOSEPH R HERR ID# 31128 Contact Telephone Number: (877) 829-5500 Públic Charity Status: 170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated FEBRUARY 2000, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading between 8:00 a.m. - 6:30 p.m. Eastern time.

Please keep this letter in your permanent records.

Sincerely yours,

tis J. Herne

Lois G. Lerner Director, Exempt Organizations Rulings and Agreements

Letter 1050 (DO/CG)



Videos Animal Sounds Fun & Games ADOPTIONS School Programs Youth Mentoring Internships Volunteering Alien Species Newsletters Published Articles Ranch Store Web Links FAQ

> How to VISIT the Sanctuary

> > Listen to Pele sing



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Want to get our Newsletter? Sign up here



www.threeringranch.org

THREE RING RANCH W/

Photo Gallery

Hawaii's only fully-accredited, USDA licensed, exotic animal sanctuary

Now open for V.I.P. tours and for fully-vaccinated group tours.

(as always, by appointment only- learn more here)



Founded in 1998, the Three Ring Ranch is a private, non-profit, exotic animal sanctuary located on five acres above Kona. It is home to zebras, nene, hawks, owls, flamingos and reptiles, as well as many other rare, endangered and exotic creatures.

Licensed by the USDA, we hold State and Federal wildlife permits for possession of raptors and endangered species.

Our mission is to positively impact the environment while educating Hawaii's children about their place in the natural world.

Our goal is to assist in the development of an environmentally responsible generation of youth. We teach about the fragile ecosystem we impact on a daily basis, while giving visitors a rare chance to see the animals up close.

Our resident animals live out their natural lives at the facility.

WATCH: a short video of a release of a Hawaiian hoary bat bat release video

READ: Big Island Traveler, "Home on the Range" Spring 2016.

LISTEN: to Ann's interview on KWXX's Island Conversations with host Sherry Bracken August 2020. We are one of 33 facilities in the United States accredited by The American Sanctuary Association (ASA)

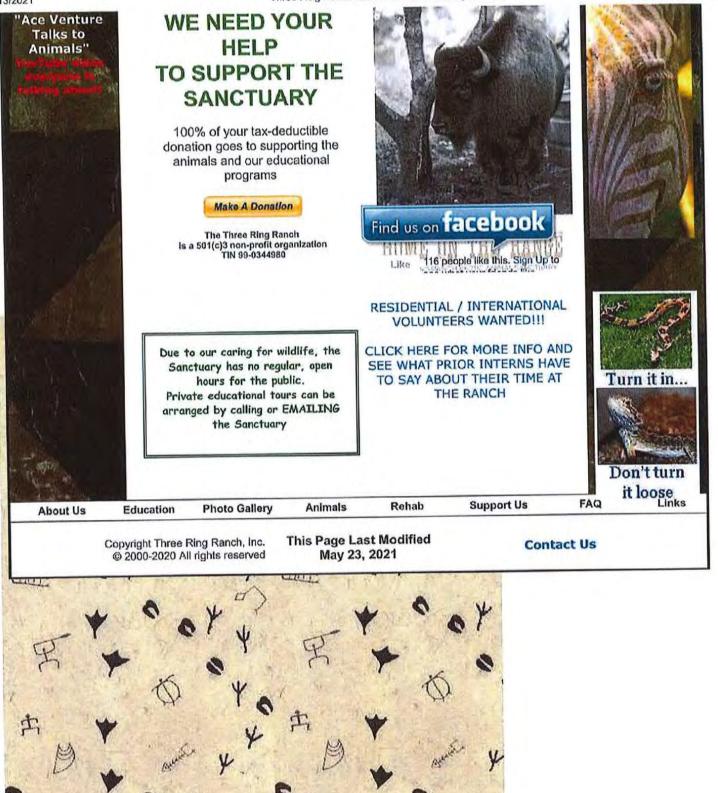
We are one of 14 facilities in the United States accredited by The Global Federation of Animal Sanctuaries





INSTRUCTIONS FOR WHAT TO DO IF YOU FIND A BABY BIRD 8/13/2021

Three Ring Ranch Exotic Animal Sanctuary- HOME





The Three Ring Ranch is a private sanctuary located on five acres above the town of Kailua-Kona on the Big Island of Hawaii. Founded in 1998, it is the culmination of a lifelong dream to work with animals. When we decided to try and create a wildlife sanctuary our first hurdle was to obtain the licenses and permits necessary to operate in Hawaii. While there are many exotic animals needing sanctuary in Hawaii, the State Department of Agriculture is very cautious about issuing possession permits. In the past, Hawaii has had animals escape into its fragile ecosystem, as well as problems when permit holders suddenly became unable to care for their

animals. After multiple hearings before the State Department of Agriculture and in-depth discussions and interviews, we were granted the permits to possess a wide range of animal species.

Licensing

Our facility is licensed by the United States Department of Agriculture (USDA) as well as the applicable State and County agencies. We hold Federal Wildlife permits for possession of raptors and endangered species. We no longer do wildlife rehabilitation. We do not breed animals, with the exception of a rare or endangered species bred at the request of a State or Federal agency as part of a Species Survival Plan (SPS).

Accreditation

We are accredited by The American Sanctuary Association (ASA) and by The Global Federation of Animal Sanctuaries. This signifies that we have appropriate environments for our animals (space, nutrition, enrichment) and policies and procedures to run the facility safely for both the animals and the keepers. At the time of this page's most recent update, we were one of only 38 facilities in the United States to have earned this prestigious distinction.

Tax Status

In early 2000, we became a non-profit organization (501(C)3). We are proud to say that 100% of every donation goes towards animal care and education. The Sanctuary is run entirely by a volunteer staff and no one, at any level, takes a salary.

We participate in GuideStar, the online standard for non-profit accountability. Click on their logo to view our listing.



Education

As a true sanctuary, our facility will never be open to the general public. Our goal is to keep the animals in an environment as free from stress and hazards as possible. However, we try to share these animals with our community through teaching programs for school children, community lectures (e.g., public library, community centers), private tours and an educational pavillon which we bring to community events.

Some of our Program Topics have included:

- The difference between wild and domestic animals (and which make good pets)
- · What animals belong in Hawaii?
- How we communicate with animals without even speaking
- EXTINCT means gone FOREVER
- Now that these animals are here, how do we care for them?

Our school program starts in the classroom with several teaching sessions and then follows-up with a field trip to the sanctuary. We are also fortunate to have offers from a number of other animal experts who are willing to participate in the teaching program as guest speakers from time to time.

Although there is no "fee" for the programs we ask for a donation from those who can make one. 100% of all donations go towards animal care and the educational programs.

Comments, Ideas and feedback about our educational plans are welcome. Currently, we focus primarily upon children between the ages of 8 to 11 because we feel it is the age where we can make the most difference through education.

Nene Program

The Three Ring Ranch has now become a "Retirement Community" for some of the State's Nene (Hawaiian Goose) population. This means that captive birds beyond the age of reproduction and wild birds that are non-releasable can live with us. These birds serve as ambassadors, allowing adults and children to see them up close and personal.

Raptor Rehabilitation

In the past we have worked with the State's Department of Fish and Wildlife Officers in caring for injured local raptor species. We no longer provide this service. However, keeping raptors from becoming adapted and desensitized to human activity is essential if they are to survive once returned to the wild.

Thank you for your interest.

Please enjoy visiting our site and allowing us to share this unique experience with you.

The animals appreciate your support and we encourage everyone to take an active role in promoting animal welfare, respect and care for the environment.

Ann Goody, Director-Curator

TOP OF PAGE

HOME	About Us	Education	Photo Gallery	Animals	Rehab	Support Us	Links
	Copyright Thr © 2000-2021	ee Ring Ranch, Inc. . All rights reserved.		This Page Last Modified May 23, 2021		Contact Us	

GFAS Accredited	addressing animal care, governance, finance, guidelines, education and outreach, staffing, physical facilities, security and safety and veterinary ca	Standar	has successfully met th with the Global F	Three	AB
Adam Roberts, Board Chair	rnance, finance, guidelines lities, security and safety ar	Standards of Excellence	has successfully met the qualifying criteria for accreditation with the Global Federation of Animal Sanctuaries	Three Ring Ranch	Global Federation of Animal Sanctuaries
October 20, 2020 Date	uidelines, education and safety and veterinary care.	ICe	creditation laries		es



APHIS FORM 7007 (JUL 2019)

Maximum Number Of Animals Authorized: 50 Authorized Dangerous Animal Group(s): None	Animal Care	Flant meaning Inspection Service	Animal and	Marketing and Regulatory Programs	USDA unit
Reputy Administrator	Certificate No. 95-C-0033	Animal Welfare Act	is a licensed Class C - Exhibitor	This is to certify that	Expiration Date: 10-02-2021
	Customer No. 7728	(7 U.S.C. 2131 et seq.)	under the	ANN GOODY	United States Department of Agriculture

State of Hawaii Department of Land & Natural Resources Division of Forestry and Wildlife 1151 Punchbowl Street Honolulu, Hawaii 96813



PROTECTED WILDLIFE Permit No. <u>ED20-02</u>

Date of Issue: March 12, 2020

Valid Until: March 12, 2022

TO PROTECTED WILDLIFE PERMIT For the purpose of:

EDUCATIONAL DISPLAY

The Board of Land and Natural Resources hereby grants permission under the authority of Hawaii Revised Statutes §183D-6(b), 183D-61(a) (1) and 195D-9, Hawaii Administrative Rules §13-124-4, and all other applicable laws, to:

Ann Goody Three Ring Ranch, Inc. 75-809 Keaolani Dr Kailua Kona, HI 96740 Ph. 808-808-331-8778 Email: <u>animals@threeringranch.org</u>

To: possess and display

For the purpose of: display for educational purposes

The following species:

Common Name	Scientific Name	No./year
Barn Owl	Tyto alba	1
Hawaiian Hawk	Buteo solitarius	1
Nene	Branta sandvicensis	1
Pueo	Asio Flammeus sandwichensis	1
Snow Goose	Chen caerulescens	1

I. GENERAL CONDITIONS:

- A. This permit is nontransferable or assignable.
- B. This permit does not authorize the capture or collection of any indigenous wildlife or introduced wild birds.
- C. This permit does not in any way make the Board of Land and Natural Resources of the State of Hawaii liable for any claims of personal injury or property damage to the permittee(s) or his or her party which may occur while engaged in activities permitted under this permit; further, the permittee(s) agrees to hold the State harmless against any claims of personal injury, death or property damage resulting from the activities of the permittee(s).

Page 2 of 4

PROTECTED WILDLIFE Permit No. <u>ED20-02</u>

- D. This permit is valid for species protected by federal law only if accompanied by proper federal permits.
- E. This permit does not authorize the disposition by trade, loan, donation or otherwise of any dead or alive indigenous wildlife and introduced wild birds without prior approval of the Department of Land and Natural Resources, Division of Forestry and Wildlife.
- F. The permittee shall notify the Division of Forestry and Wildlife, Honolulu Office (587-4159) if any of the specimen(s) listed above are lost, stolen, or destroyed.
- G. This permit supersedes all previously granted authority granted to the permittee for possession of indigenous wildlife and introduced birds.
- H. The specimen(s) described above may not be used for any other purpose than that described above unless specifically authorized in writing by the Division of Forestry and Wildlife. Disposal and destruction of the specimen(s) described above may only be done as described and authorized by the Division of Forestry and Wildlife.
- I. Any person violating any of the conditions stipulated under this permit shall be subject to the penalty provisions provided by law. Further, any infraction of this permit may be cause for revocation of this permit and denial of future permits.
- I. This permit shall become valid upon completion of the following:
 - 1. All persons who are actively involved in activities authorized by this permit have read this permit *in toto* and acknowledge understanding and agreement to abide by its conditions by signing two copies of Attachment 1, which is attached hereto and made a part of this permit.
 - 2. Both copies of the signed permit must be returned to the Division of Forestry and Wildlife. Upon approval by the Administrator of the Division of Forestry and Wildlife, a signed copy of the permit will be returned to the applicant.
 - 3. For activities requiring USFWS permits, permit numbers for the required USFWS permits must be filled in:

MBTA Permit # MB021657-0

J. Additional specimens may be added to this permit by submitting a request that contains the common and scientific names, the number of specimens, and the circumstances under which they were obtained to the Division of Forestry and Wildlife in Honolulu.

II. SPECIAL CONDITIONS

- A. Specimens shall not be sold, bartered, or offered for sale nor shall they be kept or displayed in private dwellings or private collections.
- B. All specimens sent to a taxidermist must be returned to the principal permittee upon completion of taxidermy. Care shall be taken to properly label and account for all specimens.
- C. Specimens shall be used only for education or research purposes.
- D. The Division of Forestry and Wildlife must be notified within 30 days of the acquisition of additional specimens that are to be used for educational display.
- E. The permittee shall report annually to the Division of Forestry and Wildlife on the status of the collection. The report shall include the number of specimens currently held in the collection and

Page 3 of 4

PROTECTED WILDLIFE Permit No. <u>ED20-02</u>

the disposition of any specimens discarded during the calendar year. Reports are due to the Honolulu office no later than January 31.

Wildlife Program Manager Division of Forestry and Wildlife

David G. Smith, Administrator Division of Forestry and Wildlife

cc: / / DOCARE

- / /Senior Resident Agent, USFWS Law Enforcement, Honolulu
- / /USFWS Pacific Islands Office, Honolulu

District /Admin Wildlife Biologists:

- / / Hawaii Kanalu Sproat / Ian Cole
- / / Admin. Jason Omick

Page 4 of 4

PROTECTED WILDLIFE Permit No. <u>ED20-02</u>

ATTACHMENT 1. TO PROTECTED WILDLIFE PERMIT No. ED20-02

The undersigned has read, understands and hereby agrees to abide by the General Conditions (A-J) stipulated on pages 1-3 and Special Conditions (A-E) stipulated on page 3 in PROTECTED WILDLIFE PERMIT No. <u>ED20-02</u>.

Principal Permittee

Ann Goody

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8/13/2021

Educational Programs at the Three Ring Ranch Exotic Animal Sanctuary

Attachment 14



Our Teaching Philosophy

One of our primary goals is sharing the animals with children and adult visitors. Our classes and tours teach respect and strive to improve people's understanding of the nature of wild creatures. As a sanctuary, we need to teach in such a way as to allow the animals to feel safe and non-threatened- first and foremost, this is their home. Before approaching the animals, visitors are taught how to avoid any actions that may be perceived by them as a threat. Some of the animals are in areas set farther away from where we will be teaching due to their own comfort level with visitors. Other animals will be able to walk up to the fence and come quite close if they so desire.

