

# **DOCKET NO. A92-383**

## **Halekua**

### **Motion For Order Amending The Memorandum of Understanding's Offsite Infrastructure**

To Amend the Agricultural Land Use District Boundary into the Urban Land Use District For Approximately 503.886 acres at Waikele and Hō'ae'ae, 'Ewa, O'ahu, City and County of Honolulu, State of Hawai'i, Tax Map Key No. 9-4-02: 01, portion of 52, 70 and 71

## ***STAFF REPORT***

Hearing  
April 8, 2026

**Daniel Orodener, Executive Officer**



---

Approved for Submittal: April 1, 2026

# TABLE OF CONTENTS

<u>Section No.</u>		<u>Page No.</u>
1.	<b>Explanation of the Proceeding</b>	
	<b>Legal precedent and obligations</b>	<b>3</b>
2.	<b>Background Information</b>	<b>4 - 11</b>
3.	<b>Summary of Petitioner’s Position</b>	<b>11 - 13</b>
4.	<b>Summary of County Position</b>	<b>13</b>
5.	<b>Office of Planning and Sustainable Development</b>	<b>13</b>
6.	<b>Additional Filings</b>	<b>13</b>
7.	<b>Staff Analysis and Questions for Resolution</b>	<b>13 - 14</b>

## 1. **EXPLANATION OF THE PROCEEDING**

The proceeding before the Land Use Commission (“Commission” or “LUC”) is Haseko Royal Kunia, Inc. Motion for order amending the memorandum of understanding’s offsite infrastructure date in Condition A.1.

Condition A.1. is in the LUC’s Findings of Fact, Conclusions of Law and Decision and Order Granting Motion to Amend the Memorandum of Understanding’s Offsite Infrastructure Date in Condition A.1 filed October 7, 2024.

### **LEGAL PRECEDENT AND OBLIGATIONS**

Hawai’i Administrative Rules (“HAR”) **§ 15-15-70(a)** provides that “[a]ny party may make motions before, during, or after the close of a hearing.”

Pursuant to **HAR § 15-15-94**, such a party (i.e., a petitioner) who desires to have a modification or deletion of a condition that was imposed by the Commission, or a modification of the Commission’s order shall file a motion in accordance with HAR § 15-15-70, which must be properly served. If the motion requires the consideration of facts not appearing in the record, it must be filed and served together with sworn affidavits or declarations setting forth those facts.

If good cause is shown, the Commission may modify or delete any of the conditions imposed, or it may modify the Commission’s order (**HAR § 15-15-94(b)**). “Good cause” can mean “a substantial reason amounting in law to a legal excuse,” and that it will also depend on the specific circumstances of an individual case. Determining “good cause” is at the discretion of and should be done by the Commission.

Pursuant to Hawai’i Revised Statutes (“HRS”) **§ 91-10(5)**, the party initiating the proceeding shall have the burden of proof, including the burden of producing evidence as well as the burden of persuasion. The degree or quantum of proof shall be a preponderance of the evidence. Petitioner has the burden to show good cause for the request and to demonstrate that its request is reasonable by a preponderance of evidence.

**The Commission has further discretion, based on the facts presented, to consider other factors**, including (1) whether the need for the condition still exists; (2) whether an alternative method for ensuring compliance exists that protects the public trust; or (3) whether compliance with the condition would create an undue hardship.

## 2. **BACKGROUND INFORMATION**

In 1993, the original Docket involved the reclassification of approximately 504.865 acres of land from the State Land Use Agricultural District to the State Land Use Urban District at Waikele and Ho'ae'ae, 'Ewa, O'ahu, City and County of Honolulu, Hawai'i, TMK 9-4-02: Portion of 1 and Portion of 52. The District Boundary Amendment ("DBA") was granted on December 9, 1993, subject to 28 conditions ([see the 1993 Decision and Order](#)).

In 1995, the metes and bounds description was amended to change the acreage from 504.865 to 503.886.

On August 1, 1995, Halekua filed a Motion to Change Ownership Interest in the Petition Area to convey two parcels of approximately 60 acres and 63 acres zoned I-1 (Limited Industrial) and a parcel of approximately 9 acres zoned A-1 (Low-Density Apartment) to HRT, Ltd. the Motion was granted, ([see the 1995 Decision and Order](#)).

