

**From:** [Ka'apuni Aiwahi](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] Testimony  
**Date:** Monday, May 5, 2025 1:35:41 PM

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Aloha,

I am here to testify on item D1 relating to Pōhakuola Training Area.

My name is Ka'apuni Aiwahi and I am testifying for **NON-ACCEPTANCE** of the FEIS. To be concise, the land will NEVER return to its natural state due to the type of use by the army. The 'āina will NEVER be properly cleaned because there is no current technology to clean up every inch of those thousands of acres. The prolonged use of the Army on those 'āina are only further condemning the health of that land.

Mahalo,  
Ka'apuni Aiwahi  
Native Tenant

## TESTIMONY OF LEI AYAT-VERDADERO

Against the Renewal of Military Leases at Pōhakuloa Training Area

Submitted to: State of Hawai'i Department of Land and Natural Resources (DLNR)

Aloha mai kākou,

My name is Lei Ayat-Verdadero, and I submit this testimony in strong opposition to the renewal of military leases at Pōhakuloa Training Area (PTA). As a kama'āina of Hawai'i, I am compelled by kuleana—my deep responsibility to 'āina, to future generations, and to our lāhui (nation)—to voice firm resistance to the continued occupation and desecration of this sacred land.

### CULTURAL VIOLATIONS

Pōhakuloa is a wahi pana (sacred place) with deep spiritual, genealogical, and historical significance to Native Hawaiians. It is a storied landscape, filled with heiau (temples), burial sites, and trails that connect generations to ancestral practices. The military's presence and continued use of live-fire training has resulted in irreparable desecration of these cultural sites. The destruction of iwi kūpuna (ancestral bones) and cultural features is not only morally indefensible—it violates Native Hawaiian rights guaranteed by the State Constitution, which affirms the obligation to protect traditional and customary practices.

### ENVIRONMENTAL DEVASTATION

The environmental degradation caused by decades of bombing and weapons testing at PTA is both undeniable and well-documented. Hazardous materials such as depleted uranium, lead, and other heavy metals have contaminated the soil and groundwater. The military has admitted to using depleted uranium munitions at PTA, posing an ongoing threat to the health of our ecosystem and residents alike. Moreover, the training area lies atop a major aquifer that provides water for Hawai'i Island. Continued military use puts this critical resource at risk.

PTA is also home to endangered and endemic plant and animal species found nowhere else on Earth. Ongoing military activity directly undermines conservation efforts and violates federal and state environmental protections.

## HEALTH IMPACTS

Residents and Hawaiian cultural practitioners who live and gather near the training area suffer from increased exposure to toxic materials and particulate matter, especially during and after bombing exercises. There is inadequate public health monitoring of long-term effects, and community concerns about increased rates of respiratory illness and cancer continue to go unaddressed.

## LACK OF ACCOUNTABILITY AND TRANSPARENCY

The military has demonstrated repeated disregard for transparency and for its legal obligations under the lease terms. Despite decades of use, there is little evidence of comprehensive cleanup or restoration. The lack of meaningful community engagement and oversight undermines public trust and violates the principles of free, prior, and informed consent, especially for Native communities.

## ALTERNATIVES EXIST

The notion that training at Pōhakuloa is essential for national defense ignores alternatives that are less harmful and more consistent with environmental and cultural protections. Other training sites on the continent do not pose the same risks to sacred lands and resources.

## CONCLUSION

The continued leasing of Pōhakuloa lands to the military represents an extension of historical injustices and an active assault on our culture, health, and environment. I urge the Department of Land and Natural Resources and other state leaders to honor their fiduciary duty to the people of Hawai‘i—not to the Department of Defense.

We cannot heal as a lāhui while our sacred lands remain under bombardment. We cannot thrive while the health of our ‘āina and our people is sacrificed for militarism. The leases must end. The land must be restored. And our people must be heard.

Mahalo for considering this testimony.

Lei Ayat-Verdadero

Hawai‘i Island Resident, Cultural Practitioner, and Advocate for Aloha ‘Āina

Mahalo (thank you),

Lei

**From:** [Patricia Blair](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] Reject the Army's EIS as in adequate on the Pohakuloa Training site  
**Date:** Monday, May 5, 2025 12:54:41 PM

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Your responsibility is to Hawaii. Much harm has been done by military training at Pohakuloa, an Hawaiian Sacred Site on the Big Island. It's your responsibility to end any further lease possibilities and request that the US military clean up its toxic mess and mess no more. Patricia Blair, Kailua, 8088886393  
Sent from my iPad

May 5, 2025

Chairperson Dawn Chang and Members of the Board  
Board of Land and Natural Resources  
State of Hawai'i  
1151 Punchbowl Street, Room 132  
Honolulu, HI 96813

RE: **Testimony in Support of the Pohakuloa Training Area** (BLNR Meeting 5/9/2025)

Dear Chairperson Chang and Members of the Board:

I am writing to support the U.S. Army's request to retain training lands at Pōhakuloa Training Area (PTA). The training area at PTA is essential to the readiness of the Army, Marines, and the Army National Guard and plays a significant role in the training of the entire military, writ large. I know first-hand how important PTA is to readiness.

As a Lieutenant, I trained at PTA with my buddies in the 25<sup>th</sup> Infantry Division prior to deployment to Vietnam in 1965. Our training here, to include PTA, proved vital to our combat effectiveness as we had learned large unit operations, live fire, and how dangerous combat could be. It was vital.

Years later, I returned as a more senior officer and found the same dependence on PTA with the same units and formations attaining and sustaining levels of readiness. For example, I had the opportunity to evaluate the training readiness of one of our Army National Guard battalions and saw how these citizen soldiers rapidly grasped the complexities of battalion operations; PTA was/is the only training area when that unit, and like units, could see, learn, and practice the tactics and techniques needed. Of course, the active force units trained at their appropriate level of readiness, both in size and complexity, at the only suitable location -- PTA.

Over the decades, the Army has systematically improved its stewardship of the training area, implementing preservation steps concerning the environment, both natural and man-made. And, the Army presence there has enabled emergency assistance to the nearby communities in the form of fire-fighting, medevac, to name but two. Good neighbors, to be sure. These achievements and contributions are a matter of record.

I note the Army proposes to retain approximately 22,000 acres, which is a small fraction of the total PTA (federal land). The 22,000 acres are crucial to the training value of PTA, and

should be the basis for an agreement with the State for a lease with appropriate compensation.

In conclusion, I hope the Board will accept the Final Environmental Impact Statement (FEIS) and further appreciate the Army's efforts to retain PTA for training, training that includes the entire military, the National Guard, and first-responders to varying and important levels of complexity.

Mahalo for your time and work.

-- David A. Bramlett

General, US Army (Ret)

Hawaii Resident

**From:** [Emelia Briscoe](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] Army EIS  
**Date:** Monday, May 5, 2025 2:15:08 PM

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Aloha Land Board Members:

I am writing to express my strong opposition to the U.S. Army's proposed retention of leased lands at Pōhakuloa Training Area, and to urge the land board to reject the Army's EIS.

Pōhakuloa is not just a piece of land—it is a wahi pana, a sacred and storied place, home to irreplaceable Native Hawaiian cultural sites and some of Hawai'i's most endangered species. The Army has not demonstrated the capacity or will to serve as a proper steward of this land, and the FEIS fails to meaningfully address these concerns.

For example, the Army's actions have already resulted in the burning of nearly 20,000 acres, including designated critical habitat for native flora and fauna. This is unacceptable. Additionally, the ongoing use of live-fire and bombing in the impact area raises serious concerns about environmental contamination, safety, and long-term degradation of both the land and water.

Military training activities of this scale are simply not compatible with conservation, cultural integrity, or aloha 'āina. Enough is enough.

The FEIS is insufficient and should be rejected on several grounds:

Inadequate Environmental and Cultural Impact Analysis

Lack of a sufficient plan to mitigate impacts to cultural and natural resources

Concerns about depleted uranium on the site have gone unaddressed

Military usage is incompatible with the conservation district designation

The approval of the EIS ultimately conflicts with the BLNR's constitutional duty mālama 'āina

I urge the members of the land board to respect the land, the culture, and the people of Hawai'i by rejecting the Army's FEIS for Pōhakuloa. It's time to return these lands and begin a real process of healing and restoration.

Mahalo,  
Emelia Briscoe  
Honolulu

**From:** [Syl Cabral](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] Protect the Land, Culture and People. Reject Army FEIS at Pohakuloa  
**Date:** Monday, May 5, 2025 12:42:23 PM

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Further please block all space rockets flying in and around the Pacific Ocean. I urge the members of the land board to respect the land, the culture, and the people of Hawai'i by **rejecting the Army's FEIS** for Pōhakuloa. It's time to return these lands and begin a real process of healing and restoration. the ongoing use of live-fire and bombing in the impact area raises serious concerns about **environmental contamination, safety, and long-term degradation** of both the land and water.

A.I. Tips <https://join.aiforbusiness.com/437.html>

Syl Cabral's Real Estate Store  
808 879 9007

<https://join.aiforbusiness.com/437.html>

**From:** [Bobby Camara](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] Pōhakuloa lease Testimony  
**Date:** Monday, May 5, 2025 11:45:30 AM

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Welina mai,

I write IN STRONG OPPOSITION to renewing leases at Pōhakuloa.

Absolutely no way in hell. That ‘āina is a precious part of Hawai‘i. It still holds, despite decades of military abuse, cultural resources of many kinds.

The land has been abused by bombings, wildland fires, by the mining of named Pu‘u, by dumping rubbish, etc. The military issues press releases about the good works they do in preserving endangered species, in mapping cultural sites, etc. All that is PR. It is the kuleana of the State to protect OUR ‘āina. Our Land.

Too, as we saw in December 2022, pele, erupted from Maunaloa approached Pōhakuloa Training Area. Not a smart thing to invest monies at PTA.

Saying that all staff undergoes trainings for Natural and Cultural Resources protection? Good for them, but those trainings amount to a Box that can be checked. “We did the training”. I have been a trainer for the National Park Service, and have been an educator for decades. I’ve witnessed the ineffectiveness of Mandatory Training. People sit there bored, waiting for the coffee and doughnut break. “Trainings” such as those simply do not work, and consequently the land, and our resources suffer.

PLEASE DO NOT renew the leases. Please.

Mahalo for the opportunity to comment, and I trust that you will read ALL comments and take them to heart.

Bobby Camara  
Kea‘au HI

Aloha!

I implore you to reject the US Army's ESI for Pohakuloa!

They have never been, nor will they ever have Kanaka Maoli's best interest at heart for the āina.

I unequivocally oppose the Army's ESI.

Mahalo nui loa.

Thomas

Kaka'ako resident

5 May 2025

Chairperson Dawn Chang and Members of the Board

Board of Land and Natural Resources

State of Hawai'i

1151 Punchbowl Street, Room 132

Honolulu, HI 96813

Dear Chairperson Chang and Members of the Board,

As an adjunct professor at the U.S. Naval War College and member of the Chamber of Commerce Hawai'i's Military Affairs Council (MAC), I strongly support the continued use of Pōhakuloa Training Area (PTA).

Speaking from a 45-year military background, I absolutely see the impact PTA has on our economy and community.

The Army's presence at PTA supports military readiness and also contributes to Hawaii Island's economic and community well-being. It means jobs, contracts for local businesses, and consistent support for our economy.

In my PTA experience, the Army has shown respect and partnership, supporting local nonprofits, assisting in emergency preparedness, and collaborating on responsible land use.

I urge the Board to take the time to thoroughly review and accept the Final Environmental Impact Statement (FEIS).

The Army is working in good faith to strike a thoughtful balance, preserving culturally and agriculturally important lands while maintaining vital training capacity.

Accepting the FEIS is about training and continuing a relationship that brings value to our community and reinforces shared responsibility.

Mahalo for your consideration.

Dennis Drake

DENNIS C. DRAKE, COL (Ret) US Army  
Adjunct Professor, Theater Security Decision Making  
US Naval War College  
Fleet Seminar Program  
(808) 308-7260 (mobile)  
[dennis.drake@usnwc.edu](mailto:dennis.drake@usnwc.edu)

Testimony Opposing the Acceptance of the Army's EIS to Continue Training at Pōhakuloa  
Item D-1 on the May 9, 2025 BLNR Agenda

Chair Chang and members of the BLNR,

The staff submittal offers many reasons why the Army's EIS is inadequate.

I want to focus on just one.

The Army claims on page D-13 that the "EIS **fully discusses** the extent of munitions and explosives of concern within the State-owned land and the Army's cleanup procedures and status of cleanup." It does not. It uses carefully crafted language to avoid disclosing the extent to which munitions and other debris litter public trust ceded lands.

On page 3-108, the Army reveals that the "majority of the waste has been removed" from the "former" debris pile (TA 21). A majority is **not** all. How much waste remains? We are left to guess. Removing 51% of the "metals, small arms casings, and miscellaneous debris" is insufficient.

In fact, on page 3-114, the Army does admit that "there is a potential for MEC to be found anywhere on the State-owned land because of the DOD's live-fire training at PTA." Yet, "[b]ecause the State-owned land is still an operational range, a full assessment of MEC that may be present has not been conducted."

It needs to be. We need to know how many munitions and explosives of concern litter out land. First, because an EIS must disclose the impacts of past, current, and future training activities. Second, because BLNR is obligated to "protect and maintain the trust property." *Ching v. Case*, 145 Hawai'i 148, 170, 449 P.3d 1146, 1168 (2019). This obligation includes the duty to "reasonably monitor trust property to ensure it is not being harmed." *Id.* at 177, 449 P.3d at 1175. And it must "reasonably monitor the United States' compliance with the lease." *Id.* at 178, 449 P.3d at 1176. Third, because the Army will be most responsive to demands to clean up its mess before any decision is made as to whether to grant the Army a new lease.

The lease provides, in part that the USA "shall make every reasonable effort to . . . remove or deactivate all live or blank ammunition upon completion of a training exercise or prior to entry by the said public, whichever is sooner." The USA also promised that it would "take reasonable action during its use of the premises herein demised to remove or bury all trash, garbage and other waste materials resulting from [USA] use of the said premises."

The EIS claims, "Military personnel endeavor to remove or deactivate all live and blank ammunition upon completion of a training exercise and prior to entry by the public in compliance with the lease and *Pohakuloa Training Area Range Operations Standard Operating Procedures*." Endeavoring is insufficient. After an extensive trial in *Ching v. Case*, circuit court judge Gary Chang questioned the Army's veracity and thoroughness:

a. [Verbatim from Report:] "Army personnel explained that areas used for combat training are regularly inspected and cleaned up after the exercise is complete. It was speculated that [the area located adjacent to the Daniel K. Inouye Highway fka Saddle Road] may have been used for night training and the material found may have been overlooked and will be remediated."

Court's findings (not in report): The court finds that this comment by the Army personnel is contradicted by other entries in this Report (which are noted hereinbelow). Contrary to the representation that the Army "regularly inspected and cleaned up after the exercise is complete," the Report appears to indicate that a significant amount of debris and ammunition remnants remain present upon the Subject Lands. This obviously **calls into question the veracity and reliability of the Army's representation** in the Report that the areas of military exercises and training are "regularly" cleaned up.

b. [Verbatim from Report:] "The first location was a former bazooka target range. . . . spent shell casings found at the target site. . . . The debris area was extensive and the army indicated it will take several months to properly restore the area to a condition acceptable to DLNR."

Court's findings (not in report): This is an example of a representation in the Report that is **inconsistent with the representation that the Army "regularly cleans up** an area after an exercise is completed. Obviously, these shell casings were not cleaned up after the training exercise was completed.

c. [Verbatim from Report:] "Another location brought to staff's attention was a shooting range where many derelict vehicles were brought in for live fire targets. Staff was told this area will also be cleaned up with the removal and proper disposal of the vehicles."

Court's findings (not in report): This is another example of a representation in the Report that is inconsistent with the representation that the Army "regularly" cleaned up an area after an exercise is completed. Obviously, these derelict vehicles were not cleaned up after the training exercise was completed.

d. [Verbatim from Report:] "A third location brought to staff's attention was an area used for the dumping of spent artillery shells. This area will also be cleared of all ordinance debris and miscellaneous material."

Court's findings (not in report): This is another example of a representation in the Report that is inconsistent with the representation that the Army "regularly" cleaned up an area after an exercise is completed. Obviously, these spent artillery shells were not cleaned up after the training exercise was completed.

*See* Exhibit A at 21-23, attached. He also found that:

29. Cultural monitors, who spent extensive time on State lands at the PTA, observed military debris, including unexploded ordnance and spent shell casings, scattered across the Subject Lands.

32. . . . Some relevant findings or recommendations in the 2014 CMR includes the following.

Remnants of live fire training are present within the BAX, including stationary targets, junk cars, an old tank, crudely built rock shelters, and miscellaneous military rubbish. Spent ammunition is scattered across the landscape.

35. . . .During a site inspection of the bazooka range area that was jointly conducted by DLNR and the Army in 2014, the area was found to be “heavily contaminated on the surface with material potentially presenting an explosive hazard (MPPEH)and munition debris (MD). . . . The Army noted that the sheer densities and quantities of ordinance that are present on the ground at the former bazooka range area “coupled with the accessibility to the public make for the potential for significant danger to public health and welfare.”

*See Exhibit A at 10, 14, 16.*

In 2023, your staff inspected Pōhakuloa. Staff found that the area was not “clean, sanitary, orderly.” It found “there were a number of spent shell casings on the ground in certain inspection areas.” Exhibit B.

The military has irreparably damaged land through out Hawai‘i. The military failed to clear all unexploded ordnance from Kaho‘olawe and Waikane Valley. A federal court concluded that the Army "failed to use good faith efforts to develop a plan and secure funding for clearing UXO from the 'high priority sites that the Army was supposed to identify" in Mākua pursuant to a settlement agreement. *Malama Makua v. Gates*, No. 00-00813 SOM, 2008 U.S. Dist. LEXIS 19201, at \*3, 2008 WL 696093 (D. Haw. Mar. 11, 2008). And let’s not forget that the military irreparably contaminated our water and poisoned thousands of people at Red Hill.

Aloha,

/s/ David Kimo Frankel

FIRST CIRCUIT COURT  
STATE OF HAWAII  
FILED

2010 APR -3 AM 8:10

F. OTAKE  
CLERK

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAI`I

CLARENCE CHING and MARY MAXINE ) CIVIL NO. 14-1-1085-04 GWBC  
KAHAULELIO, ) (Declaratory Judgment)  
)  
Plaintiffs, )  
vs. )  
) FINDINGS OF FACT, CONCLUSIONS  
SUZANNE CASE, in her official ) OF LAW AND ORDER; NOTICE OF  
capacity as Chairperson of the ) ENTRY  
Board of Land and Natural )  
Resources and state historic )  
preservation officer, BOARD OF )  
LAND AND NATURAL RESOURCES, ) Jury-waived trial:  
DEPARTMENT OF LAND AND NATURAL ) Dates: Sept. 29, 30, Oct. 1,  
RESOURCES, ) and 2, 2015  
) Time: 8:30 a.m.  
Defendants. ) Judge: Gary W.B. Chang  
)  
)

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FINDINGS OF FACT,  
CONCLUSIONS OF LAW AND ORDER

The above-entitled action came on for jury-waived trial before the Honorable Gary W.B. Chang, in his courtroom, on September 29, 30, October 1, and 2, 2015, plaintiffs CLARENCE

CHING and MARY MAXINE KAHAULELIO [hereinafter "**Plaintiffs**"]  
being represented by David Kimo Frankel, Esq., and Summer L.H.  
Sylva, Esq., and defendants SUZANNE CASE, BOARD OF LAND AND  
NATURAL RESOURCES, and DEPARTMENT OF LAND AND NATURAL RESOURCES  
[hereinafter collectively "**Defendants**"] being represented by  
Daniel A. Morris, Esq., Deputy Attorney General.

The court having heard the evidence and argument of counsel  
and good cause appearing therefor, the court hereby makes the  
following findings of fact and conclusions of law and order.

**FINDINGS OF FACT:**

**Parties:**

1. If any of these findings of fact are conclusions of  
law, then they shall be so construed.

2. Plaintiffs Clarence Ching and Mary Maxine Kahalelio are  
residents of the State of Hawaii. They have in the past and are  
currently actively engaged in cultural practices upon the  
Pohakuloa Training Area that is the subject of this action.  
Cultural practices may include, but are not necessarily limited  
to, (1) song, dance, and chant about Pohakuloa and its history,  
(2) walking upon the lands at Pohakuloa, feeling, showing, and  
experiencing reverence, respect, and celebration of said lands,  
(3) honoring the rich cultural history, significance of, and  
sacredness of Pohakuloa, Hualalai, Mauna Loa, and Mauna Kea,

(4) enjoying the native plants, animals, and insects that reside in Pohakuloa, and (5) recognizing what a precious cultural jewel Pohakuloa is to all of the people of Hawaii and their ancestors.

