

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

January 27, 2026

Board of Agriculture and Biosecurity
Honolulu, Hawai'i

Subject: REQUEST FOR APPROVAL TO: (1) ACCEPT, AFTER THE FACT, ANNUAL LEASE RENT AMOUNT DETERMINED BY APPRAISAL FOR THE MAY 1, 2024 RENT REOPENING UNDER GENERAL LEASE NO. S-3109 THROUGH THE CANCELLATION DATE OF THE LEASE, MILTON COLEMAN, JR., LESSEE; (2) CANCEL GENERAL LEASE NO. S-3109, MILTON COLEMAN, JR., LESSEE; (3) ISSUE CANCELLATION DOCUMENT; AND (4) DISPOSE OF THE PARCEL TO THE PUBLIC BY NEGOTIATION; TMK: (1) 4-1-018:048, KO'OLAUPOKO, WAIMĀNALO, ISLAND OF O'AHU, HAWAII

Authority: Sections 166E-5, 6 and 8, Hawaii Revised Statutes (HRS), and Sections 4-158-2(a)(8) and (11), and 33, Hawaii Administrative Rules (HAR)

Lessee: Milton Coleman, Jr.

Land Area: 1.4 acres

Tax Map Key: (1) 4-1-018:048 (see Exhibit "A")

Land Status: Encumbered by Governor's Executive Order No. 4408 to the Department of Agriculture, now known as the Department of Agriculture and Biosecurity ("Department"), for non-agricultural park land purposes in 2012

Lease Term: 35 years, 5/1/2014 to 4/30/2049

Current Rent: \$4,860 per year based on reopening of 5/1/2024

Additional Rent: 1.5 % of the gross proceeds from the sale of commodities produced on the demised premises which exceed the base rental

Permitted Use: Diversified agriculture purposes

BACKGROUND:

The subject lease was awarded to Milton Coleman, Jr. by the Board of Agriculture, now known as the Board of Agriculture and Biosecurity ("Board"), effective May 1, 2014, by way of public auction. The Lessee had originally planned to farm native Hawaiian crops and establish an aquaculture system.

Development of the farm has not progressed as required by the lease and delinquencies of rent and property taxes continue to increase. Agricultural Resource Management Division staff offered multiple repayment plan agreements, but they were rejected by the Lessee. There have been no payments for rent or property taxes since June 2023, and the Lessee has not communicated with staff since June 2024, despite many attempts from staff by telephone, email, and U.S. mail.

The Lessee is in breach with a current lease rent balance due of \$134,524.54 and a real property tax balance due of \$4,098.99. The Lessee is also in breach for non-development of the premises and expired general liability insurance. Many letters demanding remedy of the various lease violations have been sent as summarized on the attached Exhibit "B." The Lessee has failed to remedy the violations within the allotted times, or such additional time allowed in good cause to correct them.

Prior requests to terminate General Lease No. S-3109 were deferred at the Board meetings held on August 27, 2019, April 14, 2020, November 29, 2022, and September 26, 2023.

At the Board meeting held on September 26, 2023, the Lessee was given one last opportunity to work towards a repayment plan and to implement a new plan of utilization and development. See excerpt from the minutes of the Board's September 26, 2023, meeting as they relate to the subject matter attached as Exhibit "C." However, Lessee has not proposed a new repayment plan or responded to any default notices or routine requests to inspect the property.

Staff procured an appraisal report for the rent reopening scheduled under the lease for May 1, 2024. The appraisal determined a substantially reduced rent for the property from \$12,340 to \$4,860 per year. However, staff did not present the new rent to the Board for acceptance because of the numerous defaults under the lease, intending instead to return to the Board with a renewed request for cancellation. Due to retirements and resignations with the Agricultural Resource Management Division ("ARMD"), the matter was not timely brought back to the Board for consideration. In the meantime, 1.75 years have passed with additional rent accruing.

Staff is proposing that the rent from and after May 1, 2024, be charged at the reopened rate of \$4,860 per year through the lease cancellation date, which requires the Board's after-the-fact approval of the reopened rental rate. This is how the rental default was calculated in the most recent Notice of Default sent to Lessee's address of record on

November 3, 2025, by Certified Mail, return receipt requested. The return receipt shows the Notice of Default was received at Lessee's address on November 4, 2025. As of the date of this meeting, the cure periods allowed under the lease (30 days for rent and 60 days for non-rent defaults) have elapsed without cure by Lessee. The Board is therefore authorized to cancel the lease.

On December 2, 2025, ARMD was contacted by Mr. Dale Hardinger, who leases the adjacent property. Mr. Hardinger indicated that after a long period of inactivity on the Lessee's parcel, Mr. Hardinger and his family observed individuals on the property whom they did not recognize and suspected were squatters.

Due to the continued non-compliance, non-development of the premises, and vast interest in Waimānalo agricultural parcels, staff recommends the cancellation of General Lease No. S-3109 and disposition of the parcel to the public so the land can be utilized for farming purposes as originally intended. Staff also recommend referral of the account to the Department of the Attorney General to expedite resolution of the outstanding lease rent balance due.

INTENTIONALLY LEFT BLANK

RECOMMENDATION:

That the Board of Agriculture and Biosecurity:

1. Accept, after the fact, the annual lease rent amount for General Lease No. S-3109 as determined by independent appraisal for the May 1, 2024, rent reopening in the amount of \$4,860 per year through the cancellation date of the lease;
2. Approve the cancellation of General Lease No. S-3109 pursuant to section 4-158-2(a)(8), HAR, and terminate all right, title, and interest granted to the Lessee therein effective as of the date of approval of this submittal;
3. Authorize issuance of a lease cancellation document to be executed by the chairperson and recorded at the Bureau of Conveyances;
4. Authorize staff to prepare TMK: (1) 4-1-018:048 for disposition to the public, pursuant to Subchapters 4-158-24 and 29, HAR; and
5. Approve the request to refer General Lease No. S-3109 as a delinquent account to the Department of the Attorney General for review and disposition in accordance with Section 40-82, HRS.

All related documents are subject to 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
Administrator and Chief Engineer
Agricultural Resource Management Division

Attachment - Exhibit "A"
Exhibit "B"
Exhibit "C"

APPROVED FOR SUBMISSION:



SHARON HURD
Chairperson, Board of Agriculture and Biosecurity

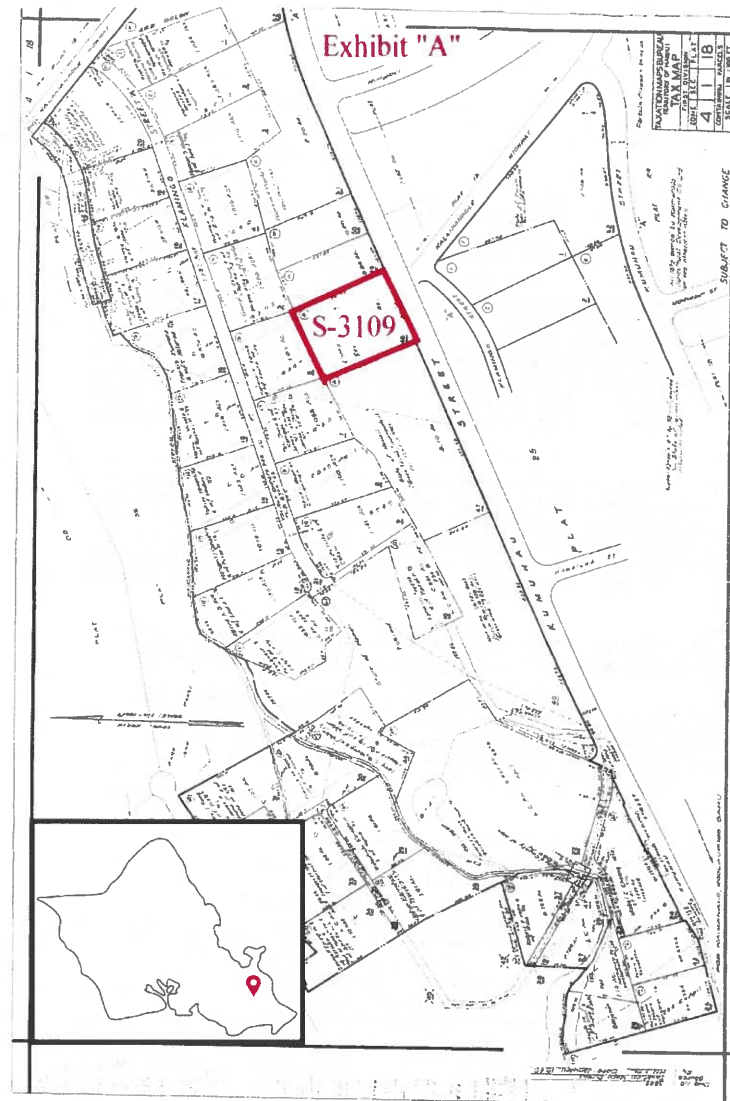


Exhibit "B"

DEFAULT PROCEEDINGS TIMELINE

2015	
February to April	<u>E-mail reminders</u> -Lease rent delinquent
November	<u>Inspection</u> -Non-compliance with rent payments; -Non-development of the premises.
November	<u>Notice of Violation (from DPP)</u> -Branches from private trees on the property encroaching into the sidewalk.
2017	
September	<u>Notice of Default:</u> -Lease rent delinquent in the amount of \$18,015.15; -Real property tax delinquent in the amount of \$4,617.40; -Section 7: utilization time extended to April of 2018.
September	<u>Inspection</u> -Lease rent delinquent; -Non development of the premises (Section 7)
2018	
January	<u>Notice of Default:</u> -Lease rent delinquent in the amount of \$21,418.00; -Real property tax delinquent in the amount of \$4,757.53; -Section 7: utilization time extended to April of 2018.
February	<u>Notice of Default:</u> -Lease rent delinquent in the amount of \$24,699.80; -Real property tax delinquent in the amount of \$4,793.07; -Section 7: utilization time extended to April of 2018.
April	<u>Inspection</u> -Lease rent delinquent; -Non development of the premises (Section 7); -Real property tax delinquent.
November	<u>Notice of Default:</u> -Lease rent delinquent with a balance of \$36,354.70; -Real property tax delinquent in the amount of \$7,008.39; -Non-development of the premises.

DEFAULT PROCEEDINGS TIMELINE

2019	
May	<p><u>Notice of Default:</u></p> <ul style="list-style-type: none"> -Lease rent delinquent in the amount of \$44,094.85; -Failure to provide or maintain Liability Insurance; -Non development of the premises (Section 7); -Real property tax delinquent in the amount of \$7,359.84
June	<p><u>Notice of Default:</u></p> <ul style="list-style-type: none"> -Lease rent delinquent in the amount of \$44,796.95; -Failure to provide or maintain Liability Insurance; -Non development of premises (Section 7); -Real property tax delinquent in the amount of \$7,518.52
August	<p><u>Board Submittal: Lease Termination (Deferred)</u></p> <ul style="list-style-type: none"> -Lease rent delinquent in the amount of \$48,263.85 -Real property tax delinquent in the amount of \$9,536.24
December	<p><u>Inspection</u></p> <ul style="list-style-type: none"> -Lease rent delinquent; -Non development of the premises (Section 7); -Real property tax delinquent.
2020	
April	<p><u>Resubmittal Request: Lease Termination (Deferred)</u></p> <ul style="list-style-type: none"> -Lease rent delinquent with a balance of \$55,252.90 -No real property taxes payments since August of 2016
2022	
September	<p><u>Notice of Default</u></p> <ul style="list-style-type: none"> -Lease rent delinquent with a balance of \$90,029.50; -Real property taxes delinquent; -Paragraph 48: derelict vehicles on the premises; -Non-development of the premises.
September	<p><u>Inspection</u></p> <ul style="list-style-type: none"> -Lease rent delinquent;
November	<p><u>Board Submittal: Lease Termination (Deferred)</u></p> <ul style="list-style-type: none"> -Lease rent delinquent with a balance of \$98,617.00; -Real property tax delinquent with a balance of \$20,150.44.

DEFAULT PROCEEDINGS TIMELINE

2023	
July	<p><u>Notice of Default (Returned)</u></p> <p>-Lease rent delinquent with a balance of \$84,474.33</p>
August	<p><u>Notice of Default (Returned)</u></p> <p>-Lease rent delinquent with a balance of \$85,272.57; -Non-development of the premises.</p>
August	<p><u>Inspection</u></p> <p>-Lease rent delinquent; -COI expired; -Premises need maintenance.</p>
September	<p><u>Board Submittal: Lease Termination (Motion Died)</u></p> <p>-Lease rent delinquent with a balance of \$86,070.81; -Non-development of the premises.</p>
2024	
February	<p><u>Notice of Default (Returned)</u></p> <p>-Lease rent delinquent with a balance of \$96,447.96</p>
May	<p><u>Inspection</u></p> <p>-Lease rent delinquent with a balance of \$102,143.63; -COI expired; -Premises need maintenance; -Real property tax delinquent.</p>
2025	
January	<p><u>Notice of Cancellation: Liability Insurance</u></p> <p>-Received by the Department on January 21; -Cancellation effective date: February 20th.</p>
September	<p><u>E-mail attempt to schedule inspection</u></p>
September	<p><u>Letter attempt to schedule inspection</u></p>
November	<p><u>Notice of Default</u></p> <p>-Lease rent delinquent in the amount of \$133,512.25; -Real property tax delinquent in the amount of \$3,991.10; -Certificate of General Liability cancelled by insurance company.</p>



Department
of Agriculture
STATE OF HAWAII

Approved

**Minutes of the Board of Agriculture
September 26, 2023**

A video recording of this meeting can be found online by visiting this website:
<https://hdoa.hawaii.gov/meetings-reports/>

CALL TO ORDER – The meeting of the Board of Agriculture was called to order on September 26, 2023, at 9:06 am by Board of Agriculture Chairperson, Sharon Hurd. The meeting was conducted virtually via Zoom and in-person from:

*State of Hawaii, Department of Agriculture
Plant Quarantine Branch
1849 Auiki Street*

Members Present In-Person:

Sharon Hurd, Chairperson, Board of Agriculture

Members Virtually Present: Roll call/alone

Russell Tsuji, Chairperson, Board of Land and Natural Resources, Ex Officio Member

Diane Ley, Hawaii Member

Vincent Mina, Maui Member

Fred Cowell, Kauai Member

Randy Cabral, Member-at-Large

En Young, Member-at-Large

James Gomes, Member-at-Large

Mary Alice Evans, Ex-Officio Member – Signed on at 9:09 am

Excused:

Dr. Ania Wieczorek, Interim Dean CTAHR, Ex Officio Member

Deputy Attorney General Present In-Person: DAG Jodi Yi

Others Present In-Person:

Dexter Kishida, HDOA/Chair's Office

Janelle Saneishi, HDOA/Chair's Office

Stephen Dalton, HDOA/IT

Roy Hasegawa, HDOA/ARM

Linda Murai, HDOA/ARM

Brian Kau, HDOA/ARM

1 Kelcie Nagata, DAG

2
3 Others Virtually Present:¹

4 18082260361

5 18084308672

6
7 ADMIN

8 Brandi Ah Yo, HDOA/ARMD

9 Brian Miyamoto

10 Bryan Chinaka (GSI)

11 Caroline Rossi

12 ChunKB

13 Diane

14 Janet

15 Jeff J

16 KoikeK

17 Margarete Olson

18 Pahonu Coleman

19
20
21 II. APPROVAL OF MINUTES FROM 8/22/23 MEETING

22
23 Motion to Approve: Gomes/Ley

24
25 Vote: Approved; 7-1; Abstained: Young

26
27
28 III. INTRODUCTIONS

29
30 IV. COMMUNICATIONS FROM DIVISIONS AND ADMINISTRATION

31
32 A. ANIMAL INDUSTRY DIVISION

- 33
34 1. Request for Approval of a Use Occupancy Agreement (UOA) in favor of
35 the US Navy to Construct and Maintain a Monitor Well and Laydown Area
36 on the Animal Quarantine Station Property.

37
38 Dr. Isaac Maeda, Division Administrator of the Animal Industry presented testimony as
39 submitted.

40
41 Motion to Approve: Cabral/Gomes

¹ The identification of the public members is based on their sign-in name but are not verified.

1
2 Motion to Approve: Gomes/Evans

3
4 Discussion: None.

5
6 Vote: Approved; 9-0
7
8

9 B. AGRICULTURAL RESOURCE MANAGEMENT DIVISION

- 10
11 1. Request for Approval of Grant of Perpetual Access and Utility Easement
12 to the County of Maui, TMK: (2) 2-2-004:006 POR., Keokea, Kula, Island
13 of Maui, Hawaii
14

15 Roy Hasegawa, Property Manager of the Agricultural Resource Management Division
16 presented testimony as submitted.
17

18 Motion to Approve: Evans/Mina
19

20 Discussion:

21 Board Member Mina asked what kind of water meters do they have on that property?
22 Mr. Hasegawa said he will find out what kind of meters.
23

24 Vote: Approved; 9-0
25

- 26 2. Request to Terminate General Lease No. S-3109; Milton Coleman, Jr.,
27 Lessee; Issue Cancellation Document, and Disposition of Lot; TMK: (1)
28 4-1-018:048, Koolaupoko, Waimanalo, Island of Oahu, Hawaii
29

30 Roy Hasegawa, Property Manager of the Agricultural Resource Management Division
31 presented testimony as submitted.
32

33 Motion to Approve: Gomes/Evans
34

35 Discussion:

36 Pahonu Coleman, son of Milton Coleman Jr. said he opposes the termination of his
37 family's farm. He said he is a cultural practitioner, and he weaves lauhala and the farm
38 is where he gathers his materials for weaving. He added that he encourages the board
39 to vote against this termination of his family's place.
40

41 Board Member Evans said she is concerned because this small parcel was awarded to
42 the highest bid in an auction. She added that the disposition of the parcels by auction
43 can lead to a situation where the successful bidder may not be able to generate enough

1 income from the parcel to pay the lease rent. She added that it is concerning because
2 auction may not be the best way to ensure would-be farmers can get land to make a
3 living without having to be overburdened by a lease rent that is above and beyond what
4 the land can provide.

