
ATTACHMENT 3

ENFORCEMENT RESPONSE PLAN

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Enforcement Response Plan

Honolulu Harbor and Kalaeloa Barbers Point Harbor



State of Hawaii
Department of Transportation
Harbors Division
79 South Nimitz Highway
Honolulu, Hawaii 96813-5898

April 2020



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Enforcement Response Plan
Honolulu Harbor and Kalaeloa Barbers Point Harbor

Certification:

I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that this document and its attachments were prepared either by me personally or under my direction or supervision in a manner designed to ensure that qualified and knowledgeable personnel properly gather and present the information contained therein. I further certify, based on my personal knowledge or on my inquiry of those individuals immediately responsible for obtaining the information, that the information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowingly and willfully submitting a materially false statement.



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Title: Director of Transportation

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Table of Contents

1.0	INTRODUCTION	1
2.0	POLICY	3
3.0	DEFINITIONS.....	5
3.1	Types of Violations	5
3.1.1	Class I Violation	5
3.1.2	Class II Violation	5
3.2	Types of Enforcement	5
3.2.1	Verbal Warning.....	5
3.2.2	Written Warning	5
3.2.3	Notice of Apparent Violation (NAV)	5
3.2.4	Notice and Finding of Violation Order (NFVO)	6
3.2.5	Stop Work Order (SWO)	6
3.2.6	Assessment of Environmental Liquidated Damages (ELD).....	6
3.2.7	Cost of Labor and Materials (L&M).....	6
3.2.8	Withholding of Payments	6
3.2.9	Termination of Agreements (Leases, Revocable Permits, Contracts, etc.)	7
3.3	Types of Responsible Parties	7
3.3.1	Tenant	7
3.3.2	Contractor	7
3.3.3	Third Parties.....	7
4.0	CONSTRUCTION SITE RUNOFF CONTROL PROGRAM ENFORCEMENT PLAN.....	8
4.1	Scope	8
4.2	Policy of Escalating Enforcement.....	8
4.3	Enforcement Authority.....	9
4.3.1	Hawaii Department of Transportation, Air and Water Transportation Facilities Division, General Provisions for Construction Projects (Construction General Provisions).....	9
4.3.2	Project Special Provisions.....	13
4.3.3	Hawaii Department of Health	13
4.4	Roles and Responsibilities	14
4.4.1	Construction Engineers, Construction Project Managers, and Contractors.....	14
4.4.2	HDOT-Harbors Engineering Branch (HAR-E)	14
4.4.3	HDOT-Harbors Engineering Branch, Environmental Section (HAR-EE)	14
4.4.4	HAR-EE consultants / 3rd Party Inspectors.....	15
4.4.5	HDOT-Harbors Engineering Branch, Construction Section (HAR-EC).....	15

4.4.6	HDOT-Harbors Engineering Branch, Special Projects Section (HAR-ESP)	15
4.4.7	HDOT-Harbors Oahu District (HAR-O)	15
4.4.8	Harbor Traffic Control Unit (HAR-OCT)	15
4.4.9	Pier Utilization Unit (HAR-OCM)	16
4.4.10	Sanitation and Grounds Unit (HAR-OCG).....	16
4.4.11	Harbor Police (HAR-OE)	16
4.4.12	Deputy Director of HDOT-Harbors (DEP-H)	16
4.4.13	HDOT Office of Director (DIR)	16
4.4.14	HDOT Office of Environmental Compliance (ENV).....	16
4.4.15	Hawaii Department of Health (HDOH).....	17
4.5	Construction Site Runoff Control Program Enforcement Plan Process.....	17
4.5.1	Violations and Methods of Discovery	17
4.5.2	Enforcement Actions	17
Table 4-1. Timeframes for Addressing Construction Compliance Violations		20
Table 4-2. Schedule of Construction-Related Environmental Liquidated Damages.....		21
5.0	TENANT ENFORCEMENT PLAN.....	23
5.1	Scope	23
5.2	Policy of Escalating Enforcement.....	23
5.3	Enforcement Authority	23
5.4	Roles and Responsibilities	25
5.4.1	Tenants.....	25
5.4.2	HDOT-Harbors Engineering Branch, Environmental Section (HAR-EE).....	25
5.4.3	HAR-EE Consultants / 3rd Party Inspectors.....	26
5.4.4	HDOT-Harbors Engineering Branch (HAR-E)	26
5.4.5	HDOT-Harbors Oahu District (HAR-O)	26
5.4.6	Harbor Traffic Control Unit (HAR-OCT)	26
5.4.7	HDOT Pier Utilization Unit (HAR-OCM)	26
5.4.8	Sanitation and Grounds Unit (HAR-OCG).....	27
5.4.9	HDOT Harbor Police (HAR-OE)	27
5.4.10	HDOT-Harbors Property Management Staff (HAR-PM).....	27
5.4.11	Tenant Construction Managers (CM) and Contractors.....	27
5.4.12	Third Parties with HDOT-Harbors Agreements.....	27
5.4.13	HDOT-Harbors Administrator (HAR).....	28
5.4.14	Deputy Director of HDOT-Harbors (DEP-H)	28

5.4.15	HDOT Office of Environmental Compliance (ENV).....	28
5.4.16	HDOT Office of Director (DIR).....	28
5.4.17	Hawaii Department of Health (HDOH).....	28
5.5	Tenant Enforcement Program	28
5.5.1	Violations and Methods of Discovery	29
5.5.2	Enforcement Actions	29
Table 5-1. Timeframes for Addressing Tenant Compliance Violations.....		31
6.0	TRACKING AND REPORTING.....	33
7.0	RETENTION OF RECORDS.....	34

APPENDICES:

Appendix A: HDOT-Harbors Enforcement Organizational Chart

Appendix B: Enforcement Contact Phone Number List

Appendix C: Example of Record Keeping Workflow for Construction-Related Violations

Appendix D: Example of Notice of Apparent Violation

Appendix E: Example of Tenant Lease Agreement Addendum 1- Environmental Compliance

Appendix F: Example of Revocable Permit

Appendix G: Suspected Illicit Discharge Reporting Form

Appendix H: Example of Record Keeping Workflow for Tenant-Related Violations

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ACRONYMS:

AMS	Asset Management System
BMP	Best Management Practices
CCH	City and County of Honolulu
CD	Consent Decree
CFR	Code of Federal Regulations
CM	Construction Managers
CWA	Clean Water Act
CWB	State of Hawaii, Department of Health, Clean Water Branch
DEP-H	Deputy Director for Harbors, State of Hawaii Department of Transportation
DIR	Office of the Director, State of Hawaii Department of Transportation
ELD	Environmental Liquidated Damages
ENV	Office of Environmental Compliance, State of Hawaii Department of Transportation
EPA	U.S. Environmental Protection Agency
ERP	Enforcement Response Plan
HAR	Harbors Administrator
H.A.R.	Hawaii Administrative Rules
HAR-E	Harbors Division, Engineering Branch
HAR-EC	Harbors Division, Engineering Branch, Construction Section
HAR-ED	Harbors Division, Engineering Branch, Design Section
HAR-EE	Harbors Division, Engineering Branch, Environmental Section
HAR-EM	Harbors Division, Engineering Branch, Maintenance Section
HAR-ESP	Harbors Division, Engineering Branch, Special Projects Section
HAR-O	Harbors Division, Oahu District
HAR-OC	Harbors Division, Oahu District, Operations Section
HAR-OCG	Harbors Division, Oahu District, Operations Section, Custodial & Grounds Maintenance Unit
HAR-OCM	Harbors Division, Oahu District, Operations Section, Pier Utilization Unit
HAR-OCT	Harbors Division, Oahu District, Operations Section, Harbor Traffic Control Unit
HAR-OE	Harbors Division, Oahu District, Security and Enforcement Unit
HAR-OM	Harbors Division, Oahu District, Maintenance Section
HAR-PM	Harbors Division, Property Management Staff
HAR-S	Harbors Division, Staff Services
HDOH	State of Hawaii, Department of Health
HDOT	State of Hawaii, Department of Transportation
HDOT-Harbors	State of Hawaii, Department of Transportation, Harbors Division
HRS	Hawaii Revised Statutes
IDDE	Illicit Discharge Detection and Elimination
KBPH	Kalaeloa Barbers Point Harbor

L&M	Labor and Materials
MEP	Maximum Extent Practicable
MS4	Municipal Separate Storm Sewer System
NAV	Notice of Apparent Violation
NFVO	Notice and Finding of Violation Order
NGPC	Notice of General Permit Coverage
NPDES	National Pollutant Discharge Elimination System
O&M	Operation and Maintenance Plan
PM	Harbors Division Project Manager
SWO	Stop Work Order
SWMP	Stormwater Management Plan

1.0 INTRODUCTION

The State of Hawaii Department of Transportation (HDOT), Harbors Division (HDOT-Harbors) owns and operates Small Municipal Separate Storm Sewer Systems (MS4s) at Honolulu Harbor and at Kalaeloa Barbers Point Harbor (KBPH) on the island of Oahu. Stormwater flowing over HDOT-Harbors property into the drainage network of inlets, manholes, open channels, and trench drains enters the Small MS4s at each harbor and discharges into receiving waters.

Honolulu Harbor and KBPH are subject to the United States Environmental Protection Agency (EPA) National Pollutant Discharge Elimination System (NPDES) regulations and requirements of Title 40 Code of Federal Regulations (CFR) Part 122. Locally, the State of Hawaii Department of Health (HDOH) Clean Water Branch (CWB) oversees Hawaii's NPDES program in accordance with Chapter 342D of the Hawaii Revised Statutes (HRS) and Chapter 11-55 of the Hawaii Administrative Rules (H.A.R.). Notice of General Permit Coverages (NGPCs) for the two small MS4s (File Numbers HI 03KB482 and HI 03KB488) were initially granted by the HDOH in two letters dated May 19, 2003, which authorized stormwater and certain non-stormwater discharges to enter receiving State waters. Coverage for both harbors was extended by HDOH administrative extension until December 9, 2013, at which time HDOH renewed NGPCs for both harbors to a new expiration date of December 5, 2016. On December 2, 2016, HDOH issued an administrative extension of the NGPCs for Honolulu Harbor (File Number HI 03KB482) and KBPH (File Number HI 03KB488). The NGPCs are subject to HDOT-Harbors compliance under H.A.R. Chapters 11-55 Appendix A, Appendix K, and H.A.R. Sections 11-55-34.04(a), 11- 55-34.07, 11-55-34.11, 11-55-34.12, and any other applicable Sections of H.A.R. Chapters 11-55. The NGPC NPDES permits required HDOT-Harbors to develop a Stormwater Management Plan (SWMP), which was prepared in 2009 and subsequently revised in 2015. The SWMP identifies the control measures and Best Management Practices (BMP) to prevent and reduce potential pollutants from discharging into the small MS4s, which eventually empty into the receiving State waters.

On November 5, 2014, the EPA enjoined HDOH to enter into a Consent Decree (CD) with HDOT-Harbors in order to increase awareness, to improve the stormwater program, and to ensure compliance regarding HDOT-Harbors stormwater management. The CD (Civil Case 1:14-cv-00408-JMS-KSC) requires HDOT-Harbors to comply with specific requirements of the Clean Water Act (CWA), as amended, along with the provisions set forth in the NGPC NPDES permits. Paragraph 19 of the CD requires HDOT-Harbors to develop and implement an Enforcement Response Plan (ERP) to obtain compliance and deter non-compliance discharges from entering HDOT-Harbors' small MS4s. Therefore, this ERP was prepared in accordance with the CD, the NPDES NGPC permits for Honolulu Harbor and KBPH, and relevant sections of federal, state, and county laws, rules, and regulations.

Further instructions and direction on how the HDOT-Harbors' ERP should be prepared was provided by EPA Region 9 and the HDOH CWB during an October 16, 2016, meeting with the HDOT Director and his Harbors Division staff, as well as HDOT's Deputy Attorney General representative. At this meeting, EPA stated that they wanted certain aspects of the ERP built into HDOT-Harbors construction contracts and tenant leases and revocable permits. EPA noted that only those exceptional violations beyond HDOT-Harbors' capabilities, such as the September 2013 Matson molasses spill, should be referred to HDOH CWB. The ERP contained herein has been revised to follow these specific EPA Region 9 instructions and direction.

The purpose of this ERP is to serve as a procedural guide on how HDOT-Harbors will respond to instances of non-compliance with the NGPC NPDES permits for Honolulu Harbor and KBPH on Oahu and ensure that enforcement is conducted in an equitable, just, and consistent manner at Honolulu Harbor and KBPH. The overall goal of the HDOT-Harbors environmental enforcement program is to motivate and encourage Tenants, Contractors, and other harbor users to voluntarily comply with environmental laws, rules, regulations, and other obligations. This ERP defines the protocols of escalating enforcement measures and related penalties for failure to comply with required implementation of appropriate BMPs, corrective actions for illicit discharge of pollutants and/or illegal connection to the MS4, and documentation standards. This enforcement guide also applies to all illicit discharges within HDOT-Harbors MS4 jurisdiction, including responses to complaints and non-compliance associated with HDOT-Harbors Illicit Discharge Detection and Elimination (IDDE) Program.

The scope of this ERP only covers situations where activities originate within HDOT-Harbors MS4 jurisdiction at Honolulu Harbor and KBPH on Oahu. In addition to the MS4 storm node structures (inlets, outfalls, pipes, etc.), this MS4 jurisdiction at Honolulu Harbor and KBPH includes potential direct discharges from pier surfaces into the MS4. Should activities occurring outside of HDOT-Harbors jurisdiction contribute pollutants to the MS4, HDOT-Harbors will contact the neighboring and/or upstream jurisdictions (e.g. City and County of Honolulu or HDOT-Highways) in writing, informing them of the circumstances, and copy the HDOH on the communication.

2.0 POLICY

HDOT-Harbors manages and operates piers, wharfs, and fast lands in ten (10) commercial harbors on six (6) major islands throughout the State of Hawaii (State) to coordinate the movements of goods and passengers with overseas and inter-island shipping companies through a just-in-time delivery process. More than 80 percent of all goods consumed by Hawaii residents and its visitors are imported to the islands, and of that, more than 98.6 percent flows through the “Port Hawaii” commercial harbor system.

The purpose of this ERP is to support HDOT-Harbors’ vital ocean commerce role by ensuring that applicable environmental protection requirements are met at both Honolulu Harbor and KBPH in accordance with the requirements of the CD and NGPC MS4 permits for both harbors. The ERP is intended to serve as a procedural guide for instances of non-compliance with the NGPC MS4 permits by defining specific enforcement actions, timelines, roles, and responsibilities across HDOT-Harbors. See Appendix A for the HDOT-Harbors’ enforcement organizational chart and Appendix B for the enforcement contact phone number list.

In compliance with the CWA, HRS Chapter 342D, and H.A.R. Chapters 11-54 and 11-55, HDOT-Harbors is authorized to discharge stormwater runoff and certain non-stormwater discharges as identified in the NGPCs. The NGPCs require that HDOT-Harbors generally prohibit non-stormwater discharges through its system into State waters. Flows exempted from this prohibition by the NGPCs include:

- Water line flushing
- Landscape irrigation
- Diverted stream flows
- Rising ground waters
- Uncontaminated ground water infiltration as defined in 40 CFR 35.2005(20)
- Uncontaminated pumped groundwater
- Discharges from potable water sources and foundation drains
- Air conditioning condensate
- Irrigation water
- Springs
- Water from crawl space pumps and footing drains
- Lawn watering runoff
- Water from individual residential car washing
- Flows from riparian habitats and wetlands
- Dechlorinated swimming pool discharges
- Residual street wash water
- Discharges or flows from firefighting activities

However, exempt discharges must not cause or contribute to a violation of any water quality standard.

The enforcement options available to HDOT-Harbors range from administrative actions (including Verbal Warnings and Written Warnings) to the termination of agreements, such as Tenant leases, revocable permits, and construction contracts. In addition to applicable federal, state, and county laws, rules, and regulations, HDOT-Harbors regulatory and enforcement authority is found in:

- The construction contracts that provide HDOT-Harbors with the right of entry to conduct inspections and authority to issue a Stop Work Order (SWO) and/or withhold Contractor payments.
- The Tenant lease agreements, revocable permits, or other occupancy agreements that provide HDOT-Harbors with the right of entry to conduct inspections and authority to terminate leases, revocable permits, or other occupancy agreements, through the processes, as applicable, identified in HRS Title 12 Chapter 171 and Title 15 Chapter 266, and H.A.R. Title 19 (Chapters 41 through 44).

3.0 DEFINITIONS

3.1 Types of Violations

There are two types of violations, Class I and Class II, which are based on potential to discharge or cause environmental harm, magnitude of the violation, duration of the violation, and violator's compliance history.

3.1.1 Class I Violation

Violations which are related to submittal of permit applications, BMP failure due to lack of maintenance, ongoing or imminent discharges of pollutants, other activities capable of causing imminent impact to the environment, or where the violator has a previous history of non-compliance.

3.1.2 Class II Violation

Violations that pose no significant impact to the environment and are easily preventable, or are administrative in nature. Class II violations include record keeping, reporting, BMP maintenance or installation problems, or other activities when there is ample time for correction prior to the discharge of pollutants, and where the violator has not had a previous history of non-compliance.

3.2 Types of Enforcement

3.2.1 Verbal Warning

A Verbal Warning is a spoken reprimand or a disciplinary measure which will be given verbally to a responsible party regardless of the severity of the findings. In most cases, Verbal Warnings provide a more effective and efficient way to communicate to the responsible party the need to take corrective actions. If a Verbal Warning is given during an inspection, it will be documented in the inspection report. The inspection report will be filed with the Tenant's lease or revocable permit and other records.

3.2.2 Written Warning

A Written Warning is a document that cites potential violations. This Written Warning letter commonly includes a description of measures the responsible parties may take to remedy the situation with a compliance deadline. A Written Warning will be issued to the responsible party by certified or registered mail when the finding is limited to conditions that do not pose an imminent threat to public health, the environment, or property (for both Class I and Class II violations).

3.2.3 Notice of Apparent Violation (NAV)

A NAV is a formal document that officially informs the responsible party that a potential violation has been identified. The NAV is signed by DEP-H and is sent to the responsible party by certified or registered mail with a compliance deadline. The NAV also includes recommendations on compliance actions (which may include specific corrective actions and/or submission of a Corrective Action Plan) to address potential violations. An example of a NAV is found in Appendix D.

3.2.4 Notice and Finding of Violation Order (NFVO)

A NFVO is a formal document that contains a unilateral directive requiring the responsible party to take steps to correct violations of laws, rules, and regulations. Administrative orders, such as a NFVO, are authorized by HRS Title 15, Chapter 266, and are sent to the responsible party by certified or registered mail. HDOH CWB is copied on this correspondence.

3.2.5 Stop Work Order (SWO)

A SWO is a formal document that requires the responsible party to stop any activity (including construction) upon receipt of the order, and immediately rectify any violation noted in the letter (or electronic mail message). SWOs will cite any prior warnings issued by HDOT-Harbors, the ongoing violation and/or the occurrence causing significant harm, and the HDOT-Harbors contract clauses that address work stoppage.

3.2.6 Assessment of Environmental Liquidated Damages (ELD)

At the discretion of the manager of the HDOT-Harbors Engineering Program (HAR-E), a Contractor may be assessed ELD in addition to issuance of a NAV or NVFO. ELD may also be issued with or without a previous Verbal Warning or Written Warning. ELD may be assessed for the following: non-compliances which have not been corrected in the stated timeframe, failure to take corrective actions after a Verbal Warning or Written Warning, Contractors who are not responsive to HDOT-Harbors' directives, repeated non-compliance, non-compliances that have the potential to cause an illicit discharge, and/or an illicit discharge that has occurred. As further described below, ELDs fall under the liquidated damages provided for in the HDOT-Harbors' Hawaii Department of Transportation, Air and Water Transportation Facilities Division, General Provisions for Construction Contracts (Construction General Provisions).

3.2.7 Cost of Labor and Materials (L&M)

If a Contractor fails to correct violations within the timeframe specified and HDOT-Harbors corrects the issues, the Contractor will be assessed the actual costs for materials and labor incurred by HDOT-Harbors to provide necessary corrective measures. These costs will be assessed by HAR-E in addition to ELD calculated pursuant to this ERP.

3.2.8 Withholding of Payments

HAR-E may choose to withhold payments if a Contractor fails to comply with regulatory, permit, and/or project-specific requirements in accordance with the contract.

3.2.9 Termination of Agreements (Leases, Revocable Permits, Contracts, etc.)

The termination of a lease, revocable permit, or other contract by HDOT-Harbors is documented with a formal letter issued by DEP-H (for Tenant enforcement cases) or DIR (for HDOT-Harbors construction cases). This document requires that the responsible party immediately stop any activity deemed in violation upon receipt of the letter and rectify any violation noted in the letter as soon as possible. The termination letter will document the environmental laws and/or rules that were violated, the provisions of the applicable agreement under which the party is in default, and the date the responsible party is expected to vacate the property or job site, pursuant to the processes, as applicable, provided in HRS Title 12 Chapter 171 and Title 15 Chapter 266, and H.A.R. Title 19 (Chapters 41 through 44), as well as the agreement itself. A Written Warning, NAV, NFVO, or SWO may be used as a notice of breach and issued as appropriate to the responsible party prior to the termination action for leases and revocable permits, respectively.

3.3 Types of Responsible Parties

3.3.1 Tenant

A Tenant is a responsible party that has entered into an agreement with HDOT-Harbors in the form of a lease, revocable permit, or other occupancy agreement. Tenants are ultimately responsible for ensuring that their activities comply with all provisions listed in the Tenant lease, revocable permit, or other occupancy agreement, including all federal, state, and county laws, rules, and regulations that apply to the subject premises. Tenants are also responsible for ensuring that all third-parties that have agreements with the Tenant (e.g. business and service contracts/agreements) comply with all provisions listed in the Tenant lease, revocable permit, or other occupancy agreement, including all federal, state, and county laws, rules, and regulations that apply to the subject premises.

3.3.2 Contractor

A Contractor is a responsible party that has entered into an agreement with HDOT-Harbors in the form of a construction contract. Contractors are ultimately responsible for ensuring that their activities comply with all provisions listed in the construction contract agreement including all federal, state, and county laws, rules, and regulations that apply. Contractors are also responsible for ensuring that all personnel, including subcontractors, comply with all provisions listed in the agreement, including all federal, state, and county laws, rules, and regulations.

3.3.3 Third Parties

Third parties are responsible parties that have formal agreements with HDOT-Harbors or HDOT-Harbors Tenants. Such entities include, but are not limited to, responsible parties which have agreements with HDOT-Harbors that do not fall under the category of leases, revocable permits, or other occupancy agreements. Pursuant to HRS Title 15 Chapter 266 and H.A.R. Title 19 (Chapters 41 through 44), these responsible parties typically have agreements with HDOT-Harbors or HDOT-Harbors Tenants such as service or business contracts. Enforcement related to third parties with HDOT-Harbors agreements may extend to the Tenant in cases where a clear relationship or obligation is apparent.

4.0 CONSTRUCTION SITE RUNOFF CONTROL PROGRAM ENFORCEMENT PLAN

The HDOT-Harbors Construction Site Runoff Control Program is an element of the SWMP that seeks to limit the impact of construction activities on the stormwater conveyance system and receiving water bodies. The program is intended for Contractors, designers, Tenants, and developers to comply with HDOT-Harbors rules and regulations, HDOH NPDES permit requirements, and all other federal, state, and county laws, rules, and regulations.

Construction projects at HDOT-Harbors are managed in two ways: 1) HDOT-Harbors projects, which are managed by HDOT-Harbors personnel, or 2) Tenant improvement projects, which are typically managed by the Tenant(s) with concurrence from HDOT-Harbors.