3. Defendant Suzanne Case is the chair of the Board of Land and Natural Resources and the State Historic Preservation Officer. She is sued in her official capacities. Suzanne Case's predecessor was William Aila Jr.

4. Defendant Board of Land and Natural Resources [hereinafter "**Board**"] is an administrative board that heads the official business of the Department of Land and Natural Resources for the State of Hawaii.

5. Defendant Department of Land and Natural Resources [hereinafter "**DLNR**"] is a cabinet level department of the executive branch of the State of Hawaii. The DLNR manages and administers the public lands for the State of Hawaii. The DLNR's mission is to enhance, protect, conserve, and manage Hawaii's unique and limited natural, cultural, and historic resources held in public trust for current and future generations of the people of, and visitors to, Hawaii nei in partnership with others from the public and private sectors.

**Introduction:**

6. This is a declaratory judgment action in which Plaintiffs seek a determination of Defendants' obligations, if any, to maintain and care for the leased lands under a government lease of public ceded lands at Pohakuloa on Hawaii Island. The lease that is involved in the instant action is State General Lease No. S-3849 [hereinafter "**Said Lease**"]. The State of Hawaii is the owner of these leased ceded lands.

7. Under Said Lease, the State of Hawaii (as lessor) leased three parcels of land in the Pohakuloa area on the Island of Hawaii to the United States of America ["**USA**"] to use for military training. Some of the training included live ammunition fire into a specific area referred to as the "Impact Area."

8. Defendant William Aila Jr., in his official capacity as the then-chair of DLNR, believes that military training activities have caused damage to public land, natural resources, and cultural sites in Hawaii.

9. According to the website maintained by the State's Kaho`olawe Island Reserve Commission at <http://kahoolawe.hawaii.gov/history.shtml>, the U.S. Navy did not clear all unexploded ordinance from 25% of the surface of the island and these areas remain unsafe.

10. Defendant Case's predecessor William Aila Jr. through the federal court's decision in *Malama Makua v. Rumsfeld*, 163 F. Supp. 2d 1202 (D. Haw. 2001) and subsequent decisions in that same case (*Malama Makua v. Gates*, 2008 U.S. Dist. LEXIS 19201 (D. Haw. Mar. 11, 2008) and *Malama Makua v. Gates*, 2009, U.S. Dist. LEXIS 5050 (D. Haw. Jan. 23, 2009)), is aware of the difficulties encountered in getting the federal military to clean up the unexploded ordinance in Makua.

11. Defendant William Aila Jr., in his official capacity as the then-chair of DLNR, is aware that the military has failed to clean up all the ordinance remaining after the military's use of the land it leased in Waikane Valley.

12. All of the information and knowledge acquired by and known to William Aila Jr. is imputed to Defendants.

13. Plaintiffs, in the past and currently, use the subject lands at Pohakuloa for Hawaiian cultural purposes.

14. The USA uses the Pohakuloa Impact Area portions of the leased lands for live fire training grounds. As a result, Plaintiffs allege that the amount of ordinance remnants, debris, and trash strewn about the subject leased lands are not insignificant.

15. Plaintiffs have filed this lawsuit to determine whether the Defendants have any obligation to maintain and/or clear the leased lands of said ordinance remnants and trash or otherwise cause the same to be accomplished.

16. It should be noted that lessee USA under Said Lease is not a party to this action since Plaintiffs are not seeking any relief directly against lessee USA.

**The Lease:**

17. In August 1964, the State of Hawaii, represented by the Board, entered into a sixty-five (65) year lease with the USA, which lease is designated as State General Lease No. S-3849 (also referred to herein as "Said Lease"), to use three parcels of land consisting of 22,971 acres of land at Pohakuloa on Hawaii Island for military training purposes for the total cost of one dollar (\$1.00) for the entire 65 year lease period ending on August 16, 2029. [Hereinafter "**Subject Lands**".]

18. The lease contained the following provisions of particular significance herein:

9. In recognition of public use of the demised premises, the [USA] shall make every reasonable effort to . . . remove or deactivate all live or blank ammunition upon completion of a training exercise or prior to entry by the said public, whichever is sooner.

. . . .

14. In recognition of the limited amount of land available for public use, of the importance of forest reserves and watersheds in Hawaii, and of the necessity for preventing or controlling erosion, the [USA] hereby agrees that, commensurate with training activities, it will take reasonable action during its use of the premises herein demised to prevent unnecessary damage to or destruction of vegetation, wildlife and forest cover, geological features and related natural resources and improvements constructed by the Lessor, help preserve the natural beauty of the premises, avoid pollution or contamination of all ground and surface waters and remove or bury all trash, garbage and other waste materials resulting from [USA] use of the said premises.

. . . .

18. The Lessor hereby agrees that, commensurate with the public use of the premises herein demised, it will take reasonable action during the use of the said premises by the general public, to remove or bury trash, garbage and other waste materials resulting from use of the said premises by the general public.

19. Subject to obtaining advance clearance from the plans and training office of the [USA's] controlling agency . . . officials and employees of the Lessor shall have the right to enter upon the demised premises at all reasonable times to conduct any operations that will not unduly interfere with activities of the [USA] under the terms of this lease; provided, however, that such advance clearance shall not be unreasonably withheld.

19. The lease is silent with respect to any extension of the lease term. Therefore, at this time, the lease terminates by its express terms on August 16, 2029, the end of the 65 year lease period. However, nothing in the lease prohibits the parties thereto from extending the lease term by mutual agreement.

20. The Subject Lands are public, ceded lands, and are

owned by the State of Hawaii. As such, the Subject Lands are part of the public lands trust. Public trust lands are state-owned lands that are held for the use and benefit of the people in general of the State of Hawaii. The State of Hawaii is the trustee of these public lands in the public trust. The trustee of the public lands trust has the highest duty to preserve and maintain the trust lands. This duty is broadly coined in the concept of "malama `aina"—to care for the land.

21. The USA has allowed for inspections of the Subject Lands. However, only a minimal number of inspections by the State of the Subject Lands have occurred to date.

22. In 1964, the lawyers representing the Board during the negotiation of Said Lease with the USA expressed a desire to have the USA include in Said Lease a provision that required the USA to restore the leased premises upon termination of the lease. Ultimately, the lease did not include such a provision. At best, the USA agreed to include paragraphs 9, 14, 18, and 19 in Said Lease.

23. Paragraph 9 obligates the USA to make every reasonable effort to remove or deactivate all live or blank ammunition upon completion of a training exercise or prior to entry by the public.

24. Paragraph 14 obligates the USA to take reasonable action to avoid pollution or contamination of the lease premises

and to remove or bury trash, garbage, and other waste materials resulting from the USA's use of the leased premises.

25. Paragraphs 18 and 19 provides for various rights of entry by the Defendants.

26. Apparently, the negotiations between the State and the USA regarding the Pohakuloa lands were very broad, covering the full range of options, including the possible transfer to the federal government of title to the subject Pohakuloa leased lands. The State of Hawaii eventually elected not to deed title to the Subject Lands to the federal government. Instead, the State chose to enter into a 65 year lease for the Subject Lands. The State thought that a lease, instead of a deed, offered the State greater control over the condition of the land because a lease protects the public interest in the Subject Lands since the State will get the land back after the lease expires. J.M. Souza, Jr., stated this in his March 9, 1965 letter to James J. Detor, the Head of the Land Management Division of DLNR.

27. The State of Hawaii never abandoned its interest in protecting and preserving the condition of the Subject Lands. On or before April 4, 1973, in connection with a maneuver permit applied for by the federal military, Tom K. Tagawa, a State Forester from DLNR, recommended that, as a condition to the issuance of such a permit to the military, the State demand that the military "clean up debris." By letter dated June 28, 1974,

James J. Detor, a Programs Administrator for DLNR, wrote to defendant BLNR and recommended that the BLNR grant the maneuver permit, subject to certain conditions. One of the conditions is to clean up all materials the military deposits upon the land:

The [military] shall, within a reasonable time after completion of the maneuvers, remove all equipment or other materials placed by it in the permit area, and shall remove, bury or otherwise satisfactorily dispose of all trash, garbage, etc., resulting from the permitted uses . . . .

**Condition of Subject Lands:**

28. The USA has in the past, and currently does, engage in military training exercises upon the Subject Lands. This area is generally referred to as the Pohakuloa Training Area ["PTA"]. The training includes live fire training that uses live and blank ammunition as well as live explosive munitions.

29. Cultural monitors, who spent extensive time on State lands at the PTA, observed military debris, including unexploded ordnance and spent shell casings, scattered across the Subject Lands.

30. Defendants are aware that there is a possibility that unexploded ordinance (UXO) and munitions and explosives of concern (MEC) are present on the state-owned ceded PTA Subject Lands.

31. A November 2010 report was prepared by the United States Army Corps of Engineers, and is entitled "Final- Archaeological and Cultural Monitoring of Construction of Battle Area Complex (BAX) for Stryker Brigade Combat Team (SBCT), Pohakuloa Training Area, Hawai`i Island, Hawai`i." It addressed the conditions upon the PTA and some of the cultural concerns. This report (exhibit 27) included the following observations and recommendation from cultural monitors:

## 6.2 History

Information regarding song, dance, and chant passed down through many generations will express the most profound understanding of such a wonderful place. This is a profound understanding that gives life, that gives respect, and that builds relationships with what we know as our environment, our elements, and our God.

In oral traditions of the Hawaiians, the high peaks are considered to be a place for the Gods. These peaks and places are very sacred. Mauna Kea, Mauna Loa, and Hualalai are the peaks that border Pohakuloa Training Area (PTA).

From the ice age until today, many people, native vegetation and animals have lived in PTA. It has also been recorded and written that many functions and events occurred in PTA. The native ua`u bird, feral pigs and ungulate ["hoofed"] animals became the permanent residents. High concentrations of native plants and insects live here. At one time, it was the residency of a great leader and chief `Umi and his army.

Exh. 27 at 67.

### 6.3.1 Introduction

The perspective and understanding of the land to the Hawaiian People is the base of our existence,

resources, generally food and the resources are all connected. The `aina (land) means plentiful "food." To develop unconsciously, to destroy and to misuse the land in ways that are not good for the land is not appreciated. The land is a God, an entity of energy that has life and gives life.

The questions are asked: "Why do they have to train here in Hawaii" and "how is the training done?" As we experienced on Kaho`olawe Island, Makua Valley, and other places in Hawaii, impacts of the military are critical. The land will never be the same. Some areas will never be used again, and all areas are considered hazardous.

Id. at 68.

#### 6.3.2 Impacts

The Military has been operating for half a century at Pohakuloa. Their impacts are damaging in many ways. Training of military causes displacement of native vegetation and destroying of land that will never be safe for future generations.

Ungulates have overpopulated the land (figure 57). The lack of control of ungulates leads to an imbalance of the land, animals, and people. The result of an imbalance causes deficiency of, or a lack of, a system that doesn't work for the community of all plants, animals and people.

Id.

#### 6.3.3 Archaeology Sites

There are varieties of sites in PTA BAX that have been protected and cared for with temporary fencing. Policies and procedures need to be developed and/or reviewed to be in accordance with cultural input. Proper cultural procedures and policies in place will provide a sense of integrity and respect for the

archaeological sites and the valuable flora and fauna for the life of the living.

Id.

### 6.3.5 Recommendations

. . . .

As cultural monitors we would like to see military impacts stopped at Pohakuloa as well as other places in Hawaii. Thoughts of training with environment friendly munitions might be something to explore.

Reforestation and ungulate control projects are strongly suggested to remedy damages already done to the land in BAX area. The Military needs to implement some kind of cleanup process as part of their training in PTA. Remnants of military trash is everywhere.

Id. at 72 (emphasis added).

### 6.3.6 Expressions

. . . .

My name is Leina`ala Benson. My husband and I raised our children in Honaunau . . . . Being of Hawaiian ancestry and having a "war veteran" father, allows me to have a view of this project on both sides of the spectrum. I understand the need to have our young men and women trained for service. I also feel the need to conserve what is left of our native resources.

. . . .

I can't even begin to explain the dire need for mass ungulate control. In the past 8 months I have observed the increase of this population by at least one third. They are destroying our precious native ecosystem. Immediate attention to this matter is imperative to the restoration in order for native plants that inhabit these beautiful mountains to have their chance to thrive again. Another major concern is the military debris that is left behind after training including unexploded ordinance that is carelessly discarded. There is a need to have some type of cleanup plan implemented in the military training process.

Id. at 73 (emphasis added).

32. Four (4) years later, a September 2014 report entitled "Archaeological and Cultural Monitoring Report for Activities Related to Construction of the Proposed Battle Area Complex (BAX) for the Stryker Brigade Combat Team (SBCT), U.S. Army Pohakuloa Training Area (PTA), Island of Hawai'i, Hawai'i TMK: (3) 4-4-016:005" [hereinafter this report is referred to herein as "**2014 Cultural Monitoring Report**" or "**2014 CMR**"] was prepared for the United States Army Corps of Engineers, Honolulu District, by Cultural Surveys Hawai'i, Inc. [hereinafter "**CSH**"]. This report was prepared after CSH completed monitoring fieldwork in connection with the proposed construction of a Battle Area Complex (BAX) within the PTA. Some relevant findings or recommendations in the 2014 CMR includes the following.

Remnants of live fire training are present within the BAX, including stationary targets, junk cars, an old tank, crudely built rock shelters, and miscellaneous military rubbish. Spent ammunition is scattered across the landscape.

Exhibit 38 at 5.

While many people have expressed that they generally support the training of our troops, there is ongoing concern that such training should necessarily require destruction of the land.

The impact of the live fire training extends beyond the limits of the Impact Area. For example, materials such as white phosphorous can travel well beyond the projectile impact site, and UXO [unexploded ordinance] can be transported unintentionally from one

area to another. . . . This lease . . . requires the land to be restored to its original state when returned. This cannot occur if the land remains so littered with UXO that it is unsafe for anyone to go on the land. If this is the case, the land will be rendered unusable forever—one eighth of our island will become unavailable for use by any of our future generations. This is not acceptable nor could it be construed in any way to be in compliance with the Statehood compact.

Therefore, in order for the Army to meet the lease termination deadline, **we strongly recommend** the Army begin now to seek funding to initiate a serious cleanup effort throughout the leased training areas bounding the impact areas: that major impact/UXO areas be subjected to thorough cleanup . . . .

Id. at 75-76 (emphasis added) (bold in original).

33. The recommendation to begin seeking funding to initiate serious clean up is of particular significance because paragraph 32 of the Said Lease states: "The Lessor's compliance with any obligations which may be placed on it by this lease shall be subject to the availability of funds and/or personnel." Therefore, the foresight to consider the availability of federal funds to undertake any clean up activity is a significant consideration in any effort or plan to clear the Subject Lands of the military training remnants and trash.

34. In addition to the Subject Lands, there are lands that appear to have been used as a former bazooka range Munitions Response Site [hereinafter "**MRS**"] from 1950 through the mid-1960s—this use predates the inception of the Said Lease.

35. In a draft document entitled "Action Memorandum for the Time Critical Removal Action," that was prepared in March 2015 by the United States Army Garrison at Wheeler Army Airfield on Schofield Barracks in Wahiawa, Oahu, Hawaii, it was reported that the Former Bazooka Range MRS is located at the Pohakuloa Training Area. As of the March 2015 draft report, the bazooka range was designated as a non-operational range and is off limits to training units. However, notwithstanding this "non-operational" status, the bazooka range was apparently used as a military maneuver area through the early 2000s. During a site inspection of the bazooka range area that was jointly conducted by DLNR and the Army in 2014, the area was found to be "heavily contaminated on the surface with material potentially presenting an explosive hazard (MPPEH) and munition debris (MD)." (Emphasis added.) A subsequent inspection by two military explosive ordinance disposal units found that the following types of ordinance were observed to be present:

1. M29A2 training rounds with dummy M405 fuse,
2. Practice 81mm mortars, and
3. High explosive anti-tank (HEAT) rifle grenades.

Other suspected fired ordinance at the bazooka range area also included:

1. M28A2 bazooka rounds with M404 fuse, and
2. M30 white phosphorus (WP) bazooka rounds.

The Army noted that the sheer densities and quantities of ordinance that are present on the ground at the former bazooka range area "coupled with the accessibility to the public make for the potential for significant danger to public health and welfare." The estimated cost of remediating the danger as of March 2015 was \$2,353,000. Of course, costs would have significantly increased as of the date of the instant decision. The Army recommended that the removal of ordinance danger because of the significant possibility that ordinance exists at the former bazooka range area that "presents an imminent and substantial endangerment to public health, or welfare, or the environment."

36. The Defendants are aware that military training activities on the Subject Lands pose a significant and substantial risk of harm or damage to Said Lands, and persons who may foreseeably come upon Said Lands, which includes harm or damage to the cultural use of the Subject Lands.

37. In a March 13, 2013 memorandum from Steve Bergfeld (Acting Hawaii Branch Manager for DLNR) to Kevin Moore (State Lands Assistant Administrator), DLNR stated: "PTA should sweep the lands North of the saddle road for UXO and remove any UXO found at their expense to make the area safe for the public."

38. A true and correct copy of the Final Environmental Impact Statement for Construction and Operation of an Infantry

Platoon Battle Course at Pohakuloa Training Area (March 2013)

[hereinafter "**Final EIS**"] can be found at

[http://www.garrison.hawaii.army.mil/pta Peis/documents.htm](http://www.garrison.hawaii.army.mil/pta%20Peis/documents.htm).

39. Page ES-8 of the Final EIS states: "Decades of using PTA as a training area have introduced a significant risk of encountering MEC/UXO. MEC/UXO is known to exist in the impact area and is expected to be encountered during range construction activities; but there is also a medium risk of finding MEC/UXO outside the impact area."

40. The types of weapons that have been used at Pohakuloa Training Area may include small arms, grenades, machine guns, shotguns, antitank weapons, howitzers, mortars, field artillery, air defense artillery, explosives, rockets, missiles, and/or weapons using ammunition containing depleted uranium.

41. Page 3-64 of the Final EIS states: "Past and current activities at PTA have resulted in contamination of soil by explosives and other chemicals."

42. The Army has applied to the Nuclear Regulatory Commission for a license to possess Davy Crockett M101 spotting round depleted uranium on ranges at the Pohakuloa Training Area.

43. Defendants are aware that military training activities on the Subject Lands that deposit live or dummy ordinance or debris upon the Subject Lands pose a risk to public health,

safety, and welfare, as well as to the Plaintiffs' cultural interests in the Subject Lands.

44. Defendants are aware of challenges in securing action (not just representations and assurances) from the military to fully comply with provisions of Said Lease that are intended to (1) maintain the condition of the Subject Lands or (2) enable Defendants to malama `aina the Subject Lands.

45. Proper stewardship of the Subject Lands pursuant to Defendants' public land trust duties include, but are not necessarily limited to, periodic and meaningful inspection and monitoring of the military training activities and their aftermath upon the Subject Lands and reasonably accurate documentation of such activities and the effects of such activities to achieve transparency of Defendants' inspection and monitoring actions.

46. Inspections inform and educate Defendants about the nature and extent of the activities taking place in the PTA and the effects of such activities upon the Subject Lands and enable the Defendants to effect compliance with lease terms and safeguard the condition and integrity of state lands. Inspections must occur with a reasonable frequency that will enable Defendants to meet their obligations to malama `aina the Subject Lands.

**INSPECTION OF SUBJECT LANDS:**

47. An inspection of the Subject Lands by Defendants was conducted on December 19, 1984. The "Inspection Report for General Leases" for that 1984 inspection stated the following:

FINDINGS

1. Property being used for Military training purposes per lease terms.

INSPECTED BY: /s/ Samuel Lee

Exhibit 13.

48. An inspection of the Subject Lands appears to have been conducted ten years later in 1994. The "Inspection Report for General Leases" for that 1994 inspection stated the following:

FINDINGS

(Blank)

INSPECTED BY: (Blank)

Exhibit 14.

49. The complaint was filed in the instant lawsuit on April 28, 2014. The first amended complaint was filed herein on May 12, 2014.

50. Defendants removed the instant case to federal court on May 29, 2014. The federal court remanded the case back to state court on August 22, 2014.

