

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
Land Division
Honolulu, Hawaii 96813

March 24, 2016

Board of Land and Natural Resources
State of Hawaii
Honolulu, Hawaii

PSF No.: 16KD-017

Kauai

Approval of Right-of-Entry Permit to Hawaii Explosives & Pyrotechnics, Inc. for Set up and Firing of Aerial Fireworks Display at Shipwreck Beach on April 11, 2016, Poipu, Kauai, Hawaii, Tax Map Key: (4) 2-9-001: seaward of 002.

APPLICANT:

Hawaii Explosives & Pyrotechnics, Inc.

LEGAL REFERENCE:

Sections 171-55, Hawaii Revised Statutes, as amended.

LOCATION:

Portion of Government lands of Poipu situated at Koloa, Kauai identified by Tax Map Key: (4) 2-9-01:portion seaward of 2, as shown on the attached map labeled **Exhibit A**.

AREA:

500 square feet, more or less – Set-up and firing area, plus a safety zone with a radius of approximately 350 feet around the firing site.

ZONING:

State Land Use District: Conservation
County of Kauai CZO: Open

TRUST LAND STATUS:

Section 5(b) lands of the Hawaii Admission Act
DHHL 25% entitlement lands pursuant to the Hawaii State Constitution: NO

CURRENT USE STATUS:

Requested area is vacant and unencumbered.

CHARACTER OF USE:

Set-up, firing and clean-up of aerial fireworks display purposes.

TERM:

From 12:00 noon to 11:45 p.m. on April 11, 2016.

RENTAL:

\$550.00 (One-time payment. See remarks Section for breakdown of costs).

COLLATERAL SECURITY DEPOSIT:

Certified check in the amount of \$2,500.

CHAPTER 343 - ENVIRONMENTAL ASSESSMENT:

In accordance with Hawaii Administrative Rule Sections 11-200-8 and the Exemption List for the Department of Land and Natural Resources approved by the Environmental Council and dated June 5, 2015, the subject request is exempt from the preparation of an environmental assessment pursuant to Exemption Class No. 1, Item 51. See **Exhibit B**.

DCCA VERIFICATION:

Place of business registration confirmed:	YES <u>X</u>	NO <u>__</u>
Registered business name confirmed:	YES <u>X</u>	NO <u>__</u>
Applicant in good standing confirmed:	YES <u>X</u>	NO <u>__</u>

REMARKS:

Hawaii Explosives & Pyrotechnics, Inc. (HEPI) is requesting a right-of-entry permit for fireworks display services in conjunction with the Grand Hyatt Kauai Resort & Spa Event. The aerial fireworks display is scheduled for April 11, 2016 at Shipwreck Beach fronting the Ilima Gardens Restaurant as shown on the attached map labeled **Exhibit 'A'**. Set-up will start at 12:00 noon and breakdown by 11:45pm. Firing time will be approximately 9:45pm.

At its meeting on March 11, 2016, under agenda item D-7, the Board approved, as amended, a right-of-entry permit for an aerial fireworks display for an event on Oahu requiring that a

cash deposit of \$2,500 via certified check be collected to ensure the timely clean-up of State submerged lands in the fallout area following the event. The Board explained that the deposit was to be held by staff for up to 30 days after the scheduled fireworks event, and if not forfeited would be returned to HEPI. In the event staff receives a complaint or otherwise becomes aware of fireworks debris appearing on or being left on the land or in the ocean, then staff is to provide notice to HEPI of the same and HEPI shall be allowed 48 hours to cure the default and remediate and clean the area to the satisfaction of the department staff. Within 30 days from the scheduled fireworks event, if staff is still not satisfied the area was adequately cleaned up, then staff may declare the \$2500 deposit forfeited. These conditions have been included in the updated right-of-entry template for fireworks events. See **Exhibit C** attached.

Also under the updated permit template, HEPI is required to provide photographic proof of the clean-up areas; all photographs shall be date stamped. HEPI is also required to submit to staff a certification regarding the clean-up, and to have a management representative from the landowner of the abutting property sign a certification form acknowledging that both land and off-shore area have been cleaned to its satisfaction. See **Exhibits C and D** attached.

Staff is recommending that a charge of \$500 be imposed to cover the exclusive use of the safety zone as shown on **Exhibit A**. The total cost for this right-of-entry, which includes the staging area of \$50 will be \$550.

Applicant has not had a lease, permit easement or other disposition of State lands terminated within the past five years due to non-compliance with such terms and conditions. Comments were solicited from a government agency, DLNR's Office of Conservation and Coastal Lands. There are no other pertinent issues or concerns.

Staff does not have any objection to the request.