I believe that we (humans) have long forgotten the "language" of animals that we once knew. I don't use the term language to describe the spoken communication that we know of today, but rather the gestures and body

language that all animals use to communicate with each other. When we became able to talk and developed our spoken language we stopped observing or "listening" to the subtle gestures of the animals. At the Three Ring Ranch we hope to open the eyes of our guests to this very interactive communication. We all "speak" to the animals as we move, talk and watch them. The animals quickly interpret our behavior and act on what they see. Some of them view us as potential threats or rivals. Thus, by turning our bodies in a non-threatening way, we can reassure the animals and allow them to act more naturally and less fearfully.

As an example, we can avoid a face on approach with direct eye contact and move with a slow side-to-side swing to our walk, instead of a straight on approach- this is because both these actions convey non-predatory behavior to hoofed stock.



Children's School Programs

We teach two sessions in the children's regular classroom and then host a field trip to the sanctuary for the final lecture. By teaching in three parts we hope that children will not get overwhelmed with the material and retain more of what we are teaching. We have a wide variety of guest speakers including veterinarians, biologists, animal trainers and keepers who will be joining us as their schedules allow for the final lectures.

The classes I am teaching school children involve role-playing to help them

understand how the animals view humans and other predators. Animal care, habitat conservation, preservation and genetic diversification in captive populations are all among the topics we began focusing on in 2000. At the early point in our program development we taught small groups of children and then interviewed them several weeks later to see what information had been retained. It is very exciting and gratifying to hear them describe in their own

Program Details and Application Info

School Programs (for teachers)

After-school Mentoring Program (for students)

Residential Internships (for prevet/vet students)

Educational Programs at the Three Ring Ranch Exotic Animal Sanctuary

Attachment 14

words what they have learned. Slowly the program has evolved to better suit the community and each student's age group.

Single course programs are available for younger children, libraries, conferences, exhibits or other educational venues where wildlife or conservation education is welcomed.

Comments, ideas and feedback about our educational plans are welcome.



Currently, we focus primarily upon children between the ages of 8 to 11 because that appears to be the age where we can make the most difference through education.

After-School Mentoring

After school mentors are school children, 12-13 years of age who come up one day a week, in small groups, to learn basic animal care and conservation. These children become junior keepers. They learn animal communication, to provide behavioral enrichment, proper nutrition for captive creatures, wildlife care to name a few. As their own skills grow their own confidence increases. They become leaders and eventually teach other students the skills they have learned. Their program runs for 10 to 12 weeks. Any local student may apply by following the link to the application and info page.

More details and application info for afterschool mentoring program

We also host special sessions for adult members of our community who are interested in the animals and what it takes to keep them happy and healthy. Call or email the Sanctuary to set up these programs. We try to fit as many of these in as possible but can not make any guarantees of availability. We offer open days that are advertised on community bulletin boards and over public radio. These will be offered several times a year as well as several training sessions for our volunteers and new recruits per year.

Residential Programs for Veterinary and Pre-Vet Students

The Sanctuary offers both internships for pre-vet students and summer externships for second year vet students. We are currently affiliated with all veterinary schools in the United States, Australia and New Zealand. We welcome other students if space is available. Students are selected early each year for two 3-5 week summer programs. Our interns have been 100% successful in entering into a veterinary college!

More details and application info for residential programs

We welcome comments and ideas from educators and parents as to what topics you feel children will be interested in and techniques you can recommend for teaching them.

We welcome your feedback and suggestions.

Drawings by kids that have visited the Sanctuary

visitor photos



HOME	About Us	Education	Photo Gallery	Animals	Rehab	Support Us	Links
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Three Ring Ranch Exotic Animal Sanctuary 75-809 Keaolani Dr.,Kailua-Kona, Hawaii 96740 phone 808 331-8778 animals@threeringranch.org www.threeringranch.org

3RR Residential Intern Program

Our residential intern program will be going into its fifteenth year in 2022. We are a tiny USDA licensed, non-profit facility that is home to a wide variety of exotic (about 115 residents) and native Hawaiian species. Our Sanctuary is fully accredited by The American Sanctuary Association (ASA) as well as accredited by The Global Federation of Sanctuaries (GFAS) as an exotic animal sanctuary and educational facility, the only one of it's kind in Hawaii. We will again be pairing vet students with a pre-vet students (Pre-vets are usually seniors or have already graduated and applying that year to vet school) so both can gain the hands-on experience. It also allows the pre-vet learn more advanced skills from the vet student. Thus, the role of the vet student will be not only to learn, but to share knowledge and experience on what it is like to be in vet school. We accept only 3 students total per session. We try to run 2 sessions per summer. There is no cost to the student from 3RR for this program other than what is written below. Grants to cover your costs may be obtained from your school.

Daily Activities

Summer interns are expected to take part in the twice-daily feeding rounds to learn the individual care required for all the different resident species. This means you will do a great deal of basic animal care. This is not the internship for someone who seeks only clinical experience. There is a great deal to learn and a huge amount of opportunity to be had but you have to want to do it. You have to be self motivated and committed to bettering the lives of the animals in your care and the condition of the habitats they live in.

You will be feeding the animals and clean their enclosures, daily. You will get to know the animals intimately so you can tell me when anything is other than of normal. A successful intern should be able to get along and work with others, since vet students and pre-vets are paired to share experience in a positive way. Our facility is 100% volunteer staffed so you will work with skilled or new volunteers daily. It is all about learning and gaining unique hands-on experience. You get dirty and work hard. You are up starting at 7 am with dogs/cats, you eat then are ready to go out the door to the monkeys at 7:30 am, not later. The am rounds take until about 11 am. Then there usually is something to be done for an hour for the facility to keep it in top shape. Break time, lunch for one to 2 hours (sometimes as many as 4). Afternoon rounds begin at 3:30. Many days you work between lunch right through to the end of the day (about 5:30-6). It is a huge amount to learn and to process. Many students feel overwhelmed at first then it begins to flow and reasons behind the routine become apparent. You will be with a trainer for at least the first week before being asked to provide any animal care independently. Your goal is to have the entire routine down at the end of 3 weeks for all areas of the facility. This includes the barn animals, the parrots and avian area, the back animals including zebra, ostrich, ponds and finally you will know and be safe caring for the Non-human primates.

In addition to work at the Sanctuary, you will be working two days/week at the Kona Humane Society or Animal Control. You could be providing basic healthcare, testing animals, behavioral care or working with the vet in their spay and neuter program. This will allow you to gain a great deal of hands-on clinical experience in surgery and, depending on your level of training, you will not only be assisting but may get to perform surgery. You will also be assisting their veterinarian as she evaluates and treats the shelter residents.

We have multiple off site excursions to animal care facilities or watching care provided by others. Examples include; large animal vet "balls off clinic". If we can arrange this you are led through field castration of some large animal (s). Trip behind the scenes at Dolphin Quest to meet with staff and the animals. A trip up the mountain to meet with a goat breeder and learn hoof care, health care, castration etc. from her. A day or more in a single vet orthopedic practice. At least one day of assisting Advocats in a spay/neuter clinic and at least one MASH style clinic at 3RR where you will be working side by side with a volunteer vet and depending on if you are in vet school, performing surgery. Behavioral enrichment and animal environments are of primary concern to us here at the Sanctuary. Interns will pick, or be assigned, an area or animal resident to focus on. You will then revamp or construct a new or modified environment for that animal. Constant expansion and change of enrichment, even by the simple action of a new shelter or planting, makes a huge difference in the quality of life for a captive animal. The goal of enrichment is to lower stress and allow or encourage more natural behavior for the animal. You will be asked to provide enrichment to animals every single day. After a week you should be doing this without reminder.

Publication – (not done every session)

All interns are be expected to take information from our records or assist me with some event/paper that I am working on and write it up in such a way that it can be used to share knowledge in a veterinary publication or rehab journal. This would be a co-authored article and I will work with you in data collection and to provide the history and the background on the animal, along with photos and or other records. You will do the historical research and find the appropriative publication or wildlife rehab journal to submit the final paper to. Articles that have been written by past groups include:

formulation of our blended flamingo diet that is now copied by several zoos, published in SWAVA

• obtaining free high-tech human medical products for veterinary use. Published in the Journal of Wildlife Rehabilitation.

• a novel approach to tibiotarsal fracture management in a nene. Published in the Journal of Wildlife Rehabilitation

There are quite a few that other topics we would like to work on. One example is our unusual treatment protocol for a box turtle's shell repair using human skin care products. Another is mixed species housing of raptors to decrease signs of stress.

Logistics

Housing for the program is here at the Sanctuary in our guest apartment and house suite. We also have an "intern mobile" (Ford Fiesta, automatic transmission) available for you to drive for local trips, you will have to fill the tank. You would be responsible for getting to Kona. You are also responsible for your food expenses, though you will likely join us, as our guests, most evenings. I cook dinner 5 days a week.

In the past, some UC Davis Vet School, Tufts, Cornell and WSU externs and those from NZ were partially reimbursed. for out-of-pocket expenses For ALL students we recommend checking with your internship adviser to see if your school will also do this.

You are essentially part of our family for the few weeks that you are here, sharing our home . Our home is in a private, gated community overlooking the town of Kona, has a pool and is about 5-10 minutes from the beach. We try to give you at least one afternoon a week where you can stay here or take off and explore. You can walk in the little town of Kona or go to one of the great hiking through the rainforest to the 6000' crater of nearby Hualalai volcano. You will likely be sent away to circle the island and visit Volcanoes National Park schedule permitting – this is not guaranteed since we get called to aid other organizations in crisis and vacation comes second to these events. This is your chance to see the lava, learn about the volcano and work your way back along the windward side of Hawaii. The waterfalls and changes in climate zones are some of the most spectacular on earth.

<u>Dates</u>

We typically run two sessions for 4-8 weeks each. One or two vet students paired with one or two pre-vets. Dates of the program will depend on the dates of the interns selected classes getting out for summer. Usually, one program will run in mid May through June and one later July through August.

Currently we are inviting back interns from the summer before that excelled in our program. For further training to become Keepers in Charge. These trained interns stay over an additional 4 weeks after second training sessions so we can go on our own annual vacation. For this period we pay all food costs and provide a stipend. However this requires dedication and meticulous attention to detail. An intern who is offered this position has to know all the usual intern duties plus learning as much as possible about the animals normal behavior so that you are able to detect when something is "off". The interns are in constant contact and daily reports to me are required. I will expect a report after each am and pm rounds plus be able to answer any question you would have. The number 1 priority during this time is the sanctuary and it's residents.

Being offered and accepting one of these spots also means I commit to write references of support to universities or prospective employers for years to come. Having become a Keeper in Charge means that an intern will have graduated into a role that they can refer to on a resume forever. If you are interested in one of these places I need to know at the time you apply it depends on our travel plans, in any given year.

Letter of reference

I will write letters of reference to assist with vet school applications or to aid vet students in being accepted to other internships ONLY to interns who will have excelled in our program. You can fail, you can be asked to leave, if you put at risk another intern, a volunteer or an animal you will have failed. This has only happened a few times but you do need to understand that if you are accepted you are taking one of only 6 positions offered a year. You need to be dedicated to the program and passionate about what this opportunity offers you to learn. This is also why our training is so focused and you will be mentored closely by a trained Keeper.

Application

To apply you need to send me your bio/personal statement and two letters of reference. One from a veterinarian and another more personal reference from a professional or teacher who can explain why you would be the best candidate for this selective program. PLEASE Tell anyone writing a letter for you to not say what they think you can do, say what you actually have done. It does you no favors to have letters of reference that do not honestly represent you to me. Do not pad your resume/bio or tell me you have mastered skills on direct care that you may only have watched – examples; suturing, vaccination, restraint, microchipping, neutering. You do not need to have these skills but I must know your actual ability and having an intern show up without the skills they claimed is grounds to be cut from our session. I say this only due to having had two interns who put themselves in a position where they did not have the required skills to participate in our program without additional training. Training I am glad to do with an intern as long as I am aware that it needs to be done in advance.

Applications will be accepted annually from Dec 1st through Feb 15th for our following summer programs. If you send anything in early you will need to re-contact me in January to confirm that you still want to attend. We typically notify those who have been accepted no later than March 1st. This is a smoke free, drug free program. Do not come to party, come to learn.

Good luck!"

Three Ring Ranch Exotic Animal Sanctuary

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Volunteer Orientation C. Interns

See Keeper Orientation

Definition: Interns- Trained in intensive periods learning all aspects of animal care and facility role Interns have completed a detailed orientation and demonstrated competency in all areas of animal care and Sanctuary management. The orientation length is either an intensive 4 to 8 week program or a six month program in which a pre-vet or veterinary student becomes proficient in feeding and caring for all of the resident animals as well as assisting with routine medical care as needed. The goal is to provide a hands-on experience with a wide range of exotic and Hawaiian species so that these students will learn the subtle communication and behaviors of the resident species as well as their complex care requirements.

Interns are to be familiar with the safety rules and guidelines of the facility. Interns assist with daily care of the facility and follow all guidelines for care of animal environments. An Intern has read and is familiar with the Sanctuary P & P handbook.

By the end of orientation an Intern has been taught both the AM and PM care routines and can demonstrate both rounds without correction. Following the **Daily Activity Sheet and Flow Chart** an Intern is taught the very basic to advanced step-by-step care of each resident. Since there are so many varied species in residence the routine has a pattern that has evolved to best care for them. Initially the orientee only follows and watches as an experienced Keeper or the Curator do the tasks.

No orientee enters the enclosure of any animal until after they have been taught the correct way to approach that area and the safety precautions to do so.

All volunteers have signed the volunteer waiver and have proof of insurance prior to orientation. All volunteers are covered at the Sanctuary by a VIS Volunteer Insurance Service policy through the CIMA Company. This policy provides extra accident, liability and auto insurance to our volunteers.

An Intern must learn and participate with:

1. Animal behavior – normal vs. abnormal as it applies to our residents and what to do if an abnormal behavior is detected. Learning to use all senses. Compared to textbook or lab classes this requires more skill and patience.

2. How to safely approach/ work around/ handle the animals, including how to behave in order not to upset the animals. Learning to do no harm and let the residents know you mean them no harm. Otherwise it is not possible to get close enough to study them.

