

June 3, 2026

Via email to: dbedt.luc.web@hawaii.gov

Daniel Orodenker, Executive Director
State of Hawai'i
Land Use Commission
P.O. Box 2359
Honolulu, Hawai'i 96804-2359



SUBJECT: State Land Use Commission Special Permit for Hawaiian Cement Pohakea Quarry, TMK (2)3-6-004:007(por.), Mā'alaea, Maui, Hawai'i; (SUP1 2006/0001)

Dear Mr. Orodenker:

In December 2006, the State Land Use Commission (LUC) approved a Special Permit (SUP) for the expansion of an existing rock quarry and base course operation at Pohakea Quarry, subject to 23 conditions. On January 7, 2011, the LUC approved a time extension request for the above-mentioned SUP. The SUP time extension was granted until December 15, 2019. A further time extension request until December 15, 2035 for the SUP was approved by the Maui Planning Commission at its meeting of November 24, 2020. In June 2021, the State Land Use Commission also voted to approve the SUP time extension request. See **Exhibit "A"**.

Condition Number 6 was amended with the 2011 SUP time extension approval and now states:

On each anniversary date of this Decision and Order, the Applicant shall file annual reports to the LUC and DP in connection with the status of the subject project and the Applicant's progress in complying with the conditions imposed herein. The annual report shall be submitted in a form prescribed by the Executive Officer of the Commission.

On behalf of the SUP holder, Hawaiian Cement, we are submitting this compliance report for the year 2026 to meet Condition Number 6 and address compliance with the conditions set forth in the approved SUP.

Condition No. 1

That the LUC Special Use Permit shall be valid until December 15, 2035, subject to further extensions by the LUC upon a timely request for extension filed at least one-hundred twenty (120) days prior to its expiration. The appropriate Planning Commission shall make a recommendation to the LUC and may require a public hearing on the time extension.

Response: The permittee concurs with the condition and will comply with time extension request procedures.

Condition No. 2

That the conditions of this State Special Use Permit shall be enforced pursuant to sections 205-12 and 205-13, HRS. Failure to comply with one or more of the conditions herein shall result in a notice of violation issued by the appropriate enforcement agency, notifying the permit holder of the violation and providing the permit holder no more than sixty days to cure the violation. If the permit holder fails to cure the violation within sixty days of said notice, the appropriate enforcement agency shall issue an order which may require one or more of the following: that the violative activity cease; that the violative development be removed; that a civil fine be paid not to exceed \$1,000 per violation; that a civil fine not to exceed \$5,000 shall be issued if violation not cured within six months of the issuance of the order. The order shall become final thirty days after the date of its mailing or hand-delivery unless written request for a hearing is mailed or delivered to the DP within said thirty days. Upon receipt of a request for a hearing, the DP shall specify a time and place for the permit holder to appear and be heard. The hearing shall be conducted by the planning director or the director's designee in accordance with the provisions of chapter 91, HRS, as amended.

Response: The permittee concurs with the condition and submits this report to address compliance with all conditions of the SUP.

Condition No. 3

That the subject LUC Special Use Permit shall not be transferred without the prior written approval of the LUC. The appropriate Planning Commission shall make a recommendation to the LUC. However, in the event that a contested case hearing preceded issuance of said LUC Special Use Permit, a public hearing shall be held by the appropriate Planning Commission upon due published notice, including actual written notice to the last known addresses of parties to said contested case and their counsel.

Response: The permittee concurs with the condition. No permit transfer request is anticipated for the SUP.

Condition No. 4

That the Applicant, its successors, and permitted assigns shall exercise reasonable due care as to third parties with respect to all areas affected by subject LUC Special Use Permit and shall procure at its own cost and expense, and shall maintain during the entire period of this LUC Special Use Permit, a policy or policies of comprehensive liability insurance in the minimum amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) naming the County of Maui and State of Hawai'i as an additional named insured, insuring and defending the applicant, County of Maui and State of Hawai'i against any and all claims or demands for property damage, personal injury and/or death arising out of this permit, including but not limited to: (1) claims from any accident in connection with the permitted use, or occasioned by any act or nuisance made or suffered in connection with the permitted use in the exercise by the applicant of said rights; and (2) all actions, suits, damages and claims by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms and conditions of this permit. Proof of a policy naming County of Maui as an additional named insured shall be submitted to the DP within ninety (90) calendar days from the date of transmittal of the decision and order.

Response: A current Certificate of Insurance is provided as **Exhibit "B"**.