In 1996, Docket A92-683, amended the Tax Map Key Numbers: 9-4-02: 1, portion of 52, 70 and 71. The Amendment was approved on September 12, 1996, subject to 25 conditions ([see the 1996 Decision and Order](#)).

### **Department of Agriculture and Biosecurity ("DAB"): Agriculture Park**

Condition 22 of the [1993 Decision and Order](#) established the Agricultural Park.

Condition 22) Petitioner shall convey the agricultural park to the State of Hawai'i, and provide off-site infrastructure to the agricultural park, pursuant to the terms of the Memorandum of Understanding dated March 30, 1993, entered into by Petitioner and the Department of Agriculture and Biosecurity.

In 1995, the metes and bounds description was amended to change the acreage from 504.865 to 503.886.

On August 1, 1995, Halekua filed a Motion to Change Ownership Interest in the Petition Area to convey two parcels of approximately 60 acres and 63 acres zoned I-1 (Limited Industrial) and a parcel of approximately 9 acres zoned A-1 (Low-Density Apartment) to HRT, Ltd. the Motion was granted, ([see the 1995 Decision and Order](#)).

### **1996 Amendment**

In 1996, Docket A92-683, amended the Tax Map Key Numbers: 9-4-02: 1, portion of 52, 70, and 71. The Amendment was approved on September 12, 1996, subject to 25 conditions ([see the 1996 Decision and Order](#)).

### **Department of Agriculture and Biosecurity: Agriculture Park**

The 1996 Decision and Order states that the

Petitioner and the Department of Agriculture and Biosecurity of the State of Hawai'i ("DAB") have entered into a Memorandum of Understanding, dated March 30, 1993, in which Petitioner agrees to convey 150 acres of land within the Royal Kunia Phase II development to the State of Hawai'i for the purpose of establishing a State agricultural park. In accordance with the terms of the Memorandum of Understanding, the parties have been negotiating the terms of a more detailed Development Agreement. The DOA has accepted the final negotiated terms and conditions for the Development Agreement. The parties have agreed to an extension of time for executing the Development Agreement so that the DOA may conduct an environmental assessment of the site, in accordance with requirements by the Office of the Attorney General (1996 D&O, pg.12, ln 38)

As well as

Petitioner will design and construct off-site infrastructure improvements for the agricultural park including off-site roadways, potable and irrigation water lines, and sewer lines and other utility connections, up to the property boundary of the agricultural park at no cost to the DOA (1996 D&O, pg.13, ln 41)

Condition 19) Petitioner shall convey the agricultural park to the State of Hawai'i, and provide off-site infrastructure to the agricultural park, pursuant to the terms of the Memorandum of Understanding dated March 30, 1993 entered into by Petitioner and the DAB.

**The MOU has been extended five times since the 1996 D&O, most recently in 2024.**

The 1996 Decision and Order Amended the Original 1993 Order and reduced the number of conditions to 25. The 1996 Decision and Order is the current Order that runs with the land, aside from the 2021 Order which is specific to Ho'ohana Solar.

**Other Historical Motions and Orders associated with the Docket:**

[1996 Amended Decision & Order](#)

[2003 Order Granting OPSD's Motion for Order to Show Cause](#)

[2003 Order to Show Cause](#)

[2004 Order Granting OPSD's Motion to Exempt HRT from OSC](#)

[2007 Order Granting Halekua's Motion to Dismiss OSC](#)

[2007 Order Granting Timely Motion to Intervene](#)

[2007 Order Granting Halekua's Motion for Transfer of Ownership](#)

[2013 1st Amendment to Amended Decision & Order](#)

[2014 Order Approving Successor Petitioner \(to Parcel 52\) Ho'ohana Solar 1, LLC's Request to Continue Proceedings](#)

[2018 Status Report](#)

[2020 Ho'ohana Solar's Motion for Modification and Time Extension](#)

[2024 Status Report](#)

[2024 Haseko's Motion for Amending MOU](#)

\*Most recent amendment to the MOU

[2024 RK II Petition for Declaratory Order \(DR24-77\)](#)

[2024 RK II Petition for Declaratory Order \(DR24-78\)](#)

Continuation of explanation of recent and relevant Motions on the following page.

**2014 Motion to Amend the 1996 Order**

On August 11, 2014, Ho'ohana Solar 1, LLC ("Ho'ohana") filed its Motion for Order Amending the Amended Findings of Fact, Conclusions of Law, and Decision and Order filed on October 1, 1996.