RECOMMENDATION: That the Board:

1. Declare that, after considering the potential effects of the proposed disposition as provided by Chapter 343, HRS, and Chapter 11-200, HAR, this project will probably have minimal or no significant effect on the environmental and is therefore exempt from the preparation of an environmental assessment.
2. Authorize the issuance of a right-of-entry permit to Hawaii Explosives Pyrotechnics, Inc. on April 11, 2016 covering the subject area for set-up and firing of aerial fireworks display purposes under the terms and conditions cited above, which are by this reference incorporated herein and further subject to the following:
 - a. The standard terms and conditions of the most current right-of-entry permit form, as may be amended from time to time;

- b. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

Respectfully Submitted,



Marvin Mikasa
District Land Agent

APPROVED FOR SUBMITTAL:



Suzanne D. Case, Chairperson





**STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES**

POST OFFICE BOX 621
HONOLULU, HAWAII 96809

SUZANNE D. CASE
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE MANAGEMENT

KEKOA KALUHIWA
FIRST DEPUTY

JEFFREY T. PEARSON, P.E.
DEPUTY DIRECTOR - WATER

AQUATIC RESOURCES
BOATING AND OCEAN RECREATION
BUREAU OF CONVEYANCES
COMMISSION ON WATER RESOURCE MANAGEMENT
CONSERVATION AND COASTAL LANDS
CONSERVATION AND RESOURCES ENFORCEMENT
ENGINEERING
FORESTRY AND WILDLIFE
HISTORIC PRESERVATION
KAHOOLAWE ISLAND RESERVE COMMISSION
LAND
STATE PARKS

EXEMPTION NOTIFICATION

Regarding the preparation of an environmental assessment pursuant to Chapter 343, HRS and Chapter 11-200, HAR

Project Title: Issuance of right-of-entry for aerial fireworks display on Shipwreck Beach on April 11, 2016.

Project / Reference No.: PSF 16KD-017

Project Location: Shipwreck Beach, Poipu, Kauai, TMK (4) 2-9-001:seaward of 002.

Project Description: Aerial Fireworks Display on Shipwreck Beach on April 11, 2016.

Chap. 343 Trigger(s): Use of State Land

Exemption Class No.: In accordance with Hawaii Administrative Rule Section 11-200-8 and the Exemption List for the Department of Land and Natural Resources approved by the Environmental Council and dated June 5, 2015, the subject request is exempt from the preparation of an environmental assessment pursuant to Exemption Class No. 1, Item 51.


In the past, permits were periodically issued for conducting aerial fireworks display on the beach in this area, which have resulted in no known significant impacts to the natural and environmental resources in the area. As such staff believes that the proposed event would involve negligible or no expansion or change in use of the subject area beyond that previously existing.

Consulted Parties: Comments were requested from OCCL. As of this writing, no response was received.


EXHIBIT B

Recommendation:

It is recommended that the Board find that this project will probably have minimal or no significant effect on the environment and is presumed to be exempt from the preparation of an environmental assessment.



Suzanne D. Case, Chairperson



Date



CERTIFICATION

I, _____, _____ of
(print name) (job title or position)
Hawaii Explosives & Pyrotechnics, Inc., hereby CERTIFY as follows:

1. The Right of Entry issued to Hawaii Explosives & Pyrotechnics, Inc. and dated March 11, 2016, a copy of which is attached to and made a part of this Certification and is hereafter referred to as "ROE," was issued for an aerial fireworks display activity occurring on State lands located at: Shipwreck Beach on April 11, 2016, Poipu, Kauai, Hawaii, Tax Map Key: (4) 2-9-001: seaward of 002.
2. I have personally or through a responsible employee, employees, or designee determined that the ROE provisions for clean-up during and after the cessation of the activity for which the ROE was issued has been substantially complied with in accordance with the clean-up terms of the ROE, including but not limited to removing debris or other pollutants from lands and ocean waters arising or resulting from the above-described activity, and I am satisfied with such clean up as though the premises of the ROE were my or my company's or organization's own lands and waters. Such determination is based on observation, inspection, and/or other evidence, and is not wholly based on general representations.
3. I understand that the Board of Land and Natural Resources will rely on this certification as well as the evidence of clean up provided by the ROE holder to the Department of Land and Natural Resources.

Signature _____

Date: _____

CERTIFICATION

(By Owner or Person or Entity in Possession of Property on which Activity Occurs)

I, _____, _____ of
(print name) (job title or position)

_____, hereby
(company or organization)

CERTIFY as follows:

1. The Right of Entry issued to Hawaii Explosives & Pyrotechnics, Inc. and dated March 11, 2016, a copy of which is attached to and made a part of this Certification and is hereafter referred to as "ROE," was obtained in conjunction with, is related or connected to, or arose from an aerial fireworks display activity occurring on State lands adjacent to my real property or my company's or organization's real property (held as fee owner, lessee, sublessee, or holder of other right of possession), located at Shipwreck Beach on April 11, 2016, Poipu, Kauai, Hawaii, Tax Map Key: (4) 2-9-001: 002.

