

**STORM WATER POLLUTION CONTROL PLAN  
HONOLULU INTERNATIONAL AIRPORT  
NPDES PERMIT No. HI S000005**

**T-HANGARS AND TIE DOWNS  
SOUTH RAMP  
HONOLULU, HAWAII 96819**



Prepared For:  
**DEPARTMENT OF TRANSPORTATION, AIRPORTS DIVISION**  
Honolulu International Airport  
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October 2008

T-Hangar and Tie Downs Storm Water Pollution Control Plan  
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ETC Project No. 07-2019 DO 3

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## LIST OF ACRONYMS

AOA	Airport Operations Area
ARFF	Airport Rescue Fire Fighting
AFFF	Aqueous Fire Fighting Foam
AST	Aboveground Storage Tank
BMP	Best Management Practice
CFR	Code of Federal Regulations
CWA	Clean Water Act
CWB	Department of Health, Clean Water Branch
DOH	State of Hawaii, Department of Health
DOTA	State of Hawaii, Department of Transportation, Airports Division
EC	Emergency Coordinator
EHS	Environmental Health Specialist
EID	Environmental Identification Number
FAA	Federal Aviation Administration
HAR	Hawaii Administrative Rules
HEER	Hazard Evaluation and Emergency Response
HNL	Honolulu International Airport
HRS	Hawaii Revised Statutes
IWDP	Industrial Wastewater Discharge Permit
MS4	Municipal Separate Storm Sewer System
MSDS	Materials Safety Data Sheet
NGPC	Notice of General Permit Coverage
NOI	Notice of Intent
NPDES	National Pollutant Discharge Elimination System
OWS	Oil Water Separator
PMID	Property Management Identification Number
POTW	Publicly Owned Treatment Works
PPE	Personal Protective Equipment
SWMPP	Storm Water Management Program Plan
SWPCP	Storm Water Pollution Control Plan
TMK	Tax Map Key
UST	Underground Storage Tank

## **1.0 INTRODUCTION**

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Federal regulations administered by the State of Hawaii, Department of Health (DOH) through State of Hawaii, Department of Transportation, Airports Division (DOTA) National Pollutant Discharge Elimination System (NPDES) Individual Permit No. HI S000005 require that facilities which engage in industrial activity as defined in 40CFR§§ 122.26 (b)(14)(i) through 122.26 (b)(14)(ix) and 122.26 (b)(14)(xi) receive a Storm Water Pollution Control Plan (SWPCP) for storm water associated with industrial activities. T-Hangars and Tie Downs located in Honolulu International Airport (HNL), Oahu, Hawaii is classified as an industrial facility and therefore DOTA is required to provide a SWPCP to the facility. The purpose of the regulations is to protect water quality by reducing the amount of pollutants in storm water runoff caused by covered industrial activities.

### **1.1 SWPCP Implementation**

DOTA's NPDES Individual Permit No. HI S000005 states that DOTA will implement and enforce the SWPCP for the T-Hangars and Tie Downs to minimize the discharge of pollutants in storm water runoff. The storm water management controls of this plan will become a procedure for the T-Hangars and Tie Downs and an up-to-date copy of the SWPCP shall be maintained by each individual lessee. T-Hangar and Tie Down management, staff, and maintenance personnel will be aware and follow the SWPCP. Inspection and enforcement of the permit conditions and SWPCP are the responsibility of DOTA Environmental Health Specialists (EHS).

### **1.2 Updating the SWPCP**

The permittees of the T-Hangars and Tie Downs will notify DOTA to modify the plan when major changes to the facility are made that may change the potential for discharge of pollutants in storm water runoff. In the event the plan is modified, a copy of the updated SWPCP will be provided to the individual permittee.

## **2.0 SITE DESCRIPTION**

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The T-Hangar and Tie Down site is located at the Honolulu International Airport (HNL), along Palekona Street and Lagoon Drive, in southern Oahu, henceforth referenced as the Subject Property, and covers an area of approximately 1,250,000 square feet (Figure 1). The Subject Property is located at HNL Property Map Identification Numbers (PMIDs) HNL.420.420.01.05 through HNL.420.420.01.30, HNL.421.421.01.05 through HNL.421.421.01.40, HNL.422.422.01.05 through HNL.422.422.01.24, HNL.423.423.01.01 through HNL.423.423.01.89M, and HNL.011.011.01.01 through HNL.011.011.01.07. The tax map key (TMK) for the Subject Property is 1-1-076 parcels: 20, 21, and 22 and 1-1-003 parcels: 1, 2, 3, 5, and 7. The permittees of the T-Hangars and Tie Down sites are listed in Appendix A. The land surrounding the Subject Property is utilized as runways and taxiways. The majority of the property is impervious, consisting of either asphalt pavement, concrete pavement, or the roof surfaces of the buildings.

There are eighty-four (84) T-Hangars and one hundred thirty-three (133) Tie Down spaces at the Subject Property (Figure 2- Site Map). In addition, there are two parking lots, one at the end of Lagoon Drive and one at the end of Palekona Street as well as various taxiways for transporting aircraft to fueling areas and runways. The entire property is fenced and an airport identification badge and code are required to gain entry in order to minimize unauthorized access. Several of the T-Hangar tenants maintain drums of engine oil and solvents inside their hangar bays. Additionally, DOTA maintains thirty (30) used oil drums placed within five separate secondary containment stations around the T-Hangars for the tenants to utilize. A 10,000-gallon aviation gas (avgas) AST (EID 09377) is located near the southern access gate, adjacent to Lagoon Drive at PMID HNL.011.011.01.01. The AST is owned by Randy Douglas and tenants can purchase the avgas through an automated credit card system. A wash pad has been constructed on the southern portion of the Subject Property at PMID HNL.011.011.01.05 and drains through a 500-gallon, concrete, oil/water separator (EID 04773) to an evaporation pond on the other side of Lagoon Drive.

### **2.1 Drainage System Description**

There are numerous storm drains present on the Subject Property which connect to the DOTA drainage system. Drains along the western and northern areas of the Subject Property flow into the Ahua Pond, which is classified as Class A Marine Water. The remaining drains carry storm water into Keehi Lagoon, which is classified as a Class A Embayment Marine Water. Figure 3 outlines the drainage system at the Subject Property in the Runoff Flow Chart.

## **2.2 Site Activities**

The Subject Property is used as a storage and maintenance area for small aircraft. Maintenance activities include engine repair and battery replacement, which are completed while inside the hangar bay area. Activities such as welding and spray painting may be allowed to occur with written permission from the Airport Duty Manager. All hazardous materials such as aviation gas (avgas), lubricants, and solvents are required to be stored in secondary containment. Drip pans are also required to be placed under leaking equipment and any drips or spills are immediately cleaned up. The avgas AST (EID 09377) is built with double walls which act as secondary containment and is surrounded by concrete pipe bollards to prevent being struck by vehicles or aircraft. All aircraft and equipment washing takes place on the wash pad, which allows possible pollutants to be contained in the OWS (EID 04773). Washing and maintenance of personal vehicles is prohibited at the Subject Property.

## **2.3 Groundwater and Climate Conditions**

The climate in this area of southern Oahu near the Subject Property is marked by seasonal variation in rainfall and small variations in temperature. The average annual rainfall reported by the U.S. Department of Agriculture is between 20 inches and 35 inches, most of which occurs between November and April.

According to Mink and Lau's 1990 publication "Aquifer Identification and Classification for Oahu: Groundwater Protection Strategy for Hawaii," the Subject Property is located above an upper and lower aquifer within the Moanalua Aquifer System, which is part of the Honolulu Aquifer Sector. The upper aquifer is a basal, unconfined, sedimentary aquifer, characterized as moderately saline with high vulnerability to contamination. This aquifer is neither used as a drinking water source nor considered ecologically important. The lower aquifer is a basal, confined aquifer in horizontally extensive lavas, characterized as an irreplaceable, currently used drinking water source with fresh salinity (less than 250 mg Cl<sup>-</sup> per liter of water) and a low vulnerability to contamination.

### 3.0 POTENTIAL POLLUTANTS AT FACILITY

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The table below lists some of the possible pollutants present at the facility by their source. The predominant activities of the Subject Property include the maintenance and storage of small aircraft. Significant spills are reported to DOTA Environmental Health Specialists (EHS) for containment and evaluation. There is one AST (EID 09377) located at the southern end of the Subject Property, PMID HNL.011.011.01.01. Aircraft and equipment are washed at the DOTA maintained wash pad located at PMID HNL.011.011.01.05.

**Table 1: List of Potential Pollutants by Source  
T-Hangars and Tie Downs  
Honolulu International Airport**

<b>POTENTIAL POLLUTANT</b>	<b>SOURCE(S)</b>
Aviation Gas	Storage Tank / OWS / Aircraft
Oils	Maintenance / Leaking Aircraft
Metals	Maintenance / Welding
Detergent, Solids	Aircraft Washing

## **4.0 NON-STORM WATER CONTROL**

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Individual T-Hangar and Tie Down tenants do not have permission from DOTA to discharge any non-storm water effluent into the storm drains of the MS4. DOTA maintains a wash pad located at PMID HNL.011.011.01.05 at the southern end of the Subject Property adjacent to Lagoon Drive within the AOA. The aircraft wash water from this wash pad is the only non-storm water source at the Subject Property and the following procedures will be used to prevent the wash water from entering State waters.

- Aircraft and equipment will be washed only in the wash pad area.
- Aircraft and equipment will be allowed to dry on the wash pad before being moved to the T-Hangar or Tie Down sites to the maximum extent practicable.
- The wash pad will be cleaned as necessary to remove detergent, oil, and dirt residue.

### **4.1 Pollutant Control**

Major maintenance repairs will be performed under cover whenever possible to prevent contact of potential pollutants with storm water. Outdoor maintenance will be limited to minor repairs and will not be conducted during storm events. Following outdoor maintenance, all materials will be removed and the area cleaned to remove any residual contaminants. Additionally, all hazardous materials are stored in secondary containment to prevent any spills or leaks from the containers from leaving the hangar bay area.

## **5.0 BEST MANAGEMENT PRACTICES**

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By using proper management techniques and practices, it is possible to improve control of the identified potential sources of pollutants and reduce the number of spills/releases to the storm water system. Best management practices (BMPs) and evaluation checklists are in Appendix B. The BMPs have been adapted from the City & County of Honolulu, Department of Environmental Services, “*Best Management Practices Manual for Construction Sites in Honolulu*,” May 1999. This Manual is not strictly specific to construction activities. It includes useful non-construction related BMPs such as material storage, material use, waste management, vehicle washing, fueling, and maintenance that apply to industrial facilities such as the T-Hangars and Tie Downs. Additional BMPs were adapted from the Honolulu International Airport, “*Storm Water Management Program Plan*,” May 2007.

### **5.1 Good Housekeeping**

Good housekeeping practices are developed to maintain a clean, safe and orderly working environment. A clean and orderly work area reduces the possibility of accidental spills caused by mishandling of equipment and should reduce safety hazards to personnel. The tenants of the T-Hangars and Tie Downs store and use various maintenance materials such as petroleum products and the implemented BMPs will reduce the potential for the contamination from those products to storm water by minimizing exposure of such materials to storm water. Additionally, a BMP has been developed to ensure that waste generated by the tenants is properly managed.

