

**Application to Register with the Department of Interior  
as a Homestead or Beneficiary Association**

**Background** – In 2016, the federal government included definitions for Homestead Associations (beneficiaries in a homestead community) and HHCA Beneficiary Association (beneficiaries awaiting a homestead award), in the Code of Federal Regulations under 43 CFR 47 & 48 applicable to the Hawaiian Homes Commission Act.

**Definition of Homestead Association** – means a beneficiary-controlled organization that represents and serves the interests of its homestead community; has as a stated primary purpose the representation of, and provision of services to its homestead community; and filed with the Secretary (of DOI) a statement signed by the governing body, of governing procedures and a description of the territory it represents.

**Definition of HHCA Beneficiary Association** – means an organization controlled by beneficiaries who submitted applications to the DHHL for homesteads are awaiting the assignment of a homestead; represents and serves the interests of those beneficiaries; has as a stated primary purpose the representation of, and provision of services to, those beneficiaries; and filed with the Secretary (of DOI) a statement signed by the governing body, of governing procedures and a description of the beneficiaries it represents.

Homestead Associations and Waitlist Associations may apply to register with the Department of Interior (DOI). This form is not required to be used, however, assists Associations to submit the necessary documentation and data for the DOI to consider approval of requests to register as an HHCA Association.

---

**I. Type of Application**

*Check only one box*

- Register as a **Homestead Association** (representing & serving interests of a homestead community)

Describe the Territory or Geographic Area of Association: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Register as an **HHCA Beneficiary Association** (representing & serving interests of waitlist)

Describe Beneficiaries Served (type, location): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Register as **Both – Homestead Association & HHCA Beneficiary Association**

Describe Territory or Geographic Area & Beneficiaries Served Awaiting an Award (type, location):  
Pana'ewa, County of Hawai'i, State of Hawai'i  
\_\_\_\_\_  
\_\_\_\_\_

---

**II. About Association**

Name of Association: Keukaha Pana'ewa Farmers Association Year Founded: 1972

Association Address: P.O. Box 6844, Hilo HI 96720

Phone: 808.280.0083 Email: maile@luuwailaw.com Website: https://kp-farmers.weebly.com

Name of Chairman or President: Maile Lu'uwai # of Governing Board Members: \_\_\_\_\_

Service Area By Island: Hawai'i Island Service Area by Homestead Area: Pana'ewa Agricultural Lots

---

**III. About Governance & Mission of Association**

Is this Association Beneficiary-Controlled?  Y  N

*Check all that apply*

- The Enrolled Voting Members of the Association are HHCA Beneficiaries and/or HHCA Successors

- The Enrolled Voting Members of the Association Elect the Governing Board

- Individuals that are Not HHCA Beneficiaries or HHCA Successors May be Non-Voting Members

- Other (Describe): \_\_\_\_\_

State the Mission of the Homestead or Beneficiary Association: \_\_\_\_\_

To support, motivate and educate Keaukaha Pana'ewa agricultural lessees to establish a viable, sustainable farm community; preserve Hawaiian culture; achieve self-sufficiency; and strengthen pono management and respect for the 'aina.

Does this mission "represent and serve the interests of its homestead community or HHCA beneficiaries"?  Y  N

List Ways that the Association Represents and Serves the Interests of its Homestead Community or HHCA Beneficiaries

Check all that apply

- Association Meets Regularly and is Open to All Members
- Association Conducts Business Meetings on the Needs of Homestead Community & Beneficiaries
- Association Operates Programs or Services within the Homestead Community or for Beneficiaries
- Other (Describe): \_\_\_\_\_
- Other (Describe): \_\_\_\_\_

**IV. Governing Documents**

Attach a Copy of Governing Documents (articles, bylaws, constitution, or other governing documents).

**V. Certification**

**For Homestead Associations.** We, the Governing Board of the Association Applying for Registration with the Department of Interior, hereby certify we are the governing body for the Association listed, and further certify that the Association is controlled by HHCA beneficiaries; represents and serves the interests of its homestead community; and has as a stated primary purpose the representation and provision of services to, its homestead community.

**For HHCA Beneficiary Associations.** We, the Governing Board of the Association applying for registration with the Department of Interior, hereby certify we are the governing body for the Association listed, and further certify that the Association is controlled by HHCA beneficiaries that submitted a land award application to DHHL for a homestead and are awaiting assignment; represents and serves the interests of those beneficiaries; and has as a stated primary purpose the representation and provision of services to those beneficiaries.