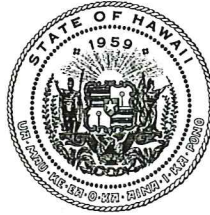
2. I have personally or through a responsible employee, employees, or designee determined that the ROE provisions for clean-up during and after the cessation of the activity for which the ROE was issued have been substantially complied with in accordance with the clean-up terms of the ROE, including but not limited to removing debris or other pollutants from lands and ocean waters arising or resulting from the above-described activity, and I am satisfied with such clean up as though the premises of the ROE were my or my company's or organization's own lands and waters. Such determination is based on observation, inspection, and/or other evidence, and is not wholly based on representations of the ROE holder.

3. I understand that the Board of Land and Natural Resources will rely on this certification as well as the evidence of clean up provided by the ROE holder to the Department of Land and Natural Resources.

Signature _____

Date: _____

DAVID Y. IGE
GOVERNOR OF
HAWAII



STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES

POST OFFICE BOX 621
HONOLULU, HAWAII 96809

SUZANNE D. CASE
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE MANAGEMENT

KEKOA KALUHIWA
FIRST DEPUTY

JEFFREY T. PEARSON, P.E.
DEPUTY DIRECTOR - WATER

AQUATIC RESOURCES
BOATING AND OCEAN RECREATION
BUREAU OF CONVEYANCES
COMMISSION ON WATER RESOURCE MANAGEMENT
CONSERVATION AND COASTAL LANDS
CONSERVATION AND RESOURCES ENFORCEMENT
ENGINEERING
FORESTRY AND WILDLIFE
HISTORIC PRESERVATION
KAHOOLAWE ISLAND RESERVE COMMISSION
LAND
STATE PARKS

PSF No.: 16KD-017

March __, 2016

Ms. Stephanie Pascual
Hawaii Explosives & Pyrotechnics, Inc.
P.O. Box 1244
Keaau, Hawaii 96749

Dear Ms. Pascual:

Subject: Issuance of Right-of-Entry Permit to Hawaii Explosives & Pyrotechnics, Inc. for Aerial Fireworks Display on April 11, 2016 at Shipwreck Beach, Poipu, Kauai, Hawaii, Tax Map Key: (4) 2-9-001: seaward of 002.

We are pleased to inform you that at its meeting of March __, 2016, under agenda item D-__, the Board of Land and Natural Resources approved the above referenced request. Therefore, Hawaii Explosives & Pyrotechnics, Inc. is hereby granted a right-of-entry permit to utilize the above referenced area consisting of approximately 500 square feet for the set-up and firing site area, plus a safety zone with a radius of approximately 350 feet around the firing site (as shown on **Exhibit A**) subject to the following terms and conditions:

1. Upon acceptance of the terms and conditions herein, and payment of \$550, this right-of-entry permit shall be effective between 12:00 noon and 11:45 p.m. on April 11, 2016.
2. Hawaii Explosives & Pyrotechnics, Inc. shall obtain the appropriate fireworks permits from the Kauai Fire Department.
3. Payment of a deposit in the amount of \$2,500 to ensure timely clean-up after the event described above. Payment shall be in the form of a certified check payable to the Department of Land and Natural Resources. The deposit may be held by the Department for up to 30 days after the scheduled fireworks event, and if not forfeited under the conditions discussed below, will be returned to permittee.
- 3.4. Hawaii Explosives & Pyrotechnics, Inc. shall procure at its own expense, and maintain during the entire period of this right-of-entry, from an insurance company or companies

EXHIBIT C

licensed or authorized to do business in the State of Hawaii with an AM Best rating of not less than "A-" or other comparable and equivalent industry rating, a policy or policies of comprehensive public liability insurance or its equivalent, in an amount of at least \$1,000,000 for each occurrence and \$2,000,000 aggregate, and with coverage terms acceptable to the Chairperson of the Board. The policy or policies of insurance shall name the State of Hawaii as an additional insured and a copy shall be filed with the State of Hawaii, Department of Land and Natural Resources. The insurance shall cover the entire premises, including all buildings, improvements, and grounds and all roadways or sidewalks on or adjacent to the premises in the use or control of Hawaii Explosives & Pyrotechnics, Inc. Hawaii Explosives & Pyrotechnics, Inc. shall furnish the Department with a certificate(s) showing the policy(s) to be initially in force, keep certificate(s) on deposit during the entire period and furnish a like certificate(s) upon each renewal of the policy(s). This insurance shall not be cancelled, limited to scope of coverage, or non-renewed until written notice has been given to the Department. The Department shall retain the right at any time to review the coverage, form, and amount of the insurance required. If, in the opinion of the Department, the insurance provisions in this right-of-entry do not provide adequate protection for the Department, the Department may require Hawaii Explosives & Pyrotechnics, Inc. to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. The Department's requirements shall be reasonable but be designed to assure protection for and against the kind and extent of the risks which exist at the time a change in insurance is required. The Department shall notify Hawaii Explosives & Pyrotechnics, Inc. in writing of changes in the insurance requirements and Hawaii Explosives & Pyrotechnics, Inc. shall deposit copies of acceptable insurance policy(s) or certificate(s) thereof, with the Department incorporating the changes within receipt of the notice. The procuring of the required policy(s) of insurance shall not be construed to limit Hawaii Explosives & Pyrotechnics, Inc.'s liability under this right-of-entry nor to release or relieve Hawaii Explosives & Pyrotechnics, Inc. of the indemnification provisions and requirements of this right-of-entry. Notwithstanding the policy(s) of insurance, Hawaii Explosives & Pyrotechnics, Inc. shall be obligated for the full and total amount of any damage, injury, or loss caused by Hawaii Explosives & Pyrotechnics, Inc.'s negligence or neglect connected with this right-of-entry.

