

## HFC Committee

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**From:** faith@planetserver.com  
**Sent:** Thursday, November 19, 2020 3:16 PM  
**To:** HFC Committee  
**Subject:** HFC Committee 11/19/20 Testimony - Faith Chase  
**Attachments:** HFC 11-19-20 Testimony - Faith Chase.pdf; Exhibit 14 Courtesy Ltr MM.pdf

Note: Attached document titled, HFC 11-19-20 Testimony - Faith Chase, is a duplicate of this email message below. The additional document is correspondence that correlates with concerns expressed today on Item HFC-78.

I have dropped isolated comments into eComment, this submission has related correspondence attached titled, Exhibit 14 Courtesy Ltr. MM.pdf

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Faith Chase

faith@planetserver.com

November 19, 2020

Healthy Families & Communities Committee

RE: HFC-61; HFC-70; HFC-81; HFC-78;

Aloha Chair Hokama & Committee Members,

I not certain how many more meetings you have before your term ends Councilmember Hokama but I'd like to say that I appreciate the piercing points you have made and the hard questions you have pressed forward during the time I have been attentive to the work of the Maui Council. I've had to go look things up after you speak several times, it often feels like a 400 level college course. So Thank you for your time on the council.

With **regards HFC-61, I support** the premise and efforts of this group. I heard the requests of the club in previous meetings and I would just encourage the lead of the Kaupakalua Roping Club to make genuine outreach to the larger community. I recall hearing some testimonies that were asking for more inclusion. I look forward to hearing reports of success moving forward.

First of all, I want my council members to whole heartedly know that I understand that the communication between the Mayors office and your body is not an easy one and I want to believe we will prevail positively through our covid related needs.

I am **pleased to see HFC-70 on COVID Testing and Tracing** in Maui County, I believe its important that this item is continually added to agendas, it's a concern that I hope will continue to be added as an active item into 2021. There is much to continue to discuss and be concerned here.

With regards to **item HFC-81, I am in favor of a Rapid Response Covid-19 Task Force** and will be following progress of this. While it hardly feels a "rapid response" at this point, I will look to see the bodies who will compose this body and if possible out my name forward as well.

On **item HFC-78 YMCA**, I unfortunately need to weigh in on some failures of the organization and how it relates to their lease renewal. **I am not giving opposition but I must inform the greater public of current status fulfilling lease requirements.**

In section B of the YMCA lease specifies that:

Lessee shall use the Premises solely for the purpose of housing its administrative offices, space to conduct educational and hysical activity programs, including a gym and swimming pool, **and farm space used primarily to farm and to conduct a youth farming camp.** The use of the Premises for any other purpose shall require the prior written approval of Lessor, through its Director of the Department of Parks and Recreation ("Director").

I have the unfortunate duty today to share information that sheds unfavorable light on the due diligence of the Young Mens Christian Association (YMCA) organization on Maui. Firstly, no such youth farming camp has been actively operating either in the Central Maui locale nor at the rural Camp Keanae.

There are litigious concerns surrounding the 20 year failure of the Camp Keanae director Andy Justus. I have made requests, inquiry and taken direct action to address the issues by repeatedly expressing my concerns to the Director myself, to no avail. I in turn began communication with the CEO of the Maui YMCA Mike Morris to help in resolution to root issues and needs of the host Hawaiian community of East Maui. While we have been able to maintain politeness and decorum in our communication he has been advised by his lawyers to speak little to the issues at hand.

I need to impress that I value the work of the YMCA as a whole and I strongly align with the national president of the YMCA organization wherein Kevin Washington adamantly supports the needs of minorities and those in need especially in this sensitive time of covid alarm.

To give quick examples of the activities that have been operating in lieu of the agriculture and farming famous Camp Keanae are drum circles and raves that encourage psychedelics and no offense to the African dance camps, the local kids have had fun peering into that camp activity, but overall the direction of the camp has failed the needs of community. Including that lineal descendant family reunions are too expensive to host at this rural regional locale Camp Keanae.

Specifically, I would like to request that my council members question the farming instruction uses of facilities outlined in their lease. And while the Camp Keane lease is with DLNR and is separate from the one being addressed today, I believe the farm camp lease language inclusion was perhaps a way to include the farming educational operations at the rural camp, which have been inactive for over 25 years.

In addition, I hope by vocalizing my concerns it will get the attention of the Board of YMCA to thoroughly listen to the needs of East Maui and the way in which they may better serve this community.

Thank you for your time and attention today.