To Be Signed by ALL Current Governing Board of Directors on the first of March, 20 21

NAME: Keaukaha Pana'ewa Farmers Association

[Signature] Maile Lu'uwai, President  
Signature - Printed Name & Title

[Signature] Howard Pea, Vice-President  
Signature - Printed Name & Title

[Signature] Elizabeth Masaoka, Secretary  
Signature - Printed Name & Title

[Signature] Lacey Akau, Treasurer  
Signature - Printed Name & Title

[Signature] Germaine Taaati, Director  
Signature - Printed Name & Title

[Signature] Kihei Ahuna, Director  
Signature - Printed Name & Title

[Signature] La Verne Lucero, Director  
Signature - Printed Name & Title

[Signature] Lucianne Pukahi, Director  
Signature - Printed Name & Title

[Signature]  
Signature - Printed Name & Title

[Signature] U'ilani Naipo, Director  
Signature - Printed Name & Title

[Signature] Lori Pua, Director  
Signature - Printed Name & Title

[Signature] Sherilynn Acob, Director  
Signature - Printed Name & Title

Completed applications and attachments should be mailed to  
U.S. Department of Interior, Office of Native Hawaiian Relations, 1849 C Street NW. MS 3561, Washington DC 20240.



HUI MAHI'AI O KEAUKAHA A ME PANAEWA  
O KA 'ĀINA HO'OPULAPULA

The Keaukaha Pana'ewa Farmers Association  
Hilo, Hawaii

BY-LAWS

ARTICLE I: NAME

The name of this Association shall be Hui Mahi'ai o Keaukaha A Me Pana'ewa O Ka 'Āina Ho'opulapula, the Keaukaha Pana'ewa Farmers Association, hereinafter referred to as KPFA.

ARTICLE II: LOCATION

The location of the principal office of the Association shall be in Hilo, County and State of Hawai'i.

ARTICLE III. MISSION STATEMENT

"To support, motivate and educate Keaukaha Pana'ewa agricultural lessees to establish a viable, sustainable farm community; preserve Hawaiian culture; achieve self-sufficiency; and strengthen pono management and respect for the 'aina."

ARTICLE IV: PURPOSE

The Association is organized and shall be operated to encourage, promote and support all agricultural activities pertinent to the Pana'ewa farm lot homestead lessees and their families, and all other Hawaiians on the waiting list for Pana'ewa agricultural homestead leases. More specifically, the purposes of the Association include:

**Section 1.** To promote, encourage and educate (KPFA) Pana'ewa Hawaiian agricultural homesteaders, families and community through initiatives and use of resources for self-sufficiency consistent with the native Hawaiian principals, sound conservation and management of resources.

**Section 2.** To promote, encourage and support the advancement, rehabilitation, and self-sufficiency of KPFA lessees including the impoverished, the distressed, the disadvantaged or the under privileged, through research, education, training, counseling and other appropriate methods, within culturally relevant contexts.

**Section 3.** To promote, encourage, and support socio-economic opportunities for the KPFA homestead community while perpetuating Hawaiian culture through various expressions of cultural celebrations and lifestyle.

**Section 4.** To develop an agricultural plan for the KPFA agricultural homestead community, which will promote self-sufficiency. The plan will include farming strategies which shall promote individual and community vision for agricultural development.

**Section 5.** To protect the integrity of our Hawaiian culture where self-sufficiency, independence and respect are core values.

**Section 6.** Shall express itself and be involved in principles and public issues having bearing on its objectives, following the guidelines established by the Board of Directors.

## ARTICLE V: MEMBERSHIP

**Section 1. Qualifications.** Membership shall be limited to lessees of the Pana'ewa Farm Lots; all adults aged eighteen (18) years or older who reside at the lessee's site; applicants; and successors.

**A.** Active Member: Any lease holder in the Pana'ewa agricultural Department of Hawaiian Homelands homestead community.

**B.** Associate Member: Any person who supports the principles, ideals, and purposes of the organization and who has been accepted as an associate member by a majority vote of the Board of Directors.

**Section 2. Rights of Members Voting.** There shall be two (2) classes of members, namely: (1) active and (2) associate. Associate members will share the privileges and may participate in the activities as allowed under the By-laws of KPFA. Only active members can vote.