Condition No. 5

That full compliance with all applicable governmental requirements shall be rendered.

Response: The permittee concurs with the condition.

Condition No. 6

On each anniversary date of this Decision and Order, the Applicant shall file annual reports to the LUC and DP in connection with the status of the subject project and the Applicant's progress in complying with the conditions imposed herein. The annual report shall be submitted in a form prescribed by the Executive Officer of the Commission.

Response: The permittee concurs with the condition and submits this report for the year 2026 to address compliance with all conditions of the SUP.

Condition No. 7

That the Applicant shall develop the Property in substantial compliance with the representations made to the LUC in obtaining the Special Use Permit. Failure to so develop the property may result in the revocation of the permit.

Response: The property is currently in use as a rock quarry and base course operation as represented to the LUC while obtaining the SUP.

Condition No. 8

That the Applicant shall comply with the following recommendations of the State Department of Transportation ("DOT"):

- a. *The Applicant shall develop a maintenance plan to regularly remove dirt, debris, gravel, and other by-products of quarry operations from the quarry access road's intersection with Honoapi'ilani Highway. The Applicant shall also develop a plan for rapid removal of any quarry products spilled on the State highway right-of-way. Both plans shall be reviewed and approved by the DOT;*
- b. *No increase in storm water runoff will be allowed onto the State highway right-of-way. Plans for the construction and maintenance of retention basins shall be submitted to the DOT for review and approval; and*
- c. *Plans for work within the State highway right-of-way shall be reviewed and approved by the Highways Division, Maui District.*

- Response:**
- a. A roadway maintenance plan has been prepared as per this condition. A copy of the maintenance plan is attached as **Exhibit “C”**. The plan has been submitted for review and approved by the State Department of Transportation (SDOT).
 - b. Plans for the construction of a retention basin and its maintenance have been prepared as per this condition. A copy of the grading and maintenance plan is attached as **Exhibit “D”**.
 - c. No work in State highways is proposed as part of the quarry’s operations.

Condition No. 9

That in the event any significant cultural deposits or human skeletal remains are encountered, work shall stop in the immediate vicinity and the DLNR, SHPD, shall be contacted.

Response: The permittee concurs with the condition.

Condition No. 10

That prior to initiation of any excavation work within the 64.4-acre expansion, the following shall be resolved with the DLNR, SHPD:

- a. *Clarification in the form of archaeological inventory survey level documentation as to whether Temporary Site T-9 is a previously identified historic site;*
- b. *A preservation plan for the “agreed upon preservation areas”; and*
- c. *A thorough field inspection of the 65+ acres into which the proposed quarry will expand to determine the condition of the previously identified sites as well as documentation of any additional sites. Documentation from the DLNR, SHPD, that all concerns have been addressed shall be filed with the DP and the County Department of Public Works and Environmental Management (“DPWEM”) prior to issuance of any grading permit, if required, and initiation of excavation work within the expansion area.*

Response: As mentioned previously, an Application to Amend Permit Terms, Conditions, and Time Stipulations requesting a time extension was prepared and filed with the County of Maui, DP and was reviewed and approved at the Maui Planning Commission's (MPC) November 24, 2020 meeting. The MPC approved the removal of Condition No. 10. However, the SLUC retained Condition No.10. An Archaeological Inventory Survey (AIS) and Archaeological Monitoring Plan (AMP) have been prepared for the quarry expansion area and was submitted to the State Historic Preservation Division (SHPD) for review. Both the AIS and AMP were accepted in 2008 by SHPD. A copy of the SHPD's acceptance letter is provided as **Exhibit "E"**. Further, it is noted that no new expansion is being proposed.

Condition No. 11

That the Applicant shall have an onsite monitor to ensure that the load is covered and material is removed from the exterior of the truck bed and wheels to reduce debris falling onto the public roadways.

Response: The permittee concurs with the condition and confirms that monitoring of loads occurs as part of normal operations.

Condition No. 12

That upon cessation of the Pohakea Quarry operations the Applicant, including the owner of the land, shall prepare and timely implement a closure plan to revegetate the site or other measures to reduce erosion prior to the expiration of the SUP. The closure plan shall be reviewed and approved by the DP.

Response: The permittee concurs with this condition. In the event the Pohakea Quarry operations ceases, a closure plan approved by the landowner will be submitted to the Department of Planning.

Condition No. 13

That the Applicant shall incorporate applicable Best Management Practices ("BMP") to mitigate noise, dust, runoff, and infiltration related to the Pohakea Quarry.