The Motion moved that:

- (1) recognize Ho'ohana as the Successor Petitioner to Parcel 52 withstanding to seek and obtain relief requested;
- (2) issue an order modifying the Commission's 1996 Order, as amended by the Commission's 2013 First Amendment to the 1996 Decision and Order ("2013 Order"), to expressly authorize the proposed interim 30-year operational use of Parcel 52 for solar farm development; and
- (3) to delete Condition No. 21 of the 1996 Order, as amended by the 2013 Order, requiring the Commission's prior approval to change any ownership interest in the Petition Area, because it has been fully satisfied, or, in the alternative, pursuant to requirements of Condition No. 21, approve the proposed lease of Parcel 52 by the landowner Robinson Kunia Land LLC ("RKL") to Ho'ohana to allow the solar farm development.

The Motion was approved with the amendment of conditions 19 and 21, an additional 7 conditions pertaining to the solar farm, and the original conditions imposed in the previous Halekua Orders ([see the 2015 Decision and Order](#))

**Condition One:** Royal Kunia Agricultural Park Non-Potable Water Connection. By December 31,

2016, Ho'ohana shall, at no cost to the State and concurrent with construction of the solar farm, design and provide an offsite, non-potable waterline from Reservoir 225 to the boundary of the Royal Kunia Agricultural Park (the "non-potable waterline"), to specifications mutually acceptable to Ho'ohana and the DAB. Prior to providing the non-potable waterline, Ho'ohana shall at its sole cost and expense, cause Robinson Kunia Land LLC to grant any required non-exclusive, perpetual utility easement(s) to the State of Hawai'i for the alignment of the non-potable waterline. Ho'ohana shall provide contracted maintenance on the installed non-potable waterline and maintain the nonpotable waterline in an operable condition for the duration of the operation of the solar farm at no cost to the State. The DAB shall be solely responsible for obtaining the non-potable water allocation to service the Royal Kunia Agricultural Park. If Ho'ohana is required to perform an environmental impact statement pursuant to Chapter 343, Hawai'i Revised Statutes, then the time period set forth in this condition shall be extended by the number of days that Ho'ohana is delayed as a result.

On July 14, 2020, the Land Use Commission received the [2020 Annual Report](#) from RP2 Ventures

On August 14, 2020, The Land Use Commission received the notice of [change in ownership from RP2 to Haseko](#)

**2020 Ho'ohana Solar Motion to Modify and Extend**

On August 17, 2020, Ho'ohana moved to  
1) allow modification to the solar farm previously authorized; and,  
(2) extend the timeframe for development of the modified solar farm.

The extension was set in condition 5 of the [2021 Decision and Order](#), which set the Completion/Extension date to Nov. 1, 2023.

Conditions set in the [2021 Order](#) include Sections A and B (A applies to the Petition Area, and B Applies ONLY to the solar farm):

**A) Amended and New Conditions Imposed on the Petition Area.** The following amended Conditions A1 through and including A3 shall replace Condition A1 through A3 of the 2015 Order:

1. Royal Kunia Agricultural Park Offsite Infrastructure. Within six (6) months of the date of the Commission's Order, the landowner(s) within the Petition Area shall execute an amendment to the Memorandum of Understanding (dated 1993 and subsequent amendments in 2007, 2009, 2012, 2015 and 2020) with the Department of Agriculture and Biosecurity, and comply with this amended Memorandum of Understanding. This Memorandum shall require that off-site infrastructure to the State of Hawai'i's Kunia Agricultural Park be completed no later than June 30, 2023. "Offsite-infrastructure" includes, but is not limited to, all utilities and appurtenant works, roadways, potable water lines, electrical utilities, sewer lines, utility connections, and the non-potable waterline appurtenances in place, complete.
2. Revised Master Plan. All landowners within the Petition Area shall submit revised master plan(s) and schedule(s) for the development of their respective Increments 1, 2, and 3, comprising the Royal Kunia Phase II project to the Commission no later than December 31 , 2021.
3. Status Report. By March 15, 2021, all landowners within the Petition Area shall submit to the Commission a status report on the development of their respective parcels of land and their construction or contribution to the construction of the off-site infrastructure.
4. Notice to Commission. Petitioner shall provide notice to the Commission of any intent to sell, lease, assign, place in trust, or otherwise voluntarily alter the ownership interests in the subject property prior to or during development of the subject property, excluding, however, sales or leases of the 53 individual lots or condominium units in a residential development, or leases in an industrial development.
5. Compliance with Representations. Failure of the landowners to construct the off-site infrastructure for the Kunia Agricultural Park will constitute good cause for the Commission to issue an Order to Show Cause to the landowners pursuant to HAR § 15-15-93 of the Commission's Rules.
6. Failure of Solar Project. Should Ho'ohana fail to construct and complete the Solar Project, the easement(s), construction, maintenance and cost of the non-potable waterline described under Condition B.1, shall revert to the responsibility and expense of the landowners.

