

ATTACHMENT D

Tenant Self Inspection Form

TENANT SELF INSPECTION FORM

Date Survey Completed:	Company Representative:
	(Print):
Company Name:	(Signature):
	Representative Business Address:
Facility Address:	
Fax Number:	Phone Number:

Please answer each category. If a question does not apply, please indicate with N/A.
 Multiple Storage Tanks, please list separately on another sheet with information requested.

Above Ground Storage Tanks(AST): Number of ASTs: _____ Tank Size (gal.): _____ Materials of Constuction: _____ Material Stored: _____	Oil/Water Separators: _____ Design Size (Gal.): _____ Design Throughput (gpm): _____ Source: _____ Where does water go? _____ Where does oil go? _____ City & County Permit Number: _____
Mobile Storage Tanks(MST): Number of MSTs:: _____ Tank Size (gal.): _____ Materials of Construction: _____ Number of Compartments/Size (gal.): _____ Material Stored: _____ License Plate Number: _____	Do you perform apparatus maintenance? Yes / No (Circle one) Do you perform vehicle maintenance? Yes / No (Circle one) Waste Storage: _____ Drums: _____ Secondary Containment? Yes / No
Under Ground Storage Tanks(UST): Number of USTs: _____ Tank Size (gal.): _____ Material Stored: _____ In Service (Y/N): _____	Used Batteries: _____ Secondary Containment? Yes / No Solvent Recovery: _____ Secondary Containment? Yes / No
Number of Spill Response Kits: _____ Clean-up Material /Type: _____ Location in Facility: _____	Waste Oil Storage: _____ Material Stored: _____ Amount (Gallons/Mo.) _____ Removal Method _____
Drum Storage Sites: _____ Secondary Containment: _____ Location in Facility: _____	
Paint Booth Sites: _____ Location in Facility: _____	
Vehicle Wash Sites: _____ Location in Facility: _____	

	<p>Hazardous Material Chemical Inventory List</p>	Date of Survey:
Company Name:		Representative Name (Print & Sign):
Facility Address:		Phone:
Mailing Address:		Fax: E-mail:

Name of Hazardous Material <i>or</i> Chemical (List)	Quantity (Gallons)	Storage Location (e.g. NW corner on containment)	MSDS On File @ Site

Name of Hazardous Material <i>or</i> Chemical (List)	Quantity (Gallons)	Storage Location (e.g. NW corner on containment)	MSDS On File @ Site

ATTACHMENT E

Facility Inspection Checklists

Kewalo Basin - HCDA

Compliance, Best Management Practices (BMPs), and Pollution Prevention (P2)

Inspection Checklist

Facility Name: _____ Inspector(s): _____
 Facility Address: _____ Phone Number: _____
 _____ Weather Conditions _____
 Facility Representative(s): _____ SIC or NAICS: _____
 Inspection Date/Time: _____ Next Inspection Due _____

NON-STORM WATER DISCHARGES		YES	NO	N/A	Comments
1	Areas of the facility exposed to storm water aren't wet during dry weather and are free of stains.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2	Discharge points to storm drainage system do not exhibit unusual characteristics such as color, odor, sheen, foam, or floatables.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3	Discharge pathway of all floor and facility drains is acceptable.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

MAINTENANCE AND REPAIR		YES	NO	N/A	Comments
4	Maintenance is performed in authorized area and clean up activities do not impact storm water drainage system.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5	Greasy or leaking equipment is stored under cover or with drip pans.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6	Fluids and batteries are removed from salvage equipment before storage.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7	Hazardous material substitutions have been explored and are being implemented.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8	List of maintenance inventory available for inspection.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9	Materials such as grease, oil, antifreeze, brake fluid, cleaning agents, hydraulic and trans. fluid, solvents, paints, batteries and filters are recycled or disposed of properly.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10	Maintenance employees have received awareness training on storm water BMPs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

FUELING		YES	NO	N/A	Comments
11	Fueling area engineering controls and BMPs are effective in preventing storm water run on/runoff.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
12	Secondary containment devices for fixed and mobile fueling areas are adequate to contain spills.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
13	Structural controls, such as sumps, oil/water separators, and containment areas are being maintained properly.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
14	Fueling areas are free of unattended stains and spill cleanup practices/materials (Spill Kits) are adequate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
15	Visible piping, tanks, and hoses do not exhibit signs of leakage, wear, or malfunction. Fuel pumps and tank inlets are clearly labeled. Inspection log available for inspection.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
16	Fuel-handling employees are trained on fueling BMPs, spill cleanup practices, and the content of the SPCC plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Inspector Name: _____

Date: _____

VEHICLE AND EQUIPMENT WASHING		YES	NO	N/A	Comments
17	Washing takes place in an designated area and is designed to prevent storm water run on/runoff.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
18	Discharges from washing activities are authorized by permits if required, and permit documents are on file at facility.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
19	Wash water treatment system, such as sumps, oil/water separators, and reclamation systems are maintained and operational.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
20	Cleaning agents and equipment are stored properly.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
21	Solid wastes from washing activities are disposed of properly.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

OUTDOOR MATERIAL HANDLING		YES	NO	N/A	Comments
22	Loading areas are designed and located to minimize impacts to storm water drainage system.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
23	Loading areas are free of unattended stains or pavement degradation indicating poor material handling practices.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
24	Adequate plans and spill cleanup materials are on hand to address spills and leaks due to material transfers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
25	Material handling employees and/or forklift operators have been trained on material handling BMP.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

OUTDOOR CONTAINER STORAGE		YES	NO	N/A	Comments
26	Storage area has adequate secondary containment and integrity protection.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
27	Containers are compatible with materials stored, free of damage, and labeled correctly.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
28	Bulk product storage containers are equipped with overflow protection alarms or automatic shutdown pumps.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
29	Storm water accumulation in secondary containment areas is minimized, managed, disposed of correctly, and logged.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

WASTE HANDLING AND DISPOSAL		YES	NO	N/A	Comments
30	Hazardous waste, recyclable battery, used lamp, and used oil storage areas have adequate secondary containment and integrity protection.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
31	Containers are compatible with materials stored, free of damage, labeled correctly, and not stored past allowable hold times.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
32	Storm water accumulation in secondary containment areas is minimized, managed, disposed of correctly, and logged.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
33	Waste storage areas are free of unattended spills or degradations indicating poor waste handling practices.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
34	Wastes are disposed of properly, records kept, employees trained, and hazardous waste generator status is known.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
35	Waste reduction opportunities have been explored and implemented.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Inspector Name: _____

Date: _____

*Kewalo Basin MS4
Tenant Checklist*

Kewalo Basin Harbor, Oahu, Hawaii

BUILDINGS AND GROUNDS HOUSKEEPING		YES	NO	N/A	Comments
36	Good housekeeping controls are implemented to contain debris and pollutants generated by building maintenance activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
37	Paved surfaces are swept vs. washed down and sweepings are disposed of properly.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
38	Fertilizers, pesticides, and herbicides applications pose minimal storm water impacts.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
39	Storm water drainage system is maintained regularly.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

OIL/WATER SEPARATORS MAINTENANCE		YES	NO	N/A	Comments
40	Operation and maintenance of oil/water separator (OWS) is adequate and wastes are disposed of properly. Maintenance log/disposal manifest available for inspection.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

EMERGENCY SPILL CLEANUP PLANS		YES	NO	N/A	Comments
42	SPCC or Emergency Spill Cleanup Plan is adequate and being implemented effectively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
43	Spill kits are in high-risk areas and are appropriately stocked and labeled.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
44	Employees have been trained in spill prevention and response and spill and training records are maintained on site.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Inspector Name: _____

*Kewalo Basin MS4
Tenant Checklist*

Kewalo Basin Harbor, Oahu, Hawaii

Date: _____

HAZARDOUS MATERIAL/WASTE MANAGEMENT		YES	NO	N/A	Comments
45	Products are used completely before disposal.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
46	Hazardous materials are purchased and stored in minimal quantities. Choose nonhazardous substitutes when possible.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
47	Hazardous materials are recycled and/or reused when possible (spent batteries, used flammable paint, or used lamps).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
48	Toxic liquid wastes (used oils, solvents, acids, bases, pesticides, and paints) are not disposed of in dumpsters designated for solid waste.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
49	Hazardous materials are purchased and stored in minimal quantities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
50	Hazardous Waste Storage Area (s) designated under roof and secured. Secondary containment used under liquid hazardous waste. Spill kit available in Hazardous Waste Storage Area (s).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
51	Hazardous waste not mixed to prevent adverse chemical reactions and complicate (add cost) disposal.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
52	Hazardous materials are recycled and/or reused when possible (spent batteries, used flammable paint, or used lamps).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
53	Hazardous materials are purchased and stored in minimal quantities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
54	Regular hazardous waste collection is scheduled and performed by qualified and licensed contractor (s).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
55	Hazardous Waste generator status is known and associated requirements followed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
56	Personnel that handle hazardous material and waste are properly trained.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

REVIEW OF STORM WATER POLLUTION CONTROL PLAN (SWPCP)/ SPILL PREVENTION CONTROL AND CONTERMEASURE PLAN (SPCC)					
		YES	NO	N/A	Comments
57	The facility has a SWPCP and/or SPCC if required under the Consent Decree or applicable regulations. [if facility is not required to obtain either skip this section]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
58	All changes to the facility layout have been updated in the SWPCP and/or SPCC.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
59	The existing BMPs and P2 practices are effective in reducing potential for storm water pollution.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
60	Personnel responsible for the SWPCP and SPCC are listed in the respective plans.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
50	Is employee training up-to-date. Are training records documented.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
51	Has annual sampling and analysis been performed and submitted to DOH and/or EPA as specified in SWPCP.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Inspector Name: _____

Date: _____

Kewalo Basin MS4
Tenant Checklist

Kewalo Basin Harbor, Oahu, Hawaii

Item No.	Alleged Violation or Corective Action

Inspection Photos

Photo ID	Photo Description

Inspector Name: _____

Date: _____

ATTACHMENT F

Harbor Master Notice “Prohibiting Disposal of Regulated Hazardous Waste”

**Harbor Master Notice “Prohibiting Disposal of Regulated
Hazardous Waste” and Attachment A, “General Description
of Hazardous Waste and Recycled Used Oil”**

HAR 0C-1
4035.03

January 15, 2003

TO: HARBOR TENANTS

FROM: PATRICK E. TORRES, HONOLULU HARBOR MASTER
HARBORS DIVISION

SUBJECT: PROHIBITING DISPOSAL OF REGULATED HAZARDOUS WASTE

The State Department of Health requires annual notification by refuse haulers to their clients, tenants and generators of the regulations prohibiting disposal of regulated hazardous waste at a municipal refuse site.