3. Dietary requirements – how to follow the feeding care plans for each animal inc NHP, and how to properly care for and prepare the animals feed. They will be asked to learn feeding rounds and take an active role in daily care of all residents.

4. Emergency care – specific procedures are covered for any probable emergency. This includes all animal emergency care including tranquilization techniques, recapture, disaster drills, and human injury. Focus on how to prevent an escape or injury and on how to protect others around you should the worst occur.

5. Physical care requirements – cage care, enclosure maintenance, pond or wetlands care. Interns are required to assist in a revision or construction of an environment during their program. Research materials suitable for the species and the climate are reviewed along with the durability and price.

6. Psychosocial needs – behavioral enrichment for each resident is discussed and additional ideas are welcomed into the animals care plans. Interns are required to revise and or create an enrichment plan for an animal or group of animals during their program. They may work with members of the BOD for guidance.

7. Rules and regulations of Federal, State and local authorities. Every step we take with many of the residents is regulated. Know the rules,

8. Documentation requirements (daily care notes, animal care sheets, reports to authorities, USDA and HIDOA) (See number 7)

Publication requirement during program; at least one article will be co-authored (or worked on to progress a current article in progress), by each intern accepted in the program and when completed submitted to one medical or professional journal of rehabilitation care. We provide stacks of records to allow then to research an interesting case. Share the knowledge of the care so others may also benefit.
 Zoonotic disease transmission, signs and symptoms. What to report and common disease possibilities.
 Health screened, then fully trained in NHP care of troop and facility. Able to train and or monitor volunteer keeper team.

12. Disaster, escape, injury, fire and safety drills.

Drafted by	Date	Reviewed by	
AG	1-04	BOD	
Revised	Date	Reviewed by	
AG	3-04	CD	
AG	2-05	HM	
AG	6/18	KE	
	5/19	RD	
AG AG	2/2021	LB	

§ 3.81 - Environment enhancement to promote psychological well-being.

Dealers, exhibitors, and research facilities must develop, document, and follow an appropriate plan for environment enhancement adequate to promote the psychological well-being of nonhuman primates. The plan must be in accordance with the currently accepted professional standards as cited in appropriate professional journals or reference guides, and as directed by the attending veterinarian. This plan must be made available to APHIS upon request, and, in the case of research facilities, to officials of any pertinent funding agency. The plan, at a minimum, must address each of the following:

(a) Social grouping. The environment enhancement plan must include specific provisions to address the social needs of nonhuman primates of species known to exist in social groups in nature. Such specific provisions must be in accordance with currently accepted professional standards, as cited in appropriate professional journals or reference guides, and as directed by the attending veterinarian. The plan may provide for the following exceptions:

(1) If a nonhuman primate exhibits vicious or overly aggressive behavior, or is debilitated as a result of age or other conditions (e.g., arthritis), it should be housed separately;

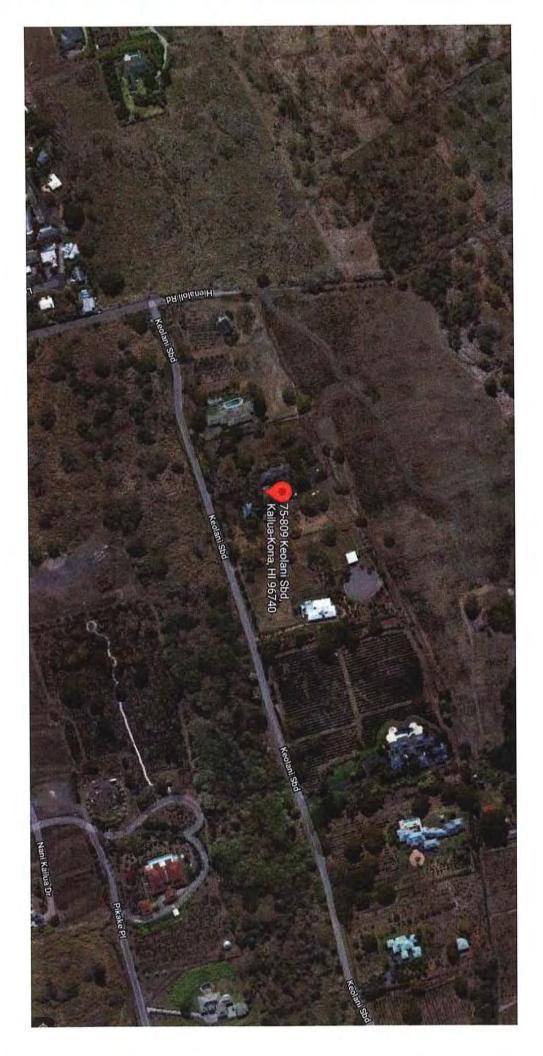
(2) Nonhuman primates that have or are suspected of having a contagious disease must be isolated from healthy animals in the colony as directed by the attending veterinarian. When an entire group or room of nonhuman primates is known to have or believed to be exposed to an infectious agent, the group may be kept intact during the process of diagnosis, treatment, and control.

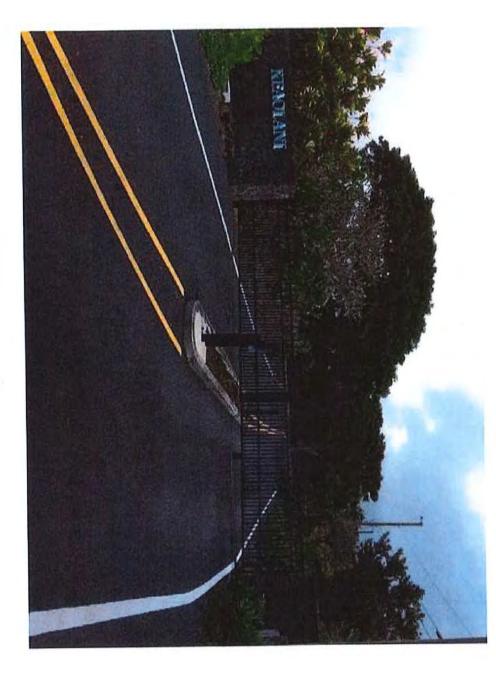
(3) Nonhuman primates may not be housed with other species of primates or animals unless they are compatible, do not prevent access to food, water, or shelter by individual animals. and are not known to be hazardous to the health and well-being of each other. Compatibility of nonhuman primates must be determined in accordance with generally accepted professional practices and actual observations, as directed by the attending veterinarian, to ensure that the nonhuman primates are in fact compatible. Individually housed nonhuman primates must be able to see and hear nonhuman primates of their own or compatible species unless the attending veterinarian determines that it would endanger their health, safety, or well-being.

(b) Environmental enrichment. The physical environment in the primary enclosures must be enriched by providing means of expressing noninjurious species-typical activities. Species differences should be considered when determining the type or methods of enrichment. Examples of environmental enrichments include providing perches, swings, mirrors, and other increased cage complexities; providing objects to manipulate; varied food items; using

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PART 3 Subpart D Nonhuman Primates







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Safety No untrained person shall ever enter any animal enclosure at any time. No animal human contact between a non-trained person in a non-teaching setting is permitted at any time. The animals comfort and human safety must be of utmost concern. Placing each other in unreasonable proximity that risks dangerous contact out of fear or lack of correct behavioral communication is unacceptable. Any person (volunteer, keeper or intern) who cannot accept this restriction will be asked to leave.

All new volunteers, keepers or interns shall read the Sanctuary P& P manual.

Hands are kept down and off fences away from the animals that may bite. Volunteers are taught not to touch or reach out until asked to do so. All are taught to use Nolvasan spray (or similar) between every species of cage cleaning and after petting farm stock per USDA.

Air horn Emergency air horns are located in the barn bathroom and secondary feed room and can be used to call for help if a volunteer or keeper requires assistance while in the back areas of the property and out of sight of the main house.

Phone A phone is set up in the barn and available to all volunteers as needed. Lists of volunteer phone numbers (calling tree) and cell numbers are kept in the barn communication log at all times.

Fire Extinguishers are kept in both feed rooms and are to be regularly checked.

Perimeter Fence is a USDA approved 6' no climb woven mesh. Interior fences range from 8' galvanized pipe and no climb fence to 6' around the wetlands environment and bison proof stockade for Cody. Pastures are cross fenced with stock fence and topped with barbed wire (only bison). Zebra are not let out to pasture unless a keeper or Curator are on property. Zebra bedroom enclosures are all 6' galvanized pipe and woven wire. NHP facility is a class A rated environment for capuchins, B rated for macaque or spider monkeys, B rated for lemur.

Enclosure maintenance of dangerous animals is done when the animals are shifted to other bedroom enclosures whenever possible or let out to pasture to graze. In emergency or for the bison pasture two keepers will work together so one is always watching the animal while the other attends to the maintenance chores. No keeper will ever attempt to work alone inside the bison enclosure for any reason. Cody is to be locked in the stockade with Hayseuss for fence or tree work. NHP are shifted for habitat work and one keeper is required as a safety observer while another works.

Gates All gates have locks. All gates are latched with secure closure systems and secondary safety chains, which are to be chained to them selves or to the bolted D rings. Chains are never to be clasped to wire fences. Interior fence systems keep all visitors away from pasture areas.

Aviaries are made by Corners Limited and securely staked to the ground. Safety entries are used for all flighted birds.

Quarantine areas All new animals are quarantined in species-specific areas as to keep existing creatures safe and free of disease or injury. Footbaths are used and hand washing after all exams or care with Nolvasan (or similar product) for all quarantined animals is strictly maintained. See also Quarantine and Environmental Control policies.

Main gate The only entry to the property is an electric gate controlled by phone entry from the main house or portable phone. Keepers are given a combination that can be changed as often as need be.

Security The neighborhood is an 8 owner gated tract of very high security with a very well monitored road. The Sanctuary is the second property in. The main home & edu/lab room have monitored security & fire systems.

Cameras linking via wifi monitor and store video.

Additional facility security is provided by the 115 lb free roaming Irish Wolfhound named Mouse, who has met and been approved of by the BOD.

For Safety Mouse is not allowed into the hoofed stock pastures or beyond the aviary lawns. Keepers are taught to pay attention to Mouse who usually will sleep on a large pillow in the main barn but she patrols the grounds every few hours.

Drafted by	Date	Reviewed by	
AG/AP	3-04	NG/GT/CD	
Revised	Date	Reviewed by	
AG	6/13	NG	
AG	12/15/20	NG	

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Volunteer Orientation A. Keepers

Definition: Keepers are trained volunteers who have completed a detailed orientation and demonstrated competency in all areas of animal and Sanctuary management. The orientation length is personalized as some volunteers learn the animal routines and care faster than others. Speed of learning is not considered an evaluation tool, as keepers may have little or no animal care background prior to orientation. A keeper can feed and care for all of the resident animals within their comfort range as well as assist with routine medical care as needed. Keepers are familiar with the safety rules and guidelines of the facility. Keepers assist with daily care of the facility and follow all guidelines for care of animal environments. A Keeper has read and is familiar with the Sanctuary P & P handbook.

By the end of orientation a Keeper has been taught the AM care routines and can demonstrate rounds without significant correction. Following the **Daily Activity Sheet**, a Keeper is taught the very basic stepby-step care of each resident. Since there are so many varied species in residence the routine has a pattern that has evolved to best care for them. Initially the orientee only follows and watches as an experienced Keeper or the Curator does the tasks.

 A Keeper may be trained in the am shift and end up working only the pm. Training is dong in the am when the more complex and complete animal care is provided.

NHP care requires additional training and Keeper health screening. Not all Keepers advance to train as NHP caretakers.

No orientee enters the enclosure of any large animal or of a raptor until after they have been taught the correct way to approach that area and the safety precautions to do so. USDA, USF&W Service regulations are part of orientation.

All volunteers have signed the volunteer waiver and have proof of insurance prior to orientation. All volunteers are covered at the Sanctuary by a VIS Volunteer Insurance Service policy through the CIMA Company. This policy provides extra accident, liability and auto insurance to our volunteers.

A Keeper must learn among others:

1. Animal behavior – normal vs. abnormal as it applies to our residents and what to do if an abnormal behavior is detected.

2. How to safely approach/ work around/ handle the animals. Including how to behave in order to not upset the animals.

3. Dietary requirements – how to follow the feeding care plans for each animal and how to properly care for the animals feed.

4. Emergency care - specific procedures are covered for any probable emergency.

5. Physical care requirements - cage care, enclosure maintenance, pond or wetlands care.

6. Psychosocial needs – behavioral enrichment for each resident is discussed and additional ideas are welcomed or inclusion in the animals' care plans.

7. Rules and regulations of Federal, State and local authorities as they apply to daily care.

8. Documentation requirements.

9. Zoonotic disease transmission, signs and symptoms of common diseases and what to report.

10. Disaster, escape, injury, fire and safety drills.

Keepers in Charge are given more detailed training and orientation including more in-depth training in every area including NHP. Keepers in Charge must be proficient at drills on safety and emergency care and must be able to comfortably handle all the residents both day and night. No Keeper in Charge is left without back up.

Attachment 22

Drafted by	Date	Reviewed by	
AG/AP	4-04	CD	
Revised	Date	Reviewed by	
AG	2-05	HM	
ĀG	8/17	KE	
AG	5/19	RD	
AG	2/2021	LB	

Monkey Daily Care Guidelines

Updated 3-30-2021

- 1. Only trained keepers who are tested TB clear annually may provide NHP care and must follow all care policies.
- 2. No humans may enter an area with monkeys unless in event of emergency.
- 3. Nobody who is in any way ill may provide care for the monkeys.
- 4. Feet are disinfected with bleach at entry and exit of monkey security enclosures.
- 5. Hands are disinfected with sanitizer prior and post entering monkey zone.
- 6. Only monkey equipment is used in or around enclosure.
- 7. Feed only prescribed diet. see diet guidelines. Sanitize bowls daily using approved cleaner & disinfectant.
- 8. Clean and fill pool PRN. Check "Licks It" device twice a day.
- 9. Use only approved enrichment devices or actions. Document all reactions (pos or neg) in comm. book.
- 10. Use only positive training other then emergency situations.
- 11. Report all injury or sign of illness immediately.
- 12. Log behavior and attitude in daily notes. Including enrichment in daily calendar.
- 13. Remove fecal material and old food daily.
- 14. Power wash all concrete daily.
- 15. Disinfect each room of enclosure weekly with approved solution of cleaner and bleach followed by water rinse.
- PPE (mask & gloves) will be worn by keepers while in cages and performing cleaning tasks per primate policy.
- 16. Inspect all rooms daily for wear or damage.
- 17. NHP Keepers must be a minimum of 17 years old due to immature immune systems.
- 18. All Keepers must be fully vaccinated against Covid.