Response: The permittee concurs with this condition and incorporates BMPs for noise and dust mitigation into normal operations.

Condition No. 14

That the Applicant shall maintain the area between the Pohakea Stream and the southern boundary of the Property for the life of the Pohakea Quarry to provide a visual buffer.

Response: The permittee concurs with this condition.

Condition No. 15

That base course materials from the Pohakea Quarry shall not be exported off island.

Response: The permittee concurs with this condition and confirms that no base course materials from the quarry are shipped off-island.

Condition No. 16

That the protective construction fencing located around Site T-9 (a remnant of an historic wall) shall be maintained for the life of the LUC Special Use Permit. All individuals and/or organizations working on the site shall be briefed on the location of Site T-9 to avoid damaging this site.

Response: As mentioned previously, an AIS and AMP for the quarry expansion area have been submitted to and approved by the SHPD. No new expansion of the quarry is being proposed. A copy of the SHPD's acceptance letter is provided as **Exhibit "E"**. As such, the permittee requested that this condition be removed from the SUP approval by the LUC. This request was approved by the MPC, but the LUC voted to retain Condition 16 for the SUP in June 2021.

Condition No. 17

That the Applicant will maintain a 25-foot buffer along the northern boundary of the Pohakea Stream. That the bed or banks of Pohakea Stream shall not be altered without an approved stream-channel alteration permit prior to construction.

Response: The permittee concurs with this condition. Alteration of Pohakea Stream is not anticipated.

Condition No. 18

That the Applicant shall obtain a National Pollutant Discharge Elimination System permit for the expansion of the Pohakea Quarry.

Response: The permittee concurs with this condition. The permittee holds National Pollutant Discharge Elimination System (NPDES) General Permit coverage that is valid until January 14, 2027. See **Exhibit “F”**. An application to extend the NPDES permit will be submitted in advance of the expiration date to ensure compliance with this condition.

Condition No. 19

That the Applicant shall maintain its existing State Department of Health air quality permits throughout the operation of the Pohakea Quarry and shall obtain any additional air quality permits that may be required for the quarry expansion.

Response: The permittee concurs with this condition and confirms that it maintains its required air quality permits.

Condition No. 20

That the Applicant shall submit a detailed and final drainage report and a BMP Plan to the DPWEM for its review and approval.

Response: The permittee concurs with this condition and abides by its approved drainage report and BMP plan.

Condition No. 21

That the Applicant shall operate the Pohakea Quarry from Monday through Saturday, 7:00 a.m. to 5:00 p.m.

Response: The permittee concurs with this condition and confirms that the quarry's operational hours are not in excess of the approved hours of 7:00 a.m. to 5:00 p.m., Monday through Saturday.

Condition No. 22

That the Applicant shall file a request with the DP to terminate SUP2 96/0013 within six months following the issuance of this Decision and Order.

Response: The permittee concurs with this condition and confirms that SUP2 96/0013 has been terminated.

Condition No. 23

That the permitted uses and activities on the existing 14.8-acre site shall be limited to quarrying, base course production recycling of concrete debris, greenwaste composting, screening of compost material, maintenance and storage facilities to support the onsite rock crusher, and office facilities for the operation. Permitted uses and activities on the approximately 64.4-acre expansion area shall be limited to quarrying and base course production only. There shall be no composting of greenwaste and grubbed material or the recycling of concrete rubble on the expansion area.

Response: The permittee concurs with this condition and confirms that the uses occurring at the site are in compliance with the SUP approval.

Condition No. 24

That the Department of Land and Natural Resources-Division of Forestry and Wildlife (DOFAW) and the United States Fish and Wildlife Service (USFWS) be consulted with regard to the issue raised on Hawaiian “yellow-faced bees” in the Petition Area.

Response: Consultation letters were submitted to the USFWS and DOFAW on June 29, 2021 to request comments on the potential for “yellow-faced bees” which may be located within the Petition Area. Comments were received from the USFWS in August 2021 which noted that none of the federally listed species were known to occur in the Pohakea Gulch area adjacent to the Pohakea Quarry. However, the area had not been specifically surveyed for “yellow-faced bees”. The USFWS recommended that a survey be completed for the bee species. See **Exhibit “G”**. Based on the comment from the USFWS, the applicant had a biological consultant complete a survey in September 2021 for flora and fauna in the project area, with a specific focus for the “yellow-faced bees” and their habitat. The report found no “yellow-faced bees” in the area and identified only one (1) of their plant food species, ‘ilima. However, the biological report noted that the ‘ilima plants identified were heavily defoliated by the Axis Deer in the area and, as such, it concluded that the bees were highly unlikely to occur in the area. See **Exhibit “G-1”**.