5
6 Board Member Mina said he understands how important it is to have a Native Hawaiian
7 on these agricultural lands. He added that you need to have a bread-and-butter crop for
8 your land. He said he wants to support this family for being on the land, but he wants to
9 have more information on a viable way for them to be able to do that.

10
11 Board Member Young said to make \$20,000 a year on 1.4 acres is tough. He added
12 that the testimony that persuaded him to vote against this item was from Dr. Radovich
13 which said he would help them with a farm plan. He added that Dr. Radovich is
14 knowledgeable about the community and the Waimanalo area and maybe we could give
15 them one more chance until the reopening period. If it doesn't work out, we can move
16 forward with the remedy staff suggests.

17
18 Milton Coleman, member from the public, said they have items growing on the farm that
19 include noni, ulu, kukui, mamaki, lauhala etc. which were planted by their family. He
20 said he submitted the new plan of utilization and development to the ARM division and
21 that they were very conservative in estimating that they'd be generating about \$16,000
22 in sales. The main reason for that is behind the use of invasive trees to produce model
23 canoes, which is one of his backgrounds.

24
25 Mr. Coleman showed the board an example of his model canoes that he makes using
26 the invasive trees. He added that they have calamansi, soursop, cacao etc. growing as
27 well. He also said that the two repeated plans that were provided were rejected because
28 they would need to pay \$10,000 a month. He said he resubmitted a plan of their own
29 and he kept to the plan as long as he could. He could not sign the most recent plan
30 because there was a clause included that would supersede the authority of the board
31 without their need to terminate the lease. He hopes to move forward and continue
32 making payments and follow through with their plan of utilization and development.

33
34 Board Member Ley said she appreciates the fact that the Department has processes to
35 assure equity across all lessees, but she also recognizes that some of the work of the
36 Coleman Ohana is different than the commercial crops that other lessees are engaged
37 in. She added that she wants to urge both parties to keep working towards agreements
38 that are defined and making positive progress.

39
40 Board Member Cabral asked what is in the PUD and what has been done? Mr.
41 Hasegawa responded that the lessee did update it, but the land hasn't been cleared yet
42 and not developed. He also asked whatever the option price was, does the board have
43 the authority to lower that for this current lessee? Mr. Hasegawa said yes, if the

1 appraiser rent is lower, then lessee continues to pay the current rent. If the appraisal is
2 higher, then the new rent for the next period will be the appraised rent. Board Member
3 Cabral asked if the board has the authority to lower the auction price at the time of
4 reopening. Chair Hurd said we'll need to look into that. Board Member Tsuji responded
5 that it might be problematic and maybe AG can look at that because it is not consistent
6 with HRS 171-17.

7
8 Board Member Tsuji said that sometimes the operation of the lessee may not fit the
9 normal type of ag or normal commercial type of operation. He added that he wondered
10 if it was ever explored by the lessee or consultants considering HRS 171-46.1 which
11 allows for leases to be issued to operations to get rents set by the board. He said he
12 thought that this could be a possibility if everyone believes that the purpose of this
13 lessee and what he is trying to achieve on this land is worthy to consider.

14
15 Board Member Evans withdrew her motion to approve the staff recommendation on this
16 item.

17
18 Board Member Gomes said that we should try to work this out. He asked what would be
19 the fair amount for the lessee to be paying rather than the \$12,000? The default that he
20 has, is he able to repay that or will we forgive that? He said according to the pictures
21 that were submitted, it doesn't seem like he did anything to this place. He added that we
22 should look at all of that, but he is in favor of giving this man some wiggle room but not
23 to the point where he will take advantage.

24
25 Board Member Cabral asked if 171 applies to DOA leases or is it just DLNR? Mr.
26 Hasegawa replied that it applies to DLNR leases. Board Member Tsuji added that it
27 applies to all public lands and that he doesn't think it's mandatory and it's at the
28 discretion of the board. AG Yi said we'll need to look at it. Board Member Cabral asked
29 if it was appropriate to defer this item to see if staff can work out an agreement with the
30 current lessee? AG Yi said that it would be up to staff and Mr. Coleman to work it out
31 and try to bring it back to this board a second time.

32
33 The motion to request to terminate the general lease has died.

34
35 Vote: None
36
37

- 38 3. Request for Approval of Waiver of Waimea Irrigation System water used
39 in August 2023 for Firefighting purposes of certain Lalamilo Farm Lots on
40 August 8, 2023, Lalamilo, Waimea, Island of Hawaii, Hawaii
41

42 Brian Kau, Division Administrator, Agricultural Resource Management Division,
43 presented testimony as submitted.

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

January 27, 2026

Board of Agriculture and Biosecurity
Honolulu, Hawaii

Subject: REQUEST FOR AMENDMENT OF PRIOR BOARD ACTION OF OCTOBER 28, 2025, ITEM IV.B.4, APPROVED AS AMENDED, AS THAT ACTION RELATES TO THE MODIFICATION OF GENERAL LEASE S-3138; HAWAII LAND & LIVESTOCK, LLC, LESSEE. THE PURPOSE OF THE REQUESTED AMENDMENT IS TO INCLUDE ONE ADDITIONAL LEASE MODIFICATION, WHICH IS TO DELETE THE LEASE CLAUSE ALLOWING THE LESSOR TO WITHDRAW THE LEASE PREMISES, OR PORTION THEREOF, "FOR LEASING TO RENEWABLE ENERGY PRODUCERS AND/OR FOR THE CREATION OF PHOTOVOLTAIC PROJECTS," HONO'ULI'ULI, 'EWA, O'AHU, HAWAII, TMK: (1) 9-1-031:001.

Authority: Section 166E-3, Hawaii Revised Statutes ("HRS"), and Sections 4-158-2(a)(13) and 4-158-2(c)(5), Hawaii Administrative Rules ("HAR")

Lessee: Hawaii Land & Livestock, LLC

Land Area: 110.106 acres

Tax Map Key: (1) 9-1-031:001
(see Exhibit "A")

Land Status: Encumbered by Governor's Executive Order No. 4584 to the Department of Agriculture for agricultural purposes on May 15, 2019.

Lease Term: 35 years, January 1, 2020 – December 31, 2055 [sic – should be December 31, 2054]

Current Rent: \$18,300.00 per year

Additional Rent: 1.5% of the gross proceeds, which includes revenues from

consignment sales and subletting.

Permitted Use: Solely for diversified agriculture including animal feedlot purposes for finishing prior to slaughter of livestock.

BACKGROUND:

At its meeting of October 28, 2025, under agenda Item IV.B.4, the Board of Agriculture and Biosecurity ("Board") approved, as amended, a number of actions relating to General Lease No. S-3138 ("GL3138"), Hawaii Land & Livestock, LLC ("HL&L"), Lessee, covering the subject land. The Board approved the request of the Department of Land and Natural Resources ("DLNR") and Eurus Energy America LLC ("Eurus") to subdivide TMK: (1) 9-1-031:001 including GL3138 into two parcels consisting of 9.385 and 100.721 acres.

Additionally, the Board approved the modification of GL3138 to reflect a reduction in area from 110.106 to 9.385 acres, a reduction of the annual rent payable under the lease from \$18,300.00 to \$1,600.00 until the first rental reopening under the lease scheduled for January 1, 2030, and correction of the lease expiration date to December 31, 2054.

The Board further delegated to the Chairperson the authority to negotiate and execute the lease modification document to be recorded at the Bureau of Conveyances, and concurred with the partial withdrawal of approximately 100.721 acres, more or less, from Governor's Executive Order No. 4584 dated May 15, 2019 ("EO4584") for reversion to DLNR contingent upon the modification of General Lease S-3138.

The amendment proposed by staff at the October 28, 2025, meeting, and approved by the Board, was to delete the requirement that final subdivision approval by the City and County of Honolulu, Department of Planning and Permitting, be obtained prior to amending the lease.

REMARKS:

Following the Board's action of October 28, 2025, at its meeting of November 14, 2025, under agenda Item H-1, the Board of Land and Natural Resources ("BLNR") approved the withdrawal of approximately 100.7 acres from EO4584 for future renewable energy development. Also on November 14, 2025, HL&L asked the Department of Agriculture and Biosecurity ("DAB") whether the State would agree that no lands would be withdrawn from GL3138 for renewable energy projects once the lease area was reduced to 9.385 acres. HL&L's request relates to the following provisions in EO4584 and GL3138:

EO4584:

RESERVING to the State of Hawaii, Board of Land and Natural Resources the right to issue leases for renewable energy projects on the land to the extent such leases will not unreasonably interfere with

the State of Hawaii, Department of Agriculture's use of the land, provided that the State of Hawaii, Department of Agriculture and its tenants shall not be prohibited from installing photovoltaic arrays or locating other renewable energy projects on the land as long as the power generated thereby is wholly consumed on the land; and provided further that the State of Hawaii, Department of Agriculture and its tenants shall obtain the prior written consent of the Chairperson of the Board of Land and Natural Resources before installing photovoltaic arrays or locating any other renewable projects on the land.

GL3138:

4. Withdrawal. The Lessor shall have the right to withdraw the demised premises, or any portion thereof, at any time during the term of this lease with reasonable notice and without compensation, except as provided herein, for public uses or purposes, for leasing to renewable energy producers and/or for the creation of photovoltaic projects, for constructing new roads or extensions, or changes in line or grade of existing roads, for rights-of-way and easements of all kinds, and shall be subject to the right of the Lessor to remove soil, rock, or gravel as may be necessary for the construction of roads and rights-of-way within or without the demised premises;

(Second emphasis added).

DAB discussed HL&L's request with DLNR and both agencies agreed that HL&L's request is reasonable in view of the reduction of its lease area from 100.721 acres to 9.385 acres. At its meeting of January 9, 2026, agenda Item H-2, BLNR approved the amendment of EO4584 to delete the reservation language quoted above. DAB staff now makes a corresponding request to delete the clause, "for leasing to renewable energy producers and/or for the creation of photovoltaic projects," from GL3138. The rest of Paragraph 4. Withdrawal, would remain in the lease as it is a standard provision of all DAB leases.

RECOMMENDATION:

That the Board of Agriculture and Biosecurity amend its prior action of October 28, 2025, under agenda Item IV.B.4, approved as amended, by modifying recommendation 2 of the prior Board action to read as follows (deletions indicated by bracketed strikethrough and new language indicated by underscoring):

2. Approve the modification of General Lease No. S-3138, Hawaii Land & Livestock, LLC, Lessee, to reflect a reduction in area from 110.106 to 9.385 acres, a reduction of the annual rent payable under the lease from \$18,300.00 to \$1,600.00 until the first rental reopening under the lease scheduled for January 1, 2030, [~~and~~] correction of the lease expiration date to December 31, 2054, and deletion of the following clause from Paragraph 4. Withdrawal on page 8 of the lease: "for leasing to renewable energy producers and/or for the creation of photovoltaic projects,";

All related documents are subject to 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
Administrator and Chief Engineer
Agricultural Resource Management Division

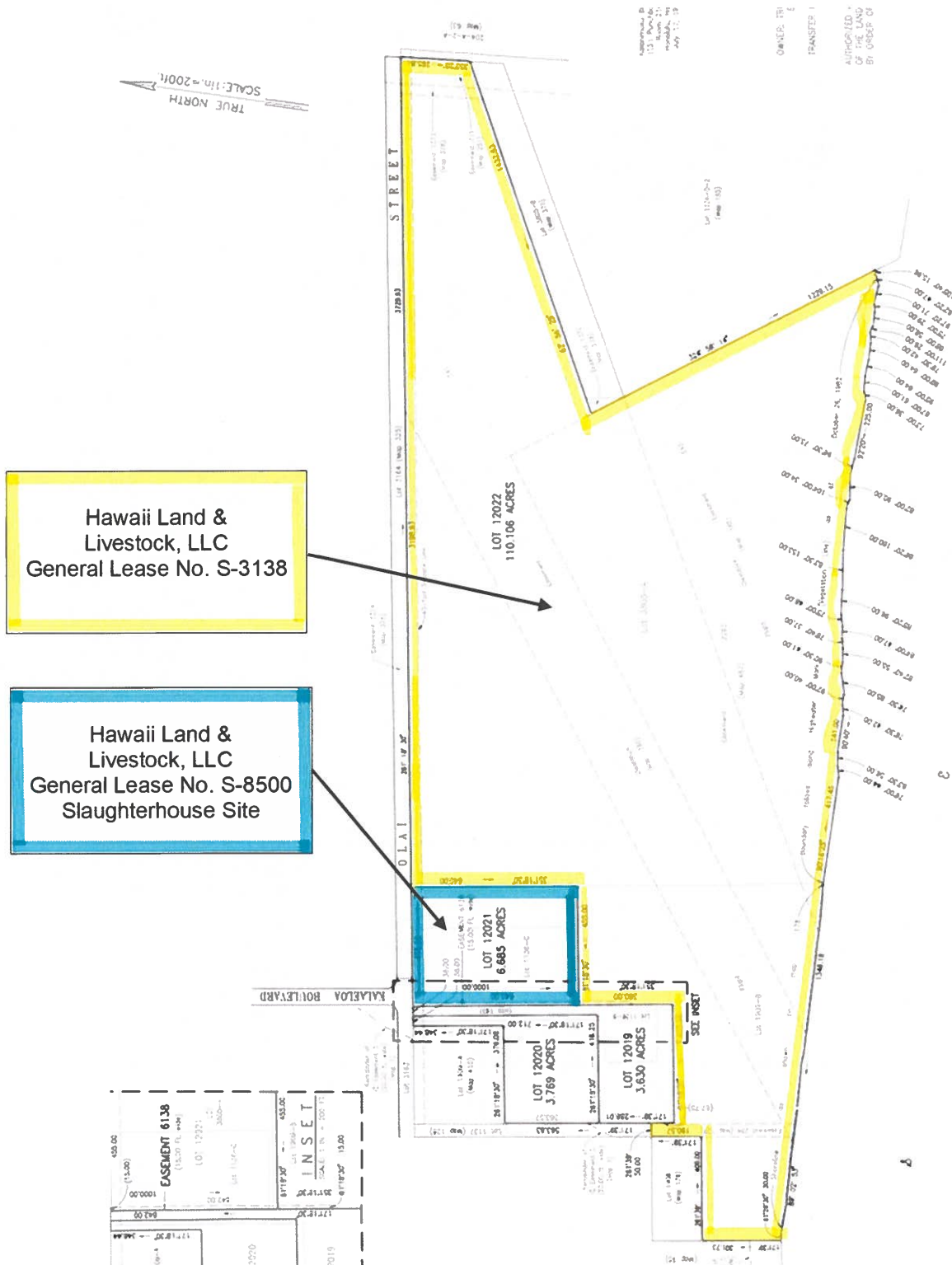
Attachment – Exhibit “A”