### **5.2 Preventative Practices**

Preventive practices are developed to reduce the occurrence of spillage and/or leakage from aircraft and equipment. Preventive maintenance involves examination of mechanical equipment and systems to uncover conditions that could cause equipment breakdowns, and correction of those conditions by adjustment, repair, or replacement of worn parts before the equipment or systems fail. The T-Hangars and Tie Downs have one wash rack with an OWS (EID 04773), which is cleaned and maintained by DOTA to ensure it will function properly. Additionally, the avgas AST (EID 09377) and dispenser are routinely inspected to prevent any accidental releases from those sources. BMPs concerning fueling and maintenance of vehicles and aircraft are designed to prevent or reduce the impact of contaminants on the storm water system.

### **5.3 Spill Containment and Remediation**

Small spills of oil (less than 25 gallons) which are capable of being cleaned up within 72 hours and do not threaten ground or surface waters will be cleaned up using absorbent materials or other acceptable practices, without disrupting facility operations. Frequent inspections of the facility will identify any small spills, and will be addressed immediately.

Any spill, leak or release of hazardous substances greater than their reportable quantity as defined in HAR Chapter 11-451-6, any spill, leak or release of petroleum products greater than 25 gallons (for petroleum products), any spill, leak or release of petroleum products less than 25 gallons that is not remedied or contained within 72 hours, or any sheen observed on surface waters must be reported to Ramp Control (Code 22 or 836-6670). Ramp control will inform the following agencies of the spill if necessary, including Hawaii Department of Health Hazard Evaluation and Emergency Response (HEER) office, National Response Center, and U.S. Coast

Guard. Spill containment and cleanup kits are placed throughout the facility. In the event of a large or uncontrolled release, Airport Emergency Services shall act as the Emergency Coordinator (EC).

**Table 2: Emergency Spill Contact Information  
T-Hangars and Tie Downs  
Honolulu International Airport**

Contact	Telephone Number
Airport Emergency Services	(808) 836-6670
Airport Duty Manager	(808) 836-6434
HNL Ramp Control	(808) 836-6465
State of Hawaii Department of Health, Hazard Evaluation and Emergency Response (HEER) Office (Oahu)	(808) 586-4249
U.S. Coast Guard Marine Safety Office (Oahu)	(808) 522-8260
Oahu Civil Defense	(808) 733-4300
National Response Center	(800) 424-8802
Clean Islands Council	(808) 536-5814
Department of Health Clean Water Branch	(808) 586-4309
DOTA Environmental Section	(808) 838-8002
DOTA Environmental Health Specialists	(808) 838-8002 (808) 838-8033 (808) 838-8064

## **6.0 STORM WATER MONITORING PLAN**

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The State of Hawaii, Department of Transportation, Airports Division (DOTA) conducts a Storm Water Monitoring Program as one component of the Honolulu International Airport's (HNL) Small Municipal Separate Storm Sewer System (Small MS4) Storm Water Management Program (SWMP). This Monitoring Program is required by the HNL Small MS4 Permit No. HI S000005 and procedures are located in the SWMP Section H, Part 3. The focus of this program is to monitor storm water and non-storm water runoff from the HNL Small MS4 including storm water discharges from Tenant-Owned industrial facilities which discharge to State Waters. There are no monitoring locations on the T-Hangar and Tie Down facility.

## **7.0 PROCEDURES FOR IMPLEMENTATION**

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Procedures for SWPCP implementation include the protocol for EHS inspections and completion of documentation.

### **7.1 Protocol for Airport Environmental Health Specialist Site Inspections**

DOTA EHS personnel will inspect the facility in accordance with the “NPDES Inspection and Enforcement Manual,” dated April 2007. The DOTA NPDES Individual Permit requires that facilities without a NPDES General Permit will be inspected annually. Inspections will consist of a review of the implementation of BMPs to assess potential impacts to receiving waters. Inspections will also assess potential sources of pollutants to the DOTA Small MS4 and require controls to prevent discharge to the DOTA Small MS4 (Appendix C).

### **7.2 Revisions to SWPCP**

Plan reviews shall be performed as necessary to assess the effectiveness of the BMPs and to implement appropriate revisions due to:

- Changes in materials used on-site;
- Changes in the maintenance procedures; and/or
- Changes in management practices.

Tenants must inform DOTA of the listed changes via the SWPCP Revision Form in Appendix D. Then, DOTA will be responsible for updating the SWPCP and providing a copy to the tenant. Revisions may also be made when DOTA inspections find that BMPs in the SWPCP do not achieve the general objectives of controlling pollutants in storm water discharges and/or the facility is found to be in violation of the NPDES permit conditions. All personnel at the facility will be informed of any changes made to the SWPCP, and will be trained on new or modified procedures, if necessary.

### **7.3 Documentation Procedures**

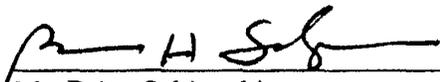
Tenants must inform DOTA of any spills, leaks, and other discharges, including hazardous substances in reportable quantities that occur at the Subject Property. DOTA must maintain the records of those releases.

DOTA must maintain records of all inspections performed at the site for five years. The inspector shall document all observations, particularly the effectiveness of site specific BMPs. Inspection of the records shall be completed annually to determine if BMPs are effective, and if not, what needs to be done to improve the storm water quality at the Subject Property.

**8.0 CERTIFICATION AND SIGNATURE**

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I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for false information, including the possibility of fine or imprisonment for knowing violations.



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Mr. Brian Sekiguchi  
Deputy Director - Airports  
State of Hawaii, Department of Transportation

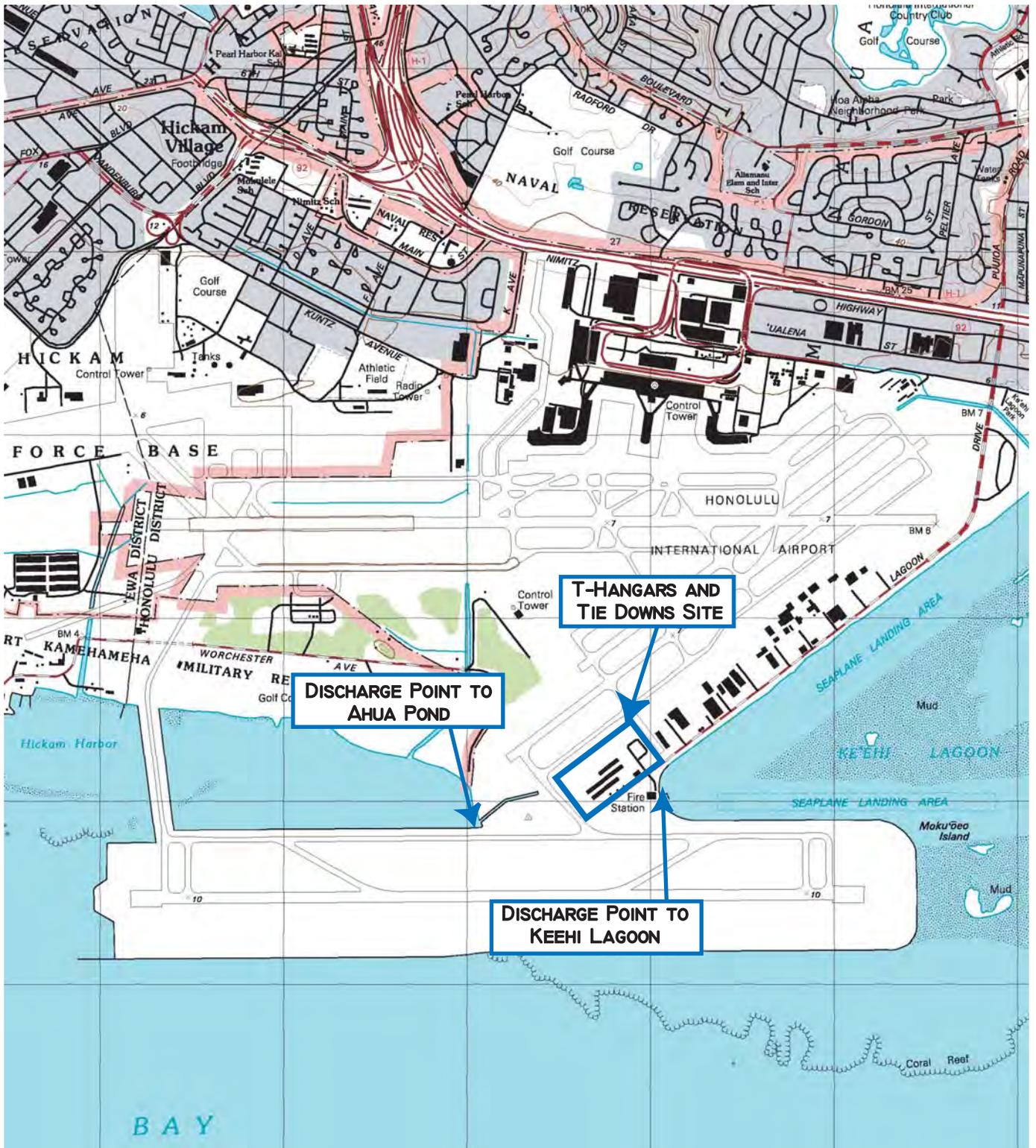
12/2/08  
Date

## REFERENCES

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- The City & County of Honolulu, Department of Environmental Services. May 1999. *Best Management Practices Manual for Construction Sites in Honolulu*.
- Mink, John F. and Stephen L. Lau. February 1990. Aquifer Identification and Classification for Oahu: Groundwater Protection Strategy for Hawaii.
- State of Hawaii, Department of Health. August 2004. *Hawaii Administrative Rules, Chapters 11- 54*.
- State of Hawaii, Department of Health. September 2002. Hawaii Administrative Rules, Chapters 11- 55 Appendix B.
- State of Hawaii, Department of Transportation, Airports Division. May 2007. Honolulu International Airport, Small Municipal Separate Storm Sewer System, Storm Water Management Program.
- State of Hawaii, Department of Transportation, Airports Division. August 10, 2001. *National Pollutant Discharge Elimination System, Permit Number HI0021440, expires June 1, 2006*.
- State of Hawaii, Department of Transportation, Airports Division. January 19 2007. *National Pollutant Discharge Elimination System, Permit Number HI S000005, expires June 1, 2011*.
- U.S. Department of Agriculture Soil Conservation Service. 1972. Soil Survey of the Islands of Kauai, Oahu, Maui, Molokai, and Lanai, State of Hawaii.