51. Defendants filed their answer to first amended complaint herein on September 19, 2014.

52. Then, Defendants caused an inspection of the Subject Lands to be conducted on December 23, 2014. Unlike the Inspection Reports from 1984 and 1994, the Inspection Report for the December 2014 inspection was not as sparse as compared to those from 1984 and 1994. The 2014 Inspection Report (Exhibit 16) contained much more information. After noting that the condition of the leased premises were "not satisfactory," the Report proceeded to quote, verbatim, the text of paragraphs 9 and 14 of the Said Lease. Then, the Report continued to posit a number of remarks that can be summarized as follows (language in quotation marks are taken, verbatim, directly from the Report):

- a. [Verbatim from Report:] "Army personnel explained that areas used for combat training are regularly inspected and cleaned up after the exercise is complete. It was speculated that [the area located adjacent to the Daniel K. Inouye Highway fka Saddle Road] may have been used for night training and the material found may have been overlooked and will be remediated."

Court's findings (not in report): The court finds that this comment by the Army personnel is contradicted by other entries in this Report

(which are noted hereinbelow). Contrary to the representation that the Army "regularly inspected and cleaned up after the exercise is complete," the Report appears to indicate that a significant amount of debris and ammunition remnants remain present upon the Subject Lands. This obviously calls into question the veracity and reliability of the Army's representation in the Report that the areas of military exercises and training are "regularly" cleaned up.

- b. [Verbatim from Report:] "The first location was a former bazooka target range. . . . spent shell casings found at the target site. . . . The debris area was extensive and the army indicated it will take several months to properly restore the area to a condition acceptable to DLNR."

Court's findings (not in report): This is an example of a representation in the Report that is inconsistent with the representation that the Army "regularly" cleans up an area after an exercise is completed. Obviously, these shell casings were not cleaned up after the training exercise was completed.

- c. [Verbatim from Report:] "Another location brought to staff's attention was a shooting range where many derelict vehicles were brought in for live fire targets. Staff was told this area will also be cleaned up with the removal and proper disposal of the vehicles."

Court's findings (not in report): This is another example of a representation in the Report that is inconsistent with the representation that the Army "regularly" cleaned up an area after an exercise is completed. Obviously, these derelict vehicles were not cleaned up after the training exercise was completed.

- d. [Verbatim from Report:] "A third location brought to staff's attention was an area used for the dumping of spent artillery shells. This area will also be cleared of all ordinance debris and miscellaneous material."

Court's findings (not in report): This is another example of a representation in the Report that is inconsistent with the representation that the Army "regularly" cleaned up an area after an exercise is completed. Obviously, these spent artillery shells were not cleaned up after the training exercise was completed.

53. DLNR has not met its informal goal of inspecting the Subject Lands once every two (2) years. Additionally, DLNR has also not provided adequate documentation of any inspection efforts so as to provide rudimentary transparency into the DLNR's efforts to inspect the Subject Lands so that it can malama `aina.

54. Defendants do not appear to be well-informed of the state of military training exercises and its effects upon the Subject Lands. The lack of regular, meaningful inspection and monitoring of the Subject Lands by Defendants have contributed toward Defendants' failure to malama `aina the Subject Lands under the Said Lease.

55. Defendants have failed to execute their rights and obligations under paragraphs 9, 14, 18, and 19 of the Said Lease, to the extent that those paragraphs enable Defendants to malama `aina the Subject Lands.

56. As of the date the instant lawsuit was filed (April 28, 2014), Defendants have failed to preserve and protect the Subject Lands as required by their duties as a trustee of the public land trust. Defendants have failed to malama `aina the Subject Lands under the Said Lease. These failures constitute a breach of Defendants' trust duties that apply to the Subject Lands. This failure has harmed, impaired, diminished, or otherwise adversely affected Plaintiffs' cultural interests in the Subject Lands. Plaintiffs have been harmed by said failures of the Defendants.

57. Plaintiff Clarence Ching has hiked through various areas within the Subject Lands. One of his cultural practices is to malama `aina the Subject Lands to the extent that he is able. (The court notes that plaintiff Ching's ability to malama

‘aina the Subject Lands is very different from the duty of Defendants to malama ‘aina those lands, by virtue of the fact that plaintiff Ching is not a trustee of the public land trust of which the Subject Lands are a part. Plaintiff Ching’s interest in providing malama ‘aina to the Subject Lands is to the extent that he is an individual cultural practitioner, not the State trustee.) The ‘aina is of crucial importance to him, his culture, and to his well-being. The ‘aina is irreplaceable to him. The ‘aina is the foundation of his cultural and spiritual identity as a Hawaiian. It is part of his ohana. The land and the natural environment is alive, respected, and treasured. Hawaii’s state motto embodies a recognition of the significance of ‘aina to the people of Hawaii.

58. Plaintiff Clarence Ching has a deep and abiding personal and ancestral attachment to the Subject Lands. He is part Hawaiian by his ethnicity and lineage, who engages in traditional and customary practices within and around the Subject Lands. Mr. Ching is a descendant of chiefs, who at one time exercised dominion over Pohakuloa, walking the same ‘aina over which he, Mr. Ching, now walks and seeks protection.

59. While hiking upon the Subject Lands, plaintiff Clarence Ching has come across spent rifle casings, machine gun cartridge links, unfired blanks, and other military ammunition and other discarded debris. His ability to enjoy the beauty,

majesty, and aura of the Subject Lands without fear or concern for risks to his health, to engage in the cultural practices of his ancestors, and to ensure the long-term health of the `aina have been impaired by the littering of and damage to the landscape, vegetation, animals, and insects of the Subject Lands while under Defendants' watch.

60. Plaintiff Mary Maxine Kahaulelio is a native Hawaiian with at least fifty percent (50%) Hawaiian ancestry by her ethnicity and lineage. She lives in Waimea on Hawaii Island on Hawaiian Home Lands in a community not far from the Subject Lands. Plaintiff Kahaulelio has participated in Hawaiian cultural ceremonies at Pohakuloa. The `aina is central to her existence. Part of her kuleana is to be a steward of the land. It hurts Ms. Kahaulelio to see Defendants' failure to discharge their duties as a trustee of the public land trust for the Subject Lands. This results in the desecration of the Subject Lands. Her ability to enjoy the beauty, majesty, and aura of Pohakuloa, engage in the cultural practices of her ancestors on the Subject Lands, and ensure the long-term health of the `aina has been impaired by the littering of and damage to the landscape of the Subject Lands while under the Defendants' watch.

**CONCLUSIONS OF LAW**

1. If any of these conclusions of law are findings of fact, then they shall be so construed.

2. The Plaintiffs have standing to enforce their breach of trust claim.

3. Plaintiffs are asserting a state-law breach of land trust claim against Defendants for failing to carry out its duty as a state land trust trustee with respect to the Pohakuloa lands.

4. Lessee United States of America is not a party to this action because the state-law land trust claim does not assert any claim for relief against the United States of America or otherwise necessarily raise any federal or breach of contract issues against it. The Plaintiffs are only asking that the Defendants fulfill their obligations to Plaintiffs to satisfy their trust duties.

5. The United States of America is not an indispensable party to the resolution of this case.

6. All public land natural resources are held in trust by the State for the benefit of the people of the State of Hawaii.

7. The Subject Lands granted to the State of Hawaii by Section 5(b) of the Admission Act and pursuant to Article XVI, Section 7, of the State Constitution, excluding therefrom lands defined as "available lands" by Section 203 of the Hawaiian

Homes Commission Act, 1920, as amended, shall be, and are held by the State as a public trust for native Hawaiians and the general public of the State of Hawaii.

8. Ceded lands are held by the State as a public trust for Plaintiffs and others. The Subject Lands are ceded lands of the State.

9. Defendants are trustees of State ceded lands for the benefit of the general public of the State of Hawaii.

10. As trustees, Defendants owe a high standard of care when managing public trust ceded lands.

11. As trustees, Defendants owe an undivided duty of loyalty to the people of the State of Hawaii and to the Plaintiffs as beneficiaries of the ceded lands trust.

12. As trustees, Defendants' trust duties include, but are not necessarily limited to, the Defendants' reasonable efforts to achieve the following: (a) preserve and protect trust property and (b) take a reasonable, proactive role in the management and protection of trust property. In exercising these duties, Defendants have a duty to consider the cumulative effects of current usage of the Pohakuloa lands for military training and the use of live ammunition and the running of heavy military vehicles and other equipment upon the condition of the land and upon the indigenous plants, animals, and insects, as

well as the invasion to Plaintiffs' cultural interests in the Subject Lands.

13. As trustees of the public ceded lands trust, these duties and obligations described hereinabove, that are owed by Defendants, are collectively referred to as being included as part of Defendants' duty to malama `aina the Subject Lands. The Defendants' duty to malama `aina the Subject Lands is not an absolute duty or a guarantee. Instead, the Defendants have an obligation as trustees to use their best reasonable efforts to discharge their duties and obligations. If factors beyond their control (such as congressional and presidential funding approval) prevent Defendants from achieving their plan objectives under the law, that must be considered in determining whether Defendants, or any of them, have discharged or breached their trustee duties under the law. Any determination regarding whether Defendants met their obligations as trustees of a public land trust must necessarily be a qualitative determination made upon a determination of all relevant factors, not just a mechanical formulation. Any such determination is not a decision that is free from difficulty. Sincerity and genuineness of good faith actions are factors to be considered, as well as actions, obstacles, and considerations that are shown to be pretextual. There was no evidence admitted in this trial to indicate that lack of congressional or presidential

appropriation or approval is preventing anyone from undertaking any action to remove remnants of military training or other trash from the Subject Lands.

14. As trustees, the Defendants are obligated to use reasonable efforts to ensure that Said Lease provisions that affect or impact the condition of ceded lands and all living things thereon are being followed and discharged. The State's obligations and duties under Said Lease augment Defendants' trust duties to malama `aina. This duty to malama `aina includes both the duty to determine whether a lessee is in compliance with the terms of its lease (through monitoring and inspections) and to follow up to effect compliance once there is evidence that provisions of the lease are not being followed.

15. The BLNR, through its chairperson, is also obligated to enforce leases that constitute a disposition of public lands under HRS § 171-7(5): "Except as otherwise provide by law the [BLNR] through the chairperson shall: . . . (5) Enforce contracts respecting . . . leases . . . or other disposition of public lands . . . ."

16. Defendants are obligated to enforce provisions of Said Lease with the United States of America for the subject Pohakuloa lands, particularly as any such provision implicated Defendants' duty to malama `aina those lands.

17. As part of their trust duties herein, Defendants were obligated to enforce paragraphs 9, 14, 18, and 19 of the Said Lease. Paragraph 9 states (emphasis added):

9. In recognition of public use of the demised premises, the Government shall make every reasonable effort to stockpile supplies and equipment in an orderly fashion and away from established roads and trails and to remove or deactivate all live or blank ammunition upon completion of a training exercise or prior to entry by the said public whichever is sooner.

Paragraph 14 states (emphasis added):

14. In recognition of the limited amount of land available for public use, of the importance of forest reserves and watersheds in Hawaii, and of the necessity for preventing or controlling erosion, the Government hereby agrees that, commensurate with training activities, it will take reasonable action during its use of the premises herein demised to prevent unnecessary damage to or destruction of vegetation, wildlife and forest cover, geological features and related natural resources and improvements constructed by the Lessor, help preserve the natural beauty of the premises, avoid pollution or contamination of all ground and surface waters and remove or bury all trash, garbage and other waste materials resulting from Government use of the said premises.

Paragraph 18 states (emphasis added):

18. The Lessor hereby agrees that, commensurate with the public use of the premises herein demised, it will take reasonable action during the use of the said premises by the general public, to remove or bury trash, garbage and other waste materials resulting from use of the said premises by the general public.

Paragraph 19 states (emphasis added):

19. Subject to obtaining advance clearance from the plans and training office of the [USA's] controlling agency . . . officials and employees of the Lessor shall have the right to enter upon the demised premises at all reasonable times to conduct any operations that will not unduly

interfere with activities of the [USA] under the terms of this lease; provided, however, that such advance clearance shall not be unreasonably withheld.

18. Defendants had these duties, and they continue to have these duties, as trustees from the inception of the Subject Lease and for the entire duration of the life of Said Lease.

19. As trustees, the Defendants also have a duty to maintain a record of their actions to malama `aina. Without sufficient records of all of Defendants' observations and actions, if any, to discharge its duty to malama `aina the Subject Lands, there is no way for Defendants to demonstrate that it did, in fact, discharge its duties as trustee of public land trust. The absence of meaningful records negate transparency of Defendants' observations and actions.

20. The records relating to Defendants' efforts to inspect and report upon its findings were spotty at best. Only three reports of any significance, for 1984, 1994, and 2014, were introduced into evidence. The 1984 and 1994 reports were grossly inadequate and, in the case of the 1994 report, virtually nonexistent because of its lack of information pertaining to the 1994 inspection. There were other studies or site visits in connection with other business regarding the Subject Lands, such as environmental impact statements, but the court did not view these events as being undertaken as part of Defendants' effort to discharge their duty to malama `aina the

Subject Lands. The absence of any inspection or monitoring reports for years other than 1984, 1994, and 2014 creates a presumption that no action to malama `aina in the form of monitoring and inspections were taken, to the extent that any such records were not admitted into evidence herein.

21. In addition to the relevant findings of fact hereinabove, the presumption is that prior to December 2014 (more than seven months after this suit was filed), the Defendants failed to conduct any inspections to monitor or to confirm the United State' compliance with paragraphs 9, 14, 18, and 19 of the Said Lease given: (a) the summary nature of the 2014 report, (b) the virtual nonexistent nature of the 1994 inspection report; (c) the sparse and incomplete nature of the 1984 inspection report; and (d) the absence of any other records regarding inspections or monitoring of the condition of the Subject Lands by the Defendants.

22. Because the Defendants act as trustees when managing the Subject Lands, when Defendants conduct an inspection in the course of discharging their duties as trustees, they must record findings or observations of sufficient detail regarding the United States' activities upon the Subject Lands that will enable one to determine from the content of the report the nature, scope, and extent of the United States' activities upon

the Said Lands, provided that, no military secrets or matters of national security are breached or compromised.

23. The Defendants breached their trust duties by failing to: (a) conduct regular reasonable (in terms of frequency and scope), periodic monitoring and inspection of the condition of subject public trust lands (the monitoring should involve direct (in person) or indirect (via videographic or live remote viewing) observation of actual military training exercises (including live fire exercises of all types using live and/or explosive munitions, as well as the use of heavy vehicles or equipment above and upon the land) so that the monitors and/or inspectors can observe and appreciate the destructive effects, if any, of all such training and use of equipment); (b) ensure that the terms of the lease that impact the condition of the leased lands or preserving Plaintiffs' cultural interests are being followed; (c) take prompt and appropriate follow up steps with military or other federal government officials when Defendants obtain or are made aware of evidence or information that the lease may have been violated with respect to protecting the condition of the Pohakuloa leased lands; (d) consistently make reasonably detailed and complete records (including contemporaneous photographic or videographic depictions) of Defendants' actions to memorialize the efforts, results, and/or actions undertaken to ensure compliance with the terms of the

lease that are intended to protect the condition of the Pohakuloa leased lands and concomitant cultural interests; and (e) to initiate or assist with the appropriation of necessary funding to undertake clean up or other maintenance activities to locate and remove used, spent, discarded, or deposited remnants of military training activities of any kind (including unexploded ordinance or ammunition) and trash upon the Subject Lands.

24. The terms of the order of the court regarding this matter shall not be vitiated, modified, changed, altered, amended, or otherwise affected by any lease renegotiation, modification, assignment, extension, amendment, or other change or cancellation of the Said Lease

25. The Defendants would further breach their trust duties if they were to execute an extension, renewal, or any other change to the State General Lease No. S-3849, or enter into a new lease of the PTA, without first determining (in writing) that the terms of the existing lease have been satisfactorily fulfilled, particularly with respect to any lease provision that has an impact upon the condition of the Pohakuloa leased lands.

26. The Defendants breached their trust duty to malama `aina with respect to the Pohakuloa leased lands.

27. Plaintiffs are seeking injunctive relief compelling the Defendants to affirmatively perform its duty to malama `aina

the Pohakuloa leased lands by affirmatively enforcing the provisions of the subject lease that impact or affect the condition of the Pohakuloa leased lands.

28. Therefore, Plaintiffs are not seeking an injunction order to stop Defendants from doing something. They seek an order directing Defendants to undertake affirmative action to discharge their duty to malama `aina the Pohakuloa leased lands.

29. A prohibitory injunction prohibits the performance of certain acts to preserve the status quo, whereas a mandatory injunction goes well beyond the status quo and commands the performance of affirmative action to do or undo an act.

30. Therefore, a mandatory injunction is particularly disfavored in law and should not issue during the preliminary injunction phase of a case, unless the facts and the law clearly favor the moving party. However, unless prohibited by some constitutional or statutory provision, a court of equity can, and in the proper case will, award mandatory injunctive relief.

31. The instant proceeding involved the trial on the merits and not just an interim motion for a temporary restraining order or a preliminary injunction. When it comes to interim relief pending the outcome of the trial on the merits, there is a general reluctance by courts to issue a mandatory injunction because the purposes of a temporary restraining order or a preliminary injunction are to preserve the status quo until

the ultimate disposition by a trial on the merits. Mandatory injunctive relief is seen as often compelling an act that is well beyond preserving the status quo. Therefore, a temporary restraining order or a preliminary injunction in the form of a mandatory injunction is highly discouraged during the interim stages of a case. However, the trial on the merits is not an interim stage of the life of a civil action. It is the ultimate adjudication of the merits of the case. As such, there is less of a disincentive by a court to consider issuing a mandatory injunction upon the trial on the merits. The court has much more latitude to issue a mandatory injunction if the ultimate adjudication of the merits justifies such relief.

32. Plaintiffs bring the instant action alleging that Defendants breached their trustee duties. Plaintiffs have met their burden of proof that Defendants breached their trust duties by failing to discharge their obligations as trustees of a public land trust. The appropriate remedy is for this court to issue an order directing Defendants to perform their trust duties with respect to the Pohakuloa leased lands. This requires the court to issue relief that is in the nature of a mandatory injunction compelling Defendants to affirmatively perform their trustee duties and malama `aina the Pohakuloa leased lands.

33. Injunctive relief is appropriate when the Plaintiffs have prevailed on the merits, the balance of harms favors injunctive relief, and the issuance of injunctive relief is in the public interest.

34. The Plaintiffs have prevailed on the merits.

35. The balance of harm favors the issuance of mandatory injunctive relief.

36. Protection of the public trust ceded lands is in the public interest.

37. Plaintiffs have proved by a preponderance of the evidence and by clear and convincing evidence that the Defendants have breached or violated their duties and obligations as a trustee of the Subject Lands, which are public, State-owned ceded lands.

38. Mandatory injunctive relief is appropriate here. Plaintiffs complain that, if Defendants are not compelled to malama `aina the Pohakuloa leased lands, they may forever be deprived of the right to use and enjoy said leased lands for religious and cultural purposes. This justifies the imposition of a mandatory injunction that requires Defendants to malama `aina the Pohakuloa leased lands. Otherwise, it is possible that Plaintiffs' use and enjoyment of the Pohakuloa leased lands could be lost in the foreseeable future or possibly forever due to contamination due to the presence of unexploded ordinance or

other life threatening military hazards or dangers that cannot be eliminated or cleaned up.

39. It is within the trial court's sound discretion to fashion appropriate injunctive relief based on the specific facts of the case.

40. In the exercise of its sound discretion, the court concludes that an appropriate mandatory injunction against the Defendants includes the following relief.

**ORDER**

Based upon the foregoing, and any other good cause shown herein, and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. Judgment shall enter in favor of Plaintiffs and against Defendants as to all claims that Defendants breached their trust obligations by failing to malama `aina the Subject Lands.

2. Defendants are ordered to fulfill their trust obligations by doing the following:

A. Defendants shall promptly initiate and undertake affirmative activity to malama `aina the Subject Lands.

B. Malama `aina of the Subject Lands by Defendants includes, but is not necessarily limited to:

1. To develop a written plan to malama `aina the Subject Lands; and
2. The plan shall include regular, periodic on-site monitoring and inspection of the Subject Lands; and
3. For each such monitoring or inspection event of the Subject Lands that Defendants undertake, the plan shall provide that the Defendants, or any of them, shall promptly prepare a written inspection report that provides, at a minimum, all of the information that was called for in the "INSPECTION REPORT" that was introduced as Exhibit 16. In addition, each inspection report shall also contain "RECOMMENDATIONS" by the inspection team for appropriate action to malama `aina the Subject Lands. The recommendations shall also state a projected or reasonable estimated time within which the Defendants should be able to act upon the recommendation. This estimated time is not binding upon the Defendants. However, any enforcement tribunal may consider the time recommendation in determining whether Defendants have met their

trust obligations to malama `aina the Subject Lands.