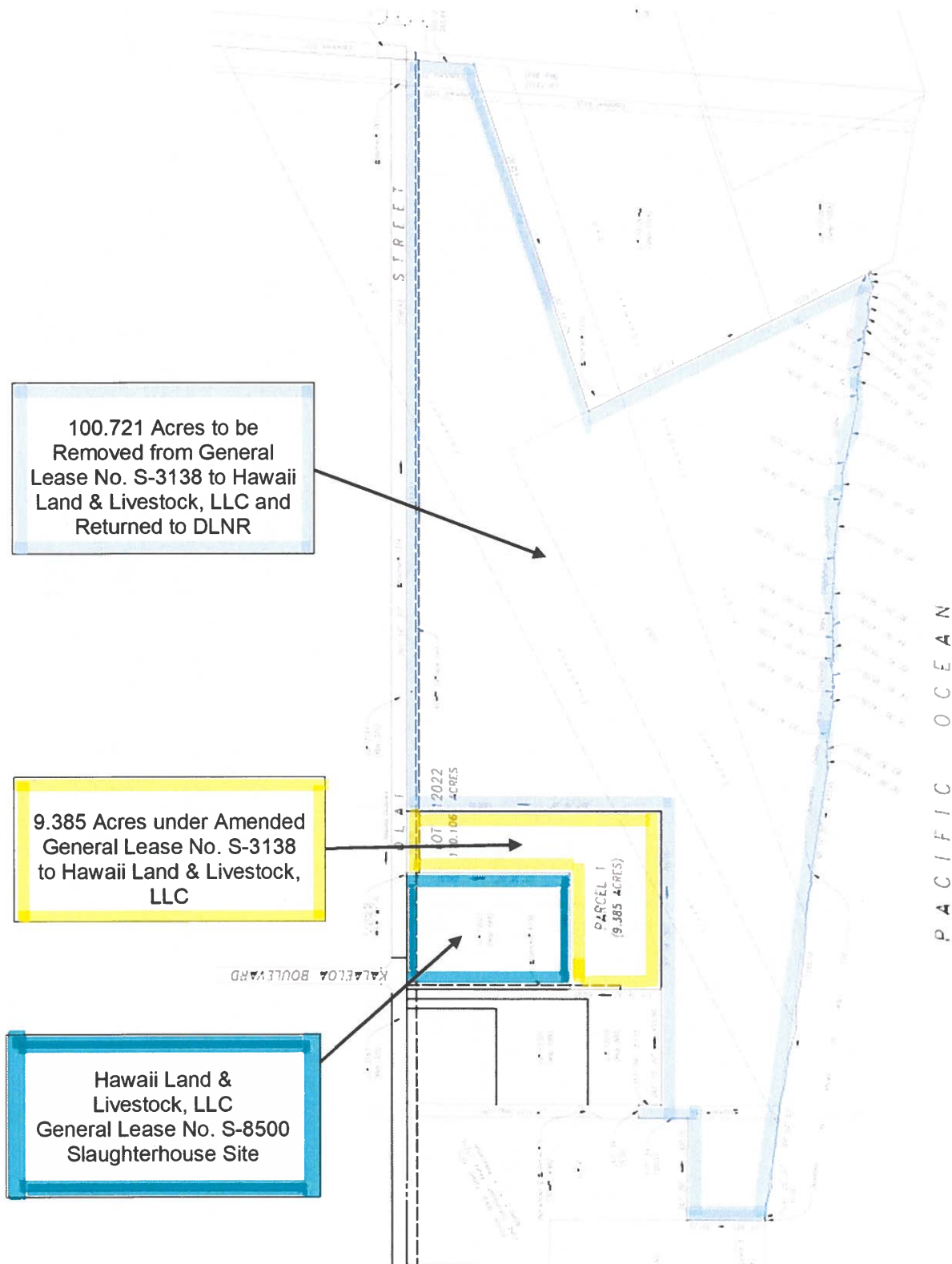
APPROVED FOR SUBMISSION:



SHARON HURD
Chairperson, Board of Agriculture and Biosecurity

EXHIBIT "A"





STATE OF HAWAI'I
DEPARTMENT OF AGRICULTURE AND BIOSECURITY
AGRICULTURAL RESOURCE MANAGEMENT DIVISION
HONOLULU, HAWAI'I

January 27, 2026

Board of Agriculture and Biosecurity
Honolulu, Hawai'i

Subject: REQUEST FOR APPROVAL TO: (1) CANCEL GENERAL LEASE NO. S-4795; EBERLII TROPICAL FLOWERS, INC., LESSEE; (2) ISSUE THE CANCELLATION DOCUMENT; AND (3) DISPOSE OF THE PARCEL TO THE PUBLIC BY NEGOTIATION; TMK: 3rd DIV/1-5-116:032, LOT 05, PĀHOA AGRICULTURAL PARK, PHASE II, KEONEPOKO IKI, PUNA, ISLAND OF HAWAI'I , HAWAI'I

Authority: Section 166-6, Hawaii Revised Statutes ("HRS"), and Sections 4-153-3, 19 and 34, Hawaii Administrative Rules ("HAR")

Lessee: Eberlii Tropical Flowers, Inc.

Land Area: Approximately 5.00 acres

Tax Map Key: 3rdDiv/1-5-116:032 (Exhibit "A")

Lease Term: 55-years, May 1, 1982, through April 30, 2037

Land Status: Encumbered by Governor's Executive Order No. 3380, dated February 26, 1988, to the Department of Agriculture, now known as the Department of Agriculture and Biosecurity, for Agricultural Park Purposes

Annual Base Rent: \$830.00 per year

Character of Use: Diversified Agriculture

BACKGROUND:

General Lease S-4795, dated January 12, 1983, was awarded to Oliver K. Roberts and Maize K. Roberts by the Board of Land and Natural Resources effective May 1, 1982. The subject property was transferred to the Department of Agriculture, now known as the Department of Agriculture and Biosecurity ("DAB"), by Governor's Executive Order No. 3380, dated February 26, 1988. On February 22, 1996, the Board of Agriculture, now known as the Board of Agriculture and Biosecurity ("BAB"), consented to the assignment of General Lease S-4795 from Oliver Kaipo Roberts and Maize Ka'aumona Roberts to Eberlii Tropical Flowers, Inc., a Hawaii corporation, owned by Donald L. Eberly and Ellen M. Eberly.

Due to health problems, Mr. and Mrs. Eberly were unable to actively farm the leased premises and relied on Michael Huges and Yachi Li, husband and wife, who have been managing the Eberlys' operation since 2012.

The agricultural activity of cultivating heliconia, birds of paradise, ti leaves, and different varieties of ginger have slowly decreased since 2022. Michael and Yachi have communicated to DAB staff that they live several hours away from the subject parcel, and will no longer be able to manage the property for Eberlii Tropical Flowers, Inc. On August 6, 2025, DAB staff completed an inspection of the premises that confirmed a continuous decline in the property's condition with no agricultural activity occurring. In addition, there are outstanding delinquencies which include unpaid real property taxes and a past due annual lease rent balance totaling \$2,888.40, as of January 8, 2026.

Several Certified Mail letters were mailed to the lessee in attempts to cure the cited defaults and bring the property back into compliance with the terms of the lease. On July 12, 2023, a Notice of Default for non-payment of rent was mailed to the lessee by Certified Mail, return receipt requested. The return receipt shows the lessee received the notice on July 18, 2023, but the default was never cured. Numerous follow-up letters demanding cure were sent. In addition to Certified Mail letters, staff also made several attempts to contact the lessee without any success. Unfortunately, all efforts to cure the said defaults have been exhausted.

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RECOMMENDATION:

Staff recommends that the Board of Agriculture and Biosecurity:

1. Approve the cancellation of General Lease S-4795 pursuant to Section 4-153-34, HAR, and the Breach provision contained in the lease, and terminate all rights, title, and interest granted to the Lessee therein effective as of the date of approval of this submittal;
2. Authorize issuance of lease cancellation documents to be executed by the Chairperson and recorded at the Bureau of Conveyances;
3. Authorize staff to prepare TMK: (3) 1-5-116:032 for disposition to the public by negotiation, pursuant to Sections 4-153-3, and 19, HAR; and
4. Approve the request to refer General Lease S-4795 as delinquent accounts to the Office of the Attorney General for review and disposition in accordance with Section 40-82, HRS.

All related documents are subject to the review and 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
Administrator and Chief Engineer,
Agricultural Resource Management Division

Attachment - Exhibit "A"

APPROVED FOR SUBMISSION:



SHARON HURD
Chairperson, Board of Agriculture and Biosecurity

EXHIBIT "A"



**GENERAL LEASE S-4795
PHOTOS**



STATE OF HAWAI'I
DEPARTMENT OF AGRICULTURE AND BIOSECURITY
AGRICULTURAL RESOURCE MANAGEMENT DIVISION
HONOLULU, HAWAI'I

January 27, 2026

Board of Agriculture and Biosecurity
Honolulu, Hawai'i

Subject: REQUEST TO: (1) RESCIND PRIOR BOARD ACTION APPROVING ASSIGNMENT OF GENERAL LEASE NO. S-4829; WILLIAM HANSON AND HENRIETTA HANSON, ASSIGNOR; TO JUNGLE MIST ORCHIDS, LLC, ASSIGNEE; (2) APPROVE CANCELLATION OF GENERAL LEASE NO. S-4829; WILLIAM HANSON AND HENRIETTA HANSON, LESSEE; (3) ISSUE THE CANCELLATION DOCUMENT; AND (4) DISPOSE OF THE PARCEL TO THE PUBLIC BY NEGOTIATION; TMK: 3rd DIV/1-5-116:034, LOT 7, PĀHOA AGRICULTURAL PARK, PHASE II, KEONEPOKO IKI, PUNA, ISLAND OF HAWAI'I, HAWAI'I

Authority: Section 166-6, and 9, Hawaii Revised Statutes ("HRS"), and Sections 4-153-3, 19 and 34, Hawaii Administrative Rules ("HAR")

Lessee: William Hanson and Henrietta Hanson

Land Area: 5.002 acres

Tax Map Key: 3rdDiv/1-5-116:034 (Exhibit "A")

Lease Term: 45-years, July 1, 2004, through June 30, 2049

Land Status: Encumbered by Governor's Executive Order No. 3380, dated February 26, 1988, to the Department of Agriculture, now known as the Department of Agriculture and Biosecurity, for Agricultural Park Purposes

Annual Base Rent: \$700.01 per year

Character of Use: Diversified Agriculture or Aquaculture

BACKGROUND:

The Board of Agriculture, now known as the Board of Agriculture and Biosecurity ("BAB"), awarded General Lease S-4829 to William Hanson and Henrietta Hanson, effective July 1, 2004.

In 2004, William and Henrietta Hanson attempted to start their farming operation by grubbing and clearing the subject property and planting mango, avocado, and Samoan coconut trees. Unfortunately, due to the Kīlauea eruption in 2018, Mrs. Hanson's passing in 2021, and Mr. Hanson's unforeseen health disability, it became difficult for him to maintain the farm and its operations. As a result, the subject parcel has no agricultural activity and is now overgrown.

On April 25, 2023, BAB approved a Consent to the Assignment of General Lease S-4829 from William and Henrietta Hanson to Jungle Mist Orchids, LLC. However, the transfer was unsuccessful, and a mutual cancellation of the Assignment was submitted to the Department of Agriculture and Biosecurity.

Since 2023, Mr. Hanson failed to comply with the terms of the lease and achieve the goals set forth in his approved Plan of Utilization and Development ("PUD"). Past inspections and a recent inspection of the property conducted on September 19, 2025, confirmed that the property is not being properly maintained nor utilized in accordance with the terms of said lease and its respective PUD.

Numerous Notice of Default letters have been delivered to the lessee via email, Certified Mail, and regular mail in attempts to induce Mr. Hanson to cure the cited defaults and bring the property into compliance. Most recently, a Notice of Default for non-payment of rent and failure to implement the approved PUD was mailed to lessee on October 1, 2025, by Certified Mail, return receipt requested. The return receipt shows the notice was delivered to lessee's address on October 14, 2025, but the defaults were not cured. Staff made several attempts to reach out and work with the lessee to bring the property into compliance. However, all attempts were unsuccessful. In addition, staff made attempts to assist the lessee through the process of assigning the lease to an eligible bona fide farmer as an alternative option. Unfortunately, all efforts to cure the said defaults have been exhausted and all attempts in assigning the lease were unsuccessful.

To date, there are no agricultural activities occurring on the premises. As of January 8, 2026, there is an outstanding balance of \$ 724.50 for past-due annual lease rents.

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RECOMMENDATION:

Staff recommend that the Board of Agriculture and Biosecurity:

1. Rescind its prior approval of the Consent to Assignment of General Lease S-4829 to Jungle Mist Orchids LLC;
2. Approve the cancellation of General Lease S-4829 pursuant to Section 4-153-34, HAR, and the Breach provision of the lease, and terminate all rights, title, and interest granted to the Lessee therein effective as of the date of approval of this submittal;
3. Authorize issuance of lease cancellation documents to be executed by the Chairperson and recorded at the Bureau of Conveyances;
4. Authorize staff to prepare TMK: (3) 1-5-116:034 for disposition to the public by negotiation, pursuant to Sections 4-153-3, and 19, HAR; and
5. Approve the request to refer General Lease S-4829 as delinquent accounts to the Office of the Attorney General for review and disposition in accordance with Section 40-82, HRS.

All related documents are subject to the review and 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

Administrator and Chief Engineer,
Agricultural Resource Management Division

Attachment - Exhibit "A"

APPROVED FOR SUBMISSION:

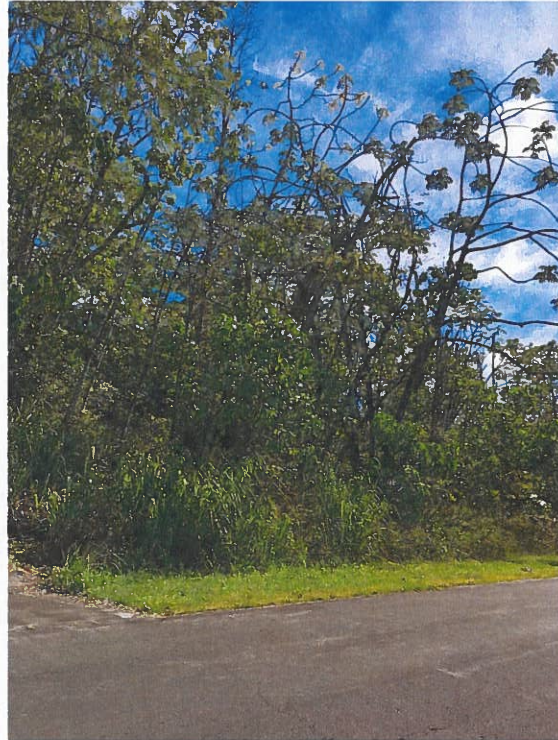


SHARON HURD

Chairperson, Board of Agriculture and Biosecurity

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**GENERAL LEASE S-4829
PHOTOS**



STATE OF HAWAI'I
DEPARTMENT OF AGRICULTURE AND BIOSECURITY
AGRICULTURAL RESOURCE MANAGEMENT DIVISION
HONOLULU, HAWAI'I

January 27, 2026

Board of Agriculture and Biosecurity
Honolulu, Hawai'i

Subject: REQUEST FOR APPROVAL TO: (1) CANCEL GENERAL LEASE NO. S-4779; WILLIAM HANSON AND HENRIETTA HANSON, LESSEE; (2) ISSUE THE CANCELLATION DOCUMENT; AND (3) DISPOSE OF THE PARCEL TO THE PUBLIC BY NEGOTIATION; TMK: 3rd DIV/2-2-056:055, LOT 29, PANA'EWA AGRICULTURAL PARK, ISLAND OF HAWAI'I, HAWAI'I

Authority: Section 166-6, Hawaii Revised Statutes ("HRS"), and Sections 4-153-3, 19 and 34, Hawaii Administrative Rules ("HAR")

Lessee: William Hanson and Henrietta Hanson

Land Area: 4.415 acres

Tax Map Key: 3rdDiv/2-2-056:055 (Exhibit "A")

Lease Term: 45-years, July 1, 2004, through June 30, 2049

Land Status: Encumbered by Governor's Executive Order No. 3378, dated February 26, 1988, to the Department of Agriculture, now known as the Department of Agriculture and Biosecurity, for Agricultural Park Purposes

Annual Base Rent: \$2,460.00 per year

Character of Use: Diversified Agriculture or Aquaculture

BACKGROUND:

General Lease S-4779, dated July 15, 2004, was awarded to William Hanson and Henrietta Hanson by the Board of Agriculture, now known as the Board of Agriculture and Biosecurity ("BAB"), on December 16, 2003.

William and Henrietta Hanson intended to establish a taro processing facility on the premises, however failed to comply with the terms of their lease and achieve their goals in accordance with their approved Plan of Utilization and Development ("PUD"). Past inspections and a recent inspection of the property conducted on August 7, 2025, confirmed that it is not being properly maintained nor utilized in accordance with the terms of the said lease and its respective PUD.

Numerous Notice of Default letters have been delivered to the lessee via email, Certified Mail, and regular mail in attempts to induce Mr. Hanson to cure the cited defaults and bring the property into compliance. Since 2022, staff made several attempts to reach out and work with the lessee to bring the property into compliance, however, all attempts were unsuccessful. Most recently, a Notice of Default for non-payment of rent and failure to implement the approved PUD was mailed to lessee on October 1, 2025, by Certified Mail, return receipt requested. The return receipt shows the notice as delivered to lessee's address on October 14, 2025, but the defaults were not cured. In addition, staff have also made attempts to assist the lessee through the process of assigning the lease to an eligible bona fide farmer as an alternative option. Unfortunately, all efforts to cure the said defaults have been exhausted and all attempts in assigning the lease were unsuccessful.

To date, there are no agricultural activities occurring on the premises. In addition, as of January 9, 2026, there is an outstanding balance of \$2,546.10 for past-due annual lease rents.

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RECOMMENDATION:

Staff recommends that the Board of Agriculture and Biosecurity:

1. Approve the cancellation of General Lease S-4779 pursuant to Section 4-153-34, HAR, and the Breach provision of the lease, and terminate all rights, title, and interest granted to the Lessee therein effective as of the date of approval of this submittal;
2. Authorize issuance of lease cancellation documents to be executed by the Chairperson and recorded at the Bureau of Conveyances;
3. Authorize staff to prepare TMK: (3) 2-2-056:055 for disposition to the public by negotiation, pursuant to Sections 4-153-3, and 19, HAR; and
4. Approve the request to refer General Lease S-4779 as delinquent accounts to the Office of the Attorney General for review and disposition in accordance with Section 40-82, HRS.