# Figures



Source:  
 United States Geological Survey  
 Pearl Harbor Quadrangle  
 Island of Oahu, 7.5 Minute Series, 1999

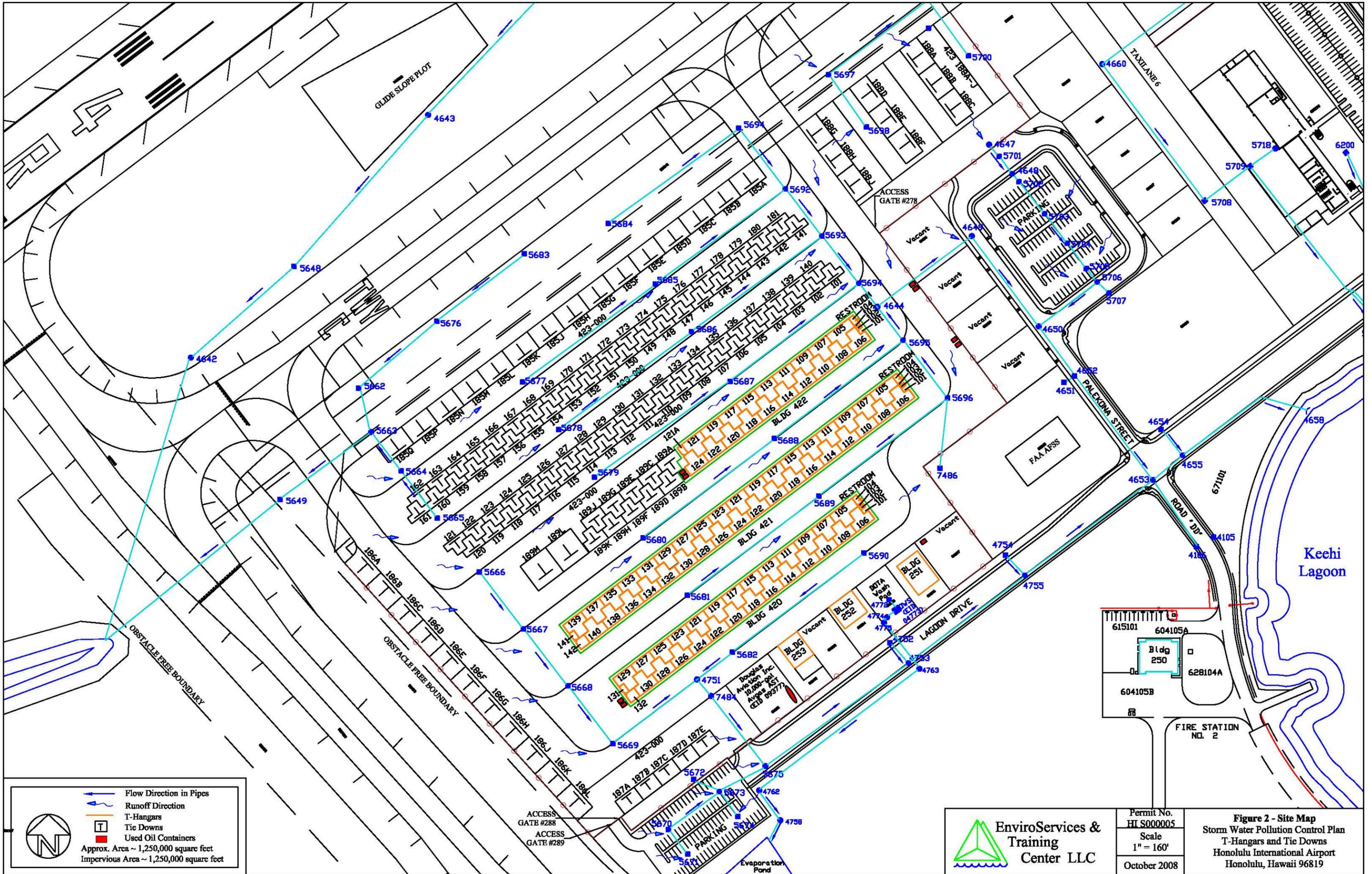


**EnviroServices & Training Center, LLC**

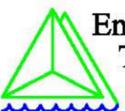
Permit No.  
 HI S000005

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**Figure 1 - Site Location Map**  
 Storm Water Pollution Control Plan  
 T-Hangars and Tie Downs  
 Honolulu International Airport  
 Honolulu, Hawaii 96819




 Flow Direction in Pipes  
 Runoff Direction  
 T-Hangars  
 Tie Downs  
 Used Oil Containers  
 Approx. Area ~ 1,250,000 square feet  
 Impervious Area ~ 1,250,000 square feet


**EnviroServices &  
Training  
Center LLC**

Permit No.  
**HI S000005**  
 Scale  
**1" = 160'**  
 October 2008

**Figure 2 - Site Map**  
 Storm Water Pollution Control Plan  
 T-Hangars and Tie Downs  
 Honolulu International Airport  
 Honolulu, Hawaii 96819

**Storm Water Falls on T-Hangars and Tie Downs**

**Best Management Practices :**  
Proper Material Storage  
Secondary Containment  
Preventative Maintenance and Inspections  
Good Housekeeping  
Spill Prevention and Containment  
Stain Clean-Up

Storm Water Flows  
Over Impervious  
Asphalt

Storm Water Flows to  
Storm Drain #5649

**Receiving Water : Ahua Pond**

Storm Water Flows to  
Storm Drain #4653

Storm Water Flows  
through culvert #3463

**Receiving Water : Keehi Lagoon**

Flow calculation  
based on 0.1 inches  
in 1 day.



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**Figure 3 - Flow Chart**  
T-Hangars and Tie Downs  
Storm Water Pollution Control Plan  
Honolulu International Airport  
Honolulu, Hawaii 96819

**Appendix A**  
**List of T-Hangar and Tie Down Tenants**

**List of Tenants for Honolulu International Airport T-Hangar Facilities**  
(as of October 15, 2008)

<b>HNL PROPERTY #</b>	<b>TMK</b>	<b>COMPANY NAME</b>	<b>SIC</b>	<b>BASIN</b>	<b>POINT OF CONTACT</b>
HNL.420.420.01.05	110760200000	O'TOOLE, JOHN F.	4581	A9	JOHN F. O'TOOLE
HNL.420.420.01.06	110760200000	BAKER, FRANK R. & KARIN E.	4581	A9	FRANK BAKER
HNL.420.420.01.07	110760200000	READ, GEORGE W., REVOCABLE TRUST	4581	A9	GEORGE READ
HNL.420.420.01.08	110760200000	RHA, INC.	4581	A9	WILL ALAMEIDA
HNL.420.420.01.09	110760200000	DOTA OCF	4581	A9	SAM HILEA
HNL.420.420.01.10	110760200000	TURK AND AGENA	4581	A9	DAVID L. TURK
HNL.420.420.01.11	110760200000	MARK HUNSAKER, INC.	4581	A9	MARK HUNSAKER
HNL.420.420.01.12	110760200004	HILLMAN, F. SUE/HAID BEVERLY J.	4581	A9	F. SUE HILLMAN
HNL.420.420.01.13	110760200018	AIRDUDGEON, LLC	4581	A9	PETER DUDGEON
HNL.420.420.01.14	110760200000	BILEK, RONALD	4581	A9	RONALD BILEK
HNL.420.420.01.15	110760200000	KUNICHIKA, RITCHIE	4581	A9	RITCHIE KUNICHIKA
HNL.420.420.01.16	110760200003	JOHN HUTTON CORPORATION	4581	A9	JOHN WEISER
HNL.420.420.01.17	110760200019	DUNKERLY, MARK B.	4581	A9	MARK B. DUNKERLY
HNL.420.420.01.18	110760200011	JOHN HUTTON CORPORATION	4581	A9	JOHN WEISER
HNL.420.420.01.19	110760200000	YAMADA, AYAKO	4581	A9	AYAKO YAMADA
HNL.420.420.01.20	110760200017	JOHN HUTTON CORPORATION	4581	A9	JOHN WEISER
HNL.420.420.01.21	110760200000	FEDERAL BUREAU OF INVESTIGATION	4581	A9	CHARLEY BECKWITH
HNL.420.420.01.22	110760200000	TURK AND AGENA	4581	A9	DAVID L. TURK
HNL.420.420.01.23	110730200013	PLUM, W.J./MACHADO, D.C. JR.	4581	A9	WILLIAM PLUM
HNL.420.420.01.24	110760200000	MOORE, ROBERT P.	4581	A9	ROBERT P. MOORE
HNL.420.420.01.25	110760200000	GRAY, DAVID	4581	A9	DAVID GRAY
HNL.420.420.01.26	110760200000	GEORGE'S AVIATION SERVICE, INC.	4581	A9	GEORGE HANZAWA
HNL.420.420.01.27	110760200000	MANUIWA AIRWAYS, INC.	4581	A9	RICHARD Y. OKITA
HNL.420.420.01.28	110700020006	HANZAWA, GEORGE K.	4581	A9	GEORGE K. HANZAWA
HNL.420.420.01.29	110760200000	PALUMBO, NICHOLAS E.	4581	A9	NICHOLAS E. PALUMBO
HNL.420.420.01.30	110700200000	HANZAWA, GEORGE K.	4581	A9	GEORGE K. HANZAWA
HNL.421.421.01.05	110760210000	DAVENPORT, WENDELL	4581	A9	WENDELL DAVENPORT
HNL.421.421.01.06	110760210003	JUSTMAN, ROBERT, MOORE, MICHAEL & BLAKE	4581	A9	ROBERT JUSTMAN
HNL.421.421.01.07	110760210000	DOUGLAS, JOHN, SULLIVAN, JOHN, YAMAGUCHI,	4581	A9	JOHN SULLIVAN
HNL.421.421.01.08	110760210000	JUSTMAN, ROBERT	4581	A9	ROBERT JUSTMAN
HNL.421.421.01.09	110760210014	RAINBOW PACIFIC HELICOPTERS	4581	A9	MIKE G. IVEN
HNL.421.421.01.10	110760210000	JOHNSTON, DARRYL H.W.	4581	A9	DARRYL H.W. JOHNSTON
HNL.421.421.01.11	110760210021	POCOCK, DAVID B.	4581	A9	DAVID B. POCOCK
HNL.421.421.01.12	110760210000	MOLOKAI-LANAI AIR SHUTTLE, INC.	4581	A9	HENRY A. YOUNGE III
HNL.421.421.01.13	110760210015	HOLMBERG, LINNE F.	4581	A9	LINNE HOLMBERG
HNL.421.421.01.14	110760210000	MOLOKAI-LANAI AIR SHUTTLE, INC.	4581	A9	HENRY A. YOUNGE III
HNL.421.421.01.15	110760210000	WATKINS, ROBERT A.	4581	A9	ROBERT A. WATKINS
HNL.421.421.01.16	110760210010	JUSTMAN, ROBERT	4581	A9	ROBERT JUSTMAN
HNL.421.421.01.17	110760210022	CAR STORE	4581	A9	ROBERT EMAMI
HNL.421.421.01.18	110760210000	EVELYN K.L. GREENE	4581	A9	EVELYN K.L. GREENE
HNL.421.421.01.19	110760210000	REGO, FRANK L. JR.	4581	A9	FRANK L. REGO, JR.
HNL.421.421.01.20	110760210011	ANGE, LLC	4581	A9	CAROLYN BERRY
HNL.421.421.01.21	110760210000	DAVIS, CARTER W.	4581	A9	CARTER W. DAVIS
HNL.421.421.01.22	110760210000	DOTA OAS	4581	A9	GERALD TOM
HNL.421.421.01.23	110760210000	KRAHENBUHL, EDWARD	4581	A9	EDWARD KRAHENBUHL
HNL.421.421.01.24	110760210000	KRAHENBUHL, EDWARD	4581	A9	EDWARD KRAHENBUHL
HNL.421.421.01.25	110760210000	FERRARA, CHRISTOPHER D.	4581	A9	CHRISTOPHER FERRARA
HNL.421.421.01.26	110760210017	STEWART, RONALD B.	4581	A9	RONALD B. STEWART
HNL.421.421.01.27	110760210017	P-CUBED, LLC	4581	A9	DAN JEFFERS
HNL.421.421.01.28	110760210020	TORMOD ISETORP	4581	A9	TORMOD ISETORP
HNL.421.421.01.29	110760210000	FEDERAL BUREAU OF INVESTIGATION	4581	A9	CHARLEY BECKWITH
HNL.421.421.01.30	110760210012	AVIATION CO. LLC, THE	4581	A9	FRANK BAKER
HNL.421.421.01.31	110760210008	ACROFLIGHT, INC.	4581	A9	CLINTON CHURCHILL
HNL.421.421.01.32	110760210000	FAIRWAY NAVIGATION	4581	A9	STEVEN BAKER
HNL.421.421.01.33	110760210000	AERO ACTIVITIES, LLC	4581	A9	CHARLES GOODWIN
HNL.421.421.01.34	110760210016	JA-MAR INDUSTRIES	4581	A9	CATHLEEN BRIONES
HNL.421.421.01.35	110760210007	OFFSHORE HELICOPTERS	4581	A9	RANDALL SPEAR