See NHP care policy for additional information

Drafted by	Date	Reviewed by
AG/HM	11-20-10	GT/HM
Revised	Date	Reviewed by
AG	8-11-11	GT/HM
AG	10-9-13	AG/NG
AG	6-1-14	NG
AG	1-17-2017	GT
AG	6-26-2017	KE
AG	4/30/19	RD
AG	3/30/21	RD

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NHP Routine Care Guidelines

Examinations

Routine visual exams (multiple x daily) by keepers and q 90-120 days by a vet). Female NHP are trained/in training to present their chests for exam (breast and axilla) as well as hind end. Training for spider monkeys is ongoing with limited physical contact. All NHP are kept accustomed to seeing crates and given treats within the crates as part of their enrichment program.

Schedule of physical examination will be opportunistic.

If an NHP is sedated for any reason, a thorough physical examination is done by an approved NHP Keeper and whenever possible scheduled so a veterinarian is present and able to do the examination with the Keeper.

Chemical restraint is done as required by only trained Keeper or veterinarian following the US SF NHP formulary and done while in direct contact with primate or zoo veterinarian when possible. In emergency contact and report will be made with veterinarian for follow up as soon as possible. NHP will be monitored and care documented until all evidence of medication is cleared.

Body weight and body conditioning score (BCS), CBC and chemistry, Tb testing, routine vaccination (tetanus), virus serology (based on the native location of a species) will be done if possible. If dental care is required (cleaning and any needed extractions due to fractured teeth), it is done at that time.

Ultrasound and radiographs done as suggested by visual exam and recommendation from specialist DVM

Testing

Fecal floatations on all the primates quarterly or more frequently if indicated. Fresh group samples (or individual samples if available) are collected and tested at 3RR or in local small animal practice. Annual specimens sent to Idexx.

Tb testing on all NHP Keepers and volunteers as a condition of volunteering to provide any care for the NHP group and require annual re-testing. Verification of measles vaccination for Keepers/volunteers will be done prior to providing care for NHP.

All newly arriving NHP tested negative for Tb upon arrival (tested within the past 6 months prior to arrival) and that OWP be negative for antibodies to Herpes B. Tb tests are repeated when a NHP is sedated for any reason if it has not been tested for Tb within the past 6 months. Herpes B testing is repeated when a NHP is sedated for any reason and has not been tested for Herpes B within the past year.

PPE (equipment stored in Capuchin security room)

Disinfectant kept at entry to pasture containing NHP habitats and used on entry and exit of any NHP Keeper or volunteer.

All care NHP Keepers are required to wear disposable exam gloves when distributing food intended for NHP consumption. Gloves are also required if the NHP's are to be handled or touched for any reason.

Surgical masks are required for staff when working in direct proximity to the NHP during examinations, feeding and other care.

Wherever water is used for habitat or bedroom cleaning, masks are required due to the creation of aerosols.

Rubber boots are worn while working in any NHP enclosure and disinfected with OR spray on disinfectant and bleach basin on exiting the enclosure. These boots are worn at no other location. Boots are stored in the capuchin security room.

Entry to all NHP enclosures is done only by NHP Keeper and the NHP are shifted to alternate locations and locked out during facility care. 2 Keepers are required for any lock out shifting and during all habitat work. The second Keeper is required to be a monitor and not doing any other task during the habitat work.

When handling biological specimens from the NHP's, staff are required to wear gloves.

All used sharps are kept in biohazard containers intended for sharps and released for disposal to a licensed medical waste disposal company. Or to a small animal practice where they will be handed off to a licensed medical waste disposal company.

Exposure

An established protocol is in place in the event of a macaque exposure, which includes post-exposure handling of wounds, in-house reporting of exposure/injury, employee referral to medical care, and post-exposure sampling and monitoring of the employee and the macaque.

An established protocol is in place in the event of non-macaque exposure which includes post-exposure handling of wounds, in-house reporting of exposure/injury, employee referral to medical care, and post-exposure sampling and monitoring of the employee and the NHP.

Training

All NHP trained Keepers are fully oriented to these policies and they are reviewed biannually. NHP Keepers are a minimum of 18 years old.

Drafted by	Date	Reviewed by	
AG	6/26/2017	GT	
Revised	Date	Reviewed by	
AG	4/30/19	GT	_
AG	12/1/20	GT	-



Photograph 1: Depicts a containment structure for the Capuchin monkeys.



Photograph 2: Depicts another side of the containment structure for the Capuchin monkeys.



Photograph 3: Depicts a second Capuchin monkey containment structure. Housing a macaque.

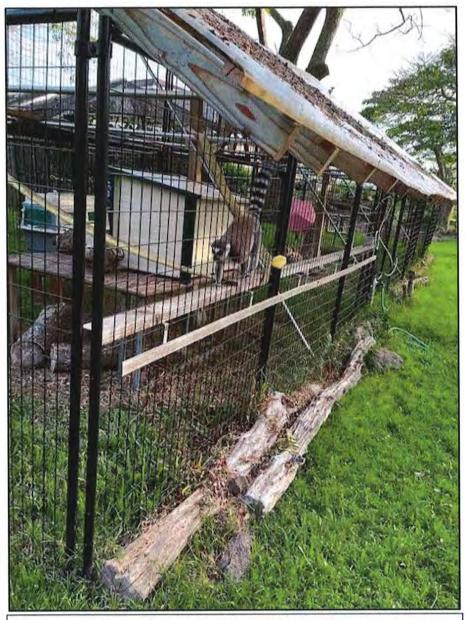


Photograph 4: Depicts the containment structure for the Lemurs.





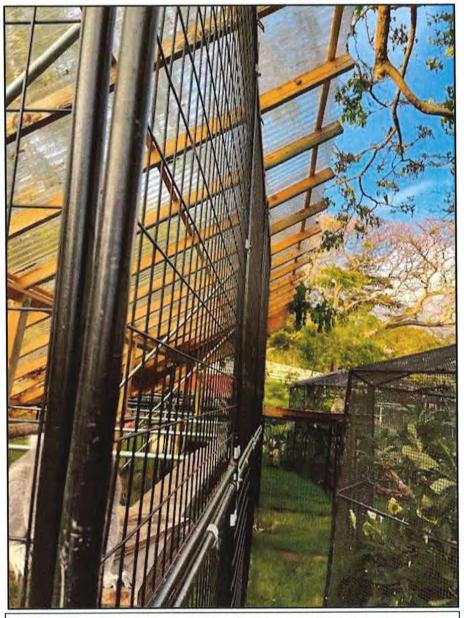
Photograph 6: Depicts the double entry way to enter the containment structure for the Lemurs.



Photograph 7: Depicts a side view of the existing containment structure for the Lemurs.



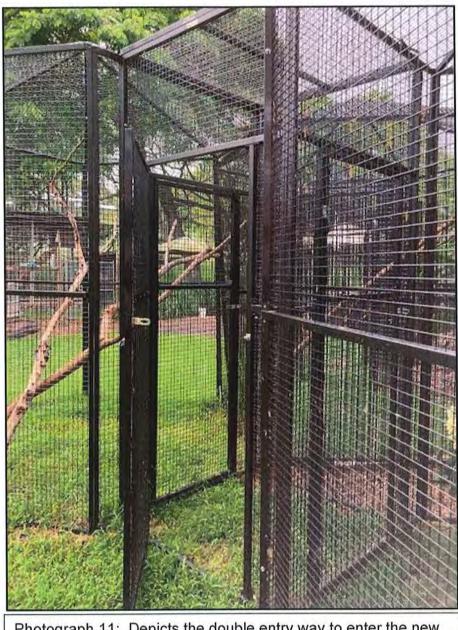
Photograph 8: Depicts another view of the existing containment structure for the Lemurs.



Photograph 9: Depicts a side view of the existing containment structure for the Lemurs.



Photograph 10: Depicts the new (2nd) containment structure and area for the Lemurs.



Photograph 11: Depicts the double entry way to enter the new containment structure for the Lemurs.

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Disaster Plan A. Fire

Volunteers will be called in as soon as possible using the volunteer roster and call tree list.

Fire prevention measures are taken as much as possible so that no build up of dead branches or dried plants are allowed near structures. Flammable liquids are stored in correct, clearly marked containers away from the main buildings in a secure location. Fire extinguishers are placed in the barn and feed rooms and checked on a regular basis to be sure that they are fully charged and ready to use. All Keepers know the location of the fire extinguishers.

Monitored fire alarms are in place and maintained in good working order in the main house, science room and barn. The nearest fire hydrant is on the front corner of the property. The fire department has a pass key to the main gate of the subdivision but will require access to the sanctuary via the front gate. They do have the code on file in event of an alarm having been triggered and a Keeper at the fire front.

Our local Fire Department is aware of this facility and is very aware of the unique animal residents residing here. Annual visits by Fire Department staff are done to introduce them to facility and ask for suggestions to better prepare. Fields are kept mowed during dry season.

In the event of a fire the keeper in charge is directed to grab one of the many portable phones and call for help. Use the nearest extinguisher to try to control the fire if possible while help is on its way. Response time is under 5 minutes for our station.

If the fire is a pasture fire or grass fire coming at the sanctuary from the coffee farm to the North (this is kept mowed for safety) evacuate the nene, crane and flamingos to crates and pens within the barn. Release the large animals (zebra/pony/ostrich) out of the bedroom pens and allow them access to pasture #1. Pasture #1 is connected to front pasture and arena. This gate can be opened to connect the areas. All areas are within the 6.5' perimeter fence.

If fire in the south side open the gate from Cody pasture to #3 and allow him and Hayseuss access to this area.

NHP areas have a water spigot at each habitat. Each area has a hose. Attach rainbirds to each hose and turn on. Evacuation of NHP is to be done by 2 trained Keepers. Crates for each animal are kept ready at the barn. NHP are to be moved inside of the classroom or main house within their crates.

Large animals may require sedation for panic around fire, fire equipment noise, etc. If time allows presedate with a mild tranquilizer all large animals as fire approaches.

Do not move the birds from the aviaries or lemurs. The lawn areas around the house will be protected by the fire department as much as possible in their efforts to protect the house. Turn on lawn sprinkler system.

Hose down roof of main barn and house.

After the fire all animals will need to be checked for signs of injury or smoke inhalation. Birds especially may require time to recover and supportive care. The attending veterinarians are notified of the event as soon as possible and asked to evaluate any animals that may be suspected of post fire injury or trauma.

Careful documentation and photographs of any damage are required for insurance claims. While this is important, the welfare of the animals comes first. Do not remove any burned items from the facility until told it is ok to do so by the authorities.

Drafted by	Date	Reviewed by	
AG/NG	3-04	GT/HM/CD	
Revised	Date	Reviewed by	
AG	6-13	NG/JH	
AG	7-18	LB/NG	
AG	7-21	NG	·

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Disaster Plan B. Flood/Rain

Volunteers will be called in as soon as possible using the volunteer roster and call tree list.

During the rainy season (April to September) the Sanctuary can get regular daily showers. Most rainfall is gradual and easily absorbed by the pastures and plantings. Very heavy rains can cause flooding and extreme rainfall can cause serious damage to pastures. Serious flooding is highly unlikely. We have had 8" of rain in one hour and no damage.

During heavy rains, ditches and drainage systems must be checked on a regular basis to be sure that they are all running freely into the water retention system. Before the onset of expected heavy rains, fill all water bowls with clean water and be sure to stock the back feed room area. Check all animal houses and shelters to be sure they are secure. Close the barn sliding doors.

During prolonged days of heavy rain it may be necessary to allow the zebra to move freely out of the bedroom pens so that the pens dry out. Move all the feed bowls to the driest areas possible to feed. The other animals have water divergence systems, which allow dry areas within their pen even in the heaviest rain.

Move the smaller tortoise into hay lined crates in the barn and keep them in front of the main opening after three days of rain. They will need to dry out and stay warm before wanting to eat again.

Aviaries need to be monitored for damp conditions. Houses and shelters of ground dwelling birds and reptiles will need frequent changes of dry materials.

Barn roof needs to be checked for leaks as well as the back feed areas during periods of extreme rain. Gutters may overflow with rain that is too rapid for drainage or leaves may block flow. Clear gutters as needed using caution in wind and rain.

There is no plan to evacuate the animals for flood as we are not considered to be in a flood zone and the animals are safer left in their enclosures with extra care.

Drafted by	Date	Reviewed by	
AG	4-04	GT/CD	
Revised	Date	Reviewed by	
AG	6-13	NG/JH	
AG	8-17	LB/NG	

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Disaster Plan C. Wind

Volunteers will be called in as soon as possible using the volunteer roster and call tree list.

Hurricane prevention measures are taken as much as possible. Once a watch is announced safety measures are begun. Monitor the radio frequently as well as the satellite reports for weather tracking. Once a windstorm is upgraded to a warning or tropical storm, make a run to Safeway and fill the barn, garage and house refrigerator with supplies. Call Horseplay Waimea Feed and if any reserve stock under 15 days in our feed rooms make a run to load up. Use garage also as dry feed storage. Also fill main truck gas tank at this time.

Before the onset of expected heavy winds, fill all water bowls with clean water and be sure to stock the back feed room area. Check all animal houses and shelters to be sure they are secure. Close the barn sliding doors. Remove and restrain any and all loose objects. Walk perimeter fence line. Trees are inspected by arborist and dead wood is removed bi annually.

Bison and burro are to be locked into their stockade pen. This will protect them from falling limbs and should a limb fall on a fence prevent escape. They are not to be released from this pen until all perimeter fence has been inspected for damage.

All raptors and parrots are easily loaded into carriers and transported to the barn in the case of hurricane warning and held in the central avian exam room. Nets are used if needed and taken from the avian exam room. Lemurs are to be crated and secured inside the mobile OR. NHP are to be crated by 2 Keepers and taken to the classroom.

Only in extreme winds are the flamingos rounded up and taken to the handicapped bathroom where they are allowed to wait out the storm. The risk of leg injuries is severe in capture of these delicate birds and the safe area of deep water in the pond is a natural shelter for the birds in all but extreme conditions. A catch sheet is used to corral them. The sheet is stored in the back feed area.