All related documents are subject to the review and 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
Administrator and Chief Engineer,
Agricultural Resource Management Division

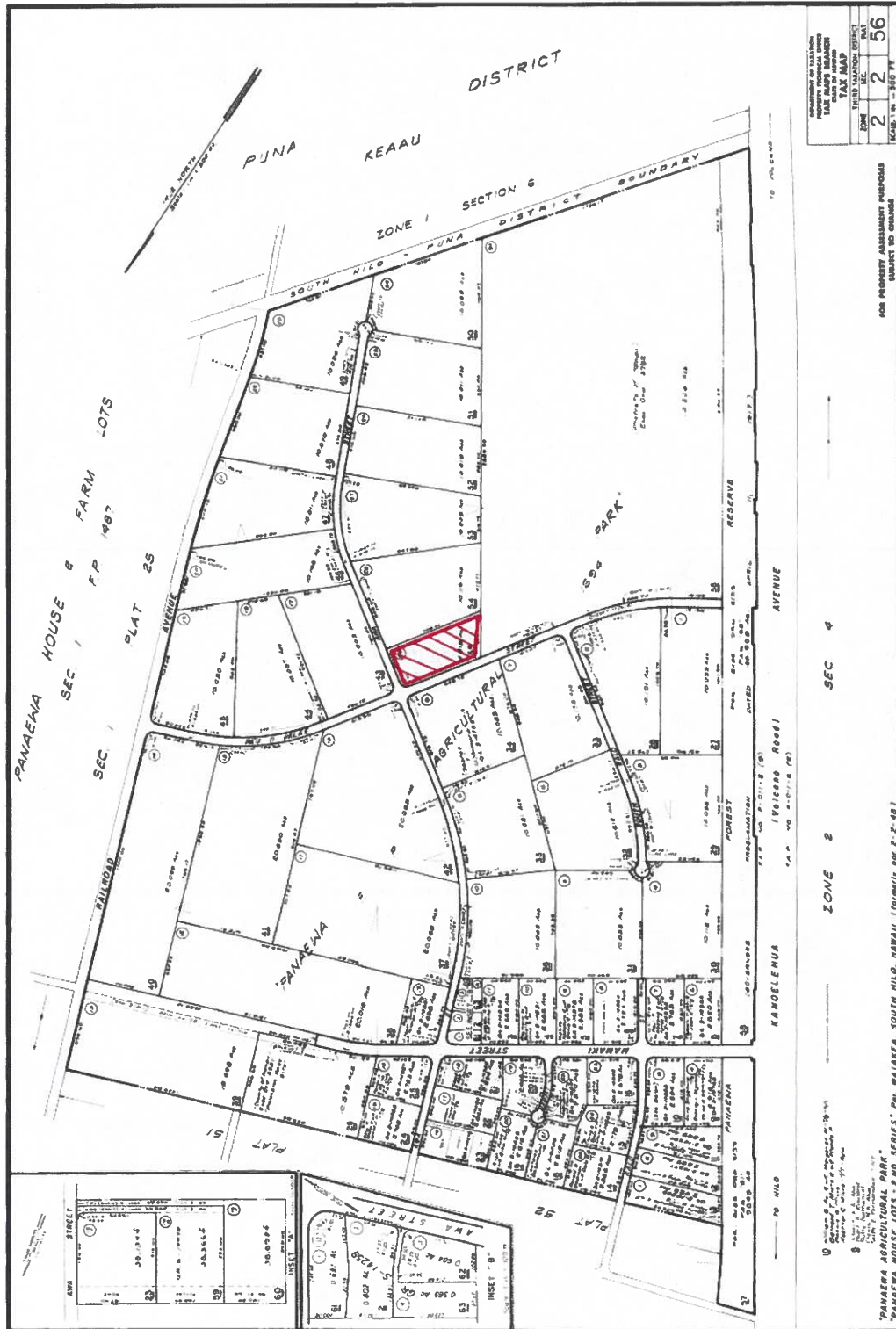
Attachment - Exhibit "A"

APPROVED FOR SUBMISSION:



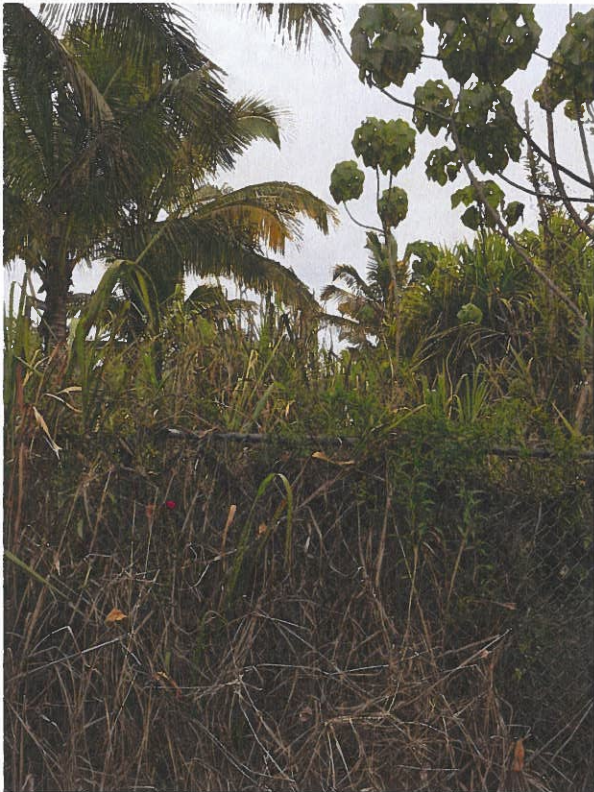
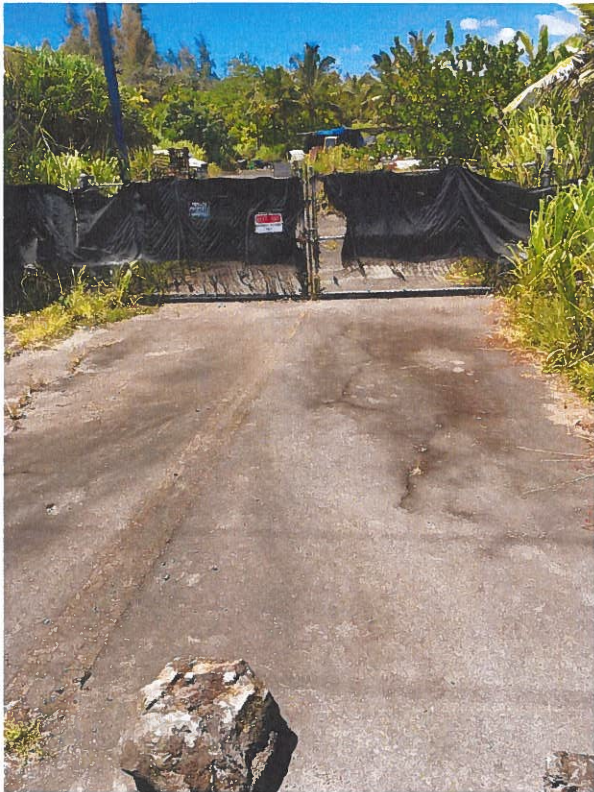
SHARON HURD
Chairperson, Board of Agriculture and Biosecurity

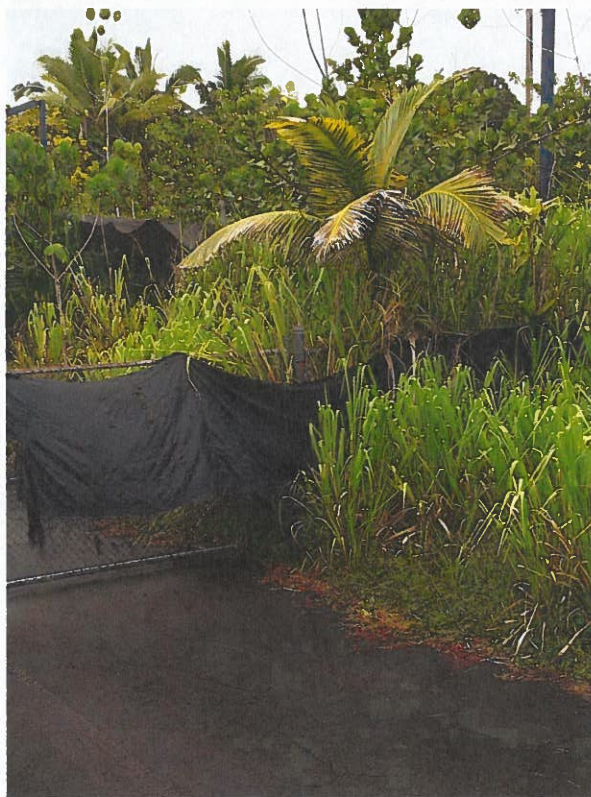
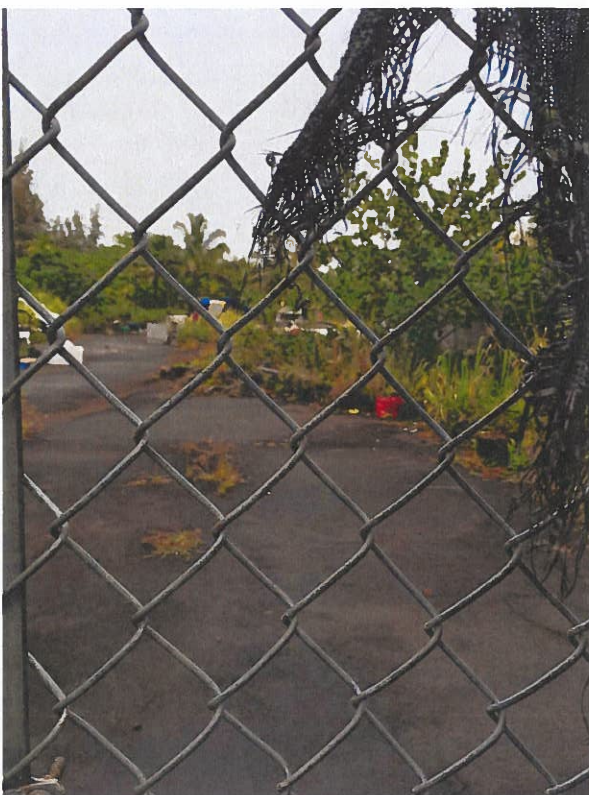
EXHIBIT "A"



**GENERAL LEASE S-4779
PHOTOS**







STATE OF HAWAI'I
DEPARTMENT OF AGRICULTURE AND BIOSECURITY
AGRICULTURAL RESOURCE MANAGEMENT DIVISION
HONOLULU, HAWAI'I

January 27, 2026

Board of Agriculture and Biosecurity
Honolulu, Hawai'i

Subject: REQUEST FOR APPROVAL TO: (1) CANCEL GENERAL LEASE NO. S-4426; JOHN F. GARCIA, JR., LESSEE; (2) ISSUE THE CANCELLATION DOCUMENT; AND (3) DISPOSE OF THE PARCEL TO THE PUBLIC BY NEGOTIATION; TMK: 3rd DIV/1-5-116:011, LOT 11, PĀHOA AGRICULTURAL PARK, PHASE II, KEONEPOKO IKI, PUNA, ISLAND OF HAWAI'I, HAWAI'I

Authority: Section 166-6, Hawaii Revised Statutes ("HRS"), and Sections 4-153-3, 19 and 34, Hawaii Administrative Rules ("HAR")

Lessee: John F. Garcia, Jr.

Land Area: Approximately 30.000 acres

Tax Map Key: 3rdDiv/1-5-116:011 (Exhibit "A")

Lease Term: 35-years, May 1, 2021, through April 30, 2056

Land Status: Encumbered by Governor's Executive Order No. 3380, dated February 26, 1988, to the Department of Agriculture, now known as the Department of Agriculture and Biosecurity, for Agricultural Park Purposes

Annual Base Rent: \$2,350.00 per year

Character of Use: Diversified Agriculture

BACKGROUND:

General Lease S-4426, dated April 19, 2021, was awarded to John F. Garcia, Jr. by the Board of Agriculture, now known as the Board of Agriculture and Biosecurity ("BAB"), on December 15, 2020.

The lessee initiated development of the premises in 2021 in accordance with his approved Plan of Utilization and Development, which included the cultivation of various food crops, such as 'ulu and fig trees. However, in recent years, Mr. Garcia has experienced significant financial difficulties that have impeded his ability to continue agricultural operations and maintain the property in compliance with lease requirements. As a result, production declined, and the lessee fell behind on his annual lease rent and real property tax obligations, despite the Department granting a two-year rental offset to support continued operations.

Several Certified Mail letters were mailed to the lessee in attempts to cure the cited defaults and bring the property back into compliance with the terms of the lease. On April 13, 2023, a Notice of Default for non-payment of rent, non-payment of real property taxes, and failure to post the required liability insurance was mailed to Mr. Garcia by Certified Mail, return receipt requested. The return receipt shows Mr. Garcia received the notice on April 18, 2023, but the defaults were not cured. Numerous follow-up letters demanding cure were sent. In addition, staff had numerous conversations with the lessee regarding the defaults and provided options to assign the lease. Unfortunately, all efforts to cure the said defaults have been exhausted and all attempts to assign the lease were unsuccessful.

To date, there is minimal to no agricultural activity occurring on the premises. Outstanding delinquencies include unpaid real property taxes and a past-due annual lease rent balance totaling \$3,799.39 as of January 8, 2026.

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RECOMMENDATION:

Staff recommends that the Board of Agriculture and Biosecurity:

1. Approve the cancellation of General Lease S-4426 pursuant to Section 4-153-34, HAR, and the Breach provision contained in the lease, and terminate all rights, title, and interest granted to the Lessee therein effective as of the date of approval of this submittal;
2. Authorize issuance of lease cancellation documents to be executed by the Chairperson and recorded at the Bureau of Conveyances;
3. Authorize staff to prepare TMK: (3) 1-5-116:011 for disposition to the public by negotiation, pursuant to Sections 4-153-3, and 19, HAR; and
4. Approve the request to refer General Lease S-4426 as delinquent accounts to the Office of the Attorney General for review and disposition in accordance with Section 40-82, HRS.

All related documents are subject to the review and 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

Administrator and Chief Engineer,
Agricultural Resource Management Division

Attachment - Exhibit "A"

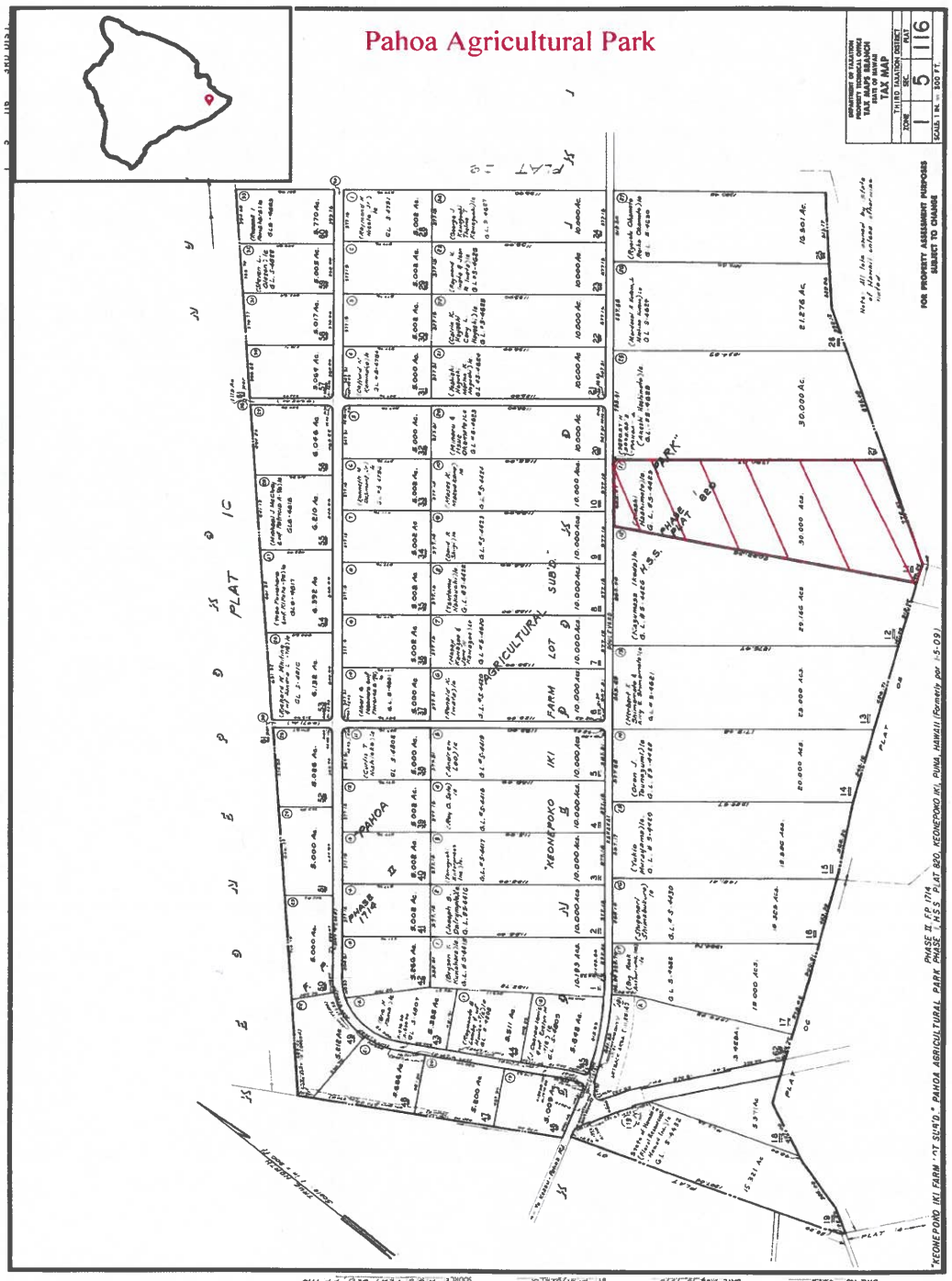
APPROVED FOR SUBMISSION:



SHARON HURD

Chairperson, Board of Agriculture and Biosecurity

EXHIBIT "A"



**GENERAL LEASE S-4426
PHOTOS**







STATE OF HAWAI'I
DEPARTMENT OF AGRICULTURE AND BIOSECURITY
AGRICULTURAL RESOURCE MANAGEMENT DIVISION
HONOLULU, HAWAI'I

January 27, 2026

Board of Agriculture and Biosecurity
Honolulu, Hawai'i

Subject: REQUEST FOR APPROVAL TO EXTEND AUTHORIZATION
OF TEMPORARY ACCESS TO THE WAIMEA IRRIGATION
SYSTEM TO PRESERVE ANIMAL LIFE AND SETTING OF A
DELIVERY RATE; WAIMEA, ISLAND OF HAWAI'I,
HAWAI'I

I. BACKGROUND:

Diversified agriculture in the Waimea district on the island of Hawaii utilizes irrigation water from the WIS which is operated and maintained by the Agricultural Resource Management Division ("ARMD"). This system has historically averaged just under 1 million gallons of irrigation water per day. Currently, this irrigation system's reservoirs are full, and the Division does not anticipate near term water shortages.