Sincerely,

*Faith Chase*

Attached: Recent correspondence detailing recent failures to the YMCA Camp Keanae

Faith Chase  
[faith@planetserver.com](mailto:faith@planetserver.com)

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*Faith Chase*

Attached: Recent correspondence detailing recent failures to the YMCA Camp Keanae

Faith Chase

[faith@planetserver.com](mailto:faith@planetserver.com)

October 30, 2020

Aloha Mike Morris,

An extremely unfortunate decision was made at Camp Keanae on Tuesday, October 20<sup>th</sup>. Inappropriate placeholders, that were left in the wake of your East Maui Camp Keanae director Andy Justus were favored over region lineal descendants that were in need of safe refuge during a pandemic. You were made aware of this grave need beforehand, asking the prerequisite that all other shelters, service centers, etc. were at capacity. Ultimately, upon arrival you asked them to leave and have recently learned that their personal belongings were removed via the Police Department. I appreciate you taking my call to discuss my concerns about this. To reiterate our conversation, I am intimately aware of the negligence of the property and the failure of fiduciary responsibility on behalf of YMCA Maui. I was the individual who requested the audit.

The way in which money exchanged hands and the collection of reservation monies at this rural affiliated facility has been egregious. I have read your dated email reply to the matter of Maui YMCA wherein you state that you were making improvements to the Camp Keanae reservations system. I am further aware that the changes that were put in place were minimal in scope as I purposefully made reservations, physically arrived, stayed and have recorded experience of camp contract dismissal and financial exchange failure.

I have been polite in the data mining of Camp Keanae business. When I made inquiry to the YMCA Board of Directors to convey seriousness, I was professional and in no way insulted the other areas of good work the YMCA and the subsequent work the Board may have conducted elsewhere.

I have been to the property tax office and reviewed the improvements or rather, the lack thereof. It is dissatisfying to learn that much work has been done on the caretakers house vs. the other severe camp facility needs and the assessment figures are severely incorrect. I have shared my findings over the course of two years with the greater camp workforce and community. Many concerned community members and myself are very aware of the long history of failed responsibility by your salaried caretaker Andy Justus.

I have recorded in-person events, lengthy email archives and phone records with Ms. Justus that exhibit the unfortunate reality of her inability to manage the Keanae YMCA properly. I have exhausted every administrative process of trying to make corrective suggestions to no avail. As I stated before, while I see benefits of the work YMCA does to helping people and communities learn in other areas, you have failed here.

In regards to my recent call, it was specific to advise you to proceed prepared so as to not implicate yourself and your board further. As I shared with you to share with your lawyer, Maui County has an official statement derived from the Mayor's office from the Chief of Police (MT #8400) that clearly states:

*When called upon for assistance, officers will respond to investigate the situation to include determining the rightful owner of the property; however, if the landowner is not able to be determined while officers on scene, Maui Police Department does not have the legal authority to order any individual to vacate the premises.*

I have come to also learn that you, Mike Morris, and Andy Justus personally received a legal Notice of Cease and Desist by the rightful heirs who have Lawful Land Title in June of 2019 where it clearly states:

*You are hereby NOTIFIED that your tenancy of the property indicated is terminated, effective at the end of a ten (10) day period after service on you of this notice. The purpose of this notice is to terminate your tenancy of the indicated premises. If you fail to quit and deliver possession, legal proceeding will be instituted against you to obtain possession of these internationally protected properties under Kamehameha III Ratified Treaty and such proceedings will result in a judgement against you according to 18 US Code §956, §957, §1091, §2441 and US Article 6 §2 which could include costs, attorney fees and other necessary disbursements. Liability through USC 42 §1983 for Violations of USC 5 §3331, USC 18 §956, §957, §1623, §1651, §1652, §1653, §1660, §1661, §1654, §1091, §2441, and U.S. Constitution Article 6 §2 under 28 U.S. CODE §1331.*

With that being understood, the decision to remove lineal heir Hawaiians and their personal property from the area known as, Camp Keanae, was unwarranted and illegal. At the closing of our phone conversation you expressed that you will “do your best to work with the legal issues and get this resolved”. As this area does not fall under the jurisdiction that you once believed, you should do as you promised, do your best, and further, perhaps follow the premise of the Young Men Christian Association (YMCA), and 'help people and communities grow during times of profound social change.'

It is with strong recommendation that you work to remove those, in which you agreed were, inappropriate placeholders, aka squatters, whom Andy Justus afforded to stay in the caretakers house upon her departure. This may help the YMCA to avoid further accomplice to the growing illegalities. You are obliged to protect your board from personal liability. It would behoove you to drop any charges you may have against the very people you ought to be protecting and supporting.

On the heels of your lease expiring, failure to uphold fiduciary responsibility, negligent management of your selected hire, and failure to serve the heirs and community needs of their inherited ‘aina (land), you are advised to correct your recent wrongs. Your decisions to date are quite contrary to that of your responsive YMCA President. I look forward to you understanding that this is correspondence is continued courtesy on my behalf and by Monday November 2, 2020, all charges made to Maui Police Department in the matter be reversed, personal items are returned, apologies are made and you correct course for your organization.

Seriously,

*Faith Chase*