**Section 3. Nomination.** A Nominating Committee appointed by the President is to submit a slate of candidates of officers and directors to the Board of Directors for confirmation no later than the first week in November. Further nominations shall be made from the floor at the annual election of the association. All officers and directors shall be elected by the general membership at the last general of the calendar year meeting by a majority vote.

**Section 4. Powers.** The membership of record as of the annual meeting date shall elect directors of the Association at the annual meeting. Only active members are eligible to vote.

**Section 9. Proxy Rights.** A proxy is admissible when a member is not able to be present at a meeting. Justifiable emergencies as defined in By-Laws (Article 11 Section 1 subsection D) will qualify said member to designate another member in good standing to act in his/her behalf, acknowledged by signed instrument naming representative.

## ARTICLE VI: MEETINGS OF MEMBERS

**Section 1. Annual Meeting.** The annual meeting of the members of the Association shall be held at the last general meeting of the calendar/fiscal year at a date, time and place designated by the Board of Directors of the Association. The fiscal year is from January 1 to December 31. If for any reason the annual meeting is not held as here-in-above provided, it may be held on any subsequent day, time and place as determined by the Board of Directors, providing that it be within thirty (30) days of the date of the meeting originally set. At the annual meeting, members of record as of the date of the annual meeting, shall elect the directors of the Association to serve for the following year; discuss plans for the following year; and act upon such other general business as may properly come before the meeting.

**Section 2. Notice of Annual Meeting.** Thirty (30) days' notice of the date, time, place and purpose or purposes of the annual meeting shall be by public notice or posting at the East Hawaii Department of Hawaiian Home Lands regional office or other location as determined by the BOD.

**Section 3. Regular Meetings.** There shall be two (2) general membership meetings each year, which includes the Annual Meeting. Date, time and place shall be determined by the Board of Directors, unless otherwise ordered by the association or BOD. Notice of regular meetings shall be given members via public notice, posting or other method approved by the BOD.

**Section 4. Special Meetings.** Special meetings of the members may be called at any time by the president or a majority of the Board of Directors by request. The business to be transacted at the special meeting shall be limited to that mentioned in the meeting notice.

**Section 5. Notice of Special Meetings.** Reasonable notice of Special Meetings will be given members not more than ten (10) days of the meeting.

**Section 6. Quorum and Vote.** At least ten (10) active members in good standing shall constitute a quorum for the transaction of all business of the membership.

**Section 7. Parliamentary Rules.** The rules contained in Robert Rules of Order, Newly Revised, and Parliamentary Procedure, shall govern the conduct of meetings of the membership except when inconsistent with laws or these By-laws.

## ARTICLE VII: BOARD OF DIRECTORS

**Section 1. Composition.** The Board of Directors shall be composed of the President, Vice President, Secretary, Treasurer, and not less than three (3) nor more than fifteen (15) general members of the Association.

**Section 2. Duties.** The officers shall perform duties as prescribed by these by-laws and such additional duties as are customary to the offices held and as the Board shall from time to time determine within the authorized scope of law and these By-laws.

- A. President.** The President shall be the official representative for KPF A. The President shall preside at all meetings of the association, appoint all committees, general or standing and special committees as necessary, and shall be an ex-officio member of all committees. The President shall perform all other just duties pertaining to his or her office as required of him or her as provided by the By-laws.
- B. Vice President.** The Vice-President shall act for and in the place of the President during his or her absence or disability.
- C. Secretary.** The Secretary shall record all actions taken in all meetings of the Association or board of directors at regular or special meetings, handle or write all correspondence, issue notices to members, have all other duties as may be directed by the association or the Board of Directors and keep all records in good order and place them in files at all times, including the minutes.
- D. Treasurer.** The Treasurer shall perform the following duties:
  1. Attend all meetings of the Association and the Board of Directors and all other meetings called for by the President;
  2. Collect money or monies in the name of KPFA;
  3. Issue receipts for all monies collected, and deposit same in a bank, credit union, or savings & loan association within a week upon receipt of monies;
  4. Issue all warrants countersigned by the President or Vice President for the payment of all bills or expenses, claim or claims or otherwise approved by the Board of Directors; at least two of the three authorized signatures is required to make valid a payable instrument;
  5. Make the annual report at the end of each year, stating the condition of the Treasury;

6. Keep a record of all dues collected or from other sources not mentioned or from any other money making process for the benefit of the Association.