The nene, snow goose, swan and crane are put in bedroom pens and taken to the barn in crates in extreme conditions. Crate pairs together. The small duck pair is to be left in the wetlands area, as are the water turtles. If storm is going to run for over 24hrs Crane & swan are to be in the horse trailer.

Small reptiles and small mammals are moved into carriers and housed inside the avian exam room or inside the main barn room. Barn parrots are taken into the center bathroom of the main house. All loose containers, wheelbarrows, trashcans and feed tools are gathered in and placed inside the main garage. The barn is secured and safety latched closed. The back area feed storage is secured closed and all lightweight shelter covers are removed from the frames to avoid being torn apart.

Following the evacuation from enclosures and after the storm passes, the animals are returned to the enclosures. An inspection is done to clear the enclosures of damage and verifies that they are structurally sound. After the storm passes all animals will need to be checked for signs of injury. Birds especially may require time to recover and supportive care. The attending veterinarians are notified of the event as soon as possible asked to evaluate any animals that may be suspected of wind injury or trauma. Attending veterinarians have agreed to contact 3RR and be prepared to be onsite as soon as safely possible.

Key staff will remain on site. Should some staff be forced to leave the property, the following additional steps will be taken. **See Evacuation**

Attachment 28

Records from the sanctuary are kept in the office of the main house. The room will be secured as best as possible with all records closed in the file cabinets. The computer back up disk is regularly run and the newest copy will be taken from the facility by the Keeper in charge. Two drawers of records marked top priority including the black book of animal records and the permit file will also be taken. These drawers of records are clearly marked and Keepers in charge are aware of their location.

Gates to all animal areas are to be locked. The main sanctuary gate is to be locked with the chain and combination lock in case of power outage to maintain security. Generator is checked weekly and tank loaded with gas which is never allowed lower than 30%. In event of impending storm the propane company will come fill both tanks. This will maintain vital functions.

Following an evacuation, all volunteers have been asked to attempt to report to the sanctuary to assist with the relocation of animals and cleanup of the facility. Some volunteers are within walking distance and able to make it up in minutes. Care must be taken in evaluating structures and electrical systems for damage. The battery-powered radio will be kept on for news bulletins.

Careful documentation and photographs of any damage is required for insurance claims. While this is important, the welfare of the animals comes first. Do not remove any items from the facility until after told to do so by the Curator or Keeper in charge.

Date	Reviewed by	
4-04	GT/CD	
Date	Reviewed by	
6-13	NG/JH	
8-17	LB/NG	
12-19	BOD	
7-21	NG	
	4-04 Date 6-13 8-17 12-19	4-04 GT/CD Date Reviewed by 6-13 NG/JH 8-17 LB/NG 12-19 BOD

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Disaster Plan C. Wind/Evacuation drill notes

Hurricane drill/event July 27, 2013

Hurricane Flossie approached the Big Island from the east. Expected to strike South Point at category 3 storm.

Volunteers began calling in to see what help could be offered. By the time the storm was 2 days out the Sanctuary was prepared. Feed Rooms stocked with 30 days supply for all animals, water barrels filled, animal crates placed next to aviaries for evacuation if required, all braches trimmed back from barn and house then removed from area, all loose objects gathered to garage, emergency supplies inventoried and ready for any possible need. Generator tank filled and test run. By the day the storm was to hit 4 volunteers were at the Sanctuary and prepared to stay over. Several others were able to arrive if needed to evacuate animals to safer enclosures. The barn was closed and doors bolted.

The storm veered to the south and missed the Island. No birds were removed from aviaries to the barn. No small animals were removed to the hospital room.

August 2014

Hurricane Iselle landed at category 2 storm on east side of the island. All team members notified per policy. 30 days of feed picked up in advance. Generator tested and tanks filled. Solar system checked. Additional staff and volunteers arrived August 4th to prep facility. Barn shut up. Carolyn McKinnie DVM for APIHS/USDA called and offered help, none needed at that time. Dr Tim Richards DVM of record did an inspection on 8/6/14 to help with suggestions and check animals prior to storm/movement. All small animals in aviary zone and birds moved inside afternoon of 8/6/14. Extra volunteers present during storm which swung north and left our side clear. Fences inspected and 8/7/14 all animals returned to habitats. Each animal checked prior to being put in habitat. All tolerated this well/acceptable.

Summer 2015

Storms caused evacuation of small animals and birds from aviary zone three times. Each time the storms either broke apart or turned away from Kona. Summer 2016 Prep for one hurricane but dissolved prior to evacuation need. Summer 2017 Prep for one storm but dissolved prior to evacuation need. Summer 2018 Prep for two storms, evacuated animals x 1. USDA monitoring and offered support. Lava event prep and watch. Summer 2019 Prep for two storms but dissolved prior to evacuation need. Summer 2020 0 prep or evac.

Report made to Members of the Board re the events via email. Continued drills done bi-annually or more with all volunteer staff.

Drafted by	Date	Reviewed by
AG/NG	8/15/07	Board via email

Attachment	29
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Revised	Date	Reviewed by	
AG	6/13	NG/JH	
AG	4/15	WC	
AG	10-16	BOD	
AG AG AG	11-17	BOD	
AG	1-19	BOD	
AG AG	12-19	BOD	
AG	1-21	BOD	

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Disaster Plan D. Evacuation from primary enclosures

Volunteers will be called in as soon as possible using the volunteer roster and call tree list.

Evacuation may be necessary for some of the animals during a disaster. In following the USDA recommendations for safe planning for disaster we have a supply of crates, pens, carriers and temporary enclosures in which to house the animals that would be best moved for safety. Animals are all sheltered on site per Hawaii regulations. Key staff shelter at 3RR where a minimum of 21 days food and water are stored. Animals all are identified by staff and records are secure in main house. Off-site copies are kept on disc, thumb drives and computer cloud storage.

The 3-horse trailer is a confined unit that can be driven to the back hoofed stock area and immobilized animals can be loaded into this unit for transport. It can be used to move all the ostrich or zebra & pony. In a hurricane the ostrich and zebra are always better left in their enclosure. If the enclosure is at risk of collapse or if it has been damaged and is no longer stable then they must be released into the pasture where they are secure and will remain calm while the bedroom enclosure is repaired. The trailer is a safe holding facility for the ostrich.

The zebra will move on command from one pasture to another and are trained to enter the confines of the bedroom enclosures where she can be safely darted. For most disasters (hurricane, rain, flood, fire or earthquake) the zebra would not be evacuated but rather let out into the larger pastures or secondary emergency corrals where they would have a better chance to fend for themselves. This set up is an emergency back up in case the rear area of the property where the hoofed stock live must be evacuated due to activity there that causes fright or panic in the animals. Use the shift gates and move them from one area at a time and gradually take them from the main bedrooms to pasture # 2. Lock external gates and leave them there with water and feed.

All raptors are easily loaded into carriers and transported to the barn in the case of hurricane warning and held in the central avian exam room. Nets are used if needed and taken from the avian exam room. All parrots also are removed to the exam room from lawn aviaries. Lemurs are crated and locked inside the mobile OR van. NHP are crated last and taken into the classroom.

Only in extreme winds is the flamingo rounded up and taken to the handicapped bathroom where it will be allowed to wait out the storm. The risk of leg injuries is severe in capture of these delicate birds and the safe area of deep water in the pond is a natural shelter for the birds in all but extreme conditions. A catch sheet is used to corral them. The sheet is stored in the back feed area.

The nene, swan, snow goose and crane are put in bedroom pens and taken to the barn in crates in extreme conditions. Crate pairs together. The small duck pair is to be left in the wetlands area, as are the water turtles.

Small reptiles and small mammals are moved into carriers and housed inside the avian exam room or inside the main feed room. All barn parrots are taken into the center bathroom of the barn. All loose containers, wheelbarrows, trashcans and feed tools are gathered in and placed inside the main garage. The barn is secured and safety latched closed. The back area feed storage is secured closed and all lightweight shelter covers are removed from the frames to avoid being torn apart.

Following the evacuation from enclosures, after the all clear is announced, the animals are returned to the enclosures. An inspection must clear enclosures of damage and verifies that they are structurally sound.

Animals are watched to be sure they tolerated the evacuation. If needed the attending veterinarians are notified. Attending veterinarians have agreed to come to 3RR immediately after any evacuation or event.

Following the USDA guidelines, this plan is discussed and reviewed with all staff biannually. Suggestions are made regularly on how to improve its implementation. Should staff be forced to leave the property for a disaster of an extreme type such as a fire, the following additional steps will be taken.

Records from the sanctuary are kept in the office of the main house. The room will be secured as best as possible with all records closed in the file cabinets. The computer back up disk is regularly run and the newest copy will be taken from the facility. Two drawers of records marked top priority including the black book of animal records and the permit file will also be taken. These drawers of records are clearly marked and Keepers in charge are aware of their location.

Gates to all animal areas are to be locked. The main sanctuary gate is to be locked with the chain and combination lock in case of power outage to maintain security. The generator is auto controlled and will kick in after 45 seconds of power failure. This maintains critical need at the facility. The main team of resident Keepers do not leave the facility in event of disaster but shelter on site with the exception of fire and under direct order of fire dept. when they must stand out of the way of active crew fighting a fire. These key personnel will wait at the gate until cleared to reenter the facility.

Volunteers who live nearby also join in shelter on site and bring up with them personal water supply, food supply and personal care items. We can confirm 6 trained Keepers who live with-in 10 minutes who have committed to be on site during wind or earthquake disasters.

Following an evacuation, all volunteers have been asked to attempt to report to the sanctuary to assist with the relocation of animals and cleanup of the facility. Additional volunteers are within walking distance and able to make it up in minutes. Care must be taken in evaluating structures and electrical systems for damage. The battery-powered radio will be kept on for news bulletins. Report will be made to USDA.

This plan was tested in an actual emergency hurricane watch, then warning, in January of 2004. With winds gusting to 60 miles per hour the Sanctuary was hit for 24 hours. We lost a tarp and one plastic cover that had not been taken down off a shelter quickly enough. Every animal was safe and secure in the crates or pens. Volunteers called in and assisted in securing the facility and the animals. After the winds were clear, the volunteers assisted in clean-up of branches and helped inspect each enclosure for damage.

Additional events have tested the facility since 2004.

Drafted by	Date	Reviewed by	
AG/NG	3-04	CD/GT	
Revised	Date	Reviewed by	
AG	6-13	JH/NG	
AG	8-17	LB/NG	
AG AG	12-19	BOD	
AG	1-21	BOD	

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Disaster Plan E. Earthquake

Volunteers are called in as soon as possible if needed using the volunteer roster and call tree list. Volunteers are trained to come to the sanctuary after securing their own pets and homes. When this type of event occurs phones may be out for several days. Drills are run for all volunteers biannually.

The Sanctuary does not sit in a high-risk lava flow zone, however earthquakes are common on the Big Island. Disaster preparedness for earthquake includes the basic animal care needs on hand to supply feed and care for 14 days. When ordering feed it is always attempted to keep a stock of feed so that no supply ever is out or backordered.

Water is supplied via a private pumping unit that taps into the county system. Once earthquake happens we fill all animal water units to full while pressure is still in this private system. We can obtain over 250 gallons from the mainline when the pump is off due to gravity flow. The swimming pool is our current emergency reservoir for water if we need more than the bottled supply of water kept in the garage.

Power may be out for an unknown length of time. The opening of the refrigerators is kept to a minimum to conserve the cold. Block ice is quickly obtained from the local grocery store and added to all units. Back-up generator contains enough fuel to run vital systems for 14 days.

Assess all enclosures for structural damage and write up a report of any faults or repair if able immediately. Calm animals and evaluate each for signs of injury or panic. Medicate as needed to keep them calm, but this should <u>not be required</u> unless repairs are required to the enclosures and animal evacuation is needed. **See evacuation policy.**

Careful documentation and photographs of any damage is required for insurance claims. While this is important, the welfare of the animals comes first. Do not remove any broken items from the facility until after being told to do so by the Curator.

Drafted by	Date	Reviewed by
AG	3-04	GT/CD
Revised	Date	Reviewed by
AG	6-13	NG/JH
AG	8-17	LB/NG

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Animal Escape Plan A. Equipment

Equipment owned and maintained in good order by the sanctuary is as follows:

Captur pistol and all accessories for darting large animals. (kept in main house)

Blow pipe (High Performance) and all accessories for darting large and medium animals. (kept in main house)

Pole syringes (2 types) kept ready in van.

Nets of various sizes. (kept in barn avian room and van)

Sheets for pinioned bird re-capture or control on ground. (kept in both feed rooms)

4 Star 3 horse enclosed horse trailer, all padded sides and small barred windows. Safe for emergency bison, ostrich or zebra confinement. (kept by barn)

Crates/cages and portable pens of all sizes which can be carried to the site of an animal sedation or incident. (kept in barn treatment room)

Air horn (kept in back feed room & bathroom) for emergency alert of other keepers.

Medications for sedation and darting are locked in the main house. Only Veterinarians and Keepers may access and use these medications. See medication policy

All Animals have been familiarized with keepers and bedroom enclosures. <u>Prevention of escape is the first</u> <u>priority</u>. Entry training to gates with specific calls and signals are to be used on a daily basis for all large animals. Animals feel more comfortable when they are able to seek the safety of the bedroom enclosure if threatened.

All aviaries housing flighted birds have safety systems and double doors. The wetlands environment has a double entry system to prevent escape. All NHP enclosures have double doors locked with combination and keyed. All animal zones are gated and before entering a new zone the prior gate is to be securely latched.

Drafted by	Date	Reviewed by	
AG/NG	6-98	BOD	_
Revised	Date	Reviewed by	
AG	4-04	CD	
AG	6-13	NG	
AG	12-2015	BC	
AG	11-27-20	NG	

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Animal Escape Plan B. Training

Keepers will as part of their orientation have been trained on all emergency equipment and have reviewed all escape plans and re-capture for each animal held at the sanctuary. All animals have been familiarized with keepers and bedroom enclosures. **Prevention of escape is the first priority**. All animal zones are gated and before entering a new zone the prior gate is to be securely latched.

Before a keeper is ever allowed to feed the animals alone they must demonstrate the ability to move animals safely. All keepers are shown how to put the facility on lockdown and secure main gate.

Small animals in the barn can easily escape from cages while being cleaned. Safe handling is taught and secure door latching while cleaning. Parrots are kept with wings clipped and safe movement from night cages to open play areas is taught in the barn areas to ensure all keepers know the animals' regular and stable routine. A Keeper must be able to pick up a parrot if it walks off the play areas and safely return it to the cage. This may require using a crate to ask the bird to climb aboard or a gloved hand. All parrots are crate trained and seek the "fun" crate even when alarmed.