On August 26, 2025, the Board of Agriculture and Biosecurity confirmed the activation of temporary use of the Waimea Irrigation System ("WIS") to preserve animal life, not to exceed December 31, 2025. It set a limit of no more than 10,000 gallons per day per approved applicant and set the water delivery rate at \$0.63 per one thousand gallons.

Although the Waimea district has been upgraded to D2 (Severe Drought), pastoral conditions remain dry. The National Weather Service forecasts that drought conditions will improve heading into the summer months. The Division has received requests from ranchers to extend the temporary access to WIS water via hauling for purposes of preserving animal life.

Section 4-157-3(i), HAR states in part "Pastureland designations may only occur in the Honokaa-Paauilo irrigation system or where otherwise approved by the board."

Under Section 4-157-4(h), the Department may re-allocate water usage in the following order of priority as it may deem necessary to: 1) preserve crops and harvests on agricultural and aquacultural lands; 2) preserve animal life; and 3) irrigate pasture.

II. SUMMARY

There remains a severe drought situation in Waimea, Hawai'i that is expected to continue into the summer. Not all ranchers in the area have access to reliable water for their herds. Currently the WIS is at capacity and near-term water shortages are not expected. The Board has the authority to confirm both access to and water delivery rates in times of critical need.

III. RECOMMENDATION:

That the Board extend temporary use of the WIS to preserve animal life, not to exceed April 30, 2026, at no more than 10,000 gallons per day per approved applicant, and reaffirm the water delivery rate at \$0.63 per one thousand gallons.

Respectfully submitted,



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

APPROVED FOR SUBMISSION



SHARON HURD
Chairperson, Board of Agriculture and Biosecurity

State of Hawai'i
Department of Agriculture and Biosecurity
Plant Industry Division
Plant Quarantine Branch
Honolulu, Hawai'i

January 27, 2026

Board of Agriculture and Biosecurity
Honolulu, Hawai'i

1. Subject: Request for Review and Approval of the Petition From Megan Lamson, Hawai'i Wildlife Fund, and Leila Kealoha, Pōhaku Pelemaka, to Initiate Administrative Rulemaking to Implement an Interim Rule Pursuant to Hawaii Revised Statutes §150A-9.5, to Require a Department of Agriculture and Biosecurity Permit or Compliance Agreement for the Following, to Contain/Slow the Spread of CRB on Hawai'i Island:
 - a. Restrict the Transportation of Coconut Rhinoceros Beetle (CRB) Host Material Which Includes All Genera of Live Palm Plants, Potted Plants of Any Size, Decomposing Plant Material Such as Compost, Wood, Tree Chips, and Mulch, Plant Propagation Media and Other Items Comprised of Decomposing Organic Plant Material Such as Landscaping Material or Erosion Control Socks From a Designated CRB Infested Area on Hawai'i Island to Any Other Area in the State; and
 - b. Restrict the Transportation, Receipt, Processing, Sale, Barter, Donation, or Otherwise Giving Away of CRB Host Material Within the Designated CRB infested area on Hawai'i Island.

I. **Background:**

On January 12th, the Office of the Chairperson received a Petition from Megan Lamson, Hawai'i Wildlife Fund, and Leila Kealoha, Pōhaku Pelemaka (hereinafter collectively referred to as "Petitioners"), requesting that the Board of Agriculture and Biosecurity (Board) adopt an interim rule pursuant to Chapter 150A-9.5, Hawaii Revised Statutes, that would require the transportation of coconut rhinoceros beetle (CRB) host material which includes all genera of live palm plants, potted plants of any size, decomposing plant material such as compost, wood, tree chips, and mulch, plant propagation media and other items comprised of decomposing organic plant material such as landscaping material or erosion control socks from a designated CRB infested area on Hawai'i Island to any other area in the State; and for the transportation, receipt, processing, sale, barter, donation, or otherwise giving away of CRB host material within the designated

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Board of Agriculture and Biosecurity

January 27, 2026

Hawai'i Wildlife Fund / Pōhaku Pelemaka Petition – Kona CRB Interim Rule

Page 2 of 6

CRB infested area on Hawai'i Island under a required Department of Agriculture and Biosecurity (DAB) permit or compliance agreement, to contain/slow the spread of CRB on Hawai'i Island. The Petition is included as APPENDIX A, and includes a proposed interim rule, referred to in the Petition as Attachment A, and a proposed compliance agreement, referred to in the Petition as Attachment B, respectively beginning on pages 6 and 10 of the Petition.

Since its initial detection on O'ahu in late 2013, CRB has been found on Kaua'i, West Hawai'i Island, Maui and Lanai, with an ongoing eradication program occurring in West Hawai'i Island. Multiple interim rules regarding CRB have been implemented, with permanent restrictions in Chapter 4-72, Hawaii Administrative Rules (HAR) on the movement of CRB host materials from O'ahu to other areas in the State and a recent prohibition on the movement of CRB host materials from anywhere in the State to Moloka'i through Interim Rule 25-1.

This Petition for rule amendment is brought under the Board's Rules of Practice and Procedure, Chapter 4-1, HAR, which allows rulemaking to be initiated by petition of an interested person or agency upon Board approval. (§4-1-23, HAR, et seq.) Section 4-1-23(c), HAR, requires that within 30 days after filing such a petition, the Board must either deny the petition or initiate rulemaking proceedings. To be considered by the Board, a petition for rule adoption or amendment under §4-1-23(b), HAR, must contain certain substantive items, specifically: (1) a draft of the substance of the proposed rule or amendment or designation of the rule provisions to be repealed; (2) a statement of the petitioner's interest in the subject matter; and (3) a statement of the reasons in support of the proposed rule, amendment, or repeal. This Petition appears to conform to these procedural prerequisites for Board consideration.

Should the Board act favorably on the substance of this Petition, the Plant Quarantine Branch (PQB) would draft a proposed interim rule for review by the Advisory Committee on Plants and Animals (Committee) to meet the requirements of HRS 150A-9.5. Should a finding by the Committee be made that the movement of any flora or fauna, in the absence of effective rules, creates a situation dangerous to the public health and safety or to the ecological health of flora or fauna present in the State which is so immediate in nature as to constitute an emergency, a proposed interim rule that includes any changes recommended by the Committee, would be brought before the Board for final review and approval.

II. Summary of Proposed Interim Rule

The Petitioners have included a proposed interim rule and a proposed compliance agreement, that would require the transportation of CRB host material which are defined to include all genera of live palm plants except unsprouted seeds, potted plants of any size, decomposing plant material such as compost, wood, tree chips, and mulch, plant

propagation media and other items comprised of decomposing organic plant material such as landscaping material or erosion control socks from a designated CRB infested area on Hawai'i Island to any other area in the State; and for the transportation, receipt, processing, sale, barter, donation, or otherwise giving away of CRB host material within the designated CRB infested area, to be under a required DAB permit or compliance agreement. The proposed designated infested area mirrors the same area that was designated under the County of Hawai'i's prior Voluntary Compliance Order (the geographic area within Waikōloa Road, Māmalahoa Highway (Highway 190), Palani Road in Kailua-Kona, and along the coastline from Palani Road to Waikōloa Road) as shown in Figure 1 below, which is taken directly from the Petition. The Petition exempts plant products intended for consumption, such as coconuts, fruits, nuts, edible leaves, leaves used for cooking, and spices; plant products preserved from decay by treatment or intended use, such as lumber, woven hats, wooden posts, wood carvings, and firewood; seeds for planting; cut flowers and foliage for decoration, such as lei, floral bouquets, or arrangements; and rock, coral, and sand, not mixed with any CRB host material.

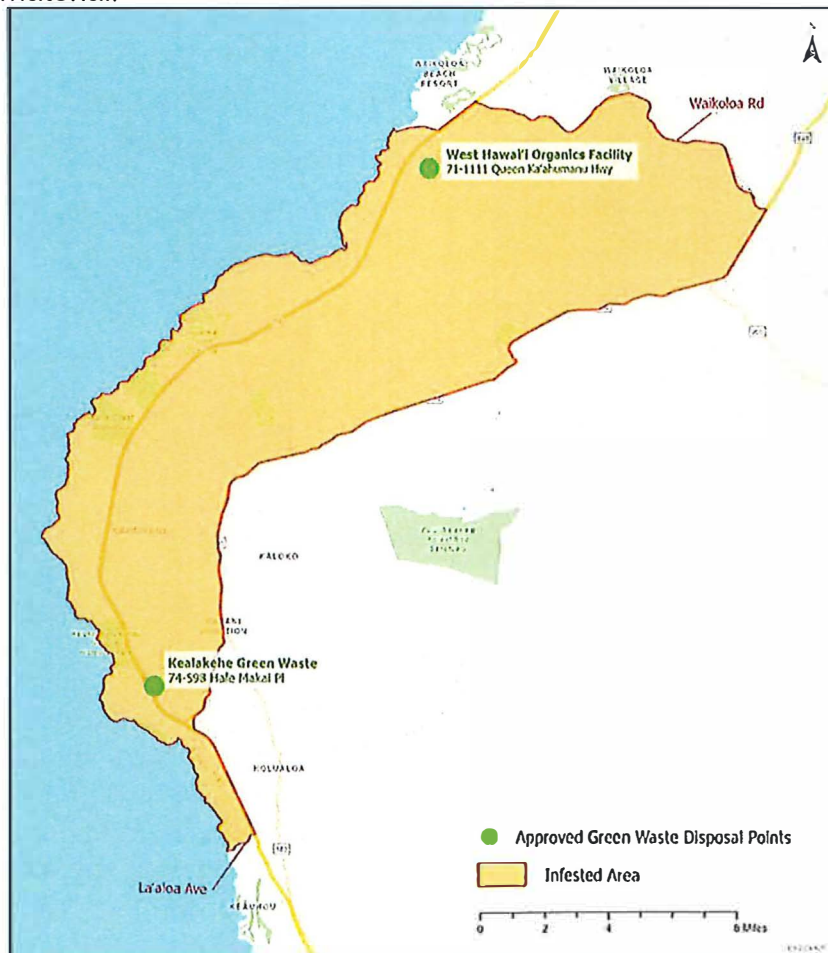


Figure 1. Proposed infested area for interim rule. Photo credit to the Petitioners.

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III. Analysis

The PQB generally does not dispute the information provided by the Petitioners in support of the Petition and agrees with the premise of using a compliance agreement or permit as a potential means of slowing the spread of CRB. It should be noted that a similar agreement was previously implemented on O'ahu that unfortunately did not appear to have a significant impact on CRB's spread throughout the island. Additionally, a majority of the provisions in the proposed compliance agreement originate from the original compliance agreement used on O'ahu and some provisions are not current/applicable to West Hawai'i Island. Some of the challenges/questions with the proposed interim rule and compliance agreement are listed below:

- The lack of comprehensive surveying to determine the actual areas that should be deemed infested or not. While the Petitioners have identified a specific area that was previously utilized, quarantine restrictions optimally should be limited to known infestations to minimize the impacts to both stakeholders and regulators.
- The proposed interim rule seeks to impose restrictions from and within an infested area. Historically, when a quarantine is enacted, restrictions are placed on commodities leaving the infested area, not within it.
- Conflicts in requirements, such as in Section 2 of the compliance agreement that disallows the transport of CRB host palms if any CRB life stage is found or have signs of feeding damage, but movement is allowed if subjected to a treatment that eliminates all CRB life stages.
- The requirement to issue a permit for every noncommercial movement of CRB Host Material subject to appropriate treatment or mitigation. This is extremely burdensome from a regulatory standpoint. For example, the language in the proposed interim rule appears to require a permit for anyone to conduct composting at their residence.
- Inconsistencies in requirements for transportation, such as allowing visual inspection of potted CRB host palm root balls but not explicitly allowing the same for all other potted plants, which are lower risk.
- Allowing the movement of CRB Host Material that was removed from a living plant within 30 days. Fresh cut coconut stumps have been found to be highly attractive to CRB. This is likely the same for other coconut plant parts.
- Inconsistencies in the application of preventing the reinfestation of CRB Host Materials. For example, completely processed compost can be stockpiled for up

to four months, but there is no requirement to ensure it is not reinfested or retreated. Another example is in Section 3, where there is a requirement to treat green waste immediately if it is to be stored and the storage needs to be in a CRB-proof container which much be continually sealed, but if it is going to not be stored and just transported, so long as it is subjected to a valid treatment 48 hours prior to transportation, there are no other requirements.

- Section six requires all green waste to go to certified composters within 30 days. PQB is unsure if the composting facilities within the proposed infested area are able to actually meet that requirement as they are likely limited by Hawaii Department of Health (DOH) Solid Waste requirements limiting volumes.
- PQB is concerned that the proposed requirements regarding the definitions of "processing" green waste, including the definitions "Facility" and "Transfer Station" which are found in HAR §11-58.1, Solid Waste Management Control, may have different interpretations and/or regulatory requirements from a DOH standpoint and PQB needs clarification from DOH to ensure that the proposed requirements of this interim rule do not conflict or otherwise impede DOH's existing regulatory authority for "Solid waste management" which is defined as "the systematic administration of activities which provide for the collection, source separation, storage, transportation, transfer, processing, treatment, and disposal of solid waste." Also, HAR §11-58.1-04 appears to require permits for a solid waste management facility with limited exceptions, and HAR §11-58.1-41 is regarding composting facilities and details the requirements for construction and an operation, including design requirements such as "Nuisance, health, and safety control. Design methods to control litter, insects, odors, and vectors. Develop a fire plan to prevent and minimize fire hazards. The transfer station shall maintain a neat and orderly appearance and must be screened and buffered to minimize nuisances to neighboring properties."

From a historical perspective, quarantines within an island have not been shown to be particularly effective in mitigating spread of pests, particularly those that are able to travel far distances on their own or are apt to hitchhiking. Some other factors that play into this are minimal financial and labor resources; lack of adequate tools to treat, survey, or detect, particularly with pests new to the U.S.; and timely dissemination, integration and implementation of new requirements to all affected stakeholders while maintaining normal regulatory functions.

IV. Staff Recommendation

The PQB agrees that additional action may be needed to further prevent CRB spread on Hawaii Island. However, the PQB believes that whatever additional actions are

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ultimately taken are applied consistently and the proposed interim rule and compliance agreement needs additional work for consistency, and clarification is needed, particularly as it relates to potential impacts with DOH's existing solid waste regulations.

Should the Board desire additional actions to be taken for the reasons presented by the Petitioners, the Board can direct PQB staff to work with the petitioners to complete the full advisory review. PQB believes that the proposed interim rule and compliance agreement do provide some of the framework for gaining compliance, however both should be subsequently revised, particularly the proposed compliance agreement for clarity, before being brought back before the Board at a later date for review and decision making. Additionally, as the proposed compliance agreement affects all commercial and County activities relating to green waste management, it is imperative that we ensure they are aware of the possible impacts of the proposed interim rule, so they are able to provide their input.

Respectfully Submitted,



Jonathan Ho
Manager, Plant Quarantine Branch

Concurred:



Dean M. Matsukawa
Acting Administrator, Plant Industry Division

APPROVED FOR SUBMISSION:



Sharon Hurd
Chairperson, Board of Agriculture and Biosecurity

Hawai'i Wildlife Fund
 P.O. Box 1801
 Kealakekua, Hawai'i 96750
 (808) 217-5777 megan@wildhawaii.org

Pōkahu Pelemaka
 13-3749 Old Kalapana Road
 Pāhoa, HI, 96778
 (808) 937-7991 leila@pohakupelemaka.org

January 9, 2026

Chairperson Sharon Hurd
 Board of Agriculture and Biosecurity
 1428 South King Street
 Honolulu, Hawai'i 96814

Petition for Interim Rulemaking To Regulate the Transportation of Coconut Rhinoceros Beetle (*Oryctes Rhinoceros*) Host Material on Hawai'i Island

Dear Chairperson Hurd and Members of the Board of Agriculture and Biosecurity,

This petition is made pursuant to section 4-1-23 Hawaii Administrative Rules (HAR) to request the Board of Agriculture and Biosecurity (BAB) and/or the Department of Agriculture and Biosecurity (DAB) adopt an interim rule under section 150A-9.5 Hawaii Revised Statutes (HRS) to contain and/or slow the spread of coconut rhinoceros beetle (*Oryctes rhinoceros*) (CRB) on the Island of Hawai'i.