4. The plan shall include a protocol of appropriate action by Defendants to malama `aina the subject lands in the event that Defendants find:

a. Any actual, apparent, or probable breach of any provision of State General Lease No. S-3849 by the federal government that does or may adversely affect the condition of the Subject Lands or Plaintiffs' cultural use of such lands, and/or

b. Any condition or situation that may adversely affect the condition of the Subject Lands or may otherwise adversely impact Defendants duty to malama `aina the Subject Lands, and/or

c. Unexploded ordinance and any debris deposited upon the Subject Lands by the federal or state military or any other form of training or exercises that take place upon the Subject Lands by, under, pursuant to, or in connection with the State General Lease No. S-3849; and/or

- d. Any other foreign or other non-natural item or other contaminant or debris that is found on the Subject Lands that is present or existing thereon by reason of or in connection with the State General Lease No. S-3849.
5. A plan or other assurance that any nonconforming condition found upon the Subject Lands that was likely caused by the lessee under Said Lease and that threaten the condition or nature of the Subject Lands will be reasonably brought to pre-lease condition and a reasonable timetable for the same.
6. A procedure to provide reasonable transparency to Plaintiffs and the general public with respect to the instant mandatory injunction and all of the requirements of this order.
7. If not already in existence, the institution of a contested case procedure adopted pursuant to Chapter 91 of the Hawaii Revised Statutes for Plaintiffs or any member of the general public with standing to initiate such process in the event that Plaintiffs or other interested party may contest the decisions made by the Defendants

in the course of discharging its duty to malama  
`aina the Subject Lands.

8. That the plan developed by Defendants pursuant to this order shall first be approved by the above-entitled court before the plan is put into action, unless otherwise authorized by the above-entitled court. Defendants shall have a reasonable length of time within which to submit a proposed plan for the court's approval, which time shall expire on December 28, 2018; unless such deadline shall be extended by the above-entitled court for good cause shown. Good cause should not include any factor, condition, or situation over which Defendants have control. In other words, good cause for extending the deadline should only include factors, conditions, or situations over which Defendants have no control.

9. The plan shall also include any and all steps Defendants shall take to explore, evaluate, make application for or assist or support the making of such an application for, and securing adequate funding, from any and all appropriate funding sources, to plan, initiate, and conduct

all appropriate comprehensive cleanup of the Subject Lands in order to discharge Defendants' duty to malama `aina the Subject Lands.

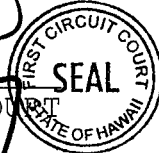
10. The plan shall be approved by the court upon notice and hearing to all parties herein.

3. Defendants shall execute the plan to malama `aina once it is approved by the court.

4. Plaintiffs are directed to prepare and file, consistent with the above, and in accordance with Rule 58 of the Hawaii Rules of Civil Procedure and Rule 23 of the Rules of the Circuit Courts of the State of Hawaii, a separate final judgment. Said final judgment shall also specifically provide that any and all remaining claims, if any, shall be and hereby are dismissed with prejudice.

DATED: Honolulu, Hawaii, APR - 3 2018.

  
JUDGE OF THE ABOVE-ENTITLED COURT




NOTICE SENT TO:

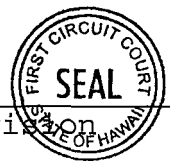
DAVID KIMO FRANKEL, ESQ.  
SUMMER L. H. SYLVA, ESQ.  
NATIVE HAWAIIAN LEGAL CORPORATION  
1164 BISHOP STREET, SUITE 1205  
HONOLULU, HAWAII 96813  
Via U.S. Mail, Postage Prepaid  
ATTORNEYS FOR PLAINTIFFS

DANIEL A. MORRIS, ESQ  
DEPUTY ATTORNEY GENERAL  
DEPT OF THE ATTORNEY GENERAL,  
STATE OF HAWAII  
465 KING STREET, ROOM 300  
HONOLULU, HAWAII 96813  
Via U.S. Mail, Postage Prepaid  
ATTORNEYS FOR DEFENDANTS

NOTICE OF ENTRY

The foregoing Findings of Fact, Conclusions of Law and Order in Civil No. 14-1-1085-04 (GWBC) has been entered and copies thereof served on the above-identified parties by placing the same in the United States mail, postage prepaid, on March 28, 2018.

  
\_\_\_\_\_  
Clerk, Fourteenth Division



**INSPECTION REPORT**  
Commercial/Industrial/Resort/Other Business

**General Information**

Document Number: GLS 3849 or RPS \_\_\_\_\_ Character of Use Military Purposes  
 Inspection Date: 8/16/2023 Inspection Time: 9:30 am Land Agent: Gordon Heil 

**TENANT INFORMATION**

Name: United States of America (Dept. of Army) Home Phone: \_\_\_\_\_  
 Address: P.O. Box 4607 Business Phone: (808) 969-2407  
Hilo, Hawaii 96720-0607 Fax: \_\_\_\_\_  
 Contact Person: Lt. Col. Timothy L. Alvarado Contact Phone: (808) 228-6598 (cell)

**SITE INFORMATION**

TMK: (3) 4-4-015:008, 4-4-016:005, 7-1-004:007 Area: 22,971 acres, more or less  
 Site Address: Pohakuloa Training Area  
Hamakua, North Kona, Island of Hawaii

**FISCAL INFORMATION**

ITEM	N/A	CURRENT= COMPLIANCE	DEFAULT = NON-COMPLIANCE	COMMENTS
Rent	<b>X</b>			
Liability Insurance	<b>X</b>			
Fire Insurance	<b>X</b>			
Bond	<b>X</b>			

**FIELD INSPECTION RESULTS** (refer to Field Inspection Worksheet)

ITEM	N/A	COMPLIANCE	NONCOMPLIANCE	COMMENTS
Subleases	<b>X</b>			
Improvements	<b>X</b>			
Premises		<b>X</b>		
Character of Use		<b>X</b>		<b>For Military Purposes</b>

**Field Inspection Worksheet**  
**Commercial/Industrial/Resort/Other Business**

**File Review**

**LICENSES/PERMITS/CONSENTS**

ITEM	DLNR Approval Docs in File			COMMENTS/NOTES/LISTS
	N/A	YES	NO	
Subletting	X			attach copy of list or map if applicable
Improvement Construction Buildings			X	note deadlines for % completion <b>Some structures (i.e. Quonset huts) were built prior to The current lease. Review of files does not indicate plan approval for any recent building construction.</b>
Improvement Construction Other structures/misc.		X		note deadlines for % completion <b>Tenant contemplating improvements to Cooper Airstrip within the leased area, pending further planning and consultation. Plans submitted and approved by Chairperson for the installation of electrical substations within the lease area.</b>

**Field Inspection**

ITEM	SATISFACTORY?			COMMENTS/NOTES
	N/A	YES	NO	
<b>SUBLEASES</b>				
Consents approved	X			
Use adheres to lease purpose	X			
<b>IMPROVEMENTS</b>				
<u>Buildings/Residences:</u> roof		X		
paint		X		
exterior		X		
interior		X		
<u>Structures:</u> roads		X		
walkways		X		
fencelines		X		
others				
<b>PREMISES</b>				
clean, sanitary, orderly			X	<b>See comments below</b>
appropriate storage/use of hazardous materials		X		
<b>CHARACTER OF USE</b>				
adheres to lease purpose		X		<b>Military Purposes</b>

ITEM	SATISFACTORY?			COMMENTS/NOTES
	N/A	YES	NO	
Other:				<p><b>The designated use of this lease is for “Military Purposes”.</b></p> <p><b>Most of the area has been utilized for military maneuvers, target practice, and firing ranges into the Pohakuloa Impact Area (lands within Presidential Executive Order 11167).</b></p> <p><b>Paragraph 9 of the lease states: In recognition of public use of the demised premises, the Government shall make every reasonable effort to stockpile supplies and equipment in an orderly fashion and away from established roads and trails and to remove or deactivate all live or blank ammunition upon completion of a training exercise or prior to entry by said public.</b></p> <p><b>Paragraph 14 of the lease states: In recognition of the limited amount of land available for public use, of the importance of forest reserves and watersheds in Hawaii, and of the necessity for preventing or controlling erosion, the Government hereby agrees that commensurate with training activities, it will take reasonable action during its use of the premises herein demised to prevent unnecessary damage to or destruction of vegetation, wildlife and forest cover, geological features and related natural resources and improvements constructed by the Lessor, help preserve the natural beauty of the premises, avoid pollution or contamination of all ground and surface waters and remove or bury all trash, garbage and other waste materials resulting from Government use of said premises.</b></p>

**Site Inspection, 8/16/2023:**

As a result of a court ordered DLNR management plan for the leased lands at Pohakuloa, a site inspection of GL S-3849 was recommended to be conducted annually, accompanied by a formatted inspection report. Requirements for the inspection report include identification of the areas inspected, photographs, and a narrative account of the inspection. Recommendations for the inspection report include identification of areas that should be the target of future inspections and comments on any necessary corrective action. Additional recommended actions associated with the inspections include efforts to conduct inspections in 500-acre increments, participation by up to two representatives designated by the Native Hawaiian Legal Corporation, and inspection of priority areas identified in the management plan.

The 2023 inspection occurred on August 16, 2023, with staff from the Land Division along with a representative from the Attorney General’s office. Also present were members of the military as well as observers representing the plaintiffs from the lawsuit. The inspection occurred between the approximate hours of 9:00 a.m. and 2:00 p.m. The time spent was (roughly) divided equally among the inspection sites described below.

The emphasis of this inspection was a focus on five areas located within General Lease No. S-3849 utilized by the army. The 2023 inspection included five priority sites described in the management plan and identified as priority inspection areas by the Native Hawaiian Legal Corporation. The inspection focused on locating the sites and inspecting the areas leading to and surrounding the site in order to assess compliance with the lease. Each of the inspection areas were observed and visited by foot, and the overall condition of the sites and surrounding area was good. There was very little trash and no evidence of any UXO in the inspection area, although there were a number of spent shell casings on the ground in certain inspection areas. The shell casings looked old and did not appear to be associated with recent training exercises.. The vast majority of the inspection sites appeared to be in a natural condition or at the least, minimally disturbed.

The sites visited were plotted on a map circulated to all participants. A copy of the inspection map is appended to this inspection report.

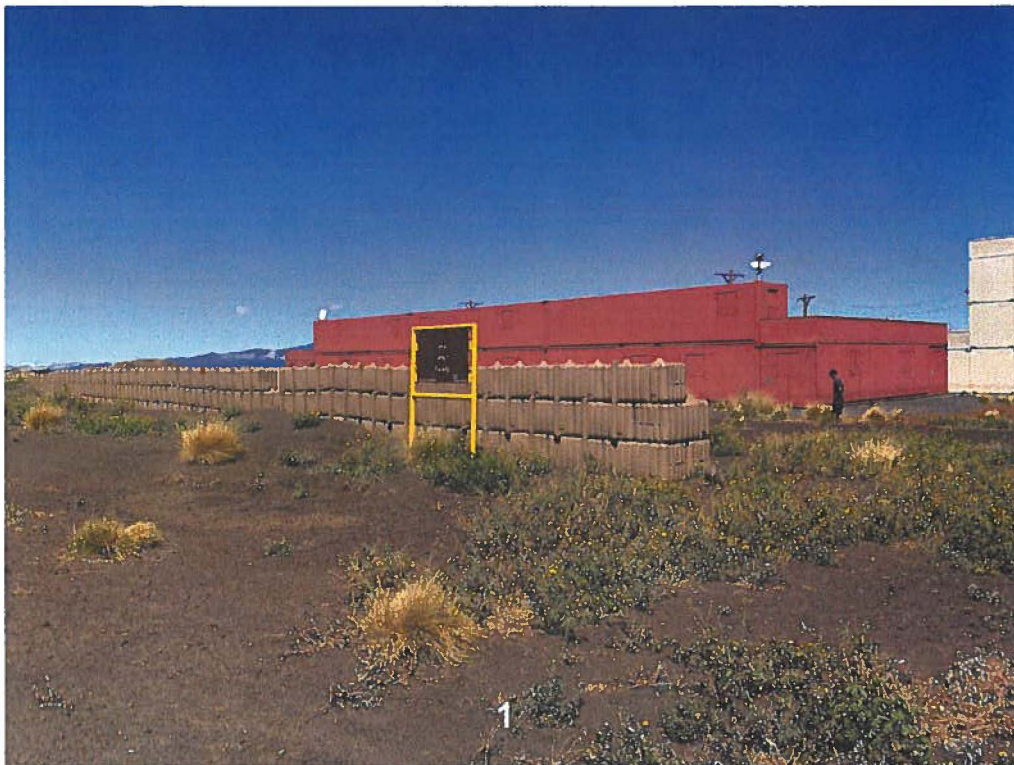
**Site 1** - The site is identified as a Former Tank Gunnery site and currently utilized as a MOUT site (Military Operations on Urbanized Terrain). The first location was approximately 100 feet from an access roadway. The site is a mock village used for urban training by the military. It is primarily composed of used shipping containers stacked to resemble housing and other village structures. There were some spent shell casings observed on the ground. It is recommended that the tenant undertake a systematic effort to remove spent shell casings in this area. The recommended time frame for these efforts is within the next one to two inspection cycles, or as soon as available resources permit.

**Site 2** - The second location was a burn pan/mortar pit approximately 1,000 feet west of the Lava Road. The area was generally clear of any noticeable debris. There were some spent shell casings observed on the ground. It is recommended that the tenant undertake a systematic effort to remove spent shell casings in this area. The recommended time frame for these efforts is within the next one to two inspection cycles, or as soon as available resources permit.

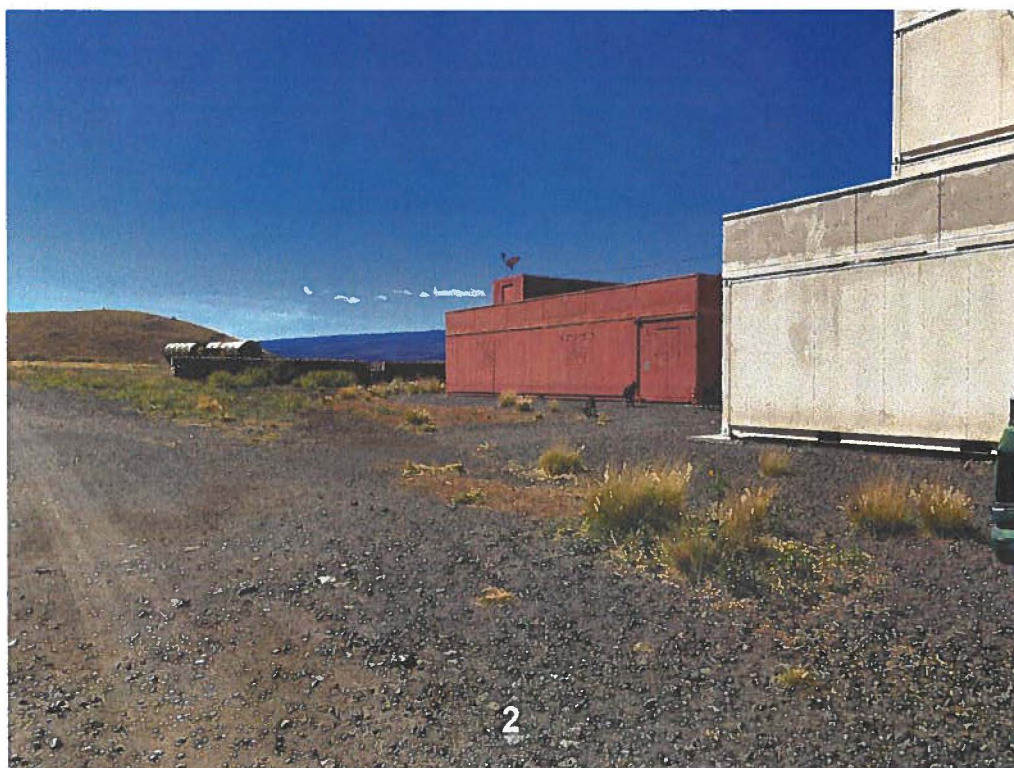
**Site 3** - The third location was the former bazooka range adjacent to the junction of Lava Rd. and Kulua Rd. This secured area was previously inspected (12/18/19) and appears to have been well maintained. The elevated area used to view this location had a number of spent shells and a small amount of military debris in the vicinity. It is recommended that the tenant undertake a systematic effort to remove spent shell casings and other military debris in this area. The recommended time frame for these efforts is within the next one to two inspection cycles, or as soon as available resources permit.

**Site 4** – The fourth site is at the northwest end of the lease and along the Lightning Trail roadway. This is an open area used as an artillery firing point. The area was clean with no visible ground disturbance. There were some spent shell casings observed on the ground. It is recommended that the tenant undertake a systematic effort to remove spent shell casings in this area. The recommended time frame for these efforts is within the next one to two inspection cycles, or as soon as available resources permit.

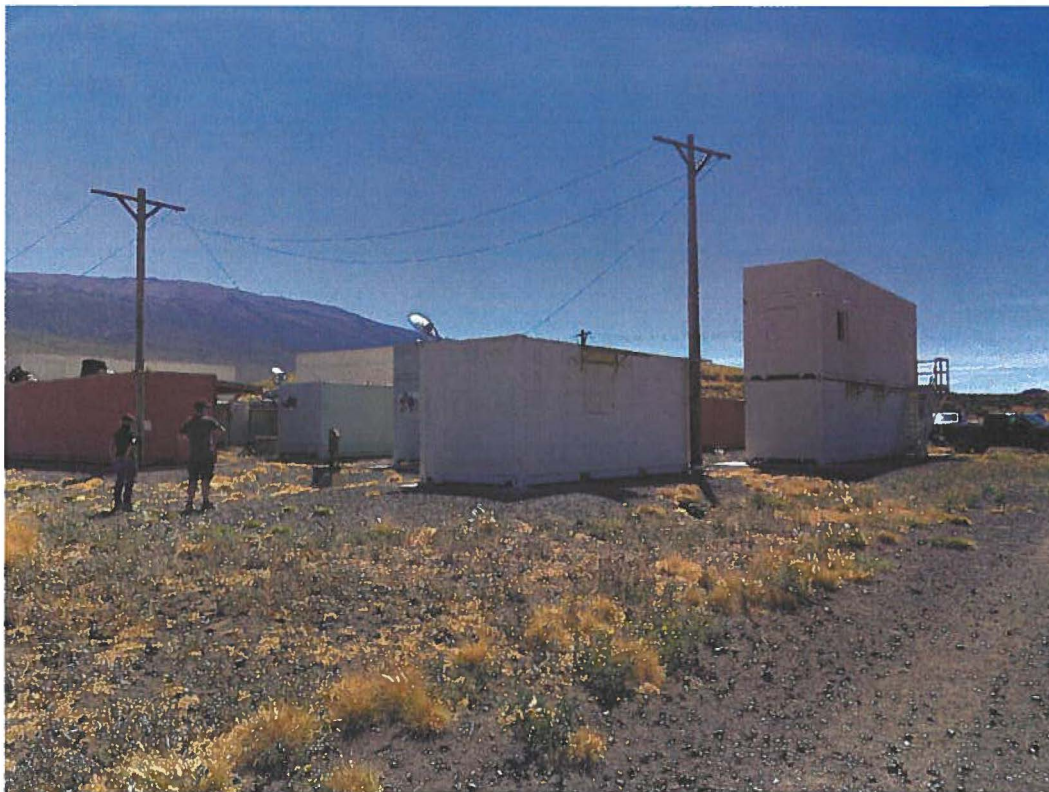
**Site 5** - The fifth location is the former landfill site south of the Old Saddle Road and across from the PTA HQ. The landfill site has been decommissioned and capped with several feet of crushed rock material. The perimeter is completely fenced and there is monitoring equipment on site to measure any possible gas emissions. This area was clean and virtually free of trash or military debris.