**B) Amended Conditions Imposed Solely on Solar Farm to be Developed on Parcel 52** The following conditions B1 through and including B7 shall be

applicable only to the solar farm on Parcel 52, and shall be applicable only upon development of the solar farm use on Parcel 52:

1. Royal Kunia Agricultural Park Non-Potable Water Connection. Prior to the connection of the Solar Project to the grid, Ho'ohana shall, at no cost to the State and concurrent with construction of the solar farm, design and provide an off-site, non-potable waterline from Reservoir 225 to the boundary of the Royal Kunia Agricultural Park (the "nonpotable waterline"), using the design and specifications acceptable to the DAB that were submitted to the Department of Planning and Permitting by RP2 Ventures, LLC. Prior to providing the non-potable waterline, Ho'ohana shall at its sole cost and expense, cause Robinson Kunia Land LLC to grant any required non-exclusive, perpetual utility easement(s) to the State of Hawai'i for the alignment of the non-potable waterline. Ho'ohana shall provide contracted maintenance on the installed non-potable waterline and maintain the non-potable waterline in an operable condition for the duration of the operation of the solar farm at no cost to the State. The DAB shall be solely responsible for obtaining the non-potable water allocation to service the Royal Kunia Agricultural Park. If Ho'ohana is required to perform an environmental impact statement pursuant to Chapter 343, Hawai'i Revised Statutes, then the time period set forth in this condition shall be extended by the number of days that Ho'ohana is delayed as a result.

September 3, 2021, the LUC received change in ownership from HRT Realty to RK II Partners LLC., and on December 17, 2021, The LUC received the [2021 Annual Report](#) from Haseko.

On January 14, 2022, in compliance with condition two, Haseko filed their [Revised Master Plan](#). On May 24, 2022 the [2022 Annual Report](#) was received from RKII Partners, LLC, and on November 16, 2022, Haseko filed their [2022 Annual Report](#).

Following the Haseko 2022 Annual Report, the LUC Received [DOA Comments](#).

The DOA Comment Letter raised questions on:

- Compliance with the LUC Order that required construction of infrastructure by June 30, 2023.
- The Memorandum of Understanding regarding irrigation Facilities, which divides responsibilities for construction of the irrigation infrastructure.
- The delay of infrastructure construction and completion and water commitment

LUC Staff coordinated a meeting with DAB and the Office of Planning and Sustainable Development on May 23, 2023. OPSD and DOA provided a joint

[letter regarding the status of the development.](#)

LUC Staff Scheduled a Status Report for April 3, 2024.

**2024 Haseko Motion to Amend the MOU for Offsite Infrastructure (Condition A.1)**

On February 15, 2024, Haseko filed the 2024 Motion to Amend the MOU for Offsite Infrastructure in Condition A.1, of the 2021 LUC Decision and Order.

The date Haseko was requesting an Amendment for expired on June 30, 2023. The Motion proposed dates: December 31, 2025 (temporary) and September 28, 2028 (permanent infrastructure).

During the hearing held on April 4, 2024, the LUC Approved the Petitioners Motion, and issued the 2024 Decision and Order Amending Condition A.1 of the 2021 Decision and Order.