This serves as the required notification and your acknowledgement of the following:

1. Disposal of regulated hazardous waste, as defined in Federal (40 CFR 261) or state laws (HAR 11-260 to 280) and as generally described in Attachment A, in municipal refuse at HPOWER is strictly prohibited.
2. When waste material which matches the description in the hazardous waste regulations is produced at the facility, such material will be separated from municipal refuse and disposed of separately as a hazardous waste, in accordance with Federal and State regulations.
3. Waste loads are subject to periodic inspection. If hazardous wastes are found during such inspection, the generator will be identified and appropriate sanctions will be imposed.
4. Failure to comply with this prohibition subjects the generator and the hauler to possible civil and criminal actions.

If there is any doubt as to whether a waste (or used oil) is hazardous, the Federal Register 40 CFR 261 defining hazardous waste (and used oil) under EPA and Hawaii Department of Health should be reviewed, and if necessary, the generator can consult with the Solid and Hazardous Waste Branch of Hawaii, Department of Health, telephone number 586-4226, to determine if the waste is hazardous.

Honolulu Tenants
Page 2
January 15, 2001

HAR.0C1
4035.03

Also attached is the standing Harbor Master Notice 8-29 regarding Waste Oil Collection and Disposal Service referencing Hawaii Administrative Rules, Commercial Harbors and Tariff, Section 19-42-126(b) Littering or Polluting Areas Prohibited.

Atts

bc: HAR-OC1; HAR-OC2, HAR-OC3; HAR-OCG; HAR-OCK, HAR-OCB

CF:jls

ATTACHMENT A

GENERAL DESCRIPTION OF HAZARDOUS WASTE
AND
RECYCLED USED OIL

Chemicals that are used in the work place must be labeled if they contain hazardous chemicals and must come with a material safety data sheet (MSDS), which describes the safety precautions to use with the chemicals.

The label is red if it contains highly flammable material (flash point less than 140°F), such as gasoline or alcohol; is blue if it is a toxic chemical and a health hazard, such as chlorobenzene; is yellow if it is reactive or unstable or is white if it is corrosive infections our radioactive. Any labeled chemicals of waste produced from using such labeled chemicals must be presumed to be hazardous, and as such, not discarded with municipal solid waste (MSW).

Firms should compile an inventory of the hazardous chemicals they use and make sure they never discard any of these chemicals in their MSW. In addition, they should become familiar with the general characteristics of a hazardous waste, which can be any one or a combination of the following:

- Ignitable: a liquid with a flash point below 140°F, or a solid whic causes fire through friction or adsorption of moisture, or a compressed gas which is “ignitable” and/or vigorously supports combustion.
- Corrosive: a liquid with a pH greater than 12.5 or less than 2.0.
- Reactive: normally unstable and readily undergoes violent reactions, including detonations or explosion.
- Toxic: if taken into the body, would likely cause serious health problems.

In addition, EPA has specified that certain types of waste, such as spent halogenated solvents used in degreasing or wastewater treatment sludges from electroplating operations, must be considered hazardous. Your industry association can tell you whether it is likely your waste may be hazardous. There are also specific wastes such as reaction by-product water from the drying column in the production of tolisenadamine, which generally come from producing chemicals EPA has classified as hazardous. If you are a chemical manufacturer, you should already know about these listed wastes.

Generally used oil mixed with conditionally exempt small quantity generator (“squee-gee”) waste is not hazardous waste, and household “do-it-yourself” oil changes are not subject to regulation (unless delivered to a collection site). All others must be carefully reviewed as potentially hazardous waste.

Finally, there is a broader list of chemicals and radioactive or infectious materials which are prohibited from disposal with municipal solid waste. Contact the Solid and Hazardous Waste Branch of Hawaii Department of Health, telephone number 586-4226, for specifics.

ATTACHMENT G

Used Oil Disposal Instructions

STATE OF HAWAII
HAWAII COMMUNITY DEVELOPMENT AUTHORITY
**DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT &
TOURISM**



USED OIL

사용유

DAÀU CUŌ

**DISPOSAL INSTRUCTIONS
FOR KEWALO BASIN HARBOR**

1.0 INTRODUCTION

Used oil can be a dangerous pollutant if improperly managed. One gallon of used oil can contaminate one million gallons of water and can injure fish, birds, and other wildlife. In addition, used oil contains toxic components that can cause cancer and other diseases in humans. If used oil is contaminated with a hazardous waste such as solvents, paint, paint thinner, anti-freeze, fuel, or heavy metals, the whole mixture can become hazardous waste.

Used oil must be recycled. Hawaii Community Development Authority (HCDA) has provided an oil collection stations in Kewalo Basin near the Harbor Agent's office on the makai-side of the harbor. Also Hawaii Department of Transportation – Harbors Division continues to provide two oil collection stations at Pier 18 and Pier 36 in Honolulu Harbor. These stations are provided at no cost to small craft and smaller commercial vessel users. A private contractor (currently Unitek) collects and arranges for recycling of diesel fuel, bilge water (oily water) and used oil from these collection points.

2.0 USE OF OIL COLLECTION STATIONS

➤ DO's

- Pour smaller containers of oil, bilge water and diesel fuel into 55-gallon drums provided. Try not to mix different types of used fluids.
- Ensure that containers are completely drained and place in a sealed plastic garbage bag before disposal in the trash bins.
- Clean up spills from transfer of fluids.
- If 55-gallon drums are full, other containers may be left on the spill pallets inside the oil collection stations provided that the containers are in good condition and labeled with contents of fluid. (Good condition in this case means tightly closed, not dented, corroded (rusted), cracked, or leaking.)
- Place drums of used fluids on the spill pallets inside the collection station.
- Oil filters may be drained in a vertical position for 24 hours, placed in a sealed plastic rubbish bag and disposed of in the trash bins.

➤ DON'Ts

- Mix oily water (bilge) or fuel with used oil.
- Leave oil filters or other trash in the oil collection stations.
- Mix used oil, oily water or diesel fuel with paint, paint thinner, anti-freeze, soap or any hazardous waste.
- Leave hazardous waste in or outside the oil collection stations or trash bins. It is the responsibility of the vessel owner to dispose of such materials. If you have questions regarding whether a substance is hazardous, Contact the Kewalo Basin Harbor Agent at 594-0849.
- Pour liquids into the spill pallets or floors in the oil collection stations.
- Remove empty 55-gallon drums from the oil collection stations. It is the responsibility of the vessel owners to provide drums for transport to the oil collection stations.
- Leave drums or containers of oil, bilge water or fuel outside of the oil collection stations or in the vicinity of the trash bins.

3.0 LAWS, RULES AND REGULATIONS

HAWAII REVISED STATUTES (HRS)

HRS §342J-52 Standards for persons who deal with used oil or used oil fuel.

(b) No new oil, used oil or recycled oil shall be discharged or caused or allowed to enter into the sewers, drainage systems, surface or ground water, watercourse, marine waters or into the ground.

HRS §342J-09 Civil penalties provide for a maximum \$25,000. for each separate offense.

HAWAII ADMINISTRATIVE RULES (HAR)

HAR §15-212-111 Littering or polluting land area prohibited.

(b) No Person shall deposit oil, oily refuse, sludge, chemicals or other hydrocarbons on state property except in specially designated collection points. These items may not be left in or near standard refuse containers or anywhere else on harbors property. Penalties including but not limited to the revocation of mooring permits and the right to use the facilities, may be revoked. [Eff Dec 03 2008] (Auth: HRS §206E-4) (Imp: HRS §206E-4)

HAR §15-212-112 Littering or polluting waters prohibited

No person shall place, throw, deposit, or discharge, or cause to be placed, thrown, deposited, or discharged into the waters of Kewalo Basin any litter, or other gaseous, liquid or solid materials which render the water unsightly, noxious or otherwise unwholesome so as to be detrimental to the public health and welfare, or a navigational hazard. No person shall discharge oil sludge, oil refuse, fuel oil or molasses either directly or indirectly, or pump bilges or ballast tanks containing other than clean water into the waters of Kewalo Basin. [Eff Dec 03 2008] (Auth: HRS §206E-4) (Imp: HRS §206E-4)

4.0 ENFORCEMENT

Violations will be investigated by the HCDA, its Harbor Agent, and Harbor Patrol and violators will be cited and permits revoked. Eye witness reports and surveillance devices such as video cameras will be used to identify violators and other noncompliance with Kewalo Basin rules. Public participation is intended to raise public consciousness of water quality issues and create a sense of responsibility for water quality, to lessen the likelihood that informed, members of the public will commit actions which may lead to water quality degradation. Public awareness of storm water quality issues may invite comment by informed members which leads to a better and more effective plan, and better implementation.