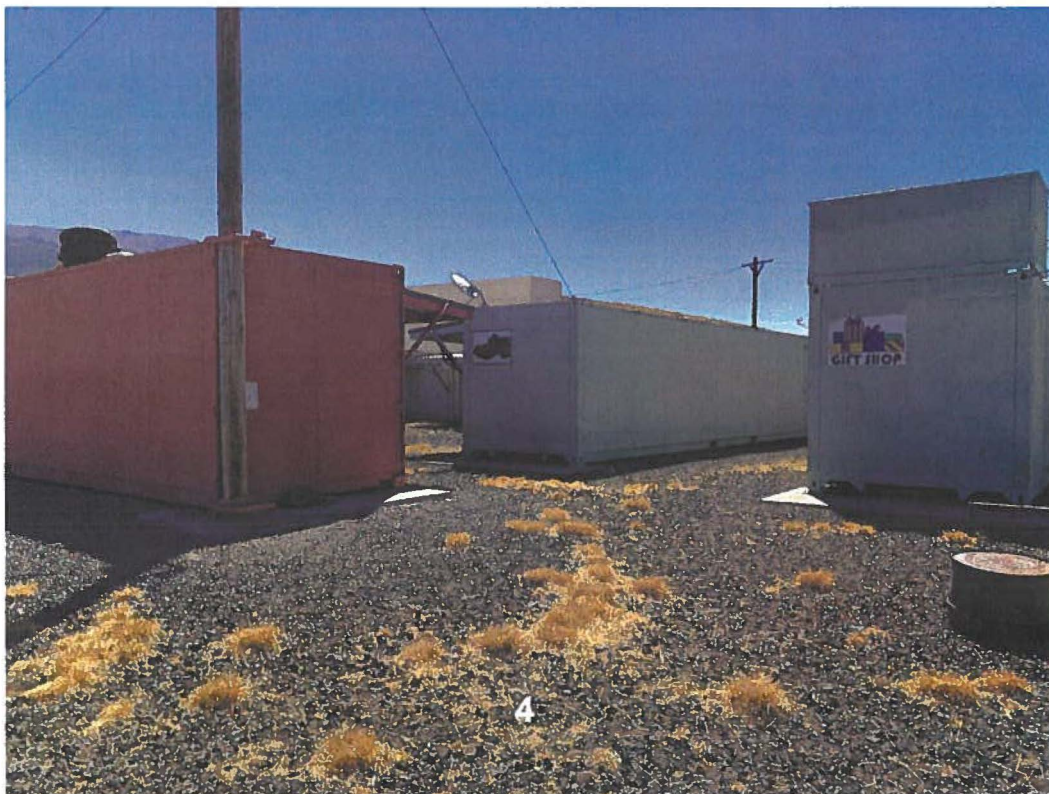
Site #1 - Former Tank Gunnery/ MOUT site



Site #1- Southwest view



Site #1 - Mock Village Setting



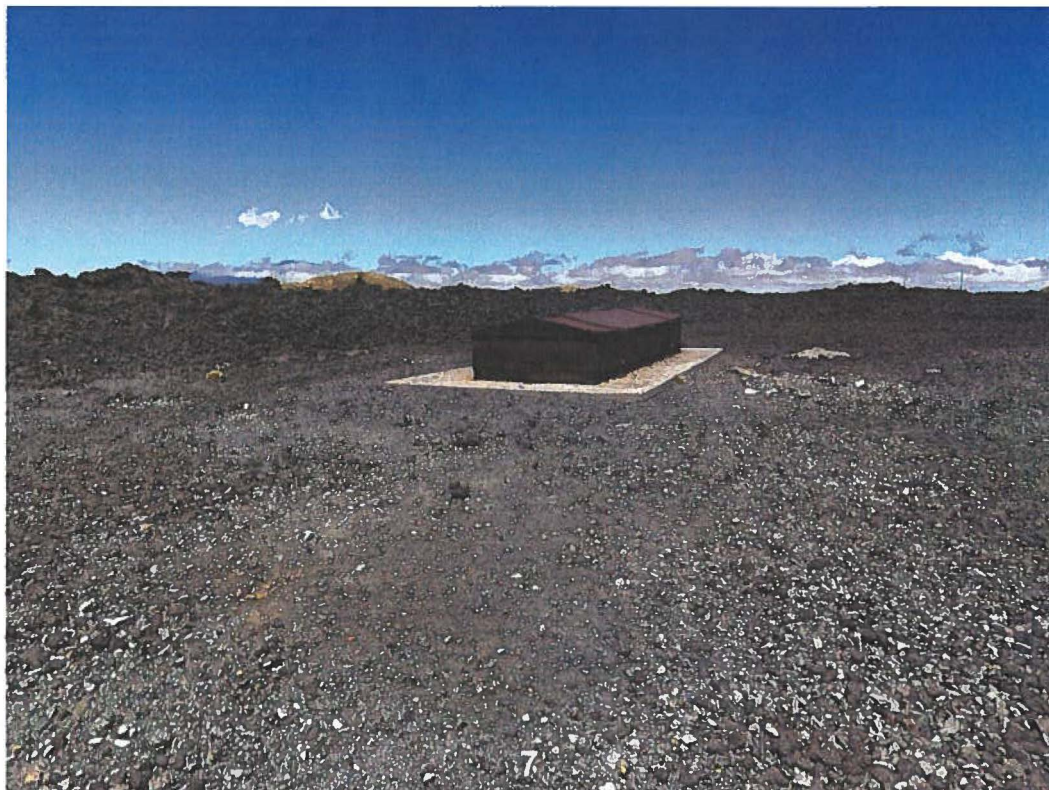
Site #1 - Mock Village Setting



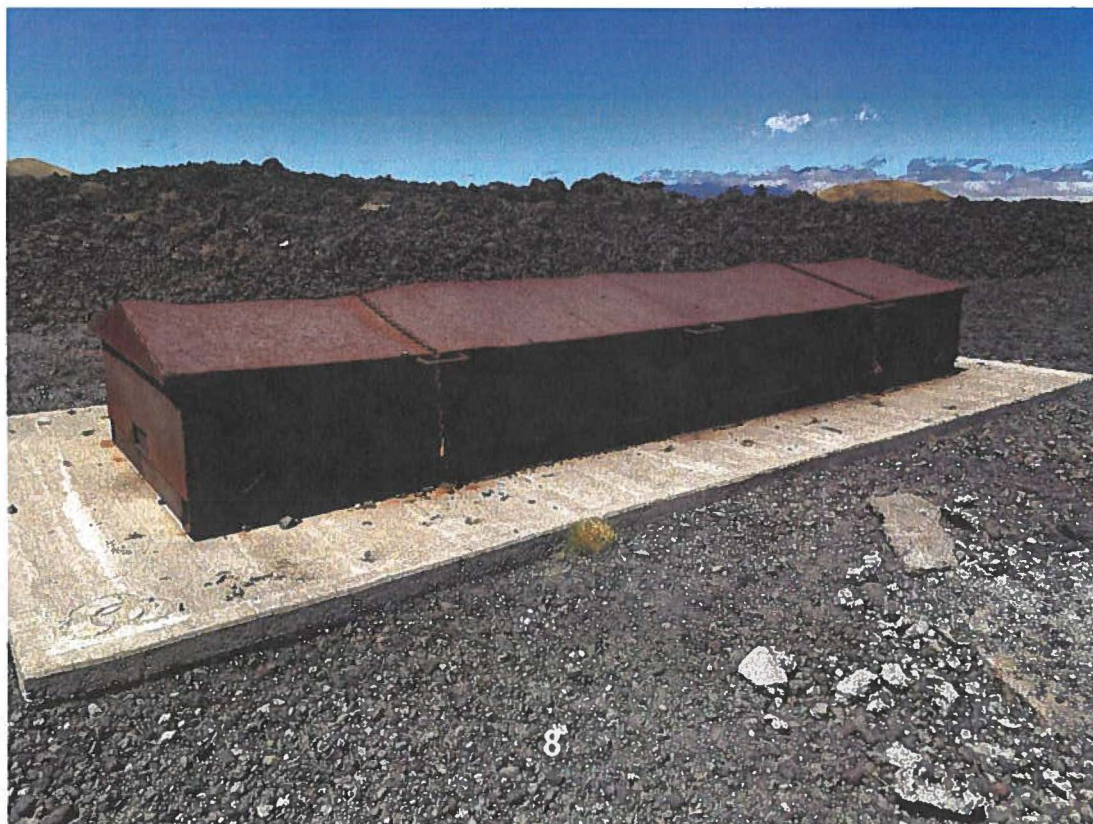
Site #2 Burn Pan / Mortar Pit



Site #2 Burn Pan (1)



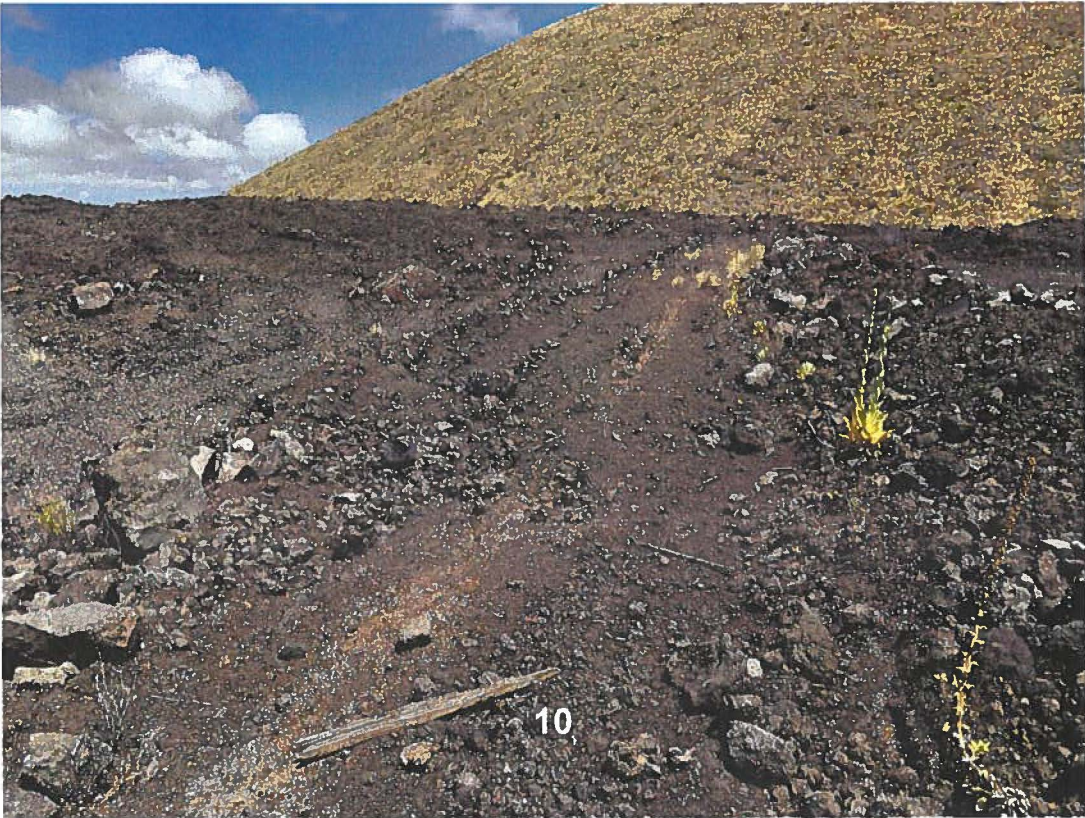
Site #2 Burn Pan (2) / Mortar Pit



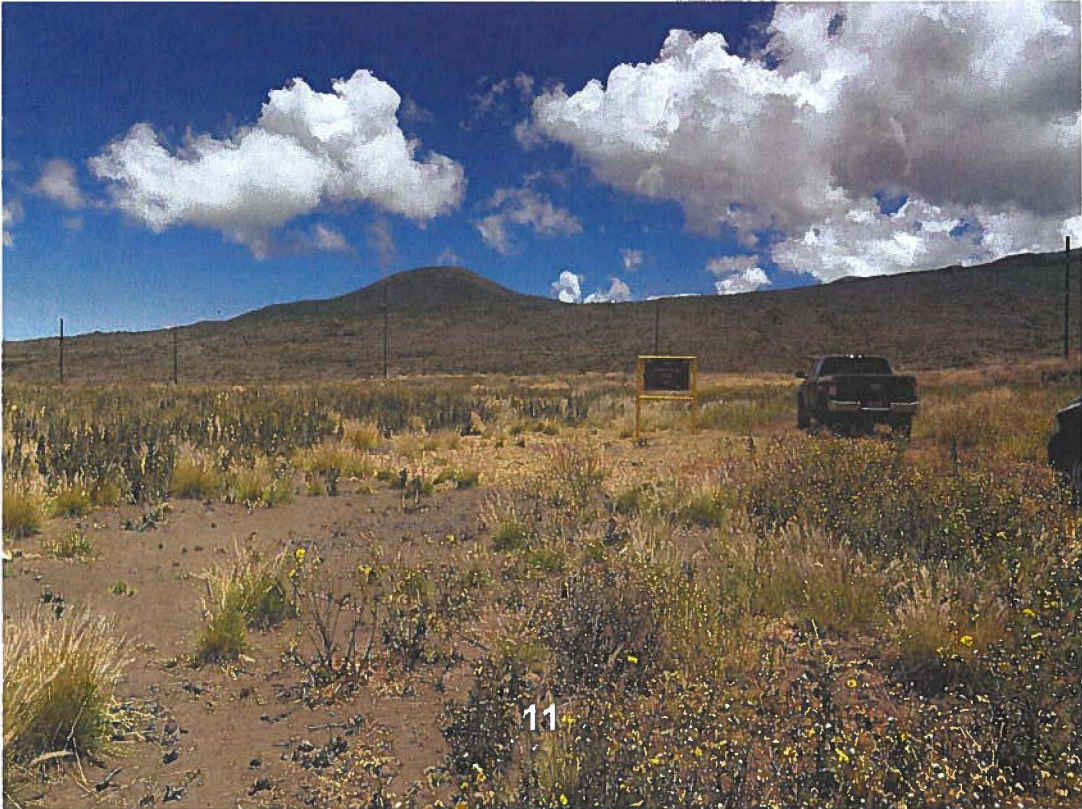
Site #2 Burn Pan (2)



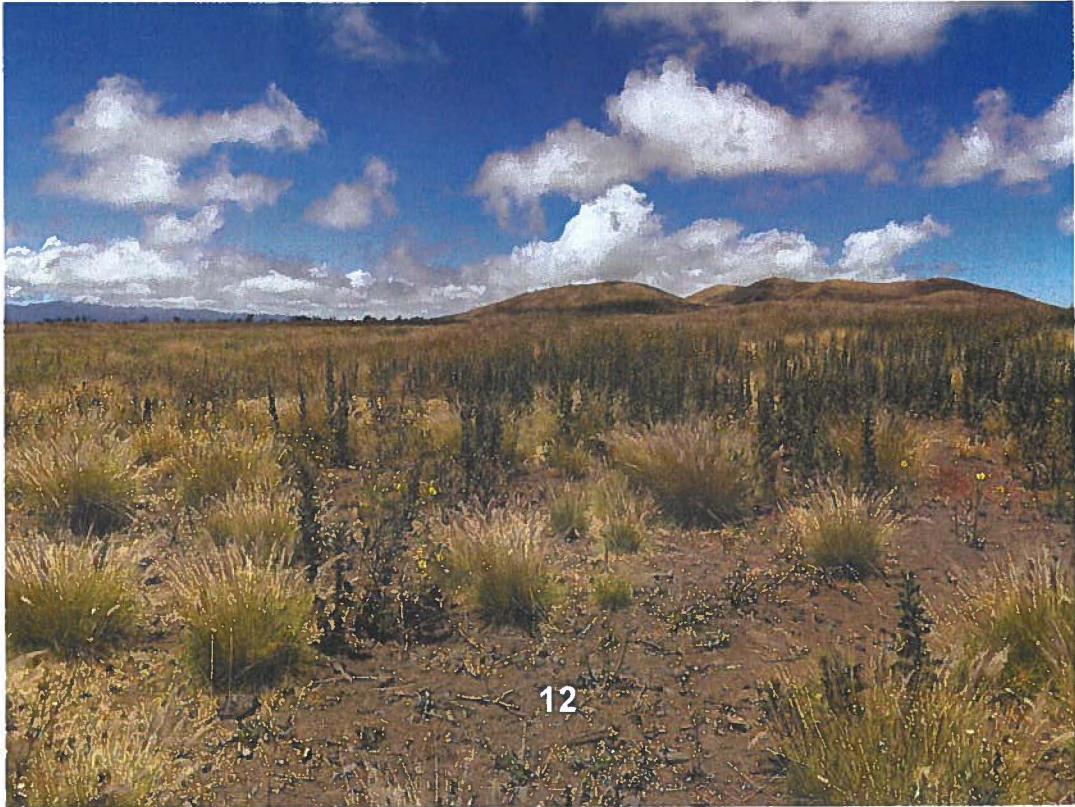
Site #3 Bazooka Range Entry Gate



Site #3 Bazooka Range Site



Site #4 400 Series Firing Points - Northeast view



Site #4 400 Series Firing Points - Southwest view



**Site #5 Former Landfill – Gated Entrance**



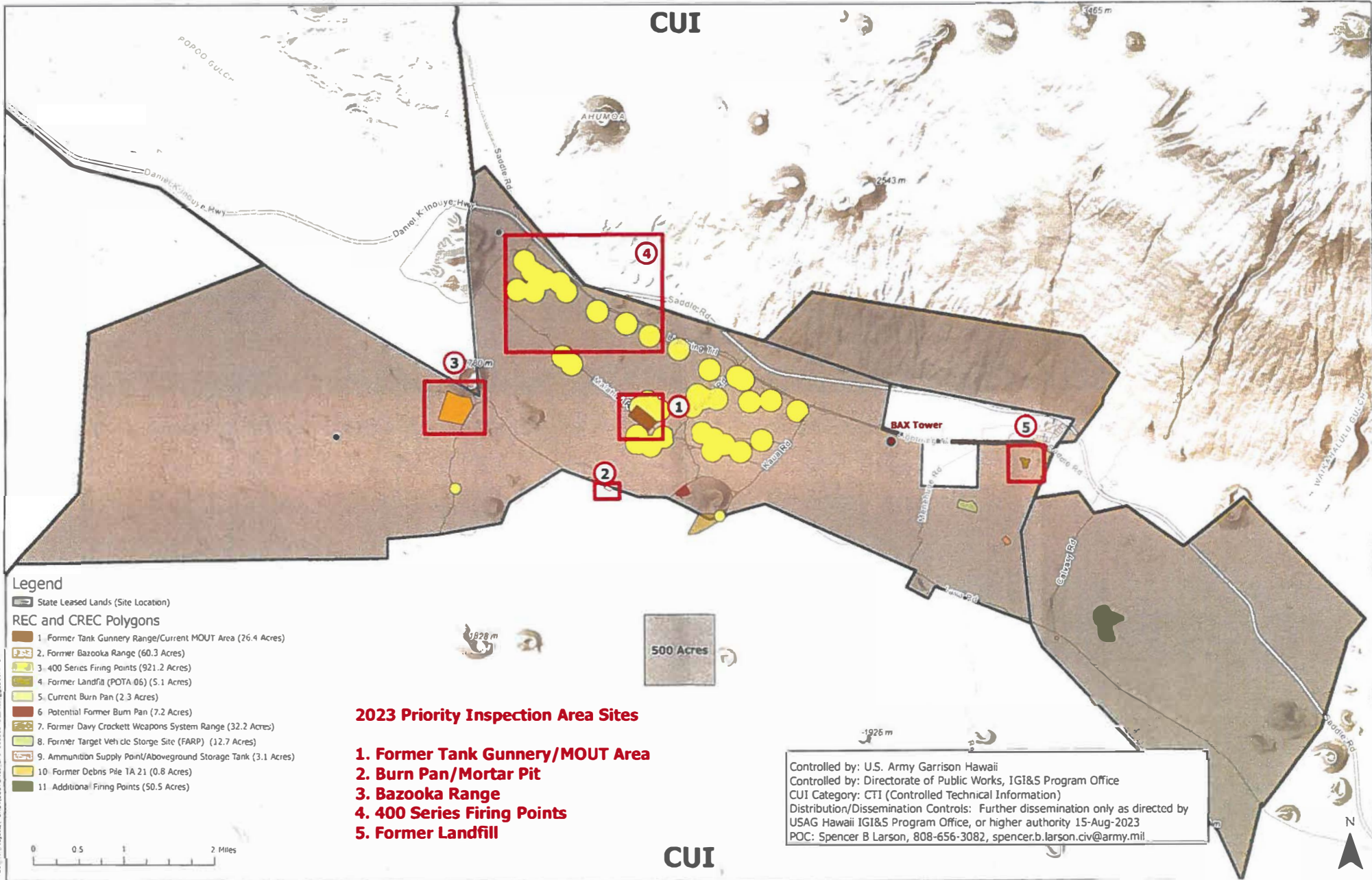
**Site #5 Former Landfill – Interior View**



Site #5 Former Landfill – Compressed Surface



Site #5 Former Landfill – Northeast View



- Legend**
- State Leased Lands (Site Location)
  - REC and CREC Polygons**
  - 1. Former Tank Gunnery Range/Current MOUT Area (26.4 Acres)
  - 2. Former Bazooka Range (60.3 Acres)
  - 3. 400 Series Firing Points (921.2 Acres)
  - 4. Former Landfill (POTA 06) (5.1 Acres)
  - 5. Current Burn Pan (2.3 Acres)
  - 6. Potential Former Burn Pan (7.2 Acres)
  - 7. Former Davy Crockett Weapons System Range (32.2 Acres)
  - 8. Former Target Vehicle Storage Site (FARP) (12.7 Acres)
  - 9. Ammunition Supply Point/Aboveground Storage Tank (3.1 Acres)
  - 10. Former Debris Pile TA 21 (0.8 Acres)
  - 11. Additional Firing Points (50.5 Acres)

**2023 Priority Inspection Area Sites**

- 1. Former Tank Gunnery/MOUT Area**
- 2. Burn Pan/Mortar Pit**
- 3. Bazooka Range**
- 4. 400 Series Firing Points**
- 5. Former Landfill**

Controlled by: U.S. Army Garrison Hawaii  
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 USAG Hawaii IGI&S Program Office, or higher authority 15-Aug-2023  
 POC: Spencer B Larson, 808-656-3082, spencer.b.larson.civ@army.mil

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CUI



**From:** [Safia Gravel](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] Please reject the Army's EIS for Pohakuloa  
**Date:** Monday, May 5, 2025 1:11:17 PM

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Aloha,

Please reject the Army's EIS for Pohakuloa and please prevent a renewed land lease. Past activities have been harmful to our environment. There is pollution of our land, air and water as well as negative impacts on endangered and rare species, increased instance of fires and fire risks, and desecration of sacred lands. It also makes us a military target. Please do the right thing and protect the people and the environment as priority over military activities.