Daniel Orodener, Executive Director
June 3, 2026
Page 10

DOFAW provided comments via letter in March 2022. The DOFAW requested a site visit to the area to conduct a survey of the area. See **Exhibit "G-2"**. The applicant coordinated with DOFAW personnel and a visit for the "*yellow-faced bee*" was conducted with the Applicant and DOFAW in April 2022. Via email dated April 8, 2022, the DOFAW technician noted that there were no "*yellow-faced bees*" identified during the site visit, that the species' main host plant species (*ilima*) were browsed, and as such "*yellow-faced bees*" were unlikely to be present in the area. See **Exhibit "G-3"**.

Should you have any questions, please do not hesitate to contact me at (808)983-1233.

Very truly yours,



Finn Gibson
Analyst

FG:yp
Enclosures

cc: Danny Dias, Department of Planning (w/enclosures)
Dave Gomes, Hawaiian Cement (w/enclosures)
Keoni DeRego, Hawaiian Cement (w/enclosures)

K:\DATA\HawnCemt\PohakeaQuarry\0SUP Comp Report\2025 SUP Compliance Report\2025 SUP CR.docx

List of Exhibits

- EXHIBIT A.** State Land Use Commission Special Permit Time Extension Request Approval Dated June 24, 2021
- EXHIBIT B.** Certificate of Insurance
- EXHIBIT C.** Roadway Maintenance Plan
- EXHIBIT D.** Retention Basin Grading and Maintenance Plan
- EXHIBIT E.** Letters from the State Historic Preservation Division Dated April 1, 2008 Accepting the Archaeological Inventory Survey and Archaeological Monitoring Plan
- EXHIBIT F.** Letter from Department of Health Regarding National Pollutant Discharge Elimination System Permit
- EXHIBIT G.** Letter from U.S. Fish and Wildlife Service Dated August 2, 2021
- EXHIBIT G-1.** Flora and Fauna Survey of Pohakea Quarry - September 2021
- EXHIBIT G-2.** Letter from Division of Forestry and Wildlife Dated March 17, 2022
- EXHIBIT G-3.** Email from Division and Forestry and Wildlife Dated April 8, 2022

EXHIBIT A.

**STATE LAND USE COMMISSION SPECIAL
USE PERMIT TIME EXTENSION REQUEST
APPROVAL DATED JUNE 24, 2021**

**Please refer to State Land Use Commission Decision
and Order June 24, 2021:**

https://files.hawaii.gov/luc/dockets/sp06-400/DO_202100624.pdf

EXHIBIT B.

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC 333 South 7th Street, Suite 1400 Minneapolis, MN 55402-2400		CONTACT NAME: Marsh U.S. Operations & Technology PHONE (A/C. No. Ext): 866-966-4664 FAX (A/C. No): 212-948-5382 E-MAIL ADDRESS: Minneapolis.CertRequest@marsh.com	
CN103060364-HAWAC-GAWX-26- 2010 2037 HAWCE AI Y		INSURER(S) AFFORDING COVERAGE	
INSURED *Hawaiian Cement 99-1300 Halawa Valley Street Aiea, HI 96701		INSURER A: Starr Indemnity & Liability Company NAIC # 38318 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CHI-010368629-44 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			1000026272261	01/01/2026	01/01/2027	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			1000673139261	01/01/2026	01/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			1001261496261	01/01/2026	01/01/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1001243487	01/01/2026	01/01/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	General & Auto Liab. Excess			1001261495261	01/01/2026	01/01/2027	Each Occurrence: 5,000,000 Aggregate: 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Pohakea Quarry
 County of Maui is included as an additional insured as required by permit 2006/0001 as respects the General Liability and Auto Liability. The State of Hawaii is included as an additional insured as required by permit SP06-400 as respects the General Liability and Auto Liability. Blanket Additional Insured for General Liability is included where required by written contract and does not include professional liability coverage. Blanket Additional Insured for Automobile Liability is included where required by written contract. Excess liability applies to general liability, products and completed operations, automobile liability, and employers liability.

CERTIFICATE HOLDER **CANCELLATION**

County of Maui Department of Planning 200 S. High Street Wailuku, Maui, HI 96793	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA LLC <i>Daneshia Flowers</i>
---	--

© 1988-2016 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Knife River Corporation

Endorsement Effective Date: 1/1/2016

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization where the named insured has agreed by written contract to include such person or organization as a designated insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.