4.5. At all times herein, Hawaii Explosives & Pyrotechnics, Inc. shall keep the right-of-entry area or premises in a strictly clean, sanitary and orderly condition.

5.6. Hawaii Explosives & Pyrotechnics, Inc. shall be responsible for cleaning and restoring the area or premises to their original condition or a condition satisfactory to the Department of Land and Natural Resources upon completion of the day's event. All trash and debris shall be removed from the area or premises, including, but not limited to, the remains of spent pyrotechnic shells. Hawaii Explosives & Pyrotechnics, Inc. shall submit to the Department satisfactory evidence of the clean-up, including: (i) date-stamped photographs of the premises taken during the daytime on the day of the event and on the day immediately following the event; (ii) a certification regarding the clean-up of the

premises in the form attached hereto completed by Hawaii Explosives & Pyrotechnics, Inc. (see Exhibit B-1); and (iii) a certification regarding the clean-up of the premises in the form attached hereto completed by the property owner or operator who contracted for the event, or who accommodated guests who contracted for the event (see Exhibit B-2). The photographs and completed certifications shall be submitted to the Department within five business days after the event, and if not timely submitted, the deposit shall be subject to forfeiture as provided below. Additionally, if a staff inspection of the premises results in a finding by the Department that the photographs or certifications are inaccurate, incomplete or otherwise unreliable, or the clean-up is not satisfactory to the Department, the deposit shall be subject to forfeiture as provided below. The terms conditions relating to the clean-up of the premises extend to all State owned lands in the vicinity that are impacted by the event, including, without limitation, submerged lands. If at any time, whether based on a public complaint or a staff-initiated inspection, the Department determines that the conditions regarding clean-up of the premises and area have not been satisfactorily complied with, the Department shall notify the permittee of the default in writing and the permittee shall have 48 hours to cure the default and remediate and clean the premises and area to the satisfaction of the Department. If after the cure period of 48 hours, the Department determines that the clean-up remains unsatisfactory, the deposit shall be forfeited within 30 days after the event date and the Board shall be notified of such forfeiture the next time permittee applies for a right-of-entry permit for a fireworks display.

6.7. Hawaii Explosives & Pyrotechnics, Inc., shall comply with all of the requirements of all municipal, state, and federal authorities and observe all municipal, state and federal laws applicable to the right-of-entry area or premises, now in force or which may be in force.

7.8. Hawaii Explosives & Pyrotechnics, Inc. shall indemnify, defend, and hold the State of Hawaii, Department of Land and Natural Resources harmless from and against any claim or demand for loss, liability, or damage, including claims for bodily injury, wrongful death, or property damage, arising out of or resulting from: (1) any act or omission on the part of Hawaii Explosives & Pyrotechnics, Inc. relating to Hawaii Explosives & Pyrotechnics, Inc. use, occupancy, maintenance, or enjoyment of the right-of-entry area or premises; (2) any failure on the part of Hawaii Explosives & Pyrotechnics, Inc. to maintain the right-of-entry area or premises and areas adjacent thereto in Hawaii Explosives & Pyrotechnics, Inc. use and control, and including any accident, fire or nuisance, growing out of or caused by any failure on the part of Hawaii Explosives & Pyrotechnics, Inc., to maintain the area or premises in a safe condition; and (3) from and against all actions, suits, damages, and claims by whomsoever brought or made by reason of Hawaii Explosives & Pyrotechnics, Inc., non-observance or non-performance of any of the terms, covenants, and conditions of this right-of-entry or the rules, regulations, ordinances, and laws of the federal, state, municipal or county governments.

8.9. All equipment shall be placed within the right-of-entry area or premises described on the attached map.

~~9.~~10. This event is open to the public and no admission fees of any kind shall be charged.

~~10.~~11. _____ No alcoholic beverages shall be served or permitted in the right-of-entry area or premises.

~~11.~~12. _____ Hawaii Explosives & Pyrotechnics, Inc. shall be responsible for providing security for the right-of-entry area or premises during this event.

At your option, you may hire an officer of the Division of Conservation and Resources Enforcement (DOCARE). Please deal directly with the DOCARE office by contacting: Ms. Norine Oyasato, at 587-0066 to make the necessary arrangements.

~~12.~~13. _____ Hawaii Explosives & Pyrotechnics, Inc. shall supply to Land Division a name and local telephone number of the contact person who can be reached at any time around the clock during this event.

~~13.~~14. _____ No motor vehicles shall be used to access the right-of-entry area or premises.

