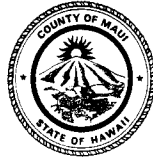


KATHY L. KAOHU  
County Clerk



JAMES G.M. KRUEGER  
Deputy County Clerk

**OFFICE OF THE COUNTY CLERK**

COUNTY OF MAUI  
200 SOUTH HIGH STREET  
WAILUKU, MAUI, HAWAII 96793  
[www.mauicounty.gov/county/clerk](http://www.mauicounty.gov/county/clerk)

March 19, 2021

Honorable Kelly T. King, Chair  
Climate Action, Resilience  
and Environment Committee  
Council of the County of Maui  
Wailuku, Hawaii 96793

Dear Chair King:

By letter dated March 3, 2021 (County Communication No. 21-145), the Director of Finance transmitted 69 contracts/grants for filing with the County Clerk.

At the March 19, 2021 Council meeting, the foregoing communication was filed; however, Contract No. G5330 was referred to your Committee at your request. Transmitted is a copy of the contract.

Respectfully,

A handwritten signature in cursive script, reading "Kathy L. Kaohu".

KATHY L. KAOHU  
County Clerk

/lks

Enclosure

cc: Director of Council Services

## GRANT AGREEMENT CERTIFICATION

I, SCOTT K. TERUYA, Director of Finance of the County of Maui, State of Hawaii,  
do certify that there is available appropriation or balance of an appropriation over and above all  
outstanding contracts, sufficient to cover the amount required by the foregoing contract, i.e.

Appropriation  
Index

Title

Amount Required

116917

ADVANCE GLASS DISP FEE

(6317)

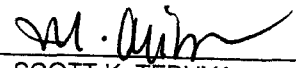
\$ 62,400.00

GRANT AGREEMENT

G 5330

MAUI DISPOSAL CO., INC.

Dated this 5 day of FEBRUARY 2021  
Grant Period: NTP Through June 30, 2021

  
\_\_\_\_\_  
SCOTT K. TERUYA  
Director of Finance

Glass Recovery Program for DEM  
ORDINANCE #5099 (FY2021)

FY 2021

jh

*aug 210*  
*jat*

*ji*

GRANT OF COUNTY FUNDS  
GRANT NO. G5330

Department: Environmental Management – Environmental Protection and Sustainability Division

Project Title: Glass Recovery Program

Certification Requested from County: \$62,400.00

THIS GRANT OF County FUNDS ("Agreement"), made this 10<sup>th</sup> day of February, 2021, by and between MAUI DISPOSAL CO., INC., a Hawaii Corporation, whose mailing address is 1169 Mikole Street, Honolulu, Hawaii 96819, hereinafter called the "Grantee", and the COUNTY OF MAUI, a political subdivision of the State of Hawaii, whose principal place of business is 200 South High Street, Wailuku, Maui, Hawaii 96793, hereinafter called "County", collectively referred to as the "Parties".

Availability of Funds. The availability of the funds for this Agreement shall be as set forth in the Funds Certification signed by the Director of Finance of the County of Maui on or before the effective date of this Agreement. Funds Certification shall be on file in the office of the Director of Finance of the County of Maui.

WITNESSETH:

WHEREAS, the County desires to provide grant funds for the Glass Recovery Program ("Project"); and

WHEREAS, the County has reviewed and approved the Grantee's proposal for a grant of County funds in furtherance of this goal;

NOW, THEREFORE, the Parties, in consideration of the mutual promises hereinafter set forth, hereby agree as follows:

1. General Conditions. In consideration of a grant of County funds, the Grantee shall agree to and complete its Project in accordance with the General Terms and Conditions, attached hereto as Exhibit "A" and made a part hereof.
2. Scope of Project. Grantee shall use the funds for the Project as described in Exhibit "B", attached hereto and made a part herein.
3. Project Budget. Subject to the terms of this Agreement, the County agrees to make available as a grant to the Grantee, a sum not to exceed the total amount of certification requested as set forth above, subject to appropriation. The County shall review and approve the following prior to any grant funds being released:

GRANT OF COUNTY FUNDS  
GRANT NO. G5330

- a. All documentation related to other funding sources for the Project;
  - b. Final Budget (sources and uses) for the Project; and
  - c. Other items as deemed necessary by the County of Maui.
4. Performance Schedule. The duration of this Agreement shall begin on the County's Notice to Proceed and end June 30, 2021, provided that the Parties may extend the term by written Agreement.
5. Conflict. In the event of any conflict between or among this Grant and other documents that are attached hereto or incorporated herein by reference or both, the terms of this Grant shall control first, the County's General Conditions second, other documents prepared by the County third, and documents prepared or submitted, or both, by the Grantee last.
6. Notices. Any written notice required to be given by a party to this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice required to be given to the County shall be sent to:

Department of Environmental Management  
Solid Waste Division  
County of Maui  
200 South High Street  
Wailuku, Maui, Hawaii 96793

Notice to the Grantee shall be sent to the Grantee's address as indicated in this Agreement. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The Grantee is responsible for notifying the County in writing of any change of address.

7. Officer-in-Charge. The Director of the , or an authorized representative, shall be the Officer-in-Charge for all matters related to this Agreement, and shall have the right to oversee the successful completion of Grantee's obligations, including monitoring, coordinating and assessing Grantee's performance and approving completed work/services with verification of same for Grantee's invoices or requests for payment. The Officer-in-Charge also serves as the point of contact for the Grantee from award to Project completion.
8. Entire Agreement. This Agreement and the exhibits and attachments hereto set forth all of the covenants, provisions, Agreements, conditions, and understandings

GRANT OF COUNTY FUNDS  
GRANT NO. G5330

between the parties and there are no covenants, promises, Agreements, conditions or understandings, either oral or written, between the Parties other than herein set forth.

9. Severability. If any provision of this Agreement is held invalid, the other provisions of this Agreement shall not be affected thereby. If the application of the Agreement or any of its provisions, to any person or circumstance is held invalid, the application of the Agreement and its provisions to other persons or circumstances shall not be affected thereby.
10. Amendments. This Agreement shall not be amended, modified or otherwise changed in any respect except by a writing duly executed by authorized representatives of the parties.
11. Counterparts and Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. The parties agree that they may utilize and shall be bound by their electronic signatures, pursuant to Chapter 489E, Hawaii Revised Statutes.
12. Authority and Effective Date. The undersigned represent and warrant that they are authorized to execute this Agreement, which is effective on the date of the last signature hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day, month and year first above written.

[EXECUTION PAGES TO FOLLOW]  
[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

GRANT OF COUNTY FUNDS  
GRANT NO. G5330

GRANTEE'S EXECUTION PAGE

I hereby represent and warrant that I have the legal right and authority to execute this Agreement on behalf of the Grantee.