Starr Indemnity & Liability Company

Dallas, TX 1-866-518-2522

AMENDMENT – 30 DAY NOTICE OF CANCELLATION FOR THIRD PARTIES

Policy Number: 1000673139261

Effective Date: 1/1/2026 at 12:01 A.M.

Named Insured: Knife River Corporation

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form
Products Completed Operations Coverage Form
Business Auto Coverage Form

It is agreed thirty (30) days' notice of cancellation will be given as respects the following certificate holder(s), except as respects non-payment of any premium, non-renewal, and/or per the First Named Insured's request:

SCHEDULE

Per schedule certificate holders on file with company

10 Days Non-Payment of Premium & 30 Days for All Other Reasons; non-cancellable except for non-payment of premium and non-compliance of serious safety recommendation(s).

The insurer will endeavor to provide advice of cancellation (the "Advice") to the certificate holders listed in the schedule by e-mail. Certificate holders include only those entities where thirty (30) days notice of cancellation is required by an "insured contract" but only with respects to an entity for which "you" are directly or indirectly performing "your work".

This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such Advice will neither extend the policy cancellation nor negate cancellation of the policy; nor will this failure result in obligation or liability of any kind upon the issuing insurer, its agents or representatives.

This endorsement does not affect, in any way, coverage provided under this policy, nor the cancellation of this policy or the effective date thereof.

The following definitions apply to this endorsement:

1. 'First Named Insured' means the named insured shown in the Declarations Page of this policy.
2. 'Insurer' means the insurance company shown in the header on the Declarations Page of this policy.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Manuscript

Page 1 of 2

Copyright © C. V. Starr & Company and Starr Indemnity Insurance Company. All rights reserved.
Includes copyrighted material of ISO Properties, Inc., used with its permission.



Starr Indemnity & Liability Company

Dallas, TX 1-866-518-2522

Signed for STARR INDEMNITY & LIABILITY COMPANY

Steve Blakey

Steve Blakey, President

Nehemiah E. Ginsburg

Nehemiah E. Ginsburg, General Counsel

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization for whom you have agreed in a written contract or agreement, prior to an "occurrence" or offense, that such person or organization be added as an additional insured to your policy	All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization for whom you have agreed in a written contract or agreement, prior to an "occurrence" or offense, that such person or organization be added as an additional insured to your policy	All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the mos. we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.



Starr Indemnity & Liability Company

Dallas, TX 1-866-518-2522

AMENDMENT – 30 DAY NOTICE OF CANCELLATION FOR THIRD PARTIES

Policy Number: 1000026272261

Effective Date: 1/1/2026 at 12:01 A.M.

Named Insured: Knife River Corporation

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form
Products Completed Operations Coverage Form
Business Auto Coverage Form

It is agreed thirty (30) days' notice of cancellation will be given as respects the following certificate holder(s), except as respects non-payment of any premium, non-renewal, and/or per the First Named Insured's request:

SCHEDULE

Per Schedule On File With Company

premium and non-compliance of serious safety recommendation(s).

10 Days Non-Payment of Premium & 30 Days for All Other Reasons; non-cancellable except for non-payment of premium. The insurer will endeavor to provide advice of cancellation (the "Advice") to the certificate holders listed in the schedule by e-mail. Certificate holders include only those entities where thirty (30) days notice of cancellation is required by an "insured contract" but only with respects to an entity for which "you" are directly or indirectly performing "your work".

This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such Advice will neither extend the policy cancellation nor negate cancellation of the policy, nor will this failure result in obligation or liability of any kind upon the issuing insurer, its agents or representatives.

This endorsement does not affect, in any way, coverage provided under this policy, nor the cancellation of this policy or the effective date thereof.

The following definitions apply to this endorsement:

1. "First Named Insured" means the named insured shown in the Declarations Page of this policy.
2. "Insurer" means the insurance company shown in the header on the Declarations Page of this policy.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Manuscript

Page 1 of 2

Copyright © C. V. Starr & Company and Starr Indemnity Insurance Company. All rights reserved.
Includes copyrighted material of ISO Properties, Inc., used with its permission.