Harbors Division has invited public involvement/participation during the previous NGPC term by posting the Storm Water Management Plan to the Harbors Division website. Currently HCDA will do the same and post this revised SWMPP on the HCDA website. On the TSI and during annual compliance inspection, HCDA will inform the tenants and the public the location of the SWMPP on the HCDA website and ask them to provide comments to the program and plan. Comments received will be replied to and posted on the website.

Effectiveness of the TSI mailing and compliance inspections will be assessed by the responses provided by the tenant public, and comments received by HCDA.

NOTICE

Dumping of appliances, construction material, vehicular tires, batteries, scrap metal, gas cylinders, hazardous materials and petroleum products prohibited. Violators will be subject to a maximum penalty of \$1,000.00

Harbors Division

Harbors Administrative Rules

LEAVING OIL OR PETROLEUM PRODUCTS ON HARBORS PROPERTY, OTHER THAN AT OIL COLLECTION STATIONS SUBJECT TO A MAXIMUM \$1,000.00 FINE.

HARBORS DIVISION
HAWAII ADMINISTRATIVE RULES

ĐỪNG NÊN ĐỂ NHỮNG CHẤT DẦU MỎ
Ở NHỮNG NƠI NÀO KHÁC, HƠN LÀ NHỮNG NƠI CHỨA
CHỈ ĐỊNH THUỘC VÙNG TÀI SẢN CỦA HẢI CẢNG.

NẾU KHÔNG LÀM THEO LUẬT LỆ SẼ BỊ PHẠT,
TIỀN PHẠT TỐI ĐA LÀ MỘT NGÀN ĐÔ LA

ĐIỀU LUẬT HÀNH CHÁNH CỦA CƠ QUAN HẢI CẢNG
기름이나 석유를 지정된 장소 외에 버리면 벌금 \$1,000.00 부과함
하와이 항구과 관리법

01/22/2009 12:57 AM

ATTACHMENT H

Example Revocable Lease

MONTH-TO-MONTH LEASE NO. 09-xx

This Month-to-Month Lease (“**Lease**”) is entered into as of the date in item 8 below (such date, the “**Effective Date**”) between the Hawaii Community Development Authority (“**Lessor**”) and _____ (“**Lessee**”), whose mailing address is _____, Honolulu, Hawaii 96813. (Each party hereto is a “**Party.**”)

In consideration of the Parties’ respective undertakings below, the Parties agree as follows: Lessor leases to Lessee (1) (a) for the period commencing on the Effective Date and ending on the last day of the month following such date and (b) continuing on a month-to-month basis thereafter and (2) for the purpose set forth in item 4 below, (3) the premises (a) described in item 2 below, (b) delineated on Exhibit A hereto and made a part hereof, and (c) located at the site described in item 1 below (such site, the “**Project Site**”) and at the address set forth in item 3 below (such premises, the “**Premises**”). For each calendar month, Lessee shall pay the rent specified in item 5 below (prorated for a partial calendar month; such rent, the “**Rent**”) and the monthly common-area maintenance expense specified in item 6 below (such expense, the “**Common-Area Maintenance Expense**”) and shall perform all other obligations imposed upon Lessee by the terms in Exhibit “**B**” hereto and made a part hereof.

- 1. Project Site: TMK (1) 2-1- (por)
- 2. Premises: Approximately _____ sq. ft. in the _____
- 3. Location: _____ Street; Honolulu, Hawaii 96813
- 4. Purpose Storage of _____
- 5. Rent: \$ _____ per month
- 6. Common-Area Main- \$ _____ per month
tenance Expense:
- 7. Security Deposit: \$ _____
- 8. Effective Date: _____, 2008

Approved as to Form for Lessor by the Department of the Attorney General, State of Hawaii

Lessor:
Hawaii Community Development Authority

By: _____
Eugene Won
Deputy Attorney General

By: _____
Anthony J.H. Ching
Executive Director

Lessee:

By: _____
Name: _____
Title: _____

Exhibit "A"
[location of premises]

HCDA Standard Revocable Lease as of 12/08

Exhibit "B"
TERMS AND CONDITIONS

1. **TERM.** The Lease is from _____ through _____ and on a month-to-month basis thereafter.
2. **COMMON-AREA MAINTENANCE EXPENSE.** In addition to Rent, Lessee shall pay the Common-Area Maintenance Expense. For any given month, the Common-Area Maintenance Expense is intended to reflect a prorated portion of the month's total common-area maintenance and administrative expenses incurred by Lessor in providing such services as utilities (electricity, telephone, cable), water, sewer, trash disposal, patrol security, parking control and collection of parking payments payable to Lessor, and maintenance of the common area of the Project Site.
3. **CALCULATION OF THE COMMON-AREA MAINTENANCE EXPENSE.** Lessor shall calculate the Common-Area Maintenance Expense in the same proportion of the total common-area maintenance and administrative expenses incurred by Lessor as the Premises' area is a proportion of the aggregate area leased by all lessees at the Project Site during a given month.
4. **RENT.** The Rent and Common-Area Maintenance Expense shall be payable in advance, without notice or demand, on the first (1st) day of each month for the ensuing month during the term of the Lease. If the 1st day of a month falls on a nonbusiness day, then payment shall be due on the last business day of the prior month. For the partial calendar month from the Effective Date through _____, the Rent shall be \$_____, due on the Effective Date.
5. **INTEREST; SERVICE CHARGE.** Without prejudice to any other remedy available to Lessor, Lessee shall without further notice or demand pay to Lessor (a) interest at the rate of one percent (1%) per month, compounded monthly, on any amount due and unpaid from the date payment is due to the date of payment and (b) a service charge of \$50.00 for each calendar month in which a payment is due and is not timely paid or during (any part of) which the payment remains unpaid.
6. **LESSEE'S PRIOR INSPECTION.** Lessee warrants that it has inspected the Premises and all improvements thereon, knows the condition thereof, accepts the Premises, including soil, water, structures and any hazardous substances that may be found to exist, and fully assumes all risks incident to the use and enjoyment of the Premises.
7. **SECURITY DEPOSIT.** (a) Upon the Parties' execution of the Lease, Lessee shall deposit in legal tender or in such other form as may be acceptable to the Lessor, the amount specified in item 8 on the signature page (page 1) of the Lease as security for the faithful performance by Lessee of all the terms and conditions of the Lease (the amount required to be deposited with Lessor as such security at any given time or the amount deposited with Lessor as so required, the "Security Deposit," and the amount specified in item 8, the "Initial" Security

Deposit). (b) At any given time during the term of the Lease, the required Security Deposit shall be equal to the greater of (1) the Initial Security Deposit or (2) the sum of (A) the Rent and (B) the Common-Area Maintenance Expense then in effect. (c) If the required Security Deposit increases at any time, Lessee shall deposit the increment with Lessor within 10 days after notice from Lessor to Lessee of the increase. If the required Security Deposit decreases at any time, Lessor shall refund the decrement to Lessee within 10 days after the decrease occurs. (d) The Security Deposit held by Lessor shall not bear interest. (e) Promptly following the termination of this Lease, Lessor shall return to Lessee the Security Deposit deposited with Lessor in full if Lessee has faithfully performed its obligations under the Lease. (e) Otherwise, Lessor may apply the Security Deposit deposited with Lessor as an offset to any amount owed by Lessee to Lessor under the Lease or to any damages or loss incurred by Lessor because of Lessee's breach. (f) For purposes of clause (b)(2)(B), the Common-Area Maintenance Expense in effect at a given time shall mean the average monthly Common-Area Maintenance Expense payable by a lessee of the Premises during the prior calendar year.

8. **HAZARDOUS MATERIALS.** (a) Neither Lessee nor any person acting on Lessee's behalf shall (1) release any hazardous materials at, onto, or from the Premises; (2) store or use at the Premises such materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for storage and use of such materials; or (3) bring onto the Premises any such materials, except (A) for use in the ordinary course of Lessee's business and (B) with Lessor's prior written consent, which Lessor may withhold in its sole and absolute discretion. (b) Lessee shall be responsible for the cost of any testing required by any lender or governmental agency to ascertain whether Lessee or any person acting on Lessee's behalf has released any hazardous materials at, onto, or from the Premises. (c) At Lessor's request, Lessee shall execute affidavits, representations and the like concerning Lessee's best knowledge and belief regarding the presence of any hazardous materials that Lessee or any person acting on its behalf has brought onto or released at, onto, or from the Premises. (d) Lessee shall indemnify, defend and hold Lessor harmless from any damages and claims resulting from any release by Lessee or any person acting on Lessee's behalf, during the term of the Lease, of hazardous materials at, onto, or from the Premises or elsewhere. (e) Clauses (c) and (d) shall survive the expiration or earlier termination of the Lease. (f) For purposes of the Lease, "hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act of 1976, as amended, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Federal Water Pollution Control Act of 1972 (commonly known as the Clean Water Act), or any other Federal, state or local environmental law, ordinance, rule, or regulation, whether existing as of the date hereof, previously in force, or subsequently adopted. (g) For purposes of the Lease, "person" means any individual or legally recognized entity. (h) For purposes of this paragraph, to "release" hazardous material means to (A) release, spill, emit, pump, inject, deposit, dump, dispose of, discharge, or disperse hazardous material in or into the indoor or outdoor environment (including ambient air, soil, surface water, ground water, wetlands, land or subsurface strata) or (B) cause the leaking, leaching, escape, migration, or movement of hazardous material into or through such environment.