Grantee:

MAUI DISPOSAL CO., INC.

By  (Signature) 

Print Name: DAVID J. CHING

Its ASSISTANT GENERAL MANAGER  
(Title)

GRANT OF COUNTY FUNDS  
GRANT NO. G5330

COUNTY'S EXECUTION PAGE

COUNTY OF MAUI

By Michael P. Victorino  
MICHAEL P. VICTORINO  
Its Mayor

APPROVAL RECOMMENDED:

Eric Nakagawa  
ERIC A. NAKAGAWA  
Director of Environmental Management

Digitally signed by Eric Nakagawa  
DN: cn=Eric Nakagawa, o=County of Maui,  
ou=Director of Environmental Management,  
email=eric.nakagawa@co.maui.hi.us, c=US  
Date: 2021.01.13 14:07:23 -1000

Michele Yoshimura  
MICHELE YOSHIMURA  
Budget Director

APPROVED AS TO FORM  
AND LEGALITY:

Richelle M. Thomson 2021.02.02  
16:15:48 -10'00'

RICHELLE M. THOMSON  
Deputy Corporation Counsel  
County of Maui  
LF2020-1642  
2020-10-30 G5330 Primary.docx

GRANT OF COUNTY FUNDS  
GRANT NO. G5330

EXHIBIT "A"

GENERAL TERMS AND CONDITIONS

In consideration of the grant of County funds, Grantee covenants and agrees to the following terms and conditions in the use and administration of County funds. In the event the following conditions conflict with any term, provision, condition and/or covenant contained in the body of the Agreement and any subsequent amendments, the terms, provisions, conditions and/or covenants contained in said body shall prevail.

- 1) RECORD KEEPING. Grantee shall keep records and prepare reports, including detailed, separate financial records relating to all grant funds received from the County. All accounts shall be prepared and maintained according to generally accepted accounting principles and as otherwise provided by law to ensure the effective administration of the grant. Grantee shall maintain such accounts and documents in a manner as to permit an expeditious determination to be made at any time of the status of funds within the award, including any disposition of all funds received from County and the nature and amount of all charges claimed to be against such funds. To facilitate the auditing process, Grantee's general ledger shall be organized to reflect the separation of County grant funds and expenses from other funds of the Grantee. Grantee shall maintain in its files, at all times, documentation certifying that the work described in any invoices, executed contracts or reimbursement requests submitted to the County are complete, correct, and in accordance with the terms of this Agreement. Grantee and any subcontractors shall maintain the files, books, and records that relate to the Grant, for at least three years after the date of final payment under the Grant.
- 2) QUARTERLY REPORTS. Grantee shall provide County with written, narrative, quarterly status reports within thirty (30) calendar days of the end of each report quarter (excluding the final quarter). These reports shall contain the following information:
  - a. Summary of program status in relation to goals, objectives and scheduled actions steps outlined in the grant application;
  - b. Contact information and all other relevant information regarding people or businesses served;
  - c. Financial status of County funds used; and
  - d. If appropriate, a report regarding progress towards meeting performance standards and economic self-sufficiency.
- 3) FINAL REPORT. Within 30 (thirty) days of the expiration of the Performance Schedule or completion of the Project, or termination of the Agreement, whichever is sooner, Grantee shall submit to County a final project report, in a form satisfactory to the County agency administering this grant. This report shall document Grantee's efforts toward meeting the requirements of this Agreement, and contain the following:
  - a. An inventory of all equipment costing \$250.00 or more acquired with funds provided under this Agreement;
  - b. A list of expenditures incurred in the performance of this Agreement;
  - c. A summary of program status in relation to goals, objectives, and scheduled action steps outlined in the grant application;
  - d. Contact information and all other relevant information regarding people or businesses served;
  - e. Financial status report of County funds used; and
  - f. If appropriate, a narrative report regarding progress towards meeting performance standards and economic self-sufficiency.
- 4) FINANCIAL AUDITS. Grantee shall supply County with a copy of its annual financial statements that shall be prepared by a Certified Public Accountant. Grantee shall allow County to audit Grantee's



GRANT OF COUNTY FUNDS  
GRANT NO. G5330

records, report books, and other financial records upon request of County to determine compliance with the terms of this Agreement. Grantee shall cooperate fully and assist County in such an audit.

- 5) NONPROFIT STATUS. If Grantee is a nonprofit organization, Grantee shall establish and be governed by bylaws or policies that shall include provisions relating to nepotism and management of potential conflict of interest situations, as required by Section 3.36.040(c), Maui County Code.
- 6) INSURANCE. During the term of this Agreement, Grantee shall maintain at all times or cause to be maintained commercial general liability insurance coverage for Grantee and its employees. The insurance policies shall be issued by a company or companies authorized to do business in Hawaii and approved by the County, with combined single limits of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and TWO MILLION DOLLARS (\$2,000,000) in the aggregate for, or such greater amount as may be required from time to time by the County. The insurance policies shall provide for "NO EROSION OF LIMIT BY PAYMENT OF DEFENSE COSTS." Grantee shall provide County not less than thirty (30) days' notice prior to any cancellation or material change or reduction in coverage. No such material change or reduction may be made without approval from the County. The County shall be listed as an additional insured on all policies. Prior to the commencement of this Agreement, Grantee shall provide the County with a certificate of insurance. Thereafter, prior to the expiration of each policy period, Grantee shall provide the County with certificates of insurance evidencing the foregoing coverage and provisions. The County reserves the right to request and receive a copy of the policies. Grantee shall also carry workers' compensation insurance for Grantee's employees in the amounts required by applicable law. Failure to maintain the necessary insurance in accordance with the provisions set forth herein shall constitute a material breach of this Agreement and the County shall thereafter have the options of pursuing remedies for such breach and/or immediate termination of this Agreement.

Other Insurance Provisions. For any claims related to this Agreement, Grantee's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, and volunteers shall be excess of Grantee's insurance and shall not contribute with it. The submission of insurance documentation to and acceptance by County that does not meet the requirements herein shall not be considered a waiver of Grantee's obligations or County's rights under the terms of this Agreement.