**E. Absence.** In the absence of the President, the Vice-President, then the Secretary, then the Treasurer shall perform the duties of the President.

**Section 3. Terms of Office.** All officers and members of the Board shall serve for a term of four (4) calendar years.

**Section 4. Qualifications.** All officers and members of the Board are required to be active members in good standing. Refer to Article IV, Section I.

**Section 5. Turning Over of Records.** All retiring officers must turn over all papers, and properties of the Association entrusted to them, to their successors in office at the first meeting after the election.

**Section 6. Quorum and vote.** There shall be no less than seven (7) directors in good standing, including officers, to constitute a quorum for the transaction of business. At any Board meeting, a quorum of the Board must be present in person before business of the Board may be transacted, and an affirmative vote of not less than the majority of the Board members present shall be necessary for valid action by the Board. Each Director shall have one (1) vote.

**Section 7. Meetings.**

A. The Board of Directors shall meet at least ten (10) times a calendar year.

B. Special Meetings of the Board of Directors shall be called at any time by the President or by a majority of the BOD.

**Section 8. Termination and Resignation.** Termination of a director will be for just cause at discretion of the Board of Directors at a special meeting. Resignations shall be in writing. Any appointee for vacated position will be determined by the Board of Directors if deemed necessary.

## ARTICLE VIII: CONFLICT OF INTEREST POLICY

**Purpose.** This conflict of interest policy is designed to foster public confidence in the integrity of KPFA and to protect the Organization's interest when it is contemplating entering a transaction that might benefit the private interest of an 'insider'; a director, employee or subcontractor.

**Section 1. Definitions.** The following are considered *insiders* for the purposes of this policy:

A. Each member of the Board of Directors or other governing body.

B. The president, chief executive officer, chief operating officer, treasurer and chief financial officer, executive director, or any person with the responsibilities of any of these positions.

C. Employee, meaning anyone who is compensated by KPFA for services performed on behalf of KPFA.

D. Subcontractor, meaning anyone who is contracted by KPFA for services performed on behalf of KPFA.

*Interest* means any commitment, investment, relationship, obligation, or involvement, financial or otherwise, direct or indirect, that may influence a person's judgment, including receipt of compensation from the Organization, a sale, loan, or exchange transaction with the Organization.

A *conflict of interest* is present when, in the judgment of the Board of Directors, an insider's stake in the transaction is such that it reduces the likelihood that an insider's influence can be exercised impartially in the best interests of the Organization.

*Transaction* means any transaction, agreement, or arrangement between an insider and the Organization, or between the Organization and any third party where an insider has an interest in the transaction or any party to it.

## **Section 2. Procedures**

- A. **Duty to Disclose:** Each insider shall disclose to the Board all material facts regarding his or her interest in the transaction, promptly upon learning of the proposed transaction.
- B. **Determining Whether a Conflict of Interest Exists:** With regard to an insider, the Board shall determine if a conflict of interest exists. The insider(s) and any other interested person(s) involved with the transaction shall not be present during the Board's discussion or determination of whether a conflict of interest exists, except as provided below.
- C. **Procedures for Addressing a Conflict of Interest:** The Board shall follow the procedures set forth in Article IV in order to decide what measures are needed to protect the Organization's interests in light of the nature and seriousness of the conflict, to decide whether to enter into the transaction and, if so, to ensure that the terms of the transaction are appropriate.

**Section 3. Review by the Board.** The Board may ask questions of and receive presentation(s) from the insider(s) and any other interested person(s), but shall deliberate and vote on the transaction in their absence. The Board shall ascertain that all material facts regarding the transaction and the insider's conflict of interest have been disclosed to the Board and shall compile appropriate data, such as comparability studies, to determine fair market value for the transaction.

After exercising due diligence, which may include investigating alternatives that present no conflict, the Board shall determine whether the transaction is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable to the Organization; the majority of disinterested members of the Board then in office may approve the transaction.

**Section 4. Records of Proceedings.** The minutes of any meeting of the Board pursuant to this policy shall contain the name of each insider who disclosed or was otherwise determined to have an interest in a transaction; the nature of the interest and whether it was determined to constitute a conflict of interest; any alternative transactions considered; the members of the Board who were present during the deliberations on the transaction, those who voted on it, and to what extent interested persons were excluded from the deliberations; any comparability data or other

information obtained and relied upon by the Board and how the information was obtained; and the result of the vote, including, if applicable, the terms of the transaction that was approved and the date it was approved.