We are seeking an interim rule that regulates the transportation of CRB host material from the CRB infested area on Hawai'i Island to any other area of the State by requiring that any person that transports CRB host material from a CRB infested area on Hawai'i Island to any other area of the State or that transports, receives (accepts delivery of CRB host material for any purpose), processes (meaning the conversion of solid waste into a useful product or preparing for its disposal), sells, barter, donates, or otherwise gives away CRB host material within the CRB infested area on Hawai'i Island use best management practices as set out in a DAB permit or a compliance agreement between the person and DAB to contain and/or slow the spread of CRB on Hawai'i Island and other areas of the State.

CRB was first detected in Hawaii on the Island of Oahu in 2013.¹ Since that time, the Hawaii Department of Agriculture (referred to as DAB in this petition) and its partners worked to prevent the spread of CRB. Ultimately, those efforts were not successful and CRB is now established and widespread on O'ahu.² For the first 10 years, DAB was able to prevent the movement of CRB to other islands of the State. Unfortunately, that changed in May 2023, when

¹ <https://dab.hawaii.gov/pi/files/2013/01/npa-CRB-5-1-14.pdf>

² <https://www.civilbeat.org/2025/02/ravenous-beetles-go-urban-preying-on-honolulu-iconic-coconut-palms/>

CRB was detected on the Island of Kaua‘i, where it is now widespread,³ and in October 2023, when CRB larvae were collected in the Waikōloa Village area of Hawai‘i Island.⁴

After the initial detection on Hawai‘i Island, adult CRB were detected in the Waikōloa area in 2024.⁵ Beginning in March 2025, CRB was detected outside the Waikōloa area at multiple sites on west Hawai‘i Island, near the Kona International Airport and within the Keāhole Agricultural Park. These detections set off a multi-agency response that included the County of Hawai‘i, DAB, the Hawai‘i Department of Transportation, the Hawai‘i Invasive Species Council, CRB Response, and the Big Island Invasive Species Committee.⁶ The response included mass fumigation and removal of CRB breeding sites at the Keāhole Agricultural Park, ongoing trapping and monitoring efforts across west Hawai‘i Island, pesticide application to coconut trees, public outreach, and a three-month voluntary Compliance Order for CRB Host Materials issued by the County of Hawai‘i, in coordination with DAB. The Voluntary Compliance Order was in effect from July 1 through September 30, 2025, and requested that residents and businesses not transport CRB host material from the area bordered by Waikōloa Road, Māmalahoa Highway (Highway 190) from Waikōloa Road to Palani Road in Kailua-Kona, and along the coastline from Palani Road to Waikōloa Road to any location outside that area. The County’s Voluntary Compliance Order was intended as “a precursor to a mandatory compliance structure that is being prepared by [DAB].”⁷ Unfortunately, as CRB continues to spread in west Hawai‘i Island, DAB has not issued a mandatory compliance structure or other interim rule to contain CRB on Hawai‘i Island. To address this regulatory gap, in November 2025, the County renewed its Voluntary Compliance Order until January 31, 2026 (Attachment C). Despite the County’s efforts, the renewed Voluntary Compliance is likely to be unsuccessful in containing CRB yet again.

We are grateful for all the efforts undertaken to detect and treat CRB breeding sites on Hawai‘i Island. However, as we have seen on O‘ahu and Kaua‘i, treating trees and breeding sites alone will not ultimately be effective to prevent the spread of CRB across an island, and a regulatory structure is needed to prevent the movement of CRB on host material. Hawai‘i Island has an opportunity to be that example, if such measures are put into place immediately.

Currently, CRB host material is moving out of infested areas of Hawai‘i Island to other areas of the County and potentially the State, with no requirements to use best management practices (BMPs) to prevent CRB from moving with the host material. As we have seen on O‘ahu and Kaua‘i, this approach of not restricting movement and relying solely on chemical treatments to contain the spread of CRB is ultimately ineffective. Hawai‘i Island still has the opportunity to contain this invasion and protect uninfested areas of the island, the ultimate goal of our petition. Generally, CRB spreads slowly without the assistance of human intervention, such as the movement of infested materials. Requiring BMPs will slow or prevent the human-assisted

³ <https://dab.hawaii.gov/blog/main/nr23-11crbonkauai/>

⁴ <https://www.hawaiinewsnow.com/2024/04/23/3-invasive-coconut-rhinoceros-beetles-captured-hawaii-island/>

⁵ <https://governor.hawaii.gov/newsroom/news-release-on-crb-found-in-waikoloa/>

⁶ <https://mauinow.com/2025/08/28/discovery-of-coconut-rhinoceros-beetles-in-west-hawaii-i-initiates-multiagency-response/>; <https://dab.hawaii.gov/blog/main/nr25-21keahole-fumigation/>

⁷ <https://dab.hawaii.gov/blog/main/hawaii-island-crb-stop-movement/>

spread of CRB and will allow business that sell material that could host CRB to continue operations, using common sense BMPs.

An additional risk of CRB moving on potted plants not typically considered CRB host palms was detected when CRB was detected in multiple shipments made to the Island of Lānaʻi.⁸ Potted plants are sold within the Keāhole Agricultural Park and move from there across the island without inspection or treatment for CRB.

In light of this dire situation, we believe the threat and likelihood of the continued spread of CRB across Hawaiʻi Island in the absence of effective rules, creates a situation dangerous to the public health and safety or to the ecological health of flora or fauna present in the State, which is so immediate in nature as to constitute an emergency. This petition respectfully requests BAB and/or DAB: convene a meeting of the Advisory Committee on Plants and Animals to consider the Proposed Interim Rule (Attachment A) and the Proposed Model Compliance Agreement to Prevent the Spread of Coconut Rhinoceros Beetle (Attachment B) for business that transport, receive, process, sell, or export CRB host material within and from a CRB infested area on Hawaiʻi Island, as set out in Attachment A to contain and/or slow the spread of CRB on Hawaiʻi Island; and if the Advisory Committee determines the proposed Interim Rule is an effective rule to address an emergency situation that the Chairperson of DAB be authorized to sign the proposed interim rule so that it may take effect at the earliest possible date.

Alternatively, if the BAB and/or DAB determines that an interim rule may not be initiated by this petition, we request BAB interpret this petition to require BAB and/or DAB initiate emergency rulemaking under sections 91-3(b) HRS and 4-1-30 HAR, and find that an imminent peril to the public health, safety, or morals, to livestock and poultry health, or to natural resources requires adoption of the emergency rule that includes the substance of the restrictions set out in Attachments A and B, upon less than thirty days' notice of hearing, and state in writing the reasons for such finding.

Statement of petitioner's interest in the subject matter of the proposed interim rule

Hawaiʻi Wildlife Fund

Founded in 1996, Hawaiʻi Wildlife Fund is a 501(c)(3) nonprofit organization dedicated to the conservation of Hawaiʻi's wildlife. We protect native species and habitats, and provide environmental education opportunities for our community members and visitors. Hawaiʻi Wildlife Fund's (HWF) mission is to protect Hawaiʻi's native wildlife, particularly coastal and marine species, through research, education, and restoration. This is achieved by engaging communities and volunteers, habitat restoration, advocating for conservation, and supporting research programs.

HWF has been actively working to restore populations of loulu, an endemic Hawaiian fan palm, specifically the Federally-listed endangered *Pritchardia maideniana* which was once a dominate

⁸ <https://www.hawaiinewsnow.com/2025/08/07/changes-underway-after-coconut-rhinoceros-beetles-found-lanai/>

species from Kona through Ka‘ū but is now restricted to approximately only 25 individuals remaining in the wild. HWF, in partnership with the Plant Extinction and Prevention Program (PEPP), has been working to reintroduce this species across protected sites in Ka‘ū.

Of the 24 species of loulu in Hawai‘i, 11 are considered threatened or listed as endangered⁹, with the other species not far behind. Many have gone extinct. Since the expansion of CRB on O‘ahu, biologists from the Department of Land and Natural Resources, Department of Forestry and Wildlife, and partners have witnessed kūpuna loulu be impacted by the beetle, some of which have been lost forever. The situation is dire. Biologists across the State have had to make difficult decisions in regards to which species’ and which individuals’ genetics to preserve, sending bare root seedlings overseas to mainland zoos and botanical gardens. From a species protection standpoint, this is the worst situation to be in. Feeding trials have shown that loulu are the second most-preferred consumable by CRB, after coconut palms. Without increasing protections of *P. maideniana* on Hawai‘i Island, we will undoubtedly lose this species too.

Pōhaku Pelemaka

Pōhaku Pelemaka’s mission is focused on the preservation and protection of natural and cultural resources, native Hawaiian well-being and the transmission of intergenerational knowledge and practices in Puna makai, Hawai‘i. The imminent threat of CRB spreading across the island and coming to Puna directly affects our cultural practices of niu, other food sources, and the native ecosystems that we currently protect.

Puna is the fastest growing district in the State and is being rapidly developed while landowners import mulch and plants from Kona, interisland and out of state. We currently steward an area that houses an ancient uluniu (coconut grove) with over 1,400 niu trees. It is vital that we ensure CRB does not reach this grove and others along Puna makai. It is imperative that DAB addresses the biosecurity measures of CRB and its spread on Hawaii Island. Now is the time, not tomorrow.

Statement of reasons in support of the proposed interim rule

In Hawai‘i, counties and other units of local government are preempted by State law from banning or regulating the movement of material to prevent the introduction of a pest or invasive species.¹⁰ That authority rests solely with DAB. This leaves Hawai‘i County unable to make rules to contain and/or slow the spread of CRB on Hawai‘i Island.

The interim rule we are seeking is based on, and similar to, the Plant Quarantine Interim Rule 22-1 that was in effect from July 1, 2022, through June 30, 2023, on O‘ahu (Attachment D) and

⁹ [Listed Plants](#)

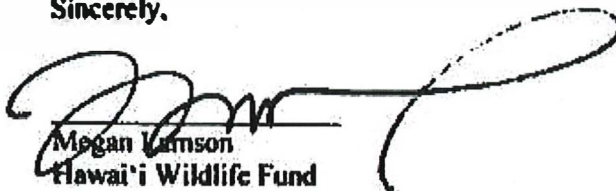
¹⁰ See *Atay v. Cty. of Maui*, 842 F.3d 688, 709 (9th Cir. 2016); *Syngenta Seeds, Inc. v. Cty. of Kauai*, 664 F. App’x 669, 673 (9th Cir. 2016); and *Hawaii Floriculture & Nursery Ass’n v. Cty. of Hawaii*, No. CIV. 14-00267 BMK, 2014 WL 6685817, (D. Haw. Nov. 26, 2014), *aff’d sub nom. Hawai‘i Papaya Indus. Ass’n v. Cty. of Hawaii*, 666 F. App’x 631 (9th Cir. 2016)

section 4-72-23, HAR, which regulates the movement of CRB host material within and from O'ahu. These rules require a person who transports, receives, processes, sells, or exports CRB host material to utilize protocols and best management practices set out in a permit or compliance agreement between the person and DAB.

We respectfully request that BAB consider this petition at its January 27, 2026 meeting and that BAB inform the petitioners of its decision on whether it will initiate the rulemaking requested by this petition within 30 days, as required by section 4-1-23(c) HAR.

Thank you for your consideration of this petition and for all your efforts to protect Hawai'i from the spread of CRB. Please contact us if we may provide any further information regarding this petition.

Sincerely,



Megan Lamson
Hawai'i Wildlife Fund



Leila Kealoha
Pōhaku Pelemaka

Attachment A - Proposed Interim Rule

HAWAII DEPARTMENT OF AGRICULTURE AND BIOSECURITY

PLANT QUARANTINE INTERIM RULE 26-__

**To Regulate the Transportation of Coconut Rhinoceros Beetle (*Oryctes Rhinoceros*)
Host Material on Hawaii Island**

I. Under the authority of section 150A-9.5, Hawaii Revised Statutes (HRS), the Hawaii Department of Agriculture and Biosecurity (Department) hereby establishes this interim rule to regulate the transportation of coconut rhinoceros beetle (*Oryctes Rhinoceros*) (CRB) host material within and from the designated CRB infested area on Hawaii Island. The CRB infested area is established to prevent the spread of CRB on, and from, Hawaii Island, a situation found, in the absence of effective rules, to be so dangerous to the ecological health of flora or fauna present in the State and which is so immediate in nature as to constitute an emergency.

II. As used in this interim rule:

(1) "Compliance agreement" means a written agreement between the Department and a person who carries out commercial activities that includes any terms or conditions the Department determines will slow or prevent the spread of CRB. A compliance agreement between the Department and a person is a permit issued by the Department to that person for the purposes of section 150A-8, HRS.

(2) "CRB host material" means the host material of the coconut rhinoceros beetle; and

(A) Includes bare root CRB host palms, potted plants of any size; and decomposing plant material, such as mulch, trimmings, wood or tree chips, stumps, compost, plant propagation media, including commercially bagged plant propagation media, and other items comprised of or containing decomposing plant material such as landscaping material or erosion control socks, and

(B) Does not include:

- (i) Plant products intended for consumption, such as coconuts, fruits, nuts, edible leaves, leaves used for cooking, and spices;
- (ii) Plant products preserved from decay by treatment or use, such as lumber, woven hats, dried and painted coconuts, wooden posts, wood carvings, and firewood;
- (iii) Seeds for planting,
- (iv) Cut flowers and foliage for decoration, such as lei, floral bouquets, or arrangements;
and
- (v) Rock, coral, sand, and gravel not mixed with any material described in paragraph (A).

- (3) “CRB host palms” means live palm plants in any palm genera and does not include unsprouted seeds.
- (4) “Person” means an individual, corporation, firm, association, society, community, assembly, or inhabitant of a district or neighborhood, known or unknown, and the public generally. “Person” includes a government and any of its agencies, instrumentalities, or subdivisions.
- (5) “Transport” and “Transportation” mean movement of CRB host material out of a single Tax Map Key (TMK) parcel.

III. In this Interim Rule, the “infested area” is the voluntary compliance order area on Hawaiʻi Island set out in the Voluntary Compliance Order for CRB Host Materials renewed by the County of Hawaii in November 2025, as shown below, with the opportunity to expand the infested area if CRB are detected beyond the confines on the map pursuant to section 4-72-10, Hawaii Administrative Rules.



IV. No person may transport CRB host material from a CRB infested area on Hawaii Island to any other area within the State, or transport, receive (accept delivery of CRB host material for any purpose), process (meaning the conversion of solid waste into a useful product or preparing for its disposal), sell, barter, donate or otherwise give away CRB host material within a CRB infested area on Hawaii Island, except:

- (1) By the Department, CRB Response, or the Big Island Invasive Species Committee for monitoring, control, eradication, scientific, or educational purposes;
- (2) Pursuant to a permit issued by the Department for purposes of coconut rhinoceros beetle monitoring, control, eradication, scientific, or educational purposes at a site inspected and approved by the Department prior to transportation;
- (3) Pursuant to a permit issued by the Department for noncommercial activities, subject to an appropriate treatment or mitigation, as required by the Department;
- (4) Pursuant to a compliance agreement issued by the Department for commercial activities;
- (5) A person may transport CRB host material, on a noncommercial basis, within a CRB infested area of Hawaii Island, directly to a CRB host material processing center within that infested area that is operating under a compliance agreement described in paragraph (4), without a permit or compliance agreement;
- (6) A person that purchases CRB host material originating from, or within, a CRB infested area on Hawaii Island that is sold by a person operating under a compliance agreement or permit issued under this Interim Rule, and in full compliance with the requirements thereof, may transport that CRB host material without a permit or compliance agreement issued by the Department; and
- (7) In addition to any other requirements, any transportation of CRB host material from or within a CRB infested area is subject to inspection and approved mitigation and decontamination measures by the Department.

V. Any person who violates this Interim Rule shall be guilty of a misdemeanor and fined not less than \$100. The provisions of HRS section 706-640 notwithstanding, the maximum fine shall be \$10,000. For a subsequent offense committed within five years of a prior conviction, the person shall be responsible for clean-up and decontamination fees to remove contaminated material and to fully eradicate any CRB that may have been caused by their violation of not following this Interim Rule and shall be fined not less than \$500 and not more than \$25,000. Each item moved in violation of this rule and each day of violation shall be considered a separate offense.

The Department may revoke or otherwise terminate a permit or compliance agreement issued under this Interim Rule if the person issued the permit or compliance agreement is not in material compliance with the terms and conditions thereof.

VI If any provision of this interim rule is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, or any part of the finding made by the Advisory Committee on Plants and Animals for this interim rule is found by a court to be unreasonable, the constitutionality, validity, and reasonableness of the remainder of this interim rule and applicability thereof to other persons and circumstances shall not be affected.

VII. This interim rule shall become effective on _____, 2026, and is valid for no longer than one year from its inception.