- 7) INDEMNIFICATION. To the extent permitted by law, Grantee shall indemnify, defend, release, and hold harmless the County, its officers, agents, and employees from and against any and all manner of action and claim arising, either directly or indirectly, out of or resulting from the errors, omissions, or acts of Grantee, its officers, its employees, or its agents occurring during, or in connection with, the performance of the Grantee's services under this Agreement. The Grantee's obligations under this section shall survive and shall continue to be binding upon Grantee notwithstanding the expiration, termination or surrender of this Agreement.
- 8) SUBCONTRACTS. The Grantee shall not procure or subcontract any part of the services under this Agreement without the prior written consent of the County. All subcontracts entered into by the Grantee shall be in writing.
- 9) EMPLOYEE COMPENSATION. Grantee shall not compensate its employees more than the wages then prevailing in the State of Hawaii for employees with similar skills and abilities. Grantee shall not pay any commissions, bonuses or similar to its employees.
- 10) COUNTY RECOGNITION. Grantee shall give the County and State of Hawaii, if applicable, appropriate recognition in all grant-funded programs and printed materials. All such printed materials must be approved by the County prior to printing and/or use.
- 11) GRANTEE COMPLIANCE. Grantee shall strictly comply with its articles of incorporation and/or bylaws

GRANT OF COUNTY FUNDS  
GRANT NO. G5330

and all relevant County, State and Federal rules and regulations concerning Grantee's policies and operations.

- 12) NO DISCRIMINATION. Grantee shall not discriminate in the hiring of staff, compensation, terms or conditions of employment of individuals, use of volunteers, or delivery of client services on the basis of sex, sexual orientation, national origin, age, race, color, religion or disability. Grantee shall comply with all applicable Federal and State laws prohibiting discrimination.
- 13) MODIFICATION OF AGREEMENT. Any modification, alteration or change to this Agreement, including, but not limited to, modification of the services to be performed, modification of the scope of services to be performed, extension of time of performance, or changes to the approved budget, shall be made by written supplemental Agreements executed by the County and Grantee.
- 14) DEFAULT, SUSPENSION, OR TERMINATION OF AGREEMENT. Grantee shall be deemed to be in default of the Agreement if:
- a. Any of Grantee's representations or warranties made to the County with respect to this Grant shall have been false in any material aspect when made;
  - b. Grantee fails to faithfully and timely perform any of the promises, terms, or conditions of this Agreement;
  - c. Grantee abandons or discontinues its operations for a period in excess of thirty (30) days; or
  - d. Grantee (i) files a petition in bankruptcy, reorganization, or similar proceedings under the bankruptcy laws of the United States, (ii) has filed against it a petition in bankruptcy, reorganization, or similar proceedings under the bankruptcy laws of the United States which petition is not dismissed within sixty (60) Days, (iii) is adjudicated bankrupt under the bankruptcy laws of the United States, (iv) has a receiver, permanent or temporary, appointed for it by a court of competent jurisdiction, (v) requests the appointment of a receiver; (vi) makes a general assignment for the benefit of creditors, (vii) has its bank accounts, property or receivables attached and such attachment proceedings are not dismissed within sixty (60) Days, or (viii) is dissolved or liquidated.

Should the default or noncompliance continue for thirty (30) days after written notice thereof is delivered to Grantee or mailed to its last known address, County may, at its sole discretion:

- a. Suspend or terminate, wholly or partially, this Agreement by giving written notice to the Grantee of such suspension or termination;
- b. Withhold grant fund payments pending correction of the noncompliance;
- c. Disallow all or part of the cost/expense of the activity or action not in compliance;
- d. Withhold additional award(s) to Grantee; and
- e. Terminate this Agreement without service or notice or legal process and without prejudice to any other remedy or right of action for breach of contract.

Further, the County may suspend or terminate this Agreement without cause by giving written notice to the Grantee thirty (30) calendar days before the effective date of such suspension or termination. Upon termination of this Agreement, all finished or unfinished documents, data, studies, and reports purchased or prepared by the Grantee pursuant to this Agreement shall be transferred to the County.

- 15) COSTS INCURRED DUE TO SUSPENSION OR TERMINATION. The County shall not reimburse the Grantee for any costs incurred by the Grantee during suspension or after termination of this Agreement unless the County authorizes such costs in the Notice of Suspension or Termination issued to the Grantee.
- 16) WITHHOLDING OF PAYMENTS. County may withhold any and all payments to Grantee if the costs set forth in a reimbursement request are, in the County's determination, unreasonable, or if Grantee fails to comply with the terms of this Agreement in any manner whatsoever.

GRANT OF COUNTY FUNDS  
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- 17) PROSELYTIZATION PROHIBITED. Grant funds shall not be used to recruit or convert a person to a new faith, institution, or cause.
- 18) ENTERTAINMENT OR PERQUISITES PROHIBITED. Grantee shall not use any grant funds for purposes of entertainment or perquisites. For purposes of this Agreement, "perquisites" means a privilege provided or service rendered by Grantee to an employee, officer, director, or member of Grantee to reduce that individual's personal expenses.
- 19) LOBBYING PROHIBITED. Grantee shall not use grant funds for lobbying purposes or activities.
- 20) REVERSION OF ASSETS. The Grantee is prohibited from disposing any real or personal property acquired with County funds received under this Agreement, without first receiving prior written consent of the County. Should the Grantee cease to use any real or personal property acquired with County funds for the purposes described in this Agreement, the Grantee shall either:
- a. Pay the County the current fair market value of the asset; or
  - b. Transfer control of the asset to the County.

Unless instructed otherwise by the County in writing, within thirty (30) days of the expiration or termination of this Agreement, the Grantee shall transfer to the County:

- a. Any County funds on hand at the time of expiration or termination of this Agreement;
  - b. Any account receivables attributed to the use of County funds; and
  - c. Any real and/or personal property acquired or improved in whole or in part with County funds.
- 21) PRODUCTION OF INFORMATION. If applicable, Grantee shall comply with all requests of the State of Hawaii for information and reports regarding the project and Grantee's operations.
- 22) COMPLIANCE WITH LAWS. Grantee shall comply with all applicable Federal, State and County laws, rules, regulations, licensing requirements, applicable accreditation and other standards of quality generally accepted in the field of Grantee's activities.
- 23) METHOD OF PAYMENT. Disbursements shall be made in accordance with the purposes of the Grant, at the sole discretion of the Officer-in-Charge.
- a. REIMBURSEMENT. Grantee shall submit on its company/agency's letterhead written reimbursement requests to the County for payment of grant funds. Payment shall be made as work is performed and the required invoices, billing statements, or other documents are submitted. Each reimbursement request shall:
1. Identify the Project, the nature of the work or materials provided, and the specific Phase of the Project for which the work or materials were provided;
  2. Be signed by an authorized representative of Grantee as to its accuracy and verified by a designated County official;
  3. Include a certification by Grantee that the work for which payment is requested was performed in accordance with the terms of this Agreement;
  4. Include copies of receipts, canceled checks, certified payroll records for the applicable time period or phase for which payment is requested, vendor Agreements, and/or other documents providing verification of work completed in accordance with this Agreement; and
  5. Be presented in duplicate, with two (2) complete sets of all items submitted.