~~14.~~15. _____ If a Fireworks Permit is not obtained from the Honolulu Fire Department prior to March 28, 2016, this right-of-entry is void in its entirety.

~~15.~~16. _____ Should wind conditions prevent Hawaii Explosives & Pyrotechnics, Inc., from commencing or completing its task to operate its aerial fireworks display in a safe and acceptable manner, Hawaii Explosives & Pyrotechnics, Inc. shall delay or cancel its performance in an attempt to prevent the possible cause of a runaway brushfire.

~~16.~~17. _____ Hawaii Explosives & Pyrotechnics, Inc. shall coordinate with the adjacent hotels regarding a contingency fire plan prior to commencing with any fireworks related activities.

~~17.~~18. _____ Hawaii Explosives & Pyrotechnics, Inc. shall notify the U.S. Coast Guard to put out a notice to all mariners.

~~18.~~19. _____ Hawaii Explosives & Pyrotechnics, Inc. shall not cause or permit the escape, disposal or release of any hazardous materials except as permitted by law. Hawaii Explosives & Pyrotechnics, Inc. shall not allow the storage or use of such materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such materials, nor allow to be brought onto the right-of-entry area or premises any such materials except to use in the ordinary course of Hawaii Explosives & Pyrotechnics, Inc. business, and then only after written notice is given to the State of Hawaii, Department of Land and Natural Resources of the identity of such materials and upon the Department's consent which consent may be withheld at the Department's sole and absolute discretion. If any lender or governmental agency shall

ever require testing to ascertain whether or not there has been any release of hazardous materials by Hawaii Explosives & Pyrotechnics, Inc., then the Hawaii Explosives & Pyrotechnics, Inc. shall be responsible for the cost thereof. In addition, Hawaii Explosives & Pyrotechnics, Inc. shall execute affidavits, representations and the like from time to time at the Department's request concerning Hawaii Explosives & Pyrotechnics, Inc. best knowledge and belief regarding the presence of hazardous materials on the right-of-entry area or premises placed or released by Hawaii Explosives & Pyrotechnics, Inc.

~~19.~~20. Hawaii Explosives & Pyrotechnics, Inc. agree to indemnify, defend and hold the State of Hawaii, Department of Land and Natural Resources harmless, from any damages and claims resulting from the release of hazardous materials on the right-of-entry area or premises occurring while Hawaii Explosives & Pyrotechnics, Inc. is in possession, or elsewhere if caused by Hawaii Explosives & Pyrotechnics, Inc.. These covenants shall survive the expiration or earlier termination of this right-of-entry.

For purposes of this right-of-entry, "hazardous material" shall mean any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, or any other federal, state, or local environmental law, regulation, ordinance, rule, or by-law, whether existing as of the date hereof, previously enforced, or subsequently enacted.

~~20.~~21. Hawaii Explosives & Pyrotechnics, Inc. in the exercise of this right-of-entry shall use appropriate precautions and measures to minimize inconveniences to surrounding residents, landowners, and the public in general.

~~21.~~22. All costs associated with the construction within the right-of-entry area or premises shall be the sole responsibility of Hawaii Explosives & Pyrotechnics, Inc.

~~22.~~23. Hawaii Explosives & Pyrotechnics, Inc. shall maintain and employ debris, pollution and contamination control measures, safeguards and techniques to prevent debris, pollution or contamination to the ocean waters, streams or waterways resulting from Hawaii Explosives & Pyrotechnics, Inc. use, maintenance, repair and operation of the right-of-entry area or premises, and shall take immediate corrective action in the event of such pollution or contamination to immediately remove the cause of such pollution or contamination, and shall immediately clean the right-of-entry area or premises and its surrounding waters of such pollutant or contaminant and restore to the State of Hawaii, Department of Land and Natural Resources satisfaction the areas affected by such pollution or contamination, all at Hawaii Explosives & Pyrotechnics, Inc. own cost and expense.

Ms. Stephanie Pascual

March 11, 2016

Page 6

~~23.~~24. In the event any unanticipated sites or remains such as bone or charcoal deposits, human burials, rock or coral alignments, pavings or walls are encountered the Hawaii Explosives & Pyrotechnics, Inc. shall stop work and contact the State Historic Preservations Division in Kapolei at (808) 692-8015 immediately.

~~24.~~25. All disputes or questions arising under this right-of-entry shall be referred to the Chairperson of the Board of Land and Natural Resources for a determination and resolution of the dispute or question. The Chairperson's decision shall be final and binding on the parties herein.

~~25.~~26. This right-of-entry or any rights hereunder shall not be sold, assigned, conveyed, leased, let, mortgaged or otherwise transferred or disposed.

~~26.~~27. The Department of Land and Natural Resources reserves the right to impose additional, but responsible terms and conditions as it deems necessary while this right-of-entry permit is in force.

Should you have no objections to the above terms and conditions, kindly submit a copy of the signed acceptance page as well as payment of \$550.00, made payable to the "Department of Land and Natural Resources" for the rental fee for the permit area no later than _____, 2016.