\*Note that this list is subject to change

**List of Tenants for Honolulu International Airport T-Hangar Facilities**  
(as of October 15, 2008)

HNL.421.421.01.36	110760210013	MAREELS, WARD	4581	A9	WARD MAREELS
HNL.421.421.01.37	110760210000	PITRE FINE ART, INC.	4581	A9	JOHN PITRE
HNL.421.421.01.38	110760210000	MAREELS, WARD	4581	A9	WARD MAREELS
HNL.421.421.01.39	110760210019	LAM, GRANT	4581	A9	GRANT V. LAM
HNL.421.421.01.40	110760210000	BETTENCOURT, DAVID	4581	A9	DAVID BETTENCOURT
HNL.422.422.01.05	110760220000	COOK, DELMER	4581	A9	DELMER COOK
HNL.422.422.01.06	110760220010	SHIMABUKURO, GARRICK M.	4581	A9	GARRICK SHIMABUKURO
HNL.422.422.01.07	110760220000	ISLAND AERO	4581	A9	THOMAS OWENS, M.D.
HNL.422.422.01.08	110760220000	SCHAUER, WILLIAM A. JR.	4581	A9	WILLIAM SCHAUER, JR.
HNL.422.422.01.09	110760220014	KEARINS, JOHN M.	4581	A9	JOHN M. KEARINS
HNL.422.422.01.10	110760220015	SHIMABUKURO, GARRICK M.	4581	A9	GARRICK SHIMABUKURO
HNL.422.422.01.11	110760220000	TASHIMA, WILFRED	4581	A9	WILFRED TASHIMA
HNL.422.422.01.12	110760220000	HAWAII PACIFIC AVIATION, INC.	4581	A9	BEN FOUTS
HNL.422.422.01.13	110760220011	R & J AVIATORS, LLC.	4581	A9	REED ROHRER
HNL.422.422.01.14	110760220000	INTER-ISLAND PETROLEUM	4581	A9	DARRYL JOHNSTON
HNL.422.422.01.15	110760220003	OCEANIC KAIMAMALA, CORP.	4581	A9	NEPHI OHAI
HNL.422.422.01.16	110760220005	WINSLETT, JOHN D.	4581	A9	JOHN D. WINSLETT
HNL.422.422.01.17	110760220007	OCEANIC LIBRA CORP.	4581	A9	GENE WILKIE
HNL.422.422.01.18	110760220013	JIM NABORS LIVING TRUST	4581	A9	Stanley Cadwallander
HNL.422.422.01.19	110760200000	MICHAEL RUDY	4581	A9	CHRIS FERRARA
HNL.422.422.01.20	110760220000	CIVIL AIR PATROL	4581	A9	NORM BAXTER
HNL.422.422.01.21	110760220012	KIEFER AVIATION LLC	4581	A9	JOSEPH KIEFER
HNL.422.422.01.22	110760220000	CIVIL AIR PATROL	4581	A9	NORM BAXTER
HNL.422.422.01.24	110760220000	CIVIL AIR PATROL	4581	A9	NORM BAXTER
HNL.011.011.01.02	110760030000	JOHN HUTTON CORPORATION	4522	A9	JOHN WEISER
HNL.011.011.01.04	110760050000	DAVID TURK	4581	A9	DAVID TURK
HNL.011.011.01.06	110760070000	HAWAII AVIATION CONTRACT SERVICES, INC.	4581	A9	KEAKA GONSALVES

\*Note that this list is subject to change

**List of Lessees for Honolulu International Airport Tie Down Facilities**  
(as of October 15, 2008)

<b>HNL PROPERTY #</b>	<b>TMK</b>	<b>COMPANY NAME</b>	<b>SIC</b>	<b>BASIN</b>	<b>POINT OF CONTACT</b>
HNL.423.423.01.01	110030010000	JACKSON, JAMES K.	4581	A9	JAMES K. JACKSON
HNL.423.423.01.03	110030010000	FMY, INC.	4581	A9	WAYNE C. FOULSTON
HNL.423.423.01.13	110030010000	CIVIL AIR PATROL	4581	A9	COL. JEFF STICKEL
HNL.423.423.01.14	110030010000	CIVIL AIR PATROL	4581	A9	COL. JEFF STICKEL
HNL.423.423.01.15	110030010000	CIVIL AIR PATROL	4581	A9	COL. JEFF STICKEL
HNL.423.423.01.17	110030010000	MULFORD, VINCENT W., JR.	4581	A9	VINCENT MUFORD JR.
HNL.423.423.01.18	110030010000	THE ROCKET SCIENTISTS, INC.	4581	A9	DONN YABUSAKI
HNL.423.423.01.24	110030010000	FAIRHURST, GEORGE DOUGLAS II	4581	A9	DOUG FAIRHURST
HNL.423.423.01.38	110030010000	ISAACSON, BRIAN	4581	A9	BRIAN J. ISAACSON
HNL.423.423.01.40	110030010000	VEOMETT, STEPHEN C.	4581	A9	STEPHEN C. VEOMETT
HNL.423.423.01.41	110030010000	RUMA SPEAR, LLC	4581	A9	DANIEL JEFFERS
HNL.423.423.01.48	110030010000	SMITH, TERRY G. M.D., INC.	4581	A9	TERRY G. SMITH, M.D.
HNL.423.423.01.50	110030010000	CHEW, STEPHEN Y.K.	4581	A9	STEPHEN Y.K. CHEW
HNL.423.423.01.61	110030010000	KIKUTA, DWIGHT	4581	A9	DWIGHT KIKUTA
HNL.423.423.01.77	110030010000	LANZAS, PEDRO M.	4581	A9	PEDRO M. LANZAS
HNL.423.423.01.78	110030010000	KENNETH SHIMATA	4581	A9	KENNETH SHIMATA
HNL.423.423.01.85B	110030010000	FIAUI, CYNTHIA B. & LOIA M.	4581	A9	CYNTHIA FIAUI
HNL.423.423.01.85C	110030010000	RASTEGAR, ROSS	4581	A9	ROSS RASTEGAR
HNL.423.423.01.85C	110030010000	RASTEGAR, ROSS	4581	A9	ROSS RASTEGAR
HNL.423.423.01.86J	110030010000	HANZAWA, GEORGE K.	4581	A9	GEORGE K. HANZAWA
HNL.423.423.01.86K	110030010000	KARL KROUT	4581	A9	K. KARL KROUT
HNL.423.423.01.87A	110030010000	HIGH FLYERS, INC.	4581	A9	GEORGE MORIKAWA
HNL.423.423.01.87B	110030010000	GEORGE'S AVIATION SERVICE, INC.	4581	A9	GEORGE K. HANZAWA
HNL.423.423.01.87C	110030010000	HANZAWA, GEORGE K.	4581	A9	GEORGE K. HANZAWA
HNL.423.423.01.87D	110030010000	HANZAWA, GEORGE K.	4581	A9	GEORGE K. HANZAWA
HNL.423.423.01.87E	110030010000	HANZAWA, GEORGE K.	4581	A9	GEORGE K. HANZAWA
HNL.423.423.01.87K	110030010000	KENNETH KROUT	4581	A9	KENNETH KROUT
HNL.423.423.01.88A	110030010000	LOCKWOOD, EVELYN K. & DELA CRUZ, G.W. JR	4581	A9	EVELYN K. LOCKWOOD
HNL.423.423.01.88B	110030010000	AIR VENTURES HAWAII, LLC	4581	A9	AIR VENTURES HAWAII
HNL.423.423.01.88C	110030010000	CHAIKIN, STEVEN	4581	A9	STEVEN CHAIKIN
HNL.423.423.01.88D	110030010000	YATES, JAMES T.	4581	A9	DR. JAMES T. YATES
HNL.423.423.01.88E	110030010000	STONEGATE PREMIUM HOMES LLC	4581	A9	
HNL.423.423.01.88F	110030010000	VOGT, WILLIAM F.	4581	A9	WILLIAM F. VOGT
HNL.423.423.01.88J	110030010000	HAWAIIAN NIGHT LIGHT LLC	4581	A9	MICHAEL RICHARD
HNL.423.423.01.89A	110030010000	FMY, INC.	4581	A9	WAYNE C. FOULSTON
HNL.423.423.01.89B	110030010000	BULMAN, ERIK	4581	A9	ERIK BULMAN
HNL.423.423.01.89C	110030010000	BARRON AVIATION, INC.	4581	A9	BARRON THOMAS
HNL.423.423.01.89E	110030010000	PALUMBO, NICHOLAS E.	4581	A9	NICHOLAS E. PALUMBO
HNL.423.423.01.89F	110030010000	SULLIVAN, KENNETH R.	4581	A9	KENNETH R. SULLIVAN
HNL.423.423.01.89H	110030010000	SULLIVAN, KENNETH R.	4581	A9	KENNETH R. SULLIVAN
HNL.423.423.01.89M	110030010000	GRANT LAM	4581	A9	GRANT LAM

\*Note that this list is subject to change

**Appendix B**  
**Best Management Practices and Checklists**

**BEST MANAGEMENT PRACTICES  
T-HANGARS AND TIE DOWNS  
HONOLULU INTERNATIONAL AIRPORT  
STORM WATER POLLUTION CONTROL PLAN**

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## T-Hangar and Tie Downs - Best Management Practice Housekeeping Practices

### Description

Daily activities performed at the T-Hangar and Tie Down sites require the use of materials and products that are potential contaminants in storm water. Good housekeeping practices where these materials are used and/or stored are intended to maintain a clean, safe, and orderly working environment. Implementing the housekeeping BMP will reduce the amount of pollutants entering the Department of Transportation, Airports Division (DOTA) Small Municipal Separate Storm Sewer System (MS4).