The County will reserve 10% of the grant award as a final payment. Final payment on this Agreement shall be available upon completion of Grantee's program, receipt by County of a final report which County finds to be acceptable, and if applicable receipt of a certified copy of a State of Hawaii Tax Clearance Certificate for the Grantee validated by the State of Hawaii Department of Taxation and the Internal Revenue Service or other forms of documentation that meet the requirements of County policy

GRANT OF COUNTY FUNDS  
GRANT NO. G5330

and are deemed acceptable by County.

b. **ADVANCED DISBURSEMENT.** At the discretion of the Officer-in-Charge, advance disbursement of twenty-five (25) percent or more of grant funds may be issued to Grantee. Such advanced disbursements must be directly related to the Program, and Grantee shall submit on its company/agency's letterhead written documentation to the County for expenditure of such funds, in accordance with subsection (a), above, within 30 days of such advance disbursement(s).

If advance disbursement totals less than ninety (90) percent of the total grant funds, the County will reserve 10% of the grant award as a final payment. Final payment on this Agreement shall be available upon completion of Grantee's program, receipt by County of a final report which County finds to be acceptable, and if applicable receipt of a certified copy of a State of Hawaii Tax Clearance Certificate for the Grantee validated by the State of Hawaii Department of Taxation and the Internal Revenue Service or other forms of documentation that meet the requirements of County policy and are deemed acceptable by County.

Grantee shall maintain in its files, at all times, documentation verifying that work described in any contract, bill, invoice, purchase order, or request for payment sent to the County is correct, complete, and in accordance with the terms of this Agreement. Initial and final payment under this Agreement shall be subject to receipt by the County or original tax clearance certificates for the Grantee from the State of Hawaii.

- 24) **PROGRAM INCOME.** "Program Income" means gross income received by Grantee generated from the use of County funds. In no event shall any of the income, earnings, or assets of the Program, including any and all grant funds, surplus funds, or Program Income as described herein, be distributed by Grantee to, or for the benefit of, its corporate directors, officers, members, employees, or consultants. Discretionary use of Program Income by Grantee is strictly prohibited.
- 25) **PROCUREMENT.** If Grantee contracts for the design and/or construction of any structure, defined for purposes hereof as any construction involving a load-bearing wall, Grantee shall comply with the Hawaii Public Procurement Code, Chapter 103D, Hawaii Revised Statutes, any County procurement policies for the procurement of contracts for design and/or construction of any structures as defined herein. Grantee shall ensure that all procurement transactions for construction of non-structures, as defined herein, and all procurement transactions for goods and services are conducted in a manner to provide, to the maximum extent possible, open and free competition.
- 26) **INSPECTIONS AND MONITORING.** Grantee shall permit the County or its duly authorized agent free access to any and all Grantee programs, facilities, event or activities without advance formal notification or appointment when such access is for the express purpose of monitoring, investigation, researching or formulating programs, services or related policies and procedures or when County is otherwise in the pursuit of any official business relative to any aspect of this Agreement.
- 27) **PERSONNEL REQUIREMENTS.**
- a. The Grantee shall secure, at the Grantee's own expense, all personnel required to perform this Agreement.
  - b. The Grantee shall ensure that the Grantee's employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Agreement, and that all applicable licensing and operating requirements imposed or required under Federal, State or County law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.
  - c. The Grantee and the Grantee's employees and agents are not by reason of this Agreement, agents or employees of the County for any purpose, and the Grantee and the Grantee's

GRANT OF COUNTY FUNDS  
GRANT NO. G5330

employees and agents shall not be entitled to claim or receive from the County any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to the County employees.

- 28) COUNTERPARTS. This Agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. Such executions may be transmitted to the parties by facsimile or electronically and such facsimile or electronic execution and transmission shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or facsimile or electronic executions or a combination thereof shall be construed together and shall constitute one and the same Agreement.

**In the event Grantee fails to adhere to any of the conditions of this Grant, including the general and special conditions (if any), County may withdraw any part or all of the grant at the County's sole discretion and without advance notice. Grantee shall be held liable for any grant funds expended in a manner inconsistent with this Agreement, including any attachments incorporated therein.**

END OF GENERAL TERMS AND CONDITIONS

EXHIBIT "B"

ADVANCE DISPOSAL FEE (ADF) GLASS RECYCLING PROGRAM GRANT  
**ADF GLASS RECYCLER APPLICATION**  
COUNTY OF MAUI, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT  
ENVIRONMENTAL PROTECTION & SUSTAINABILITY DIVISION, RECYCLING SECTION  
FISCAL YEAR 2021 - JULY 1, 2020 TO JUNE 30, 2021

ELIGIBILITY

Sole Proprietor \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation X Non-Profit \_\_\_\_\_

QUALIFICATIONS

All documents and proof of the following must be attached to this application.

1. Hawaii G.E.T. License Number
- ✓ 2. State and Federal Tax Clearance (HCE Vendor Compliance Certificate)
- ✓ 3. Department of Health Operating Permit
- ✓ 4. General Liability Insurance Naming the County as Additionally Insured with minimum limits of not less than one million dollars (\$1,000,000) for bodily injury or death per person, and not less than one million dollars (\$1,000,000) per occurrence for property damage

*Businesses with Accounts Receivable, County of Maui, must be Hawaii Express Compliant.*

APPLICANT INFORMATION

NAME OF BUSINESS: Maui Disposal Co., Inc.  
MAILING ADDRESS: 280 Imi Kala Street, Wailuku, HI 96793  
FACILITY ADDRESS: 380 Alamaha Street, Kahului, HI 96732  
CONTACT PERSON: David Ching TITLE: Asst. Gen. Mgr.  
PHONE: 242-7999 CELL: 808-250-3314 E-MAIL: davidching@mauiwaste.com

HAWAII G.E.T. LICENSE NUMBER: GE-166-935-7568-01

BUSINESS OWNERS, OFFICERS AND POSITIONS:

Clyde Kaneshiro - President and CEO  
Dwight Yoshimura - Executive Vice President  
Harold Yamada - Chief Financial Officer/Treasurer

CRITERIA FOR APPROVAL

Please Attach a Description of the Following:

- ✓ 1. Describe markets or end uses for the glass product.
- ✓ 2. Describe staff plan, technical capabilities and equipment.
- ✓ 3. Describe back-up plan in case of equipment failure or loss of markets.

SIGNATURE:  DATE: 10/19/20  
PRINT NAME: David J. Ching TITLE: Asst. Gen. Mgr.