We have already received a copy of your Certificate of Liability Insurance. Should you have any questions, please contact Kauai District Land Agent Marvin Mikasa at (808) 274-3493.

Sincerely,

Suzanne D. Case
Chairperson

ACCEPT:
Hawaii Explosives & Pyrotechnics, Inc.

By:
Its:

_____, 2016

Enclosure

DAVID Y. IGE
GOVERNOR OF HAWAII



STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES

POST OFFICE BOX 621
HONOLULU, HAWAII 96809

March 15, 2016

SUZANNE D. CASE
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE MANAGEMENT

KEKO A KALUHIWA
FIRST DEPUTY

JEFFREY T. PEARSON, P.E.
DEPUTY DIRECTOR - WATER

AQUATIC RESOURCES
BOATING AND OCEAN RECREATION
BUREAU OF CONVEYANCES
COMMISSION ON WATER RESOURCE MANAGEMENT
CONSERVATION AND COASTAL LANDS
CONSERVATION AND RESOURCES ENFORCEMENT
ENGINEERING
FORESTRY AND WILDLIFE
HISTORIC PRESERVATION
KAHOOLAWE ISLAND RESERVE COMMISSION
LAND
STATE PARKS

Ref: 16OD-008

Ms. Stephanie Pascual
Hawaii Explosives & Pyrotechnics, Inc.
P.O. Box 1244
Keaau, Hawaii 96749

Dear Ms. Pascual,

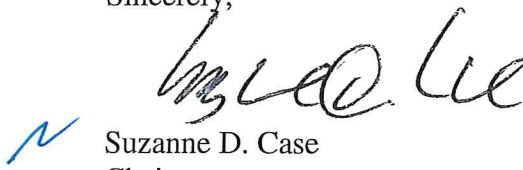
Subject: Clean-up of State Land after Aerial Fireworks Display at Duke
Kahanamoku Beach on March 7 & 8, 2016, Waikiki, Honolulu,
Oahu, Tax Map Key: (1) 2-3-037:Portion of 021.

We write to follow-up on the clean-up of the State lands after the fireworks display on
March 7 & 8, 2016.

Based on the review of photographs of the pre- and post- fireworks show clean-up and
the signed certificates from both Hawaii Explosives and the managing director of the Hilton
Hawaiian Village attesting to the satisfactory removal of fireworks debris, our staff concurs that
the subject premises have been restored to our satisfaction pursuant to condition 6 of the right-of-
entry permit dated February 24, 2016. Therefore, we are returning your \$2,500 check given to us
for the purpose of the clean-up deposit.

If you have any questions, please feel free to contact Cal Miyahara at (808) 587-0424.

Sincerely,


Suzanne D. Case
Chairperson

Enclosure

EXHIBIT "D"

CERTIFICATION

I, Stephanie Pascual, Vice President of
(print name) (job title or position)
Hawaii Explosives & Pyrotechnics, Inc., hereby CERTIFIES as follows:

1. The Right of Entry issued to Hawaii Explosives & Pyrotechnics, Inc. and dated February 24, 2016, a copy of which is attached to and made a part of this Certification and is hereafter referred to as "ROE," was issued for an aerial fireworks display activity occurring on State lands located at: Duke Kahanamoku Beach, Waikiki, Honolulu, Oahu, TMK: (1) 2-3-037:portion of 021.
2. I have personally or through a responsible employee, employees, or designee determined that the ROE provisions for clean-up during and after the cessation of the activity for which the ROE was issued has been substantially complied with in accordance with the clean-up terms of the ROE, including but not limited to removing debris or other pollutants from lands and ocean waters arising or resulting from the above-described activity, and I am satisfied with such clean up as though the premises of the ROE were my or my company's or organization's own lands and waters. Such determination is based on observation, inspection, and/or other evidence, and is not wholly based on representations of the ROE holder.
3. I understand that the Board of Land and Natural Resources will rely on this certification as well as the evidence of clean up provided by the ROE holder to the Department of Land and Natural Resources.

Signature



Date: March 9, 2016

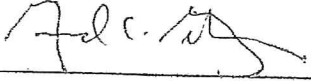
EXHIBIT B-1

CERTIFICATION

(By Owner or Person or Entity in Possession of Property on which Activity Occurs)
I, Jerry Gibson, Managing Director and Area Vice President of Operations of
(print name) (job title or position)
Hilton Hawaiian Village Beach Resort and Spa, hereby
(company or organization)

CERTIFY as follows:

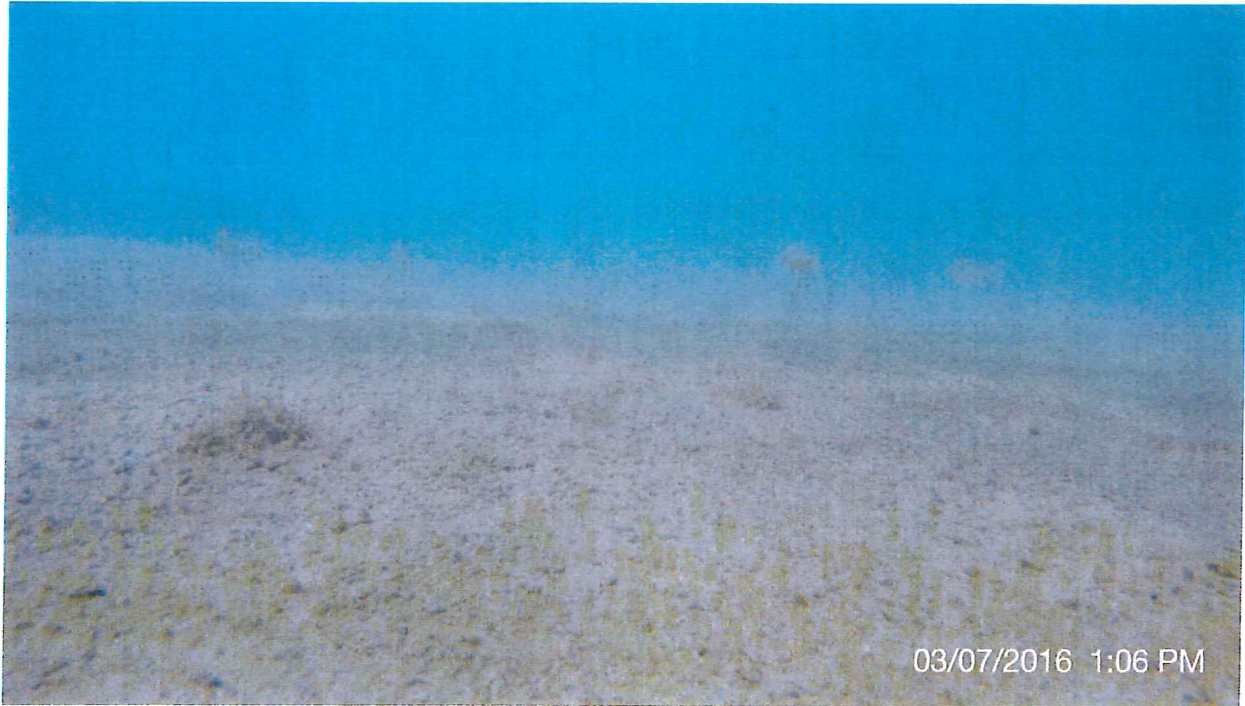
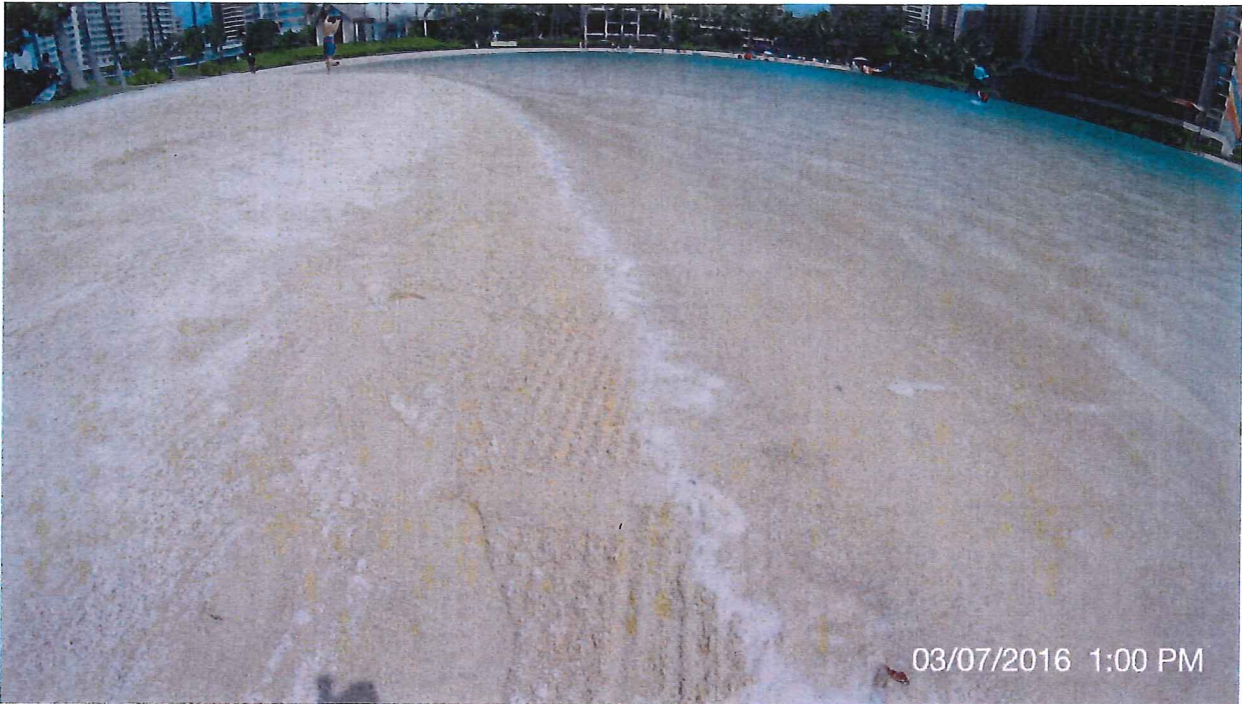
1. The Right of Entry issued to Hawaii Explosives & Pyrotechnics, Inc. and dated February 24, 2016, a copy of which is attached to and made a part of this Certification and is hereafter referred to as "ROE," was obtained in conjunction with, is related or connected to, or arose from an aerial fireworks display activity occurring on State lands adjacent to my real property or my company's or organization's real property (held as fee owner, lessee, sublessee, or holder of other right of possession), located at Hilton Hawaiian Village, 2005 Kalia Road, Honolulu, Hawaii.
2. I have personally or through a responsible employee, employees, or designee determined that the ROE provisions for clean-up during and after the cessation of the activity for which the ROE was issued have been substantially complied with in accordance with the clean-up terms of the ROE, including but not limited to removing debris or other pollutants from lands and ocean waters arising or resulting from the above-described activity, and I am satisfied with such clean up as though the premises of the ROE were my or my company's or organization's own lands and waters. Such determination is based on observation, inspection, and/or other evidence, and is not wholly based on representations of the ROE holder.
3. I understand that the Board of Land and Natural Resources will rely on this certification as well as the evidence of clean up provided by the ROE holder to the Department of Land and Natural Resources.