Condition A.1 was amended as follows:

Royal Kunia Agricultural Park. Haseko Royal Kunia, LLC and the DAB have executed the Fifth Amendment to the Memorandum of Understanding dated January 10, 2024 (“5th Am MOU”). The original Memorandum of Understanding was dated 1993 and subsequently amended in 2007, 2009, 2012, 2015, and 2020. The 5th Am MOU separates the offsite infrastructure for the Royal Kunia Agricultural Park in three categories: 1) Irrigation Infrastructure, 2) Temporary Infrastructure, and 3) Permanent Infrastructure. The Irrigation Infrastructure for non-potable irrigation water is comprised of the water line and pump station and shall be completed by August 31, 2024. The Temporary Infrastructure is comprised of functional electrical power and potable water and shall be completed by December 31, 2025. The Permanent Infrastructure is comprised of a roadway, potable water, electrical and communications, and gravity sewer and shall be completed by September 30, 2028.

2025 Annual Report:

[Haseko Royal Kunia, LLC – Annual Report \(10/14/2025\)](#)

[CCHNL DPP Response to the 2025 Annual Report Filing \(01/29/2026\)](#)

[Petitioner’s Response to CCHNL/DPP and Exhibits A-J \(03/02/2026\)](#)

[Exhibit A](#) | [Exhibit B](#) | [Exhibit C](#) | [Exhibit D](#) | [Exhibit E](#) | [Exhibit F](#) | [Exhibit G](#) | [Exhibit H](#) | [Exhibit I](#) | [Exhibit J](#)

### 3. **SUMMARY OF PETITIONER’S MOTION**

On December 26, 2025, the Petitioner submitted the 2025 Motion to Amend the Memorandum of Understanding's Offsite Infrastructure Date in Condition A.1 filed October 7, 2024 ("2024 D&O") to amend the Memorandum of Understanding's offsite infrastructure date in Condition A.1. to be consistent with the Sixth Amendment to Amendment and Restatement of Memorandum of Understanding dated December 17, 2025 ("6th Am MOU").

The Petitioner has filed the following documents:

HRK’s [2025 Motion for Order Amending the Memorandum of Understanding’s \(“MOU”\) Offsite Infrastructure Date in Condition A. 1; Memorandum in Support of Motion; Exhibits 1-6; Declaration of Peter D. Kwan; Declaration of Curti T. Tabata; Certificate of Service \(12/26/2025\)](#)

HRK’s [Supplemental Memorandum in Support of Motion of its 2025 Motion for Order Amending the Memorandum of Understanding’s \(“MOU”\) Offsite Infrastructure Date in Condition A.1 \(02/24/2026\)](#)

The [2025 Motion](#) explains complications related to temporary electrical lines: Hawaiian Electric Company (“HECO”), will not allow the construction of the temporary electrical power lines until there is an end user at the Agricultural Park. See emails from September 2025 between Haseko and HECO, attached hereto as 4 Exhibit “4” (Pg. 53-57) . The Agricultural Park has not yet been constructed; therefore, there is no end user for the temporary electricity, and the temporary electrical power lines cannot be installed according to HECO.

The [2025 Motion](#) seeks to amend Condition A.1 as follows:

Royal Kunia Agricultural Park. Haseko Royal Kunia, LLC and the DAB have executed the Sixth Amendment to the Memorandum of Understanding dated December 2025 (6th Am MOU"). The Original Memorandum of Understanding was dated 1993 and subsequently amended in 2007, 2009, 2012, 2015, 2020 and 2024. The 6th Am MOU separates offsite infrastructure for the Royal Kunia Agricultural Park into three categories: 1) Irrigation Infrastructure, 2) Temporary Infrastructure, and 3) Permanent Infrastructure. The Irrigation

Infrastructure for non-potable irrigation water is comprised of a water line and pump station that have been completed. The Temporary Infrastructure is comprised of functional electrical power and potable water. The Temporary Infrastructure potable water shall be completed by December 31, 2025. The Temporary Infrastructure functional electrical power shall be completed by the date that DAB has an end user in place, which date shall not exceed September 30, 2028, when the Permanent Infrastructure is to be delivered. The Permanent Infrastructure is comprised of a roadway, potable water, electrical and communications, and gravity sewer and shall be completed by September 30, 2028. The Temporary Infrastructure will not be needed once the Permanent Infrastructure is completed.

The proposed amendment reflects 1) potable water by December 31, 2025; and 2) functional electrical power by the date the DAB has an end user in place, which date shall not exceed September 30, 2028, when the Permanent Infrastructure is to be delivered.