County of Maui  
Advance Deposit Funds  
Fiscal Year July 1, 2020 to June 30, 2021

- 1) Describe markets or end uses for the glass products.  
The product is recycled into usable glass. This market has not fluctuated as much as other recyclable products and has a steady market value over the past several years.
- 2) Describe Staff plan, technical capabilities and equipment.  
Our operations include a 4 acre Material Recycling facility (MRF). There are two glass bunkers that can hold up to 100 tons. Equipment operators will crush the glass to allow for more room into the bunkers and load containers using appropriate Personal Protection Equipment (PPE). Skid Steer Loaders are used to load the glass in the containers.
- 3) Describe back-up plan in case of equipment failure or loss of markets.  
The Company has several Skid Steer loaders that are used to load 40' containers. All positions and equipment have back-up coverage. Glass can also be used on island at the County of Maui landfill as a filler, when crushed and removed of all contaminants. If no market exists for glass, other alternatives for on island usage would have to be developed in conjunction with State and County government officials.

DAVID Y. IGE  
GOVERNOR OF HAWAII



BRUCE S. ANDERSON, Ph.D.  
DIRECTOR OF HEALTH

STATE OF HAWAII  
DEPARTMENT OF HEALTH  
P. O. BOX 3378  
HONOLULU, HI 96801-3378

In reply, please refer to:  
File:

April 15, 2019

S0410LI

**CERTIFIED MAIL NO. 7018 2290 0000 0223 9951  
RETURN RECEIPT REQUESTED**

Mr. Roger Yamagata  
Vice President and General Manager  
Maul Disposal Company, Inc.  
280 Iml Kala Street  
Walluku, Hawaii 96793

Dear Mr. Yamagata:

SUBJECT: Solid Waste Management Permit No. RY-0042-18  
Maul Disposal Company Material Recovery Facility  
380 Alamaha Street, Kahului, Hawaii 96732  
TMK: (2) 3-8-065:022

The Department of Health (DOH), Solid and Hazardous Waste Branch received a solid waste management permit renewal with no modification application for the subject facility on September 25, 2018. The application submission included the application form, Attachments P-1 through P-6, and fee payment.

The application for the permit has been reviewed and approved. The enclosed permit is issued under the provisions of Hawaii Revised Statutes (HRS), Chapter 342H, *Solid Waste Pollution*, and Hawaii Administrative Rules, Title 11, Chapter 58.1, *Solid Waste Management Control*. Please read the conditions in this permit carefully and review the permit periodically in order to ensure that these permit conditions are met.

The permittee may appeal to the Director of Health any of the conditions of the subject permit. The appeal must be in writing and submitted to the Director of Health within twenty (20) days after the receipt of this notice.

HRS 342H-14 states that unless the submitted documents and other information secured by the DOH from the permittee contain confidential information, such as secret processes or methods of manufacture, they shall be made available for inspection by the public. Please notify the Solid and Hazardous Waste Branch within twenty (20) days of the receipt of this letter if you would like to make a claim of confidentiality. Otherwise, your entire application will be available for public inspection.



Mr. Roger Yamagata  
April 15, 2019  
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If you have any questions regarding this letter, please contact Ms. Lene Ichinotsubo of the Solid and Hazardous Waste Branch at (808) 586-4226.

Sincerely,

A handwritten signature in black ink, appearing to read "Alec Wong". The signature is fluid and cursive, with the first letter of the first name being a large capital "A".

ALEC WONG, P.E., ACTING CHIEF  
Environmental Management Division

Enclosures: Solid Waste Management Permit No. RY-0042-18  
Receipt for the filing fee

**PERMITTEE:**  
Maui Disposal Company, Inc.  
280 Imi Kala Street  
Walluku, Hawaii 96793

**Permit Number:** RY-0042-18  
**Date of Issue:** April 15, 2019  
**Date of Expiration:** March 26, 2024  
**Page:** 1 of 10

**SOLID WASTE MANAGEMENT PERMIT**

This permit is issued under the provisions of Hawaii Revised Statutes (HRS), Chapter 342H, *Solid Waste Pollution*, and Hawaii Administrative Rules (HAR), Title 11, Chapter 58.1, *Solid Waste Management Control*. The above-named permittee is hereby authorized to operate the facility as shown on the approved application received on September 25, 2018, and other approved documents on file with the Department of Health (DOH).

**To Operate:** A recycling facility that may:

- a. Accept, temporarily store, and process source-separated metal (aluminum, bi-metal, and steel), and plastic and glass deposit beverage containers (DBC's); and accept and temporarily store non-ferrous scrap metal (aluminum, brass, copper, and stainless steel) from public, commercial accounts and redemption centers.
- b. Accept, temporarily store, sort, and process commingled recyclable materials from curbside collection, and partially source-separated materials from county recycle drop boxes and commercial accounts. Curbside loads may include OCC; ONP; mixed paper; metal (aluminum, bi-metal, and steel) containers; aluminum foil and trays; #1 and #2 plastic bottles and containers; dairy tubs and lids; and plastic bags and shrink wrap. Loads from county drop boxes and commercial accounts may include OCC; ONP; mixed paper; metal (aluminum, bi-metal, and steel); #1 and #2 plastic and glass.

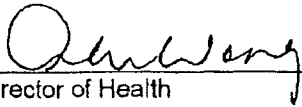
The operation shall be consistent with the operating procedure described in the submitted application. Should there be any discrepancies between the submitted materials and permit conditions, the permit conditions shall take precedence.

**Location:** Maui Disposal Materials Recovery Facility  
380 Alamaha Street, Kahului, Hawaii 96732  
TMK: (2) 3-8-065:022

**Subject to:** HRS Chapters 342H, HAR 11-58.1, Part I - Standard Conditions, and Part II - Recycling Special Conditions.

Acceptance of this permit constitutes an acknowledgment and agreement that the holder will comply with all rules, regulations, and orders of the DOH and the conditions precedent to the granting of this permit.

This permit supersedes Solid Waste Management Permit No. RY-0058-13 in its entirety.