**Section 5. Disclosure.** Each director, each corporate officer, the top management official, the top financial official, and each key employee of the Organization, shall disclose any financial interests and family relationships that could give rise to conflicts of interest.

**Section 6. Violations.** If the Board has reasonable cause to believe that an insider of the Organization has failed to disclose actual or possible conflicts of interest, including those arising from a transaction with a related interested person, it shall inform such insider of the basis for this belief and afford the insider an opportunity to explain the alleged failure to disclose. If, after hearing the insider's response and making further investigation as warranted by the circumstances, the Board determines that the insider has failed to disclose an actual or possible conflict of interest, the Board shall take appropriate disciplinary and corrective action.

**Section 7: Annual Reviews.** The Board shall authorize and oversee an annual review of the administration of this conflict of interest policy.

## ARTICLE IX: STANDING AND AD HOC COMMITTEES

### Section 1. Standing Committees

- A. Executive Committee
- B. Planning Committee
- C. Finance Committee
- D. Agriculture Committee

**Section 2. Ad Hoc Committees.** From time to time an ad hoc committee will be established for a specific purpose or project. This committee(s) shall cease to exist when the specific purpose of project has been carried out.

## ARTICLE X: FUNCTION OF COMMITTEES

**Section 1. Executive Committee.** The Executive Committee is commissioned by and responsible to the Board to function on behalf of the Board in interim periods between regularly scheduled Board meetings and in matters of emergency. All actions taken by the Executive Committee on behalf of the Board are to be ratified by the Board at its first subsequent meeting.

**Section 2. Planning Committee.** The Planning Committee shall coordinate and research the Association's short and long range plans pertaining to agricultural activities, and the development of an agricultural plan for KPFA.

**Section 3. Finance Committee.** The Finance Committee is responsible for maintaining the financial integrity of the Association. The Treasurer shall be the Finance Committee Chairperson.

**Section 4. AG Committee.** The AG Committee shall coordinate training, marketing and production opportunities for KPFA.



**Section 5. Committee Reports.** Each Committee shall provide an oral report at monthly board meetings. A written report shall be provided at general membership meetings.

#### ARTICLE XI: FUNDS

All funds are designated paid into the general funds shall be kept as:

**Section 1. (Current) Unrestricted Fund.** This contains no restricted assets, and the Board can use the fund as it chooses to carry out the purposes for which the organization exists.

**Section 2. (Current) Restricted Fund.** This fund accounts for monies given to an organization to be spent as part of the normal activities for certain specific purposes.

#### ARTICLE XII: CORPORATE PROPERTY

All property, real, personal or mixed, legal or equitable, acquired by this association by grant, purchase, gift, bequest or devise, shall be its corporate property.

#### ARTICLE XIII: FISCAL YEAR

The Fiscal Year for the Association shall begin the first (1st) day of January and continue to the thirty-first (31st) day of December of the same year.

#### ARTICLE XIV: DEFINITIONS

**Section 1. Terms & Definitions.** The following terms are defined to ensure clarity of interpretation:

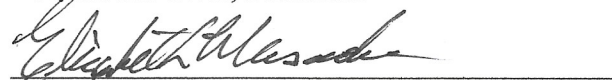
- A. Member in good standing: refers to a member who is an active member and fully supports the Association By-Laws.
- B. Farmers Market: refers to a market place where homestead farmers participate as vendors and sellers of fresh grown produce (e.g. fruits and vegetables), and other items produced by the farmer.
- C. Keaukaha Pana'ewa Farmers: pertains to Hawaiian homestead lessees and family members actively participating in agricultural development of their respective agricultural lots or seeking to develop their farm lots for agricultural purposes.
- D. Justifiable emergencies: pertains to a condition resulting either by illness or severe family-related occurrences, which prevents member from attending meeting.

#### ARTICLE XV: AMENDMENTS


These By-Laws may be amended by a two-thirds (2/3) vote of the members present at any regular or special meeting called for such action, provided that such amendment is not inconsistent with the Bylaws and further provided that notice of such proposed amendment shall have been sent to each member at least ten (10) days before the meeting.

Approved by the Keaukaha Pana'ewa Farmers Association Board of Directors and Members at a general membership meeting held this 20th day of October 2018.

  
Maile Lu'uwai, President

  
Elizabeth Masaoka, Secretary

  
Howard Pea, Vice-President

  
Lacey Akau, Treasurer