



Permit #: 12522-22-105

Hanalei National Wildlife Refuge

General Activity

Special Use Permit

(For Official Use Only)

Permit Term:

From: 3/1/2022

To: 9/30/2022

Permittee Name/Business: Lawrence Dill/Hawaii Department of Transportation (HDOT)

Permit Activity Type: General - Access

Permit Activity Type (Other/Not Listed): Storage of construction materials for flood repair

Permit Status: Approved

If approved, provide special conditions (if any) in the text box below.

If denied, provide justification below.

**See attached Special Conditions.

- | | | | |
|---|---|--|--|
| 1. Are there additional special conditions attached to the permit? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 2. Are other licenses/permits required, and have they been verified? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> N/A |
| 3. Are insurance and/or certification(s) required, and have they been verified? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> N/A |
| 4. Record of Payments: | <input type="checkbox"/> Full | <input type="checkbox"/> Partial | <input checked="" type="checkbox"/> Exempt |
| 5. Is a surety bond or security deposit required? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> N/A |

This permit is issued by the U.S. Fish and Wildlife Service and accepted by the applicant signed below, subject to the terms, covenants, obligations, and reservations, expressed or implied therein, and to the notice, conditions, and requirements included or attached. A copy of this permit should be kept on-hand so that it may be shown at any time to any refuge staff

Permit approved/issued by: (Signature and title)

Permit accepted by: (Signature of permittee)

Heather A. Tonneson

Randall Haraguchi

Kaua'i Refuge Complex Manager

Date: 12/14/21

Date: Dec 16, 2021

General Conditions and Requirements

1. **Responsibility of Permittee:** The permittee, by operating on the premises, shall be considered to have accepted these premises with all facilities, fixtures, or improvements in their existing condition as of the date of this permit. At the end of the period specified or upon earlier termination, the permittee shall give up the premises in as good order and condition as when received except for reasonable wear, tear, or damage occurring without fault or negligence. The permittee will fully repay the Service for any and all damage directly or indirectly resulting from negligence or failure on his/her part, and/or the part of anyone of his/her associates, to use reasonable care.
2. **Operating Rules and Laws:** The permittee shall keep the premises in a neat and orderly condition at all times, and shall comply with all municipal county, and State laws applicable to the operations under the permit as well as all Federal laws, rules, and regulations governing national wildlife refuges and the area described in this permit. The permittee shall comply with all instructions applicable to this permit issued by the refuge official in charge. The permittee shall take all reasonable precautions to prevent the escape of fires and to suppress fires and shall render all reasonable assistance in the suppression of refuge fires.
3. **Use Limitations:** The permittee's use of the described premises is limited to the purposes herein specified and does not, unless provided for in this permit, allow him/her to restrict other authorized entry onto his/her area; and allows the U.S. Fish and Wildlife Service to carry on whatever activities are necessary for: (1) protection and maintenance of the premises and adjacent lands administered by the U.S. Fish and Wildlife Service; and (2) the management of wildlife and fish using the premises and other U.S. Fish and Wildlife Service lands.
4. **Transfer of Privileges:** This permit is not transferable, and no privileges herein mentioned may be sublet or made available to any person or interest not mentioned in this permit. No interest hereunder may accrue through lien or be transferred to a third party without the approval of the Regional Director of the U.S. Fish and Wildlife Service and the permit shall not be used for speculative purposes.
5. **Compliance:** The U.S. Fish and Wildlife Service's failure to require strict compliance with any of this permit's terms, conditions, and requirements shall not constitute a waiver or be considered as a giving up of the U.S. Fish and Wildlife Service's right to thereafter enforce any of the permit's terms or conditions.
6. **Conditions of Permit not Fulfilled:** If the permittee fails to fulfill any of the conditions and requirements set forth herein, the U.S. Fish and Wildlife Service shall retain all money paid under this permit to be used to satisfy as much of the permittee's obligation as possible.
7. **Payments:** All payment shall be made on or before the due date to the local representative of the U.S. Fish and Wildlife Service by a postal money order or check made payable to the U.S. Fish and Wildlife Service.
8. **Termination Policy:** At the termination of this permit the permittee shall immediately give up possession to the U.S. Fish and Wildlife Service representative, reserving, however, the rights specified in paragraph 11 below. If he/she fails to do so, he/she will pay the U.S. Fish and Wildlife Service, as liquidated damages, an amount double the rate specified in this permit for the entire time possession is withheld. Upon yielding possession, the permittee will still be allowed to reenter as needed to remove his/her property as stated in paragraph 11 below. The acceptance of any fee for the liquidated damages or any other act of administration relating to the continued tenancy is not to be considered as an affirmation of the permittee's action nor shall it operate as a waiver of the U.S. Fish and Wildlife Service's right to terminate or cancel the permit for the breach of any specified condition or requirement.
9. **Revocation Policy:** The Regional Director of the U.S. Fish and Wildlife Service may revoke this permit without notice for noncompliance with the terms hereof, or for violation of general and/or specific laws or regulations governing national wildlife refuges, or for nonuse. It is at all times subject to discretionary revocation by the Director of the Service. Upon such revocation the U.S. Fish and Wildlife Service, by and through any authorized representative, may take possession of said premises for its own and sole use, and/or may enter and possess the premises as the agent of the permittee and for his/her account.
10. **Damages:** The U.S. Fish and Wildlife Service shall not be responsible for: any loss or damage to property including but not limited to crops, animals, and machinery; injury to the permittee or his/her relatives or to the officers, agents, employees, or any other(s) who are on the premises from instructions; the sufferance from wildlife or employees or representatives of the U.S. Fish and Wildlife Service carrying out their official responsibilities. The permittee agrees to hold the U.S. Fish and Wildlife Service harmless from any and all claims for damages or losses that may arise to be incident to the flooding of the premises resulting from any associated government river and harbor, flood control, reclamation, or Tennessee Valley Authority activity.