  
(For) Director of Health  
State of Hawaii

**PERMITTEE:**

Maul Disposal Company, Inc.  
280 Iml Kala Street  
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The solid waste management facility is subject to HRS Chapter 342H, *Solid Waste Pollution*, HAR Chapter 11-58.1, *Solid Waste Management Control*, and the following conditions:

**PART I - STANDARD CONDITIONS**

1. The terms, conditions, requirements, limitations, and restrictions set forth herein are "Permit Conditions" and as such are binding upon the permittee and enforceable, pursuant to the authority of HRS §342H. The DOH will review this permit periodically and may initiate enforcement action for any violation of the "Permit Conditions" by the permittee, its agents, employees, servants, representatives, contractors, or subcontractors. If any term or condition of this permit becomes invalid as a result of a challenge to a portion of this permit, the other terms and conditions of this permit shall not be affected and shall remain valid.
2. This permit:
  - a. shall not in any manner affect the title of the premises upon which the facility is or will be located;
  - b. does not release the permittee from any liability for any loss due to personal injury or property damage caused by, resulting from, or arising out of the design, installation, construction, operation, maintenance, closure, or post-closure of the facility;
  - c. does not release the permittee from compliance with other applicable statutes and regulations of the state of Hawaii or with applicable federal or local laws, regulations, or ordinances;
  - d. in no way implies or suggests that the state of Hawaii, or its officers, agents, or employees assumes any liability, directly or indirectly, for any losses due to personal injury or property damage caused by, resulting from, or arising out of the design, construction, operation or maintenance of the facility; and
  - e. shall not constitute nor be construed to be an approval of the design, construction, operation, maintenance, closure, and post-closure of the facility beyond the regulatory requirements mandated by HRS §342H and HAR §11-58.1.
3. Issuance of this permit does not preclude the responsibility of the permittee to obtain any and all necessary approvals and permits from the appropriate federal, state, and local agencies, including zoning clearances, prior to the start of operations.
4. Unless the submitted documents and other information secured by the DOH from the permittee contain confidential information, such as secret processes or methods of manufacture, they shall be made available for inspection by the public (HRS §342H-14). The permittee shall be responsible for identifying, in writing, the specific information asserted to be confidential. The DOH shall review the assertion made by the permittee and determine if confidentiality is indeed warranted.

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5. This permit is valid only for the specific processes and operations applied for and indicated in the submitted application and additional submissions approved by the DOH. Any unauthorized deviation that affects the facility's design, operations or procedures, or which could threaten human health and the environment from the submitted application, approved drawings, operations manual, and additional submissions or conditions of this permit may constitute grounds for revocation of this permit, and/or enforcement action by the DOH. Should there be any discrepancies between the submitted documents and the permit conditions, the permit conditions shall take precedence. A copy of the submitted application and additional submissions shall be maintained at the facility.
6. This permit is non-transferable whether by operation of law or otherwise, either from one location to another, from one solid waste disposal operation to another, or from one person to another without the written approval of the director [HAR §11-58.1-04(e)(2)].
7. This permit shall be kept at or near the construction and operation site for which the permit is issued and shall be available upon request [HAR §11-58.1-04(f)]. A request for a duplicate permit shall be made in writing to the director within ten (10) days after the destruction, loss, or defacement of this permit. A fee of fifty dollars (\$50.00) shall be charged and submitted with the request [HAR §11-58.1-04(h)(3)].
8. The permittee shall at all times properly operate and maintain the facility and systems of treatment, process, and control (and related appurtenances), as applicable to the facility, that are installed or used by the permittee to achieve compliance with the conditions of this permit, as required by the DOH rules. The facility shall be designed, constructed, and equipped in accordance with best practicable technology so as to operate without causing a violation of applicable rules and regulations.
9. Incident Notification Requirements. The permittee shall notify the DOH, in writing or facsimile (fax), whenever there are incidents such as fire, explosion, or release of regulated material/waste, which could threaten human health or the environment (i.e., air, soil, or surface and subsurface waters). Initial notification may be by phone or fax and reported within eight (8) hours, whenever possible, and no more than twenty-four (24) hours. The notification report shall be completed and submitted by an Environmental Compliance Officer or other responsible official within seven (7) calendar days (three [3] calendar days for waste disposal facilities, such as landfills and incinerators) and shall include:
  - a. name, address, and telephone number of the owner and operator;
  - b. name, address, and telephone number of the facility at which the incident occurred;
  - c. date, time, and type of incident (i.e., fire, explosion, release, etc.);
  - d. name and quantity of material(s) involved;
  - e. the extent of injuries, if any;
  - f. an assessment of actual or potential hazards to human health or the environment, where this is applicable;

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- g. estimated quantity and disposition of recovered and unrecovered material that resulted from the incident;
- h. evaluation of the circumstances that led to the incident;
- i. steps being taken to reduce, eliminate, and prevent recurrence, including an implementation schedule; and
- j. other information or monitoring as required by the DOH.

Notification requirements for releases only apply to releases of a quantity equal or exceeding the reportable quantity listed in HAR §11-451.

10. Noncompliance Notification Requirements. If, for any reason, the permittee does not comply with, or will be unable to comply with, any condition or limitation specified in the permit, the permittee shall notify the DOH verbally within twenty-four (24) hours followed by a written report within seven (7) calendar days (three [3] calendar days for waste disposal facilities, such as landfills and incinerators) of the verbal notification. The written report shall be completed and submitted by an Environmental Compliance Officer or other responsible official and contain the following information:
- a. description and cause of noncompliance;
  - b. period of noncompliance, including exact dates and times; and, if not corrected, the anticipated duration that the noncompliance is expected to continue;
  - c. steps that will be taken to correct the area of noncompliance;
  - d. steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance, including an implementation schedule; and
  - e. other information or monitoring as required by the DOH.

The permittee may be subject to enforcement action by the DOH, penalties, or revocation of this permit.

The use of a fax for notifications is acceptable. Any data transmission or detailed explanations transmitted shall be accompanied by regular mail submittals. Failure to notify in accordance with this requirement may initiate enforcement action.

11. Monitoring and Recordkeeping Requirements. The permittee shall comply with the following monitoring and recordkeeping requirements:
- a. Upon request, the permittee shall furnish all records (e.g., transaction reports, disposal receipts, sampling, and testing results) and plans required by the DOH. The retention period for all records shall be a minimum of five (5) years; however, there shall be an indefinite retention period for all records associated with any unresolved enforcement action as determined by the DOH.
  - b. The permittee shall retain at the facility or other location designated by this permit, records of all monitoring information (including all calibration and maintenance records and all original recordings of monitoring instrumentation), copies of all reports required by this permit, and records of all data used to

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complete the application for this permit. The retention period shall be a minimum of five (5) years, or longer, as may be specified in the Special Conditions, from the date of the sample, measurement, report, or application unless otherwise specified by the DOH rule. The retention period shall be for the life of the facility, through closure and post-closure periods, for waste disposal facilities (such as landfills and incinerators).