All aviaries housing flighted birds have safety systems and double doors. The wetlands environment has a double entry system to prevent escape. Aviaries are closed and safety doors are latched before entry to main areas. Keepers are taught to look behind themselves before entering main areas. Then to look inside and identify all occupants' locations before entering.

All NHP habitats are doubled doored and locked with combination and keyed entry. No untrained Keeper ever enters a safety unit. No untrained Keeper ever does habitat care or shifting of NHP. No NHP shift or habitat work is done by less than 2 Keepers.

Within the wetlands the nene, crane and ducks are shifted from open areas to bedrooms on command each evening and reversed in the daytime. Keepers train on moving the animals and are taught what to do if a creature is out of the wetlands enclosure. A practice drill is done to walk the boundary and learn how to walk an animal **without exciting it** or causing it harm. Emergency Sheet and netting capture is taught.

Giant reptiles can be moved with food motivation or correct lifting by several people. Keepers are taught safe ways to place hands to avoid injury. Sling and wheel barrel or rolling dolly can be used.

Entry training to gates with specific calls and signals are to be used on a daily basis for all large animals. Animals feel more comfortable when they are able to seek the safety of the bedroom enclosure if threatened. Routines are calming and keeping these patterns intact aids an animal's sense of wellbeing.

Large hoofed stock is moved from pasture to night enclosures on a daily basis and each animal has specific training and daily positive reinforcement used to ensure that they enter and exit gates on commands. Keepers are trained to move the zebra from area to area and practice moving from pasture to bedrooms. All the areas are gated with several gates and security gates beyond the shifting area. All keepers are taught to close and latch every gate as they enter or exit. Emergency movement to pasture #2 of the entire zebra herd is taught in case of an emergency in the bedroom pen area. Animals are drilled in food motivated return to pens daily.

Keepers in Charge are taught how to move the trailer or other emergency vehicles into the areas near the bedroom enclosures and after they have completed keeper training they are given the gate code combinations.

A record of any use of the equipment or of any escape shall go into the animals care note and the State Dept. of Ag. authorities will be notified per requirements of our permits and licenses. No animal has ever escaped 3RR to date.

The use of chemical immobilization is a last resort in capture. All Keepers are taught every alternate means of returning an animal safely to an enclosure. All Keepers understand that in an emergency event human <u>life must be protected</u> and thus the rules of safety and security may never be taken lightly or an animal may needlessly die. The use of a firearm is our final solution to a large animal escape.

Drills for all Keepers and Volunteers <u>are done quarterly or more often</u> as new volunteers are trained. Animal escape plan is implemented by Keeper in Charge. Calls made if needed to Keepers and Police Department to assist if need be and to protect community members. Police and Fire Department staff are aware of the resident animals and attend annual appreciation day open house events.

Drafted by	Date	Reviewed by	
AG	6-98	BOD/TR	
Revised	Date	Reviewed by	
AG	3-04	BOD/TR/CD	
AG	6-13	JH/NG	
AG	8-17	KE	
AG	11/27/20	NG	

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Animal Escape Plan C. Drills

Prevention of escape is the first priority Keepers will as part of their orientation have been trained on all emergency equipment and have reviewed all escape plans and re-capture for each animal held at the sanctuary. Keepers train on moving the animals and are taught what to do if a creature is out of the wetlands enclosure. A practice drill is done to walk the boundary and learn how to walk an animal without exciting it or causing it harm. Sheet and netting capture is taught.

Safety drills with the Capture pistol and Blowpipe as well as training in the dart filling and emergency medications to be used for safe darting and safe medication handling are taught to only the fully trained Keepers in Charge. All keepers who will have charge of the facility must be able to demonstrate skill at all aspects of safe emergency darting skills. Drills are done quarterly with a record of attendance maintained in the classroom volunteer handbook.

While we have never needed the darting equipment or medications we carry, they are hazardous and all keepers must accept the fact that emergency dartings could result in the death of an animal therefore we will go to extreme measures to keep gates closed and avoid escape.

All Keepers are taught how to lock down facility at main gate and post the caution signage.

Keepers in Charge also know that darting may be necessary for an animal in distress to administer sedation or other medication while awaiting the arrival of an attending veterinarian. The drills include, proper medications and antidotes, training on what parts of each animal shall be aimed at, the choice of needles to use and human safety tips. A practice range is set up and a keeper must be comfortable safely loading the dart equipment and firing accurately at the practice targets. Correct disposal of the darts and cleaning of the equipment is also taught.

Safety drills are also given to our attending veterinarians who stop in and try out the equipment to be sure they are comfortable with its set up and familiar with all components on a practice range. Any change in equipment on site is reported to the team of attending veterinarians and all are invited to come and drill on the new equipment.

Keepers train on moving the animals and are taught what to do if a creature is out of the wetlands enclosure. A practice drill is done to walk the boundary and learn how to walk an animal without exciting it or causing it harm. Sheet and netting capture is taught.

Date	Reviewed by	
1-01	NG/TR	
Date	Reviewed by	
3-04	NG/GT/TR/CD	
6-13	JH/NG	
11/27/20	NG	
	1-01 Date 3-04 6-13	1-01NG/TRDateReviewed by3-04NG/GT/TR/CD6-13JH/NG

Telephone 808-331-8778 Fax 331-8773

animals@threeringranch.org

www.threeringranch.org

Environmental Control A. Isolation/Contamination

Isolation of infectious waste of suspected contaminated materials shall be done in the following manner: Double bagged and then immediately placed in an empty feedbag for disposal from the property per County facility (Humane Society). All areas that the waste may have come in contact with are cleaned with a vigorous scrub of nolvasan scrub, including the exam table and all tools.

The avian/treatment room or classroom can serve as an isolation room and all staff is advised to watch for the posted isolation sign on the door. If the room is posted, the animal inside may have a potential of infectious disease or be at risk of catching illness (reverse isolation). Directions for specific care of the animal inside the treatment room will be posted in the communication book available to all staff in the barn. If dressings are being used that may be infected, gloves are to be worn and properly disposed of in the infectious waste container that will be set up with any isolation animal. All isolation animals will be cared for after all other rounds are completed unless an emergency occurs with that animal. A visual check may be made from the treatment room door at the time of barn rounds. After the care of any isolation animal the keeper will scrub with the hand soap and follow with a scrub of nolvasan. The sink will then be sprayed with disinfectant.

See Quarantine Policy for animal quarantine details See NHP policy for primate specific waste

Drafted by	Date	Reviewed by	
AG/NG	4-04	CD	
Revised	Date	Reviewed by	
AG	4-12	NG	
AG	3/2020	NG	

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Environmental Control B. Animal Waste

Animal waste is gathered in trash receptacles daily in the barn area as cages are cleaned. Soiled newspaper from under cages is disposed of in feed bags then put in the trash cans.

Aviary clean up of pellets and small tortoise feces are bagged and disposed of in the feed bags then to the lined main trash bins near the barn.

Manure from the large animals is considered clean waste and is used in the feeding of trees and pastures. It is picked up from bedroom areas daily or as often as needed and spread out to dry and prevent fly infestation.

NHP waste is removed and double bagged in specific NHP waste bin.

Carnivore – We do not have any carnivores at this time that require special waste removal. This plan will need an amendment if one were to be accepted.

Drafted by	Date	Reviewed by	
AG	4-04	CD	1.1
Revised	Date	Reviewed by	
AG	7-17	KE	

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Environmental Control C. Trash Pick up

Trash is picked up by a private service on Friday from the bins placed at the end of the driveway. All barn trash is to be bagged and double bagged in sealed plastic sacks for pick up by 8 am.

Animal bodies suspected of disease or alien species are picked up by the Health Department. Use the report form and fax immediately to the Health department to arrange for a Humane Society officer to pick up the body.

Animal bodies not diseased or those euthanized for traumatic injury may be buried in the orchard area per approval of DLNR and USFW authorities. Expected deaths of sanctuary residents are reported to the attending veterinarian per the Animal Plan of Care and state permitted species to the HDOA. If no necropsy is required burial is permitted.

Contaminated waste is double bagged in the special blue bags and will be removed to the Humane Society receptacle for incineration.

Sharps containers when full are to be taped shut and disposed of by a licensed medical waste company (LMWC) or taken to a veterinarians office for pick up by the LMWC.

Drafted by	Date	Reviewed by
AG	4-04	CD
Revised	Date	Reviewed by
AG	7-17	KE

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Environmental Control D. Rodent

Mice- Box traps shall be set monthly or more as needed in the barn and feed rooms and checked at least daily to monitor if mice are invading these areas. Keep the feed room door shut when not in use to prevent entry of mice. If a mouse enters the feed room may have to be emptied of feed and the mouse removed if it cannot be caught promptly. A keeper may relocate the mice at least 1 mile from the facility. Care must be taken wash hands after handling the box traps.

Rats- Electric rat zapper traps are set monthly or as needed in the barn and garage areas and baited nightly as needed. Rats are caught on occasions and these events are logged in the communication book so keepers can be aware of potential rat nest activity in the area. Monitor any sign of rat trails, chewing, damage to loft areas or feces. Rat traps (snap type) are used if rat signs develop or if a rat is visualized and is not caught immediately in a rat zapper. Rat bodies are disposed of by bagging and removing to the county land-fill.

Drafted by	Date	Reviewed by	
AG	3-04	CD	1.0
Revised	Date	Reviewed by	
AG	7-15	NG	
AG	3/2020	NG	

Three Ring Ranch Exotic Animal Sanctuary

Telephone 808-331-8778 Fax 331-8773

animals@threeringranch.org

www.threeringranch.org

Environmental Control E. Pest Control

Flies -automatic fly and bug unit is set in the main barn which sprays a bird safe spray of plant (citronella based) repellent to prevent flies and mosquito infestation in the barn areas and keep the animals comfort level high. Keep all waste materials covered and keep any fly attractive objects covered to prevent infestation. Dump any standing water to prevent mosquito breeding.

Animal fly repellent- animal fly repellents shall be mixed according to the manufactures direction and stored in labeled containers by the sink on a covered designated shelf. The empty containers shall be disposed of according to the manufactures direction. If at all possible we will use natural products such as Leleshewa oil.

Mosquitoes- are controlled by the use of the Sonic Web system or similar device. The Sonic Web is to be set from dusk to dawn during of high mosquito population season. No standing water is left where mosquitoes can lay eggs.

Lice -are kept out of the barn area by not allowing any birds to nest in the rafters and drop contaminated materials on the concrete floors. If birds attempt to nest build, remove the nest immediately and hang the foil spinners as visual deterrents in the rafters. Openings are kept screened. DE is used in areas where birds have or attempted to nest.

Mites- DE is used to control mites in areas where they are seen, q 30 days in hen yard, biannual or more in parrot trays. Q60 day program for aviaries and around NHP habitats.

Date	Reviewed by
3-04	CD
Date	Reviewed by
7-15	NG
3/2020	NG
	3-04 Date 7-15

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Environmental Control F. Predator Control

DLNR- has recommended the use of live traps for mongoose and feral cat control around all areas openly housing endangered Hawaiian species of waterfowl.

Hav-a-hart- live traps are set monthly or more frequently and we check baited or set traps twice a day. We will take any feral cats caught to the Humane Society for adoption or euthanization. Adult mongoose are euthanized to control leptospirosis per Dept of Agriculture guidelines. No trap is left set in an area unchecked. A notice is posted in the communication book of where and when traps are set.

Perimeter fences- are maintained in secure order and walked on a regular basis to check for any signs of attempted predator entry by digging or other means. All entry is via coded entry gate or locked door.

Poison is not used on site or around the facility to avoid the accidental dosing of non-pest species.

Drafted by	Date	Reviewed by	
AG	4-04	CD	_
Revised	Date	Reviewed by	
AG	7-15	NG	
AG	3/2020	NG	

From:
Sent:
To:
Subject:

Patti Mickelsen Tuesday, October 26, 2021 3:06 PM HDOA.PQ.TESTIMONY [EXTERNAL] SUPPORT FOR 3 RING RANCH

To the Advisory Committee on Plants and Animals:

This letter is to send every possible positive comment and expression of support for the request to help animals submitted by 3RR. They hope to provide sanctuary for eleven lemurs and one Black Capped Capuchin. These animals urgently need care from an accredited sanctuary, as their current facility on the mainland has been closed. There is truly no more wonderful place these lucky animals could go...3RR is a superb sanctuary. 3RR should be allowed to accept these animals in need, without delay. The decades of exceptional care 3RR has provided to all the animals at their GFAS/ASA accredited sanctuary, make it abundantly clear that these animals could be sent to no finer facility. The lemurs and monkeys currently enjoying life at 3RR would certainly agree! I have spent many, many days at 3RR, and have observed the amazing enrichment all the animals receive every single day. Their diets are incredible, prepared for each individual animal's needs. The attention to every detail of each animal's well-being is unparalleled. 3RR already have suitable habitats for these new animals, and the experience and ability to meet their every need. The humans at 3RR are the most dedicated and caring people you could find to care for these lucky lemurs and capuchin. The habitats have been recently inspected by the Hawaii DOA, and will provide a safe, stable and more than adequate place for these animals to have the best possible lives. I trust the State of Hawaii will do the obviously right thing and welcome these animals in need to 3RR. If I can provide any further information, please do not hesitate to contact me. I happily recommend 3 Ring Ranch without reservation. Mahalo for your kind attention. Aloha.

Patti Mickelsen

From:
Sent:
To:
Subject:

Brynn Hainey Wednesday, October 27, 2021 6:04 AM HDOA.PQ.TESTIMONY [EXTERNAL] Support for 3RR

To whom it may concern,

I write to you today in support of Three Ring Ranch's conservation and animal welfare efforts. Three Ring Ranch (3RR) should be permitted to accept up to 11 lemurs and 1 capuchin monkey. I ask that you please consider their request and update the permit conditions so that these animals can be moved swiftly as their care and wellbeing should be top priority. These animals would be able to thrive at 3RR. Keepers at the facility have been fortunate enough to work with these species day in and day out over the past years and are more than equipped to handle these additions. 3RR has the space and financial ability to appropriately care for these animals and habitats are already in existence. The sanctuary will not be overextending by accepting these animals nor would doing so put other sanctuary residents at risk. I urge you to please consider their permit request as quickly as possible.