9. **INSURANCE.** Concurrently with the Parties' execution of the Lease, Lessee shall deliver to the Lessor a Comprehensive General Liability Insurance policy or policies, or

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 for bodily injury and damage to property per occurrence. Such insurance shall:

- a. Be issued by an insurance company or surety company authorized to do business in the State of Hawaii;
- b. Name the Hawaii Community Development Authority and the State of Hawaii as additional insureds;
- c. Provide that Lessor shall be notified at least fifteen (15) days prior to 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 Lessee or its officers, agents, employees, invitees or licensees, in connection with Lessee's use or occupancy of the Premises;
- e. Be maintained and kept in effect at Lessee's own expense throughout the term of the Lease, evidenced by furnishing Lessor without notice or demand a like certificate upon each renewal thereof;

Lessor reserves the right to inspect and review all coverage, form, and amount of the insurance required by the above. If, in Lessor's opinion, the above insurance does not provide adequate protection for Lessor, it may require Lessee to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. Lessor's requirements shall be reasonable but shall be designed to assure protection for and against the kind and extent of the risks that exist at the time a change of insurance is required.

10. **INDEMNITY.** Lessee shall at all times with respect to the Premises use due care for public safety and shall defend, hold harmless and indemnify Lessor and its officers, agents and employees from and against all claims or demands for damages, including claims for property damage, personal injury or death, arising on the Premises, or by reason of any fire or explosion thereon arising from, growing out of, or caused by any act or omission on the part of Lessee or its officers, agents, employees, invitees, or licensees, in connection with Lessee's use or occupancy of the Premises.

11. **ACCEPTANCE OF RENT NOT A WAIVER.** Lessor's acceptance of any rent shall not constitute a waiver of any breach hereof by Lessee or impair Lessor's right to terminate the Lease in accordance with it or with law. Failure by Lessor to insist upon strict performance of the Lease by Lessee or to exercise any right reserved by Lessor shall not be construed as a waiver or relinquishment of any of Lessor's rights under the Lease.

12. **PROPERTY TAXES.** Lessee shall pay all real property taxes lawfully assessed against the Premises.

13. **WASTE, STRIP, NUISANCE; MAINTENANCE.** Neither Lessee nor any person acting on its behalf shall make or cause any waste, strip, nuisance or any other unlawful, improper or offensive use of the Premises. Lessee shall maintain the Premises, improvements thereon, and all equipment and other personal property thereon in a strictly clean, neat, safe, orderly and sanitary condition, free of waste, rubbish and debris. Lessee shall provide for the safe and sanitary handling and disposal of all trash, garbage and other refuse from the Premises.

14. **ENTRY BY LESSOR.** Lessor or its agents and employees may enter the Premises at all reasonable hours to inspect the Premises to determine if Lessee is complying with the terms of the Lease or for any other proper purpose. Lessee shall not make any claim for damages or set off of rent, service charge or other charges because of such entry.

15. **REPAIRS.** Lessee shall, at its own expense, keep and maintain the Premises and all improvements in a condition similar to that which existed on the Effective Date, ordinary wear and tear and damage by acts of God excepted.

16. **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 Lessee unless it first submits its plans and specifications for such work to Lessor for approval and Lessor approves such plans and specifications in writing. Such plans and specifications shall comply with all applicable laws, rules and regulations. Any improvements, alterations or additions shall be accomplished at the sole cost and risk of Lessee and Lessor shall not be responsible for any damage to or destruction of any such improvements, alterations or additions or any personal property on the Premises. Lessee shall provide notice to the responsible agencies, including the Office of Environmental Quality, and otherwise comply with Chapter 343, Hawaii Revised Statutes, to determine if such improvements, alteration or addition requires environmental assessments or environmental impact statements.

17. **REMOVAL OF IMPROVEMENTS OR ADDITIONS.** Lessee 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 term of the Lease or within 30 days after the Lease's termination, provided that Lessee gives Lessor written notice before undertaking any such removal. Until such removal and restoration of the Premises have been completed to Lessor's satisfaction, Lessee shall pay the Rent that would otherwise be due if the Lease were not terminated for the period Lessee continues to use or occupy the Premises following the termination. Any improvements or additions remaining at the Premises after 30 days following the Lease's termination shall become the property of Lessor.

18. **LIENS.** Lessee shall not commit or suffer any act or neglect which results in any attachment, lien, charge or other encumbrance upon the Premises, any improvement thereon, or the leasehold estate of the Lessee and shall indemnify, defend, and hold Lessor harmless from and against all such encumbrances and all resulting expenses (including attorneys' fees) to clear the Premises, improvements thereon, or leasehold of such encumbrances.

19. **COMPLIANCE WITH LAWS; DISCRIMINATION PROHIBITED.** Lessee shall comply with all laws, statutes, ordinances, 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 that discriminates against anyone based upon race, creed, color, sex or national origin.

20. **TRANSFERABILITY AND MORTGAGE.** The Lease and Premises or any part thereof, inclusive of any and all rights or obligations accruing or arising under the Lease, shall not be sold, transferred, assigned, leased, mortgaged, sublet or otherwise alienated or encumbered in any manner whatsoever.

21. **TERMINATION.** (a) This Lease may be terminated by Lessor or Lessee following at least thirty (30) days' prior written notice. (b) If Lessee fails to pay any amount when due or otherwise commits a material breach of the Lease and fails to cure such breach within five business days following Lessor's notice to Lessee of the breach, Lessor may immediately terminate the Lease without further notice. (c) If Lessee fails to vacate the Premises following the Lease's termination in accordance with clause (a) or (b), Lessee shall pay Lessor liquidated damages of \$200 for each day that Lessee continues to occupy or use the Premises following the termination date. (d) Such damages (1) are not a penalty, but rather are reasonable estimates of the losses that Lessor would suffer and that the Parties acknowledge would be difficult to ascertain under the circumstances triggering the damages and (2) are Lessor's exclusive remedy for Lessee's failure to vacate the Premises following the Lease's termination.

22. **RIGHT TO RE-ENTER AND ASSUME POSSESSION.** Lessor reserves the right and Lessee agrees that, upon its breach of the Lease or the Lease's termination under paragraph 21 above, Lessor may without necessity of court action, enter upon and administratively take possession of the Premises from Lessee.

23. **REMOVAL OF PERSONAL PROPERTY.** (a) If any of Lessee's personal property remains on or at the Premises following the Lease's termination and Lessee fails to remove such property within 10 days after Lessor's written notice to Lessee of the presence of such property on the Premises, then Lessor may remove such property from the Premises and either deem the property abandoned or dispose of the property or place the property in storage. (b) Lessee shall bear all costs and expenses for such disposal, removal, or storage and indemnify Lessor against any costs or expenses incurred by it for such disposal, removal, or storage. (c) Clause (b) shall survive the termination of the Lease.

24. **COURT COSTS AND ATTORNEY'S FEES.** Lessee shall pay any and all court costs and attorney's fees incurred or paid by the Lessor in collecting any damages, charges, penalties due from or payable by the Lessee under the Lease in removing from the Premises the Lessee and any improvements or additions constructed or installed thereon, or in recovering damages or losses caused by Lessee's breach of the Lease, or in the collection of delinquent payments due under the Lease.

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. **PARTIAL INVALIDITY.** The invalidity, illegality, or unenforceability of any part of the Lease shall not affect or impair the validity, legality, or enforceability of the remainder.

27. **TIME OF THE ESSENCE.** Time is of the essence as to all obligations to be performed promptly or by or at a specified time under the Lease.

28. **CONFLICTING TERMS AND CONDITIONS.** In any conflict between the foregoing terms of this exhibit and the terms of paragraph 29 below, priority shall be given to the latter terms.

29. **SPECIAL CONDITIONS.**

- a. Lessee shall maintain the Premises in a clean and orderly manner and shall remove any rubbish or debris on the premises or surrounding area.
- b. Lessee acknowledges that the Premises are a portion of a larger parcel that shall be leased to other tenants. Lessee shall not interfere with other tenants' use and enjoyment of their premises including but not limited to ingress/egress.
- c. During the term of this Lease, Lessee shall eradicate vegetation growth on the Premises and along outside perimeter of fence line, and shall immediately remove graffiti on fences, signs, posts, and on property boundary markers.
- d. Lessee acknowledges that it may be required to relocate its property from the Premises to another location in order to accommodate other tenants' needs, construction activity, etc. Lessee shall cooperate with Lessor on any such relocation by moving, at Lessee's own expense, all of its property from the Premises within seven business days after receipt of written notice from Lessor to relocate such property. Lessee may terminate the Lease at any time within seven days after receipt of such notice by written notice to Lessor of such termination.
- e. Lessee shall allow Lessor, its agents, contractors, invitees and prospective tenants reasonable access to the Premises to perform due diligence studies including, but not limited to environmental testing.
- f. Lessee shall furnish any locks and chains (if needed) for gates. Lessee shall provide to Lessor a copy of each key or the combination required to open each such lock. For shared lots, Lessee shall utilize the daisy-chain method (i.e. lock to lock).
- g. Lessee shall exchange telephone contact numbers and other appropriate contact information with other tenants in a shared lot and shall coordinate directly with other tenants in a lot whenever locks are not daisy-chained. Lessee shall report incidents of exit and entry problems related to neighboring tenants to Lessor.
- h. Lessee acknowledges that the Premises' soil has environmental contamination soil and shall not disturb or penetrate the soil nor allow customers or invitees onto the Premises.