Mahalo nui loa,

Safia Gravel, Hilo HI

Please reject the Army EIS

**From:** [Laina Healy](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] Pōhakuloa Training Area Testimony  
**Date:** Monday, May 5, 2025 1:14:18 PM

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Aloha Land Board Members:

I am writing to express my strong opposition to the U.S. Army's proposed retention of leased lands at **Pōhakuloa Training Area**, and to **urge the land board to reject the Army's EIS.**

Pōhakuloa is not just a piece of land—it is a **wahi pana**, a sacred and storied place, home to irreplaceable **Native Hawaiian cultural sites** and some of Hawai'i's most **endangered species**. The Army has not demonstrated the capacity or will to serve as a proper steward of this land, and the FEIS fails to meaningfully address these concerns.

For example, the Army's actions have already resulted in the **burning of nearly 20,000 acres**, including designated **critical habitat** for native flora and fauna. This is unacceptable. Additionally, the ongoing use of live-fire and bombing in the impact area raises serious concerns about **environmental contamination, safety, and long-term degradation** of both the land and water.

Military training activities of this scale are simply not compatible with conservation, cultural integrity, or **aloha 'āina**. Enough is enough.

The FEIS is insufficient and should be rejected on several grounds:

- Inadequate Environmental and Cultural Impact Analysis
- Lack of a sufficient plan to mitigate impacts to cultural and natural resources
- Concerns about depleted uranium on the site have gone unaddressed
- Military usage is incompatible with the conservation district designation
- The approval of the EIS ultimately conflicts with the BLNR's constitutional duty mālama 'āina

I urge the members of the land board to respect the land, the culture, and the people of Hawai'i by **rejecting the Army's FEIS** for Pōhakuloa. It's time to return these lands and begin a real process of healing and restoration.

Sincerely,

Laina Healy

Kapolei, Oahu

**From:** [Ronnie Inagaki](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] Testimony in Strong Opposition to the U.S. Army's FEIS for for retaining leased lands at Pōhakuloa Training Area (PTA).  
**Date:** Monday, May 5, 2025 1:36:05 PM

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Aloha Land Board Members:

I am writing to express my strong opposition to the U.S. Army's proposed retention of leased lands at Pōhakuloa Training Area (PTA), and to urge the land board to reject the Army's Environmental Impact Statement (EIS).

Pōhakuloa is not just a piece of land—it is a wahi pana, a sacred and storied place, home to irreplaceable Native Hawaiian cultural sites and some of Hawai'i's most endangered species. The Army's own Cultural Impact Assessment acknowledges significant adverse effects on cultural practices, yet their proposed mitigation measures are grossly insufficient. Only about half of the state lands have even been surveyed for archaeological resources, leaving countless cultural sites potentially undocumented and unprotected.

The Army's actions demonstrate a fundamental failure of environmental stewardship. Their activities have resulted in numerous dumpsites containing hazardous materials and unexploded ordnance on state-leased land, directly violating HRS §183C-4(b). The ongoing use of live-fire and bombing raises serious concerns about environmental contamination, with military munitions frequently missing their intended targets, as evidenced during the construction of the Daniel K. Inouye Highway.

The EIS reveals alarming impacts on protected species:

- The Hawaiian hoary bat has experienced roosting habitat loss exceeding annual take limits
- Nēnē (Hawaiian goose) populations face ongoing threats from military activities
- Over 500 invertebrate species are potentially affected, yet the Army relies on outdated surveys from the 1990s
- Protected bird species suffer from noise impacts causing nest abandonment, increased predation risk, and auditory damage

Military training activities of this scale are fundamentally incompatible with conservation, cultural integrity, and aloha 'āina. The Office of Conservation and Coastal Lands (OCCL) explicitly states that military training is not an allowable use under Hawai'i Administrative Rules Chapter 13-5 for any conservation district subzone. The Army's claim that their activities conform to conservation district rules is simply false.

The EIS is critically deficient and should be rejected on multiple grounds:

1. The environmental and cultural impact analysis fails to meet basic requirements under Hawai'i Environmental Policy Act (HEPA) Chapter 343, relying on outdated studies and incomplete surveys.
2. The document lacks any meaningful plan to mitigate impacts to cultural and natural resources, offering only vague commitments to consultation without specific, enforceable measures.
3. The Army has failed to address serious concerns about contamination, including depleted uranium, unexploded ordnance, and multiple dump sites that violate conservation district rules.
4. Military usage is explicitly prohibited in conservation districts, and the Army has provided no viable path to bringing their activities into compliance with HAR Chapter 13-5.
5. Approving this EIS would directly conflict with the DLNR's constitutional duty to mālama 'āina and protect natural and cultural resources under the public trust doctrine.

The DLNR's own analysis recommends consideration of the "no action" alternative as the best option for protecting the land, environment, flora, fauna, and culture of Hawai'i. I strongly urge the members of the land board to honor their constitutional obligations, respect the land, the culture, and the people of Hawai'i by rejecting the Army's fundamentally flawed EIS for Pōhakuloa.

It's time to return these lands and begin a real process of healing and restoration. The current and future generations of Hawai'i deserve nothing less than the full protection and preservation of this sacred place.

Me ka ha'aha'a,  
Ronnie Inagaki

**From:** [김동현](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL]  
**Date:** Monday, May 5, 2025 12:39:22 PM

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Aloha Land Board Members:

I am writing to express my strong opposition to the U.S. Army's proposed retention of leased lands at **Pōhakuloa Training Area**, and to **urge the land board to reject the Army's EIS**.

Pōhakuloa is not just a piece of land—it is a **wahi pana**, a sacred and storied place, home to irreplaceable **Native Hawaiian cultural sites** and some of Hawai'i's most **endangered species**. The Army has not demonstrated the capacity or will to serve as a proper steward of this land, and the FEIS fails to meaningfully address these concerns.

For example, the Army's actions have already resulted in the **burning of nearly 20,000 acres**, including designated **critical habitat** for native flora and fauna. This is unacceptable. Additionally, the ongoing use of live-fire and bombing in the impact area raises serious concerns about **environmental contamination, safety, and long-term degradation** of both the land and water.

Military training activities of this scale are simply not compatible with conservation, cultural integrity, or **aloha 'āina**. Enough is enough.

The FEIS is insufficient and should be rejected on several grounds:

- Inadequate Environmental and Cultural Impact Analysis
- Lack of a sufficient plan to mitigate impacts to cultural and natural resources
- Concerns about depleted uranium on the site have gone unaddressed
- Military usage is incompatible with the conservation district designation
- The approval of the EIS ultimately conflicts with the BLNR's constitutional duty mālama 'āina

I urge the members of the land board to respect the land, the culture, and the people of Hawai'i by **rejecting the Army's FEIS** for Pōhakuloa. It's time to return these lands and begin a real process of healing and restoration.

Sincerely,  
kimdonghyeon

**From:** [Jon Letman](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] written testimony for final EIS Army Training Land Retention at Pōhakuloa Training Area (agenda item D1)  
**Date:** Monday, May 5, 2025 2:18:53 PM

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Aloha Land Board Members:

I am a Hawaii resident writing to express my **strong opposition** to the U.S. Army's proposed retention of leased lands at **Pōhakuloa Training Area**, and to **urge the land board to reject the Army's EIS**.

Pōhakuloa is not just a piece of land—it is a **wahi pana**, a sacred and storied place, home to irreplaceable **Native Hawaiian cultural sites** and some of Hawai'i's most **endangered species**. The Army has not demonstrated the capacity or will to serve as a proper steward of this land, and the FEIS fails to meaningfully address these concerns.

For example, the Army's actions have already resulted in the **burning of nearly 20,000 acres**, including designated **critical habitat** for native flora and fauna. This is unacceptable. Additionally, the ongoing use of live-fire and bombing in the impact area raises serious concerns about **environmental contamination, safety, and long-term degradation** of both the land and water.

**Military training activities of this scale are not compatible with conservation, cultural integrity, or aloha 'āina.**

The FEIS is insufficient and should be rejected on several grounds:

- Inadequate Environmental and Cultural Impact Analysis
- Lack of a sufficient plan to mitigate impacts to cultural and natural resources
- Concerns about depleted uranium on the site have gone unaddressed
- Military usage is incompatible with the conservation district designation
- The approval of the EIS ultimately conflicts with the BLNR's constitutional duty mālama 'āina

I urge the members of the land board to respect the land, the culture, and the people of Hawai'i by **rejecting the Army's FEIS** for Pōhakuloa. It's time to return these lands and begin a real process of healing and restoration.

Sincerely,

Jon Letman

Lihue, Hawaii

**From:** [Noelle Lindenmann](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] Please reject the Army's EIS  
**Date:** Monday, May 5, 2025 1:42:36 PM

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Aloha Land Board Members:

I am writing to express my strong opposition to the U.S. Army's proposed retention of leased lands at **Pōhakuloa Training Area**, and to **urge the land board to reject the Army's EIS**.

The FEIS is *vastly* insufficient and should be rejected on several grounds:

- Inadequate Environmental and Cultural Impact Analysis
- Lack of a sufficient plan to mitigate impacts to cultural and natural resources
- Concerns about depleted uranium on the site have gone unaddressed
- Military usage is incompatible with the conservation district designation
- The approval of the EIS ultimately conflicts with the BLNR's constitutional duty mālama 'āina

Pōhakuloa is not just a piece of land—it is a **wahi pana**, a sacred and storied place, home to irreplaceable **Native Hawaiian cultural sites** and some of Hawai'i's most **endangered species**. The Army has not demonstrated the capacity or will to serve as a proper steward of this land, and the FEIS fails to meaningfully address these concerns.

For example, the Army's actions have already resulted in the **burning of nearly 20,000 acres**, including designated **critical habitat** for native flora and fauna. This is unacceptable. Additionally, the ongoing use of live-fire and bombing in the impact area raises serious concerns about **environmental contamination, safety, and long-term degradation** of both the land and water.

Military training activities of this scale are simply not compatible with conservation, cultural integrity, or **aloha 'āina**. Enough is enough.

I urge the members of the land board to respect the land, the culture, and the people of Hawai'i by **rejecting the Army's FEIS** for Pōhakuloa. It's time to return these lands and begin a real process of healing and restoration.

Sincerely,

Noelle R Lindenmann  
Kailua-Kona, HI

Noelle Lindenmann (she/her/hers)  
e. [noelle.royer@gmail.com](mailto:noelle.royer@gmail.com) // [tallgirl@uw.edu](mailto:tallgirl@uw.edu)  
p: 310.729.6627

**From:** [Brandon Makaawaawa](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] Testimony rejecting the Army's EIS for Pohakuloa  
**Date:** Monday, May 5, 2025 12:45:55 PM

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**Testimony of Brandon Maka'awa'awa  
Vice President, Nation of Hawai'i  
Before the State of Hawai'i Board of Land and Natural Resources**

**Re: Strong Opposition to the U.S. Army's Environmental Impact Statement (EIS) for the Pōhakuloa Training Area**  
**Date: 5/5/2025**

Aloha Chair and Members of the Board,

My name is Brandon Maka'awa'awa, and I serve as Vice President of the Nation of Hawai'i. I am testifying today in strong opposition to the United States Army's Environmental Impact Statement (EIS) for the Pōhakuloa Training Area.

The Army's EIS is wholly inadequate. It fails to meet the legal and moral responsibilities required to evaluate and mitigate the profound environmental, cultural, and social impacts of continued military use of these lands. The document falls short in the following critical areas:

**Conservation District Compatibility**

The EIS leaves unresolved the question of whether military use is even appropriate within a designated Conservation District. The training activities described are clearly incompatible with the core values and protections afforded to conservation lands.

**Protection of Endangered Species**

The Army's plan inadequately addresses the serious threats posed to endangered and threatened species endemic to this region. The biological assessments are superficial, outdated, and lack enforceable commitments.

**Environmental Contamination and Cleanup**

Rather than committing to meaningful remediation, the EIS defers cleanup to an unspecified future date. This is unacceptable given the known presence of hazardous materials on site.

**Cultural Impacts and Environmental Assessments**

The treatment of cultural resources and Native Hawaiian practices is superficial and insufficient. The Army continues to fail in its duty to meaningfully consult with cultural practitioners and lineal descendants, and disregards the spiritual and genealogical significance of this 'āina.

**Evaluation of Alternatives**

The EIS lacks a robust exploration of alternatives. The Army's narrow framing makes it appear as though continued occupation is the only viable path forward, ignoring the will of the community and more sustainable, less destructive options.

### **Fire Risk and Suppression**

Wildfire risks—already exacerbated by military activities—are inadequately addressed. There is no clear, enforceable plan to prevent or mitigate the increased fire threat, which jeopardizes surrounding communities, ecosystems, and sacred sites.

### **Acknowledgment of Past Environmental Damage and Contamination**

The Army's failure to fully acknowledge and account for past environmental destruction at Pōhakuloa, including unexploded ordnance, soil contamination, and damage to sacred sites, undermines any claim of stewardship or credibility.

### **Community Opposition**

The voices of local communities, Native Hawaiian organizations, and environmental advocates have been systematically disregarded. The EIS process reflects a top-down approach that dismisses public concerns rather than integrating them.

### **Protection of Cultural and Natural Resources**

There is a glaring lack of meaningful analysis regarding the impacts on cultural sites, traditional practices, and native ecosystems. The Army's conclusions are not supported by comprehensive research or consultation.

### **Environmental Risks**

The Army downplays the environmental risks posed by ongoing training operations, including risks to biodiversity, soil stability, and human health.

### **Long-Term Impacts**

Perhaps most troubling, the EIS fails to account for the cumulative and long-term impacts on Hawai'i Island's aquifers, endangered species, and air quality. These are critical resources for future generations and must not be compromised.

In conclusion, the Army's EIS is not a plan for stewardship—it is a justification for continued degradation. This land is not merely a training ground; it is a wahi pana, a sacred place, integral to our identity, our environment, and our future. I urge this Board to reject the Army's EIS and to stand with the people of Hawai'i in protecting Pōhakuloa from further harm. Mahalo for the opportunity to testify.

### **Brandon Maka'awa'awa**

Vice President

Nation of Hawai'i

**From:** [Sara McCay](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] Pōhakuloa  
**Date:** Monday, May 5, 2025 1:38:44 PM

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To BLNR members:

The US military should clean up their messes then leave Pōhakuloa. No new lease.

They should repair the damages they have caused and leave Hawaii.

This is your chance to stand up for Hawaii.

Sincerely,  
Sara Mccay

Sent from my iPhone

From: [Pauline Nicoll](#)  
To: [DLNR, BLNR, Testimony](#)  
Subject: [EXTERNAL]  
Date: Monday, May 5, 2025 1:15:46 PM

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Aloha Land Board Members:

I am writing to express my strong opposition to the U.S. Army's proposed retention of leased lands at **Pōhakuloa Training Area**, and to **urge the land board to reject the Army's EIS**.

Pōhakuloa is not just a piece of land—it is a **wahi pana**, a sacred and storied place, home to irreplaceable **Native Hawaiian cultural sites** and some of Hawai'i's most **endangered species**. The Army has not demonstrated the capacity or will to serve as a proper steward of this land, and the FEIS fails to meaningfully address these concerns.

For example, the Army's actions have already resulted in the **burning of nearly 20,000 acres**, including designated **critical habitat** for native flora and fauna. This is unacceptable. Additionally, the ongoing use of live-fire and bombing in the impact area raises serious concerns about **environmental contamination, safety, and long-term degradation** of both the land and water.

Military training activities of this scale are simply not compatible with conservation, cultural integrity, or **aloha 'āina**. Enough is enough.

The FEIS is insufficient and should be rejected on several grounds:

- Inadequate Environmental and Cultural Impact Analysis
- Lack of a sufficient plan to mitigate impacts to cultural and natural resources
- Concerns about depleted uranium on the site have gone unaddressed
- Military usage is incompatible with the conservation district designation
- The approval of the EIS ultimately conflicts with the BLNR's constitutional duty mālama 'āina

I urge the members of the land board to respect the land, the culture, and the people of Hawai'i by **rejecting the Army's FEIS** for Pōhakuloa. It's time to return these lands and begin a real process of healing and restoration.

Sincerely,  
Pauline Nicoll

Mahalo for taking action!

The HAPA Team

**From:** [Joy Nuuhiwa](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] Testimony in opposition to the approval of the Army's FEIS, Meeting Item D-1, 5-9-25  
**Date:** Monday, May 5, 2025 10:46:49 AM

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Aloha e Chair Chang and members of the Board of Land and Natural Resources,

My name is Joy Nu‘uhiwa. I am from Wai‘anae, O‘ahu, and I am writing to express my strong opposition to the approval of the Army’s Final Environmental Impact Statement (FEIS) for the Pōhakuloa Training Area (PTA).

The Army has admitted to widespread contamination, not just in the PTA, but anywhere they have touched in Hawai‘i, including Mākuā, my community’s piko. Similarly, the Army cannot prove that this contamination has not spread into water or ecosystems—the army gatekeeps this information, as well as any safety procedures or spill data, and deletes critical information. Fires, endangered species, and climate harms have been dismissed without evidence, and the FEIS they have submitted evades Hawaii law by ignoring very obvious cumulative impacts.

In today’s political climate, where science is being dismissed daily, where federal dollars are being pulled based on wrongful agendas, and where the very idea of ‘āina protections are being booted daily, I urge you to be on the right side of history. Listen to kānaka maoli. Listen to us when we say that the army was not pono when they created this FEIS. It is unacceptable and wrong that they get to shirk laws and regulations that were created to protect our ‘āina. These safeguards exist for a reason. Do not be the reason our Hawai‘i is contaminated. Demand the Army clean up their mess, and rightfully restore the land to its natural state.

The approval of this FEIS does not reflect the will of Native Hawaiians, does not reflect your responsibility to the public trust of the water that feeds and provides for Hawai‘i island, and ultimately, does not reflect what is right.

Thank you for considering my testimony in your final decision, and allowing me to use my voice on this important matter.

Ke aloha ‘āina,  
Joy Nu‘uhiwa

**From:** [jv 808](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] Testimony on Pōhakuloa  
**Date:** Monday, May 5, 2025 12:59:03 PM

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Aloha Land Board Members:

I am writing to express my strong opposition to the U.S. Army's proposed retention of leased lands at **Pōhakuloa Training Area**, and to **urge the land board to reject the Army's EIS.**

Pōhakuloa is not just a piece of land—it is a **wahi pana**, a sacred and storied place, home to irreplaceable **Native Hawaiian cultural sites** and some of Hawai'i's most **endangered species**. The Army has not demonstrated the capacity or will to serve as a proper steward of this land, and the FEIS fails to meaningfully address these concerns.

For example, the Army's actions have already resulted in the **burning of nearly 20,000 acres**, including designated **critical habitat** for native flora and fauna. This is unacceptable. Additionally, the ongoing use of live-fire and bombing in the impact area raises serious concerns about **environmental contamination, safety, and long-term degradation** of both the land and water.