### Limitations

There are no major limitations to the implementation of this BMP. These practices apply to all T-Hangar and Tie Down tenants at HNL.

Practice		
<input type="checkbox"/>	1	All employees receive training on good housekeeping practices annually.
<input type="checkbox"/>	2	Inspect spill kits and maintain an ample supply of spill clean-up materials.
<input type="checkbox"/>	3	Promptly clean spills with rags or absorbent material and properly dispose of cleaning materials.
<input type="checkbox"/>	4	If a spill occurs near a storm drain or may flow toward a storm drain, protect it using sandbags, booms, and/or other appropriate runoff diversion devices/techniques.
<input type="checkbox"/>	5	Inspect facility storm drain inlets regularly for clogging and debris. Request DOTA maintenance personnel clean as necessary.
<input type="checkbox"/>	6	Do not overfill trash receptacles or leave trash outside of these receptacles. Ensure that materials put into dumpsters will not leak out of dumpsters and commingle with storm water runoff. Use leak-proof dumpsters and keep covered when not in use.
<input type="checkbox"/>	7	Remove and properly dispose of litter and debris on a regular basis.
<input type="checkbox"/>	8	Perform equipment and aircraft maintenance inside hangar bay, away from storm water runoff and under cover.
<input type="checkbox"/>	9	Sweep or vacuum hangar bay floors and areas regularly to prevent tracking of materials.
<input type="checkbox"/>	10	Store oily or leaking equipment under cover with drip pans. Empty and replace drip pans as needed.
<input type="checkbox"/>	11	Identify all chemical substances used in maintenance activities, compile Material Safety Data Sheets (MSDS) for hazardous chemicals, and store MSDS(s) where chemicals are used. MSDSs provide both workers and emergency responders with the proper procedures for handling a particular hazardous substance. The sheets must include information such as physical data (melting point, boiling point, flash point etc.), toxicity, health effects, first aid, reactivity, storage requirements, proper disposal, personal protective equipment, and spill/leak/cleanup procedures.
<input type="checkbox"/>	12	Ensure products and materials are properly labeled.
<input type="checkbox"/>	13	Use up existing products and materials before purchasing or using additional ones of the same kind.
<input type="checkbox"/>	14	Facility inspections are performed on a regular basis to ensure good housekeeping practices are being followed by tenants.

## T-Hangar and Tie Downs - Best Management Practice Material Use and Storage

### Description

A variety of products and materials that may adversely affect water quality are used and stored at the T-Hangar and Tie Down sites. This BMP is intended to reduce the potential for the contamination of storm water by minimizing exposure of such products and materials to storm water.

### Limitations

Alternative materials may not be available, suitable, or effective in every case.

<b>Practice</b>		
<input type="checkbox"/>	1	Train tenants in proper material use.
<input type="checkbox"/>	2	Use less hazardous, alternative materials where possible, such as citrus-based cleaning products rather than petroleum-based.
<input type="checkbox"/>	3	Follow manufacturer's instructions regarding uses, protective equipment, ventilation, flammability, and mixing of chemicals.
<input type="checkbox"/>	4	Store materials in appropriate containers as recommended by the manufacturer.
<input type="checkbox"/>	5	Ensure that all containers are closed, securely fastened, stored neatly, and properly labeled.
<input type="checkbox"/>	6	Maintain accurate inventory of stored supplies. Periodically review inventory and storage areas to evaluate the need to keep stored materials. Properly dispose of materials that are expired or no longer used.
<input type="checkbox"/>	7	Store materials and containers indoors or in covered areas whenever practical.
<input type="checkbox"/>	8	When storing containers outdoors, place containers atop pallets to minimize contact with run off/run-on.
<input type="checkbox"/>	9	When storing drums of liquids or batteries, place on top secondary containment. Therefore, if the container has a leak or spill the material will still be contained.
<input type="checkbox"/>	10	Cover containers and materials with a tarp when storing them outdoors, wherever practical.
<input type="checkbox"/>	11	Keep materials that must be stored without cover away from drain inlets and natural waterways to minimize their contact with storm water.
<input type="checkbox"/>	12	Maintain an ample supply of spill clean-up materials near storage areas.
<input type="checkbox"/>	13	Clean small spills with rags or absorbent material. For larger spills, contact spill response personnel immediately.
<input type="checkbox"/>	14	Sweep or vacuum up spilled materials that can be conveyed in storm water flows.
<input type="checkbox"/>	15	Inspect storage areas regularly. Look for leaking or corroded containers, chemical discoloration, or other changes in the containers or contents that may indicate a potentially hazardous condition or chemical deterioration.

## T-Hangar and Tie Downs - Best Management Practice Waste Management

### Description

Upon completion of material use at the T-Hangar and Tie Down sites, the materials become wastes. This BMP is designed to implement a waste management program that identifies the proper disposal methods to chemicals used at the facility. Some of the waste materials include used oil, batteries, solvents, lubricants, and fuels. The procedures outlined in this BMP are intended to prevent or reduce the discharge of pollutants to storm water and to the land from the waste.

### Limitations

Hazardous waste that cannot be reused or recycled must be disposed of by a certified hazardous waste hauler.

<b>Practice</b>		
<input type="checkbox"/>	1	Use the entire product before disposing of the container.
<input type="checkbox"/>	2	Do not remove the original product label; it may contain important safety and disposal information.
<input type="checkbox"/>	3	Only purchase and store quantities of materials that will be used in a reasonable amount of time.
<input type="checkbox"/>	4	Select designated hazardous waste collection areas on-site. Store hazardous waste in appropriate containers clearly marked with the word "Hazardous Waste" and the date when waste accumulation began.
<input type="checkbox"/>	5	Ensure that hazardous waste storage limits are not exceeded as described in 40 CFR 262.
<input type="checkbox"/>	6	Hazardous materials and wastes should be stored in covered containers protected from exposure to elements and vandalism.
<input type="checkbox"/>	7	Place hazardous waste containers in secondary containment.
<input type="checkbox"/>	8	Do not mix wastes, this can cause chemical reactions, make recycling impossible, and complicate disposal.
<input type="checkbox"/>	9	Recycle any useful material such as used oil or batteries.
<input type="checkbox"/>	10	Dispose of used oil in the appropriate DOTA used oil drums. DOTA will make arrangements for contractor removal and maintain the used oil manifests.
<input type="checkbox"/>	11	Arrange for regular hazardous waste collection before containers overflow.
<input type="checkbox"/>	12	Make sure that hazardous wastes (e.g. excess oil-based paints and sludges) are collected, removed, and disposed of only at authorized disposal sites by a certified hazardous waste hauler.
<input type="checkbox"/>	13	Place a stockpile of spill cleanup materials where it will be readily accessible.
<input type="checkbox"/>	14	If a container does spill, attempt to stop leak, contain, and clean up (may include having a contractor assist in the decontamination).
<input type="checkbox"/>	15	Inspect solid waste containers for structural damage or leaks regularly. Repair or replace damaged containers as necessary.

## **T-Hangar and Tie Downs - Best Management Practice Vehicle and Equipment Washing**

### **Description**

Routine washing of vehicles, aircraft, and equipment must be done to maintain their proper operation. However, wash water may contain oils, greases, heavy metals, sediments, and other pollutants that can flow into the storm water system. This BMP is intended to reduce the impact of these activities on storm water runoff. DOTA has provided the tenants of the South Ramp with a wash rack that contains an OWS connected to an evaporation pond.

### **Limitations**

There are no major limitations to the implementation of this BMP.

<b>Practice</b>		
<input type="checkbox"/>	1	Wash vehicles, helicopters, and other small aircraft in wash racks. Follow posted directions for use of wash racks.
<input type="checkbox"/>	2	Use biodegradable, phosphate free detergents for washing as appropriate.
<input type="checkbox"/>	3	DOTA should inspect and clean out coalescer and sludge from OWS as needed or at least once per year.
<input type="checkbox"/>	4	Ensure that rinse water from the wash rack does not drain to the storm drainage system.
<input type="checkbox"/>	5	Prohibit washing of personal vehicles at DOTA facilities.
<input type="checkbox"/>	6	Where applicable sponge wash the aircraft or vehicle with a bucket of water to eliminate excess wash water.
<input type="checkbox"/>	7	Educate personnel that non-storm water is not to be discharged to the storm drainage system. One example is to place "Do Not Dump – Goes To Ocean" signs on storm drain inlets.

## **T-Hangar and Tie Downs - Best Management Practice Vehicle and Equipment Maintenance and Repair**

### **Description**

Vehicle, aircraft, and equipment maintenance and repair are necessary to most T-Hangar and Tie Down operations at Honolulu International Airport (HNL). These activities represent a potentially significant source of contaminants due to the harmful materials and wastes generated. This BMP is designed to prevent or reduce the impact of contaminants from maintenance and repair on the storm water system.

### **Limitations**

There are no major limitations to the implementation of this BMP.

<b>Practice</b>		
<input type="checkbox"/>	1	Move maintenance and repair activities indoors whenever possible.
<input type="checkbox"/>	2	Store idle equipment undercover and remove fluids and batteries from salvage equipment.
<input type="checkbox"/>	3	Inspect damaged vehicles or aircraft for fluid leaks as soon as possible. Use drip pans or tarps as necessary.
<input type="checkbox"/>	4	Ensure that drip pan is emptied regular so that leaking fluids do not overflow the pan.
<input type="checkbox"/>	5	Transfer removed vehicle fluids to designated storage container as soon as possible.
<input type="checkbox"/>	6	Use drip pans, tarps, or cardboard on the ground whenever changing vehicle fluids.
<input type="checkbox"/>	7	Store exposed drums/containers of liquid material or wastes on secondary containment pallets.
<input type="checkbox"/>	8	Allow parts to drain over solvent tank or drip pan. Do not allow solvent to drip or spill onto the floor.
<input type="checkbox"/>	9	Designate areas in service bays for parts cleaning. Do not wash or rinse parts outdoors.
<input type="checkbox"/>	10	Use damp cloths, brooms, and absorbent material for cleaning. Do not hose or blow the area to remove dust.
<input type="checkbox"/>	11	Maintain an ample supply of absorbent material near maintenance areas.
<input type="checkbox"/>	12	Store materials for constructing temporary berms to protect storm drain inlets in the event of a spill.

## **T-Hangar and Tie Downs - Best Management Practice Aircraft, Vehicle, and Equipment Fueling**

### **Description**

During fueling of aircraft, vehicles, and equipment, there is the potential for leaked or spilled fuel to contaminate storm water. The procedures outlined in this BMP are intended to prevent fuel spills and leaks and reduce their impact on storm water. Douglass Aviation provides a self-serve fueling area on the south ramp for the T-Hangar and Tie Down tenants from a 10,000-gallon aviation gas aboveground storage tank.

### **Limitations**

There are no major limitations to the implementation of this BMP.