SHARON HURD
Chairperson
Board of Agriculture and Biosecurity

Proposed Model Compliance Agreement to Prevent the Spread of Coconut Rhinoceros Beetle

Authority: This Compliance Agreement is made pursuant to the authority of Hawaii Department of Agriculture and Biosecurity (HDAB) Plant Quarantine Interim Rule 26-____ and sections 141-1 and 150A-9.5, Hawaii Revised Statutes (HRS).

Purpose: The purpose of this Compliance Agreement is to provide direction and protocols for the proper Transportation, movement, Processing, and disposal of Coconut Rhinoceros Beetle (CRB) host material and CRB host palms in the Quarantine Area to prevent the spread of the CRB to other areas in the State that are not known to be infested with CRB.

Parties: This Compliance Agreement is made between the HDAB and the Participant, as set out below:

Hawaii Department of Agriculture and Biosecurity
Plant Industry Division
1428 South King Street
Honolulu, HI 96814
Contact: *Administrator of the Plant Industry Division*

Participant Information (the "Participant"):

Participant Name (Company or Individual):

Participant Representative:

Mailing Address:

City: Zip:

Physical Address (If different from above):

City: Zip:

Phone: E-Mail:

Contact (If different from Participant Representative):

Type of activity conducted with CRB Host Material or CRB Host Palms
(check all that apply):

- ☐ Transport
- ☐ Processing
- ☐ Import/Export
- ☐ Sale or wholesale purchase
- ☐ Nursery activities
- ☐ Mulching or composting
- ☐ Other (please explain): _____

Program:

The HDAB and CRB Response with Big Island Invasive Species Committee (BIISC) cooperating as the Coconut Rhinoceros Beetle Host Material Quarantine Program, hereafter referred to as the "Program".

Background:

Oryctes rhinoceros, the CRB, is a large scarab that is a major pest to palms outside of its natural range of Southeast Asia. Adult beetles bore into the crowns of coconut and other palms to feed on sap. This adult feeding is the primary source of damage and impact of CRB. Larval stages typically feed on decaying plant matter with a strong preference for dead coconut palms or any decaying vegetation. Occasionally, under high CRB densities, larval stages will be found in the crowns of unmanicured living palm trees that have accumulated a large mass of decaying leaf material in the crown of the palm. Unrestricted movement of CRB Host Material is recognized as an important pathway for the spread of CRB from infested areas to new locations. The Program is a cooperative effort between public entities responsible for mitigating the spread of CRB from infested areas on Hawaii Island to new locations within Hawaii Island and other islands within the State.

Definitions: As used in this document:

- **“Canine Survey”** means a survey conducted by a trained CRB detection canine team that includes a pre-survey to mark search areas, the survey where the canines are escorted through the marked search areas, and a post-survey where the field crew follows up on responses the canines expressed during the survey to determine the presence or absence of CRB.
- **“Chipping”** means using a woodchipper to process plant matter to achieve a reduced particle size material.
- **“Completely Processed”** means CRB Host Material that has been subjected to a Heat Treatment that elevates the core temperature to at least 131° Fahrenheit (55° Celsius) for at least 72 hours.
- **“Compliance Agreement”** means this Compliance Agreement.
- **“Compliant”** means having a valid Compliance Agreement with HDAB and actively following the procedures and protocols outlined in the Compliance Agreement.
- **“Compost”** means a relatively stable, decomposed, organic, humus-like material that is suitable for landscaping or soil amendment purposes.
- **“CRB Host Material”** means the host material of the coconut rhinoceros beetle; and
 - (A) Includes bare root CRB host palms, potted plants of any size; and decomposing plant material, such as mulch, trimmings, wood or tree chips, stumps, compost, plant propagation media, including commercially bagged plant propagation media, and other items comprised of or containing decomposing plant material such as landscaping material or erosion control socks, and
 - (B) Does not include:
 - (i) Plant products intended for consumption, such as coconuts, fruits, nuts, edible leaves, leaves used for cooking, and spices;
 - (ii) Plant products preserved from decay by treatment or use, such as lumber, woven hats, dried and painted coconuts, wooden posts, wood carvings, and firewood;
 - (iii) Seeds for planting,
 - (iv) Cut flowers and foliage for decoration, such as lei, floral bouquets, or arrangements; and
 - (v) Rock, coral, sand, and gravel not mixed with any material described in paragraph (A).
- The term CRB Host Material applies regardless of whether the material has CRB in any life stages or is devoid.
- **“CRB Host Palms”** means live palm plants in any palm genera. This does not include unsprouted seeds.
- **“Facility”** means all contiguous land including buffer zones and structures, and improvements on the land used for the handling of solid waste. *
- **“Full Turn Over”** means a survey method in which the entire pile is thoroughly searched for the presence of CRB at any life stage.
- **“Grinding”** means using a tub grinder or horizontal grinder to process plant matter to achieve a reduced particle size material.

- **“Heat Treatment”** means a method, including but not limited to hot composting, in which microbial activity brings the average temperature at the core of the material to at least 131° Fahrenheit (55° Celsius) for at least 72 hours.
- **“Mulch”** means plant matter that has been chipped, ground, or shredded and is intended to be used as a protective covering for establishing a vegetative landscape that is spread or left on the ground to reduce evaporation, maintain even soil temperature, reduce erosion, control weeds, or enrich the soil.
- **“Processing”** means an operation to convert solid waste into a useful product or to prepare it for disposal.
- **“Processing Center”** means a Compliant waste-handling facility performing Processing of CRB host material.
- **“Program Officer”** means an employee of HDAB or their designated representative who is authorized to enter into a Compliance Agreement with a Participant.
- **“Provisional Compliance Agreement”** means a Compliance Agreement with additional requirements as approved by the Program Officer. Participants shall be placed on Provisional Compliance Agreements if they violate any terms of the Compliance Agreement. The additional requirements may vary based on the circumstances and scope of the violation.
- **“Quarantine Area”** means the infested area of Hawaii Island as set out in the interim rule
- **“Receiver”** means an entity that knowingly accepts deliveries of CRB Host Material, to include CRB Host Material activities of a “Transfer station” as defined below.
- **“Spill”** means any unexpected, unintended, or uncontrolled movement, loss, or other discharge of CRB Host Material or CRB Host Palms during Transport (eg., materials are not able to be delivered to the intended location but are redirected to an alternate location).
- **“Spot Check”** means a Program-approved survey method where piles of CRB Host Material are surveyed for CRB breeding site suitability and the presence of CRB at any life stage.
- **“Stockpiling”** means the act of staging CRB Host Material, such as in a pile, accessible to CRB.
- **“Transfer station”** means a permanent, fixed supplemental collection and transportation facility, used by persons and route collection vehicles to deposit collected solid waste from off-site into a larger transfer vehicle for Transport to a solid waste handling Facility. Transfer stations may also include recycling activities. *
- **“Transport”** means the movement of CRB Host Material out of a single Tax Map Key (TMK) parcel.

[*definition from Department of Health (DOH)]

Compliant Participants:

- A list of Compliant participants including, but not limited to: landscapers, Transporter/haulers, contractors, contracting entities, Processing facilities, and nurseries is maintained by the Program.

Points of Contacts:

- BIISC Response general line – (808) 933-3340 or CRB hotline (808) 731-9232 (text receptive) or email biisc@hawaii.edu
- CRB Response Team Oahu (808) 679-5244 or info@crbhawaii.org
- Hawaii Department of Agriculture Plant Quarantine Branch general line– (808) 832-0566 or Hilo branch (808) 974-4140

Section 1: General Requirements for All Participants

The Participant shall comply with all requirements of this section.

Training:

1. Prior to execution of a Compliance Agreement, all Participant staff who transport; prepare, plan or direct Transport; or facilitate receipt or Processing of CRB Host Material, must be trained by the Program to ensure understanding of Compliance Agreement requirements, risks posed by CRB, identification of all life stages of CRB, and identification of CRB damage to plants.
2. Participants must contact the Big Island Invasive Species Committee (BIISC) to schedule the training for all staff listed above.
3. The training will consist of a presentation outlining the current status of the CRB infestation in Hawaii, compliance procedures and requirements, and identification of CRB. It will take approximately one hour, excluding questions from trainees. Training can be arranged by contacting the Big Island Invasive Species Committee at (808) 933-3340 or biisc@hawaii.edu.
4. Once the Participant has a valid Compliance Agreement, for the addition of any new staff who fall into the categories listed in paragraph 1 above, the Participant should contact BIISC within 30 days of the start date to arrange for training.
5. A list of trained staff will be collected during the training and maintained by the Program.

Reporting: The Participant must immediately report any detection of suspected CRB specimens or suspected signs of CRB damage to the Program at (808) 731-9232 or biisc@hawaii.edu. Include photos in text/email if possible.

1. In the event a suspected CRB specimen is found, it must be collected and held for retrieval and identification by the Program. Live specimens must be placed in a sealed container with a lid (no plastic bags). If a plastic container is used, it must be 2 mm or thicker gauge plastic. Specimens can be placed in a freezer if available.
2. Spill Notification: Notify the Program Officer of a CRB Host Material Spill as soon as possible, but no later than 24 hours after a Spill.

Access, Inspection and Monitoring: The Participant shall provide the Program access to locations, facilities, and vehicles associated with the Transport, Processing, maintenance or storage of CRB Host Materials, including locations and facilities where CRB Host Material is sold.

1. Access to conduct inspections of: CRB Host Materials; areas where CRB Host Material is grown, staged, stored, loaded, unloaded, or otherwise processed; vehicles used to Transport CRB Host Material, including the areas where they are stored; and any Processing machinery for CRB Host Material including the areas where the machinery is used or stored. The Program will schedule routine inspections and monitoring with the Participant at least every six (6) months, but reserves the right to conduct random, unannounced inspections on a periodic basis.
2. Access during the Participant's normal working hours for installation, maintenance, and checks of CRB traps (panel or barrel). Once CRB traps are installed, they shall not be accessed, disturbed, or moved without prior notification and approval from the Program except in case of emergency.
3. The Participant shall inspect all Mulch and Compost at least every four (4) months for signs of CRB infestation. Inspection shall include a Full Turn Over or Spot Check and may include a Canine Survey provided by the Program, subject to availability and pre-arrangement.

CRB Detections: If CRB are detected within CRB Host Materials:

1. If the Program Officer determines a treatment program and corrective action are appropriate, the Participant shall fully cooperate with the Program to develop and implement a treatment program and take corrective action to eliminate all CRB.
2. If the Participant is unable or unwilling to implement a treatment program and corrective action the participant will be considered non-compliant. See Section 7 for details of noncompliance.

Compliance with other laws: The Participant shall maintain current required permits and certificates for business, including those issued by the Hawaii Department of Health, Hawaii Department of Transportation, Hawaii Department of Commerce and Consumer Affairs, and HDAB.

Section 2: Transport of CRB Host Palms from or within the Quarantine Area

The Participant shall comply with all requirements of this section when transporting or preparing, including through sale, to Transport CRB Host Palms from or within the Quarantine Area.

CRB Host Palms may harbor CRB, and their Transport may spread CRB to new areas within and outside of the Quarantine Area. To minimize the risk of CRB being transported with CRB Host Palms:

1. Within 48 hours prior to transportation from or within the Quarantine Area, a CRB Host Palm shall be inspected by Program trained Participant staff and a written record of inspections shall be maintained.
2. Program-trained Participant staff shall ensure that the following requirements are met:
 - a. No CRB Host Palm shall be transported if any life stage of CRB is detected on or in the palm or material moving with the palm (e.g., soil or containers). This includes eggs, larvae (grubs), pupae, adult beetles, and incomplete CRB specimen(s) of any stage.
 - b. Based on the inspection of Participant staff, no CRB Host Palm shall be transported if it bears any sign of damage by CRB. Damaged spear, heart, or meristem tissue shall not be removed, and palms damaged in this way shall not be transported.
 - c. Transport of Infested CRB Host Palms or CRB Host Palms showing signs of CRB damage shall not occur unless:
 - i. Subjected to a treatment approved by the Program Officer in writing that would eliminate all life stages of CRB; or
 - ii. Under safeguards for destruction of infested materials, as approved by the Program Officer in writing.
3. The inspection required above prior to transportation shall include the following parts of the CRB Host Palm:
 - a. Root Zone:
 - i. If the CRB host palm was dug from the ground or placed in a container within the last 30 days, all external surfaces of the root ball and associated soil or potting medium shall be visually examined for the presence of any life stage of CRB.
 - ii. If the CRB host palm has been growing in a pot or other container for more than 30 days and will be transported in that container, the palm shall either:
 - I. Be removed from the pot and examined as in paragraph 1 above; or
 - II. The container and root ball shall be completely submerged in water for at least 1 hour then the upper surface of the potting medium shall be inspected for the presence of any life stage of CRB.
 - b. Trunk: The trunk of the CRB host palm will be visually examined for holes and rot, including:
 - i. The entirety of each hole in the trunk will be inspected for any presence of CRB; and
 - ii. All rotting parts of the trunk will be removed and inspected for CRB
 - c. Crown: The crown of the CRB host palm shall be visually inspected for any presence of CRB or CRB damage, including:
 - i. Each frond will be visually inspected for the presence of CRB damage, including V-cuts and boreholes; and

- ii. The entire length of the spear (the youngest, unopened frond) will be inspected for CRB boring damage.
- 4. CRB Host Palms shall be transported from the origin to the destination within 48 hours of inspection.

Section 3: Transport of CRB Host Material, other than CRB Host Palms and Potted Plants, from or within the Quarantine Area

The Participant shall comply with all requirements of this section when Transporting, or preparing to Transport including through sale, CRB Host Material from or within the Quarantine Area.

CRB Host Material may be breeding material for CRB, and its Transport may spread CRB to new areas within and outside of the Quarantine Area. To minimize the risk of CRB being transported with CRB Host Material:

1. Participant shall ensure that CRB Host Material shall not be Transported unless it meets one of the criteria below.
 - a. The material was removed from a living plant within the last 30 days. Removal date will be determined by surveying the composition of insects in the material and their life stages.
 - b. The CRB Host Material has been subjected to a treatment that eradicates all life stages of CRB within 48 hours prior to Transport. If the material is intended for storage in c. below, the treatment must be completed immediately before storage. Suitable treatments are one of the following:
 - i. The CRB Host Material has been subject to Heat Treatment.
 - ii. The CRB Host Material has been processed by Chipping or Grinding.
 - iii. The CRB Host Material has been treated with sulfuryl fluoride fumigant pursuant to methods recommended by the UH-CTAHR CRB research team and applied in accordance with the product label. A certificate of treatment issued by a licensed pesticides applicator shall be maintained and be made available upon request.
 - c. The CRB Host Material has been continuously stored within a container that:
 - i. Has no gaps or holes larger than ½ inch when sealed;
 - ii. Is composed of material that is impenetrable by CRB adults. Fabric, tarps, and erosion socks are examples of materials/containers NOT approved for storage;
 - iii. Has been sealed from sunset to sunrise (overnight) while any CRB Host Material has been stored within it and;
 - iv. Either 1a. or 1b. above was met immediately prior to adding the CRB Host Material to the container.

- d. Commercially bagged plant propagation media and commercially bagged mulch that does not meet the requirements of a., b., or c. above may be Transported, or prepared for Transport including through sale, if it is:
 - i. Inspected by Program trained Participant staff and a written record of inspections shall be maintained on an on-going basis; and
 - ii. Stored from sunset to sunrise indoors or in a container described in c. above.
 - e. The CRB Host Material is being directly delivered to a Compliant Processing Center.
2. Special rule for Compost: Compost that is not completely processed shall not be moved from the Quarantine Area.

Trailer and Vehicle Cleaning: After unloading of all CRB Host Material, the container and/or vehicle used to contain transported CRB Host Material shall have all remaining debris removed by sweeping or blowing. The container and/or vehicle shall be visually inspected for CRB prior to departure from the compliant receiving Facility.

Section 4: Movement of Potted Plants

The Participant shall comply with all requirements of this section when transporting or selling potted plants within the Quarantine Area or that will be transported from the Quarantine Area.

Potted plants of all species may harbor CRB, and the sale (including donation, barter, or give aways to the public) could spread CRB. Different types of sales and their associated transport present different risks of spreading CRB to new areas. To minimize the risk of CRB being transported with/in potted plants:

1. Participants that sells potted plants on a retail basis to the final consumer shall:
 - a. Have all potted plants inspected by Program trained Participant staff and a written record of inspections shall be maintained on an on-going basis.
 - b. Post educational signage on the detection and risks of CRB; and
 - c. Provide purchasers of their potted plants with educational materials related to CRB detection, inspection, and risks.
2. Participants that sell wholesale or otherwise provide potted plants to a person who is not the final consumer shall
 - a. Have all potted plants inspected by Program trained Participant staff and a written record of inspections shall be maintained on an on-going basis.
 - b. For potted plants that will be transported outside the Quarantine Area, work with the Program Officer or designee to develop protocols include Canine Surveys, submersion treatments, or other appropriate actions to prevent the movement of CRB along with the potted plants.
3. Program-trained Participant staff shall ensure that the following requirements are met:

- a. No potted plants shall be transported from or within the Quarantine Area if any life stage of CRB is detected on or in the plant or material moving with the plant (e.g., soil or containers). This includes eggs, larvae (grubs), pupae, adult beetles, and incomplete CRB specimen(s) of any stage.
- b. Based on the inspection of Participant staff, no potted plant shall be transported within or from the Quarantine Area if it bears any sign of damage by CRB.
- c. Potted plants shall be transported from the origin to the destination within 48 hours of inspection.