30. **COUNTERPARTS; FACSIMILE SIGNATURES.** The Lease may be executed in several duplicate counterparts. Such counterparts, when executed, shall constitute a single agreement. Any Party may execute and deliver the Lease by signing the signature page and electronically transmitting a facsimile thereof.

HCDA Standard Revocable Lease as of 12/08

ATTACHMENT I

Mooring and Commercial Fishing Permits

- I1: Temporary Mooring Permit
- I2: Commercial Mooring Permit
- I3: Commercial Fishing Permit



KEWALO BASIN MIXED USE HARBOR

TEMPORARY MOORING PERMIT

IT IS HEREBY AGREED BY AND BETWEEN:

HAWAII COMMUNITY DEVELOPMENT AUTHORITY, DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT AND TOURISM, STATE OF HAWAII, hereinafter referred to as the "STATE" and _____, hereinafter known as the "PERMITTEE", that:

PERMITTEE AGREES TO ABIDE BY ALL EXISTING AND FUTURE RULES, AS DEFINED BELOW, ADOPTED BY STATE AND TO THE FULL PERFORMANCE OF THE FOLLOWING TERMS, CONDITIONS, AND CHARGES:

1. STATE, in consideration of the compliance with RULES, fees and charges to be paid by PERMITTEE to it, and the terms and conditions hereinafter contained and to be observed and performed by PERMITTEE, does hereby grant to PERMITTEE permission to temporarily moor vessel:

USAGE: Pleasure [] Commercial [] Commercial fishing []

VESSEL NAME: _____ Registered/Documented No: _____

Length overall _____ at Berth No. _____ at Kewalo Basin Harbor, for # of Days (not to exceed 90 days) Start Date _____ End Date _____ inclusive, or sooner, as herein provided.

2. PERMITTEE will pay STATE fees and charges in full and in advance for use of the berth and any additional facilities or services assigned or provided to PERMITTEE by STATE, in such sums as are prescribed by the Hawaii Administrative Rules, Chapters 15-212 to 15-214, State of Hawaii, in effect on the date of issuance and during term of the permit, which are as follows:

- Utilities..... _____
- Mooring _____
- Other _____
- Total..... _____

3. PERMITTEE agrees to comply with the Hawaii Administrative Rules, Chapters 15-212 to 15-214, State of Hawaii which are by reference made a part hereof, as the same may be amended ("RULES"). Those permissive inclusionary provisions of HAR §15-212-27 shall apply as indicated in Exhibit A attached hereto and incorporated herein.

4. Living aboard is not authorized.

5. PERMITTEE covenants and agrees to indemnify and hold harmless STATE and its officers and employees for damages and injuries arising out of PERMITTEE'S exercise of privileges granted by this permit.

6. Use of the berth by PERMITTEE pursuant to this permit does not grant PERMITTEE any right to retain the use of the berth or any other space in the harbor, upon expiration of this permit or upon lapse of 48-hours notice from STATE to vacate the berth prior to the movement of a newly-assigned regular permittee's vessel into the berth or prior to the return of the regular permittee's vessel, whichever event occurs first, and PERMITTEE shall remove its vessel from the berth and the harbor upon the occurrence of either event.

7. Failure of PERMITTEE to vacate the berth and the harbor, upon expiration of this permit or upon lapse of 48-hours written notice to vacate as prescribed herein, shall subject PERMITTEE to liability for any damages incurred by the returning permittee or newly-assigned regular permittee resulting from PERMITTEE'S failure to vacate and to a fine pursuant to Section 206E-22, H.R.S., and entitles STATE to remove PERMITTEES vessel to an impounding area. PERMITTEE shall indemnify and hold harmless STATE from any liability for damages arising from the failure of PERMITTEE to vacate the berth and the harbor, and from the removal of the vessel to an impounding area by STATE in accordance with the terms and conditions of this permit.

PERMITTEE Name (Print) _____ Date _____

PERMITTEE Signature _____ Social Security No./EIN _____

Mailing Address _____ City _____ State _____ Zip _____

Contact Number: _____ Alternate Number _____ Email: _____

STATE Issued by _____ Date _____

Berth No. _____ Payment Received \$ _____ Receipt No. _____



KEWALO BASIN MIXED USE HARBOR

Type of Permit: Charter fishing [], Passenger Cruise []
 Initial []
 Insurance Expiration []
 Certificate of good standing, for Corporations []
 Slip Permittee
 Renewal [] Revision []
 Account No. _____

Date _____
 GE License No. _____

COMMERCIAL MOORING PERMIT

IT IS HEREBY AGREED BY AND BETWEEN:
 HAWAII COMMUNITY DEVELOPMENT AUTHORITY, DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT AND TOURISM,
 STATE OF HAWAII, hereinafter referred to as "STATE" and _____,
 hereinafter known as the "PERMITTEE", that:
 This permit is for a mooring berth in Kewalo Basin Harbor at Berth No. _____ for the vessel _____ Document No. _____ for the
 purpose of engaging in above checked operations.

PERMITTEE AGREES TO ABIDE BY ALL EXISTING AND FUTURE RULES, AS DEFINED BELOW, ADOPTED BY STATE AND TO THE
 FULL PERFORMANCE OF THE FOLLOWING TERMS, CONDITIONS, AND CHARGES:

- STATE, in consideration of the compliance with RULES, fees and charges to be paid by PERMITTEE to it, and the terms and conditions hereinafter contained and to be observed and performed by PERMITTEE, does hereby grant to PERMITTEE permission to moor vessel:
 VESSEL NAME: _____ Registered/Documented No: _____
 Length overall _____ at Berth No. _____ at Kewalo Basin Harbor, from
 Start Date _____ End Date _____ inclusive, or earlier, as herein provided.
- PERMITTEE will pay STATE fees and charges in advance for use of the berth and any additional facilities or services assigned or provided to PERMITTEE by STATE, in such sums as are prescribed by the Hawaii Administrative Rules, Chapters 15-212 to 15-214, State of Hawaii, in effect on the date of issuance and during term of the permit (including, but not limited to, CPI increases), which are currently as follows:

Security Deposit.....	_____
Utilities.....	_____
Mooring.....	_____
Ticket Booth.....	_____
Other	_____
Total	_____

- PERMITTEE agrees to comply with the current and future Hawaii Administrative Rules, Chapters 15-212 to 15-214, State of Hawaii which are by reference made a part hereof, as the same may be amended ("RULES").
- Living aboard is not authorized.
- Those permissive inclusionary provisions of HAR §15-212-27 shall apply as indicated in Exhibit A attached hereto and incorporated herein.
- PERMITTEE may, at its expense, install or use one (1) ticket booth upon obtaining the prior permission from the STATE and any other governmental agency, provided that PERMITTEE's use or installation of the ticket booth is subject to the terms and fees contained in the Rules.
- PERMITTEE covenants and agrees to indemnify and hold harmless STATE and its officers and employees for damages and injuries arising out of PERMITTEE'S exercise of privileges granted by this permit.
- Use of the berth by PERMITTEE pursuant to this permit does not grant PERMITTEE any right to retain the use of the berth or any other space in the harbor, upon expiration of this permit or upon lapse of 48-hours notice from STATE to vacate the berth prior to the movement of a newly-assigned regular permittee's vessel into the berth or prior to the return of the regular permittee's vessel, whichever event occurs first, and PERMITTEE shall remove its vessel from the berth and the harbor upon the occurrence of either event.
- Failure of PERMITTEE to vacate the berth and the harbor, upon expiration of this permit or upon lapse of 48-hours written notice to vacate as prescribed herein, shall subject PERMITTEE to liability for any damages incurred by the returning permittee or newly-assigned regular permittee resulting from the PERMITTEE'S failure to vacate and to a fine pursuant to Section 206E-22, H.R.S., and entitles STATE to remove PERMITTEES vessel to an impounding area. PERMITTEE shall indemnify and hold harmless STATE from any liability for damages arising from the failure of PERMITTEE to vacate the berth and the harbor, and from the removal of the vessel to an impounding area by STATE in accordance with the terms and conditions of this permit.

APPROVED:

HAWAII COMMUNITY DEVELOPMENT AUTHORITY
 ITS AGENT

OR _____
 PERMITTEE (Corporate)

BY: _____ BY: __
 Print Name: _____
 Its: _____

Print Name: _____
 Its: _____
 ADDRESS _____



KEWALO BASIN MIXED USE HARBOR

Type of Permit: _____ Date _____
 Annual [] Per Diem [] GE License No. _____
 Insurance Expiration []
 Certificate of good standing, for Corporations []
 Initial [] Revision []
 Slip Permittee
 Renewal []
 Account No. _____

COMMERCIAL FISHING PERMIT

IT IS HEREBY AGREED BY AND BETWEEN:
 HAWAII COMMUNITY DEVELOPMENT AUTHORITY, DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT AND TOURISM,
 STATE OF HAWAII, hereinafter referred to as the "STATE" and _____,
 hereinafter known as the "PERMITTEE", that:

PERMITTEE AGREES TO ABIDE BY ALL EXISTING AND FUTURE RULES, AS DEFINED BELOW, ADOPTED BY STATE AND TO THE FULL PERFORMANCE OF THE FOLLOWING TERMS, CONDITIONS, AND CHARGES:

- STATE, in consideration of the compliance with RULES, fees and charges to be paid by PERMITTEE to it, and the terms and conditions hereinafter contained and to be observed and performed by PERMITTEE, does hereby grant to PERMITTEE permission to moor vessel:
 VESSEL NAME: _____ Registered/Documented No: _____
 Length overall _____ at Berth No. _____ at Kewalo Basin Harbor, from
 Start Date _____ End Date _____ inclusive, or earlier, as herein provided.
- PERMITTEE will pay STATE fees and charges in advance for use of the berth and any additional facilities or services assigned or provided to PERMITTEE by STATE, in such sums as are prescribed by the Hawaii Administrative Rules, Chapters 15-212 to 15-214, State of Hawaii, in effect on the date of issuance and during term of the permit (including, but not limited to, CPI increases), which are currently as follows:

Security Deposit..... _____
 Utilities..... _____
 Mooring..... _____
 Other _____
 Total _____

- PERMITTEE agrees to comply with the current and future Hawaii Administrative Rules, Chapters 15-212 to 15-214, State of Hawaii which are by reference made a part hereof, as the same may be amended ("RULES"). Those permissive inclusionary provisions of HAR §15-212-27 shall apply as indicated in Exhibit A attached hereto and incorporated herein.
- Living aboard is not authorized.
- PERMITTEE covenants and agrees to indemnify and hold harmless STATE and its officers and employees for damages and injuries arising out of PERMITTEE'S exercise of privileges granted by this permit.
- Use of the berth by PERMITTEE pursuant to this permit does not grant PERMITTEE any right to retain the use of the berth or any other space in the harbor, upon expiration of this permit or upon lapse of 48-hours notice from STATE to vacate the berth prior to the movement of a newly-assigned regular permittee's vessel into the berth or prior to the return of the regular permittee's vessel, whichever event occurs first, and PERMITTEE shall remove its vessel from the berth and the harbor upon the occurrence of either event.
- Failure of PERMITTEE to vacate the berth and the harbor, upon expiration of this permit or upon lapse of 48-hours written notice to vacate as prescribed herein, shall subject PERMITTEE to liability for any damages incurred by the returning permittee or newly-assigned regular permittee resulting from PERMITTEE'S failure to vacate and to a fine pursuant to Section 206E-22, H.R.S., and entitles STATE to remove PERMITTEES vessel to an impounding area. PERMITTEE shall indemnify and hold harmless STATE from any liability for damages arising from the failure of PERMITTEE to vacate the berth and the harbor, and from the removal of the vessel to an impounding area by STATE in accordance with the terms and conditions of this permit.

APPROVED:

HAWAII COMMUNITY DEVELOPMENT AUTHORITY
 ITS AGENT

OR _____
 PERMITTEE (Corporate)

BY: _____

BY: __

Print Name: _____

Print Name: _____

Its: _____

Its: _____

ADDRESS _____

ATTACHMENT J

Site Investigation Sheet

Kewalo Basin Small MS4 Site Investigation Sheet (SIS)

File No.: _____

GPS Coordinates: _____ Storm Drains: _____ Affected _____	PID #(s): _____ _____ _____	Date: _____ Time: _____
Photos: (roll, frame, other description) _____ _____ _____	Reason for Investigation: <input type="checkbox"/> Complaint <input type="checkbox"/> Debris Inspection Referral <input type="checkbox"/> Survey Response <input type="checkbox"/> Other: _____	Inspector(s): 1. _____ 2. _____ 3. _____
PROPERTY INFORMATION Site Address: _____		
TMK: _____ Site Land Use: _____ Operator's or Tenant's Name: _____ Owner's Mailing Address: _____ _____ _____		
DOT DRAINAGE CONVEYANCE AFFECTED <input type="checkbox"/> Catch basin <input type="checkbox"/> Grated inlet <input type="checkbox"/> Box culvert <input type="checkbox"/> Pipe culvert <input type="checkbox"/> Drain manhole <input type="checkbox"/> Inlet structure <input type="checkbox"/> Outlet structure <input type="checkbox"/> Ditch <input type="checkbox"/> Other: _____ _____ Dimensions of DOT Conveyance: _____ _____ DOT Conveyance Material: <input type="checkbox"/> Concrete <input type="checkbox"/> Metal <input type="checkbox"/> Other: _____	WEATHER <input type="checkbox"/> Raining <input type="checkbox"/> Sunny <input type="checkbox"/> Cloudy <input type="checkbox"/> High Wind <input type="checkbox"/> Moderate Wind <input type="checkbox"/> Calm Precipitation in last 24 hours? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	
PERSON CONTACTED ON-SITE Name: _____ Title: _____ Company: _____ Phone No.: _____ _____ _____	DESCRIPTION OF DISCHARGE Illicit Discharge Suspected? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Possibly If yes, basis (Check all that apply): <input type="checkbox"/> Dry weather flow <input type="checkbox"/> Color <input type="checkbox"/> Sheen <input type="checkbox"/> Odor <input type="checkbox"/> Solids <input type="checkbox"/> Abnormal temperature Is there visible flow into DOT's drainage system? <input type="checkbox"/> Yes <input type="checkbox"/> No Estimated Rate of Flow: _____ gallons/minute Source of discharge visually identified? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe source: _____ _____ _____	
FOLLOW-UP REQUIRED <input type="checkbox"/> Harbor Agent Notification <input type="checkbox"/> Warning letter <input type="checkbox"/> Follow-up Inspection <input type="checkbox"/> Other: _____ _____ _____	DESCRIPTION OF CONNECTION Existing or Approved Facility? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, attach approval documentation. _____ Illegal Connection Suspected? <input type="checkbox"/> Yes <input type="checkbox"/> No Size of pipe: _____ Other type of connection (describe): _____ _____ _____	
Construction Permit Issued? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Permit No.: _____ Date Issued: _____		

MS4 Site Investigation Sheet

COMMENTS/SKETCH:

COMMENTS:

SKETCH

ATTACHMENT K

Kewalo Basin Private Drain Connection Application

Executive Director
Department of Business, Economic
Development & Tourism
Hawaii Community Development Authority
677 Ala Moana Boulevard, Suite 1001
Honolulu, Hawaii 96813

Dear Madam/Sir:

Subject: **Application for a New/Existing/Temporary Private Storm Drain
Connection (s) to Hawaii Community Development Authority
Kewalo Basin Separate Storm Sewer System**

Pursuant to Hawaii Administrative Rules (HAR), Chapter 11-55, Appendix K, applicant hereby requests a license for a private storm drain connection(s) to the Kewalo Basin separate storm sewer system.

I. Project Information:

Project Title: _____

Street Address: _____

Tax Map Key: _____ Total Area: _____

II. Brief Description of Connection(s) serving this property. For each connection, provide size, inflow type, flow rate, and location. (Attach 3 copies of the drainage plan showing the location of the drain connection(s).)

III. Pursuant to Section II – of the City and County of Honolulu Storm Water Quality of the Rules Related to Storm Drainage Standard (see also City and County of Honolulu Revised Ordinance of Honolulu, Section 14.12-12) the follow is required:

- A. For development/redevelopment projects with a total area of one acre and less than five acres, list permanent post construction Best Management Practices (BMP) including maintenance schedule. (Attach 2 copies of the permanent post construction BMP plan, if not shown on the drainage plan.)
- B. For nonresidential subdivision development/redevelopment projects with total area of 5 acres or more and residential subdivision development projects with total area of 10 acres or more, attach 2 copies of the Storm Water Quality Report.

IV. The following information are related to activities that could affect the quality of storm water discharged from the property:

A. North American Industry Classification System (NAICS) Code. (List as many activities and codes as applicable, i.e. Private Household - 8141.) NAICS codes can be found at www.census.gov/epcd/naics/framesrc.htm.

B. Does your property/facility discharge runoff associated with "industrial activity"?

C. Is your property/facility presently covered by a National Pollutant Discharge Elimination System (NPDES) permit? If yes, attach a copy of the NPDES permit including effluent limitation.

V. Type of discharge and total estimated quantity or flow rate (CFS: cubic feet per second, GPD: gallons per day, etc.):

- Storm Water Runoff, _____ CFS
- Roof Drain, _____ CFS
- Swimming Pool Drain, _____ CFS
- Groundwater Seepage, _____ CFS/GPD
- Non-Contact Cooling Water, _____ CFS/GPM (Heating, Ventilating, and Air Conditioning (HVAC) Once-Through Condenser Water)
- Uncontaminated HVAC Cooling Tower Water, _____ CFS/GPM
- Landscape Irrigation Water, _____ CFS/GPD
- Unpolluted Process Water, _____ CFS/GPM
- Treated Process Water, _____ CFS/GPM
- Decorative Pool, _____ CFS/GPD
- Other Runoff, _____ CFS (give description)

VI. Construction Schedule for New Connection (s):

Work will start: _____

Work will start: _____

VII. Person to contact in the event the licensee is subject to enforcement action for any violations of the conditions of HAR, Chapter 11-55, Appendix K:

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Very truly yours,

Owner/Lessee (Signature)