<b>Practice</b>		
<input type="checkbox"/>	1	Protect fuel dispensers from accidents using curbs and steel reinforced concrete bollards.
<input type="checkbox"/>	2	Perform fueling of aircraft away from storm drains.
<input type="checkbox"/>	3	Post proper fueling and clean-up instructions in fueling areas.
<input type="checkbox"/>	4	Discourage topping off and unattended fueling.
<input type="checkbox"/>	5	Avoid hosing off fueling area. Use absorbents.
<input type="checkbox"/>	6	Ensure tanks are clearly labeled or marked with the name of the contents stored in the tank.
<input type="checkbox"/>	7	Check for proper operation of automatic shut off controls on fuel dispensing nozzles. Repair as needed.
<input type="checkbox"/>	8	Maintain an ample supply of spill cleanup materials and spill control equipment near fueling areas.
<input type="checkbox"/>	9	Inspect fueling tanks along with hoses and dispensing nozzles regularly for cracks and leaks. Repair as needed.

## T-Hangar and Tie Downs - Best Management Practices Spill Prevention and Response Practices

### Description

Proper control and cleanup of spilled materials reduces the discharge of hazardous materials to HNL's Small MS4. This BMP covers material spills that may occur in and around the T-Hangar and Tie Down facilities.

Small spills of oil (less than 25 gallons) which are capable of being cleaned up within 72 hours and that do not threaten ground or surface waters will be cleaned up using absorbent materials or other acceptable practices, without disrupting operations. Daily inspections of the facility will identify any small spills, which will be addressed immediately.

In the event of a large or uncontrolled release the facility shall notify the Airport Emergency Services by calling 836-6670 and the Airport Manager assumes the role of Emergency Coordinator (EC).

### Limitations

None.

Practice		
<input type="checkbox"/>	1	Stop work.
<input type="checkbox"/>	2	Shut down the dispenser pumps using the emergency cut-off switch.
<input type="checkbox"/>	3	If the spill originates from a tank truck or from the AST fill port, warn the truck operator to stop the fuel delivery and shut down all the valves.
<input type="checkbox"/>	4	Move away from the affected area.
<input type="checkbox"/>	5	Notify and alert others of the incident via: (1) voice; (2) hand-held radios; and/or (3) other effective communication.
<input type="checkbox"/>	6	Keep non-essential employees and customers away from the spill area. Prevent vehicles from driving through the area.
<input type="checkbox"/>	7	Notify the Emergency Coordinator (EC).
<input type="checkbox"/>	8	<p>The EC shall evaluate the situation and decide whether to implement a "fight or flight" response by gathering the following information, if it can be done safely:</p> <ul style="list-style-type: none"> <li>Your name, location, and how you may be reached.</li> <li>Location of the release.</li> <li>Type, quantity, and description of the release.</li> <li>Hazards of the release.</li> <li>Type of media affected (soil, asphalt, concrete, etc.).</li> <li>Rate of the release.</li> <li>Migratory direction of the release.</li> <li>Potential for fire or explosion.</li> <li>Potential for human exposure.</li> <li>Potential for migration to surface water (ocean, storm drains, etc.).</li> </ul>
<input type="checkbox"/>	9	Never subject yourself or other personnel to unreasonable risk of illness or injury.
<input type="checkbox"/>	10	Remove all injured persons from the immediate area of danger and render first aid. If injuries are severe, call 836-6670 for emergency medical assistance.
<input type="checkbox"/>	11	If the decision is to "fight," spill response personnel are to don the appropriate personal protective equipment (PPE).

**T-Hangar and Tie Downs - Best Management Practices**  
**Spill Prevention and Response Practices**  
(continued)

<input type="checkbox"/>	12	Eliminate all possible sources of ignition/detonation such as vehicle engines and smoking.
<input type="checkbox"/>	13	Remove or isolate ignitable and incompatible materials from the area of the release.
<input type="checkbox"/>	14	Locate, stop, and contain the source of the release by: (1) closing, checking, repairing, plugging valves; and/or (2) plugging and patching holes.
<input type="checkbox"/>	15	Confine the release to prevent further migration by: <ol style="list-style-type: none"> <li>1) Diking and berming using sand, soil, or other inert material;</li> <li>2) Sealing storm drains with plastic and sandbags;</li> <li>3) Placing granular sorbent or absorbent pads and booms;</li> <li>4) Diverting the chemicals from entering drains, manholes, streams, etc.; or</li> <li>5) Implementing retention techniques.</li> </ol>
<input type="checkbox"/>	16	Implement proper decontamination procedures on vehicles, aircraft, affected media, PPE, and equipment. This may include placing absorbent material on oil stained pavement - later sweeping up, removing and disposing of affected media (soil or loose asphalt) that contains contaminant, and/or berming the spill area and scrubbing using detergents – disposing detergent and rinse in accordance with the procedures listed below.
<input type="checkbox"/>	17	All used decontamination solution, disposable PPE and affected media must be properly packaged in U.S. Department of Transportation (U.S. DOT) - specified containers.
<input type="checkbox"/>	18	Labeling, transportation and subsequent disposal of materials/waste must be in accordance with applicable government regulations.
<input type="checkbox"/>	19	If needed, call the HNL spill response contractor for cleanup and removal of accumulated product resulting from the release. The contractor will remove spilled product and properly dispose of the material in accordance with applicable state and federal regulations.
<input type="checkbox"/>	20	If the release is not readily and easily controlled, evacuation may be necessary.
<input type="checkbox"/>	21	If the EC decides on the "flight" option, the EC is to immediately alert and evacuate all everyone in the immediate area.
<input type="checkbox"/>	22	Affected personnel are to proceed along an evacuation route to the nearest unaffected area.
<input type="checkbox"/>	23	Call the necessary emergency service providers such as Airport Emergency Services (836-6670), U.S. Coast Guard (842-2606), DOH HEER office (586-4249), National Response Center (800-424-8802), Clean Islands Council (536-5814), and/or spill response contractors and vendors. Also report any large spills or spills that have the potential of entering either storm drain, canal, or the ocean to the DOTA HNL Environmental Health Specialist EHS (838-8002 or 838-8033).

**Appendix C**  
**“Airport Rules and Regulations for Property  
Management and Environmental Clauses”**  
**Excerpt From NPDES Inspection and  
Enforcement Manual, April 2007**

## AIRPORT REGULATIONS APPLYING TO ENVIRONMENTAL COMPLIANCE

In addition to HRS Chapter 342D and DOH Administrative Rule the following are the procedures and regulations available to the DOTA environmental enforcement inspectors. These include citations, court summons, and may lead to eviction.

**HRS § 261-12, Rules, standards,** establishes the DOTA authority to establish and enforce its rules. Except for §261-17.6, parking control at airports, there are no specific statutory provisions in this section that sets any amount of fines or penalties that the DOTA can issue. The DOTA relies on HRS § 261-17, which permits the Director of Transportation the authority to designate persons to enforce Chapter 261 and all rules and orders issued pursuant thereto and of all other laws of the State. Such officers, employee's agents, and representatives of the DOTA have police powers to serve and execute warrants and arrest offenders, and the power to serve notices and orders. When arresting or issuing a citation to a purported violator of any provision of Chapter 261, the Director of Transportation's designee, hereinafter "enforcement officer" can 1) issue a summons or citation (similar to a traffic ticket) warning or directing the violator to appear and answer the charge before a district judge, or 2) take the purported violator without delay before a district judge. Penalties for violating the provision of chapter 261 or rules or orders issued pursuant to Chapter 261 are issued by the district court and includes a finding or guilty or not guilty verdict of a misdemeanor and a fine.

In enforcing environmental compliance, DOTA environmental health specialist will be designated as environmental enforcement officers pursuant to HRS § 261-17 and shall have the authority to issue Citations and Summons. The environmental enforcement officer will enforce environmental compliance under the DOTA's authority in HRS §§ 261-17 and 17.5.

### *Hawaii Administrative Rules, Title 19*

Hawaii Administrative Rules, Title 19, Chapters 11 through 38.1 were adopted by the State of Hawaii DOT to regulate operations of the State airports. Chapters 13, 15.1, 17.1, 33 and 37 contain language specifying storage, usage, and/or handling requirements for hazardous materials or other potential pollutants. There are no specific rules governing environmental compliance. There are specific environmental practices detailed below where enforcement is by arrest or citation and presented before the district judge.

#### Chapter 13 - Aircraft Operations at Public Airports

- Washing, cleaning and maintenance of aircraft shall be conducted only in areas designated for these purposes. [19-13-3(c)]

#### Chapter 15.1 – Operation of Motor Vehicles at Public Airports

- Unauthorized parking within the public airport for the purpose of washing, polishing, greasing, or repairing a vehicle (except minor repairs necessary to move the vehicle). [19-15.1-8(b)]

- Operating an improperly constructed, covered, or loaded vehicle on airport roadways or other airport areas so as to allow other than clear water to leak, spill, or otherwise escape therefrom. [19-15.1-27(j)]
- No vehicle maintenance or servicing is permitted in areas not specifically designated for such activity. [19-15.1-29]

#### Chapter 17.1 - Small Plane Hangar Units and Tie Down Spaces at Public Airports

- No person shall keep, store, or discard any flammable liquids in or about the hangar buildings. [19-17.1-14(a –d)].
- Storage of used oil or other flammable liquid wastes in the hangar buildings. [19-17.1-14(g)]
- Washing aircraft in hangar units or on paved community ramps or taxiways. [19-17.1-16(c)]

#### Chapter 33 – Control of Hazardous Materials and Waste at Public Airports

- Non-compliance with Title 49, Chapter 1, Section 171.1 to 173.1300, 175.705, and 178.0 to 178.350-3 CFR. [19-33-2(c)]
- Storage of hazardous materials including radioactive materials, etiologic agents, poisons and hazardous waste in non-designated areas. [19-33-3(b)]

Note: The majority of Chapter 33 deals with transportation of hazardous materials and does not apply to storage of materials and waste that are used at airport operations. In the case of improper use or storage of hazardous materials or wastes, DOTA will follow the terms of the tenant lease or permit procedures as stated below.

#### Chapter 37 – Fuel Handling Procedures at Public Airports-covers

- Failure to report fuel spill (to Airport authority). [19-37-6]  
Failure to contain and remove spilled fuel and prevent entry or runoff into airport drainage system. [19-37-6]

Enforcement Officers may issue Title 19 penalties for the following circumstances:

- A tenant who is in violation of a BMP, but where a Written Warning is not an effective tool.
- A tenant in violation of a DOTA requirement, but not in violation of DOH storm water regulations.
- A transient aircraft owner who is in violation of a DOTA requirement, BMP, or DOH storm water regulation, but does not have a tenant lease agreement or revocable permit.

#### *Tenant Lease Agreement/Revocable Permit*

Lease agreements and revocable permits have been amended during the 1990s to include specific provisions that lessees or permittees have a contractual responsibility for environmental compliance. As older leases are renewed, these leases will include the

updated environmental provisions. More of the current tenant lease agreements contain contractual provisions that bind the tenant to comply with various aspects of environmental regulations and clarify liabilities. For example, Article XV, Compliance with Environmental Matters, provides that the tenant agrees to comply with all environmental laws applicable to occupancy, activities, operations, and use of the property. Moreover, the lease terms provide that failure of the tenant to comply with any environmental laws shall constitute a violation of the lease and gives the DOTA the right to levee additional charges and/or terminate the lease.