HDOT-Harbors' construction projects are those that are developed with State funding to improve facilities and are managed by HDOT-Harbors. These projects are typically assigned to a HDOT-Harbors Project Manager (PM), who oversees the project during the design phase and a Construction Manager (CM) during the construction phase. For a typical HDOT-Harbors commission project, HDOT-Harbors Design Section (HAR-ED) and HDOT-Harbors Maintenance Section (HAR-EM) assign a Design Project Manager to the design project, whereas HDOT-Harbors Special Projects Section (HAR-ESP) assigns a HDOT-Harbors Modernization Project (HMP) Project Manager/Engineer for HDOT-Harbors Modernization Projects. During the construction phase, HDOT-Harbors Construction Section (HAR-EC) assigns a construction engineer as the CM for HDOT-Harbors Commission (H.C.) project and the assigned HAR-ESP HMP Project Manager/Engineer typically remains with the project as the CM for HDOT-Harbors Modernization Project. In addition, HAR-ESP may contract a third-party consultant to serve as the HMP CM.

This Construction Site Runoff Control Program Enforcement Plan, as a necessary extension and application of the Construction Site Runoff Control Program, is intended to serve as an enforcement guide for HDOT-Harbors personnel when dealing with responsible parties who fall within the scope described below in Section 4.1.

4.1 Scope

This HDOT-Harbors Construction Site Runoff Control Program Enforcement Plan only applies to cases where a suspected compliance violation originates from, or is observed within, a property under construction that is directly contracted and managed by HDOT-Harbors. Refer to the Tenant Enforcement Plan (Section 5) for enforcement guidelines related to Tenant improvement projects.

4.2 Policy of Escalating Enforcement

HDOT-Harbors requires all contract construction projects to implement BMPs to prevent the discharge of pollutants from construction project sites in accordance with the small MS4 permits, policies, standards, and project-specific requirements and permits. As allowed by the various mechanisms described below in Section 4.3, HDOT-Harbors is authorized to take enforcement action for non-compliances in accordance with this ERP.

The enforcement actions to be utilized by HDOT-Harbors, in order of increasing severity, are as follows (refer to Section 3.2 for more information on enforcement actions):

- Verbal Warning
- Written Warning
- Notice of Apparent Violation (NAV)
- Notice of Finding and Violation Order (NFVO)
- Stop Work Order (SWO)
- Assessment of Environmental Liquidated Damages (ELD)
- Cost of Labor and Materials (L&M)
- Withholding of Payments
- Contract Termination

HDOT-Harbors' enforcement actions are not exclusive to a single occurrence or incident and may be used concurrently with one another. Except as specifically provided otherwise, these enforcement actions do not preclude enforcement actions by and under any other federal, state, or municipal authorized enforcement agencies.

4.3 Enforcement Authority

Contract construction projects are required to implement BMPs to prevent the discharge of pollutants in accordance with the small MS4 permits, policies, standards, requirements, and/or other applicable permits. In accordance with this ERP, and in addition to any project specific requirements and applicable permits, HDOT-Harbors may use the mechanisms and guidance documents described below for enforcement authority on construction projects.

4.3.1 Hawaii Department of Transportation, Air and Water Transportation Facilities Division, General Provisions for Construction Projects (Construction General Provisions)

The Construction General Provisions are general conditions which are included in all HDOT-Harbors construction contracts. The following are selected provisions from the Construction General Provisions which address certain of the enforcement actions set forth in this Construction Site Runoff Control Program Enforcement Plan.

General Provisions Section 6.8 Non-Conforming Materials

Non-Conforming Materials. All materials not conforming to the contract requirements, whether in place or not, shall be promptly removed from the site of the work when directed by the Engineer in writing. If the Contractor fails to comply forthwith with any order of the Engineer made under the provisions of this subsection, the Engineer shall have the authority to remove and replace non-conforming materials and charge the removal and replacement to the Contractor.

General Provisions Section 8.3 Preconstruction Data Submittal

Preconstruction Data Submittal. The awardee shall submit to the Engineer, for information and review, the preconstruction data within 30 days after the execution of the contract. Until the items listed below are received and found acceptable by the Engineer, the Contractor shall not commence work unless otherwise authorized to do so in writing and subject to such conditions set by the Engineer. No progress payment will be made to the Contractor until the Engineer acknowledges, in writing, receipt of the following preconstruction data submittals acceptable to the Engineer:

- (1) List of the Superintendent and other Supervisory Personnel.
- (2) Name of person(s) authorized to sign for the Contractor.
- (3) Work Schedule.
- (4) Initial Progress Schedule (See Section 8.6 Progress Schedules).
- (5) Water Pollution and Siltation Control Submittals.
- (6) Solid Waste Disposal Form.
- (7) Tax Rates.
- (8) Insurance Rates.
- (9) Certificate of Insurance, satisfactory to the Engineer, indicating that the Contractor has in place all insurance coverage required by the contract documents.
- (10) Schedule of Values.
- (11) List of suppliers.
- (12) Shop drawings and material data sheets.
- (13) Other submittals as directed by the Engineer.

General Provisions Section 8.8 Liquidated Damages for Failure to Complete the Work or Portions of the Work on Time

Liquidated Damages for Failure to Complete the Work or Portions of the Work on Time. The actual amount of damages resulting from the Contractor's failure to complete the contract in a timely manner is difficult to accurately determine. Therefore, the amount of such damages shall be liquidated damages as set forth herein and in the Special Provisions, Invitation for Bid, or Request for Proposal. The State may, at its discretion, deduct the amount from monies due or that may become due under the contract.

When the Contractor fails to reach substantial completion of the work for which liquidated damages are specified, within the time or times fixed in the contract or any extension thereof, in addition to all other remedies for breach that may be available to the State, the Contractor shall pay liquidated damages to the State, in the amount specified in the contract documents.

If a contract time extension is granted for part but not all of the project, the Engineer may make a reasonable apportionment of the liquidated damages amount among the different completion dates.

General Provisions Section 8.9 Fines and Other Penalties

Fines and Other Penalties. In addition to any compensatory remedies available to the State arising out for the Contractor's failure to complete the work by the contract completion date including, but not limited to, liquidated damages, the Contractor shall reimburse the State for any fines, penalties, citations, or fees levied by a third party against the State arising from the late completion of the work.

General Provisions Section 8.10 Suspension of Work

- (a) Suspension of Work. The Engineer may, by written order, suspend the performance of the work, either in whole or in part, for such periods as the Engineer may deem necessary. Unless instructed otherwise by the Engineer, the Contractor shall be responsible for the maintenance and protection of the work during the period of suspension. Suspension may be ordered for any cause, including, but not limited to:
 - (1) Unanticipated weather or soil conditions considered unsuitable for prosecution of the work.
 - (2) Whenever a redesign that may affect the work is deemed necessary by the Engineer.
 - (3) Unacceptable noise or dust arising from the construction, even if it does not violate any law, regulation, or permit.
 - (4) Failure on the part of the Contractor to:
 - (A) Correct conditions unsafe for the general public or for the workers
 - (B) Carry out orders given by the Engineer.
 - (C) Perform the work in strict compliance with the provisions of the contract.
 - (D) Provide adequate supervision on the jobsite.
 - (5) The convenience of the State.
- (b) Partial and Total Suspension. Suspension of work on some but not all items of work shall be considered a "partial suspension." Suspension of work on all items shall be considered "total

suspension.” The period of suspension shall be computed from the date set out in the written order for work to cease until the date of the order for work to resume.

General Provisions Section 8.11 Termination of Contract for Cause

- (a) Default. If the Contractor refuses or fails to perform the work, or any separable part thereof, with such diligence as will assure its completion within the time specified in this contract, or any extension thereof, or commits any other material breach of this contract, and further fails within seven days after receipt of written notice from the Engineer to commence and continue correction of the refusal or failure with diligence and promptness, the Engineer may, by written notice to the Contractor, declare the Contractor in breach and terminate the Contractor’s right to proceed with the work or the part of the work as to which there has been delay or other breach of contract. In such event, the State may take over the work, perform the same to completion, by contract or otherwise, and may take possession of, and utilize in completing the work, the materials, appliances, and plants as may be on the site of the work and necessary therefore. Whether or not the Contractor’s right to proceed with the work is terminated, the Contractor and the Contractor’s sureties shall be liable for any damage to the State resulting from the Contractor’s refusal or failure to complete the work within the specified time.
- (b) Additional Rights and Remedies. The rights and remedies of the State provided in this contract are in addition to any other rights and remedies provided by law.
- (c) Costs and Charges. All costs and charges incurred by the State, together with the cost of completing the work under contract, will be deducted from any monies due or which would or might have become due to the Contractor had it been allowed to complete the work under the contract. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay the State the amount of the excess.

In case of termination, the Engineer will limit any payment to the Contractor in the part of the contract satisfactorily completed at the time of termination. Payment will not be made until the work has satisfactorily been completed and all required documents, including the tax clearance required by Section 9.11 Final Payment, are submitted by the Contractor. Termination shall not relieve the Contractor or Surety from liability for liquidated damages.

- (d) Erroneous Termination for Cause. If, after notice of termination of the Contractor’s right to proceed under this section, it is determined for any reason that good cause did not exist to allow the State to terminate as provided herein, the rights and obligations of the parties shall be the same as and the relief afforded the Contractor shall be limited to the provisions contained in Section 8.12 Termination for Convenience.

General Provisions Section 9.10 Retainage; Withholding of Payment for Unsatisfactory Progress

- (a) Retainage. If the Engineer finds that satisfactory progress is being made, an amount equivalent to 5 percent of the first 50 percent of the whole will be deducted from the total of the amounts ascertained as payable and will be retained by the Department until after completion of the entire contract in an acceptable manner. After 50 percent of the work has been completed, the Department shall make any of the remaining progress payments in full provided progress is satisfactory.
- (b) Withholding of Payment for Unsatisfactory Progress. If the Contractor is progressing or performing the work unsatisfactorily, the Engineer, upon written notice to the Contractor, may withhold sums not exceeding 5 percent of the total contract price from subsequent progress payments.

The Engineer may deduct, from any amounts due to the Contractor, sums assessed as liquidated damages as well as any other charges against the Contractor allowed by law or the contract documents.

If the Contractor refuses or fails to comply with the laws and regulations dealing with equal employment opportunity, affirmative action, non-discrimination, labor compliance, implementing and maintaining the BMP and NPDES standards, and disadvantaged business enterprise requirements, the Engineer, at its sole discretion and upon written notice to the Contractor, may withhold any or all of the monthly progress payments that are due or to become due.

With the approval of the State, the Contractor may withdraw, from time to time, the whole or any portion of the sum withheld after endorsing over to the State and depositing with the State any general obligation bond of the State or its political subdivisions suitable to the State. But in no case will the bond have a face value less than the value of the amount to be withdrawn. The State may sell the bond and use monies directly withheld from progress payments or the final payment.

4.3.2 Project Special Provisions

Depending on the nature and the location of the project, additional project specific requirements may apply.

4.3.3 Hawaii Department of Health

The HDOH's role in HDOT-Harbors' enforcement activities includes HDOH's authority under HRS Chapter 342D to implement and enforce conditions for construction projects holding NGPCs or NPDES Individual Permits. In addition, HDOT-Harbors may also refer specific enforcement cases associated with the small MS4s to the HDOH after HDOT-Harbors has exhausted all of its available enforcement options described above.

4.4 Roles and Responsibilities

4.4.1 Construction Engineers, Construction Project Managers, and Contractors

Construction engineers, construction project managers, Contractors, and related personnel are under contract to complete various projects under management by HDOT-Harbors. These parties are required to comply with their respective contracts, agreements, and permits, in addition to all applicable federal, state, and county laws, rules, and regulations. Compliance includes the installation and maintenance of appropriate BMPs to prevent illicit discharges to the maximum extent practicable. The Contractor has the primary responsibility for inspection and maintenance of its site-specific BMPs in order to ensure that the BMPs are properly implemented, functioning effectively, and maintained as needed (e.g., deteriorated fabric filter replacement). All changes to the approved BMPs are required to be documented on the site-specific BMP plans or similar documents. If illicit discharges, reportable spills or other Class I violations are observed, HDOT-Harbors' construction engineers and inspectors, modernization project managers, contractors, HDOT-Harbors employees, and related personnel should notify HDOT-Harbors Engineering Branch, Environmental Section (HAR-EE), or the Harbor Traffic Control Unit (HAR-OCT) if after hours, and any other authorities if applicable.

4.4.2 HDOT-Harbors Engineering Branch (HAR-E)

HAR-E is responsible for overseeing all sections within the HDOT-Harbors Engineering Branch that manage projects from project planning to completion of construction. Specifically, HAR-E oversees the actions of the Planning Section (HAR-EP), Design Section (HAR-ED), Maintenance Section (HAR-EM), Construction Section (HAR-EC), Special Projects Section (HAR-ESP), and Environmental Section (HAR-EE). HAR-E provides engineering management and stormwater program oversight for the HDOT-Harbors overall environmental compliance activities, including enforcement cases relating to suspected environmental violations associated with HDOT-Harbors projects (Tenant-construction projects are covered in Section 5 of this ERP). HAR-E may act on issuing Written Warnings, Withholding of Payments, Stop Work Orders, Assessment of Environmental Liquidated Damages, and Cost of Labor and Materials, as applicable.

4.4.3 HDOT-Harbors Engineering Branch, Environmental Section (HAR-EE)

HAR-EE is the lead section in ensuring compliance by HDOT-Harbors with all environmental matters within the division. HAR-EE is responsible for providing technical assistance and recommendations to HAR-E with construction site runoff control program enforcement cases relating to suspected environmental violations when HAR-EE becomes aware of issues of non-compliance during routine inspections, investigations, complaints, reports, or administrative acts of non-compliance. It is the responsibility of HAR-EE to ensure that appropriate enforcement actions are taken in a timely manner and to track the responsible party's response to enforcement actions (including recording and reporting within HDOT-Harbors Cityworks® asset management system (AMS)) with the goal of achieving compliance. In certain cases where immediate corrective action is necessary, HAR-EE may communicate issues of non-compliance to the responsible party (Contractor or construction manager) via Verbal Warning and/or Written Warning (on behalf of HAR-E). Where applicable, HAR-EE will provide technical support to HAR-EC, HAR-ESP, HAR-E, and/or DEP-H during escalating enforcement actions.

4.4.4 HAR-EE consultants / 3rd Party Inspectors

HAR-EE consultants and 3rd party inspectors are responsible for assisting HDOT-Harbors in maintaining compliance with existing regulations including, but not limited to, inspections of construction sites. During inspections, issues of non-compliance are communicated to the responsible party (Contractor) via Verbal Warning. These Verbal Warnings will be followed up with Written Warning letters and copies of the inspection reports identifying the non-compliance items requiring attention and correction. The timely submission of inspection reports to HAR-EE is the primary method of communicating potential violations (both Class I and Class II violations) to HAR-EE. If suspected illicit discharges or other Class I violations are observed, consultants and 3rd party inspectors are instructed to promptly notify HAR-EE (or HAR-OCT if after hours). These suspected illicit discharges or Class I violations will be immediately investigated by HAR-EE and communicated to all responsible division components (particularly HAR-E and DEP-H), where applicable.

4.4.5 HDOT-Harbors Engineering Branch, Construction Section (HAR-EC)

HAR-EC is responsible for assisting with enforcement-related actions on HDOT-Harbors construction projects. This includes conducting site inspections and related enforcement actions. With technical assistance provided by HAR-EE, HAR-EC issues Verbal Warnings, and assists HAR-E with the issuance of Written Warnings, SWOs, withholding of payments, assessment of ELD and/or costs for labor and materials to correct the noncompliance. For enforcement of the construction site runoff control program, DEP-H issues any NAVs generated under the escalating enforcement policy.

4.4.6 HDOT-Harbors Engineering Branch, Special Projects Section (HAR-ESP)

HAR-ESP is responsible for assisting with enforcement related actions associated with HDOT-Harbors construction contracts for specific projects. With technical assistance provided by HAR-EE, HAR-ESP issues Verbal Warnings and assists HAR-E with the issuance of Written Warnings, SWOs, withholding of payments, assessment of ELD and/or costs for labor and materials to correct the noncompliance. For enforcement of the construction site runoff control program, DEP-H issues any NAVs generated under the escalating enforcement policy.

4.4.7 HDOT-Harbors Oahu District (HAR-O)

HAR-O is responsible for the management of all activities at Honolulu Harbor and KBPH on Oahu. In particular, HAR-O is responsible for providing the overall direction and assignments, as well as the resources needed, to the district components assigned to accomplish the specific day-to-day operation and maintenance tasks required at the harbors.

4.4.8 Harbor Traffic Control Unit (HAR-OCT)

As part of the Harbors Stormwater Program implementation, HAR-OCT personnel are responsible for reporting suspected illicit discharges (Appendix G) and other issues of environmental non-compliance to HAR-EE (and other authorities/personnel if applicable) when notified.

4.4.9 Pier Utilization Unit (HAR-OCM)

HAR-OCM includes the marine cargo specialists, harbor agents, and their supervisor(s). As part of the Harbors Stormwater Program implementation, these personnel are responsible for inspecting storm drains and overseeing pier-side areas and activities, particular the loading and unloading of cargo. In addition, marine cargo specialists complete routine inspections of MS4 drain inlets and open channels. HAR-OCM will notify HAR-OCT of suspected illicit discharges (Appendix G) when observed or informed.

4.4.10 Sanitation and Grounds Unit (HAR-OCG)

As part of the Harbors Stormwater Program implementation, HAR-OCG personnel are responsible for comprehensive storm drain inspections and cleaning, street sweeping, and debris removal. HAR-OCG will notify HAR-OCT of suspected illicit discharges (Appendix G) when observed or informed or reported to them.

4.4.11 Harbor Police (HAR-OE)

HAR-OE routinely patrol Honolulu Harbor and KBPH areas. As part of the Harbors Stormwater Program implementation, they are responsible for reporting suspected illicit discharges (Appendix G) to HAR-OCT when observed or informed or reported to them. In addition to their routine patrols, HAR-OE also have the authority to issue citations/summons in specific circumstances pursuant to HRS Section 803-6; in such cases where citations are necessary, HAR-OE will refer a copy of the citation to the District Court and will provide a copy of the report to HAR-PM and HAR-EE for review, follow up inspection, and recommended actions.

4.4.12 Deputy Director of HDOT-Harbors (DEP-H)

DEP-H is responsible for ensuring that the procedures within this ERP are implemented. It is the responsibility of the DEP-H or his designee to ensure that appropriate enforcement actions are taken in a timely manner with the goal of achieving compliance. If Contractors fail to comply after a NAV has been previously issued by DEP-H, DEP-H will determine if additional methods of escalating enforcement are needed.

4.4.13 HDOT Office of Director (DIR)

DIR has the responsibility and authority to ensure that all operational divisions of HDOT comply with all federal, state, and county laws, rules, regulations, and permits. DIR ultimately oversees the HDOT-Harbors Construction Site Runoff Control Program and has the authority to issue the termination of a construction contract if warranted.

4.4.14 HDOT Office of Environmental Compliance (ENV)

Per the CD, ENV has the responsibility and authority to ensure HDOT complies with all federal, state, and county laws, rules, regulations, and permits relating to MS4 compliance. ENV receives notifications in writing for any reported violations. ENV reports directly to DIR and performs audits of the operating divisions of HDOT.

4.4.15 Hawaii Department of Health (HDOH)

HDOH personnel are responsible for the escalation of enforcement when all enforcement measures available to HDOT-Harbors have been exhausted. HRS Chapter 342D provides the HDOH with the procedures, rules, and regulations for the enforcement of the State's Clean Water Program.

4.5 Construction Site Runoff Control Program Enforcement Plan Process

The goal of the HDOT-Harbors Construction Site Runoff Control Program Enforcement Plan is to motivate and encourage Contractors to voluntarily comply with their environmental obligations as part of their contractual relationship with the HDOT-Harbors while also setting forth enforcement mechanisms as needed.

4.5.1 Violations and Methods of Discovery

The appropriate staff at HDOT-Harbors seek to assist the Contractors, without being prescriptive, on how a Contractor can achieve environmental compliance. Violations arise when a Contractor is not in compliance with the applicable contract documents and/or permits, such as when the Contractor fails to address non-compliances as directed by HDOT-Harbors and/or when the Contractor discharges pollutants from construction sites.

Categories of non-compliances include BMP deficiencies and failure to meet administrative requirements. Non-compliances may be identified through the following sources:

- HDOT-Harbors personnel conducting routine activities, such as driving to or from construction sites or when inspecting activities at a site.
- Project and permit required inspections/monitoring.
- Contractor compliance activities, such as conducting and submitting inspection reports, or preparing, implementing, and updating Stormwater Pollution Prevention Plans or Site-Specific BMP Plans.
- Public complaints.
- Regulatory agency inspections or audits.

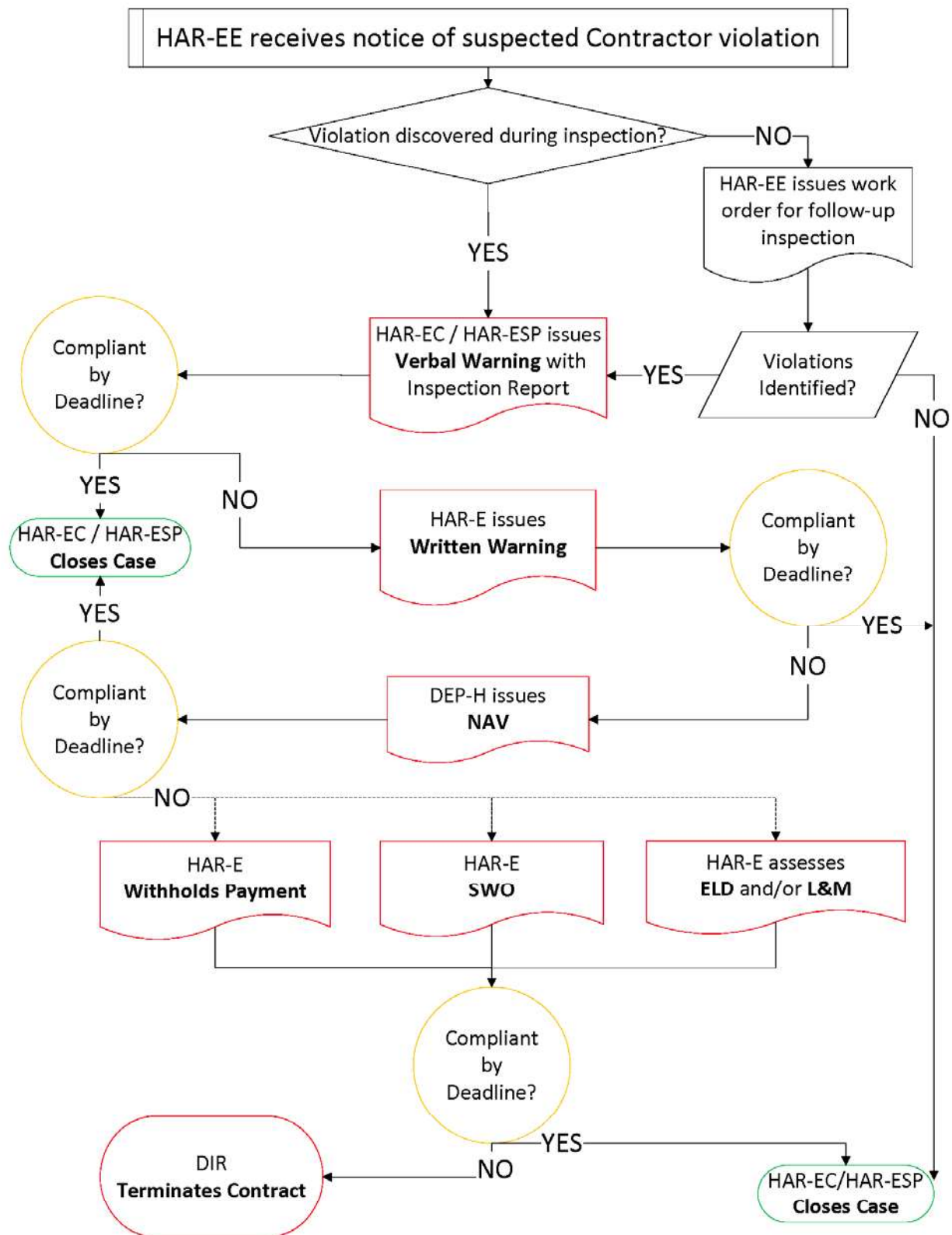
If the discovery of the potential violation was not during an HAR-EE inspection or investigation, in those instances, HAR-EE will initiate a work order (in the Cityworks® AMS) for an investigation to assess the potential non-compliance issue.

