

TENANT AGREEMENT FOR COMPLIANCE WITH STATE AIRPORT DRAINAGE SYSTEM

Pursuant to Hawaii Administrative Rules (HAR), Chapter 11-55, tenant hereby agrees to implement best management practices (BMPs) to minimize any impact from tenant activities to the Airport drainage system. Please refer to the *Best Management Practice Field Manual for Operations at State of Hawaii Airports* located at <http://hidot.hawaii.gov/airports/doing-business/engineering/environmental/>

- 1. Name of Airport: _____
- 2. Name of Tenant*: _____
- 3. PMID(s) or Common Use Area: _____
- 4. Basin ID: _____

The Tenant* hereby agrees to the following:

- 1. The tenant shall indemnify and hold the State free and harmless of all consequences or liabilities resulting from the licensee’s operations.
- 2. The tenant shall provide appropriate BMPs and/or treatment devices for the removal of suspended solid particles, and/or other pollutants (such as oil and grease) in the discharge; such discharges shall meet the basic water quality criteria, identified in HAR Chapter 11-54-04 and any other applicable HAR sections, at the point of discharge into State waters.
- 3. The tenant must maintain and have on file an updated site-specific BMP plan (a site-specific protocol/manual or implement the most recent airport *Best Management Practice Field Manual for Operations at State of Hawaii Airports*, Storm Water Pollution Control Plan (SWPCP), Storm Water Pollution Prevention Plan (SWPPP), or similar that is specific to activities being conducted at the site, and identifies potential pollutants that may be generated. New or revised SWPCP or SWPPPs must be submitted to the Department of Transportation, Airports Division (DOTA), Environmental Section (AIR-EE) for review and approval prior to implementation at the facility.
- 4. The tenant is obligated to implement BMPs from their BMP plan, SWPCP, SWPPP or similar and prevent water quality violations to the DOTA MS4, drainage system, or State waters.
- 5. If required by HAR 11-55, Appendix B, the tenant shall obtain National Pollutant Discharge Elimination System (NPDES) permit coverage or a Conditional “No-Exposure” Exclusion (CNEE) as required by the State Department of Health (DOH) and submit a copy to DOTA. The tenant is required to follow all requirements listed within their permit or CNEE.
- 6. Upon recognizing an illicit discharge has occurred the tenant shall: cease activities; properly clean out affected storm drains or inlets; document the release as well as the cleanup effort; report the illicit discharge to AIR-EE; conduct additional training; and implement more stringent BMPs to prevent future discharges.
- 7. The tenant will at no time connect to DOTA’s Drainage System without prior approval through a Tenant Improvement Project Construction Submittal and an approved Construction Connection, Discharge, and Surface Runoff Permit.

* *Tenant/Licensee is any user of the airport including, but not limited to, lease holders, sub-lessees, service providers, and concessionaires. The signatory shall be the authorized representative for the facility or company operations.*

Agreement No:

Issuance Date:

8. Any spills or stains not cleaned immediately and properly (i.e. removal of sheen, cleaning of drainage structure if impacted, etc.) may be cleaned by DOTA personnel or their contractors. The cost associated with this cleaning may be passed on to the tenant.

Signature of Licensee

Date

Print Name and Title

Email

Company Name

Company Address

City, State, Zip Code

Contact Number

Fax Number

Approved:

Environmental Section Supervisor

Date

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*** For questions please contact the DOTA Environmental Section (AIR-EE) via email at DOT AIR Environmental Section dot.air.environmental@hawaii.gov*