- c. Records of monitoring information, if applicable, shall include:
  - the date, exact location, and time of sampling or measurements;
  - the person responsible for performing the sampling or measurements;
  - the date(s) analyses were performed;
  - the person responsible for performing the analyses;
  - analytical techniques or methods used; and
  - results of such analyses.
12. The permittee shall submit complete and detailed plans and reports on existing solid waste management systems and of any proposed addition to, modification of, or alteration of any such systems that affect the facility's operations or procedures, or which could threaten human health and the environment and contain the information requested by the DOH in the form prescribed by the DOH. Any submission for permit modification shall be submitted in accordance with Standard Condition No. 13. The plans and reports shall be prepared by a competent person acceptable to the DOH, and at the expense of the permittee.
13. Should the permittee decide to modify the permit or continue operation of the solid waste facility beyond the expiration date of the permit, the permittee shall submit a complete permit modification or renewal application at least one hundred eighty (180) days (one [1] year for municipal solid waste landfills) prior to the modification or the date of permit expiration. Any submission for permit modification does not affect these permit conditions until such modification becomes final in accordance with HAR §11-58.1-04, or as approved by the DOH.
14. If the permittee terminates the facility operation (or faces lease termination or eviction), the permittee shall perform necessary closure activities including, but not limited to, the removal of all remaining solid waste and perform appropriate site assessments and remedial activities. The permittee shall also notify the DOH in writing of the termination at least ninety (90) calendar days prior to the facility's closure [HAR §11-58.1-04(e)(3)]. The written notification shall include an updated closure plan, which should accomplish the following objectives:
  - a. Provide an assessment of the site's present and future threat to public health and the environment due to contaminants possibly left on site from the facility's operation.

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- b. Provide a plan of action to minimize or mitigate any threats to public health and the environment due to contaminants possibly left on site by the facility's operation.
- c. Provide a schedule to implement the plan of action.

Upon the DOH approval of the closure plan, the permittee shall implement the plan in accordance with the approved implementation schedule.

15. The director may, in accordance with HRS §342H-6, enter and inspect the facility for the purpose of:
- a. investigating an actual or suspected source of solid waste or other pollution;
  - b. ascertaining compliance or noncompliance with any rule, regulation, permit condition, or standard promulgated by the DOH; and
  - c. conducting tests in connection therewith (including collecting soil, water, air, ash, and any other material or samples).

The permittee, by accepting this permit, specifically agrees to allow authorized DOH personnel, upon presentation of credentials or other documents as may be required by law, access to the premises.

16. The DOH may require the permittee to conduct sampling and testing to determine the degree of pollution, if any, from the solid waste facility (including soil, water, air, ash, and any other materials or samples). If contamination is detected, the permittee shall remediate as necessary to protect human health and the environment.
17. When requested by the DOH, the permittee shall within a reasonable time, as specified by the DOH, furnish any information required by law, which is needed to determine compliance with the permit. If the permittee becomes aware that relevant facts were not submitted or were incorrect in the permit application or in any report to the DOH, such facts or information shall be submitted or corrected promptly. Upon the written request of the permittee, the deadline for submission of information may be extended, if the DOH determines that reasonable justification exists for the extension.
18. If the DOH determines that the permittee has violated or is violating any provision of HRS §342H, HAR §11-58.1, or these permit conditions, the DOH may pursue enforcement action in accordance with HRS §342H-7, *Enforcement*; §342H-9, *Penalties*; §342H-10, *Administrative Penalties*; §342H-11, *Injunctive and other relief*; or any other pertinent rules.
19. The DOH may, on its own motion, modify, suspend, or revoke a permit if, after affording the applicant a hearing in accordance with HRS 91, the DOH determines that any permit condition, rule, or provision of HRS §342H has been violated or that such is in the public interest (HAR §11-58.1-04(d)).

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20. If the governor or the director determines that an imminent peril to the public health and safety is, or will be, caused by the disposal of solid waste or any combination of discharges of other waste that requires immediate action, the governor or the director, without a public hearing, may order the permittee to immediately reduce or stop the disposal, discharge, or process, and may take any and all other actions as may be necessary (HRS §342H-8).

## **PART II - RECYCLING SPECIAL CONDITIONS**

1. The permittee may:
  - a. Accept, temporarily store, and process source-separated metal (aluminum, bi-metal, and steel), and plastic and glass DBCs; and accept and temporarily store non-ferrous scrap metal (aluminum, brass, copper, and stainless steel) from public, commercial accounts, and redemption centers.
  - b. Accept, temporarily store, sort, and process commingled recyclable materials from curbside collection, and partially source-separated materials from county recycle drop boxes and commercial accounts. Curbside loads may include OCC; ONP; mixed paper; metal (aluminum, bi-metal, and steel) containers; aluminum foil and trays; #1 and #2 plastic bottles and containers; dairy tubs and lids; and plastic bags and shrink wrap. Loads from county drop boxes and commercial accounts may include OCC; ONP; mixed paper; metal (aluminum, bi-metal, and steel); #1 and #2 plastic and glass.
2. The accepted recyclables shall be free of fluids and/or contaminants that may cause harm to human health or the environment (i.e., paints, oils, solvents, etc.). Leaded glass such as lead crystal shall not be accepted.
3. No regulated hazardous waste, in accordance with state hazardous waste laws and regulations, shall be accepted at this facility. No infectious waste shall be accepted at this facility.
4. All incoming material shall be screened to maintain compliance with Recycling Special Conditions 1 through 3.
5. Should unacceptable material enter the facility (including by-products or contaminants removed during screening, sorting, or processing), this material shall be properly stored, managed, and disposed of at appropriate DOH-permitted solid waste facilities prior to causing or creating a nuisance condition, health, safety, or environmental hazard. If any of this waste or waste generated at the facility is determined to be hazardous, the waste should be properly managed and disposed of in accordance with state hazardous waste laws and regulations.
6. The operation shall be consistent with the submitted application, and other approved subsequent submittals, unless otherwise specified in these permit conditions.



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Processing of accepted materials shall be limited to sorting and baling, except non-ferrous scrap metal (aluminum, brass, copper, and stainless steel) shall not be processed and glass may otherwise be processed as described in Special Condition 8.

7. Commingled material shall be sorted on an elevated, 26-position sort conveyor located in the Sort Line Building to separate the loads by material type. DBCs, if to be redeemed for deposit value, shall be separated from non-DBC's.
8. Glass may be crushed within the confines of the bunker using a skid steer tractor or similar equipment. The resulting crushed glass shall be transported to a glass remanufacturer or taken to Central Maui Landfill as described in the application. The permittee may also pulverize glass using an Andela crusher with the DOH's prior approval. The glass crushing area shall be on concrete and have sufficient dust control measures.
9. Storage of material shall be done in a safe and nuisance free manner. Unprocessed material shall be processed as soon as practicable to prevent a nuisance situation. The maximum storage for each type of material shall be as follows:

a. Unprocessed materials:

Incoming commingled material shall be off-loaded into a bunker in the sort line building adjacent to the sort line feed conveyor. The bunker's right side is the building wall, and the back and left side are adjustable. The maximum storage for unprocessed commingled material is limited to the bunker, as shown in the site plan.