4.5.2 Enforcement Actions

In the event that a construction site violation is identified, HDOT-Harbors staff will identify the appropriate enforcement response. If compliance is not achieved, HDOT-Harbors staff will follow the procedure described below to implement and escalate (if necessary) enforcement. Note that HDOT-Harbors staff have the authority to skip steps in the enforcement progression for particularly egregious circumstances. Figure 4-1 presents a flow chart for non-compliance and escalating enforcement.

Following an inspection or investigation by HAR-EE (or a HAR-EE consultant) resulting in the identification of non-compliant violations, a Verbal Warning may be provided to the Contractor, which is recorded in the inspection report. The inspection report will contain deadlines for corrective action within the timeframes allowed in Table 4-1 Timeframes for Addressing Construction Non-Compliant Violations. If the deficiencies cited are not resolved within the timeframes in the inspection report, a Written Warning will be issued by HAR-E that contains a deadline for corrective actions (typically 7 or 20 calendar days, or as determined appropriate by the inspector or HAR-E). If non-compliance issues are not corrected within the deadline provided, HAR-EE will provide a recommendation to HAR-E to issue more severe penalties. HAR-EC/HAR-ESP also has the option to bypass the Verbal Warning in certain situations, such as a Contractor who has a history of non-compliance incidents or if a potential violation poses an immediate threat to the public, the environment, or property. In such situations, HAR-E can issue a Written Warning accompanied by the inspection report that includes a deadline for corrective action. With the recommendation provided by HAR-EC/HAR-ESP, HAR-E can also issue a Stop Work Order if the violation poses an imminent threat to the public, the environment, or property.

Figure 4-1. Construction Enforcement Flow Chart



Enforcement steps can be bypassed if warranted by the severity of the violation.

Table 4-1. Timeframes for Addressing Construction Compliance Violations

Type of Non-Compliance	Description	Timeframe to Complete	Exceptions	Exception Timeframe
Track-Out	Any time vehicles leaving a construction site track sediment/ gravel off-site (e.g., onto roadway)	End of same work day as it occurs	Track-out occurs during non-working hours	End of the next work day
Drain Inlet Protection	Inlet protection BMPs require maintenance	End of same work day during which it is found	Infeasible to complete by close of work day during which it is found	End of the following work day
Routine Maintenance	BMPs installed per accepted BMP Plan need regular maintenance	Close of the next work day	None	Not Applicable
Significant Repair	Lack of repair to BMPs that were heavily damaged (e.g., damaged due to a storm event or other major event)	No later than 7 calendar days from time of discovery	Infeasible to complete within 7 calendar days	Temporary repairs within 7 days, expeditious installation of replacement BMPs when obtained
New Sediment Erosion Control BMP	Installation of additional BMPs that were not on the accepted BMP Plan (this requires an amendment)	No later than 7 calendar days from time of discovery	None	Not Applicable
Replacement Sediment Control BMP	Installed BMPs need to be replaced	No later than 7 calendar days from time of discovery	Infeasible to complete within 7 calendar days; not considered Routine Maintenance	Temporary repairs within 7 days, expeditious installation of replacement BMPs when obtained
Stabilization (Non-Vegetative)	Need to install temporary non-vegetative stabilization measures to minimize erosion	7 calendar days	Discharging to non-impaired waters	14 calendar days
Stabilization (Vegetative)	All activities necessary to initially seed or plant the area to be stabilized	7 calendar days	Discharging to non-impaired waters	14 calendar days

If the Contractor fails to take corrective actions to reach compliance by the deadline provided, DEP-H will issue a NAV. If the Contractor still does not respond and fails to address items by the compliance deadline as indicated in the NAV, HAR-E will escalate enforcement to one or more of the following methods: Withhold Payment, SWO, assessment of ELD, or assessment of costs for labor and materials to correct the noncompliance. See Table 4-2 Schedule of Construction-Related Environmental Liquidated Damages for an ELD schedule for compliance violations.

Table 4-2. Schedule of Construction-Related Environmental Liquidated Damages

Non-Compliance	Amount
Failure to submit a Notice of Intent or otherwise obtain a permit.	\$1,000 per calendar day per violation
Failure to comply with the conditions specified in the Notice of General Permit Coverage (NGPC) or Individual NPDES Permit, or any other applicable permit.	\$1,000 per calendar day per violation
Failure to submit an acceptable Site-Specific BMP (SSBMP) Plan or an acceptable Stormwater Pollution Prevention Plan (SWPPP) for any project in accordance with applicable permits and guidance documents.	\$1,000 per calendar day per violation
Failure to have the accepted SSBMP Plan and Amendments or the accepted SWPPP and Amendments available at a project construction site.	\$1,000 per calendar day per violation
Failure to install a BMP specified by the SSBMP Plan or SWPPP, or permit.	\$2,000 per calendar day per violation
Failure to properly install or maintain appropriate Site-Specific BMPs in accordance with applicable plans, permits, and guidance documents.	\$2,000 per calendar day per violation
Failure to have an accepted Amendment to the SSBMP Plan or an accepted Amendment to the SWPPP prior to implementation of the proposed BMPs.	\$2,000 per calendar day per violation
Failure to conduct required inspections.	\$1,000 for each of the first 10 violations, \$2,500 for each of the next 10 violations, \$5,000 for each subsequent violation.
Failure to submit required reports such as BMP inspection reports, rain gage data logs, etc.	\$500 per calendar day for the first 10 days of each violation, \$1,000 per calendar day for the next 10 days of each violation, \$2,500 per calendar day for each subsequent day of violation.
Failure to submit or re-submit plans for approval in the timeframe specified by the Engineer.	\$500 for each calendar day of violation
Any non-compliance with the applicable plans, permits, and guidance documents.	Up to \$27,500 per calendar day per violation
Any violation of the construction contract resulting in a polluted discharge.	Up to \$27,500 per calendar day per violation

Tables 4-1 and 4-2 shall be incorporated within HDOT-Harbors construction contracts as part of the project Special Provisions. There will be a Special Provision that provides that the affirmative actions to which each of the Table 4-2 items of non-compliance refers is based upon an obligation under the construction contract. Therefore, a violation based upon an item of non-compliance in Table 4-2 is considered to be a violation under the construction contract.

The issuance of a SWO through the HAR-E is generally appropriate where the responsible party has not responded to Written Warnings and issuance of a NAV or where there is an ongoing violation and/or significant harm to public health, the environment, or property has occurred or is occurring.

If compliance is still not achieved by the given deadline, HDOT-Harbors may determine that it is necessary to terminate the construction contract. The termination of a contract is documented with a formal document issued by DIR that requires that the responsible party stop any activity deemed in violation upon receipt of the letter and rectify any violation noted in the letter as soon as possible. The termination letter will document the rule and/or regulations that were violated (as applicable), the provisions of the agreement under which the party is in default, and the date the responsible party is expected to vacate the property or job site. Contract termination is generally appropriate when:

- The responsible party has not responded appropriately to Written Warnings, issuance of a NAV, and/or SWO;
- There is an ongoing violation; and
- Significant harm to public health, the environment, or property, has occurred or is occurring.

At any point, HAR-EE/HAR-EC/HAR-ESP may choose to complete a follow-up inspection, if warranted, to ensure that corrective actions have been taken. If HAR-EC/HAR-ESP deems that the Contractor has achieved compliance for all potential violations, HAR-EC/HAR-ESP, in consultation with HAR-EE, shall choose to close the enforcement case. In certain cases where significant harm to public health, the environment, or property has occurred or is occurring, HDOT-Harbors shall immediately notify HDOH. HDOH CWB may choose to pursue escalated enforcement actions or assess civil fines. In this case, HDOT-Harbors will provide the documentation relevant to the case as requested by CWB. Appendix C provides an example of record keeping workflow for construction-related violations in Cityworks® AMS.

5.0 TENANT ENFORCEMENT PLAN

This Tenant Enforcement Plan is intended to serve as an enforcement guide for HDOT-Harbors personnel when dealing with responsible parties that fall within the scope described below in Section 5.1. This includes Tenants, contractors hired by Tenants, and third parties that have user agreements with HDOT-Harbors and/or HDOT-Harbors Tenants.

5.1 Scope

All parties that occupy HDOT-Harbors-owned property under a lease agreement, revocable permit, or other occupancy agreement are subject to this Tenant Enforcement Plan.

5.2 Policy of Escalating Enforcement

HDOT-Harbors requires strict adherence and compliance from its Tenants/occupants and their activities in order to protect State waters and to comply with HDOT-Harbors small MS4 permits. In general, compliance is most effectively achieved through informal/formal enforcement actions (Verbal Warnings, Written Warnings, and Notices of Apparent Violation). If compliance is not achieved through these methods, it is the policy of the HDOT-Harbors to pursue additional levels of enforcement that ensure timely and immediate corrective actions are taken.

The enforcement actions to be utilized by HDOT-Harbors, in order of increasing severity, are as follows (refer to Section 3.2 for more information on enforcement actions):

- Verbal Warning
- Written Warning
- Notice of Apparent Violation
- Notice and Finding of Violation Order
- Stop Work Order
- Termination of Lease or Revocable Permit (or other occupancy agreement)

HDOT-Harbors' enforcement actions are not exclusive to a single occurrence or incident and may be used concurrently with one another. Except as specifically provided otherwise, these enforcement actions do not preclude enforcement actions by and under any other federal, state, or municipal authorized enforcement agencies.

5.3 Enforcement Authority

Tenant lease agreements, revocable permits, or other occupancy agreements provide HDOT-Harbors with the right of entry to conduct inspections and authority to terminate the respective leases, revocable permits, or other occupancy agreements, through the processes, as applicable, identified in HRS Title 12 Chapter 171 and Title 15 Chapter 266, and H.A.R. Title 19 (Chapters 41 through 44).

All HDOT-Harbors Tenant lease agreements and revocable permits include language stating that the Tenant is responsible for compliance with all environmental laws, rules, and regulations. For example, Tenants conducting industrial activities within their exclusive areas must seek separate NPDES permit coverage from the HDOH, if required. EPA-regulated hazardous substances and marine pollutants are not allowed to be used, treated, stored, or disposed, unless they are incidental

to normal operations of the Tenant's business and have appropriate permits, if required. Failure to comply with clauses specified in the lease agreement or revocable permit constitutes a breach of the lease agreement or revocable permit and may result in termination of the lease or permit. Examples of the lease agreement (Addendum 1- Environmental Compliance) and a revocable permit are found in Appendices E and F, respectively.

Tenant improvement projects that include exterior construction activities on HDOT-Harbors property are also subject to this Tenant Enforcement Plan. Except as may be officially provided otherwise, the Tenant must obtain approval from HDOT-Harbors, specifically the property management and engineering sections, prior to initiation of any construction project (interior or exterior). The Tenant is also responsible for obtaining permits from appropriate regulatory agencies, furnishing proof of such permits to HDOT-Harbors before commencing with construction activities, and complying with all terms and conditions of the permits. The Tenant lease agreement and revocable permit are the guiding documents that specifically state that the Tenant is ultimately responsible for compliance violations that are related to the Tenant's land-based activities, including violations related to Tenant construction activities.

Third parties that have agreements with HDOT-Harbors or HDOT-Harbors Tenants also fall within the scope of this Tenant Enforcement Plan. This includes, but is not limited to, responsible parties which have user agreements with HDOT-Harbors that do not fall under the category of leases or revocable permits. Pursuant to HRS Title 15 Chapter 266 and H.A.R. Title 19 (Chapters 41 through 44) these responsible parties typically have other user agreements with HDOT-Harbors or HDOT-Harbors Tenants such as service or business contracts. Examples of third parties that have agreements with HDOT-Harbors or HDOT-Harbors' Tenants include vessel captains, Tenant customers, and trucking companies that operate within the boundary of HDOT-Harbors or in association with HDOT-Harbors Tenants. Enforcement related to third parties with HDOT-Harbors agreements may extend to the Tenant in cases where a clear relationship exists.

The HDOH's role in HDOT-Harbors' enforcement activities includes HDOH's authority under HRS Title 19 Chapter 342D to implement and enforce conditions of NPDES Permits to control water pollution by Tenants and others. In addition, HDOT-Harbors may also refer specific enforcement cases associated with the small MS4s to the HDOH after HDOT-Harbors has exhausted its available enforcement options outlined above.

In the event that HDOT-Harbors has exhausted its available enforcement options and cannot bring the responsible party into compliance with its policies and requirements, or otherwise deems the responsible party or activity an immediate and significant threat to water quality, HDOT-Harbors shall provide e-mail notification to cleanwaterbranch@doh.hawaii.gov, Attn: Enforcement Section Supervisor within one (1) week of such determination for continued enforcement escalation under HRS Title 19 Chapter 342D. E-mail notification shall be followed by written notification and include a copy of all inspection checklists, notes, photographs, and related correspondence in PDF format within two (2) weeks of the determination. In instances where an inspector identifies a facility that has not applied for the General Industrial Storm Water permit coverage or any other applicable NPDES permit, HDOT-Harbors shall provide e-mail notification to HDOH within one (1) week of such determination.

For violations committed by third party individuals or other responsible parties that do not have agreements (lease, revocable permit, user agreement, other contract, etc.) with HDOT-Harbors or HDOT-Harbors Tenants, enforcement may be referred to HDOH. Under certain circumstances, HDOT-Harbors may rely on its Harbor Police authority to issue citations to these third parties (such as cases involving litter to HDOT-Harbors MS4, vandalism, and illegal dumping).

5.4 Roles and Responsibilities

5.4.1 Tenants

Tenants are ultimately responsible for ensuring that their activities comply with all provisions listed in the Tenant lease agreement and revocable permits, including all environmental laws that apply to the subject premises. Tenants and associated personnel are required and are expected to report any suspected illicit discharges within the HDOT-Harbors property to the HDOT-Harbors Property Management Section (HAR-PM) and HAR-EE, as well as other regulatory agencies where applicable. If a suspected illicit discharge occurs after business hours, Tenants should contact HAR-OCT. Tenants are also ultimately responsible for the actions of all third parties (e.g., business contacts, cleaning services, customers, etc.) that have agreements with the Tenant.

Prior to any improvement, alteration or addition to an existing structure, except as otherwise specifically provided, Tenants shall obtain review and written approval and consent from HDOT-Harbors of its plans and BMPs. Tenant-construction activities within Tenant premises shall comply with all their lease agreements and revocable permits in addition to all federal, state, and county laws, rules, and regulations. Tenants shall install and maintain appropriate BMPs during construction to minimize discharge of potential pollutants from their premises.

5.4.2 HDOT-Harbors Engineering Branch, Environmental Section (HAR-EE)

HAR-EE is the lead section in ensuring compliance by HDOT-Harbors with all environmental matters within the division. This section is responsible for providing technical assistance and recommendations to HAR-E with Tenant enforcement cases relating to suspected environmental violations when HAR-EE becomes aware of issues of non-compliance during routine inspections, investigations, complaints, reports, or review of Tenant records. HAR-EE will immediately address the issues and assist with enforcement actions in a timely manner and track the responsible parties' corrective actions (including reporting within HDOT-Harbors Cityworks® AMS) with the goal of achieving compliance. In certain cases where immediate corrective action is necessary, HAR-EE may communicate issues of non-compliance to the responsible party (Tenant or a Tenant representative) via Verbal Warning and/or Written Warning (on behalf of all responsible division components). When applicable, HAR-EE will provide recommended actions and technical support to all responsible division components (including HAR-PM, HAR-O, HAR-E, HAR, and/or DEP-H) during escalating enforcement actions.

5.4.3 HAR-EE Consultants / 3rd Party Inspectors

HAR-EE consultants and 3rd party inspectors are responsible for assisting HDOT-Harbors in maintaining compliance with existing regulations including, but not limited to, inspections of Tenant facilities and outfalls. During inspections, issues of non-compliance are communicated to the responsible party (Tenant or a Tenant representative) via a Verbal Warning. These Verbal Warnings will be followed up with Written Warning letters and copies of the inspection reports identifying the non-compliance items requiring attention and correction. The timely submission of inspection reports by 3rd party inspectors to HAR-EE is the primary method of communicating potential compliance violations (Class I and Class II violations) to HAR-EE. If suspected illicit discharges or Class I violations are observed, consultants and/or 3rd party inspectors will promptly notify HAR-EE or HAR-OCT (if after hours), who will then notify HAR-EE. These suspected illicit discharges or Class I violations will be immediately investigated by HAR-EE and communicated to all responsible division components (particularly HAR-E, HAR-O, HAR-PM, HAR, and DEP-H), where applicable.

5.4.4 HDOT-Harbors Engineering Branch (HAR-E)

HAR-E provides engineering services and oversees environmental compliance activities for HDOT-Harbors. In addition to the Environmental Section, HAR-E also consists of five (5) other sections including the Construction Section, Design Section, Planning Section, Special Projects Section, and Maintenance Section. Based on the technical assistance and recommendations made by HAR-EE, HAR-E will provide recommendation and guidance on enforcement actions to HAR-O, HAR-PM, HAR, and DEP-H.

5.4.5 HDOT-Harbors Oahu District (HAR-O)

HAR-O is responsible for the management of all activities at Honolulu Harbor and KBPH on Oahu. In particular, the HAR-O is responsible for providing the overall direction and assignments, as well as the resources needed, to the district components assigned to accomplish the specific day-to-day operation and maintenance tasks required at the harbors.

5.4.6 Harbor Traffic Control Unit (HAR-OCT)

As part of the Harbors Stormwater Program implementation, HAR-OCT personnel are responsible for reporting suspected illicit discharges (Appendix G) and other issues of environmental non-compliance to HAR-EE (and other authorities/personnel if applicable) when notified.

5.4.7 HDOT Pier Utilization Unit (HAR-OCM)

HAR-OCM includes the marine cargo specialists, harbor agents and their supervisor(s). As part of the Harbors Stormwater Program implementation, these personnel are responsible for inspecting storm drains and overseeing pier-side areas and activities, particularly the loading and unloading of cargo. In addition, marine cargo specialists complete routine inspections of MS4 drain inlets and open channels. HAR-OCM will notify HAR-OCT of suspected illicit discharges (Appendix G) when observed or informed.

5.4.8 Sanitation and Grounds Unit (HAR-OCG)

As part of the Harbors Stormwater Program implementation, HAR-OCG personnel are responsible for comprehensive storm drain inspections and cleaning, street sweeping, and debris removal. HAR-OCG will notify HAR-OCT of suspected illicit discharges (Appendix G) when observed or informed or reported to them.

5.4.9 HDOT Harbor Police (HAR-OE)

HAR-OE routinely patrol Honolulu Harbor and KBPH areas. As part of the Harbors Stormwater Program implementation, they are responsible for reporting suspected illicit discharges (Appendix G) to HAR-OCT when observed or informed or reported to them. In addition to their routine patrols, HAR-OE also have the authority to issue citations/summons in specific circumstances pursuant to HRS Section 803-6; in such cases where citations are necessary, HAR-OE will refer a copy of the citation to the District Court and will provide a copy of the report to HAR-PM and HAR-EE for review, follow up inspection, and recommended actions.

5.4.10 HDOT-Harbors Property Management Staff (HAR-PM)

HAR-PM is responsible for enforcement related actions associated with Tenant leases and revocable permits (or other occupancy agreements). Based on recommendation and technical assistance provided by HAR-EE through HAR-E, HAR-PM shall take all appropriate actions to achieve compliance from Tenants/occupants, including the issuance of a Verbal Warning documented within an inspection report, to assisting with the preparation and ensuring the delivery of lease or revocable permit-related notices (such as Written Warning, NAV, NFVO, or SWO) pursuant to HRS Title 12 Chapter 171 and Title 15 Chapter 266 processes and H.A.R. Title 19 (Chapters 41 through 44), where applicable. In most cases (those involving leases and revocable permits) when compliance is achieved, HAR-PM shall prepare and send written correspondence to the Tenant/occupant to formally close enforcement cases.

5.4.11 Tenant Construction Managers (CM) and Contractors

Construction activities on Tenant-leased areas shall comply with all federal, state, and county laws, rules, and regulations. Construction contractors shall install and maintain appropriate BMPs to minimize the risk of pollutant discharge from the construction site. If suspected illicit discharges and/or reportable spills are observed, construction managers and contractors should notify the Tenant, HAR-EE (or HAR-OCT if outside of normal State business hours), and any other authorities if applicable.

5.4.12 Third Parties with HDOT-Harbors Agreements

Third parties or individuals that have formal agreements with HDOT-Harbors or HDOT-Harbors Tenants are expected to comply with all applicable federal, state, and county laws, rules, and regulations. These parties typically have formal agreements with HDOT-Harbors or HDOT-Harbors Tenants (e.g., right of entry, service/business contracts, and/or customers of Tenants). Enforcement related to third parties with HDOT-Harbors agreements may extend to the Tenant in cases where a clear relationship or obligation is apparent.

5.4.13 HDOT-Harbors Administrator (HAR)

HAR is responsible for the operations and management of all harbors within the “Port Hawaii” commercial harbor system statewide. The HAR procures the personnel, financial, equipment, and material resources needed to execute environmental compliance efforts. Based on recommendations and the technical assistance provided by HAR-EE through HAR-E, HAR will prepare and send a Written Warning to Tenants with known non-compliance issues.

5.4.14 Deputy Director of HDOT-Harbors (DEP-H)

DEP-H is responsible for ensuring that the procedures within this ERP are implemented. It is the responsibility of DEP-H or his designee to ensure that appropriate enforcement actions are taken in a timely manner with the goal of achieving compliance. With the guidance of HAR-EE, DEP-H officially issues the NAV, NFVO, and SWO as appropriate.

5.4.15 HDOT Office of Environmental Compliance (ENV)

Per the CD, ENV has the responsibility and authority to ensure HDOT complies with all federal, state, and county laws, rules, regulations, and permits. ENV shall receive notifications in writing for any reported violations. ENV reports directly to DIR and performs audits of each operational division of HDOT.

5.4.16 HDOT Office of Director (DIR)

DIR has the responsibility and authority to ensure that all operational divisions of HDOT comply with all federal, state, and county laws, rules, regulations, and permits. If a Tenant has failed to achieve compliance within the time frame provided, DIR will issue a letter to terminate a Tenant lease or revocable permit, as appropriate, through the HRS Title 171.

5.4.17 Hawaii Department of Health (HDOH)

HDOH personnel are responsible for the escalation of enforcement when all enforcement measures available to HDOT-Harbors have been exhausted. HRS Title 19 Chapter 342D provides the HDOH with the procedures, rules, and regulations for the enforcement of the State’s Clean Water Program.

5.5 Tenant Enforcement Program

The goal of the HDOT-Harbors Tenant Enforcement Program is to motivate and encourage Tenants to voluntarily comply with the environmental obligations as part of their land disposition from HDOT-Harbors. The appropriate staff at HDOT-Harbors seeks to assist all HDOT-Harbors’ Tenants, without being prescriptive (staff may make recommendations but should not dictate specific actions), on how each Tenant can achieve environmental compliance. In the event that a potential violation is identified, HDOT-Harbors will follow the procedure below to “escalate” the enforcement.

5.5.1 Violations and Methods of Discovery

Potential Tenant-related violations may come to the attention of HAR-EE during inspections or from observations by other personnel or harbor users and will be acted upon accordingly. If the discovery of the potential violation was not during an HAR-EE inspection or investigation, HAR-EE will initiate a work order (in the Cityworks® AMS) for a HAR-EE investigation to assess the potential non-compliance issue.