I appreciate your time and attention. Kindly,

Brynn Hainey Candidate for Doctor of Veterinary Medicine Midwestern University

Sent from my iPhone

From:	Shari Rooks
Sent:	Wednesday, October 27, 2021 6:58 AM
To:	HDOA.PQ.TESTIMONY
Subject:	[EXTERNAL] SUPPORT FOR 3 RING RANCH
Importance:	High

To the Advisory Committee on Plants and Animals:

My husband and I are sending this letter of support on behalf of Ann Goody and 3 Ring Ranch(3RR). We urge you to approve their request to provide skilled care and safe sanctuary for the eleven ring-tailed Lemurs and one Black Capped Capuchin when the Advisory Committee meets on Friday, October 9th.

My husband, my 2 sisters and myself have volunteered at 3RR every time we visit the Big Island and know from personal firsthand experience that 3RR is a GFAS/ASA accredited sanctuary, inspected by the Hawaii DOA, with more than enough space and trained staff perfectly equipped to care for these animals. 3RR has ample suitable habitats for these new animals and the experience to be able to offer them the same level of care that the lemurs and monkeys currently living the good life there are enjoying. Surely one visit to 3RR would make this abundantly

We believe the perfect home for these animals in need of a perfect home is 3RR and urge you to make it possible for them to be re-homed there. Mahalo, Shari and Fred Koester

From:	COLLEEN SMITH
Sent:	Wednesday, October 27, 2021 11:43 AM
То:	HDOA.PQ.TESTIMONY
Subject:	[EXTERNAL] MY SUPPORT FOR 3 RING RANCH

To the Advisory Committee on Plants and Animals:

I am sending this letter to you for the sole purpose of expressing to you how much your support is needed to help rescue and provide a safe, healthy and nurturing environment to the animals being requested by 3RR. I know from multiple volunteering experiences I have had there, 3RR's expert staff under the guidance of Drs. Ann and Norm Goody will provide an excellent sanctuary and much needed care for the eleven (11) Lemurs and one (1) Black Capped Capuchin monkey. Each animal there receives a specific diet, exercise plan and proper human interaction specific for their species. 3RR ensures the habitats they provide meet (and often exceed) each animals needs. I believe the habitats were recently inspected by the Hawai'i DOA and were found to be safe and substantive.

I understand these animals are needing to be relocated as their currently facility has been closed. Therefore it is critical to transfer them to an accredited sanctuary where they can receive the much need care for a healthy transition to a new environment and more importantly, thrive in their new surroundings. Time is of the essence.

There is no better choice than 3RR to become their sanctuary and forever home. Through decades of exceptional care, 3RR has proven they are worthy of their GFAS/ASA accreditations making it abundantly clear that these animals will be taken care of and provided a safe and healthy sanctuary. As there are already lemurs and monkeys living at 3RR, all who came from traumatic situations who now thrive and live happily at 3RR, there could be no doubt in your minds, 3RR is the right home for these animals in need.

I am asking the State of Hawai'i to act swiftly and do the right thing by allowing these animals in dire need to be welcomed with open, and very capable hands and loving hearts to 3RR.

I can think of no finer ending other than to recommend 3RR, without any hesitation or reservation, to become the recipients of these animals as I know they will be safe, cared for and thrive in 3RR's hands.

If I can provide you any further details, please do not hesitate to contact me. Mahalo for your kind consideration. Aloha,

Colleen M Smith

From:	Linda Bick
Sent:	Wednesda
To:	HDOA.PQ.
Cc:	Ann Good
Subject:	(EXTERNA
-	

nda Bicknell /ednesday, October 27, 2021 4:49 PM DOA.PQ.TESTIMONY nn Goody :XTERNAL] Three Ring Ranch Support

To whom it may concern,

The Three Ring Ranch (3RR) should be permitted to accept up to 11 lemurs and 1 capuchin monkey. Please update the permit conditions so that this can be done urgently. 3RR has decades of exceptional accredited history in animal care without escape, injury or citation. The 3RR remains accredited by GFAS and ASA, and is the only accredited sanctuary in Hawaii.

There are already rescued ring tailed lemurs and capuchin monkeys at 3RR so the Keepers there are experts in providing them safe, stimulating healthy homes. The conditions given to 3RR at the time of the last lemur & capuchin import, 10/26/2019, have been carefully adhered to at all times. All the NHP at 3RR receive exceptional care including enrichment, nutrition, healthcare and psychological care. 3RR has the space and financial ability to care for these animals. 3RR habitats are already in existence and have been recently inspected by HI DOA. These areas will provide safe, stable environments for the animals and allow them to be integrated into social groups with other 3RR residents. The sanctuary is not going to be overextended to accept these animals nor would accepting them put other sanctuary residents at risk.

These creatures deserve a chance for a safe life and 3RR is more than capable of providing it.

I am a 16 year volunteer zookeeper at the 3RR and am proud of the work that we do for animals and in the community with educational programs and youth. The previously accepted primates have blossomed and thrived at 3RR and newly built habitats await the latest rescues in need. Please approve the importation and update the permit as soon as possible.

Sincerely, Linda Hunnicutt-Bicknell

Sent from my iPad

GEORGE HERSHBERGER



October 27, 2021

HDOA.PQ.TESTIMONY@HAWAII.GOV

Aloha!

Please consider permitting The Three Ring Ranch to accept 11 additional Ring Tailed Lemurs and 1 additional Black Capped Capuchin Monkey per their request. Three Ring Ranch has served as a caring sanctuary for animals for over three decades and provided loving enrichment for the those animals in their sphere. 3RR has the space and the financial capacity to provide for these additional animals which are in need at this time. Thank you.

Sincerely yours,

s/George Hershberger

From:	Regina DoDaro Romero Serrano
Sent:	Wednesday, October 27, 2021 10:35 PM
To:	HDOA.PQ.TESTIMONY
Subject:	[EXTERNAL] Letter of Support for Three Ring Ranch

Dear Advisory Committee of Plants and Animals,

Three Ring Ranch Exotic Animal Sanctuary is an exemplary example of sanctuary professionalism and compassion. I have had the pleasure of working with the ranch as both a board member and a professional partner. As the Director of Animal Control for Hawai'i County, I lean on the ranch to help provide animal education to my Officers. Additionally, the ranch aids the county in helping to field many animal questions to the public, coordinate rescues, network resources and provide rehabilitation to wildlife and other animals.

I worked with Dr. Ann and Dr. Norm Goody over the years collaborating on the rescuing of animals from natural disaster crises such as the Kilauea lava flow of 2018. The Ranch networked food resources for community fosters, provided medical support via veterinarians and veterinary students to injured animals evacuated from the area. They also provided temporary and permanent placement for animals who were displaced from their homes.

The Ranch has always been careful and mindful of their capacity for care by considering the well-being of the permanent residents first and foremost. These residents receive the necessary care to lead healthy, happy and mentally enriched lives via volunteers and veterinary students. I urge the committee to consider Three Ring Ranch as a home for lemurs in need. The Ranch has proven to be a stable and safe place for animals, including its two lemur residents, Maddie and Mo. It would be a wonderful addition to the Ranch to expand its lemur social structure and for the community to learn more about these special creatures.

Thank you, Regina

Regina DoDaro Romero Serrano Animal Control Director, Hawai'i County

Work Cell: (808) 937-9369 hpdanimalcontrol@hawaiicounty.gov



Rebecca Richard, DVM Wildlife Veterinary Services CA license #14522

October 28, 2021

To Whom It May Concern:

I am writing in support of Three Ring Ranch's ability to house and provide care for several ring-tailed lemurs and capuchin monkeys currently involved in a rescue effort. 3RR is an exceptional facility that offers its residents a high quality of life and whose staff is trained in the management and rehabilitation of traumatized small primates. They have appropriate enclosures available for these animals and have been recently inspected by the Hawaii Department of Agriculture. Their standards for care meet or exceed USDA and state requirements. Additionally, they are able to quarantine animals in place at the sanctuary, which greatly alleviates stress and psychological trauma associated with increased testing and travel.

3RR is truly an ideal home for these animals. Animal keeper staff has experience with these particular species and offer enrichment, appropriate veterinary care, superlative nutrition, and excellent housing options. I personally have observed the greatly improved clinical presentation of rescued capuchins and lemurs under the care of 3RR; these animals were previously poorly housed and exhibited behavioral abnormalities. After two years under the care of 3RR, they are thriving, healthy, and demonstrate improved psychological health.

The sanctuary has the facilities and funding to support the rescue of these animals. The primates deserve a chance to life comfortably and with appropriate care and be integrated into social groups. Please consider approval of the permitting to allow this rescue.

Thank you for your time,

Rehard and

Rebecca Richard, DVM

From:	Jan Marson
Sent:	Thursday, October 28, 2021 9:07 AM
То:	HDOA.PQ.TESTIMONY
Cc:	animals@threeringranch.org
Subject:	[EXTERNAL] Support Three Ring Ranch

Dear Advisory Committee,

This is a letter of support for Three Ring Ranch Lemur and Capuchin expansion project. We live directly next door to the ranch and have felt completely satisfied and safe with the animal rescue sanctuary. We have spent time on the ranch and have observed top notch safety and animal care practices. There appears to be more than adequate space for this project. Please permit Three Ring Ranch to accept 11 lemurs and 1 capuchin monkey as soon as possible. We believe this is in best interest of the afore mentioned animals.

Thank you for your consideration and please feel free to contact me with any comments, questions, or concerns at this email or at

Respectfully submitted,

Jan T. Marson

Attachment 50

Putnam, Noniponimoi K

From:	
Sent:	
To:	
Cc:	
Subject	

Trisha Hansen Friday, October 29, 2021 9:10 AM HDOA.PQ.TESTIMONY animals@threeringranch.org [EXTERNAL] Three Ring Ranch

Date: October 27, 2021 at 4:48:42 PM HST To: <u>HDOA.PQ.TESTIMONY@hawaii.gov</u> Cc: Ann Goody <<u>animals@threeringranch.org</u>> Subject: Three Ring Ranch Support

To whom it may concern,

I am writing to express my belief that Three Ring Ranch (3RR) should be permitted to accept up to 11 lemurs and 1 capuchin monkey. I ask that you please update the permit conditions so that this can be done ASAP.

3RR has decades of exceptional accredited history in animal care without escape, injury or citation. The 3RR remains accredited by GFAS and ASA, and is the only accredited sanctuary in Hawaii.

There are already rescued ring tailed lemurs and capuchin monkeys at 3RR so the Keepers there are experts in providing them safe, stimulating healthy homes. The conditions given to 3RR at the time of the last lemur & capuchin import, 10/26/2019, have been carefully adhered to at all times. All the NHP at 3RR receive exceptional care including enrichment, nutrition, healthcare and psychological care.

3RR has the space and financial ability to care for these animals. 3RR habitats are already in existence and have been recently inspected by HI DOA. These areas will provide safe, stable environments for the animals and allow them to be integrated into social groups with other 3RR residents. The sanctuary is not going to be overextended to accept these animals nor would accepting them put other sanctuary residents at risk. These creatures deserve a chance for a safe life and 3RR is more than capable of providing it.

I am a volunteer at the 3RR and am proud of the work that we do for animals and in the community with educational programs and youth. The previously accepted primates have blossomed and thrived at 3RR and newly built habitats await the latest rescues in need. Please approve the importation and update the permit as soon as possible.

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SincerelY, Trisha Hansen

STATE OF HAWAI'I CIRCUIT COURT OF THE FIRST CIRCUIT CASE NUMBER 1CCV-21-0000578	TO ANSWER	MMONS FIRST AMENDED D COMPLAINT	
PLAINTIFF'S NAME & ADDRESS, TEL. NO. Emily A. Gardner #6891 Emily A. Gardner, Attorney at Law, LLLC 4348 Walalae Avenue, Suite 256 Honolulu, HI 96816 Tel: (808) 348-0929			Electronically Filed FIRST CIRCUIT 1CCV-21-0000578 11-MAY-2021 01:42 PM Dkt. 14 SUMM
PLAINTIFF Lise Madson	VS.	DEFENDANT(S) Hawaii Department of Agriculture, Phyllis Shimat Geiser, in her Capacity as of the Hawaii Board of Agr	
TO THE ABOVE-NAMED DEFENDAN You are hereby summoned and EMILY A. GARDNER		he court and serve upon	27 - 56 R
plaintiff's attorney, whose address is s 20 days after service of this summons will be taken against you for the relief	stated above, an answ s upon you, exclusive	of the date of service. If you	herewith served upon you, within
THIS SUMMONS SHALL NOT B PREMISES NOT OPEN TO THE COURT PERMITS, IN WRITING A FAILURE TO OBEY THIS SUM JUDGMENT AGAINST THE DIS	GENERAL PUBLIC, ON THIS SUMMONS	UNLESS A JUDGE OF THE PERSONAL DELIVERY D T IN AN ENTRY OF DEFAUL	ABOVE-ENTITLED URING THOSE HOURS.
DATE ISSUED CLERI MAY 11, 2021 /s	K / N. ANAYA	CIRCUIT COL	JRT CLERK
The original document is filed in via eCourt Kokua at: http://www	n the Judiciary's electron courts.state.hl.us	ic case management system wh	nich is accessible
reasonable accommodation for OAHU- Phone No. 808-539-440 HAWAII- Phone No. 808-961-74	a disability, please conta 00, TTY 808-539-4853, I 424, TTY 808-961-7422,	and other applicable state and fa act the ADA Coordinator at the C FAX 539-4402; MAUI- Phone No , FAX 808-961-7411; KAUAI- Ph) working days prior to your hea	Circuit Court Administration Office on 5. 808-244-2929, FAX 808-244-2777; 10ne No. 808-482-2365,

R

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Emily A. Gardner #6891

Emily A. Gardner, Attorney at Law, LLLC 4348 Waialae Avenue, Suite 256 Honolulu, HI 96816 Tel: (808) 348-0929 Email: egardner808@gmail.com

Electronically Filed FIRST CIRCUIT 1CCV-21-0000578 11-MAY-2021 01:16 PM Dkt. 10 CAMD

Attorney for Plaintiff LISE MADSON

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

Lise Madson,

Plaintiff,

v.

Hawaii Department of Agriculture, Phyllis Shimabukuro-Geiser, in her Capacity as Chairperson of the Hawaii Board of Agriculture, DOE Defendants 1-10,

Defendants.