Incoming unprocessed, source-separated material shall be delivered to the pit conveyor for the baler or temporarily stored in up to six (6) bunkers, except non-ferrous metal scrap shall be stored in Gaylord boxes in the Baler Building. The individual bunkers, constructed using stackable 2 feet by 2 feet by 6 feet concrete blocks, as shown in the site plan may vary in size but its overall configuration shall follow the limits on the site plan, and its contents shall not exceed the limits of the bunkers. A maximum of six (6) bunkers for unprocessed, source-separated material may be utilized as follows: one (1) for ADF glass, one (1) for DBC glass, and four (4) for other materials (OCC, or plastic or metal containers).

b. Processed materials:

Storage of processed materials shall be in the areas identified in the application. In addition, the storage of bales shall be in a safe and nuisance free manner, provides for operational and emergency access, and shall not exceed the following quantities.

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Pulverized glass	To be determined based on customer specification and location on site, and approved by the DOH
OCC	400 bales inside the Baler Building
ONP/Mixed paper	300 bales inside the Sort Line Building
HDPE (#2) plastic containers	200 bales along fence line of Alamaha Street
PET (#1) containers and LDPE plastic bags and shrink wrap	300 bales along fence line of Alamaha Street
Aluminum containers	100 bales in the Sort Line Building
Bi-metal and steel containers	50 bales in the Sort Line Building

11. Processed materials shall be transported to DOH-permitted recycling facilities, out-of-state recycling facilities, or end-markets. If processed materials will no longer be accepted by these recycling facilities or end-markets, then no associated incoming waste stream shall be accepted.
12. The facility shall be supervised, secured, and have a permanent sign identifying the facility, hours of operation, and a contact in case of emergencies.
13. Scavenging at the facility by the general public is prohibited.
14. Adequate drainage shall be provided to prevent standing water inside the facility. Any discharges from the site shall be in accordance with applicable federal, state, and local laws and regulations.
15. Suitable means shall be employed to control visual and odor nuisances, prevent solid waste from scattering, control dust and litter, and minimize vectors. Adequate dust control measures shall be in place during glass crushing and moving activities. If litter or dust control measures are found to be insufficient, the DOH may require the permittee to implement additional controls.
16. Suitable means shall be provided to prevent, control and extinguish fires. At a minimum, emergency situations shall be managed in accordance with the *Fire Prevention and Response Plan* submitted with the application.

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17. Records of all incoming and outgoing transactions shall be maintained for a minimum of five (5) years. Information should include, but is not limited to, source, type, quantity, and date of materials received; type and quantity of material processed; final disposition of recyclables and waste; and disposal and/or transaction receipts. Copies shall be made available to the DOH upon request.
18. An annual report shall be prepared and submitted to the DOH reviewing the past year's operations and detailing the total tonnage of each type of material received, processed, recycled, and disposed from the previous fiscal year (July 1 to June 30) by July 31 of each year. This includes separate weights of DBC and non-DBC material shipped to end users. The destination of any material leaving the site shall also be noted. The report shall also include a summary of incidents outside of normal operations. Reports shall be submitted to:

Department of Health  
Solid and Hazardous Waste Branch  
2827 Waimano Home Road, #100  
Pearl City, Hawaii 96782

19. The permittee shall notify the DOH, in writing, of any operational changes (i.e., types of material accepted, processing methods, use of different processing equipment, environmental controls, storage capacity, etc.). A revised operations manual reflecting these changes shall be submitted for the DOH's review and approval prior to implementation. Depending on the extent of the proposed changes, a modification to this permit may be required.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/20/2020

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 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	WCD, INC. DBA JOHN H. CONNORS INSURANCE AGENCY 500 ALA MOANA BLVD, #303 HONOLULU, HAWAII 96813	CONTACT NAME ROBSON BUNDA PHONE (A/C No. Ext): 808 534-7304 FAX (A/C No): 808 621-5895 E-MAIL ADDRESS: RBUNDA@CONNORSHAWAII.COM
INSURED	MAUI WASTE SERVICES, INC. MAUI DISPOSAL CO., INC. P.O. BOX 30968 HONOLULU, HI 96820	INSURER(S) AFFORDING COVERAGE INSURER A: ISLAND INSURANCE COMPANY, LTD. NAIC # 22845 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 101211

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	ADOL SUBR (INSO) (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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	ILA9701336-18	04/24/20	04/24/21	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & AOV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		ITP9701338-18	04/24/20	04/24/21	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 500,000 \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DEO RETENTION \$ <input type="checkbox"/> CLAIMS-MADE		PUA9701339-18	04/24/20	04/24/21	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	IWA9701337-18	04/24/20	04/24/21	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$ 500,000 E.I. DISEASE - EA EMPLOYEE \$ 600,000 E.I. DISEASE - POLICY LIMIT \$ 500,000


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

DESIGNATED PROJECT: GLASS RECYCLING

COUNTY OF MAUI IS NAMED AS ADDITIONAL INSURED PER FORM NO. CGI2010 11/04 ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS-SCHEDULED PERSON OR ORGANIZATION.

## CERTIFICATE HOLDER

## CANCELLATION

COUNTY OF MAUI 200 SOUTH HIGH STREET WAILUKU, 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 
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**STATE OF HAWAII  
STATE PROCUREMENT OFFICE**

**CERTIFICATE OF VENDOR COMPLIANCE**

This document presents the compliance status of the vendor identified below on the issue date with respect to certificates required from the Hawaii Department of Taxation (DOTAX), the Internal Revenue Service, the Hawaii Department of Labor and Industrial Relations (DLIR), and the Hawaii Department of Commerce and Consumer

**Vendor Name:** MAUI DISPOSAL CO., INC.

**DBA/Trade Name:** MAUI DISPOSAL CO., INC.

**Issue Date:** 10/16/2020

**Status:** Compliant

Hawaii Tax#: W20285834-01

New Hawaii Tax#:

FEIN/SSN#: XX-XXX2839

UI#: XXXXXX5095

DCCA FILE#: 18145

**Status of Compliance for this Vendor on issue date:**

Form	Department(s)	Status
A-6	Hawaii Department of Taxation	Compliant
	Internal Revenue Service	Compliant
COGS	Hawaii Department of Commerce & Consumer Affairs	Compliant
LIR27	Hawaii Department of Labor & Industrial Relations	Compliant

**Status Legend:**

Status	Description
Exempt	The entity is exempt from this requirement
Compliant	The entity is compliant with this requirement or the entity is in agreement with agency and actively working towards compliance
Pending	The entity is compliant with DLIR requirement
Submitted	The entity has applied for the certificate but it is awaiting approval
Not Compliant	The entity is not in compliance with the requirement and should contact the issuing agency for more information