In Article VD of the Lease, the DOTA retain the right to levy on and collect from the tenant a charge of two hundred and fifty dollars (\$250.00) each and every day the tenant is in violation of any of the contractual obligations for violations that continue beyond the 30 consecutive days after the receipt of written certified notice to comply or as otherwise provided in Article XX. Notice of Default and procedures to terminate the lease are in accordance with Article XX.

All disputes and controversies between the DOTA and the tenant that are not resolved by mutual agreement, are decided by the Director of Transportation, in writing, within one hundred twenty (120) calendar days after receiving a written request by tenant for a final decision.

The DOTA has the option to issue a Notice of Default and initiate the termination of the lease and eviction. The DOTA prefers to foster cooperative relationships with its tenants to comply with the environmental obligations than to evict – this option is reserved for extreme measures and would likely be considered as a last resort.

Summaries of the newer environmental clauses are listed below. A sample version of the detailed clauses is included below in sample articles from a tenant lease.

#### **Compliance with Environmental Laws**

This section states that the tenant agrees to comply with all environmental laws that apply to the premises. Failure to comply with all environmental laws shall constitute a breach of contract and the DOTA, at its discretion, may terminate the lease.

#### **Hazardous Substances**

This section states that the tenant (or third party) may not use, store, treat, dispose, discharge, release, generate, create or otherwise handle any Hazardous Substance on the premises without written consent from the DOTA.

#### **Notice to the Department**

The tenant shall keep the DOTA fully informed at all times regarding all matters relating to or covered by the Environmental Laws affecting the tenant or the premises.

**Notice to Authorities**

The tenant shall provide written notice to the EPA and the DOH, at least sixty days prior to the termination of this tenant agreement, or sixty days prior to tenant's termination of possession of the premises, whichever occurs first. Tenant shall also allow the agents of said authorities' access to the premises at any and all reasonable times for the purpose of inspecting or testing for compliance with any environmental laws.

**Disposal/Removal**

Except for materials that are lawfully sold in the ordinary course of the tenant's business, the tenant shall cause any hazardous substance to be removed from the premises for disposal and to be transported from the premises by a licensed hazardous substance transporter to a licensed facility for final disposal.

**Environmental Investigations and Assessments**

The tenant, at its sole cost and expense, shall cause to be conducted such investigations and assessments of the premises to determine the presence of any hazardous substance on, in, or under the premises as directed by the State, or by any federal or State authority.

**Remediation**

In the event that any hazardous substances are used, stored, treated, disposed on the premises, handled, discharged, released, or determined to be present on the premises, the tenant shall remediate the premises of any hazardous substances.

**Restoration and Surrender of Premises**

The tenant agrees to restore the premises, including soil, water and structures on, in or under the premises to the same condition as the premises existed at the commencement of the agreement.

**Tanks, Pipelines; Inspections and Repairs**

All tanks, pipelines, containers, or conduits of any kind that may at any time contain, or intended to contain hazardous substances of any type that the tenant intends to install on the premises must be installed above ground to allow for periodic inspection.

The DOTA also requires in its lease that the tenant obtain a \$250,000.00 Surety/Performance Bond for Cleanup/Restoration to pay for the costs or remediation and restoration of the site during the term or, and at the expiration of the Lease.

### ARTICLE XIII. COMPLIANCE WITH LAWS

A. Generally. The Concessionaire shall at all times during the term of this Concession Agreement comply with all applicable laws, statutes, rules, regulations, orders and ordinances of all governmental authorities, including, without limitation, the United States of America, the State of Hawaii and the County of Maui, and any political subdivision or agency, authority, or commission thereof, which may have jurisdiction to pass laws, statutes, or ordinances or make and enforce orders, rules and regulations with respect to the Concession, the Premises, or the Airport. The Concessionaire's obligation to comply with all laws, statutes, rules, regulations, order and ordinances hereunder shall apply to the Concessionaire's use and occupancy of the Premises, the operation of the Concession thereon and the construction and installation of the Leasehold improvement and FFE.

The Concessionaire shall also take out and keep current all licenses and permits required by any governmental authority for the Concessionaire's conduct of the Concession at or on the Premises and the Airport, and pay promptly when due all fees.

Notwithstanding the foregoing provisions, the Concessionaire shall have the right, in its own name, to contest in good faith the validity or applicability of any law, statute, rule, regulation, order or ordinance of any governmental body or agency to the Premises or Concessionaire's operation thereon. The fact that the Concessionaire may, in connection with such contest, refrain from complying with such law, statute, rule, regulation, order or ordinance shall not affect in any way the Concessionaire's obligation to (1) refrain from subjecting any part of the Premises to forfeiture or loss, and (2) pay the required rentals set forth in Article VI (Rental).

#### B. Compliance with Americans with Disabilities Act.

1. Concessionaire's warranty. The Concessionaire agrees that it shall conduct its Concession operation and use and occupy the Premises in accordance with the Americans with Disabilities Act, 42 U.S.C.S. Section 12101 et seq. (hereafter collectively the "ADA"), including, without limitation, modifying the Concessionaire's policies, practices, and procedures, and providing auxiliary aids and services to disabled persons.

2. Accessible services. The Concessionaire acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity, whether directly or through a contractor, must be accessible to the disabled public. The Concessionaire shall provide the services specified in this Concession Agreement in a manner that complies with the ADA and any and all other applicable federal, state or county disability rights legislation. The Concessionaire agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Concession Agreement and further agrees that any violation of this prohibition on the part of the Concessionaire, its officers, employees, agents, servants or assigns shall constitute a material breach of this Concession Agreement.

3. Concessionaire's alterations. With respect to all work required to be performed by the Concessionaire in preparing the Premises for the Concessionaire's use and occupancy, including, without limitation, the construction and installation of all Leasehold improvements and FFE on or at the Premises, the Concessionaire agrees to complete such work in full compliance with the ADA. Upon the STATE's request, the Concessionaire shall provide the STATE with evidence reasonably satisfactory to the STATE that all such work by the Concessionaire was completed in compliance with the ADA. The Concessionaire further agrees that any future alterations or improvements made by the Concessionaire to the Premises shall comply with the ADA.

4. ADA audit. The Concessionaire shall conduct and complete, at the Concessionaire's sole cost and expense, an audit as required under the ADA identifying and describing the architectural barriers to disabled access which must or should be removed, which audit shall be subject to the STATE's review and approval. The Concessionaire agrees to remove, at the Concessionaire's sole cost and expense, all such barriers identified and described in the audit approved by the STATE.

5. Notice. The STATE and the Concessionaire agree to promptly give written notice to the other (not to exceed three (3) days), of any notices which it receives alleging ADA violations.

6. Concessionaire's indemnification. The Concessionaire shall defend, indemnify and keep and hold harmless the STATE, its successors and assigns, from and against any and all claims, demands, suits, actions, causes of action, judgments, liabilities, losses, damages, costs and expenses resulting or arising from the

Concessionaire's failure to comply with the Concessionaire's obligations hereunder with respect to the ADA.

C. Compliance with Environmental Matters.

1. Definitions. For purpose of this Concession Agreement, Concessionaire agrees and understands that the following terms shall have the following meanings:

“Environmental Laws” shall mean all federal, state and local laws of every nature including statutes, ordinances, rules, regulations, codes, notices, standards, directives of every kind, guidelines, permits, licenses, authorizations, approvals, interpretations of the foregoing by any court, legislative body, agency or official, judicial decisions, orders, rulings or judgments, or rules of common law which currently are in effect or which may come into effect through enactment, issuance, promulgation, adoption or otherwise, which in any way pertain to, relate to, or have any relevance to the environment, health or safety. These Environmental Laws include, but are not limited to, regulations and orders of the federal Environmental Protection Agency (hereinafter the “EPA”) and of the State of Hawaii, Department of Health (hereinafter the “DOH”).

“Hazardous Substance” shall mean and include any chemical, substance, organic or inorganic material, controlled substance, object, condition, waste, living organism, or combination thereof which is, may be, or has been determined by proper state or federal authority under any environmental law to be, hazardous to human health or safety or detrimental to the environment. This term shall include, but not be limited to, petroleum hydrocarbons, asbestos, radon, polychlorinated biphenyls (PCBs), methane, and other materials or substances that are regulated by state or federal authorities.

2. Concessionaire's Activities and Duties

a. Compliance with Environmental Laws.

Concessionaire agrees, at its sole expense and cost, to comply with all Environmental Laws that apply to the Premises during the term of this Concession Agreement, and Concessionaire's occupancy of, and activities on, the Premises. This duty shall survive the expiration or termination of this Concession Agreement which means that the Concessionaire's duty to comply with Environmental Laws shall include complying with all Environmental Laws, regulations and orders that may apply, or be determined to apply, to the occupancy and activities of the Concessionaire on the Premises after the expiration or termination of this Concession Agreement. Failure of the Concessionaire to comply with any Environmental Laws shall constitute a breach of this Concession Agreement for which the STATE shall be entitled, in its discretion, to terminate this Concession Agreement and take any other action at law or in equity it deems appropriate.

b. Hazardous Substances. Concessionaire shall not use, store, treat, dispose, discharge, release, generate, create, or otherwise handle any Hazardous Substance, or allow the same by any third person, on the Premises without first obtaining the written consent of the STATE and complying with all Environmental Laws, including giving all required notices, reporting to, and obtaining permits from, all appropriate authorities, and complying with all provisions of this Concession Agreement.

c. Notice to STATE. Concessionaire shall keep STATE fully informed at all times regarding all matters relating or related to or covered by the Environmental Laws affecting the Concessionaire or the Premises. This duty shall include, without limiting the foregoing duty, providing the STATE with a current and complete list and accounting of all hazardous substances of every kind, by completing, submitting and updating Attachment 9 (Concessionaire's Listing of Hazardous Substances) in this Concession Agreement, which are present on or about the Premises and furnishing the STATE with evidence that the Concessionaire has in effect all required and appropriate permits, licenses, registrations, approvals and other consents

that may be required of or by federal and state authorities under all Environmental Laws, by completing, submitting and updating Attachment 10 (Concessionaire's Listing of Environmental Permits). This duty shall also include providing immediate written notice of any investigation, enforcement action, remediation or other regulatory action, order of any type, or any legal action, initiated, issued, or any indication of an intent to do so, communicated in any way to the Concessionaire by any federal or state authority or individual which relates in any way to any environmental law or any hazardous substance and the Concessionaire or the Premises. This written notice to the STATE shall include the Concessionaire immediately providing the STATE with copies of all written communications from individual or state and federal authorities, including copies of all correspondence, claims, complaints, warnings, reports, technical data and any other documents received or obtained by the Concessionaire. At least thirty days prior to termination of this Concession Agreement, or termination of the possession of the Premises by Concessionaire, Concessionaire shall provide to the STATE written evidence satisfactory to the STATE that Concessionaire has fully complied with all Environmental Laws, including any orders issued by any governmental authority to the Concessionaire that relate to the Premises.

d. Notice to Authorities. Concessionaire shall provide written notice to the Environmental Protection Agency and the State of Hawaii, Department of Health, at least sixty days prior to the termination of this Concession Agreement, or sixty days prior to Concessionaire's termination of possession of the Premises, whichever occurs first, that Concessionaire intends to vacate the Premises and terminate its operations on those Premises. Concessionaire shall allow the agents or representatives of said authorities access to the Premises at any and all reasonable times for the purpose of inspecting or testing for compliance with any Environmental Laws. Concessionaire shall provide copies of said written notices to STATE at the time said notices are provided to said authorities.

e. Disposal/Removal. Except for materials that are lawfully sold in the ordinary course of the Concessionaire's business, Concessionaire

shall cause any Hazardous Substances to be removed from the Premises for disposal and to be transported from the Premises solely by duly licensed Hazardous Substances transporters to duly licensed facilities for final disposal as required by all applicable Environmental Laws. Concessionaire shall provide STATE with copies of documentary proof, including manifests, receipts or bills of lading, which reflect that said Hazardous Substances have been properly removed and disposed of in accordance with all Environmental Laws.

f. Environmental Investigations and Assessments.