5.5.2 Enforcement Actions

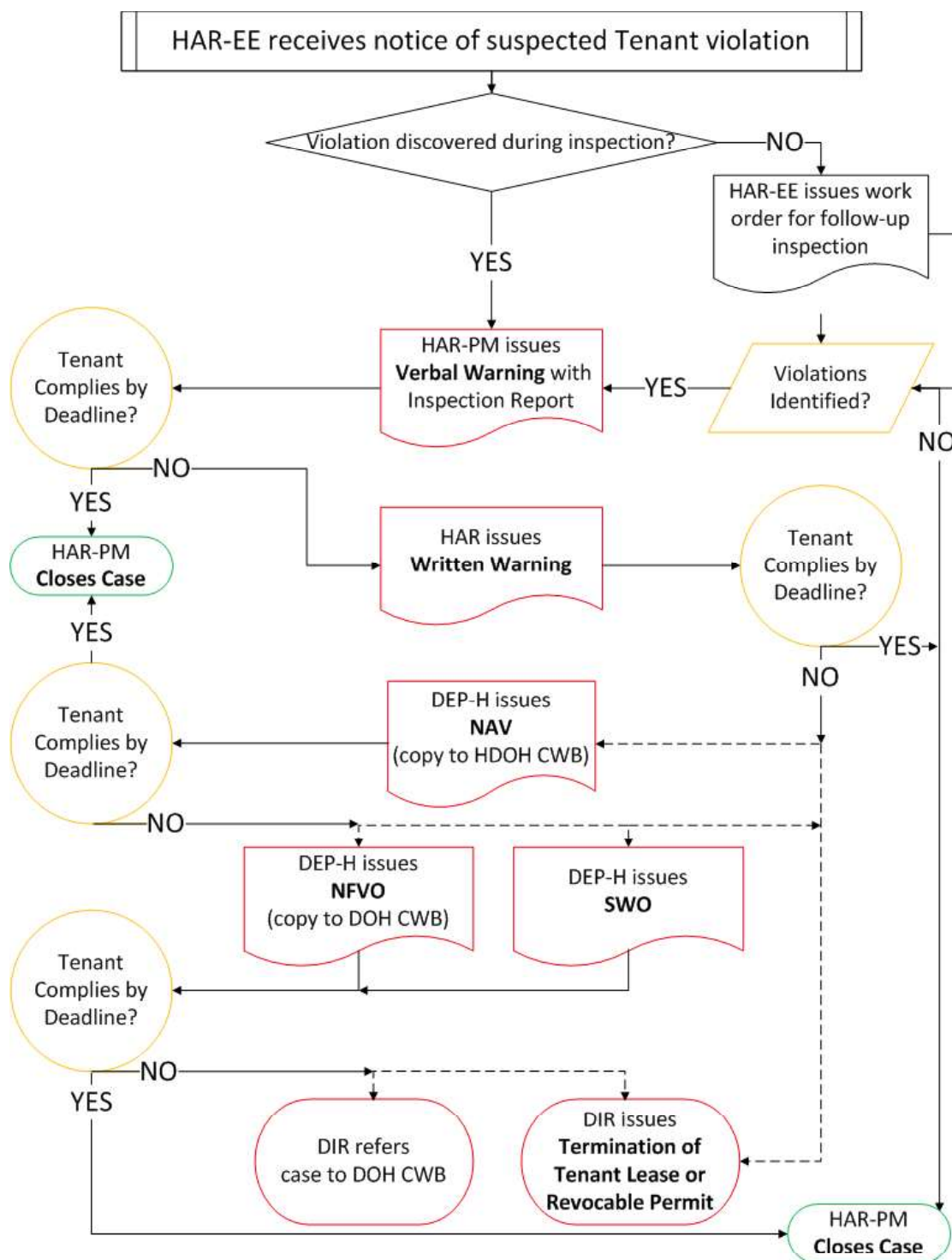
The levels of enforcement actions to be utilized by HDOT-Harbors are listed in Section 5.2 in order of increasing severity. Figure 5-1 presents the Tenant Enforcement Flow Chart and the following sections contain brief descriptions of each level of enforcement action and procedures for implementation. Note that HDOT-Harbors staff have the authority to skip steps in the enforcement progression for particularly egregious circumstances.

Following an inspection or investigation conducted by an inspector (HAR-EE or a HAR-EE consultant) resulting in the identification of potential compliance violations, a Verbal Warning with compliance deadline(s), may be provided to the Tenant and/or representative. This Verbal Warning, which is recorded in the inspection report provided to the Tenant, will be issued by HAR-EE or HAR-PM.

Upon notification by HAR-EE, HAR-PM (and/or HAR-EE) also has the option to bypass the Verbal Warning in certain situations and in consultation with HAR-EE, such as a Tenant who has a history of non-compliance incidents or if a potential violation poses an immediate threat to public health, the environment, or property. In such situations, HAR-PM can issue a Written Warning or pursue a higher level of enforcement accompanied by the inspection report with a deadline for corrective action (typically 7 or 20 calendar days, or as recommended by HAR-E and directed by HAR).

If the deficiencies cited in the inspection report are not resolved within the timeframes allowed in Table 5-1 (typically 7 or 20 calendar days, or as determined appropriate by the inspector), a Written Warning (sent by certified or registered mail) will be issued by HAR. The Written Warning will contain a deadline for compliance actions (typically 7 or 20 calendar days, or as determined appropriate by the inspector or HAR). If non-compliance issues are not corrected within the deadline provided, HAR-EE will provide a recommendation to DEP-H and HAR-PM to issue more severe penalties.

Figure 5-1. Tenant Enforcement Flow Chart



Enforcement steps can be bypassed if warranted by the severity of the violation.

Table 5-1. Timeframes for Addressing Tenant Compliance Violations

Violation Class	Description	Timeframe to Complete	Exceptions	Exception Timeframe
I	Immediate threat to environment and/or public	24 hours	Corrective action not practical in 24 hours	Immediate temporary corrective actions to alleviate threat within 24 hours. Permanent corrective action within 72 hours.
I	Imminent threat to environment and/or public	7 days	Corrective action not practical in 7 days	Temporary corrective action within 7 days. Permanent corrective action within 14 days.
I	Minor threat to environment and/or public or previous history of non-compliance	20 days	Corrective action not practical in 20 days	Temporary corrective action within 20 days. Permanent corrective action within 40 days.
II	BMP-related issues with no significant threat to the environment	20 days	Corrective action not practical in 20 days	Temporary corrective action within 20 days. Permanent corrective action within 60 days.
II	Recordkeeping-related issues	20 days	Corrective action not practical in 20 days	Document reason for delay within 20 days. Final correction to records completed within 60 days.
II	Other violations that pose no significant impact to the environment	20 days	Corrective action not practical in 20 days	Temporary corrective action within 20 days. Final corrective action within 60 days.

If the Tenant fails to take corrective actions to reach compliance by the deadline provided in the Written Warning, HAR-PM has two (2) options for the escalation of enforcement:

One option is to invoke the lease or revocable permit agreement using the Written Warning as the notice of breach. Tenants with lease agreements will have a given number of days (refer to the specific Tenant lease agreement for this timeframe) after the delivery of the Written Warning to correct the issues of noncompliance that were addressed in this document. If compliance is not reached within this timeframe, DIR may choose to terminate the lease. For revocable permits, DIR may choose to revoke the permit upon five (5) working days or as otherwise provided in the specific permit.

The second option is to continue to escalate enforcement using a NAV, NFVO, and/or SWO. In contrast to the first option, this enforcement pathway allows for additional rounds of notification compliance deadlines before agreement termination is considered. DEP-H will issue a NAV to the Tenant (sent by certified or registered mail) and copied to HDOH CWB. If the Tenant fails to address items by the compliance deadline as indicated in the NAV, enforcement will escalate to the issuance of a NFVO and/or SWO. DEP-H will issue the NFVO (sent by certified or registered mail and copied to HDOH CWB). If non-compliance is encountered for a Tenant-construction project, DEP-H may choose to issue a SWO (sent by certified or registered mail and copied to HDOH CWB). The issuance of a SWO is generally appropriate where the responsible party has not responded to Written Warnings and issuance of a NAV, where there is an ongoing violation, and/or there is an imminent threat to public health, the environment, or property. At the discretion of DEP-H, a NAV, NFVO, and SWO may serve as a final notification or notice of breach to the responsible party that a lease or revocable permit will be terminated if the actions to correct violations are not completed within a given timeframe. If enforcement actions are associated with a Tenant construction project, the Tenant will be copied on all correspondence in addition to the Tenant's contractor. If compliance is still not achieved by the given deadline, or the violation warrants an immediate response, DIR (with the assistance of HAR-PM) may determine that it is necessary to terminate a Tenant's lease or revocable permit pursuant to the processes outlined in HRS Title 12 Chapter 171 and in accordance with the lease or revocable permit. Lease and revocable permit terminations are generally warranted when the following situations exist:

- The responsible party has not responded appropriately to Written Warnings and issuance of a NAV, or NFVO by HDOT-Harbors;
- There is an ongoing violation; and
- Imminent threat to public health, the environment, or property has occurred.

At any time during the escalation of enforcement, HAR-EE may choose to complete a follow-up inspection, if warranted, to ensure that corrective actions have been taken. Copies of follow-up inspection reports will be forwarded to HAR-PM. If a Tenant has achieved compliance with all potential violations, HAR-PM, in consultation with HAR-EE, may choose to close the enforcement case and save all related documents in the applicable Tenant file. In certain cases where significant harm to public health, the environment, or property has occurred or is occurring, HDOT-Harbors shall immediately notify HDOH. HDOH may choose to pursue escalated enforcement actions or assess civil fines in accordance with HRS Title 19 Chapter 342D. An example of a record keeping workflow for Tenant-related violations (using Cityworks® AMS) is shown in Appendix H.

6.0 TRACKING AND REPORTING

As mentioned in the roles and responsibilities section above (Sections 4.4 and 5.4), HAR-EE is responsible for assisting the appropriate enforcement actions in a timely manner with the goal of achieving compliance. HAR-EE utilizes HDOT-Harbors Cityworks® AMS to document and track enforcement actions and responses received from the responsible party (if any).

In the event that HAR-EE receives notice (from HAR-OCT or other personnel) of a potential compliance violation or illicit discharge, HAR-EE will initiate a *Service Request* in Cityworks® AMS. This service request serves to document the location and details of the event such as time, date, GPS position, caller name, description of event, etc.

If the nature of the service request requires a follow-up investigation, HAR-EE will initiate a Work Order for the investigation and conduct the investigation in a timely manner. The details of the investigation and any relevant photographs will be recorded in Cityworks® AMS under the Work Order.

If non-compliant violations are observed during the investigation that require the responsible party to provide evidence of corrective actions within a designated time frame, HAR-EE will create a Child Work Order for a Violation Class I work order that will document the appropriate level(s) of enforcement (typically a Verbal Warning or Written Warning) that was taken. If the potential violation was discovered as part of a routine inspection, a Child Work Order is created for an Enforcement Violation work order that will be used to document the findings and the enforcement level(s).

If evidence of compliance is not obtained within the designated time frame, HAR-EE will escalate the enforcement by initiating a *Child Work Order* (within the initial *Child Work Order*) and record and present the status of the enforcement actions under the Tasks section of the Violation Class I work order that reflects an appropriate level of enforcement. HAR-EE will continue to track enforcement actions relating to parent-child work orders until compliance has been achieved and the case is closed. In the event that compliance is not achieved, HAR-EE will assist the HDOH or other regulatory agencies with records requests and other information as needed.

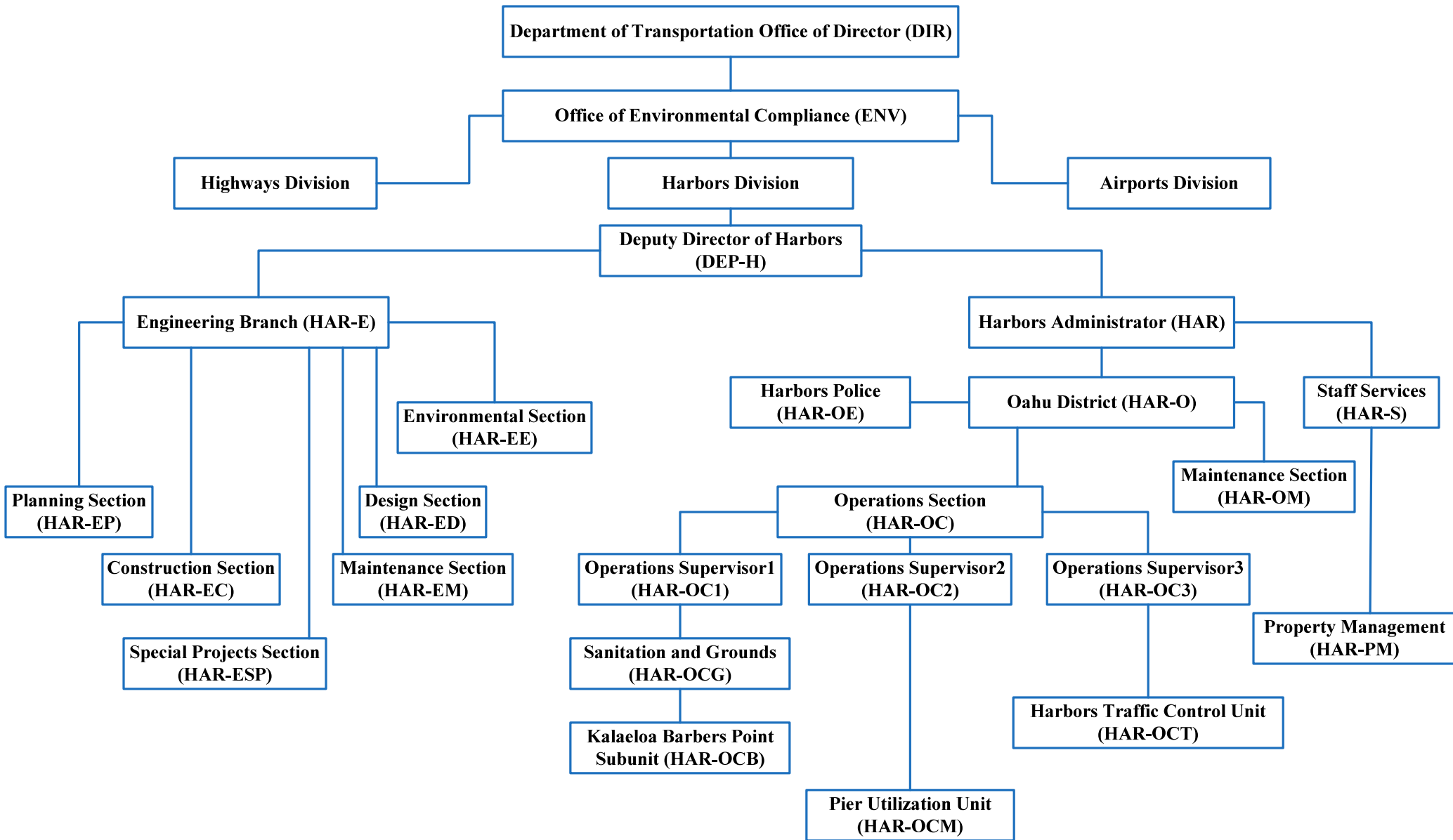
See Appendix C and Appendix H for examples of recordkeeping workflows using Cityworks® AMS to track enforcement for HDOT-Harbors construction related and Tenant violations, respectively.

7.0 RETENTION OF RECORDS

Per the CD, electronic records for all inspections, enforcement actions, and corrective actions will be retained for a minimum of five (5) years in a database (Cityworks®) maintained by HAR-E.

APPENDIX A
HDOT-Harbors Enforcement Organizational Chart

Hawaii Department of Transportation, Harbors Division, Oahu District Enforcement Organizational Chart (April 2020)



APPENDIX B

Enforcement Contact Phone Number List

Enforcement Contact Phone Number List

State of Hawaii, Department of Transportation, Harbors Division

Stormwater Hotline/HAR-EE (working hours only)	808-587-1962
Deputy Director	808-587-3651
Harbors Administrator	808-587-1928
Staff Services Office	808-587-1934
Property Management	808-587-1940
Oahu District Manager	808-587-2070
Operations Section	808-587-2080
Maintenance Section	808-832-3845
Harbor Traffic Control Unit (available 24 hours)	808-587-2076
Pier Utilization Unit	808-587-2315
Sanitation and Groundskeeping Unit	808-832-3848
Engineering Branch	808-587-1860
Construction Section	808-587-1866
Design Section	808-587-1950
Maintenance Section	808-587-1877
Planning Section	808-587-1888
Environmental Section	808-587-1962
Special Projects Section	808-587-1863
Kalaeloa Barbers Point Harbor Agent	808-682-6428

State of Hawaii, Department of Transportation

Office of Director	808-587-2150
Office of Environmental Compliance	808-586-2502

State of Hawaii, Department of Health

Clean Water Branch	808-586-4309
Hazard Evaluation & Emergency Response	808-586-4249
Solids and Hazardous Waste Branch	808-586-4226

City and County of Honolulu

Environmental Concern Line	808-768-3300
Sanitary Sewer Spills/Trouble	808-768-7272
U.S. Coast Guard Marine Safety Office	808-535-3222
U.S. Environmental Protection Agency, Region 9	415-947-8000

APPENDIX C

Example of Record Keeping Workflow for Construction-Related Violations

Environmental Enforcement (Construction Contractor Violation)

Overview

Whenever enforcement is required, arising from a Construction BMP inspection, a child Enforcement 'Violation Class I' or 'Violation Class II' work order can be created, and predefined enforcement tasks can be added as necessary to track increasingly severe enforcement actions until such time that the violation is resolved. The contractor enforcement work order will track the enforcement work process and record the actions taken and information gathered.

Construction Contractor Enforcement Work Order

- Open an existing Construction BMP inspection work order by checking its box in the Open Work Orders tab in your inbox and clicking Open at the top, or by clicking on the blue work order number.

WO Open (Descending) (User)						
<input type="checkbox"/>	Open	Print	Expand	Configure	Map	
<input type="checkbox"/>	Wo	Description	Priority	Status	Submit To	Proj Start Date
<input type="checkbox"/>	2973	Constr BMP Inspect - Harbors - 2 Recurring	3	0 - INITIATED	Zhang, Joy	2017-05-02 1:32 PM
<input type="checkbox"/>	2972	Violation Class I	3	0 - INITIATED	Zhang, Joy	2017-05-02 12:55 PM
<input type="checkbox"/>	2971	Violation Class I	3	0 - INITIATED	Zhang, Joy	2017-05-02 9:51 AM
<input type="checkbox"/>	2969	Violation Class I	3	0 - INITIATED		2017-05-01 4:51 PM

- From the Constr BMP Inspect - Harbors – 2 Recurring Work Order that is opened, create a child work order by clicking on the Create Child Work Order button located in the Related Work Activities.

Related Work Activities

Service Requests
Add Request:

Inspections
Add Inspection:

<input type="checkbox"/>	Id	Type	Description	Entity Id	Entity Type	Date	Ins
<input type="checkbox"/>	5001	INSP	Storm Const Site BMP Insp	0	HC_FOOTPRINT		

Work Orders
Parent:

- In the work order Select Template, select Enforcement for the Entity Group, Other for the Entity Type, and Enforcement for the Entity Name. For the Work Order Description, select either Violation Class I or Violation Class II whichever applies to your case.

Select Template

Entity Group: Category:

☐ Feature ☐ Object ☒ Other

- Click on the Create button at the top left and the new Violation Class I or II Work Order will appear as shown below.

Work Order

Description: Violation Class I

Number: 2975

Entity Type: ENFORCEMENT Change

Category:

Initiated By: Yim, Spencer Date: 05/2/2017 1:57 PM


Status: 0 - Initiated Priority: 3 Medium


Requested By: Supervisor:

Submit To: Date:

Projected Start: 05/2/2017 1:57 PM Projected Finish: 05/2/2017 1:57 PM

Opened By: Date:

- To add Predefined Enforcement Tasks, click on view button  at the top and select Tasks from the drop down list.

 Email Print

Tasks

Labor

Material

Equipment

ELM

- The list of increasingly severe Predefined Enforcement Tasks will appear in the Task/Entity window for you to select from and to add to your Work Order.

Task/Entity

Search By: **Predefined** ▼

Keyword: **Find**

<input type="checkbox"/>	SeqId	Description	Assigned To	Shop
<input type="checkbox"/>	1	Verbal Warning		
<input type="checkbox"/>	2	Written Warning		
<input type="checkbox"/>	3	Notice of Apparent Violation		
<input type="checkbox"/>	4	Notice & Finding of Violation & Order for Complian		
<input type="checkbox"/>	5	Assessment of Civil Penalties		
<input type="checkbox"/>	6	Withhold Payment	Yim, Spencer	
<input type="checkbox"/>	7	Stop Work Order		
<input type="checkbox"/>	8	Issuance of Summons / Citation		
<input type="checkbox"/>	9	Assess Liquidated Damages	Yim, Spencer	
<input type="checkbox"/>	10	Assess Labor & Materials	Yim, Spencer	
<input type="checkbox"/>	11	Terminate Lease or Revocable Permit		
<input type="checkbox"/>	12	Terminate Construction Contract	Yim, Spencer	

- The appropriate enforcement task is selected depending on the severity of the violation starting with the informal Verbal Warning, followed by the Written Warning from HAR-E, and then the Notice of Apparent Violation (NAV) issued by Dep-H. If the contractor violation persists and if the severity of the violation warrants, more stringent and expensive enforcement tasks could be pursued such as having HAR-E Withhold Payment, Issue Stop Work Order (SWO), or Assess Liquidated Damages (LDs) and/or Labor and Materials (L&M) costs. For severe contractor violations, enforcement could escalate to Termination of the Construction Contract by DIR.
- Samples of how these enforcement tasks would be processed and recorded in Cityworks for this Violation I work order are provided below. Starting with the Verbal Warning, click the box next to Verbal Warning, fill in available information in the adjacent Details box, and then press the Save button in the lower left corner of the Details box.

Task/Entity

Search By: **Predefined**

Keyword:

<input type="checkbox"/>	SeqId	Description	Assigned To	Shop
<input checked="" type="checkbox"/>	1	Verbal Warning		
<input type="checkbox"/>	2	Written Warning		
<input type="checkbox"/>	3	Notice of Apparent Violation		
<input type="checkbox"/>	4	Notice & Finding of Violation & Order for Complain		

Details

Sequence: undefined

Assigned To: **Zhang, Joy** Status: **CURRENT**

Shop: Permit No.:

Comments: Record details about the construction contractor's violation(s), where it occurred and what corrective actions (if any) were made.

Projected Start: **05/2/2017 1:58 PM** Projected Finish:

Actual Start: Actual Finish:

Rework: Proceed:

- The saved Verbal Warning work order task is then entered at the top in the Tasks box. See below.

Tasks									
Work Order ID: 2971 <input type="button" value="v"/>									
SeqId	Name	Description	Status	Proceed	Rework	Assigned To	Shop	Start Date	Finish Date
1	EnfA Verbal Warning	Verbal Warning	CURRENT	False	False	Zhang, Joy			
<input type="button" value="New"/> <input type="button" value="Edit"/> <input type="button" value="Delete"/>									

- Work order tasks for informal Written Warnings and Notices of Apparent Violation can similarly be entered and recorded as can work order tasks for more formal enforcement tasks such as Withholds Payment, Stop Work Orders, Assessment of Liquidated Damages and/or Labor & Materials costs, and Termination of Contract.
- A Stop Work Order would be similarly entered and recorded.

Task/Entity

Search By: Predefined

Keyword:

Find

	SeqId	Description	Assigned To	Shop
<input type="checkbox"/>	1	Verbal Warning		
<input type="checkbox"/>	2	Written Warning		
<input type="checkbox"/>	3	Notice of Apparent Violation		
<input type="checkbox"/>	4	Notice & Finding of Violation & Order for Complian		
<input type="checkbox"/>	5	Assessment of Civil Penalties		
<input type="checkbox"/>	6	Withhold Payment	Yim, Spencer	
<input checked="" type="checkbox"/>	7	Stop Work Order		
<input type="checkbox"/>	8	Issuance of Summons / Citation		
<input type="checkbox"/>	9	Assess Liquidated Damages	Yim, Spencer	
<input type="checkbox"/>	10	Assess Labor & Materials	Yim, Spencer	
<input type="checkbox"/>	11	Terminate Lease or Revocable Permit		
<input type="checkbox"/>	12	Terminate Construction Contract	Yim, Spencer	

Details

Sequence: undefined

Assigned To: Yim, Spencer

Status: CURRENT

Shop:

Permit No.:

Comments:

Summarize the basis/rationale for issuing the Stop Work Order and corrective actions required of the Contractor before work can resume.