CIVIL NO.: 1CCV-21-0000578 (Declaratory Judgment)

FIRST AMENDED VERIFIED COMPLAINT FOR DECLARATORY RELIEF

FIRST AMENDED VERIFIED COMPLAINT FOR DECLARATORY RELIEF

COMES NOW, Lise Madson, ("Plaintiff") by and through her undersigned

counsel, and brings the following allegations and claims against the State of

Hawaii Department of Agriculture and Phyllis Shimabukuro-Geiser, in her Capacity as Chairperson of the Hawaii Board of Agriculture ("Defendants"):

I.

JURISDICTION AND VENUE

- This Court has jurisdiction and venue over the above Defendants under Hawaii Revised Statutes § 666-1(1) which provides original jurisdiction to hear and determine all claims against the State founded upon any statute of the State; or upon any regulation of an executive department.
- 2) Venue is proper before this Court under Hawai'i Revised Statutes § 603-36(5).

П.

PARTIES

- Plaintiff Lise Madson is and was at all times relevant hereto a resident of the State of Hawaii who resides in Mountain View, Hawaii.
- Defendant Hawaii Department of Agriculture is an executive department of the State of Hawaii.
- Defendant Phyllis Shimabukuro-Geiser is the Chairperson of the Hawaii Board of Agriculture.
- 6) Plaintiffs have reviewed records that were made available to them in order to ascertain the true and full names and identities of all defendants in this action, but no further knowledge or information regarding the parties responsible is

available at this time and Plaintiffs are unable to ascertain the identity of the defendants in this action designated as DOE DEFENDANTS 1-10 ("Doe Defendants"). Doe Defendants are sued herein under fictitious names for the reason that their true names and identities are unknown to Plaintiffs except that they may be connected in some manner with Defendants and may be agents, attorneys, servants, employees, employers, representatives, co-venturers, co-conspirators, associates, or independent contractors of Defendants and/or were in some manner responsible for the injuries or damages to Plaintiffs and their true names, identities, capacities, activities and responsibilities are presently unknown to Plaintiffs or their attorney.

III.

FACTS

- 7) Plaintiff owns a Vasa parrot, *Coracopsis vasa*. She has owned the bird since 2014 but was unable to bring the bird with her when her family relocated to Hawaii in 2019 from Oregon because this species of parrot is presently listed on the Department of Agriculture's list of Restricted Animals. Plaintiff developed a strong bond with the bird as it served as her companion while she was recovering from a traumatic and serious physical injury.
- 8) There are roughly 350 species of parrots in the world. Of the roughly 350 species of parrots, only four currently appear on the Department of

Agriculture's list of Restricted Animals and require a private use permit for import into the State of Hawaii. The vast majority of parrot species are presently listed on the Department of Agriculture's list of Conditionally Approved Animals and do not require a private use permit for import into the State of Hawaii. Animals on the Conditionally Approved list may be imported into the State of Hawaii for individual or personal use, including for use as a pet.

- 9) When Plaintiff was preparing to relocate to Hawaii in 2019, she reviewed the Department of Agriculture's lists of Conditionally Approved Animals and Restricted Animals, pursuant to HAR § 4-71. Plaintiff was surprised to see that the Vasa parrot was included on the Department's list of Restricted Animals and thought it might have been a typo.
- 10) As a longtime owner of a Vasa parrot, Plaintiff knew the species was neither endangered or threatened and that it had certain physical and behavioral traits that make it difficult to breed, both in the wild and in captivity. The species is only found naturally in Madagascar but is sometimes kept as a pet due to the species' high intelligence. Deliberate attempts to colonize the species in other parts of the world have failed.
- 11) Plaintiff contacted the Department of Agriculture's Plant Quarantine Branch in early 2019 and inquired whether and how she might be able to import her bird

into Hawaii. Plant Quarantine Branch staff recommended that Plaintiff submit a petition to reclassify the bird from the Restricted to the Conditionally Approved Animal list, and import the bird for individual use/or, to apply for a private use permit to conduct scientific research with the bird as a Restricted Animal.

12) The Hawaii Agricultural Board administrative rules, HAR § 4-1-23(a), provides, in relevant part:

The adoption, amendment, or repeal of any rule of the board may be made by the board on its own motion, or by petition of <u>any interested person</u> or agency.

- 13) On July 15, 2019, Plaintiff, pursuant to Hawaii Administrative Rule (HAR) § 4-1-23(a), and the recommendation of the Plant Quarantine Branch, submitted a petition to Defendants through Defendants' Plant Quarantine Branch, to initiate rule making and rule amendment to Chapter 4-71, HAR to change the placement of the Vasa parrot, *Coracopsis vasa*, from the List of Restricted Animals (Part B) to the List of Conditionally Approved Animals. When and if the bird was reclassified from a Restricted Animal to a Conditionally Approved Animal, Plaintiff would be entitled to seek a permit to import the bird into the State for individual use.
- 14) Plaintiff submitted the requisite \$2,500 processing fee to Defendants at the same time and along with her petition.

- Defendants, through their Plant Quarantine Branch, acknowledged receipt of Plaintiff's petition on July 22, 2019.
- Plaintiff's bank records establish that Defendants cashed Plaintiff's check for the \$2,500 petition processing fee on January 17, 2020.
- 17) Defendants' Plant Quarantine Branch originally submitted Plaintiff's petition to the Agriculture Board on March 24, 2020. The submittal was signed by Jonathan K. Ho, Acting Manager of the Plaint Quarantine Branch, and stated that "Section 4-1-23(c) Hawaii Administrative Rules (HAR) requires after filing such a petition, the Board must either deny the Petition or initiate rule making." In his March 24, 2020 submittal to the Agriculture Board, Mr. Ho also stated that "Ms. Madson's Petition appears to conform to the[se] procedural prerequisites for Board consideration."
- 18) The Agriculture Board formally considered Plaintiff's petition to initiate administrative rule making at its April 14, 2020 meeting. The petition was presented by Plant Quarantine Branch staff. During the Board's consideration, Defendant Chairperson inquired why the Plant Quarantine Branch failed to provide a recommendation for action on Plaintiff's petition. Plant Quarantine Branch senior staff, Trenton Yasui, stated that the Branch was not able to make a recommendation due to a lack of technical information typically generated by advisory review.

- 19) The Plant Quarantine Branch stated that it lacked technical information to make a recommendation to the Agriculture Board for its' April 14, 2020 meeting despite the fact that the Plant Quarantine Branch had acknowledged receiving Plaintiff's petition more than eight months before and had cashed Plaintiff's check for the \$2,500 processing fee, more than two months before.
- 20) Because the Plant Quarantine Branch failed to provide the Agriculture Board with the technical information it needed to properly consider Plaintiff's petition, the Agriculture Board voted to deny Plaintiff's petition, pending the completion of an advisory review by the Plant Quarantine Branch. Due to COVID-19, the Agriculture Board meeting was not held publicly, and Plaintiff was unable to attend.
- 21) Neither the Plant Quarantine Branch nor the Department, nor the Chairperson of the Agriculture Board provided Plaintiff with a written notice of its denial of Plaintiff's petition at its April 14, 2020 meeting and the reasons, therefore as required by Hawaii Revised Statutes § 91-6 and HAR 4-1-24.
- 22) Plaintiff's permit application to conduct private research on the bird and import it into the State of Hawaii as a Restricted Animal was considered and denied by the Agriculture Board during a subsequent meeting of the Agriculture Board on December 15, 2020. Plaintiff was provided with written notice of the

Board's decision to deny her research permit application which was dated January 15, 2021.

- 23) Plaintiff is not contesting the Board's decision to deny her permit application for research as a Restricted Animal. The time to do so has lapsed. Plaintiff notified the Department that she was not contesting the Department's denial of her research permit application on February 2, 2021.
- 24) Plaintiff had also submitted an application to the Department of Agriculture to import the bird as an emotional support animal as a Restricted Animal in July 2019. This permit application was denied by the Board Chairperson in writing on August 7, 2020. In its letter of denial, the Department stated that it viewed the use of an animal for emotional support to be "equivalent to individual possession or personal use of an animal." Plaintiff is not contesting the Board's decision to deny this permit application for use of a Restricted Animal as an emotional support animal. The come to do so has lapsed. Plaintiff notified the Department that she is not contesting the Department's denial of her permit application to import the bird as a Restricted Animal as an emotional support animal.
- 25) Plaintiff has notified the Department in writing that she is no longer pursuing her permit applications to import the bird as a Restricted Animal for the purpose of conducting research or as an emotional support animal, and, that she is only

continuing to pursue her petition to initiate administrative rule making and rule amendment to change the list placement of the Vasa parrot from the Restricted Animal List to the Conditionally Approved Animal list and import the bird for individual use.

- 26) During the December 15, 2020 Agriculture Board meeting, Plaintiff's petition to initiate administrative rule making and rule amendment to Chapter 4-71, Hawaii Administrative Rule (HAR) to change the list placement of the Vasa parrot, *Coracopsis vasa*, from the list of Restricted Animals (Part B) to the List of Conditionally Approved Animals was resubmitted to the Board.
- 27) Jonathan Ho, Acting Director of the Plant Quarantine Branch, notified the Agriculture Board that the Branch did not notify Plaintiff in writing within the 30-day timeframe that the Board had denied Plaintiff's petition, resulting in automatic rule making.
- 28) During the December 15, 2020 Agriculture Board meeting, Defendant Chairperson stated that the Board could deny Plaintiff's petition and direct the Plant Quarantine Branch to route the petition through the review process and come back to the Board at another meeting or could deny the petition consider it at another time.

- 29) Other Agriculture Board members expressed interest in deferring a vote at the December 15, 2020 Board meeting because there "is a lack of sufficient reasons for denial."
- 30) Jonathan Ho informed the Agriculture Board that the Plant Quarantine Branch could complete a full review in February 2021.
- 31) Upon learning that the Plant Quarantine Branch could provide a technical review in February 2021—nearly one year and seven months after it received Plaintiff's petition-- the Agriculture Board voted to further defer a decision on Plaintiff's petition to initiate rule making and rule amendment pursuant to HAR § 4-1-23.
- 32) Due to the Plant Quarantine Branch's repeated failure to provide an internal review of the Vasa parrot to serve as the basis for a recommendation to the Agriculture Board, Plaintiff commissioned a literature review of the species by a biologist holding a Master of Science in Wildlife Management and Conservation Biology who has significant experience in avian invasive species in island ecosystems. The biologist, Phillip Greenwell, opined that the Vasa parrot has an unusually low potential for invasiveness and posed no significant threat to the environment. On February 2, 2021, Plaintiff, through the undersigned counsel, provided the Plant Quarantine Branch with Mr. Greenwell's report to assist them with their internal review process with a letter

inquiring when Plaintiff's petition would again be considered by the Agricultural Board.

- 33) An Avian Ecologist and Professor of Biology at the University of Hawaii at Hilo who has been conducting research on the ecology and conservation of native Hawaiian forest birds for 30 years has reviewed Mr. Greenwell's literature review and support his conclusions that it is "highly unlikely that vasa parrots could successfully establish a breeding population in Hawaii," and "there is no good biological reason for the vasa parrot to have a 'restricted' listing while many other parrot species that have far greater potential for invasion are less restricted."
- 34) The Plant Quarantine Branch and the Defendant Chairperson have failed to resubmit Plaintiff's petition to the Agriculture Board, have failed to issue a letter of denial to Plaintiff, and have failed to initiate rule making and rule amendment. Defendants' actions in failing to act in a timely manner on Plaintiff's petition are not supported by Hawaii law.
- 35) Hawaii Revised Statutes § 91-6, Petition for adoption, amendment or repeal of rules, provides:

Any interested person may petition an agency requesting the adoption, amendment, or repeal of any rule stating reasons therefor. Each agency shall adopt rules prescribing the form for the petitions and the procedure for their submission, consideration, and disposition. <u>Upon submission of the petition</u>, <u>the agency shall within thirty days either deny the petition in writing</u>,

stating its reasons for the denial or initiate proceedings in accordance with section 91-3

36) Moreover, the rules for the Agriculture Board's denial of a rule making petition,

HAR § 4-1-24, Denial of Petition, provides:

Any petition that fails to comply in any material respect with the requirements of this chapter or fails to disclose sufficient reason to justify conducting rulemaking proceedings shall not be considered by the board. The board shall promptly **notify the petitioner in writing of such denial, stating the reasons therefor.** Denial of a petition shall not prevent the board from acting on its own motion, upon any matter disclosed in the petition. The petitioner may seek judicial review of denial.

- 37) The language of Hawaii Revised Statutes § 91-6, Petition for adoption, amendment or repeal of rules is clear, unambiguous, and provides a specific time period within which a state agency must act.
- 38) The Hawaii Supreme Court has ruled that all state and county boards, commissions, departments and offices must conform to the Administrative Procedures Act when acting in a rule making capacity, and, that where language of a statute is plain and unambiguous that a specific time provision must be met it is mandatory and not merely directory. *Town v. Land Use Commission*, 53 Haw. 538.
- 39) There is a lack of sufficient grounds to deny Plaintiff's petition, or, to continue to further defer action on Plaintiff's petition for rule making and rule amendment pursuant to HAR § 4-1-23.

40) Plaintiff is entitled to automatic rule making in accordance with the mandate of HRS § 91-6 and procedures set forth in HRS § 91-3.

WHEREFORE, Plaintiff prays for declaratory relief against Defendants and in favor of the Plaintiff as follows:

- An order requiring Defendants pursuant to immediately initiate rule making and rule amendment to Chapter 4-71, HAR to change the placement of the Vasa parrot, *Coracopsis vasa*, from the List of Restricted Animals (Part B) to the List of Conditionally Approved Animals in accordance with the provisions of HRS 91-3;
- 2. Plaintiff's reasonable attorneys' fees and costs;
- 3. For such other and further relief as the Court may deem just and proper.

Dated: Honolulu, Hawai'i, May 11, 2021

EMILY GARD

Attorney for Plaintiff LISE MADSON

VERIFICATION OF FIRST AMENDED COMPLAINT

I, Lise Madson, declare as follows:

- I have personal knowledge of the facts alleged in the First Amended Complaint and am competent to testify to the matters in the First Amended Complaint.
- 2. I have read the First Amended Complaint in this matter and verify and confirm that to the best of my knowledge, information and belief, the factual allegations contained in the First Amended Complaint are true and correct.

I declare under the penalty of perjury that the foregoing is true and correct. Dated: May 11, 2021

Plaintiff