11. Removal of Permittee's Property: Upon the expiration or termination of this permit, if all rental charges and/or damage claims due to the U.S. Fish and Wildlife Service have been paid, the permittee may, within a reasonable period as stated in the permit or as determined by the U.S. Fish and Wildlife Service official in charge, but not to exceed 60 days, remove all structures, machinery, and/or equipment, etc., from the premises for which he/she is responsible. Within this period the permittee also must remove any other of his/her property including his/her acknowledged share of products or crops grown, cut, harvested, stored, or stacked on the premises.

Refuge Access and Safety Permit Stipulations for Special Use Permit # 12522-22-105

- 1) Advanced coordination is required before the project begins and once completed, the point of contact for the refuge will be Deputy Project Leader, Brooke Burrows (cell: 808-635-0920).
- 2) This permit must be kept on-hand during the project, along with all necessary licenses.
- 3) The contractor bears the responsibility to repair any damages to the work area and surrounding refuge infrastructure, which occur during the work being authorized through this permit.
 - a) Any damage will be corrected immediately at the cost of the contractor to whom the equipment belongs.
 - b) A rock bollard or something similar will be placed by the contractor in front of the gate keypad to shield the keypad from any further damage as a result of work in the permitted area.
- 4) Prior to work beginning in the permitted area at Hanalei National Wildlife Refuge, all machinery/equipment will be washed and cleaned of all mud and foreign material to avoid introduction of invasive species.
 - a) Power washing of all tracks/or tires is recommended to be done prior to arrival to the refuge because water is not available onsite.
- 5) All trash or other objects brought onto the refuge must be removed once project is completed.
 - a) Eating on the refuge is not allowed because food crumbs attract rats and ants that prey on ground nesting birds. Please eat lunch off of refuge property.
- 6) Storing of fuel on refuge property is prohibited.
 - a) In case of any fuel, oil, or other leaks on refuge property, the damage must be mitigated ASAP, and refuge deputy project leader, Brooke Burrows (808-635-0922) must be immediately informed.
- 7) Taking of endangered species is prohibited. A 5 mph speed limit will be adhered to in order to minimize disturbance. In the case that an endangered species does not move out of way on its own accord then the hauling operation must wait for the bird to move or a different route can be established. If any nest are found or if there is any form of take of an endangered species, contact the refuge biologist Kim Uyehara (cell: 808-635-9309).

Safety

- 1) Safety is of paramount importance to the Kauai National Wildlife Refuge Complex. All accidents or injuries should be reported to Deputy Project Leader ASAP.
- 2) Call 911 in the event of any serious injury

Refuge Staff	Email	Phone Number
Heather Tonneson Project Leader	Heather_tonneson@fws.gov	808-635-9020 (cell)
Brooke Burrows Deputy Project Leader	Brooke_burrows@fws.gov	808-635-0922 (cell)
Steven Minamishin Maintenance Program Lead	Steven_minamishin@fws.gov	808-378-9159 (cell)
Kim Uyehara Biologist	Kim_uyehara@fws.gov	808-635-9309 (cell)
Tim Cusack Law Enforcement Officer	Tim_cusack@fws.gov	808-798-8709 (cell)