Military training activities of this scale are simply not compatible with conservation, cultural integrity, or **aloha 'āina**. Enough is enough.

The FEIS is insufficient and should be rejected on several grounds:

- Inadequate Environmental and Cultural Impact Analysis
- Lack of a sufficient plan to mitigate impacts to cultural and natural resources
- Concerns about depleted uranium on the site have gone unaddressed
- Military usage is incompatible with the conservation district designation
- The approval of the EIS ultimately conflicts with the BLNR's constitutional duty mālama 'āina

I urge the members of the land board to respect the land, the culture, and the people of Hawai'i by **rejecting the Army's FEIS** for Pōhakuloa. It's time to return these lands and begin a real process of healing and restoration.

Sincerely,  
Jayven Okuda

O'ahu Makakilo

**From:** [Lory Ono](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] Pōhakuloa Training Area (agenda item D1)  
**Date:** Monday, May 5, 2025 2:54:12 PM

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Aloha Land Board Members:

I am writing to express my strong opposition to the U.S. Army's proposed retention of leased lands at **Pōhakuloa Training Area**, and to **urge the land board to reject the Army's EIS**.

Pōhakuloa is not just a piece of land—it is a **wahi pana**, a sacred and storied place, home to irreplaceable **Native Hawaiian cultural sites** and some of Hawai'i's most **endangered species**. The Army has not demonstrated the capacity or will to serve as a proper steward of this land, and the FEIS fails to meaningfully address these concerns.

For example, the Army's actions have already resulted in the **burning of nearly 20,000 acres**, including designated **critical habitat** for native flora and fauna. This is unacceptable. Additionally, the ongoing use of live-fire and bombing in the impact area raises serious concerns about **environmental contamination, safety, and long-term degradation** of both the land and water.

Military training activities of this scale are simply not compatible with conservation, cultural integrity, or **aloha 'āina**. Enough is enough.

The FEIS is insufficient and should be rejected on several grounds:

- Inadequate Environmental and Cultural Impact Analysis
- Lack of a sufficient plan to mitigate impacts to cultural and natural resources
- Concerns about depleted uranium on the site have gone unaddressed
- Military usage is incompatible with the conservation district designation
- The approval of the EIS ultimately conflicts with the BLNR's constitutional duty mālama 'āina

I urge the members of the land board to respect the land, the culture, and the people of Hawai'i by **rejecting the Army's FEIS** for Pōhakuloa. It's time to return these lands and begin a real process of healing and restoration.

Sincerely,

Lory Ono

**From:** [Paul Kimo Pestana](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] Pohakaloa  
**Date:** Monday, May 5, 2025 12:56:04 PM

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--be hvvb

Aloha Land Board Members:

I am writing to express my strong opposition to the U.S. Army's proposed retention of leased lands at Pōhakuloa Training Area, and to urge the land board to reject the Army's EIS.

Pōhakuloa is not just a piece of land—it is a wahi pana, a sacred and storied place, home to irreplaceable Native Hawaiian cultural sites and some of Hawai'i's most endangered species. The Army has not demonstrated the capacity or will to serve as a proper steward of this land, and the FEIS fails to meaningfully address these concerns.

For example, the Army's actions have already resulted in the burning of nearly 20,000 acres, including designated critical habitat for native flora and fauna. This is unacceptable. Additionally, the ongoing use of live-fire and bombing in the impact area raises serious concerns about environmental contamination, safety, and long-term degradation of both the land and water.

Military training activities of this scale are simply not compatible with conservation, cultural integrity, or aloha 'āina. Enough is enough.

The FEIS is insufficient and should be rejected on several grounds:

Inadequate Environmental and Cultural Impact Analysis

Lack of a sufficient plan to mitigate impacts to cultural and natural resources

Concerns about depleted uranium on the site have gone unaddressed

Military usage is incompatible with the conservation district designation

The approval of the EIS ultimately conflicts with the BLNR's constitutional duty mālama 'āina

I urge the members of the land board to respect the land, the culture, and the people of Hawai'i by rejecting the Army's FEIS for Pōhakuloa. It's time to return these lands and begin a real process of healing and restoration.

ALSO

TRUMP HAS BEEN CANCELING A LOT OF VERY IMPORTANT FUNDING TO HAWAII.

May I suggest that at the very least that we withhold this lease for political leverage. Trump IS LOSING his TARIFF WARS AND he WILL LOSE THIS WAR TOO. He wants Greenland but if he continues to be an idiot he will lose Hawaii. Just a few people stopped the ferry. A

few more people stopped the telescope.

Sincerely,  
Paul Pestana  
Honolulu Hawaii 96816

Dear Chairperson and Members of the Board of Land and Natural Resources (BLNR)

Aloha mai kākou,

I am writing to respectfully urge the BLNR to reject the U.S. Army's Final Environmental Impact Statement (EIS) for the continued use of the Pōhakuloa Training Area (PTA). The proposed actions presented in the EIS fail to adequately address a number of critical concerns that threaten the cultural, environmental, and public health integrity of Hawai'i Island.

The EIS is insufficient and inadequate in the following key areas:

- Conservation District Compatibility remains unresolved, failing to justify continued military use within such a sensitive and protected region.

- Protection of endangered species has been inadequately addressed, risking further harm to irreplaceable native ecosystems.

- The Army has deferred action on environmental contamination and cleanup, posing long-term health hazards and ecological damage.

- Cultural impacts and environmental assessments were met with a superficial and insufficient response, disregarding the deep connection that Native Hawaiians and local communities have to this sacred land.

- The evaluation of alternatives was inadequate, showing a clear lack of good faith effort to explore other viable options outside of PTA.


- Fire risk and suppression plans were inadequately addressed, especially given Hawai'i's increasing vulnerability to wildfire disasters.

These failures demonstrate a disturbing disregard for the health of the land and the people who depend on it. The Pōhakuloa region holds deep cultural and spiritual significance, and its continued degradation under military control is unacceptable.

I ask the BLNR to stand with the community, cultural practitioners, environmental stewards, and future generations by rejecting the Army's Final EIS and denying any lease extensions or renewals for the Pōhakuloa Training Area.

Mahalo for your time and consideration.

Me ka ha'aha'a ,  
Luanna Peterson

 Honolulu, HI

**From:** [Kahakuhailoa Poepoe](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] Pōhakuloa Testimony  
**Date:** Monday, May 5, 2025 11:15:21 AM

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Aloha e nā Lālā Hanohano o ka Papa Kumuwaiwai ‘Āina (BLNR),

My name is Kahakuhailoa K. Poepoe, and I am testifying to reject the U.S. Army's final Environmental Impact Statement (EIS) securing their future tenureship to Pōhakuloa as a kupa ‘āina, or a native of the land, a current resident of the island of Hawai‘i, and a lineal descendant to natives of the island of Hawai‘i who have traversed through Pōhakuloa for many centuries.

The Army has no place in stewardship toward Pōhakuloa, especially considering the fact that they have formerly desecrated land deemed sacred to Native Hawaiians on Kaho‘olawe, Makua Valley, and other areas, and have yet to fulfill their promises of cleaning up debris. The Army also cannot prove that their testing will not affect the environment of the Pōhakuloa area, and marine and aquatic sources downhill. Furthermore, the area is extremely prone to fires and would cause a huge threat to Hawaii Island's people if an accident were to occur. All of this not including years of withholding information, desecrating Native Hawaiian sacred sites and silencing their voices, and totally disregarding what we call aloha ‘āina, or love for the land, are pieces of evidence supporting my stance that the BLNR reject the Army's wish to extend their lease at the PTA. Solutions to fix the current desecration include: ungulate removal, reforestation, revegetation, creating cultural educational oppurtunities for the community instead of fear-mongering citizens with the threat of war in the near-future, and allowing Native Hawaiians to practice our tenureship which has proven time and time again to be not only reciprocal but also beneficial to the land.

Please heed the warnings of those advising your Board against this action. The faith of the People of Hawai‘i is in you folks to make the right decision for the people, not for politics, not for money, not for anything else. We as Kanaka Maoli, ask that you put your citizens first and reject the Army!

Me ke aloha a me ka na‘au ha‘aha‘a, na Kahakuhailoa Poepoe

May 8, 2025

**Nancy Redfeather – P.O. Box 906, Kealahou, HI. 96750**

**Testimony in strong opposition to the Acceptance of the Final Environmental Impact Statement (EIS) for the Army Training Land Retention at Pohakuloa training Area, Island of Hawai'i.**

I am basing this opposition on the following reasons.

1. The contents of the draft/final EIS do not fully declare the environmental implications of the proposed action and does not discuss all reasonably foreseeable consequences. I understand that an EIS is a comprehensive and detailed look at all the possible impacts that could arise to an area, in this case the lands of PTA.
2. The data and analysis that were supplied in the document do not commensurate with the importance of the impacts.
3. Lack of evaluation of impacts in the Federally owned impact area which is the main receiving area for live rounds being fired during training activities. According to the State Historic Preservation Division (SHPD) the impact zone is home to numerous historic and cultural properties including "iwi Kupuna" (bones of the ancestors). If USAG-HI retains State lands any impacts to this zone are expected to continue.
4. The inventory of archaeological sites is incomplete. A number of artifacts were taken from State lands and now in the possession of USAG-HI. These artifacts belong to the Hawaiian People and should be returned. A full inventory of sites especially in the impact zone is imperative to understand the "impacts" on the environment.
5. There are incomplete biological studies of the species of the impact zone area, these studies should have been done before publishing the Final EIS.
6. The military use of the area is neither consistent with the overall objective nor the allowable uses in the Conservation District and that a rule amendment to allow such use should not be granted.
7. The EIS does not include an evaluation or a plan for the likelihood of a wildfire occurrence burning out of control and impacting the surrounding

area of Waikoloa Village, a town of 7,682 people. Currently there is no alternative escape route for the village. Wildfire is currently the number one disaster possibility for the State of Hawaii.

**The Board should take into account all testimony before determining whether this criterion has been met. It is the responsibility of the State of Hawai'i under Chapter 343, HRS to ensure that environmental concerns are considered alongside any other issues when making decision about actions that may affect the environment. A Conservation District in Hawaii cannot be used as a bombing zone. These kinds of activities are not permitted. If the State wishes them to be allowable, they need to change the designation of the area and state their reasons why.**

Sincerely,

Nancy Redfeather

Kawanui, Hawai'i Island

Kawanui Farm: [www.kawanuifarm.org](http://www.kawanuifarm.org)

[nancyredfeather@hawaii.rr.com](mailto:nancyredfeather@hawaii.rr.com)

**From:** [Jotis Russell-Christian](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] Protect Pōhakuloa; Reject the Army's EIS  
**Date:** Monday, May 5, 2025 12:37:52 PM

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Aloha Land Board Members:

I am writing to express my strong opposition to the U.S. Army's proposed retention of leased lands at **Pōhakuloa Training Area**, and to **urge the land board to reject the Army's EIS**.

Pōhakuloa is not just a piece of land—it is a **wahi pana**, a sacred and storied place, home to irreplaceable **Native Hawaiian cultural sites** and some of Hawai'i's most **endangered species**. The Army has not demonstrated the capacity or will to serve as a proper steward of this land, and the FEIS fails to meaningfully address these concerns.

For example, the Army's actions have already resulted in the **burning of nearly 20,000 acres**, including designated **critical habitat** for native flora and fauna. This is unacceptable. Additionally, the ongoing use of live-fire and bombing in the impact area raises serious concerns about **environmental contamination, safety, and long-term degradation** of both the land and water.

Military training activities of this scale are simply not compatible with conservation, cultural integrity, or **aloha 'āina**. Enough is enough.

The FEIS is insufficient and should be rejected on several grounds:

- Inadequate Environmental and Cultural Impact Analysis
- Lack of a sufficient plan to mitigate impacts to cultural and natural resources
- Concerns about depleted uranium on the site have gone unaddressed
- Military usage is incompatible with the conservation district designation
- The approval of the EIS ultimately conflicts with the BLNR's constitutional duty mālama 'āina

I urge the members of the land board to respect the land, the culture, and the people of Hawai'i by **rejecting the Army's FEIS** for Pōhakuloa. It's time to return these lands and begin a real process of healing and restoration.

Sincerely,  
Jotis Russell-Christian

Native Hawaiian Resident; Waikīkī, Hawai'i

**From:** [Noel Shaw](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] Reject the Army's Final EIS- Protect Pohakuloa  
**Date:** Monday, May 5, 2025 12:59:02 PM

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Aloha Land Board Members:

My name is Noel Shaw. I'm a mother of three daughters a fourth generation Hawaiian Homesteader and a protector of our waters, mountains, oceans, skies, and the resources necessary to make life on islands in the middle of the ocean even possible.

I call on the Missing and Murdered Indigenous Women, Girls, and Two Spirit relatives whose lives were wrongfully disrupted by violence to write you and express my strong opposition to the U.S. Army's proposed retention of leased lands at **Pōhakuloa Training Area**, and to **urge the land board to reject the Army's EIS.**

Pōhakuloa is not just a piece of land—it is a **wahi pana**, a sacred and storied place, home to irreplaceable **Native Hawaiian cultural sites** and some of Hawai'i's most **endangered species**. The Army has not demonstrated the capacity or will to serve as a proper steward of this land, and the FEIS fails to meaningfully address these concerns.

For example, the Army's actions have already resulted in the **burning of nearly 20,000 acres**, including designated **critical habitat** for native flora and fauna. This is unacceptable. Additionally, the ongoing use of live-fire and bombing in the impact area raises serious concerns about **environmental contamination, safety, and long-term degradation** of both the land and water.

Military training activities of this scale are simply not compatible with conservation, cultural integrity, or **aloha 'āina**. Enough is enough.

The FEIS is insufficient and should be rejected on several grounds:

- Inadequate Environmental and Cultural Impact Analysis
- Lack of a sufficient plan to mitigate impacts to cultural and natural resources
- Concerns about depleted uranium on the site have gone unaddressed
- Military usage is incompatible with the conservation district designation
- The approval of the EIS ultimately conflicts with the BLNR's constitutional duty mālama 'āina

Additionally, as wildfire safety advocate, and it being wildfire preparedness month- it's essentially I call out the continued fire risk the Army's presence at Pohakuloa allows for. The Army has caused already 1,000 fires in the area and with increased growth of fuel ignition materials due to increased rainfall and longer dry periods, we cannot assume more hazards.

I urge the members of the land board to respect the land, the culture, and the people of Hawai'i by **rejecting the Army's FEIS** for Pōhakuloa. It's time to return these lands and begin a real process of healing and restoration.

Sincerely,

Noel Shaw from Papakolea, Oahu

*Noel Kaleikalaunuoka'oi'a'i'o Shaw*

619-261-5894

Aloha Chair Case and Members of the Board of Land and Natural Resources,

I am writing to urge you to reject the Final Environmental Impact Statement (FEIS) submitted by the U.S. Army in support of its proposal to continue occupying 22,750 acres of public trust lands at the Pōhakuloa Training Area (PTA) on Hawai'i Island.

This FEIS fails to meet the basic requirements of Hawai'i's environmental review laws and does not provide the public or this Board with the information needed to make an informed, lawful decision. Rather than address valid concerns raised during the draft process, the Army's final document raises more red flags, avoids key questions, and withholds critical data.

Key issues that warrant immediate rejection include:

- Confirmed toxic contamination of state lands from lead, arsenic, petroleum compounds, and other munitions constituents—with no clear plan or commitment for cleanup.
- A failure to conduct comprehensive soil and groundwater testing, despite known risks of contamination spreading through highly permeable soils and shallow aquifers.
- Lack of transparency, as the Army refuses to disclose Standard Operating Procedures it claims limit contamination.
- Failure to assess human health risks, especially for nearby communities and cultural practitioners with potential exposure to contaminated air, soil, and water.
- No cumulative impact analysis of the full 132,000-acre PTA operation, which artificially narrows the scope of environmental review.
- Acknowledged ongoing fire risks, with over 1,000 fires caused by military activities since 1975, threatening fragile species like the Palila.
- Incomplete greenhouse gas data, while making unsupported claims about climate impacts.

This FEIS does not meet the legal or ethical standards for protecting Hawai'i's lands, waters, ecosystems, or communities. It would be irresponsible for the Board to accept a document that sidesteps so many critical issues and puts future generations at risk. I ask

you to reject this FEIS and require the Army to conduct a full and lawful environmental review, with transparent data, community accountability, and a credible cleanup and mitigation plan.

Sincerely,

Kodie Solis-Kalani

Pa'auilo, Hawai'i

[kodiesk@hawaii.edu](mailto:kodiesk@hawaii.edu)

**From:** [David Sutton](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] Testimony for Pōhakuloa  
**Date:** Monday, May 5, 2025 1:27:21 PM

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People... this proposal is a desecration of Hawaiian land, and land in general!

Please stop this in its tracks..... after all these years, enough is enough!!

David Sutton  
Kilauea, Hawai'i

**From:** [Barbara Barry](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] Reject the Army's EIS for Pōhakuloa training area  
**Date:** Monday, May 5, 2025 2:28:10 PM

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Aloha Land Board Members:

I am writing to express my strong opposition to the U.S. Army's proposed retention of leased lands at **Pōhakuloa Training Area**, and to **urge the land board to reject the Army's EIS.**

**The Army has been terrible stewards for this sacred land.**

**How much more should the 'āina be allowed to be desecrated and poisoned? Enough already!**

**This should never have been allowed in the first place.**

**Please reject this EIS and send the Army packing after they clean up the depleted uranium, other pollution and restore this wahi pana to its original condition.**

Pōhakuloa is not just a piece of land—it is a **wahi pana**, a sacred and storied place, home to irreplaceable **Native Hawaiian cultural sites** and some of Hawai'i's most **endangered species**. The Army has not demonstrated the capacity or will to serve as a proper steward of this land, and the FEIS fails to meaningfully address these concerns.

For example, the Army's actions have already resulted in the **burning of nearly 20,000 acres**, including designated **critical habitat** for native flora and fauna. This is unacceptable. Additionally, the ongoing use of live-fire and bombing in the impact area raises serious concerns about **environmental contamination, safety, and long-term degradation** of both the land and water.

Military training activities of this scale are simply not compatible with conservation, cultural integrity, or **aloha 'āina**. Enough is enough.

The FEIS is insufficient and should be rejected on several grounds:

- Inadequate Environmental and Cultural Impact Analysis
- Lack of a sufficient plan to mitigate impacts to cultural and natural resources
- Concerns about depleted uranium on the site have gone unaddressed
- Military usage is incompatible with the conservation district designation
- The approval of the EIS ultimately conflicts with the BLNR's constitutional duty mālama 'āina

I urge the members of the land board to respect the land, the culture, and the people of Hawai'i by **rejecting the Army's FEIS** for Pōhakuloa. It's time to return these lands

and begin a real process of healing and restoration.

Mahalo,  
Barbara Barry

Maui

**From:** [Laiekawai Black](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] Testimony to the Board of Land and Natural Resources RE: Opposition to the Army's Final Environmental Impact Statement (FEIS) for Pōhakuloa Training Area (PTA)  
**Date:** Monday, May 5, 2025 3:17:03 PM

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Aloha e Chair Chang and the Board of Land and Natural Resources Members,

My name is **Laiekawai Black**, a Kānaka Maoli wahine, and I submit this testimony in **strong opposition to the United States Army's Final Environmental Impact Statement (FEIS)** for the continued occupation and use of the Pōhakuloa Training Area (PTA). I respectfully urge the Board of Land and Natural Resources (BLNR) to **reject the FEIS and deny any further use of these public trust lands by the military.**

### **1. Pōhakuloa is sacred 'āina.**

This land is not empty, not idle—it is ancestral, ecological, and spiritual. It lies within the wao akua, the realm of the gods, and has long been recognized by Kānaka 'Ōiwi as a place of deep significance. Its heiau, kīpuka, and iwi kūpuna are living testaments to the genealogical relationship between the 'āina and its people, a relationship that cannot be quantified or replaced.

As mo'olelo such as the story of Ka-Miki remind us, Pōhakuloa is not a battlefield—it is a guardian, a place of knowledge and balance.

### **2. The Army claims to mālama 'āina—but their actions contradict that claim.**

The FEIS asserts that the Army follows a principle of “Mālama 'Āina” at PTA, stating:

*“We adopt the principle of ‘Mālama 'Āina’ (to care for the land) to accompany and be an integral part of all behavior, policies, rules, regulations, and activities taking place at Pōhakuloa Training Area.” (FEIS Vol. 3, p. O-39)*

It also claims the Army engages in “sustainable stewardship of the natural environment” and participates in programs to show “respect for Native Hawaiian culture.” (FEIS Vol. 1, p. 6-25)

But these claims are empty when measured against their own documented harms. Among other harms, the Army has:

- Used depleted uranium at PTA
- Caused an average of 37 fires per year, including the Leilani fire that burned over 17,000 acres
- Left unexploded ordnance and live rounds in cultural areas
- Shot 'ōhi'a trees, increasing disease risk (FEIS Vol. 2, p. 3-106)

This level of environmental destruction is incompatible with the principle of mālama 'āina. How can one claim to care for the land while bombing it? This is not stewardship—it is desecration.