The Concessionaire, at its sole cost and expense, shall cause to be conducted such investigations and assessments of the Premises to determine the presence of any hazardous substance on, in, or under the Premises as may be directed from time to time by the STATE, in its sole discretion, or by any federal or state authority. The extent and number of any environmental investigations and assessments shall be determined by the STATE or the federal or state authority directing said investigations and assessments to be conducted. Concessionaire shall retain a competent and qualified person or entity that is satisfactory to the STATE or governmental authority, as the case may be, to conduct said investigations and assessments. Concessionaire shall direct said person or entity to provide the STATE or governmental authority, if so requested, with testable portions of all samples of any soils, water, ground water or other material that may be obtained for testing and provide to the STATE and the governmental authority written results of all tests on said samples upon completion of said testing.

g. Remediation. In the event that any Hazardous Substances are used, stored, treated, disposed on the premises, handled, discharged, released, or determined to be present on the Premises, Concessionaire shall, at its sole expense and cost, remediate the Premises of any Hazardous Substances, and dispose/remove said Hazardous Substances in accordance with Article XIII.C.2.e (Disposal/Removal) herein. This duty to remediate includes strictly complying with all Environmental Laws and directives to the Concessionaire to remediate said hazardous substance from the STATE. This duty to remediate shall include replacement of any

materials, such as soils, so removed with material that is satisfactory to the STATE and governmental authority, as the case may be.

h. Restoration and Surrender of Premises. The Concessionaire hereby agrees to restore the Premises, at its sole cost and expense, including the soil, water and structures on, in or under the Premises to the same condition as the premises existed at the commencement of this Concession Agreement, fair wear and tear to the structures excepted. In the event Concessionaire does not restore the Premises to the same condition as it existed at the commencement of the lease, as determined by the STATE, Concessionaire understands and agrees that STATE may exercise its rights under Article XIII.C.2.h (1) (STATE's Right to Act) herein, and until such time as the restoration is complete to the satisfaction of the STATE, Concessionaire shall be liable concession fees, lease rent, and all other charges due under this Concession Agreement in the same manner and amount as if this Concession Agreement had continued in effect during the period of restoration.

(1) STATE's Right to Act. In the event Concessionaire fails for any reason to comply with any of its duties under this Concession Agreement or under any Environmental Laws within the time set for doing so, or within a reasonable time as determined by the STATE, STATE shall have the right, but not obligation, in its sole discretion, to perform those duties, or cause them to be performed. Concessionaire hereby grants access to the Premises at all reasonable hours to the STATE, its agents and anyone designated by the STATE in order to perform said acts and duties. Any cost, expense or liability of any type that may be incurred by the STATE in performing said acts or duties shall be the sole responsibility of the Concessionaire and Concessionaire hereby agrees to pay for those costs and expenses and indemnify the STATE for any liability incurred. This obligation shall extend to any costs and expenses incident to enforcement of STATE's right to act, including without limitation, litigation costs, attorneys fees and the costs and fees for collection of said cost, expense or liability.

(2) Release and Indemnity. Concessionaire hereby agrees to release the STATE, and the STATE's officers, agents, successors and assigns from any liability of any kind, including, but not limited to, any liability for any damages, penalties, fines, judgments or assessments that may be imposed or obtained by any person, agency or governmental authority against the Concessionaire by reason of any hazardous substance that may be present by whatever means on, in or under the Premises. The Concessionaire hereby agrees to indemnify, defend with counsel suitable to the STATE, and hold harmless the STATE from any liability that may arise in connection with, or by reason of, any occurrence involving any hazardous substance that may be alleged to be connected or related in any way with the Premises, the STATE's ownership of the premises, or this Concession Agreement, including without limitation, the presence of any Hazardous Substance on, in, or under the Premises.

(3) Surety/Performance Bond for Cleanup/Restoration. At its sole cost and expense, Concessionaire shall provide the STATE with a bond, with a surety acceptable to the STATE, in the STATE's sole discretion, in the amount of \$100,000.00 to assure removal of any hazardous substances and the remediation and restoration of the Premises during the term of, and at the conclusion of the lease so as to comply with the terms of this Concession Agreement to the satisfaction of the STATE and in order to comply with Environmental Laws. Concessionaire shall provide written evidence that said bond or security has been secured by the Concessionaire which evidence shall indicate the term during which said Bond or other security shall irrevocably remain in effect.

(4) Insurance. Effective at the commencement of this Concession Agreement, Concessionaire shall obtain and keep in force a comprehensive liability and property damage policy of insurance issued by an insurer licensed to do business in the State of Hawaii with limits of indemnity coverage no less than \$1,000,000.00. Said policy of insurance shall provide coverage for personal injury or damage to property caused by Hazardous Substances or any occurrence that may constitute a violation of any Environmental Laws by the Concessionaire. Said policy of insurance shall name the STATE as an additional insured. Concessionaire shall provide

proof of said insurance satisfactory to the STATE which shall include, at a minimum, the coverage provided and the term during which said policy shall be effective.

D. Airport Security. The Concessionaire shall comply with any and all of the security requirements covering the Airport and all applicable security access procedures, rules or regulations prescribed by the STATE and/or the Transportation Security Administration.

1. Security agreements. The Concessionaire shall enter into security agreements with the STATE that may be required by the Transportation Security Administration for security purposes covering the Airport, and said agreements shall become part of this Concession Agreement and the covenants, terms and conditions herein, although executed separately.

2. Concessionaire to maintain security. The Concessionaire shall also maintain security in such a manner that unauthorized persons shall not have access to any secure or restricted aircraft operations area through any portion of the Premises, and guests, visitors, invitees, agents or any other party acting with the permission of the Concessionaire, shall be under the control, supervision, or guidance of the Concessionaire when entering any secure or restricted operations area. The Concessionaire shall enter into any separate supplemental agreement required by the STATE or the Transportation Security Administration that covers Airport security requirements to ensure the protection of the Airport.

3. Failure to prevent violations. The Concessionaire accepts liability and responsibility (a) for the Concessionaire's failure to comply with any Airport security requirements and applicable security access procedures, rules or regulations prescribed by the STATE and/or the Transportation Security Administration and to prohibit unauthorized persons and vehicles from entering the Airport's restricted operations area through any portion of the Premises, and (b) for any reimbursement to the STATE for the STATE making direct payment to any citing authority for any fines or penalties of any and all airport security violations by the Concessionaire, its contractors, agents, representatives, guests or invitees. Failure to observe this security requirement shall be cause for the assessment of additional charges under this Concession Agreement and/or termination of this Concession Agreement by the STATE.

## ARTICLE XLII. STATE RESERVATIONS

The STATE may (a) at any time, upon reasonable advance written or oral notice, enter the Premises to show the Premises to interested parties, to post notices of non-responsibility, to re-measure the Premises, to repair any part of the Premises or adjoining areas, to install equipment for adjoining areas, to conduct a financial audit, and for any other lawful purpose; (b) without advance notice, enter the Premises to conduct an environmental audit, operational audit, or general inspection, or in an emergency. The STATE shall use reasonable efforts to minimize disruption to the Concessionaire's Concession operation. Such entry shall not constitute a forcible or unlawful entry into or a detainer of the Premises, or an eviction, actual or constructive, of the Concessionaire from the Premises. The STATE reserves the exclusive right to use all areas of the Airport not comprising the Premises, and the exterior walls and roofs of the Premises. The STATE reserves the exclusive right to use such areas, together with the right to install, maintain, use, repair, and replace pipes, ducts, conduits, wires, columns, equipment, appurtenances and structural elements serving other parts of the Airports in and through the Premises. This reservation in no way affects the Concessionaire's maintenance obligations contained in the Concession Agreement.

## ARTICLE XLIII. SURVIVAL OF OBLIGATIONS

A. STATE's right to enforce. Termination of this Concession Agreement, whether by expiration or sooner termination, shall not affect the right of the STATE to enforce any or all indemnities and representations and warranties given or made by the Concessionaire to the STATE under this Concession Agreement, nor shall it affect any provision of this Concession Agreement that expressly states it shall survive termination hereof, including, without limitation, Articles XI (Liability and Indemnity), XIII.B (Americans With Disabilities Act), XIII.C (Compliance with Environmental Matters), XXIV (Condemnation), XXV (Concession Bond), XXVI (Litigation), XXVII (Liens) and XLII (Brokers). The Concessionaire specifically acknowledges and agrees that, with respect to each of the Concessionaire's indemnities contained in this Concession Agreement the Concessionaire has an immediate and independent obligation to defend the STATE from any claim which actually or potentially falls within the

indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to the Concessionaire by the STATE.

B. Accrued obligations. The Concessionaire's obligation to make payments to the STATE in respect of accrued charges (including those which have not yet been billed) and to make repairs (including those relating to the return of the Premises to the STATE) which are accrued at the expiration or earlier termination of this Concession Agreement shall survive the expiration or earlier termination of this Concession Agreement.

**Appendix D**  
**Storm Water Pollution Control Plan Revision**  
**Form**

## Storm Water Pollution Control Plan Revision Form

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

PMID: \_\_\_\_\_

Significant Changes in Materials Used On-Site (such as installation or removal of AST or UST):

\_\_\_\_\_  
\_\_\_\_\_

Significant Changes in Maintenance Procedures (such as starting equipment washing or fueling operations):

\_\_\_\_\_  
\_\_\_\_\_

Significant Changes in Best Management Practices (such as installing an oil water separator or ceasing loading and unloading operations):

\_\_\_\_\_  
\_\_\_\_\_

Other Significant Changes:

Signature: \_\_\_\_\_

Send To:  
Hawaii Department of Transportation, Airports Division  
Engineering Branch, Environmental Unit  
Honolulu International Airport  
400 Rodgers Boulevard, Suite 700  
Honolulu, Hawaii 96819-1880