Signature 

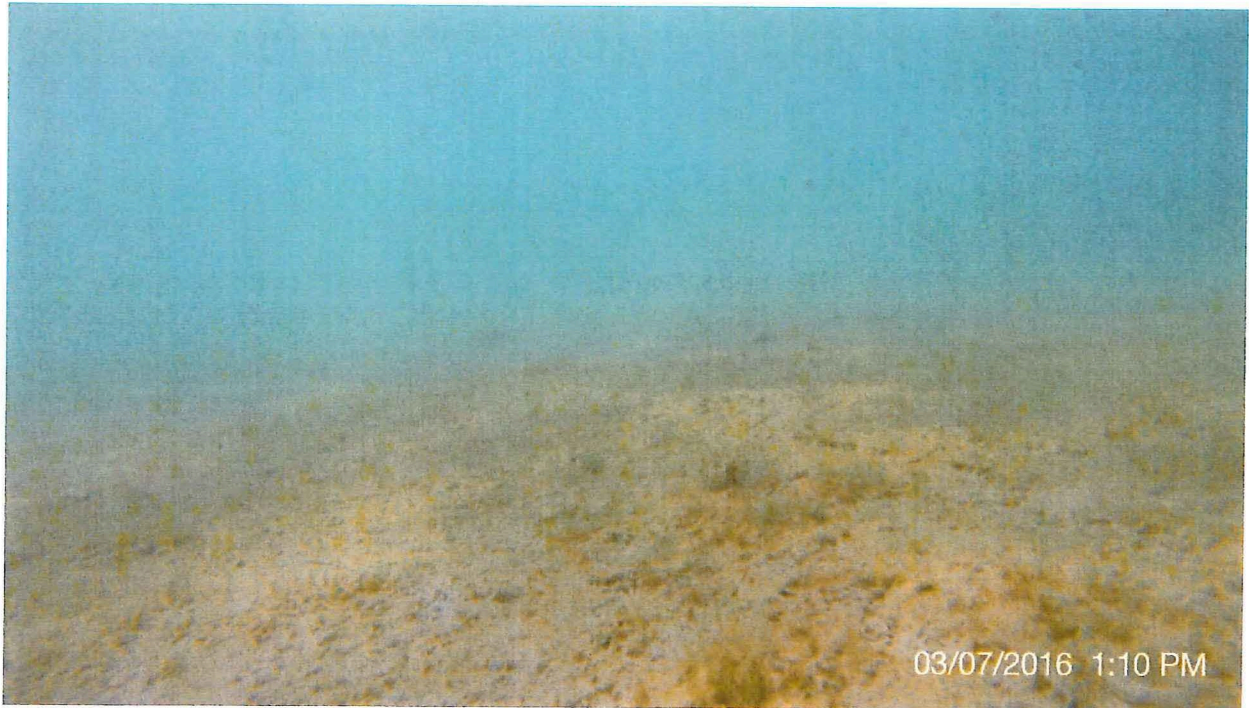
Date: MARCH 15, 2016

EXHIBIT B-2

Hilton Hawaiian Village Lagoon Fireworks - March 7 & 8 show



Hilton Hawaiian Village Lagoon Fireworks - March 7 & 8 show



Hilton Hawaiian Village Lagoon Fireworks - March 7 & 8 show



Hilton Hawaiian Village Lagoon Fireworks - March 7 & 8 show