Date

Print Name

Title

Company

ATTACHMENT L

Construction BMP Plan Checklist

CONSTRUCTION ACTIVITIES BEST MANAGEMENT PRACTICE PLAN CHECKLIST

Applicant Name: _____ Date: _____

Project Name: _____ TMK: _____

Site Location: _____

Existing and Proposed Site Features

Yes No N/A

- | | | | |
|---|--------------------------|--------------------------|--------------------------|
| ➤ The following site features should be included on the plans, if deemed necessary based on project type, size, and scope. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ❖ <u>Existing and proposed topography and features</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ❖ <u>Preliminary location, size in square feet, and limits of disturbance</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ❖ <u>Location of existing and proposed roads, curbs, gutters, storm drains, inlets, buildings, signs, sidewalks, traffic signals, light standards, guardrails, and other structures</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ❖ <u>Location of internal swales and ditches, and other drainage facilities</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ❖ <u>Flow paths for both existing and proposed topography</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ❖ <u>Maps of predominant soils from USDA soil surveys</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ❖ <u>Boundaries of existing predominant vegetation and proposed limits of clearing and grubbing</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ❖ <u>Existing and proposed utilities and easements</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ❖ <u>Preliminary location and dimensions of proposed channel modifications, such as bridge or culvert crossings</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ➤ If the project or site includes, is adjacent to, or otherwise may impact any of the following, they should be shown on the plans. | | | |
| ❖ <u>Perennial and intermittent streams or other surface water</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ❖ <u>Location and boundaries of resource protection areas such as wetlands, lakes, ponds, and other setbacks (e.g., stream buffers, drinking water well setbacks, septic setbacks)</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ❖ <u>Location of floodplain/floodway limits and relationship of site to upstream and downstream properties and drainages</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ❖ <u>The limits of the existing and proposed maps and plans shall extend past the project limits if any existing condition has an impact to the project. Include future projects that have the potential to start prior to the subject project.</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ❖ <u>Stream flow velocity for stream work</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ➤ <u>Identify non-storm water potential pollutants on site?</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Scheduling	Yes	No	N/A
➤ Schedule that includes sequencing of construction activities with the <u>implementation of construction site BMPs is provided?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Shows how the rainy season relates to soil-disturbing and re- <u>stabilization activities?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Schedule includes detail on the implementation and deployment of soil stabilization, sediment control, non-storm water management, waste management and pollution control, and inspection and <u>maintenance BMPS?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ If the project is performed in multiple phases, are the phase-specific <u>BMPs that take into account phase-specific potential pollutants?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Construction Site BMPs

Soil Stabilization Practices

Plans address or include the following practices and situations?			
➤ <u>Preservation of existing vegetation?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Stabilized construction entrance?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Protection of stockpiles?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Bank stabilization?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Topsoil management?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Mulching, seeding, and/or planting with installation/application procedures and requirements?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Velocity reduction devices in flow paths?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Geotextiles, plastic covers, turf reinforce mats, and/or erosion control blankets/mats, with installation/application procedures and requirements?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Temporary drains, swales, earth dikes, and/or lined ditches?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Slope drains, subsurface drains?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Top and toe of slope diversion ditches/berms?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Sediment Control Practices

Plans address or include the following practices and situations?			
➤ <u>Location of potential sediment sources?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Does on-site drainage enter into off-site drainage?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Dust fence?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Silt fence, wattles, and matting rolls?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Watering?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Soil binders, including acrylic polymers?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Storm drain inlet protection?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<i>Sediment Control Practices (Continued)</i>	Yes	No	N/A
➤ <u>Temporary sediment basin?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Sediment trap?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Flared culvert end sections?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Outlet protection?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Temporary stream crossing?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Slope roughening/terracing/rounding?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Entrance/Exit equipment tire wash?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Sand bag barrier?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Brush or rock filter?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Shoveling, sweeping, and disposing?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Non-Storm Water Management Practices

Plans address or include the following practices and situations?

➤ <u>Employee training?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Vehicle and equipment cleaning, refueling, and maintenance?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Dewatering operations?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Paving operations?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Concrete washout procedure?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Structure construction and painting?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Water conservation?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Good housekeeping practices?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Waste Management and Pollution Control Practices

Plans address or include the following practices and situations?

➤ <u>Material delivery and storage?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Material use?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Spill prevention control?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Waste disposal?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Solid waste management?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Hazardous waste management with designated and prohibited storage areas?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Sanitary/Septic waste management?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Liquid waste management with storage containment devices?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Contaminated soil management?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Concrete waste management?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Fertilizer management?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Herbicide and fungicide management?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ <u>Pesticide application?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Inspection and Maintenance Responsibility

Yes No N/A

Plans address of include the following practices and situations?

- Long-term inspection entity identified?
- Long-term operation and maintenance identified?
- Minimum frequency and maintenance described?
- Record keeping?
- Schedule and/or triggers for inspection of BMP measures?
- Rain gauge?
- Incident reporting?

OTHER PERMITS, REPORTS, AND PLANS

Review this section to assess if the project requires any other possible permits, reports, or plans that include or impact BMPs. If none are required, check N/A above.

- NPDES Form C for Construction Activities is provided, if required?
- NPDES Form F for Hydrotest Waters discharge is provided, if required?
- NPDES Form G for Dewatering discharge is provided, if required?
- 401 Water Quality Certification (WQC) is provided, if required?
- 404 Department of the Army (DA) Permit is provided, if required?
- Coastal Zone Management (CZM) Permit is provided, if required?
- Special Management Area (SMA) permit is provided, if required?
- Drainage report is provided, if required?
- Grading permit with temporary erosion control plan is provided? (if project requires City and County approval and meets requirements)
- If multiple permits or approvals are required for the project, are BMPs consistent in all permits and plans?

Reviewed by Name & Title: _____

Signature: _____ Date: _____

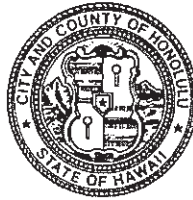
ATTACHMENT M

CCH Construction Site BMPs Weekly Checklist

DEPARTMENT OF PLANNING AND PERMITTING
CITY AND COUNTY OF HONOLULU

650 SOUTH KING STREET, 7TH FLOOR • HONOLULU, HAWAII 96813
PHONE: (808) 523-4432 • FAX: (808) 527-6743
DEPT. WEB SITE: www.honoluludpp.org • CITY WEB SITE: www.honolulu.gov

MUFI HANNEMANN
MAYOR



HENRY ENG, FAICP
DIRECTOR

DAVID K. TANOUÉ
DEPUTY DIRECTOR

(wyw)

July 20, 2006

ENGINEERING AND POLICY MEMORANDUM NO. CEB-2-06

TO: DEVELOPERS AND OTHER INTERESTED PARTIES
FROM: HENRY ENG, FAICP, DIRECTOR
DEPARTMENT OF PLANNING AND PERMITTING
SUBJECT: CONSTRUCTION SITE BMP CHECKLIST

A handwritten signature in black ink, appearing to read "Henry Eng", is written over the "FROM:" line of the memorandum.

Effective immediately, pursuant to National Pollutant Discharge Elimination System (NPDES) requirements, the attached Construction Site BMPs Weekly Checklist form shall be completed and submitted for all grading, grubbing, and stockpiling permits that result in the disturbance of one acre or more of total land area.

The form, which is intended to supplement our Civil Engineering Branch's permit inspections, contains checkboxes for daily entries under each column. A responsible person, designated by the owner or developer (permittee), must fill in and turn in the form to the appropriate Civil Engineering Branch inspector at the end of each week. Depending on the specific site conditions and/or stage of construction for the project, adjustments to the entry frequencies may be allowed. However, this must be coordinated through the inspector. The form submittal process concludes when the inspector determines that the work under the permit is complete.

The City's Rules Relating to Soil Erosion Standards and Guidelines and Best Management Practices Manual for Construction Sites in Honolulu are two relevant references. Both of these documents are available for purchase at the Municipal Bookstore, 558 South King Street, City Hall Annex, Ph. 523-4577.

Should there be any questions, please call Messrs. Marvin Fukagawa or Weston Wataru of the Civil Engineering Branch, at 527-5066 or 527-6303, respectively.

HE:ky
Attachment
cc: Building Division
All Site Development Division Branches
Inspection Unit

CONSTRUCTION SITE BMPs WEEKLY CHECKLIST

CITY & COUNTY OF HONOLULU DEPARTMENT OF PLANNING AND PERMITTING
 SITE DEVELOPMENT DIVISION CIVIL ENGINEERING BRANCH

YEAR _____

Project Name: _____

Location: _____ TMK: _____

Developer: _____ Auth. Rep.: _____

Contractor: _____ Auth. Rep.: _____

NPDES Permit needed? No Yes NPDES Permit: HI R

Construction on schedule per ECP? No Yes Grading Permit: GP200

DATE (month/day) →	SUNDAY		MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		SATURDAY	
	/	/	/	/	/	/	/	/	/	/	/	/	/	/
BMPs	Comply	Not Applicable	Comply	Not Applicable	Comply	Not Applicable	Comply	Not Applicable	Comply	Not Applicable	Comply	Not Applicable	Comply	Not Applicable
A. DUST CONTROL/TIRE TRACKING														
1. Dust Screen														
2. Stabilized Construction Entrance														
3. Inlet Protection														
4. Street Sweeping and Vacuuming														
5. Exit Tire Washing														
6. Other:														
B. STABILIZATION CONTROL														
1. Grass/Vegetation														
2. Mulching/Seeding														
3. Plastic or Geotextile Covering														
4. Slope Protection														
5. Other:														
C. SEDIMENT CONTROL														
1. Silt Fence/Barrier														
2. On Site Inlet Protection														
3. Dikes/Swales/Ditches														
4. Sediment Trap/Basin														
5. CB or In-Line Filtration														
6. Other:														
D. HOUSEKEEPING														
1. Vehicle and Equipment Cleaning														
2. Vehicle and Equipment Fueling														
3. Vehicle and Equipment Maintenance														
4. Material and Chemical Storage														
5. Spill Prevention and Control														
6. Trash Collection Areas														
7. Stockpiles														
8. Other:														

ACTION/REMARKS: _____ CHECKLIST NO:

ATTACHMENT N

NPDES Compliance Inspection Worksheet

NPDES Industrial Storm Water Worksheet (Construction)

National Database Information				General	
Inspection Type				Inspector Name	
NPDES ID Number				Telephone	
Inspection Date				Entry Time	
Inspector Type <i>(circle one)</i>	EPA	State	EPA Oversight	Exit Time	
Facility Type <i>(circle one)</i>	Commercial/ Industrial	Residential	Municipal	Signature	