Projected Start: 05/2/2017 2:08 PM

Projected Finish:

Actual Start:

Actual Finish:

Rework:

Proceed:

Save

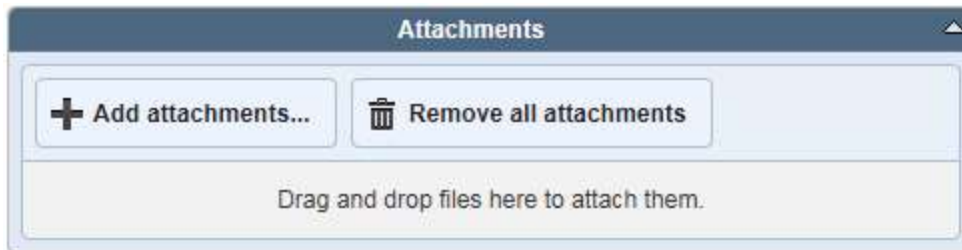
- And, the saved Stop Work Order task is then added at the top in the Tasks box. See below.

Tasks										
Work Order ID: 2975										
	SeqId	Name	Description	Status	Proceed	Rework	Assigned To	Shop	Start Date	Fin
<input type="checkbox"/>	1	EnfA Verbal Warning	Verbal Warning	CURRENT	False	False	Zhang, Joy			
<input type="checkbox"/>	2	EnfA Stop Work	Stop Work Order	PENDING	False	False	Yim, Spencer			

- To attach photos and documents related to this enforcement case, return to the main work order window by clicking on the work order button at the top left



and attaching them at the bottom. See below.



- When the contractor violation is corrected and the enforcement action is concluded, go to the main Work Order window, complete the information boxes with available information and add Comments and Notes summarizing the case as appropriate.

Work Order

Description: Violation Class I

Number: 2975

Entity Type: ENFORCEMENT

Category: Regulatory

Initiated By: Yim, Spencer

Status: 3 - Work Complete

Requested By:

Submit To: Zhang, Joy

Projected Start: 05/2/2017 1:57 PM

Opened By:

Closed By:

Completed By:

Actual Start: 04/7/2017 12:00 PM

Stage: Actual

Resolution: Work Complete

Date: 05/2/2017 1:57 PM

Priority: 3 Medium

Supervisor: Yim, Spencer

Date:

Projected Finish: 05/2/2017 1:57 PM

Date:

Actual Finish: 05/2/2017 12:00 PM

Expense Type: Maintenance

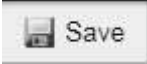

Add Comment

Sort ▲

no comments

Instructions: Add notes and comments that are pertinent to the outcome of this enforcement case, as appropriate

Reactive? ☐

- Press Save  at the top.
- If no further action is required, press Close  to properly store this work order and to indicate that this enforcement case is no longer open nor does it require action.

8

APPENDIX D

Example of Notice of Apparent Violation



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097

JTz - pls fruh
FORD N. FUCHIGAMI
INTERIM DIRECTOR

Deputy Directors
RANDY GRUNE
AUDREY HIDANO
ROSS M. HIGASHI
JADINE URASAKI

IN REPLY REFER TO:
HAR-EE
4837.15

July 29, 2014

CERTIFIED MAIL-RETURN RECEIPT REQUESTED
TRACKING NO: 7007 2560 0000 9240 3478

Mr. Kirkwood Clarke
dba Hawaiian Catamaran Multihull Design
5503 Kamehameha Highway
Kaunakakai, Hawaii 96748

Dear Mr. Clarke,

SUBJECT: **NOTICE OF VIOLATION, REVOCABLE PERMIT H-97-2000;**
2014 STORM WATER COMPLIANCE INSPECTION RESULTS
MĀLAMA I KE KAI (Protect Our Ocean Water)

A site inspection of your facility was conducted on June 25, 2014. A number of violations to your Revocable Permit, cited in letters dated December 10, 2012, and September 11, 2013, were observed to be unresolved.

- Trench Soil Sampling – Based on observations from past inspections, soil at infiltration trenches (two (2) locations - one near the facility's entrance and the other by the sanitary wastewater underground holding tank; Photos 5 and 10) may be environmentally impacted. **THIS IS A POTENTIAL VIOLATION OF YOUR REVOCABLE PERMIT [RP] H-97-2000 (PROVISION No. 10).**

"The PERMITTEE shall not make, permit or suffer any waste, strip, nuisance or any other unlawful or offensive use of the Premises. The PERMITTEE shall maintain the Premises, improvements thereon, all equipment and other personal property of the PERMITTEE upon the Premises in a strictly clean, neat, safe, orderly and sanitary condition, free of waste, rubbish and debris and shall provide for the safe and sanitary handling and disposal of all trash, garbage and other refuse from the Premises."

HDOT Harbors Division requested that you submit a soil Sampling and Analysis Plan [SAP] for review and implementation upon approval in letters dated December 10, 2012, and September 11, 2013. After a few rounds of review and revision, your consultant

(Cardno TEC, Inc.) submitted an updated SAP on December 4, 2013 through email, which was approved on February 20, 2014 through email. The approval required that Harbors Division be contacted so that sample collections could be observed. You were reminded to follow through with the sampling plan by an email dated March 12, 2014. However, we have not heard from you or your consultant since. Please initiate and complete the sampling of the impacted soil in accordance with the SAP **within twenty (20) calendar days of receipt of this letter**. As stated earlier, a Harbors Division representative must be present when the soil samples are taken. A soil sampling and site assessment report must be provided to HDOT Harbors Division **within 45 calendar days upon completion of the soil sampling**.

If you fail to meet these deadlines, the matter will be turned over to the State of Hawaii Department of Health [HDOH] for investigation. You will be subject to HDOH criminal and/or administrative penalties.

- Structural Compliance – There are structures on the Premises that have not received Harbors approval. **THIS IS A VIOLATION OF YOUR REVOCABLE PERMIT H-97-2000 (PROVISION No. 13).**

"No substantial improvement, alteration or addition of structural nature shall be made, installed or constructed on, under or within the Premises by the PERMITTEE unless it first submits its plans and specifications therefor to the STATE for its approval and unless said plans and specifications are in fact approved in writing by the STATE. Such plans and specifications shall not be submitted unless they are in full compliance with all applicable statutes and rules and regulations."

Tenant was given notice of this violation in letters dated December 10, 2012, and September 11, 2013. The improvement and alterations on the 2nd level, which are "substantial", and are accessed by stairways (Photos 19 and 20), require "structural" consideration by a licensed professional to certify the integrity of those structures, or otherwise need to be removed from the premises. All Occupational Safety and Health Administration [OSHA] concerns need to be addressed for all structures.

You have the option of developing an action plan as to what steps you are planning to take to correct this violation. The action plan must be in writing and received by Harbors Division's Engineering Section (HAR-E) within twenty (20) calendar days of your receipt of this letter. HAR-E will review the adequacy of your plan. You will be required to comply with a Harbors approved schedule for compliance. If you fail to meet the requirements in the prescribed time frame, HDOT Harbors Division will move to terminate RP H-97-2000.

- Hazardous Material Storage and Revocable Permit – A list of potentially hazardous substances (e.g., solvent-based paint, lacquer, acetone) are stored and/or used on the premises (Photos 11 to 16). **THIS IS A VIOLATION OF YOUR REVOCABLE PERMIT H-97-2000 (PROVISION No. 26.H).**

"The PERMITTEE shall not allow the storage or use of any hazardous materials and/or waste within the premises or roadways."

You were advised of this violation in letters dated December 10, 2012, and September 11, 2013. However, to date, Harbors has not received an application from you requesting a new revocable permit that includes language that allows for the storage of hazardous materials on the premises. You are required to immediately take steps to remove all hazardous materials from the premises to correct this violation.

You must correct this violation. An action plan that properly addresses this requirement must be in writing and must be received within twenty (20) calendar days from the receipt of this letter. Your plan must clearly state what steps you will take to correct the situation. If you fail to meet the deadline, HDOT Harbors Division will move to terminate RP H-97-2000.

The inspection report for the June 25, 2014 inspection is enclosed. You are required to immediately address the following deficiency:

- Spill Kit – Equipment fueling on small scale is conducted on-site (Photo 7). However, no spill kit and containment were setup nearby. Please keep a spill kit on-site at all times and have it replenished when necessary.

THIS IS YOUR FINAL WARNING. If you have questions, please immediately contact Mr. Randal Leong of our Engineering Branch Environmental Section at (808) 587-1962, or Mr. Calvert Chun of our Property Management Section at (808) 587-1944.

Very truly yours,



FORD N. FUCHIGAMI
Interim Director of Transportation

Enc.

cc: Mr. Matt Buckman
50-C Sand Island Access Road
Honolulu, Hawaii 96819

bc: DEP-H, HAR, HAR-O, HAR-S, HAR-PM

SUMMARY OF STORM WATER COMPLIANCE INSPECTION RESULTS

Pursuant to requirements established under the Honolulu Harbor and Kalaeloa Barbers Point Harbor Small Municipal Separate Storm Sewer System (MS4) permits, a site inspection was conducted at Kirkwood Clarke (dba Hawaiian Catamaran Multihull Design) on June 25, 2014. A photo log is included.

Starting from 2012, we have amended the inspection program to include the observation and documentation of Tenant compliance efforts regarding environmental requirements contained in the Lease Agreement and/or Revocable Permit(s) [RP]. A risk assessment has been performed according to the Tenant Risk Ranking Criteria in 14 categories (please refer to Section 4 of Harbors Tenant Inspection Manual - version 8.0, which is available online at http://hidot.hawaii.gov/harbors/files/2013/01/2014_Tenant-Inspection-Manual_Final.pdf). The individual scores are summed to provide a total risk score, with 0 to 5 being low risk, 6 to 16 being medium risk, and above 16 being high risk. Score of 5 for certain criteria will be a automatic trigger to high risk designation.

Based on the results of inspection, this tenant's terminal at Sand Island was found in fair housekeeping condition with a total risk score of **31**, which places this tenant into the **High** category. **This category of tenants is subject to be inspected semiannually.** No immediate threats to the environment were observed during the inspection. A few violations and deficiencies were observed during the inspection. **Please correct the items listed below:**

- Trench Soil Sampling – Based on observation and evaluation from past inspections, soil at infiltration areas (two locations; Photos 5 and 10) may be environmentally impacted. **THIS IS A POTENTIAL VIOLATION OF TENANT'S REVOCABLE PERMIT (PROVISION No. 10).** The tenant has been requested to submit a soil Sampling and Analysis Plan [SAP] for review and implementation upon approval. Harbors has approved the revised SAP this March. However, no follow-ups has been conducted by tenant to date. Please initiate the testing of the impacted soil promptly and finish soil sampling, and keep Harbors noticed of such action. An authorized representative by Harbors must present during the soil sampling. A complete soil sampling report must be provided to Harbors Division within 45 days upon sampling.
- Structural Compliance – There are structures on the Premises that have not received Harbors approval. **THIS IS A VIOLATION OF TENANT'S REVOCABLE PERMIT (PROVISION No. 13).** The improvement and alterations on 2nd level, which are "substantial" and are accessed by stairways (Photos 19 and 20), which require "structural" consideration by a licensed professional to certify the integrity of the structure, or otherwise need to be removed from the premises. All Occupational Safety and Health Administration [OSHA] concerns need to be addressed. Tenant was noticed of this violation on several occasions.
- Hazardous Material Storage and Revocable Permit – A list of potentially hazardous substances (e.g., solvent-based paint, lacquer, acetone) are stored and/or used on the premises (Photos 11 to 16). **THIS IS A VIOLATION OF TENANT'S REVOCABLE PERMIT (PROVISION No. 26.H).** Tenant has been noticed of this violation on several

occasions. However, up to date, Harbors have not received any permit application from the tenant.

- Spill Kit – Equipment fueling on small scale is conducted on-site (Photo 7). However, no spill kit and containment were setup nearby. Please keep a spill kit on-site at all times and have it replenished when necessary.

Please work toward implementing following recommended Best Management Practices:

- Vessel Repair/Maintenance – At the time of the inspection, a catamaran to be repaired was setup above the trench drain (Photo 4). It is recommended that the trench drain be covered up to eliminate the potential pollutants from accumulating in the area.
- Forklift Maintenance – Please continue to monitor equipment/vehicles for any sign of leaking condition and maintain them on a regular basis and place drip plans or other absorbent material underneath to catch any leak/spill, while not in use. It is also recommended that a forklift maintenance log be kept on-site.
- Battery Storage - One used battery was observed by driver's seat on the forklift (Photo 7). Please store used batteries properly (i.e., in a covered area and lift from the ground).
- General Housekeeping – Please continue to improve general housekeeping. Both trenching areas shall be cleaned regularly. Shavings derived from vessel repair and maintenance activities shall be clean up on a timely basis (e.g., by the end of each working day, prior to a forecasted raining event).
- Harbors Training – Based on our records, no one from your company have attend Harbors Annual Tenant Storm Water Pollution Prevention Awareness Training since 2011. Please attend this mandatory training. Failure to do so may result in a higher risk category.

Photo Log



Photo 1: View of facility entrance (facing south-southeast).



Photo 2: Second level disassembled (facing east-northeast).

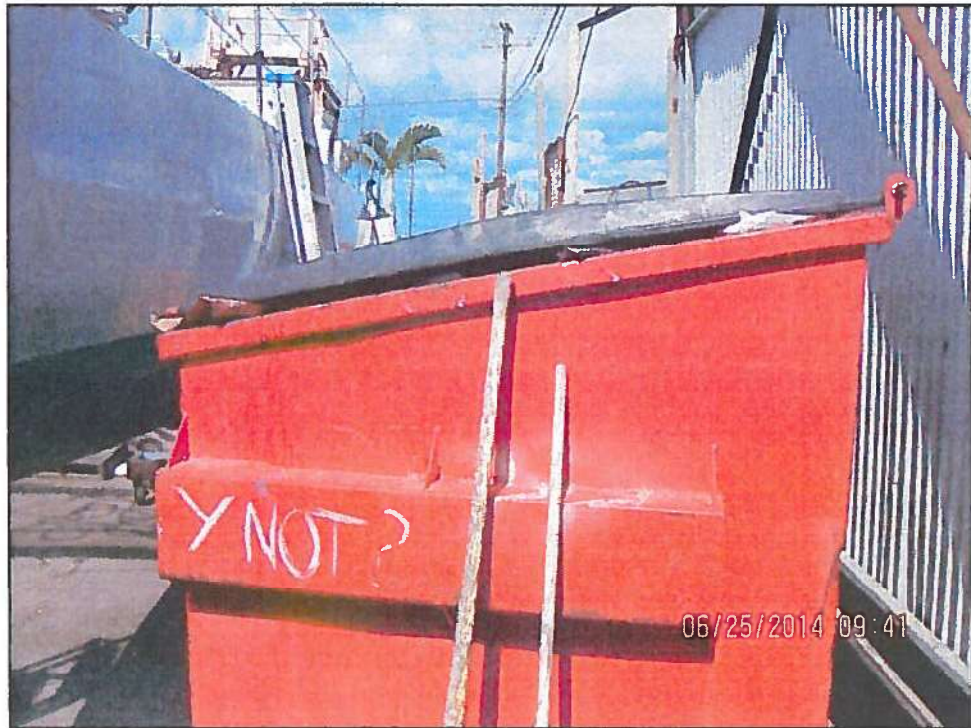


Photo 3: Trash bin closed while not in use (facing west-southwest).



Photo 4: One catamaran on-site to be repaired (facing west-southwest). Beneath the vessel is the trench drain bermed with biosocks (circled in red).



Photo 5: Litter scattered in the trench drain, bermed with biosocks (facing north-northwest).



Photo 6: Upon notification, facility personnel picked up litter (facing north-northwest).



Photo 7: Forklift used on-site (facing north-northwest). Battery and fuel tank observed on top. Oil stains on the ground.

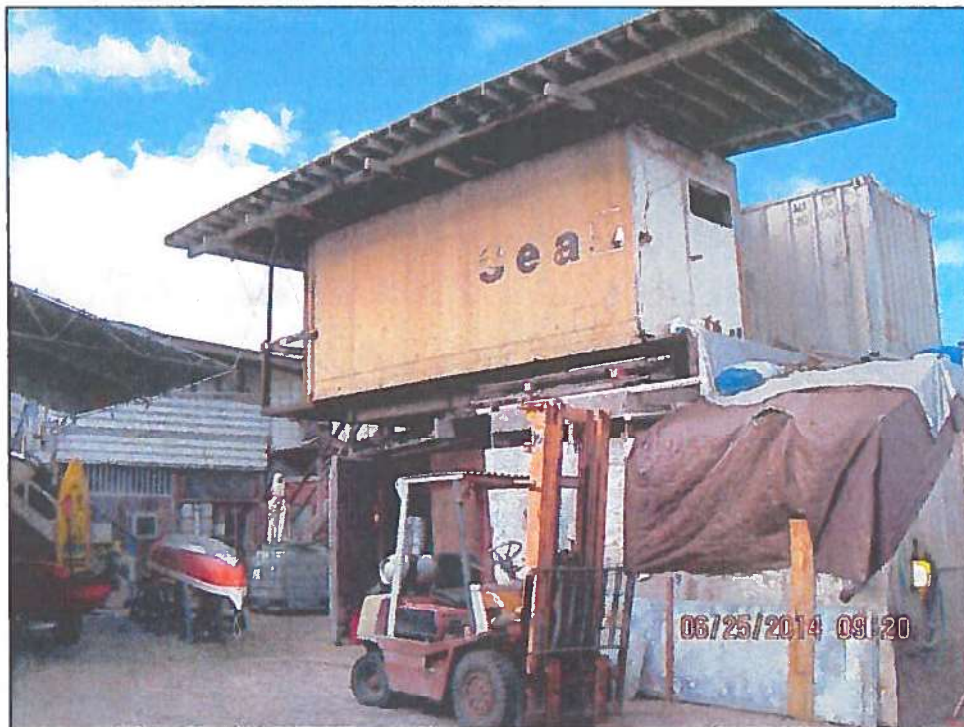


Photo 8: Remaining second level to be disassembled (facing southwest).



Photo 9: One 250-gallon IBC used to store sanitary wastewater temporarily (facing southwest). Contractor pumps out the waste on a regular schedule.



Photo 10: Overview of the second trenching area (circled in red; facing southwest).



Photo 11: One flammable cabinet stored on-site (facing southwest).



Photo 12: View of the chemicals stored inside (facing southwest).



Photo 13: A second flammable cabinet observed at the covered workshop (facing east-northeast).



Photo 14: View of chemicals stored inside (facing east-northeast).



Photo 15: View of other MISC chemicals store on-site (facing east-northeast).



Photo 16: Containers of motor oil stored in one of the cabinets (facing east-northeast).

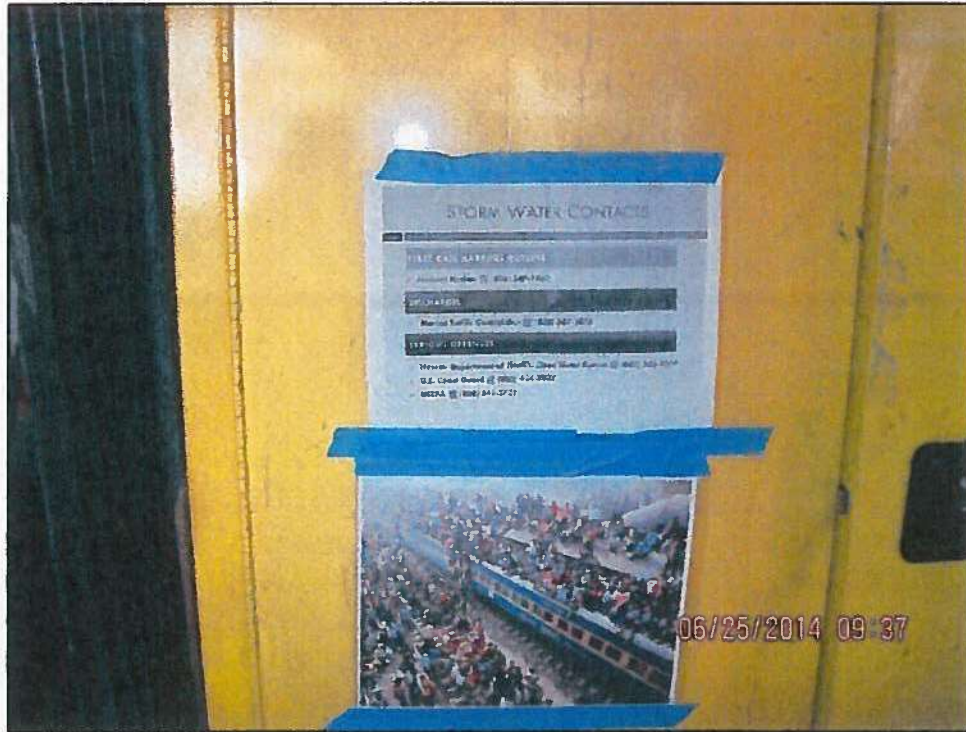


Photo 17: "Storm Water Contacts" Sign posted on-site.



Photo 18: Batteries stored on wooden pallet and under the shed in the shop (facing northeast).



Photo 19: One 55-gallon drum observed on the top of the structure (facing south-southeast).

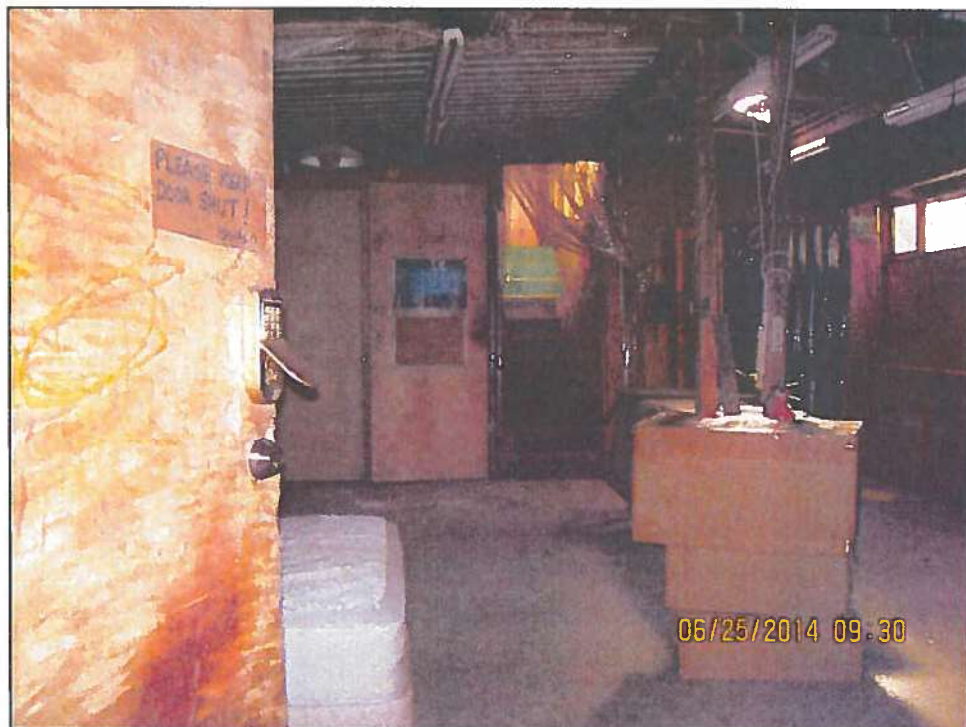


Photo 20: Inside view of the structure (facing northeast).