Further, Petitioner identifies that Ka Pa‘akai Review and HRS Chapter 343 Environmental Review are not required for this motion for the following reasons:

1. Both Ka Pa‘akai and HRS Chapter 343 were addressed in the 2024 Motion and 2024 D&O, and the Land Use Commission (“LUC”) has ruled that neither a Ka Pa‘akai analysis nor an HRS Chapter 343 environmental review was required to merely extend the deadline for the offsite infrastructure.
2. Both this current motion and the 2024 Motion are based on the agreements between Haseko and the DAB in the 5th Am MOU and the 6th Am MOU. Both motions are procedural and do not affect the rights or liabilities of any other party, do not result in any changed environmental impacts, and do not affect Native Hawaiian customary and traditional rights.
3. The LUC’s 2024 D&O is directly relevant and applicable to this current motion, and neither a Ka Pa'akai analysis nor an HRS Chapter 343 environmental review is required for the LUC to grant this motion

The [Supplemental Memo in Support of Motion](#), and Exhibit 7 indicates that the irrigation infrastructure was completed and accepted by DAB on October 1, 2025. The irrigation waterline was built by Ho‘Ohana Solar, and Haseko built the pump equipment.

This temporary potable waterline is one of two temporary utilities that Haseko is required to provide up to the DAB property line.

2025 Motion: Exhibit 6, Sixth Amendment and Restatement of the MOU.

**4. SUMMARY OF COUNTY PLANNING DEPARTMENT POSITION STATEMENT (“DPP”)**

On January 6, 2026, DPP filed the [Request for Extension of Time to Respond to Haseko Royal Kunia, LLC’s 2025 Motion](#)

On February 27, 2026, DPP filed their [Statement of No Objection to Motion for Order Amending the MOU](#), and notes that State agencies are better positioned to opine on the matter because they will enjoy the benefit of the temporary infrastructure.

**5. SUMMARY OF POSITION STATEMENT FILED BY THE OFFICE OF PLANNING AND SUSTAINABLE DEVELOPMENT (“OPSD”)**

The Office of Planning and Sustainable Development filed their [Notification of Position](#) on the Motion on January 2, 2026.

In the January 2, 2026, filing OPSD provided notice of its intention to support the Motion, pending consultation with DAB, the receipt of any other information from State agencies impacted by the Motion, and further review of the Motion and supporting documents.

OPSD further stated that an additional filing with supplemental information on the Motion would be filed with the LUC after consultation with DAB and completion of a more complete review of the representations of the Petitioner and the documents filed in this Motion.

As of April 1, 2026, the LUC did not receive any additional filings from OPSD.

**6. ADDITIONAL FILINGS**

RK II Partners (“RKII”) [Statement of No Objection to Motion for Order Amending the MOU](#)

**7. STAFF ANALYSIS AND RECCOMENDATION**

Staff notes that this is the sixth amendment to the MOU

LUC Staff concurs with Petitioners assessment of the applicability of Ka Pa‘akai Review and HRS Chapter 343 Environmental Review are not required for this motion.

**Staff Recommendation:**

The LUC Staff **recommends the Commission approve Petitioners 2025 Motion** to Amend the Memorandum of Understanding's Offsite Infrastructure Date in Condition A.1 filed October 7, 2024 ("2024 D&O") to amend the Memorandum of Understanding's offsite infrastructure date in Condition A.1. to be consistent with the Sixth Amendment to Amendment and Restatement of Memorandum of Understanding dated December 17, 2025 ("6th Am MOU"), **adopt the condition language in the 2025 Motion, and authorize the Chairperson to execute the order necessary to effectuate the Commission's decision**, subject to review and approval by the Department of the Attorney General.

- 1) Petitioner explained the reasoning behind the 6<sup>th</sup> Amendment
- 2) The Parties and Interests including DAB support the MOU.
  - a. Haseko proposed and DAB agreed that Haseko will file a motion to amend the 2024 LUC Order to amend the MOU's offsite infrastructure date in Condition A.1 to be consistent with this Sixth Amendment ([Motion](#): pg.6)
  - b. Sixth Amendment to the MOU is signed and executed by Haseko and DAB
- 3) The Commission's decision on the Motion is also not an "act" or "action" that will affect Native Hawaiian customary and traditional rights under the *Ka Pa'akai* case, and the action being requested for the purposes of HRS Chapter 343 is simply approval of job credits that will not result in any changed environmental impacts, and therefore analysis under the *Ka Pa'akai* case and a supplemental environmental impact statement are not required at this time.