Facility Location Information					
Name/Location/ Mailing Address					
GPS Coordinates	Latitude		Longitude		
Receiving Water(s)					
Disturbed Area		Start Date		Stop Date	

Contact Information		
	Name(s)	Telephone
Name(s) and Role(s) of All Parties Meeting the Definition of Operator		
Facility Contact		
Authorized Official(s)		

Site Information: <i>(circle all that apply)</i>							
Nature of Project	Residential	Commercial/ Industrial	Roadway	Private	Federal	State/ Municipal	Other
Construction Stage	Clearing/ Grubbing	Rough Grading	Infrastructure	Building Const.	Final Grading	Final Stabilization	

NPDES Industrial Storm Water Worksheet (Construction)

Basic Permit Information			Basic SSBMP Information		
Permit Coverage <i>ESO Element 3 & 4</i>	Y	N	SSBMP Prepared & Available <i>ESO Element 5 & 30</i>	Y	N
Permit Type	General	Individual	SSBMP Contents Satisfactory <i>ESO Elements 5 - 31</i>	Y	N
Permit notice/sign visibly posted including: copy of NOI, contact name & phone number, location of SSBMP <i>ESO Element 41</i>	Y	N	SSBMP Implementation Satisfactory <i>ESO Elements 32 - 48</i>	Y	N
NOI Date			SSBMP Date		
If applicable, is waiver certification & approval on file?	Y	N	<i>Intentionally left blank</i>		

SSBMPP Review <i>(can be completed in office)</i>			
General	Notes:		
Is there a SSBMP? <i>ESO Element 5</i>	Y	N	
SSBMP completed prior to NOI submission? <i>ESO Element 6</i>	Y	N	
Copy of permit language? <i>ESO Element 25</i>	Y	N	
Is SSBMP consistent with state/tribal/local regulations and permits? <i>ESO Element 26</i>	Y	N	
SSBMP updated to incorporate changes to State, Tribal, Local erosion plans? <i>ESO Element 27</i>	Y	N	
Have copies of inspection reports/all other documentation been retained as part of the SSBMP for 3 years from date permit coverage expires? <i>ESO Element 28</i>	Y	N	
Is a copy of the SSBMP on site or made available? <i>ESO Element 30</i>	Y	N	
Did all "operators" sign/certify the SSBMP? <i>ESO Element 31</i>	Y	N	

NPDES Industrial Storm Water Worksheet (Construction)

<u>Site Description</u>			<u>Notes:</u>
SSBMP identifies potential sources of pollution? <i>ESO Element 7</i>	Y	N	
SSBMP identifies all operators and their areas of control? <i>ESO Element 8</i>	Y	N	
Is there a site description? <i>ESO Element 9</i>	Y	N	
Nature/sequence of construction activity? <i>ESO Element 9A - 9B</i>	Y	N	
Total area of site and total area to be disturbed? <i>ESO Element 9C</i>	Y	N	
Is there a general location map? <i>ESO Element 9D</i>	Y	N	
Is there a site map? <i>ESO Element 9E</i>	Y	N	
Drainage patterns/outfalls on site map? <i>ESO Element 9F</i>	Y	N	
Area of soil disturbance on site map? <i>ESO Element 9F</i>	Y	N	
Location of major structural controls on site map? <i>ESO Element 9F</i>	Y	N	
Location of storm water discharges to a surface water on site map? <i>ESO Element 9F</i>	Y	N	
Location of materials or equipment storage on site map (on-site or off-site)? <i>ESO Element 9F</i>	Y	N	
Location/description industrial activities? <i>ESO Element 9G</i>	Y	N	
Name of Receiving water(s) or MS4 listed?	Y	N	<i>Note: Indicate whether receiving water is 303(d) listed.</i>

NPDES Industrial Storm Water Worksheet (Construction)

<u>Site Description</u>		Notes:	
Does the SSBMP include dates of major grading activities, temporary/permanent construction cessation, and initiation of stabilization practices? <i>ESO Element 14</i>	Y	N	
Endangered Species Documentation? <i>ESO Element 23</i>	Y	N	

<u>Controls to Reduce Pollutants</u>		Notes:	
Does the SSBMP include a description of all pollution control measures (BMPs) that will be implemented to control pollutants in storm water discharges, including sequence and which operator responsible for implementation? <i>ESO Element 10 A - C</i>	Y	N	
Does the SSBMP include a description of interim and permanent <i>stabilization practices</i> (e.g., seeding, mulching, riprap for the site)? <i>ESO Element 11; 12</i>	Y	N	
Does the SSBMP identify the contractor(s) and timing by which <i>stabilization practices</i> will be implemented? <i>ESO Element 13</i>	Y	N	
Does the SSBMP include a description of <i>structural practices</i> (e.g., vehicle track-out, silt fences, sediment traps, storm drain inlet protection) for the site? <i>ESO Element 15</i>	Y	N	
Does the SSBMP identify the contractor(s) and timing by which <i>structural practices</i> will be implemented? <i>ESO Element 10B - 10C</i>	Y	N	
Does the SSBMP identify storm water management measures to address storm water runoff once the construction is completed (e.g., retention ponds, velocity dissipation controls)? <i>ESO Element 16</i>	Y	N	

NPDES Industrial Storm Water Worksheet (Construction)

Controls to Reduce Pollutants			Notes:
Does SSBMP describe measures to prevent discharge of dredge/fill materials to waters of the U.S.? Does site have 404 permit? <i>ESO Element 17</i>	Y	N	
Does SSBMP describe measures to minimize off-site vehicle tracking and generation of dust? <i>ESO Element 18</i>	Y	N	
Does SSBMP describe controls for pollutants from storage of construction or waste materials? <i>ESO Element 19</i>	Y	N	
Does the SSBMP describe controls for pollutants from non-construction activities? <i>ESO Element 20</i>	Y	N	
Does SSBMP identify allowable non-storm water discharges? <i>ESO Element 21</i>	Y	N	
Does SSBMP ensure implementation of pollution prevention measures for non-storm water discharges? <i>ESO Element 22</i>	Y	N	
Is SSBMP revised when BMPs added/modified within 7 days after inspection reveals problems? <i>ESO Element 29</i>	Y	N	

Inspections			Notes:
Inspections performed once every 7 days, or every 14 days within 24 hours of a rain event greater 0.5"? <i>ESO Element 32</i>	Y	N	
Inspections performed by qualified personnel? <i>ESO Element 33</i>	Y	N	
All disturbed areas and/or used for storage and exposed to rain inspected? <i>ESO Element 34</i>	Y	N	
All pollution control measures inspected to ensure proper operation? <i>ESO Element 35</i>	Y	N	

NPDES Industrial Storm Water Worksheet (Construction)

Inspections		Notes:	
All discharge locations inspected if accessible, or if not accessible, are nearby downstream locations inspected? <i>ESO Element 36; 37</i>	Y	N	
Entrance/exit inspected for off-site tracking? <i>ESO Element 38</i>	Y	N	
Inspection report contain all required items and certified? <i>ESO Element 39; 40</i>	Y	N	

Site Description:

Large empty box for site description.

NPDES Industrial Storm Water Worksheet (Construction)

SSBMP Implementation *(complete in field)*

Stabilization Practices

**List and describe
stabilization
practices**
ESO Element 43, 48

(e.g., seeding, mulching, geotextiles, sod stabilization)

**NPDES Industrial Storm Water
Worksheet (Construction)**

Stabilization Practices

<p>Are stabilization measures initiated no more than 14 days after temporary or permanent construction cessation? <i>ESO Element 46</i></p>	<p><i>(e.g., indicate "yes" or "no"; if "yes", how long without stabilization measures?)</i></p>
--	--

NPDES Industrial Storm Water Worksheet (Construction)

<u>Structural Practices</u>	
<p>List and describe structural controls ESO Element 42, 43, 47</p>	<p><i>(e.g., silt fences, hay bales, storm drain inlet protection, sedimentation pond, rip rap, check dam, diversion structure, off-site vehicle track-out)</i></p>
<u>Non-Structural Practices</u>	
<p>Street Cleaning ESO Element 44</p>	<p><i>(e.g., describe measures taken to remove offsite accumulation of sediment)</i></p>

**NPDES Industrial Storm Water
Worksheet (Construction)**

<u>Non-Structural Practices</u>	
Good Housekeeping & Waste Disposal Practices <i>ESO Element 45</i>	<i>(e.g., describe measures taken to prevent litter and debris from becoming a pollutant source)</i>
Equipment Wash/Maintenance Area <i>ESO Elements 43</i>	<i>(provide brief description)</i>
Concrete Washout Areas <i>ESO Elements 43</i>	<i>(provide brief description)</i>

NPDES Industrial Storm Water Worksheet (Construction)

Miscellaneous	
<p style="text-align: center;">Evidence of Sediment Deposition to Surface Waters</p> <p><i>*ESO Eligibility - if "yes," site not eligible for ESO</i></p>	<p><i>(e.g., significant turbidity observed in a receiving water body)</i></p>
<p style="text-align: center;">Pollution prevention measures for non-storm water discharges?</p> <p><i>*ESO Eligibility - If evidence of non-allowable non-storm water discharges, site not eligible for ESO</i></p>	<p><i>(provide brief description and determine whether/if non-storm water discharges allowable)</i></p>
<p style="text-align: center;">Has implementation of additional/modified BMPs been completed before next anticipated storm event?</p> <p><i>ESO Element 43.C.1</i></p>	<p><i>(provide brief description)</i></p>

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Notes on SSBMP Implementation

**NPDES Industrial Storm Water
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Photograph Log

1.

*Insert additional rows as needed