State of Hawaii Department of Transportation Harbors Division
Environmental Compliance, BMP, and P2 Inspection Checklist for Tenant

Harbor: Honolulu Harbor Date/Time: 6/25/2014 (0900 - 0945)
Inspector(s): Ying Zhang Weather Conditions: Sunny

Type of Inspection: ☒ Regular Inspection ☐ Follow-up Inspection ☐ Final Inspection
☐ New Tenant Inspection - Date of Occupancy:

Tenant Business Name: Kirkwood Clarke (dba Hawaiian Catamaran Multihull Design)
Tenant Permit(s): H-97-2000
Facility Location: Keehi Industrial Park Area (Pier 60)
Facility Mailing Address: 50-C Sand Island Access Road, Honolulu HI 96819
Tenant Representative: Mr. Matthew Buckman
Phone Number: _____ Mobile Number: (808) 306-6012
Fax Number: _____ E-mail Address: Hawncat@gmail.com
EPA ID No. (if any): _____ IWDP No. (if any): _____

Facility Description:

Hawaiian Catamaran Multifull Design operates a small vessel repair shop at KIPA. Major operations include fiberglass work, welding and air brush. Sinks and bathroom are plumed to a holding tank, which is pumped to a IBC. Sanitary wastewater are pumped out off-site by a contractor when both containers are full (usually on a monthly basis).

Site Drainage Description (including stenciling):

Storm water flows into the two trenches, and then sheet flow onto common area (toward Keehi Lagoon).

Any illicit discharge into Harbors storm water drainage system?

☐ Yes ☒ No ☐ N/A

If "Yes", please describe here:

Related Risk Ranking Criterion:

Operations:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Vessel Maintenance | <input type="checkbox"/> Vessel Washing |
| <input checked="" type="checkbox"/> Vessel Fueling | <input checked="" type="checkbox"/> Vehicle/Equipment Fueling |
| <input type="checkbox"/> Vehicle/Equipment Maintenance | <input type="checkbox"/> Vehicle/Equipment Washing |
| <input checked="" type="checkbox"/> Petroleum Product Storage | <input checked="" type="checkbox"/> Material Storage |
| <input checked="" type="checkbox"/> Hazardous Material Storage | <input checked="" type="checkbox"/> Material Handling |
| <input checked="" type="checkbox"/> Waste Handling | <input type="checkbox"/> Building Maintenance |

NPDES Compliance

☐ Yes ☐ No ☒ N/A

If "Yes", please complete this section

NPDES Permit Number: _____

Expiration Date: _____

DMR Compliance: ☐ Yes ☐ No ☐ N/A

Last round of sampling: _____

SPCC Compliance: ☐ Yes ☐ No ☐ N/A

Still In the process of updating SPCC Plan.

- The facility maintains records of monitoring data for a minimum of five years? ☐ Yes ☐ No ☐ N/A
- The facility has a SWMP and/or SWPCP? ☐ Yes ☐ No ☐ N/A
- The facility has filed a Discharge/Connection Permit with Harbors? ☐ Yes ☐ No ☐ N/A
- Discharge points exhibit unusual characteristics (e.g., sheen, color) ☐ Yes ☐ No ☐ N/A

Material Inventory:

- One 30-gallon of used oil; under the cover.
- MISC paints and solvents; stored inside the flammable cabinet.
- Several containers of motor oil; stored inside the flammable cabinet.
- Several plastic fuel containers; stored under the cover.
- Other MISC chemicals; under the cover.

No.	Inspection Item	Yes	No	N/A	Remarks
Storage					
1	SPCC Compliance: Facility with an aggregate shell capacity of 1,320 gallons or more of petroleum products.			X	
2	AST Containment: ASTs are situated over an impervious surface, have adequate secondary containment and integrity protection, and containment drain valves are kept locked.			X	
3	AST Overflow Protection: Bulk product ASTs are equipped with overflow protection alarms or automatic shutdown pumps.			X	
4	AST Malfunction: Visible piping, tanks, and hoses in good condition (e.g., no exhibit signs of leakage, wear, or malfunction).			X	
5	Oily Equipment: Oily or leaking equipment is stored under cover or with drip pans. Drip pans are emptied or replaced as needed.			X	
6	Storm Water Management: Storm water accumulation in secondary containment is minimized, managed, disposed correctly, and logged.		X		Storm water runoff filtered through two on-site trenches (one located near facility entrance and other one located in-between two cargo container along the west facility boundary). The trenches were bermed with biosocks at the time of inspection. Await soil sampling at trench areas.
7	Salvaged Equipment/Vehicle: Fluids and batteries are removed from salvaged equipment/vehicle before storage.			X	
8	Outdoor Material Storage: Outdoor storage areas have coverings that prevent contact of these items with storm water. Materials are kept above the ground higher than the level of runoff.	X			
9	Labeling: Containers are properly labeled.	X			Upon notification, the 250-gallon IBC was marked.
10	Compatibility: Containers are stored in an organized manner, compatible with other stored materials, labeled correctly, and not stored past allowable holding times.	X			Two flammable cabinets observed on-site.
11	EPCRA: The facility is required to report chemical inventory (Tier II) and/or Toxic Release Inventory (TRI) report.			X	
Fueling					
12	Fueling BMPs: Fueling area engineering controls and BMPs are effective in preventing storm water run on/off.		X		On a small scale. Keep a spill kit nearby.
13	Fueling Inspections: Equipment in fueling areas is in good condition (e.g., do not exhibit signs of leakage, wear, or malfunction). An inspection log is available for inspection.			X	
Washing					
14	Vessel/Vehicle/Equipment Washing: Vehicle or equipment washing is conducted with approval from HDOT Harbors.			X	
15	Hand Washing: Hand or dish washing is conducted over a sink that is plumbed to sanitary sewer or is disposed of appropriately.	X			Sanitary wastewater has been pumped out regularly (monthly).
Vessel/Vehicle/Equipment Maintenance					
16	Vessel/Vehicle/Equipment Maintenance Area: Maintenance is conducted in a designated area, preferably covered.	X			Not all areas are covered.
17	Preventive Maintenance: Preventive maintenance is performed on vehicles and equipment to prevent leaks. Vehicle and equipment are monitored periodically for leaks and drip pans are used.	X			Continue to implement this BMP.

No.	Inspection Item	Yes	No	N/A	Remarks	
18	Maintenance Logs: Records are kept.		X		Recommend keeping a forklift maintenance log.	
19	Parts Washer: Parts washer fluid is disposed appropriately with an authorized disposal contractor.			X		
Material Handling						
20	Material Handling Area: Loading areas are free of unattended stains or pavement in normal deteriorated condition that would indicate good material handling practices.	X			Continue to improve general housekeeping	
Spill Response						
21	Spills and Stains are cleaned thoroughly.	X			Continue to improve.	
22	Spill Kits are kept in all high risk areas and are refilled as needed.		X		Need refill.	
23	Spill Recording: Records are kept of spills and releases in the SWPCP or SPCC Spill and Discharge Log.			X		
24	Harbors Environmental Hotline: Emergency storm water contact numbers have been posted on site.	X				
Building Maintenance & Housekeeping						
25	Sweeping: Trash, debris, and dirt are swept up regularly.	X			Continue to improve.	
26	Deck/Floor Washing: Dry sweeping or mopping is conducted instead of spraying/hosing down.	X				
27	Sumps and OWS Maintenance: Structural controls such as containment sumps or OWSs are emptied and serviced regularly.			X		
28	Cleanliness: All work areas and storage areas are neat and clean.	X			Fair condition	
Waste Handling						
30	Trash Bins: Trash bins are kept closed when not in use and are not overflowing.	X				
31	Used Batteries: Spent lead acid batteries are protected from contact with stormwater runoff and placed in secondary containment while awaiting disposal. Batteries are disposed in a timely manner.		X		One used battery observed on forklift by driver's seat.	
32	EPA Generators: Wastes are disposed properly, records are kept and hazardous waste generator status is known. Facility has an Environmental Protection Agency (EPA) hazardous waste generator identification number and follows appropriate regulations/requirements (CESQG, SQG, LQG).			X		
33	Hazardous Waste Containment: Hazardous waste and used oil storage areas have impermeable surfaces, adequate secondary containment, and integrity protection.			X		
34	Chemical Toilets are cleaned by contractors in a manner that does not allow chemicals (i.e. blue liquid) to enter the Harbor.			X		
Training						
35	HDOT Harbors Annual Training: A representative has attended the most recent HDOT Harbors Storm Water Awareness Training.		X		If "No", the latest training attended: 2011	
36	Material Handling Training: Records of training are available for employees involved in material handling (e.g. forklift operators).			X	Most recent training date:	
37	Container Storage Training: Records of training are available for employees involved in inspection of ASTs or chemical storage areas.			X	Most recent training date:	
38	Fueling Training: Records of training are available for employees involved in large scale vehicle and equipment fueling.			X	Most recent training date:	
39	Hazardous Waste Training: Records of training are available for employees involved hazardous/universal waste handling/disposal activities.			X	Most recent training date:	
General Observed BMPs						
40	General Housekeeping	<input type="checkbox"/> Excellent	<input type="checkbox"/> Good	<input type="checkbox"/> Average	<input checked="" type="checkbox"/> Fair	<input type="checkbox"/> Poor or Unacceptable
41	Recordkeeping	<input type="checkbox"/> Excellent	<input type="checkbox"/> Good	<input type="checkbox"/> Average	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor or Unacceptable <input checked="" type="checkbox"/> Not Applicable
42	All personnel are well-trained	<input type="checkbox"/> Excellent	<input type="checkbox"/> Good	<input checked="" type="checkbox"/> Average	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor or Unacceptable
43	Need follow-up inspection	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

Tenant Risk Ranking Criteria			Score
1 Vessel Maintenance and Repair			
0	Neither maintenance nor repair activities are conducted on-site.		
1	Maintenance and repair activities on any size vessel are conducted entirely indoors (with proper dust control BMPs), with no or minimal potential for discharge of pollutants.		
2	Minor maintenance and repair (30 day or less duration) for small vessels is conducted in their berth (with proper dust control BMPs) with minimal potential for discharge of pollutants.		
3	Maintenance and repair activities on large vessels are conducted outdoors and out of the water (with proper dust control BMPs), with minimal potential for discharge of pollutants.		
4	Major maintenance and repair activities on any size vessel are conducted in a partially confined or unconfined area with moderate potential for discharge of pollutants.		4
5	Maintenance and repair activities on any size vessel are conducted in an unconfined area or in an area with significant potential for discharge of pollutants. (Automatic trigger to high risk designation)		
2 Vessel Fueling			
0	No fuel transfer activities are conducted on-site.		
1	Fueling of small vessel is conducted by a fueling company with proper spill containment and diversion.		1
2	Fueling of small vessel is conducted with spill containment and diversion.		
3	Fueling of large vessel is conducted in designated area with spill containment and diversion.		
4	Fueling of small vessel is conducted in areas WITHOUT spill containment and diversion.		
5	Fueling of large vessels is conducted in areas WITHOUT spill containment or diversion. (Automatic trigger to high risk designation)		
3 Vessel Rinsing			
0	No vessel rinsing is conducted on-site.		
1	Vessel rinsing is conducted in an area designed to contain wash water and debris, with no or minimal potential discharge of pollutants.		
2	Vessel rinsing is conducted in an uncontained area with no direct connection to Harbors stormwater drainage system, or having a minimal potential for discharge of pollutants.		2
3	Vessel rinsing is conducted in an uncontained area with no direct connection to Harbors storm drainage system, but having a moderate potential for discharge of pollutants.		
4	Vessel rinsing is conducted in an uncontained area directly connected to Harbors storm drainage system, and has a moderate potential for discharge of pollutants.		
5	Vessel rinsing is conducted in an uncontained area directly connected to Harbors storm drainage system, and has a significant potential for discharge of pollutants, or not in compliance with EPA VGP or sVGP. (Automatic trigger to high risk designation)		
4 Vehicle and/or Equipment Maintenance and Repair			
0	No equipment/vehicle maintenance and/or repair activities are conducted on-site.		0
1	Maintenance/repair activities are conducted entirely indoors, on a small scale, with minimal potential for discharge of pollutants.		
2	Maintenance/repair activities are conducted entirely indoors, on a large scale, with minimal potential for discharge of pollutants.		
3	Maintenance/repair activities are conducted in a covered area with minimal to moderate potential for discharge of pollutants.		
4	Maintenance/repair activities are conducted outdoors within containment or in an area with moderate potential for discharge of pollutants.		
5	Maintenance/repair activities are conducted outdoors or in an area with significant potential for discharge of pollutants, or any time there is an illicit discharge present. (Automatic trigger to high risk designation)		
5 Vehicle and/or Equipment Fueling			
0	No equipment and/or vehicle fueling activities are conducted on-site.		
1	Equipment/vehicle fueling is conducted by a fueling company with spill containment and diversion.		
2	Equipment/vehicle fueling is conducted on a small scale (i.e., less than 25 gallons per fueling) in areas with spill containment and diversion.		
3	Equipment/vehicle fueling is conducted on a large scale in areas with spill containment and diversion.		
4	Equipment/vehicle fueling is conducted on a small scale WITHOUT spill containment and diversion, but not in areas adjacent to Harbors storm drainage system and nation's water.		4
5	Equipment/vehicle fueling is conducted on large scale WITHOUT spill containment and diversion, or on any scale in areas adjacent to Harbors storm drainage system WITHOUT spill containment and diversion. (Automatic trigger to high risk designation)		
6 Vehicle and/or Equipment Washing			

Tenant Risk Ranking Criteria		Score
0	No equipment/vehicle washing is conducted on-site.	0
1	Equipment/vehicle washing is conducted with Harbors consent and in covered wash area following an approved method, with no or minimal potential discharge of pollutants.	
2	Equipment/vehicle washing is conducted with Harbors consent and in uncovered wash area following an approved method with minimal potential discharge of pollutants.	
3	Equipment/vehicle washing is conducted with Harbors consent and in uncovered wash area following an approved method with moderate potential discharge of pollutants (e.g., adjacent to Harbors storm drainage system or nation's water).	
4	Equipment/vehicle washing is contained and in an area with no direct connection to Harbors storm drainage system and nation's water, but conducted WITHOUT Harbors consent.	
5	Equipment/vehicle washing is not contained, conducted WITHOUT Harbors consent, and in an area directly discharging to Harbors storm drainage system and nation's waters. (Automatic trigger to high risk designation)	
7 Aboveground Oil Storage (size of container ≥ 55-gallon ONLY)		
0	No oil product is stored on-site.	
1	Less than 1,320 gallons of oil is properly stored in a covered area and has no or minimal potential for discharge of pollutants.	1
2	Less than 1,320 gallons of oil is properly stored in an uncovered area and has minimal potential for discharge of pollutants.	
3	More than 1,320 gallons of oil is properly stored with minimal potential for discharge of pollutants, and the facility has an SPCC Plan.	
4	More than 1,320 gallons of oil is properly stored with minimal to moderate potential for discharge of pollutants, but the facility does not have a SPCC Plan.	
5	Oil is improperly stored and/or managed and has a significant potential for discharge of pollutants. (Automatic trigger to high risk designation)	
8 Container Storage (size of containers < 55-gallon)		
0	No containers are stored on-site.	
1	All containers are properly managed and stored entirely indoors and have no or minimal potential for discharge of pollutants.	
2	All containers are properly managed and stored under cover, and have minimal potential for discharge of pollutants.	
3	Containers are properly managed and stored outdoors with minimal potential for discharge of pollutants (e.g., distance from site to the nearest storm drain inlet or surface water is greater than 100 feet or 30 meters).	3
4	Containers are improperly managed but stored indoors or under the cover, with moderate potential for discharge of pollutants.	
5	Containers are improperly managed and stored outdoors with significant potential for discharge of pollutants. (Automatic trigger to high risk designation)	
9 Waste Handling and Disposal (excluding Used Oil)		
0	No waste is stored on-site.	
1	All wastes are non-hazardous and stored indoors or outdoors in covered areas, and have no or minimal potential for discharge of pollutants.	1
2	All wastes are non-hazardous and stored outdoors uncovered, and have moderate potential for discharge of pollutants.	
3	Hazardous wastes are generated and tenant is classified as a CESQG. Hazardous wastes are properly managed, stored, and disposed of. Storage areas have no or minimal potential for discharge of pollutants.	
4	Hazardous wastes are generated and the tenant is classified as a SQG or LQG. Hazardous wastes are properly managed, stored and/or disposed of. Storage areas have no or minimal potential for discharge of pollutants.	
5	Hazardous wastes are generated and the tenant is classified as a CESQG, SQG, or LQG. Hazardous wastes are improperly managed, stored, and/or disposed of. Storage areas have significant potential for discharge of pollutants. (Automatic trigger to high risk designation)	
10 Spill History		
0	No history of oil/chemical spills on-site.	0
1	One to three oil/chemical spills in minimal quantity (e.g., less than five gallons for oil) in the past three years.	
2	One to three oil/chemical spills in moderate quantity (e.g., oil spill of 5 gallons or greater but less than 25 gallons; for all other chemicals please refer to 40 CFR 302.4) in the past three years.	

Tenant Risk Ranking Criteria			• Score
	3	One to three oil/chemical spills greater than the reportable quantity (see 40 CFR 302.4) in the past three years.	
	4	More than three oil/chemical spills greater than reportable quantity in the past three years.	
	5	More than two oil/chemical spills entered into Harbors storm drainage system. Or more than five oil/chemical spills of any quantity in one calendar year. (Automatic trigger to high risk designation)	
11 Enforcement History			
	0	No verbal or written warnings were issued in the past two years.	
	1	Class II violations (such as verbal/written warnings and potential violations identified in an inspection report) were issued in the past two years and corrective actions were immediately taken by the tenant.	
	2	Class I violations (identified in an inspection report and/or documented in an NAV) were issued in the past two years and corrective actions were taken by the tenant.	
	3	Class II violations were issued in the past two years, but corrective actions were NOT immediately taken by the tenant.	3
	4	Class I violations were issued in the past two years, but corrective actions were NOT immediately taken by the tenant.	
	5	Civil penalties were assessed for non-compliance in the past two years. (Automatic trigger to high risk designation)	
12 Training Attendance History			
	-2	The tenant has attended all annual trainings during its tenancy.	
	-1	The tenant has attended the most recent training.	
	2	The tenant has not attended the most recent training.	
	4	The tenant has never attended the training.	4
13 Site Condition and General Housekeeping			
	0	All activities are conducted indoors and have no or minimal potential for discharge of pollutants. General housekeeping is in good condition.	
	1	All activities are conducted indoors and have minimal potential for discharge of pollutants. General housekeeping is in average or fair condition.	
	2	Activities are conducted indoors and outdoors, and general housekeeping is in good condition (e.g., sources of pollutants are properly managed).	
	3	Activities are conducted indoors and outdoors and have minimal to moderate potential for discharge of pollutants. General housekeeping is in fair or above average condition.	3
	4	Activities are conducted outdoors and have moderate potential for discharge of pollutants. General housekeeping is in fair condition.	
	5	Activities are conducted outdoors and pose a significant threat to the environment. (Automatic trigger to high risk designation)	
14 Lease Agreement and/or Revocable Permit Requirements			
	0	Tenant appears to be in compliance with environmental requirements in their tenant lease or revocable permit.	
	5	Tenant is not in compliance with their revocable permit or lease. (Automatic trigger to high risk designation)	5

Total Risk Ranking Score: 31
 Tenant Risk Ranking Category: High

APPENDIX E

Example of Tenant Lease Agreement Addendum I – Environmental Compliance

Lease Agreement Addendum 1

Environmental Compliance - Lessee's Duties

ADDENDUM 1

ENVIRONMENTAL COMPLIANCE – LESSEE'S DUTIES

A. Definitions.

For purposes of this Lease, Lessee 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 and of the State of Hawaii Department of Health.

“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.

B. Lessee's Activities and Duties.

1. **Compliance with Environmental Laws.** Lessee agrees, at its sole expense and cost, to comply with all environmental laws that apply to the leased premises during the term of this lease, and Lessee's occupancy of, and activities on, the leased premises. This duty shall survive the expiration or termination of this lease which means that the Lessee'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 Lessee on the leased premises after the expiration or termination of this lease. Failure of the Lessee to comply with any environmental laws shall constitute a breach of this lease for which the Lessor shall be entitled, in its discretion, to terminate this lease and take any other action at law or in equity it deems appropriate. Lessee shall conform its operations with 49 CFR, Part 195 (Pipeline Safety), and shall install Time Domain Reflectivity (TDR) cable leak detection and monitoring equipment, which meet or exceed industry standards, adjacent to the fuel pipelines and related facilities, to provide an indication of any leak occurrence from any fuel pipeline or containment

device. In addition, the Lessee shall install a secondary containment wall/vaulting to prevent releases into the environment. The Lessee shall also develop, implement, and follow a written integrity management program that addresses the risks of each pipeline, and provides for periodic assessment of the integrity of each pipeline through internal inspection, pressure testing, or other equally effective assessment means, on a regular basis.

2. **Hazardous Substances.** Lessee 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 leased premises (with the exception of the intended routine management of the petroleum products within the proposed pipeline) without first obtaining the written consent of the Lessor 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 lease.

3. **Notice to Lessor.** Lessee shall keep Lessor fully informed at all times regarding all environmental law related matters affecting the Lessee or the leased premises. This duty shall include, without limited the foregoing duty, providing the Lessor with a current and complete list and accounting of all hazardous substances of every kind which are present on or about the leased premises and with evidence that the Lessee 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. 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 anyway to the Lessee by any federal or state authority, or individual, which relates in any way to any environmental law, or any hazardous substance, and the Lessee or the leased premises. As part of this written notice to the Lessor, the Lessee shall also immediately provide the Lessor with copies of all written communications from individuals, 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 Lessee. At least thirty days prior to termination of this lease, or termination of the possession of the leased premises by Lessee, Lessee shall provide the Lessor with written evidence satisfactory to the Lessor that Lessee has fully complied with all environmental laws, including any orders issued by any governmental authority to the Lessee that relate to the leased premises.

4. **Notice to Authorities.** Lessee 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 lease, or sixty days prior to Lessee's termination of possession of the leased premises, whichever occurs first, that Lessee intends to vacate the leased premises and terminate its operations on those leased premises. Lessee shall allow the agents or representatives of said authorities access to the leased premises at any and all reasonable times for the purpose of inspecting the leased premises, and taking samples of any material for inspection or testing for compliance with any environmental laws. Lessee shall provide copies of said written notices to Lessor at the time said notices are provided to said authorities.

5. **Disposal/Removal.** Except for materials that are lawfully sold in the ordinary course of the Lessee's business, Lessee shall cause any hazardous substances to be removed from the leased premises for disposal, and to be transported from the leased premises solely by duly licensed hazardous substances transporters, to duly licensed facilities for final disposal as

required by all applicable environmental laws. Lessee shall provide Lessor 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.

6. Environmental Investigations and Assessments. The Lessee, at its sole cost and expense, shall cause to be conducted such investigations and assessments of the leased premises to determine the presence of any hazardous substance on, in, or under the leased premises as may be directed from time to time by the Lessor, 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 Lessor or the federal or state authority directing said investigations and assessments to be conducted. Lessee shall retain a competent and qualified person or entity that is satisfactory to the Lessor or governmental authority, as the case may be, to conduct said investigations and assessments. Lessee shall direct said person or entity to provide the Lessor 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 Lessor and the governmental authority written results of all tests on said samples upon completion of said testing.

7. Remediation. In the event that any hazardous substance is used, stored, treated, disposed on the premises, handled, discharged, released, or determined to be present on the leased premises, Lessee shall, at its sole expense and cost, remediate the leased premises of any hazardous substances, and dispose/remove said hazardous substance in accordance with paragraph 4. This duty to remediate includes strictly complying with all environmental laws and directives to the Lessee to remediate said hazardous substance from the Lessor. This duty to remediate shall include replacement of any materials, such as soils, so removed with material that is satisfactory to the Lessor and governmental authority, as the case may be. In the event Lessee does not remediate the leased premises to the same condition as it existed at the commencement of the lease, as determined by the Lessor, Lessee understands and agrees that Lessor may exercise its rights under the paragraph entitled Lessor's Right to Act, and until such time as the remediation is complete to the satisfaction of the Lessor, Lessee shall be liable for lease rent in the same manner and amount as if the lease had continued in effect during the period of remediation.