Section 5: CRB Host Material Receiver or Processing Center

The Participant shall comply with all requirements of this section when operating a Receiver or Processing Site for CRB Host Material within the Quarantine Area.

CRB Host Material may be breeding material for CRB. Receivers or Processing Centers, that contain CRB Host Material may facilitate the spread of CRB to new areas within the Quarantine Area. To minimize the risk of CRB being transported to a Receiver or Processing Center, each Participant that is a Receiver or operating a Processing Center that receives or processes CRB Host Material from within the Quarantine Area shall comply with the following:

1. Transporter/Hauler Verification:
 - a. The Processing Center shall only accept CRB Host Material from a transporter or hauler operating under a valid Compliance Agreement;
 - b. Before acceptance of CRB Host Material, the Processing Center must verify that the transporter/hauler has a valid Compliance Agreement using information provided by HDAB. Failure to do so cancels this agreement; and
 - c. Noncommercial loads that are smaller than 3 cubic yards are exempted from transporter/hauler verification.
2. Processing:
 - a. All received CRB Host Material must be subjected to Chipping or Grinding within 72 hours of delivery to the Receiver or Processing Center.
 - b. CRB Host Material must be subjected to Heat Treatment. Once CRB Host Material has reached this temperature and duration requirement for Heat Treatment, it is considered Completely Processed. Temperature logs may be verified to ensure compliance.
 - c. CRB Host Material is prohibited from leaving the Processing Center until it is Completely Processed.
 - d. Stockpiling:
 - i. Once considered Completely Processed, CRB Host Material may be stockpiled for up to four (4) months; and

- ii. Any CRB Host Material stockpiled for more than four (4) months shall be subjected to inspection, including, but not limited to: Canine Survey, Full Turn Over, or Spot Check.

Section 6: Contracting Entities for Work with CRB Host Material

Under HDAB Plant Quarantine Interim Rule 26-__ and similar rules and section 141-1, HRS, businesses, municipalities, organizations, agencies, departments, or authorities who hire contractors for work with CRB Host Material are required to hire contractors with active Compliance Agreements. Contracting entities who knowingly finance, allow, or enable the unlawful movement of CRB Host Material may be subject to any or all penalties set out in Section 7, "Fee Schedule and Non-Compliance."

Examples of contracted work with CRB Host Material that requires a compliant contractor:

- Removal of a dead tree. Both the tree trimmer and Processing Site shall be compliant.
- Groundskeeping, landscape maintenance, and tree trimming contractors and Processing Sites shall be compliant.
- Paid or unpaid Transport of unprocessed CRB Host Material.

CRB Host Material (excluding CRB Host Palms and potted plants) within the Quarantine Area shall be removed and transported to a compliant Processing Site within 30 days in accordance with the regulations outlined in Section 1, General Requirements. The duration of Stockpiling shall be verified by the Program Officer or designee and based on surveying the composition of insects in the material and their life stages.

1. Contractors shall abide by all requirements of the Compliance Agreement relating to the proper disposal of all CRB Host Material generated through tree trimming, removal, mulching, composting, and sanitation pick-up.
2. All contracts led by the contracting entity involving CRB Host Material in the Quarantine Area shall include a clause requiring the contractor or subcontractor to have a valid Compliance Agreement with the Program. Documentation of the valid Compliance Agreement by the contractor or subcontractor must be provided and retained prior to any work being awarded. Violators may be subject to any or all penalties set out in Section 7, "Fee Schedule and Non-Compliance."
3. A list of compliant contractors will be provided by HDAB.
4. If you plan to use a contractor who does not have a valid Compliance Agreement, direct them to contact a Program officer to establish an agreement before the initiation of work.

Section 7: Fee Schedule and Non-Compliance

Inspection Fees: Fees for inspections carried out by HDAB staff under this Compliance Agreement (to be defined by HDAB)

Non-Compliance: A Participant who fails to comply with any part of this Compliance Agreement may be subject to any or all of the following:

1. Participation in Program-led retraining of all Participant staff directly and indirectly involved with CRB Host Materials;
2. Change to Provisional Compliance Agreement status;
3. Cancellation of the Compliance Agreement; and
4. Civil and/or criminal penalties pursuant to section 150A-14, HRS and/or interim rule 26-____.

Depending on the circumstances (i.e. self-reported, type, frequency, egregiousness/negligence, etc.) of the infraction(s), the Program Officer shall determine the appropriate corrective action. In certain limited circumstances, the Program Officer has the authority to waive penalties on a case-by-case basis.

Retraining: The Participant shall complete the retraining for all pertinent staff within two weeks of a written notification. The timeframe may be extended if approved by the Program Officer in writing.

Provisional Compliance Agreement: The Participant shall:

1. Complete retraining for all pertinent staff within two weeks unless otherwise approved by the Program Officer in writing;
2. Work with the Program to develop and implement appropriate corrective actions for all violations, including written policies and procedures to prevent recurrence; and
3. Have the appropriate locations, facilities, and vehicles re-inspected.

The corrective actions and reinspection shall be completed within a timeframe approved by the Program Officer in writing. During the provisional period, the Participant is allowed to Transport and/or receive CRB Host Materials and CRB Host Palms, unless otherwise notified by the Program Officer in writing. Failure to complete retraining, develop and/or implement corrective action(s) or allow reinspection(s) within the Program-approved timeframe will result in an immediate cancellation of the Compliance Agreement.

Cancellation: A Compliance Agreement shall be cancelled and considered invalid upon written notification from the Program Officer to the Participant. In the event of Compliance Agreement cancellation, all CRB Host Material and/or CRB Host Palms shall not be transported by or accepted from the Participant. Additionally, all CRB host Material and/or CRB host palms may be moved, seized, treated, quarantined and/or destroyed at the discretion of the Program Officer. Any expense or loss in connection therewith shall be borne by the Participant. Destruction or treatment of noncompliant material must happen and may include the Administrative warrant process to enforce.

If the Compliance Agreement is canceled under this section, the Participant may reapply for a new Compliance Agreement after providing the Program Officer with evidence that all prior incidents of non-compliance have been corrected and documenting policies and procedures to ensure future adherence to the Compliance Agreement. In addition to the reapplication, the Participant must also retrain all pertinent staff and have the appropriate locations, facilities, and vehicles, as appropriate, reinspected. In this instance, the Program Officer has the discretion to require additional terms and conditions to ensure compliance. The HDOA may then approve the issuance of a new Compliance Agreement if the Participant is able to demonstrate the ability to comply with requirements of the Compliance Agreement, including the terms and conditions set by the Program Officer, if applicable, to maintain compliance with the Compliance Agreement.

Civil and Criminal Penalties: All violations that involve civil and or criminal sanctions, including, but not limited to knowingly moving/transporting CRB infested materials without Program authorization; or collecting, intentionally harboring, or breeding CRB, may be referred to the Department of the Attorney General for further investigation, in accordance with HRS 150A-14.

Prohibition on Transfer of Compliance Agreement: The Participant is prohibited from transferring this Compliance Agreement, including any duties, authorities or responsibilities held under the Compliance Agreement, to any other person, party, or entity.

Compliance Agreement:

By signing this Compliance Agreement, the Participant understands and agrees to comply with all requirements herein. The Participant shall self-execute all applicable requirements within this Compliance Agreement and may be subject to any or all of the penalties listed above for failure to comply with any of the requirements listed in this Compliance Agreement.

This Compliance Agreement becomes effective upon completion of Participant staff training, completion of an initial site inspection, and assignment of a Compliance Agreement number. The Compliance Agreement shall remain in effect until the Compliance Agreement Expiration Date below unless canceled by either party in writing on 30 days' notice to the other at the address of the other party appearing above, or unless unilaterally suspended or canceled by the Program Officer as provided in this Compliance Agreement.

The Participant assumes all liability, if any, arising from, or associated with, the manner in which the Participant sells, handles, and/or distributes any CRB Host Material.

Authorized Participant Signature

Date

Typed or Printed Name

Title

For Program Use Only:

Compliance Agreement Expiration Date

Program Officer Signature

Date

Typed or Printed Name

Title

Compliance Agreement Number: _____

DAVID Y. IGE
Governor

JOSH GREEN
Lt. Governor

ATTACHMENT D



State of Hawaii
DEPARTMENT OF AGRICULTURE
1428 South King Street
Honolulu, Hawaii 96814-2512
Phone: (808) 973-9600 FAX: (808) 973-9613

APPENDIX A
PHYLLIS SHIMABUKURO-GEISER
Chairperson, Board of Agriculture

MORRIS M. ATTA
Deputy to the Chairperson

HAWAII DEPARTMENT OF AGRICULTURE

PLANT QUARANTINE INTERIM RULE 22-1

Prohibits The Intra- And Inter-Island Movement Of Coconut Rhinoceros Beetle (*Oryctes Rhinoceros*) Host Material, Including But Not Limited To Entire Trees, Green Waste, Compost, Mulch, Trimmings, Fruit And Vegetative Scraps And Decaying Stumps Of Palmeceous Plants And Trees, Within And From The Island Of Oahu Except By Permit Issued By The Hawaii Department Of Agriculture

Under authorization granted in Section 150A-9.5, Hawaii Revised Statutes (HRS), the Hawaii Department of Agriculture (Department) hereby establishes this interim rule to impose a quarantine on the movement of coconut rhinoceros beetle host material, including but not limited to entire trees, green waste, compost, mulch, trimmings, fruit and vegetative scraps and decaying stumps of Palmeceous plants and trees, within and from the Island of Oahu except by permit issued by the Hawaii Department of Agriculture. These quarantine areas are established to address the emergency and prevent the spread of the coconut rhinoceros beetle (*Oryctes rhinoceros*) (CRB), from areas infested by CRB to un-infested areas within the State.

Movement or transportation of CRB host material, including but not limited to entire trees, green waste, compost, mulch, trimmings, fruit and vegetative scraps and decaying stumps of Palmeceous plants and trees, within and from the Island of Oahu is prohibited except by permit issued by the Department:



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June 30, 2022
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1) Movement of any host material for the CRB, including Palmeaceous palms and trees, compost, and green waste under state compliance agreement or with a state phytosanitary certificate; 2) All host material being moved within the quarantine area must be completely enclosed or covered with a secure lid to prevent the spread of CRB during transport to the approved green waste disposal site. Subcontractors must transport chipped green waste to an approved offsite disposal/processing center in approved containers. These containers must be completely enclosed or covered with a lid during the transport to the offsite disposal/processing center; 3) Processing of any host material for the coconut rhinoceros beetle in approved facilities is allowed under HDOA state compliance agreements; 4) Inter-island movement of any CRB host material is allowed only under HDOA state compliance agreements or permit; 5) Sale and trade of any CRB host material is allowed under HDOA state compliance agreements; and 6) Nursery stock material considered CRB host material is allowed to leave the quarantine areas only under HDOA state compliance agreements.

All movement is subject to inspection and approved mitigation and decontamination measures. This interim rule does not affect the movement of approved nursery stock material, provided it is shipped directly from an infested area to a destination outside of the State.

Any person who violates this rule shall be guilty of a misdemeanor and fined not less than \$100. The provisions of HRS section 706-640 notwithstanding, the maximum fine shall be \$10,000. For a second offense committed within five years of a prior conviction, the person or organization shall be fined not less than \$500 and not more

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than \$25,000.

This interim rule shall become effective on Friday, July 1st, 2022, and is valid for no longer than one year from its inception.


PAUL S. SHIMABUKURO-GEISER
Chairperson, Board of Agriculture

STATE OF HAWAI'I
DEPARTMENT OF AGRICULTURE AND BIOSECURITY
AGRICULTURAL RESOURCE MANAGEMENT DIVISION
HONOLULU, HAWAI'I

January 27, 2026

Board of Agriculture and Biosecurity
Honolulu, Hawai'i

Subject: UPDATE ON PLAN TO ADDRESS DELINQUENT
IRRIGATION BILLS FOR THE MOLOKA'I IRRIGATION
SYSTEM, AS PRESENTED TO THE BOARD OF
AGRICULTURE AND BIOSECURITY ON SEPTEMBER
23, 2025

I. **Background**

The 2025 Hawai'i Legislative Session prioritized the matter of outstanding delinquencies by farmers on the Moloka'i Irrigation System (MIS), which is managed and operated by the Department of Agriculture and Biosecurity (Department) under Hawaii Revised Statutes (HRS) 167, and Hawaii Administrative Rules (HAR) 4-157. To address this issue, the legislature appropriated funds to the Department for irrigation related expenses. Pursuant to Section 167-6(a)(5), HRS, the board has the power to charge and collect water tolls, fees, and other charges.

This plan was introduced to the MIS Water Users Advisory Board at their meeting held on August 12, 2025. On September 23, 2025, the Department came before the Board to present a plan and request Board approval on the following action:

That the Board of Agriculture and Biosecurity, pursuant to section HRS 167-6 and HAR 4-157-21(1), approve the Department's action to initiate and complete the plan to nullify balances of Moloka'i Irrigation System accounts that are delinquent as of October 31, 2025.

The Board approved the recommendation as agenda item IV.B.1. The Board also requested that the Department provide an update on the matter at the January 2026 meeting.

II. Update

Summary of Plan. The Department implemented a one-time adjustment initiative allowing delinquent users to address past due balances, while also notifying all users of measures being taken to prevent future delinquencies. Delinquent users were required to submit a signed Settlement Agreement form and new Irrigation Water Application, and to indicate whether they wished to reaffirm their commitment to the system or request removal. Users that accepted the adjustment offer and requested removal from the system could have their MIS account closed and their meter turned off. Delinquent account holders who did not accept the adjustment offer or otherwise resolve their outstanding balances had their irrigation water service discontinued, and their cases were forwarded to the Department of the Attorney General for further action.

Users without delinquent balances were also notified of the adjustment event and given the opportunity to participate. However, these users were not penalized if they did not submit any of the forms.

Department Outreach. Following Board approval at the September 23, 2025 meeting, the Department initiated a comprehensive outreach effort to inform MIS account holders of the adjustment plan and outline the steps required to adjust their existing balances. Initial correspondence was sent to MIS consumers on October 1, 2025 with a response deadline of December 15, 2025.

To ensure awareness and provide all MIS account holders an opportunity to respond, the Department conducted an aggressive outreach campaign targeting more than 250 MIS account holders, with particular emphasis on the 82 delinquent accounts at risk of losing their MIS service. Outreach efforts included the following:

- During October and November 2025, the Department mailed three (3) notices to all users, including one notice enclosed with the monthly invoice.
- From late October through early November 2025, the Department staff conducted door-to-door visits to all consumers, delivering an additional copy of the notice and forms to each service location.
- The Department hosted an in-person assistance event to help MIS users complete the required paperwork to receive the adjustment and remain on the system. The event was announced in the mailed and hand delivered notices. It was also published in the Moloka'i Dispatch on November 5, 2025. The assistance event was held November 12, 2025 from 8:30 am – 6 pm, at the Department of Hawaiian Home Lands (DHHL) Office and MIS Baseyard.
- In December 2025, the Department focused outreach efforts on delinquent account holders who had not responded to prior communications. A fourth letter was mailed, and followed up with door-to-door visits and phone calls.

Department of Hawaiian Home Lands (DHHL) Moloka'i Office Assistance. Many of the MIS users are DHHL lessees and the irrigation water application process requires landowner concurrence. To ensure that the correct lessees of record were involved and that all required documentation was completed, the Department worked closely with the DHHL Moloka'i Office. The DHHL Moloka'i office staff played in an instrumental role in facilitating this process.

Outcome. At the start of the implementation, 82 MIS accounts were delinquent and over 60 days in arrears. The follow-up status of these 82 accounts is as follows:

- 58 account holders requested the adjustment and requested to remain on the system,
- 12 account holders requested the adjustment and requested removal from the system,
- 3 account holders paid their outstanding bills and remain on the system,
- 4 account holders did not respond, but their accounts were adjusted to zero based on DHHL's review. In these cases, adjustments were made due to extenuating circumstances, such as the account holder having passed away, and
- 5 account holders did not respond.

Following the December 15, 2025 deadline, the Department shut off and discontinued irrigation water service for the five (5) account holders who did not respond to the adjustment offer and issued written notification that they were no longer authorized to obtain water from the MIS. These accounts were referred to the Department of the Attorney General for further action. The Department will continue to monitor these account locations to ensure that unauthorized use of water does not occur.

The Department also shut off and closed accounts for former account holders that requested account closure and removal from the system. These closed accounts will also be monitored to verify that unauthorized use of water does not occur.

At the start of the effort, the MIS had 82 accounts that were over 60 days delinquent, in the amount of \$1,523,471.88. As of December 31, 2025, the MIS had 5 accounts that are over 60 days delinquent in the amount of \$20,705.54.

Board of Agriculture and Biosecurity
January 27, 2026
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In the event that future delinquencies occur, they will be addressed promptly. The Department plans to turn off irrigation water, remove irrigation meters as needed, and cancel irrigation accounts if delinquencies occur in the future.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Brian Kau", written over a horizontal line.

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

APPROVED FOR SUBMISSION:

A handwritten signature in blue ink, appearing to read "Sharon Hurd", written over a horizontal line.

SHARON HURD
Chairperson, Board of Agriculture and Biosecurity