Starr Indemnity & Liability Company

Dallas, TX 1-866-518-2522

Signed for STARR INDEMNITY & LIABILITY COMPANY

Steve Blakey

Steve Blakey, President

Nehemiah E. Ginsburg

Nehemiah E. Ginsburg, General Counsel

STARR SPECIALTY INSURANCE COMPANY

A MEMBER OF STARR COMPANIES

Dallas, TX 1-868-519-2522

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 06 18

(Ed. 4-15)

AMENDMENT – 30 DAY NOTICE OF CANCELLATION FOR THIRD PARTIES

We agree to give thirty (30) days' notice of cancellation to the following certificate holder(s) in the event that we cancel the policy for any reason other than non-payment of premium:

SCHEDULE

Schedule of File With Company

We will endeavor to provide advice of cancellation (the "Advice") to the certificate holders listed in the schedule by e-mail. Certificate holders include only those entities for which thirty (30) days' notice of cancellation is required by an "insured contract" but only with respect to an entity for which you are directly or indirectly performing your work.

This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such Advice will neither extend the policy cancellation nor negate cancellation of the policy; nor will such failure result in obligation or liability of any kind upon us, our agents or representatives.

This endorsement does not affect, in any way, coverage provided under this policy, the cancellation of this policy or the effective date of cancellation.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 1/1/2026

Policy No.: 1001243487

Endorsement No.:

Insured: Knife River Corporation

Premium:

Insurance Company

Countersigned by: _____

WC 99 06 18

(Ed. 4-15)

EXHIBIT C.

ROADWAY MAINTENANCE PLAN

**Please refer to Exhibit C of 2025 Hawaiian Cement
Pohakea Quarry Annual Report:**

<https://files.hawaii.gov/luc/dockets/sp06-400/annual-reports/2025.pdf>

EXHIBIT D.

RETENTION BASIN GRADING AND MAINTENANCE PLAN

**Please refer to Exhibit D of 2025 Hawaiian Cement
Pohakea Quarry Annual Report:**

<https://files.hawaii.gov/luc/dockets/sp06-400/annual-reports/2025.pdf>

EXHIBIT E.

**LETTERS FROM THE STATE HISTORIC
PRESERVATION DIVISION DATED APRIL 1, 2008
ACCEPTING THE ARCHAEOLOGICAL INVENTORY
SURVEY AND ARCHAEOLOGICAL MONITORING
PLAN**

**Please refer to Exhibit E of 2025 Hawaiian Cement
Pohakea Quarry Annual Report:**

**[https://files.hawaii.gov/luc/dockets/sp06-400/annual-
reports/2025.pdf](https://files.hawaii.gov/luc/dockets/sp06-400/annual-reports/2025.pdf)**

EXHIBIT F.

**LETTER FROM DEPARTMENT OF HEALTH
REGARDING NATIONAL POLLUTANT DISCHARGE
ELIMINATION SYSTEM PERMIT**

EXHIBIT G.

**LETTER FROM U.S. FISH AND WILDLIFE SERVICE
DATED AUGUST 2, 2021**

**Please refer to Exhibit G of 2025 Hawaiian Cement
Pohakea Quarry Annual Report:**

**[https://files.hawaii.gov/luc/dockets/sp06-400/annual-
reports/2025.pdf](https://files.hawaii.gov/luc/dockets/sp06-400/annual-reports/2025.pdf)**

EXHIBIT G-1.

**FLORA AND FAUNA SURVEY OF
POHAKEA QUARRY - SEPTEMBER 2021**

**Please refer to Exhibit G-1 of 2025 Hawaiian Cement
Pohakea Quarry Annual Report:**

**[https://files.hawaii.gov/luc/dockets/sp06-400/annual-
reports/2025.pdf](https://files.hawaii.gov/luc/dockets/sp06-400/annual-reports/2025.pdf)**

EXHIBIT G-2.

**LETTER FROM DIVISION OF FORESTRY
AND WILDLIFE
DATED MARCH 17, 2022**

**Please refer to Exhibit G-2 of 2025 Hawaiian Cement
Pohakea Quarry Annual Report:**

<https://files.hawaii.gov/luc/dockets/sp06-400/annual-reports/2025.pdf>

EXHIBIT G-3.

**EMAIL FROM DIVISION OF FORESTRY AND WILDLIFE
DATED APRIL 8, 2022**

**Please refer to Exhibit G-3 of 2025 Hawaiian Cement
Pohakea Quarry Annual Report:**

**[https://files.hawaii.gov/luc/dockets/sp06-400/annual-
reports/2025.pdf](https://files.hawaii.gov/luc/dockets/sp06-400/annual-reports/2025.pdf)**