8. Restoration and Surrender of Premises. The Lessee hereby agrees to restore the leased premises, at its sole cost and expense, including the soil, water and structures on, in, or under the leased premises to the same condition as the premises existed at the commencement of this lease, fair wear and tear to the structures excepted. In the event Lessee does not restore the leased premises to the same condition as it existed at the commencement of the lease, as determined by the Lessor, Lessee understands and agrees that Lessor may exercise its rights under the paragraph entitled Lessor's Right to Act, and until such time as the restoration is complete to the satisfaction of the Lessor, Lessee shall be liable for lease rent in the same manner and amount as if the lease had continued in effect during the period of restoration.

9. Lessor's Right to Act. In the event Lessee fails for any reason to comply with any of its duties under this lease or under any environmental laws within the time set for doing so, or within a reasonable time as determined by the Lessor, Lessor shall have the right, but not the obligation, in its sole discretion, to perform those duties, or cause them to be performed. Lessee

hereby grants access to the leased premises at all reasonable hours to the Lessor, its agents, and anyone designated by the Lessor in order to perform said acts and duties. Any cost, expense, or liability of any type that may be incurred by the Lessor in performing said acts or duties shall be the sole responsibility of the Lessee, and Lessee hereby agrees to pay for those costs and expenses, and indemnify the Lessor for any liability incurred. This obligation shall extend to any costs and expenses incident to enforcement of Lessor's right to act, including litigation costs, attorneys fees, and the costs and fees for collection of said cost, expense or liability.

10. Release and Indemnity. Lessee hereby agrees to release the Lessor, its 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 Lessee by reason of any hazardous substance that may be present by whatever means on, in or under the leased premises. The Lessee hereby agrees to indemnify, defend with counsel suitable to the Lessor, and hold harmless the Lessor 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 leased premises, the Lessor's ownership of the premises, or this lease, including the presence of any hazardous substance on the leased premises.

11. Surety/Performance Bond for Cleanup/Restoration. At its sole cost and expense, Lessee shall provide the Lessor with a Bond, or other security satisfactory to Lessor, in the amount of \$100,000.00 to assure removal of any hazardous substances, and the remediation and restoration of the leased premises during the term of, and at the conclusion of the lease so as to comply with the terms of this lease to the satisfaction of the Lessor, and in order to comply with environmental laws. Lessee shall provide written evidence that said Bond or security has been secured by the Lessee, which evidence shall indicate the term during which said Bond or other security shall irrevocably remain in effect.

12. Insurance. Effective at the commencement of this lease, Lessee 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. 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 law by the Lessee. Said policy of insurance shall name the Lessor as an additional insured. Lessee shall provide proof of said insurance satisfactory to the Lessor which shall include, at a minimum, the coverage provided, and the term during which said policy shall be effective.

APPENDIX F
Example of Revocable Permit

DEPARTMENT OF TRANSPORTATION
HARBORS DIVISION
79 South Nimitz Highway
Honolulu, Hawaii 96813

REVOCABLE PERMIT NO. H-12-XXXX

The STATE OF HAWAII, hereinafter called the "STATE," hereby grants to the "PERMITTEE" permission to enter, use and occupy on a month-to-month basis, the premises described in item 2, and designated on Exhibit "A," attached hereto and made a part hereof, for the purpose(s) specified in item 4; and the PERMITTEE agrees to pay the rental specified in item 5, and to perform all other obligations imposed upon it by the Terms and Conditions hereof.

1. PERMITTEE:

2. PREMISES: _____, as shown on attached
Exhibit "A"

3. LOCATION:

4. PURPOSE:

5. RENTAL:

6. SECURITY DEPOSIT:

7. EFFECTIVE DATE:

Dated at Honolulu, Hawaii, _____

BOARD OF LAND AND NATURAL
RESOURCES

STATE OF HAWAII

By _____
Chairperson and Member

By _____
Harbors Administrator

Approved by the Board
at its meeting held on

By _____
Its

1. **TERM.** This Permit is granted on a month-to-month basis only, for a period not to exceed one (1) year from the effective date hereof. Any renewal of this Permit shall be on a month-to-month basis for a period not to exceed one (1) year. Notice of renewal need not be reduced to writing, it being agreed that such renewal shall be automatic unless a party hereto shall give the other party ten (10) working days' notice of its intention not to renew or unless the Board of Land and Natural Resources shall fail to approve the renewal. Further, this Permit will not be renewed, or a new Permit granted should the PERMITTEE not be current in its obligations to the STATE.

2. **PERMITTEE'S PRIOR INSPECTION.** The PERMITTEE warrants that it has inspected the Premises and all improvements thereon, knows the condition thereof, accepts the premises in an "as is" condition, including soil, water, structures, and fully assumes all risks incident to the use and enjoyment of the Premises, but excluding any Hazardous Substances that may be found to exist on the premises on the commencement date of this permit and which existing hazardous substance shall be governed by paragraph 26 of this permit.

3. **SECURITY DEPOSIT.** The PERMITTEE, upon execution of this Permit, shall deposit with the STATE in legal tender or in such other form as may be acceptable to the STATE an amount equal to two (2) months' rental as security for the faithful performance on its part of all the terms and conditions, including the special terms and conditions, if any, specified in paragraph 26 of this Permit. The said deposit will be returned, without interest, to the PERMITTEE upon the termination of this Permit only if it has faithfully performed said terms and conditions to the satisfaction of the STATE. In the event the PERMITTEE does not so perform, the STATE may declare the deposit forfeited or apply it as an offset to any amounts owed by the PERMITTEE to the STATE under this Permit or to any damages or loss to the STATE caused by the breach by the PERMITTEE of such terms and conditions. The exercise of this option is without prejudice to the right of the STATE to exercise its rights under the Environmental Compliance-Permittee's Duties provision below including, but not limited to, the requirement for obtaining a surety/performance bond and the STATE's rights thereunder. Furthermore, the exercise of the STATE's rights under this provision concerning Security deposit is without prejudice to the rights of the STATE to institute action for debt or damages against the PERMITTEE or to take any other or further action against the PERMITTEE provided by law for the enforcement of the rights of the STATE under this Permit.

4. **INSURANCE.** The PERMITTEE shall, concurrently with the execution of this Permit, deliver to the STATE, a Commercial Liability Insurance policy or policies, or a certificate of insurance in lieu thereof, evidencing that such policy has been issued and is in force, with a combined single limit of not less than \$1,000,000.00 for bodily injury and damage to property per occurrence and \$2,000,000.00 aggregate. The specification of limits contained herein shall not be construed in any way to be a limitation on the liability of the PERMITTEE for any injury or damage or for any rent, service charge or other charges under this Permit.

Such insurance shall (a) be issued by an insurance company or surety company authorized to do business in the State of Hawaii or approved in writing by the Director of Transportation; (b) name the State of Hawaii as an additional insured; (c) provide that the Department of Transportation shall be notified at least thirty (30) days prior to any termination, cancellation or material change in its

insurance coverage; (d) cover all injuries, losses or damages arising from, growing out of or caused by any acts or omissions of the PERMITTEE, its officers, agents, employees, invitees or licenses, in connection with the PERMITTEE's use or occupancy of the Premises including any act or omission related to any Hazardous Waste; and (e) be maintained and kept in effect at the PERMITTEE's own expense throughout the life of this Permit, evidenced by furnishing the STATE without notice or demand a like certificate upon each renewal thereof.

Permittee will immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii.

It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, provided by this policy. **See also Environmental Compliance – Permittee's Duties below.**

5. INDEMNITY. The PERMITTEE shall at all times with respect to the Premises use due care for public safety and shall defend, hold harmless and indemnify the STATE, its officers, agents and employees from and against all claims or demands for damages, including claims for property damage, personal injury or death, (a) arising on the Premises, or by reason of any fire or explosion thereon; or (b) arising from, growing out of, or caused by any act or omission on the part of the PERMITTEE its officers, agents, employees, invitees or licenses in connection with the PERMITTEE'S use or occupancy of the Premises. **See also Environmental Compliance – Permittee's Duties below.**

6. METHOD OF PAYMENT OF RENTAL AND SERVICE CHARGE ON DELINQUENT RENTALS AND OTHER CHARGES. The monthly rental shall be payable in advance, without notice or demand, at the Harbors Division Fiscal Office on Oahu and at the appropriate District Office on Hawaii, Maui or Kauai, on the first (1st) day of each and every month during the life of this Permit.

Interest; Service Charge: Without prejudice to any other remedy available to the STATE, the PERMITTEE agrees without further notice or demand as follows: (a) To pay interest at the rate of one percent (1%) per month, compounded monthly on all delinquent payments; (b) To pay a service charge of \$30.00 a month for all delinquent payments, or such other charge as may be prescribed by rules adopted by the STATE, provided that in no event shall a service charge in excess of \$50.00 be levied under this Permit; and (c) That the term "delinquent payments" as used herein means fees, rents, service charges and other charges payable by the PERMITTEE to the STATE, which are not paid when due.

7. ACCEPTANCE OF RENT NOT A WAIVER. The acceptance of rent by the STATE shall not constitute a waiver of any breach by the PERMITTEE of any of the terms and conditions upon which this Permit is granted and to which the PERMITTEE agrees, or of the STATE's right to terminate or revoke this Permit. Failure by the STATE to insist upon strict performance hereof by the PERMITTEE, or to exercise any option herein reserved, shall not be construed as a waiver or as a relinquishment of any of its rights under this Permit.

8. **RESERVATION OF RIGHT TO INCREASE OR DECREASE RENT.** The STATE reserves the right to increase or decrease the monthly rental at any time upon thirty (30) days' advance written notice.

9. **UTILITIES AND OTHER CHARGES.** The PERMITTEE shall be responsible for and pay all charges for water, electricity, telephone and other utilities and all charges for sewer, garbage and trash disposal; where any of such services are provided by the STATE at the request of the PERMITTEE, it shall pay the STATE's charges therefore.

10. **WASTE, STRIP AND NUISANCE; MAINTENANCE.** The PERMITTEE shall not make, permit or suffer any waste, strip, nuisance or any other unlawful, improper or offensive use of the Premises.

The PERMITTEE shall maintain the Premises, improvements thereon, all equipment and other personal property of the PERMITTEE upon the Premises in a strictly clean, neat, safe, orderly and sanitary condition, free of waste, rubbish and debris and shall provide for the safe and sanitary handling and disposal of all trash, garbage and other refuse from the Premises. **See also Environmental Compliance – Permittee’s Duties below.**

11. **NOTICES.** All notices, demands and requests which may be given or which are required to be given by either Party to the other pursuant to this Agreement, shall be in writing and shall be deemed effective either: (a) on the date personally delivered to the address below, as evidenced by written receipt therefore, whether or not actually received by the person to whom addressed; (b) on the third (3rd) business day after being sent, by certified or registered mail, addressed to the intended recipient at the address specified below whether or not actually received by the person to whom addressed or any return receipt is executed; (c) on the first (1st) business day after being deposited into the custody of a nationally recognized overnight delivery service such as Federal Express Corporation, DHL, Emery or Purolator, addressed to such party at the address specified below; or (d) on the date of transmission by facsimile or electronic mail to the respective numbers or addresses specified provided that a "hard" copy is post-marked the same date by first-class certified mail or sent via nationally recognized overnight delivery service to the address specified below. All notices to a Party shall be made to the address below unless the Party gives notice of a change of name or address or number, and thereafter, notices to that Party shall be given as demanded in that notice:

a. If to Lessee/Permittee: Name: _____
 Address: _____
 City: _____
 Zip Code: _____
 Phone: (808) _____
 Fax: (808) _____

- b. If to DOT: State of Hawaii Department of Transportation
869 Punchbowl Street, 5th Floor
Honolulu, Hawaii 96813-5097
Attn: Director
Phone: (808) 587-2150
Fax: (808) 587-2167
- c. With a copy to: State of Hawaii Department of Transportation
Harbors Division
Property Management Section
79 South Nimitz Highway
Honolulu, HI 96813
Attn: Harbors Administrator
Phone: (808) 587-1940
Fax: (808) 587-2504

12. **ENTRY BY STATE.** The STATE or its agents and employees may enter the Premises at all reasonable hours to inspect the Premises and determine if the PERMITTEE is complying with the terms and conditions of this Permit or for any other proper purpose. The PERMITTEE shall not make any claim for damages or set off of rent, service charge or other charges by reason or on account of such entry.

13. **REPAIRS.** The PERMITTEE shall, at its own expense, keep and maintain the Premises in condition similar to that which existed on the effective date of this Permit, ordinary wear and tear and damage by acts of God excepted. **See also Environmental Compliance – Permittee’s Duties below.**

14. **STRUCTURAL IMPROVEMENTS, ALTERATIONS OR ADDITIONS.** No substantial improvement, alteration or addition of a structural nature shall be made, installed or constructed on, under or within the Premises by the PERMITTEE unless it first submits its plans and specifications thereof to the STATE for its approval and unless said plans and specifications are in fact approved in writing by the STATE. A total of four (4) sets of the proposed plans, stamped by a licensed engineer authorized to conduct business in the State, shall be submitted to the State for its review and approval. Such plans and specifications shall not be submitted unless they are in full compliance with all applicable statutes and rules and regulations. Any improvements, alterations or additions shall be accomplished at the sole cost and risk of the PERMITTEE and the STATE shall not be responsible for any damage to or destruction of any such improvements, alterations or additions or any personal property on the Premises. The Permittee shall also provide notice to the responsible agencies, including the Office of Environmental Quality, and otherwise comply with H.R.S. Chapter 343 to determine if such improvement, alteration or addition requires environmental assessments or statements. **See Environmental Compliance – Permittee’s Duties below.**

15. **REMOVAL OF IMPROVEMENTS OR ADDITIONS.** The PERMITTEE may remove, at its own cost and risk, any and all improvements or additions or any portions thereof, constructed or

installed by it upon the Premises, at any time during the life of this Permit or within thirty (30) days after the termination or revocation hereof; provided that, the PERMITTEE shall give, prior to said termination or revocation, written notice of its intent to remove the same and that in the event of such removal, the Premises shall be restored by the PERMITTEE to a condition similar to that which existed immediately prior to the construction or installation thereof; ordinary wear and tear excepted and damage by acts of God excepted; provided further that, until such removal and restoration has been completed to the satisfaction of the STATE, the PERMITTEE shall continue to pay the rent set forth in item 5 herein. Failure of the PERMITTEE to give notice of intention to remove prior to termination or revocation shall be deemed to be an abandonment of said improvements or additions. **See also Environmental Compliance – Permittee's Duties below.**

16. OPTION TO REQUIRE REMOVAL OF IMPROVEMENTS OR ADDITIONS. The STATE, with respect to any improvements or additions or any portions thereof constructed or installed by the PERMITTEE on the Premises, reserves the right within twenty (20) working days after the date of termination or revocation of this Permit to require the PERMITTEE to remove the same at the PERMITTEE's cost and risk within thirty (30) days after said termination or revocation. Upon failure of the PERMITTEE to effect such removal within the specified time, the STATE may effect such removal, and restore the Premises to a condition similar to that which existed immediately prior to the construction or installation of the improvements or additions by its own employees or by an independent contractor and assess the PERMITTEE the total cost thereof.

17. COMPLIANCE WITH LAWS; DISCRIMINATION PROHIBITED. The PERMITTEE shall comply with all laws, ordinances and rules and regulations of all governmental agencies, applicable to the Premises or relating to and affecting any business or other commercial activity conducted on the Premises.

The use and enjoyment of the Premises shall not be in support of any policy which discriminates against anyone based upon race, creed, color, sex or national origin.

The PERMITTEE, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operate on the said property described in this permit for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits. The PERMITTEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code A, Office of the Secretary, Part 21, Non-Discrimination in Federally-Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate this permit and re-enter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued.

The PERMITTEE assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in 14

CFR Part 152, Subpart E. The PERMITTEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The PERMITTEE assures that it will require that its covered suborganizations provide assurances to the STATE that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations as required by 14 CFR Part 152, Subpart E, to the same effect.

18. **TRANSFERABILITY.** This Permit and the Premises or any part thereof, inclusive of any and all rights or obligations accruing or arising under it, shall not be sold, transferred, assigned, leased, mortgaged, sublet or otherwise alienated or encumbered in any manner whatsoever.

19. **PROPERTY TAXES.** The PERMITTEE shall pay all real property taxes lawfully assessed against the Premises.

20. **TERMINATION AND REVOCATION.** This Permit may be terminated by either party without cause upon thirty (30) days advance written notice; provided that, in the event the PERMITTEE fails to pay any rental, service charge, fees or charges when due or otherwise breaches any of the terms and conditions, the STATE may revoke this Permit upon five (5) working days written notice.

21. **RIGHT TO RE-ENTER AND ASSUME POSSESSION.** The STATE reserves the right and PERMITTEE agrees that, upon breach of any one or more of the terms and conditions of this Permit and/or termination thereof under paragraph 19 herein, the STATE may without necessity of court action, enter upon and administratively take possession of the Premises from PERMITTEE.

22. **RESTORATION.** The PERMITTEE shall within thirty (30) days of the termination or revocation of this Permit, restore the Premises, at its own cost and risk to a condition similar to that which existed prior to the effective date of this Permit, reasonable and ordinary wear and tear and damage by acts of God excepted, and peacefully surrender possession thereof to the STATE. In the event the PERMITTEE fails to effect such restoration of the Premises, the STATE may accomplish the same by its own employees or by an independent contractor and assess the PERMITTEE the total cost thereof. **See also Environmental Compliance – Permittee's Duties below.**

23. **HOLD OVER TENANCY.** If the PERMITTEE does not vacate the Premises upon the revocation or termination of the Permit, the PERMITTEE shall pay the STATE hold over rent. The rent for each day, or part of a day, during which the PERMITTEE remains in possession will be the amount payable immediately prior to the revocation or termination of the Permit. During any hold over period, the PERMITTEE shall be deemed an illegal occupant and acceptance of such payment by the STATE shall not constitute a waiver of any of the terms and conditions of this permit and shall not preclude the STATE from pursuing any other rights or remedies the STATE may be entitled to pursue under this Permit, including but not limited to assuming possession of the Premises as provided in paragraph 20 above or bringing an ejectment action for the recovery of Premises, without first giving notice to quit or making a demand for possession.

24. **COURT COSTS AND ATTORNEY'S FEES.** The PERMITTEE shall pay any and all court costs and attorney's fees incurred or paid by the STATE in collecting rents, penalties, service charges, fees or other charges due from or payable by the PERMITTEE under this Permit in removing from the Premises the PERMITTEE and any improvements or additions constructed or installed by it thereon, or in recovering any damages or losses caused by the PERMITTEE's breach of any of the terms or conditions of this Permit.

25. **INTERPRETATION.** The use of any gender shall include all genders, the use of the singular shall include the plural and the use of the plural shall include the singular, as the context may require.

26. **CONFLICTING TERMS AND CONDITIONS.** When an inconsistency exists between these Terms and Conditions and the Special Terms and Conditions, the Special Terms and Conditions shall govern.

27. **SPECIAL TERMS AND CONDITIONS.**

ENVIRONMENTAL COMPLIANCE – PERMITTEE’S DUTIES

A. Definitions.

For purposes of this Revocable Permit, Permittee 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 and of the State of Hawaii Department of Health.

“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.

B. Permittee's Activities and Duties.

1. **Compliance with Environmental Laws.** Permittee agrees, at its sole expense and cost, to comply with all environmental laws that apply to the premises during the term of this Revocable Permit, and Permittee's occupancy of, and activities on, the premises. This duty shall survive the expiration or termination of this Revocable Permit which means that the Permittee'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 Permittee on the premises after the expiration or termination of this Revocable Permit. Failure of the Permittee to comply with any environmental laws shall constitute a breach of this Revocable Permit for which the State shall be entitled, in its discretion, to terminate this Revocable Permit and take any other action at law or in equity it deems appropriate.

2. **Hazardous Substances.** Permittee 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 Revocable Permit.

3. **Notice to the State.** Permittee shall keep the State fully informed at all times regarding all Environmental law related matters affecting the Permittee or the premises. This duty shall include, without limit to the foregoing duty, providing the State with a current and complete list and accounting of all hazardous substances of every kind which are present on or about the premises and with evidence that the Permittee 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. 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 anyway to the Permittee by any federal or state authority or individual which relates in any way to any environmental law or any hazardous substance and the Permittee or the premises. This written notice to the State shall include the Permittee immediately providing the State with copies of all written communications from individuals 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 Permittee. At least thirty (30) days prior to termination of this Revocable Permit, or termination of the possession of the premises by Permittee, whichever shall first occur, Permittee shall provide the State with written evidence satisfactory to the State that Permittee has fully complied with all environmental laws, including any orders issued by any governmental authority to the Permittee that relate to the premises.

4. **Notice to Authorities.** Permittee shall provide written notice to the Environmental Protection Agency and the State of Hawaii Department of Health at least sixty (60) days prior to the termination of this Revocable Permit, or sixty (60) days prior to Permittee's termination of possession of the premises, whichever occurs first, the fact that Permittee intends to vacate the premises and

terminate its operations on those premises. Permittee shall allow the agents or representatives of said authorities' access to the premises at any and all reasonable times for the purpose of inspecting the premises and taking samples of any material for inspection or testing for compliance with any environmental laws. Permittee shall provide copies of said written notices to the State at the time said notices are provided to said authorities.

5. **Disposal/Removal.** Except for materials that are lawfully sold in the ordinary course of the Permittee's business and for which the Permittee has obtained all required authorizations from appropriate authorities including the prior written permission of the State to have said substance on the premises, Permittee shall cause any hazardous substances to be removed from the premises for disposal. This duty shall include the transportation of said hazardous substance from the premises solely by duly licensed hazardous substance transporters to duly licensed facilities for final disposal as required by all applicable environmental laws. Permittee shall provide the 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.

6. **Environmental Investigations and Assessments.** The Permittee, 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. Permittee 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. Permittee 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 directly to the State and the governmental authority at the sole expense of the Permittee written results of all tests on said samples upon completion of said testing.

7. **Remediation.** In the event that any hazardous substance is used, stored, treated, disposed on the premises, handled, discharged, released, or determined to be present on the premises, or to have migrated from the premises, Permittee shall, at its sole expense and cost, remediate the premises, or any location off the premises to which it is determined that the hazardous substance has migrated, of any hazardous substances. Said duty to remediate includes the removal and disposal of said hazardous substances in accordance with paragraph 5. This duty to remediate includes strictly complying with all environmental laws and directives to remediate said hazardous substance issued from the State or any federal or State governmental authority charged with enforcing the Environmental laws. This duty to remediate shall include replacement of any materials, such as soils, removed with material that is satisfactory to the State and governmental authority, as the case may be.

8. **Restoration and Surrender of Premises.** The Permittee 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 Revocable

Permit, fair wear and tear to the structures excepted. In the event Permittee does not restore the premises to the same condition as it existed at the commencement of the Revocable Permit, as determined by the State, the Permittee understands and agrees that the State may exercise its rights under the paragraph entitled State's Right to Act, and until such time as the restoration is complete to the satisfaction of the State, Permittee shall be liable for Revocable Permit rent in the same manner and amount as if the Revocable Permit had continued in effect during the period of restoration.

9. State's Right to Act. In the event the Permittee fails for any reason to comply with any of its duties under this Revocable Permit or under any environmental laws within the time set for doing so, or within a reasonable time as determined by the State, the State shall have the right, but not the obligation, in its sole discretion, to perform those duties, or cause them to be performed. Permittee 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 Permittee and Permittee 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 litigation costs, attorneys' fees and the costs and fees for collection of said cost, expense or liability.

10. Release and Indemnity. Permittee hereby agrees to release the State, its 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 State and/or the Permittee by reason of any hazardous substance that may be present by whatever means on, in or under the premises. The Permittee 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 Revocable Permit, including the presence of any hazardous substance on the premises. Permittee understands and agrees that any assessments, fines or penalties that may be assessed against the Permittee or the State by reason of any environmental law violation concerning the premises shall be paid, complied with, and in every way satisfied by the Permittee and not the State.