### **3. The FEIS is inadequate and misleading.**

The Army presents continued use of PTA as a foregone conclusion, claiming it is “essential to readiness.” But even the EPA has challenged the Army's alternatives analysis: “An alternative that incorporates additional resource protections could be formulated...” (FEIS Vol. 2, p. H-

27)

The Army has already shown it can relocate training units, such as when the Stryker Brigade was moved to Washington in 2016. The absence of meaningful alternatives in this FEIS shows a refusal to acknowledge community and ecological concerns.

#### **4. This is public trust land—held for the benefit of the people.**

**Pōhakuloa** is not federal land—it is **public trust land held by the State**. These lands were conveyed to Hawai‘i under the **Admissions Act**, with explicit conditions that include the betterment of Native Hawaiians and the protection of the public interest.

That trust purpose has been gravely neglected with regard to PTA. In 1964, the State leased nearly **23,000 acres** of these lands to the U.S. Army **for a mere \$1 over 65 years**, with minimal oversight. In *Ching v. Case*, the Hawai‘i Supreme Court held that the **State breached its fiduciary duty by failing to monitor the Army’s activities and allowing environmental degradation and cultural harm to occur**.

The Army, for its part, explicitly **disclaims any fiduciary obligation**, stating:

*“The Army is not responsible for... the fiduciary trust duties imposed on the State.”*  
(FEIS Volume 2, p. 2-4)

In doing so, the Army **acknowledges that it owes no legal duty to the ‘āina or the beneficiaries of the trust**—only the State does. This is precisely why the Board’s decision carries such enormous weight. **If the FEIS is approved, the ‘āina at Pōhakuloa will remain under military control—without any entity legally obligated to protect it under fiduciary trust law**. The land will continue to suffer, but without a trustee accountable to the public or to Kānaka ‘Ōiwi.

To approve this FEIS is not only to extend destruction—it is to formally abandon the State’s responsibility to protect what was never the Army’s responsibility to begin with.

If the State, through this Board, is the fiduciary of these lands, then **approving the Army’s FEIS would constitute a continuation of that breach**. Under both the Hawai‘i State Constitution and the Admissions Act, trustees must act with the utmost care, loyalty, and prudence to preserve public trust resources for current and future generations. Authorizing further military use—despite well-documented environmental harm, cultural desecration, and public opposition—would represent a fundamental violation of that trust.

This Board has both the authority and the obligation to reject this plan. Anything less would be a dereliction of fiduciary responsibility.

#### **5. Aloha ‘āina must guide your decision.**

Aloha ‘āina is not a slogan—it is a profound, living commitment to reciprocal care and kuleana. It is a call to protect, to restore, and to uplift what has been harmed.

As scholar D. Kapua‘ala Sproat writes, aloha ‘āina is “a duty rooted in genealogy, identity, and kuleana.” We are now at a critical juncture: do we continue the legacy of violence and extraction, or do we honor the ‘āina and those who have long cared for it?

**In conclusion,**

I urge this Board to consider its kuleana and:

- **Reject the Army's FEIS** as incomplete, misleading, and incompatible with State trust obligations;
- **Deny any extension or renewal of the military's use** of Pōhakuloa;
- **Hold the State and the Army accountable for** decades of **environmental and cultural harm**;
- And **affirm the Public Trust Doctrine** by returning the land to the care of the people and communities who understand its sacred value.

Mahalo nui loa for your time and consideration.

Me ka 'oia'i'o,  
Laiekawai Black  
Rising 2L, UH Mānoa William S. Richardson School of Law  
Blackl@hawaii.edu

**From:** [Glenn Choy](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] Pohakuloa RIS  
**Date:** Monday, May 5, 2025 12:40:16 PM

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I urge the BLNR to reject the army EIS for Pohakuloa. It is deeply flawed and ill serves its purpose.  
Sent from my iPhone

**From:** [Sylvia Dolena](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] OPPOSITION to the EIS for Pohakuloa  
**Date:** Monday, May 5, 2025 1:57:59 PM

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Aloha Land Board Members:

**And for your viewing enjoyment, see the video at this link at time marker 8:55 minutes which states the military presence at Pohakuloa.** This guy John Oliver is sarcastic in a humorous way showing how ridiculous things are like leasing Pohakuloa for \$1 for 65 years with their lack of clean up of the aina.

[Hawaii: Last Week Tonight with John Oliver \(HBO\)](#)

I am writing to express my strong opposition to the U.S. Army's proposed retention of leased lands at **Pōhakuloa Training Area**, and to **urge the land board to reject the Army's EIS.**

Pōhakuloa is not just a piece of land—it is a **wahi pana**, a sacred and storied place, home to irreplaceable **Native Hawaiian cultural sites** and some of Hawai'i's most **endangered species**. The Army has not demonstrated the capacity or will to serve as a proper steward of this land, and the FEIS fails to meaningfully address these concerns.

For example, the Army's actions have already resulted in the **burning of nearly 20,000 acres**, including designated **critical habitat** for native flora and fauna. This is unacceptable. Additionally, the ongoing use of live-fire and bombing in the impact area raises serious concerns about **environmental contamination, safety, and long-term degradation** of both the land and water.

Military training activities of this scale are simply not compatible with conservation, cultural integrity, or **aloha 'āina**. Enough is enough.

The FEIS is insufficient and should be rejected on several grounds:

- Inadequate Environmental and Cultural Impact Analysis
- Lack of a sufficient plan to mitigate impacts to cultural and natural resources
- Concerns about depleted uranium on the site have gone unaddressed
- Military usage is incompatible with the conservation district designation
- The approval of the EIS ultimately conflicts with the BLNR's constitutional duty mālama 'āina

I urge the members of the land board to respect the land, the culture, and the people of Hawai'i by **rejecting the Army's FEIS** for Pōhakuloa. It's time to return these lands and begin a real process of healing and restoration.

**Sylvia Dolena, East Hawaii Island**

Owner, Pele Lani Farm LLC  
Owner, Winning Edge Women's Leadership  
Director, Puna Rising Entrepreneur Hub  
Co-founder, Aloha Animal Advocates, HI Domestic non-profit  
Director, Malama O'Puna. 501c3  
President, Aloha Lokahi Association, 501c3  
President, Kulia I Ka Nu'u Outreach Services  
Vice President, Love Those Dog Paws, 501c3  
Executive Coach, Hewlett-Packard Enterprises

**From:** [Mary A Drayer](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Cc:** [Mary A Drayer](#)  
**Subject:** [EXTERNAL] Opposition to Agenda Item D1  
**Date:** Monday, May 5, 2025 3:10:15 PM

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Aloha Land Board Members,

I am submitting my strong opposition to the U S Army's proposed retention of leased lands at Pōhakuloa, and respectfully urge the land board to reject the Army's EIS.

There are restrictions in place for the treatment of this wahi pana which is a Conservation District, among other things. Sadly, the Army and US in general have not been good stewards of lands they have been awarded via long term leases.

Entities like yourselves which hold the power to make the lessee's accountable, have long been unable or unwilling to do so. I am hopeful you will take this opportunity to do it now.

Mahalo  
Mary Drayer  
557 Imi Dr  
Wailuku, Hi 96793

**From:** [Mina Elison](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] Opposition to Proposed Retention of Leased Lands at Pōhakuloa  
**Date:** Monday, May 5, 2025 2:55:24 PM

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Aloha Land Board Members:

Mahalo for your time and consideration. I am writing to express my strong opposition to the U.S. Army's proposed retention of leased lands at **Pōhakuloa Training Area**, and to **urge the land board to reject the Army's EIS**.

Pōhakuloa is not just a piece of land—it is a **wahi pana**, a sacred and storied place, home to irreplaceable **Native Hawaiian cultural sites** and some of Hawai'i's most **endangered species**. The Army has not demonstrated the capacity or will to serve as a proper steward of this land, and the FEIS fails to meaningfully address these concerns.

For example, the Army's actions have already resulted in the **burning of nearly 20,000 acres**, including designated **critical habitat** for native flora and fauna. This is unacceptable. Additionally, the ongoing use of live-fire and bombing in the impact area raises serious concerns about **environmental contamination, safety, and long-term degradation** of both the land and water.

Military training activities of this scale are simply not compatible with conservation, cultural integrity, or **aloha 'āina**. Enough is enough.

The FEIS is insufficient and should be rejected on several grounds:

- Inadequate Environmental and Cultural Impact Analysis
- Lack of a sufficient plan to mitigate impacts to cultural and natural resources
- Concerns about depleted uranium on the site have gone unaddressed
- Military usage is incompatible with the conservation district designation
- The approval of the EIS ultimately conflicts with the BLNR's constitutional duty mālama 'āina

I urge the members of the land board to respect the land, the culture, and the people of Hawai'i by **rejecting the Army's FEIS** for Pōhakuloa. It's time to return these lands and begin a real process of healing and restoration.

Sincerely,  
Mina Elison, Kona Hema, Hawai'i

**From:** [d.g](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] UNlease land at Pōhakuloa Training Area and reject Army's EIS  
**Date:** Monday, May 5, 2025 3:26:21 PM

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Aloha Land Board Members:

I am writing to express my strong opposition to the U.S. Army's proposed retention of leased lands at **Pōhakuloa Training Area**, and to **urge the land board to reject the Army's EIS**.

Pōhakuloa is not just a piece of land—it is a **wahi pana**, a sacred and storied place, home to irreplaceable **Native Hawaiian cultural sites** and some of Hawai'i's most **endangered species**. The Army has not demonstrated the capacity or will to serve as a proper steward of this land, and the FEIS fails to meaningfully address these concerns.

For example, the Army's actions have already resulted in the **burning of nearly 20,000 acres**, including designated **critical habitat** for native flora and fauna. This is unacceptable. Additionally, the ongoing use of live-fire and bombing in the impact area raises serious concerns about **environmental contamination, safety, and long-term degradation** of both the land and water.

Military training activities of this scale are simply not compatible with conservation, cultural integrity, or **aloha 'āina**. Enough is enough.

The FEIS is insufficient and should be rejected on several grounds:

- Inadequate Environmental and Cultural Impact Analysis
- Lack of a sufficient plan to mitigate impacts to cultural and natural resources
- Concerns about depleted uranium on the site have gone unaddressed
- Military usage is incompatible with the conservation district designation
- The approval of the EIS ultimately conflicts with the BLNR's constitutional duty mālama 'āina

I urge the members of the land board to respect the land, the culture, and the people of Hawai'i by **rejecting the Army's FEIS** for Pōhakuloa. It's time to return these lands and begin a real process of healing and restoration.

Sincerely,  
Danielle A. Guion  
Makakilo, O'ahu, Hawai'i

**From:** [Cristina Holt](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] Stop the Desecration of Pōhakuloa, I Urge BLNR to reject the Army's EIS  
**Date:** Monday, May 5, 2025 3:06:03 PM

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**Aloha Land Board Members,**

I'm writing today to strongly oppose the U.S. Army's plan to keep leasing lands at Pōhakuloa Training Area, and to urge you to reject the Army's Final Environmental Impact Statement (FEIS).

Pōhakuloa isn't just land—it's a *wahi pana*, a sacred, storied place. It holds priceless Native Hawaiian cultural sites and shelters some of Hawai'i's most endangered species. The Army has shown, time and again, that it lacks both the capacity and the will to care for this place properly. The FEIS does not seriously address these long-standing concerns.

Let's be clear—the Army's history here speaks for itself. Nearly 20,000 acres, including critical habitat, have already been burned because of their activities. That's not acceptable. The continued use of live fire and bombing raises huge red flags about contamination, safety, and the long-term harm to our land and water.

This kind of military activity just doesn't belong in a conservation district. It's not compatible with conservation, cultural protection, or aloha 'āina. Enough is enough.

The FEIS should be rejected because:

- It lacks a thorough environmental and cultural impact analysis.
- There's no strong plan to reduce harm to cultural and natural resources.
- Ongoing concerns about depleted uranium contamination haven't been addressed.
- Military use goes directly against the conservation district designation.
- Approving this would violate the BLNR's constitutional responsibility to *mālama 'āina*.

I urge you—respect the land, the culture, and the people of Hawai'i. Reject this FEIS. It's time to return these lands and begin a real process of healing and restoration.

Mahalo,  
Cristina Holt  
Hilo, Hawai'i

**From:** [H. Leff](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] REJECT the Army's EIS!  
**Date:** Monday, May 5, 2025 3:38:19 PM

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Aloha Land Board Members:

Here is my strong OPPOSITION to the U.S. Army's proposed retention of leased lands at **Pōhakuloa Training Area**, and to **urge the land board to reject the Army's EIS**. *There are plenty of sites on the mainland to use.*

Pōhakuloa is not just a piece of land—it is a **wahi pana**, a sacred and storied place, home to irreplaceable **Native Hawaiian cultural sites** and some of Hawai'i's most **endangered species**. The Army has not demonstrated the capacity or will to serve as a proper steward of this land, and the FEIS fails to meaningfully address these concerns.

For example, the Army's actions have already resulted in the **burning of nearly 20,000 acres**, including designated **critical habitat** for native flora and fauna. This is unacceptable. Additionally, the ongoing use of live-fire and bombing in the impact area raises serious concerns about **environmental contamination, safety, and long-term degradation** of both the land and water.

Military training activities of this scale are simply not compatible with conservation, cultural integrity, or **aloha 'āina**. Enough is enough.

The FEIS is insufficient and should be rejected on several grounds:

- Inadequate Environmental and Cultural Impact Analysis
- Lack of a sufficient plan to mitigate impacts to cultural and natural resources
- Concerns about depleted uranium on the site have gone unaddressed
- Military usage is incompatible with the conservation district designation
- The approval of the EIS ultimately conflicts with the BLNR's constitutional duty mālama 'āina

Thus I strongly urge the members of the land board to respect the land, the culture, and the people of Hawai'i by **rejecting the Army's FEIS** for Pōhakuloa. It's more than time to return these lands and begin a real process of healing and restoration.

Sincerely,

Harriet Leff

**From:** [Pulama Long](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] Written Testimony For BLNR hearing this Friday, May 9th  
**Date:** Monday, May 5, 2025 3:10:29 PM

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Aloha Land Board Members:

I am writing to express my strong opposition to the U.S. Army's proposed retention of leased lands at **Pōhakuloa Training Area**, and to **urge the land board to reject the Army's EIS**.

Pōhakuloa is not just a piece of land—it is a **wahi pana**, a sacred and storied place, home to irreplaceable **Native Hawaiian cultural sites** and some of Hawai'i's most **endangered species**. The Army has not demonstrated the capacity or will to serve as a proper steward of this land, and the FEIS fails to meaningfully address these concerns.

For example, the Army's actions have already resulted in the **burning of nearly 20,000 acres**, including designated **critical habitat** for native flora and fauna. This is unacceptable. Additionally, the ongoing use of live-fire and bombing in the impact area raises serious concerns about **environmental contamination, safety, and long-term degradation** of both the land and water.

Military training activities of this scale are simply not compatible with conservation, cultural integrity, or **aloha 'āina**. Enough is enough.

The FEIS is insufficient and should be rejected on several grounds:

- Inadequate Environmental and Cultural Impact Analysis
- Lack of a sufficient plan to mitigate impacts to cultural and natural resources
- Concerns about depleted uranium on the site have gone unaddressed
- Military usage is incompatible with the conservation district designation
- The approval of the EIS ultimately conflicts with the BLNR's constitutional duty mālama 'āina

I urge the members of the land board to respect the land, the culture, and the people of Hawai'i by **rejecting the Army's FEIS** for Pōhakuloa. It's time to return these lands and begin a real process of healing and restoration.

Sincerely,  
Pūlama Long  
O'ahu

--

*Aloha 'Āina,*  
Pūlama Long  
Owner of Honi Hala  
[www.honihala.com](http://www.honihala.com)

[Honi Hala Instagram](#)

**From:** [Lucy Lee](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] TESTIMONY: EIS for Army Training Land Retention at Pōhakuloa Training Area  
**Date:** Monday, May 5, 2025 3:54:59 PM

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Aloha mai e Land Board Members,

I am writing to express my strong opposition to the U.S. Army's proposed retention of leased lands at **Pōhakuloa Training Area**, and to **urge the land board to reject the Army's EIS**.

Pōhakuloa is not just a piece of land—it is a **wahi pana**, a sacred and storied place, home to irreplaceable **Native Hawaiian cultural sites** and some of Hawai'i's most **endangered species**. Countless individuals and hui (groups) that have dedicated themselves to research, understanding, and connection to this place have made it plain knowledge that the Army's presence in this space is not only unwanted, but is sincerely harmful.

The Army has not demonstrated the capacity or will to serve as a proper steward of this land, and the FEIS fails to meaningfully address these concerns. Concerns have been present and identifiable by community, stewards, and kanaka 'ōiwi throughout the years, but now is the time to make it plainly simple to the Army and for that matter, any entity who may request (now or in the future) use of land in Hawai'i.

For example, the Army's actions have already resulted in the **burning of nearly 20,000 acres**, including designated **critical habitat** for native flora and fauna. This is unacceptable. Additionally, the ongoing use of live-fire and bombing in the impact area raises serious concerns about **environmental contamination, safety, and long-term degradation** of both the land and water.

Military training activities of this scale are simply not compatible with conservation, cultural integrity, or **aloha 'āina**. Enough is enough. The well being of 'āina is deeply intertwined with the health (emotional, spiritual, and physical) of people. Misuse, abuse, and disregard of our home is to inflict the same hurt and damage upon ourselves.

The FEIS is insufficient and should be rejected on several grounds:

- Inadequate Environmental and Cultural Impact Analysis
- Lack of a sufficient plan to mitigate impacts to cultural and natural resources
-

Concerns about depleted uranium on the site have gone unaddressed

- Military usage is incompatible with the conservation district designation
- The approval of the EIS ultimately conflicts with the BLNR's constitutional duty mālama 'āina

One of the largest lessons we learn from our kūpuna is that you should not remain in places you are unnecessary or unwanted. Kānaka understood their roles within their communities and kept themselves only in spaces where their presence was requested and needed. By continuing to foster the same understanding and expectation of what kuleana truly is — not only respect but also debt, expectation, and privilege, we see how we either should or should not be present in a space. In this case, I truly believe the Army's presence should not be allowed a continuance at Pōhakuloa.

I urge the members of the land board to respect the land, the culture, and the people of Hawai'i by **rejecting the Army's FEIS** for Pōhakuloa. It's time to return these lands and begin a real process of healing and restoration.

Aloha 'āina 'oia'i'o,  
Lucy K. Lee  
'Aiea, O'ahunuialua

**From:** [Christy shaver](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] Protect Pōhakuloa  
**Date:** Monday, May 5, 2025 2:32:57 PM

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Aloha Land Board Members:

I am writing to express my strong opposition to the U.S. Army's proposed retention of leased lands at **Pōhakuloa Training Area**, and to **urge the land board to reject the Army's EIS**.

Pōhakuloa is not just a piece of land—it is a **wahi pana**, a sacred and storied place, home to irreplaceable **Native Hawaiian cultural sites** and some of Hawai'i's most **endangered species**. The Army has not demonstrated the capacity or will to serve as a proper steward of this land, and the FEIS fails to meaningfully address these concerns.

For example, the Army's actions have already resulted in the **burning of nearly 20,000 acres**, including designated **critical habitat** for native flora and fauna. This is unacceptable. Additionally, the ongoing use of live-fire and bombing in the impact area raises serious concerns about **environmental contamination, safety, and long-term degradation** of both the land and water.

Military training activities of this scale are simply not compatible with conservation, cultural integrity, or **aloha 'āina**. Enough is enough.

The FEIS is insufficient and should be rejected on several grounds:

- Inadequate Environmental and Cultural Impact Analysis
- Lack of a sufficient plan to mitigate impacts to cultural and natural resources
- Concerns about depleted uranium on the site have gone unaddressed
- Military usage is incompatible with the conservation district designation
- The approval of the EIS ultimately conflicts with the BLNR's constitutional duty mālama 'āina

I urge the members of the land board to respect the land, the culture, and the people of Hawai'i by **rejecting the Army's FEIS** for Pōhakuloa. It's time to return these lands and begin a real process of healing and restoration.

Sincerely,  
Christy Shaver  
Lahaina