11. Surety/Performance Bond for Cleanup/Restoration. At its sole cost and expense, Permittee shall provide the State with a Bond, or other security satisfactory to State, in the amount of \$ N/A 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 Revocable Permit so as to comply with the terms of this Revocable Permit to the satisfaction of the State and in order to comply with environmental laws. Permittee shall provide written evidence that said Bond or security has been secured by the Permittee which evidence shall indicate the term during which said Bond or other security shall irrevocably remain in effect.

12. Insurance. Effective at the commencement of this Revocable Permit, Permittee 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 per occurrence and \$2,000,000.00 aggregate. Said policy of insurance shall provide coverage for personal injury and damage to property caused by hazardous substances or any occurrence that may constitute a violation of any environmental law by the Permittee or the State. Said policy of insurance shall name the State as an additional insured. Permittee 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.

Permittee will immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii.

It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, provided by this policy.

28. AMERICANS WITH DISABILITIES ACT

A. The PERMITTEE shall comply with the rules and regulations relating to the Americans with Disabilities Act (ADA) 28 C.F.R. Part 36 entitled, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities." The ADA Title III Regulation prohibits discrimination on the basis of disability by public accommodations and requires places of public accommodation and commercial facilities to be designed, constructed, and altered in compliance with the accessibility standards established by 28 C.F.R Part 36. Plans to construct or alter the existing improvements shall be reviewed and preapproved by the STATE prior to any construction commencing. PERMITTEE's failure to comply with this provision shall be considered a breach of the terms and conditions of this agreement which may result in the revocation of this permit and termination of PERMITTEE's occupancy.

29. The Permittee shall implement and maintain the Best Management Practices (BMP) that are described in the Harbors Division Stormwater website (<http://hidot.hawaii.gov/harbors/library/stormwater-management/>) as applicable to its construction projects and its business activities.

APPENDIX G
Suspected Illicit Discharge Reporting Form



Suspected Illicit Discharge Reporting Form

General Information: Use this form to report a suspected illicit discharge. If you are unsure, please contact your supervisor or HAR-EE. Examples of illicit discharges: uncontained vehicle/equipment/building/sidewalk washing, sink discharging directly to ground or storm drain inlet, petroleum spills/sheens, unpermitted vessel discharges, uncontained vessel painting/chipping/sandblasting/cleaning, etc.

Observer Information

Name:			
Office Code:		Telephone Number:	
Report Date:			

Description of Suspected Illicit Discharge

Address or Location:		Date and Time:	
Description: (Include Substance and Amount, if known)			
Media into which the discharge occurred: <input type="checkbox"/> Air <input type="checkbox"/> Natural Soil <input type="checkbox"/> Concrete/Asphalt Pavement <input type="checkbox"/> Stream <input type="checkbox"/> Ocean <input type="checkbox"/> Other: _____			
Responsible Party: (if known)			
Cause of Discharge: (if known)			
Clean-up Actions: (if applicable)			
Notifications Made:			

Please forward completed form and/or picture(s) to HAR-EE office. Fax Number: (808) 587-1864

Point of Contact for Reporting

Agency	Telephone Number
Harbor Traffic Control (Aloha Tower)	(808) 587-2076, (808) 368-5993 (Cellular)
Hawaii Department of Transportation Harbors Division, Engineering Environmental Section [HAR-EE]	(808) 587-1962, (808) 587-1976, (808) 587-1960, (808) 587-1963

Additional Follow-up By HAR-EE (to be filled by HAR-EE):

APPENDIX H

Example of Record Keeping Workflow for Tenant-Related Violations

Example of Record Keeping Workflow for Tenant-related Violations

Overview

Whenever enforcement is required, arising from a tenant inspection, a child Enforcement 'Violation Class I' or 'Violation Class II' work order can be created, and predefined enforcement tasks can be added as necessary to track increasingly severe enforcement actions until such time that the violation is resolved. This tenant enforcement work order will track the enforcement work process and record the actions taken and information gathered.

Tenant Enforcement Work Order

- Open an existing tenant inspection work order by checking its box the Open Work Orders template and clicking Open at the top, or by clicking on the blue work order number.

WO Open (Descending) (User)						
Open ▼ Print Expand Configure Map ▼						
<input type="checkbox"/>	Wo	Description	Priority	Status	Submit To	Proj Start Date
<input type="checkbox"/>	2943	Inspect - 2 Recurring	3	1 - ASSIGNED	Zhang, Joy	2016-11-09 4:16 PM
<input checked="" type="checkbox"/>	2942	Inspect - 2 Recurring	3	1 - ASSIGNED	Zhang, Joy	2016-11-09 4:15 PM
<input type="checkbox"/>	2941	Inspect - 2 Recurring	3	1 - ASSIGNED	Zhang, Joy	2016-11-09 4:13 PM
<input type="checkbox"/>	2940	Inspect - 2 Recurring	3	1 - ASSIGNED	Zhang, Joy	2016-11-09 4:11 PM
<input type="checkbox"/>	2936	Environmental Design Review - Harbors	3	0 - INITIATED	Zhang, Joy	2016-11-02 1:50 PM

- From the Inspect – 2 Recurring Work Order that is opened, create a child work order by clicking on the Create Child Work Order button located in the Related Work Activities.

Related Work Activities

Service Requests

Add Request:

Inspections

Add Inspection:

<input type="checkbox"/>	Id	Type	Description	Entity Id	Entity Type	Date	Inspect
<input type="checkbox"/>	4969	INSP	Storm Const Site BMP Insp	SAUS02	TENANTS		

Work Orders

Parent:

- In the work order Select Template, select Enforcement for the Entity Group, Other for the Entity Type, and Enforcement for the Entity Name. For the Work Order Description, select either Violation Class I or Violation Class II whichever applies to your case.

Select Template

Entity Group: Category:

☐ Feature ☐ Object ☒ Other

- Click on the Create button at the top left and the new Violation Class I or II Work Order will appear as shown below.

Work Order

Description: Violation Class I

Number: 2971

Entity Type: ENFORCEMENT Change

Category:

Initiated By: Yim, Spencer Date: 05/2/2017 9:51 AM


Status: 0 - Initiated Priority: 3 Medium

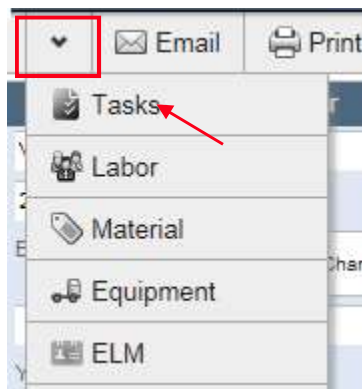
Requested By: Yim, Spencer Supervisor: Yim, Spencer

Submit To: Zhang, Joy Date: 05/2/2017 9:53 AM

Projected Start: 05/2/2017 9:51 AM Projected Finish: 05/2/2017 9:51 AM

Opened By: Date:

- To add Predefined Enforcement Tasks, click on view button  at the top and select Tasks from the drop down list.



- The list of increasingly severe Predefined Enforcement Tasks will appear in the Task/Entity window for you to select from and to add to your Work Order.

Task/Entity

Search By: Predefined

Keyword:

Find

<input type="checkbox"/>	SeqId	Description	Assigned To	Shop
<input type="checkbox"/>	1	Verbal Warning		
<input type="checkbox"/>	2	Written Warning		
<input type="checkbox"/>	3	Notice of Apparent Violation		
<input type="checkbox"/>	4	Notice & Finding of Violation & Order for Complian		
<input type="checkbox"/>	5	Assessment of Civil Penalties		
<input type="checkbox"/>	6	Withhold Payment	Yim, Spencer	
<input type="checkbox"/>	7	Stop Work Order		
<input type="checkbox"/>	8	Issuance of Summons / Citation		
<input type="checkbox"/>	9	Assess Liquidated Damages	Yim, Spencer	
<input type="checkbox"/>	10	Assess Labor & Materials	Yim, Spencer	
<input type="checkbox"/>	11	Terminate Lease or Revocable Permit		
<input type="checkbox"/>	12	Terminate Construction Contract	Yim, Spencer	

- The appropriate enforcement task is selected depending on the severity of the violation starting with the informal Verbal Warning by HAR-PM, followed by the Written Warning by the cognizant District Managers or HAR, and then the Notice of Apparent Violation (NAV) issued by Dep-H. If the tenant violation persists or if the severity of the violation warrants, the more formal enforcement tasks listed below could be pursued such as the Notice & Finding of Violation Order issued by the Director which is accompanied by a notification to the State of Hawaii Department of Health Clean Water Branch – who could pursue separate and additional enforcement actions as well. For severe tenant violations, enforcement could escalate to Assessment of Civil Penalties and Termination of Lease or Revocable Permit by Dep-H.
- Samples of how these enforcement tasks would be processed and recorded in Cityworks for this Violation I work order are provided below. Starting with the Verbal Warning, click the box next to Verbal Warning, fill in available information in the adjacent Details box, and then press the Save button in the lower left corner of the Details box.

Task/Entity

Search By: Predefined

Keyword:

Find

<input type="checkbox"/>	SeqId	Description	Assigned To	Shop
<input checked="" type="checkbox"/>	1	Verbal Warning		
<input type="checkbox"/>	2	Written Warning		
<input type="checkbox"/>	3	Notice of Apparent Violation		
<input type="checkbox"/>	4	Notice & Finding of Violation & Order for Complian		

Details

Sequence:

undefined

Assigned To: Zhang, Joy

Status: CURRENT

Shop:

Permit No.:

Comments:

Record details about the tenant violation and where the Verbal Warning was issued and recorded - e.g., such as in the tenant inspection report.

Projected Start: 05/2/2017 9:59 AM

Projected Finish:

Actual Start:

Actual Finish:

Rework

Proceed

Save

- The saved Verbal Warning work order task is then entered at the top in the Tasks box. See below.

Tasks									
Work Order ID: 2971									
SeqId	Name	Description	Status	Proceed	Rework	Assigned To	Shop	Start Date	Finish Date
1	EnfA Verbal Warning	Verbal Warning	CURRENT	False	False	Zhang, Joy			

view

Edit

Delete

- Work order tasks for informal Written Warnings and Notices of Apparent Violation can similarly be entered and recorded as can work order tasks for more formal enforcement tasks such as Notices of Finding of Violation & Order, Assessment of Civil Penalties, and Stop Work Orders (if applicable to a tenant project).
- If the violation results in a Termination of Lease or Revocable Permit, it would be similarly entered and recorded.

Task/Entity

Search By: Predefined

Keyword:

Find

<input type="checkbox"/>	SeqId	Description	Assigned To	Shop
<input type="checkbox"/>	1	Verbal Warning		
<input type="checkbox"/>	2	Written Warning		
<input type="checkbox"/>	3	Notice of Apparent Violation		
<input type="checkbox"/>	4	Notice & Finding of Violation & Order for Complian		
<input type="checkbox"/>	5	Assessment of Civil Penalties		
<input type="checkbox"/>	6	Withhold Payment	Yim, Spencer	
<input type="checkbox"/>	7	Stop Work Order		
<input type="checkbox"/>	8	Issuance of Summons / Citation		
<input type="checkbox"/>	9	Assess Liquidated Damages	Yim, Spencer	
<input type="checkbox"/>	10	Assess Labor & Materials	Yim, Spencer	
<input checked="" type="checkbox"/>	11	Terminate Lease or Revocable Permit		
<input type="checkbox"/>	12	Terminate Construction Contract	Yim, Spencer	

Details

Sequence:

Response

Assigned To: Yim, Spencer

Status: CURRENT

Shop:

Permit No.:

Comments: Summarize basis for termination of lease or RP.

Projected Start: 05/2/2017 11:15 AM

Projected Finish:

Actual Start:

Actual Finish:

Rework

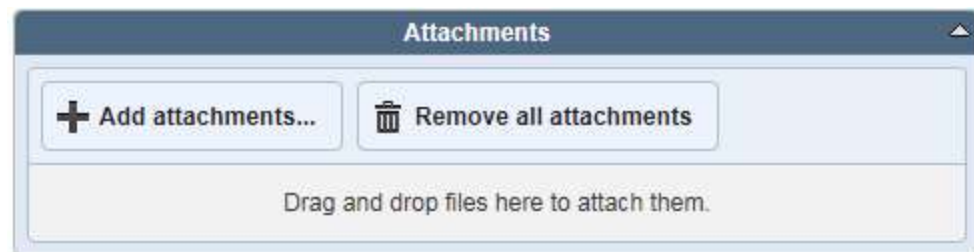
Proceed

Save

- And, the saved Terminate Lease or Revocable Permit work order task is then entered at the top in the Tasks box. See below.

Tasks								
Work Order ID: 2971 ▼								
SeqId	Name	Description	Status	Proceed	Rework	Assigned To	Shop	Start Date
1	EnfA Verbal Warning	Verbal Warning	CURRENT	False	False	Zhang, Joy		
2	EnfA Term Lease Perm	Terminate Lease or Revocable Permit	PENDING	False	False	Yim, Spencer		

- To attach photos and documents related to this enforcement case, return to the main work order window by clicking on the work order button at the top left



- When the tenant violation is corrected and the enforcement action is concluded, go to the main Work Order window and complete the information boxes with the available information as well as add Comments and Notes summarizing the case as appropriate.

Work Order

Description: Violation Class I

Number: 2971

Entity Type: ENFORCEMENT

Category: Corrective

Initiated By: Yim, Spencer

Status: 3 - Work Complete

Requested By:

Submit To: Zhang, Joy

Projected Start: 05/2/2017 9:51 AM

Opened By:

Closed By:

Completed By:

Actual Start: 04/14/2017 12:00 PM

Stage: Actual

Resolution: Work Complete

Date: 05/2/2017 9:51 AM

Priority: 3 Medium

Supervisor: Yim, Spencer

Date:

Projected Finish: 05/2/2017 9:51 AM

Date:

Actual Finish: 05/2/2017 12:00 PM

Expense Type:

Reactive? ☐

Change



Comments:

Add Comment

Sort ▲

no comments

Instructions:

- Press Save  Save at the top.
- If no further action is required, press Close  Close to properly store this work order and to indicate that this enforcement case is no longer open nor does it require action.

ATTACHMENT 4

EMPLOYEE FACT SHEET

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STATE OF HAWAII DEPARTMENT OF TRANSPORTATION HARBORS DIVISION

POLLUTION PREVENTION TIPS - FACT SHEET NO. 1

PET CARE

Pet waste can be a significant source of water pollution because it contains nutrients, pathogens, and bacteria. Improperly disposed of and neglected pet waste may be washed into storm drains by rain. High levels of pathogens and bacteria are the primary reason for beach closures in the State of Hawaii.



Always remember to pick up after your pet

- When walking your dog, always carry a pooper scooper or plastic bag to pick up pet waste. Place your hand in the plastic bag, pick up the waste, and then turn the bag inside out, seal and dispose of in a municipal trash bin, or empty the waste from the bag into the toilet and flush it down.
- For cat poop, it is recommended that the waste and litter be sealed in plastic bags and disposed of in the trash.



Greener litter choices

The most commonly used litter is made of clay, which needs to be mined from the earth. So try a greener litter, one made of recycled wood shavings or paper, and see if your cat will take to it.

When washing your pet

- Use non-toxic and biodegradable pet shampoos. Use a wash basin that drains to the sanitary sewer. If you must bathe your pet outside, wash your pet on the lawn instead of on a paved driveway.
- Follow instructions and clean up any spill.



Thank you from all the animals



Report a suspected illicit discharge

- **Oahu Harbors:** Call Harbor Traffic Control at (808) 587-2076
- **Neighbor Island Harbors:** Contact Your Supervisor
- **More Questions:** Call Harbors Stormwater Hotline at (808) 587-1962

References:

1. State of Hawaii, City and County of Honolulu Stormwater Pollution Prevention Tips Fact Sheet 5.
2. The New York State, Suffolk County Stormwater Management Program.
3. Natural Resources Defense Council.

For more information, please visit HDOT Harbors stormwater management web site at
<http://hidot.hawaii.gov/harbors/malamaikeawakai/>

***Mālama i ke awa kai -
Protect our harbor waters***



STATE OF HAWAII DEPARTMENT OF TRANSPORTATION HARBORS DIVISION

POLLUTION PREVENTION TIPS - FACT SHEET NO. 2

MOSQUITO CONTROL

Few animals on Earth evoke the antipathy that mosquitoes do. Beyond the itchy & irritating bites, they are carriers or vectors of numerous diseases (e.g., yellow fever, encephalitis, West Nile virus, dengue fever, Zika virus) and one of humanity's most deadly illnesses, malaria. Here are the 3 D's of protection from mosquitoes.

Drain

All mosquitoes require water in which to breed. Mosquito control begins with eliminating areas of standing water. For examples,

- Dispose of any tires.
- Clear roof gutters of debris.
- Clean pet water dishes regularly.
- Repair leaky outdoor faucets.
- Avoid collecting water on pool covers.
- Check and empty children's toys.
- Plug tree holes.
- Change the water in bird baths at least once a week.
- Drill holes in the bottom of recycling containers.
- Canoes and other boats should be turned over when stored on land.



Dress

Wear light colored, loose fitting clothing. When practical, wear long sleeves and pants.

Defend

Choose a mosquito repellent that has been registered by the EPA. These products have been reviewed, approved, and pose minimal risk to human safety when used according to label directions. Four repellents that are approved and recommended are:

- DEET (N,N-diethyl-meta-toluamide, active ingredient of OFF!®)
- Icaridin (picaridin, KBR 3023)
- Lemon eucalyptus (para-methane-3,8-diol, or PMD)
- IR3535 (ethyl butylacetylaminopropionate)

Read the directions on the label carefully before applying. Avoid applying repellent to children's hands that are likely to contact their eyes or mouth.



Report a suspected illicit discharge

- **Oahu Harbors:** Call Harbor Traffic Control at (808) 587-2076
- **Neighbor Island Harbors:** Contact Your Supervisor
- **More Questions:** Call Harbors Stormwater Hotline at (808) 587-1962

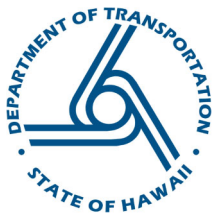
References:

1. National Geographic Society, Mosquito.
2. The American Mosquito Control Association, Mosquito Prevention Fact Sheet.
3. National Pest Management Association, Mosquitoes.



For stormwater information, please visit HDOT Harbors stormwater management web site at
<http://hidot.hawaii.gov/harbors/malamaikeawakai/>

***Mālama i ke awa kai -
Protect our harbor waters***



STATE OF HAWAII DEPARTMENT OF TRANSPORTATION HARBORS DIVISION

POLLUTION PREVENTION TIPS - FACT SHEET NO. 3

ENVIRONMENTALLY FRIENDLY SUNSCREEN

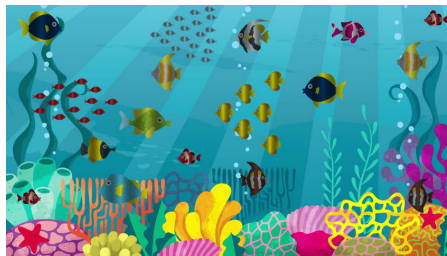
Living in a paradise like Hawai'i, wearing sunscreen is essential for all outdoor activities. But some Sun Protection Factor (SPF) products may contain chemical ingredients that can be harmful not only to people, but also to marine life and coral reefs when entering oceans, lakes, and rivers.

Up to 14,000 tons of sunscreen reportedly end up in coral reefs annually. Scientific studies show that both oxybenzone and octinoxate, two COMMON chemical ingredients in sunscreens, may have negative effects on human health (ranging from skin allergies to cancer) and can also damage coral's DNA causing deformities. Nanoparticles of titanium dioxide (also called ultrafine TiO_2 ; another ingredient in sunscreens) can harm algae and animals. Sunscreen pollution is especially problematic in popular snorkeling locations.

In May 2018, the Hawai'i House and Senate passed a bill **banning the sale and distribution** of over-the-counter sunscreens containing **oxybenzone** and **octinoxate**, to preserve marine ecosystem. If signed into law, the new rule would go into effect January 1, 2021, to give manufacturers and retailers time to transition to reef-safe sunscreen options.

Practical Tips

Here are some tips to help you make the switch away from sunscreens that contain oxybenzone and octinoxate. **Do your part to protect your skin and coral reefs.**



- Avoid sunscreens that contain oxybenzone and octinoxate. Read the labels carefully. Check your body & skin care collection and other cosmetic products, too.
- Choose zinc oxide or titanium dioxide "non-nano" based sunscreens. Both are mineral sunscreens and water resistant!
- Skip spray-on products that dispense sunscreen everywhere around you. Avoid spraying children directly on the face, eyes, and mouth.
- Keep away from products containing other possible reef-harming ingredients, including: avobenzone, octisalate, octocrylene, and homosalate.
- Minimize your need for sunscreen by covering up with a hat and rash guard.

Report a suspected illicit discharge

- **Oahu Harbors:** Call Harbor Traffic Control at (808) 587-2076
- **Neighbor Island Harbors:** Contact Your Supervisor
- **Questions:** Call Harbors Stormwater Hotline at (808) 587-1962

References:

1. Eco-friendly Sunscreen Guide, Ban Toxic Sunscreens Hawai'i.
2. Sunscreens Cause Coral Bleaching by Promoting Viral Infections, Environmental Health Perspectives.
3. Sunscreen Pollution and What We Do, Maui Nui Marine Resource Council.
4. Relating to Water Pollution, State of Hawai'i Senate Bill 2571, May 2018.



For more information, please visit HDOT Harbors stormwater management web site at
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ATTACHMENT 5

EMPLOYEE SURVEY

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2021 HDOT Harbors Employee Stormwater Awareness Survey

Please complete this survey and email it to Ms. Ying "Joy" Zhang of Harbors Engineering Branch Environmental Section at Ying.J.Zhang@hawaii.gov by **August 31, 2021**. MAHALO NUI LOA!



Note: One best answer per question.

Name: _____ Office Code: _____ Date: _____

1. **True or False?** As rain water flows over rooftops, streets, and parking lots, it can transport debris, chemicals, sediment, and other pollutants through the storm drain system and into the harbor.
 - a. ☐ True
 - b. ☐ False
2. What is the definition of an illicit discharge?
 - a. ☐ Rain water
 - b. ☐ Condensate from AC system
 - c. ☐ A non-stormwater discharge that poses a risk to the environment
 - d. ☐ None of the above
3. To aid in pollution prevention, what can you do when you observe a suspected illicit discharge on site?
 - a. ☐ None of my business
 - b. ☐ Inform your supervisor
 - c. ☐ Consult with Harbors Environmental Section at (808) 587-1962
 - d. ☐ b or c
4. Which of the following is Harbors Division stormwater awareness message?
 - a. ☐ COP
 - b. ☐ MĀLAMA I KE AWA KAI - Protect Our Harbor Waters
 - c. ☐ No Dumping
 - d. ☐ None of the above
5. What are the three R's of Sustainability?
 - a. ☐ Respect, Reflect & Reuse
 - b. ☐ Reserve, Reverse & Release
 - c. ☐ Reduce, Reuse & Recycle
 - d. ☐ None of the above
6. **True or False?** The Three R's of Sustainability can help preserve natural resources and protect the environment.
 - a. ☐ True
 - b. ☐ False
7. Which of the following is a good contribution toward the Three R's of Sustainability?
 - a. ☐ Bring own reusable bag when shopping
 - b. ☐ Reuse food-grade glass jars to store food and beverage
 - c. ☐ Participate in the HI-5 Program
 - d. ☐ All of the above
8. If equipment/vehicle needs to be washed, how could this be done to minimize polluting the environment?
 - a. ☐ Drain wash water to a wastewater treatment system or a grassy area
 - b. ☐ Use water conservatively
 - c. ☐ Use phosphate-free biodegradable detergent
 - d. ☐ All of the above
9. Which of the following can be considered good practices at your home?
 - c. ☐ Use chemicals made of natural ingredients
 - d. ☐ Reroute car wash water to the lawn
 - e. ☐ Dispose household hazards through programs managed by local county
 - f. ☐ All of the above
10. Please provide comment(s) you may have, to help further improve Harbors Stormwater Management Program:

