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3 United States Environmental Protection Agency, Region IX

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10 Attorneys for Complainant

11 **UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**  
12 **REGION IX**

13 75 Hawthorne Street  
14 San Francisco, California 94105

15 IN THE MATTER OF:

15 ) DOCKET NO. UIC-09-2016-\_\_\_\_\_

16 )  
17 ) State of Hawaii, Department of Land and  
18 ) Natural Resources

16 ) **CONSENT AGREEMENT**

17 ) **AND**

18 ) **[PROPOSED] FINAL ORDER**

19 ) Waianapanapa State Park, Hana, Hawaii

20 ) Respondent.

21 )  
22 ) Proceedings under Sections 1423(c) and  
23 ) 1445(a) of the Safe Drinking Water Act, 42  
24 ) U.S.C. §§ 300h-2(c) and 300j-4(a).  
25 )

26 **CONSENT AGREEMENT**

27 **I. AUTHORITY**

28 1. This Consent Agreement is entered into and the [Proposed] Final Order is issued under  
29 the authorities vested in the Administrator of the United States Environmental Protection Agency  
30 (“EPA”) by Section 1423(c) of the Safe Drinking Water Act (the “SDWA”), 42 U.S.C. §§ 300h-  
31 2(c).

32 **In re: State of Hawaii, Department of Land and Natural Resources**  
33 **Waianapanapa State Park**

1 2. The Administrator has delegated the authority to enter into this Consent Agreement and  
2 issue a Final Order (“CA/FO”) to the Regional Administrator of EPA Region IX. The Regional  
3 Administrator in turn has delegated the authority to enter into this Consent Agreement to the  
4 Director of the Enforcement Division, EPA Region IX (“Complainant”).

5 3. In accordance with this authority, and with the “Consolidated Rules of Practice  
6 Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or  
7 Suspension of Permits,” 40 C.F.R. Part 22 (hereinafter “Consolidated Rules of Practice”), the  
8 Complainant and the State of Hawaii, Department of Land and Natural Resources,  
9 (“Respondent”), together referred to as “the Parties,” hereby agree to the terms of this Consent  
10 Agreement and to the issuance of the proposed Final Order.

11 4. In accordance with 40 C.F.R. §§ 22.13(b), 22.18(b)(2) and 22.45(b), issuance of this  
12 CA/FO commences this proceeding. In addition, pursuant to 40 C.F.R. § 22.18(b)(3), this  
13 proceeding will conclude upon the issuance of a final order by the Regional Judicial Officer.

14 5. Part II of this CA/FO contains a concise statement of the factual basis of the  
15 alleged violations of the SDWA, in accordance with 40 C.F.R. § 22.18(b)(2).

## 16 **II. STIPULATIONS AND FINDINGS**

17 6. Pursuant to Part C of the Act, 42 U.S.C. §§ 300h to 300h-8, Sections 1421 to 1428 of the  
18 SDWA, EPA has promulgated regulations establishing minimum requirements for Underground  
19 Injection Control (“UIC”) programs to prevent underground injection that endangers drinking  
20 water sources. These regulations are set forth at 40 C.F.R. Part 144.

21 7. “Underground injection” means the subsurface emplacement of fluids by well injection.  
22 42 U.S.C. § 300h(d)(1); 40 C.F.R. § 144.3.

23 8. “Well injection” means the subsurface emplacement of fluids through a well. 40  
24 C.F.R. § 144.3.

1 9. A “cesspool” is a “drywell,” which in turn is a “well,” as those terms are defined in 40  
2 C.F.R. § 144.3.

3 10. “Large capacity cesspools” (or “LCCs”) include “multiple dwelling, community or  
4 regional cesspools, or other devices that receive sanitary wastes, containing human excreta,  
5 which have an open bottom and sometimes perforated sides.” 40 C.F.R. § 144.81(2). LCCs do  
6 not include single family residential cesspools or non-residential cesspools which receive solely  
7 sanitary waste and have the capacity to serve fewer than 20 persons per day. *Id.*

8 11. UIC program regulations classify LCCs as Class V UIC injection wells. 40 C.F.R.  
9 § 144.80(e).

10 12. Class V UIC injection wells are considered a “facility or activity” subject to regulation  
11 under the UIC program. 40 C.F.R. § 144.3.

12 13. “Owner or operator” means the owner or operator of any “facility or activity” subject to  
13 regulation under the UIC program. 40 C.F.R. § 144.3.

14 14. The “owner or operator” of a Class V UIC well must comply with Federal UIC  
15 requirements in 40 C.F.R. parts 144 through 147, and must also comply with any other measures  
16 required by States or EPA Regional Office UIC Program to protect underground sources of  
17 drinking water. 40 C.F.R. § 144.82.

18 15. Owners or operators of existing LCCs were required to have closed such cesspools no  
19 later than April 5, 2005. 40 C.F.R. §§ 144.84(b)(2) and 144.88.

20 16. Pursuant to Section 1422(c) of the SDWA, 42 U.S.C. § 300h-1(c), and 40 C.F.R. Part 147  
21 Subpart M, § 147.601, EPA administers the UIC program in the State of Hawaii. This UIC  
22 program consists of the program requirements of 40 C.F.R. Parts 124, 144, 146, 147 (Subpart  
23 M), and 148.

24 17. Respondent is a department of the Hawaii state government and thus qualifies as a  
25

1 “person” within the meaning of Section 1401(12) of the SDWA, 42 U.S.C. § 300f(12), and 40  
2 C.F.R. § 144.3.

3 18. Respondent owns and/or operates Waianapanapa State Park located in Hana, on the  
4 island of Maui, in Hawaii (“the Property”).

5 19. Respondent has owned and/or operated six (6) cesspools (listed in Attachment A to this  
6 CA/FO) at the Property past the required LCC closure date of April 5, 2005.

7 20. The cesspools referred to in Attachment A, at all times relevant to this CA/FO, have had  
8 the capacity to serve 20 or more persons per day, and thus are considered LCCs pursuant to 40  
9 C.F.R. § 144.81(2).

10 21. Therefore, Respondent is an “owner or operator” of an LCC, as that term is defined at 40  
11 C.F.R. § 144.3, and thus was subject to the LCC closure requirements of 40 C.F.R.  
12 §§144.84(b)(2) and 144.88.

13 22. On July 9, 2015, Respondent provided EPA with documentation from the State of  
14 Hawaii, Department of Health that Respondent had closed all six LCCs referenced in  
15 Attachment A.

16 23. On October 27, 2015, Respondent converted all six LCCs referenced in Attachment A to  
17 septic/seepage systems.

18 24. From April 5, 2005 until April 2015, Respondent was in violation of the requirement to  
19 close all LCCs set forth at 40 C.F.R. §§ 144.84(b)(2) and 144.88.

20 25. Pursuant to Section 1423(c)(1) of the SDWA, 42 U.S.C. § 300h-2(c)(1), and 40 C.F.R.  
21 § 19.4, EPA may issue an order either assessing an administrative civil penalty of not more than  
22 \$16,000 per day per violation up to a maximum of \$187,500, or requiring compliance, or both,  
23 against any person who violates the SDWA or any requirement of an applicable UIC program.

### 24 **III. SETTLEMENT TERMS**

25 The Parties agree as follows:

**In re: State of Hawaii, Department of Land and Natural Resources  
Waianapanapa State Park**

1           **A.     General Provisions**

2           26. For the purposes of this proceeding, Respondent (1) admits the jurisdictional allegations  
3 contained in this CA/FO, (2) neither admits nor denies the facts stipulated in this CA/FO; (3)  
4 consents to the assessment of the penalty and to the specified compliance obligations contained  
5 in this CA/FO, and (4) and waives any right to contest the allegations or to appeal the Final  
6 Order accompanying this CA/FO. 40 C.F.R. § 22.18(b)(2).

7           27. Respondent also expressly waives any right to contest the allegations contained in  
8 the CA/FO and to appeal the Final Order under the SDWA or the Administrative Procedures Act,  
9 5 U.S.C. §§ 701-706, providing for judicial review of final agency action, including any right to  
10 confer with the EPA Administrator under SDWA § 1447(b)(3), 42 U.S.C. § 300j-6(b)(3).

11           28. This CA/FO, inclusive of all exhibits, appendices, and attachments, is the entire  
12 agreement between the Parties to resolve EPA's civil penalty claim against Respondent for the  
13 specific SDWA violations identified in this CA/FO.

14           29. The provisions of this CA/FO shall apply to and be binding upon Respondent, its  
15 officers, directors, agents, servants, authorized representatives, employees, and successors or  
16 assigns. Action or inaction of any persons, firms, contractors, employees, agents, or corporations  
17 acting under, through, or for Respondent shall not excuse any failure of Respondent to fully  
18 perform its obligations under this CA/FO. No transfer of ownership or operation of the  
19 cesspools identified in Paragraph 19 will relieve Respondent of its obligation to comply with this  
20 CA/FO.

21           30. Issuance of this CA/FO does not in any manner affect the right of EPA to pursue  
22 appropriate injunctive or other equitable relief or criminal sanctions for any violations of law,  
23 except with respect to those claims that have been specifically resolved pursuant to Paragraph 28  
24 above.

1           31.     This CA/FO is not a permit or modification of a permit, and does not affect  
2 Respondent’s obligation to comply with all federal, state, local laws, ordinances, regulations,  
3 permits, and orders. Issuance of, or compliance with, this CA/FO does not waive, extinguish,  
4 satisfy, or otherwise affect Respondent’s obligation to comply with all applicable requirements  
5 of the SDWA, regulations promulgated thereunder, and any order or permit issued thereunder,  
6 except as specifically set forth herein.

7           32.     This CA/FO does not constitute a waiver, suspension, or modification of the  
8 requirements of any federal, state, or local statute, regulation or condition of any permit issued  
9 thereunder, including the requirements of the Act and accompanying regulations.

10          33.     EPA reserves any and all legal and equitable remedies available to enforce this  
11 CA/FO, as well as the right to seek recovery of any costs and attorneys’ fees incurred by EPA in  
12 any actions against Respondent for noncompliance with this CA/FO. Violation of this CA/FO  
13 shall be deemed a violation of the SDWA.

14          34.     Unless otherwise specified, the Parties shall each bear their own costs and  
15 attorneys fees incurred in this proceeding.

16          35.     This Consent Agreement may be executed and transmitted by facsimile, email or  
17 other electronic means, and in multiple counterparts, each of which shall be deemed an original,  
18 but all of which shall constitute an instrument. If any portion of this Consent Agreement is  
19 determined to be unenforceable by a competent court or tribunal, it is the Parties’ intent that the  
20 remaining portions shall remain in full force and effect.

21          36.     The undersigned representative of each party certifies that he or she is duly and  
22 fully authorized to enter into and ratify this Consent Agreement.

1       **B. Penalty**

2       37. Respondent agrees to the assessment of a civil penalty in the amount of FIFTY  
3 THOUSAND DOLLARS (**\$50,000**), in conjunction with performance of the tasks set forth in  
4 Section III.C. of this CA/FO, as full, final, and complete settlement of the civil claims alleged in  
5 Section II of this CA/FO.

6       38. Respondent shall pay the assessed penalty no later than thirty (30) days from the effective  
7 date of this CA/FO. Payment shall be made by cashier's or certified check payable to the  
8 "Treasurer, United States of America," or paid by one of the other methods listed below and sent  
9 as follows:

10       Regular Mail:

11 U.S. Environmental Protection Agency  
12 Fines and Penalties  
13 Cincinnati Finance Center  
14 PO Box 979077  
15 St. Louis, MO 63197-9000

16       Wire Transfers:

17       Wire transfers must be sent directly to the Federal Reserve Bank in New York City with the  
18 following information:

19       Federal Reserve Bank of New York  
20       ABA = 021030004  
21       Account = 68010727  
22       SWIFT address = FRNYUS33  
23       33 Liberty Street  
24       New York, NY 10045  
25       Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental Protection  
Agency"

26       Overnight Mail:

27       U.S. Bank  
28       1005 Convention Plaza  
29       Mail Station SL-MO-C2GL  
30       ATTN Box 979077  
31       St. Louis, MO 63101

**In re: State of Hawaii, Department of Land and Natural Resources  
Waianapanapa State Park**

1 ACH (also known as REX or remittance express):

2 Automated Clearinghouse (ACH) for receiving US currency  
3 PNC Bank  
4 808 17th Street, NW  
5 Washington, DC 20074  
6 ABA = 051036706  
7 Transaction Code 22 – checking  
8 Environmental Protection Agency  
9 Account 31006  
10 CTX Format

11 On Line Payment:

12 This payment option can be accessed from the information below:

13 www.pay.gov  
14 Enter “SFO Form Number 1.1” in the search field  
15 Open “EPA Miscellaneous Payments – Cincinnati Finance Center” form and complete  
16 required fields  
17 If clarification regarding a particular method of payment remittance is needed, contact the EPA  
18 Cincinnati Finance Center at 513-487-2091.

19 Payment instructions are available at: <http://www2.epa.gov/financial/makepayment>.

20 Concurrently, a copy of the check or notification that the payment has been made by one of the  
21 other methods listed above, including proof of the date payment was made, shall be sent with a  
22 transmittal letter indicating Respondent’s name, the case title, and the docket number to:

23 Regional Hearing Clerk  
24 Office of Regional Counsel (ORC-1)  
25 U.S. Environmental Protection Agency, Region IX  
75 Hawthorne Street  
San Francisco, CA 94105

Chief  
Water and Pesticides Branch (ENF-3-3)  
Enforcement Division  
U.S. Environmental Protection Agency, Region IX  
75 Hawthorne Street  
San Francisco, CA 94105



1 39. Pursuant to Section 1423(c)(7) of the SDWA, 42 U.S.C. § 300h-2(c)(7), if Respondent  
2 fails to pay by the due date the administrative civil penalty assessed in this CA/FO, EPA may  
3 bring a civil action in an appropriate district court to recover the amount assessed (plus costs,  
4 attorney’s fees, and interest). In such an action, the validity, amount, and appropriateness of such  
5 penalty shall not be subject to review.

6 **C. Supplemental Environmental Project**

7 40. As a supplemental environmental project (“SEP”), Respondent shall convert the  
8 following seven small capacity cesspools (“SCCs”) at the following locations to septic systems,  
9 approved by the State of Hawaii, Department of Health (“DOH”), with adjoining leach fields:

- 10 i. Caretaker’s residence at Waianapanapa State Park;
- 11 ii. Rental cabin an Polipoli Springs State Recreation Area;
- 12 iii. Caretaker’s residence at Keaiwa Heiau State Recreation Area;
- 13 iv. Caretaker’s residence – Wailea Section at Hapuna Beach State Recreation Area;
- 14 v. Concession building at Hapuna Beach State Recreation Area;
- 15 vi. Baseyard building at Hapuna Beach State Recreation Area; and
- 16 vii. Caretaker’s residence at Kalopa State Recreation Area.

17 41. Respondent shall complete conversion of the seven SCCs identified in Paragraph 40 no  
18 later than **thirty-six (36) months** after the effective date of this CA/FO.

19 42. Respondent shall submit a final SEP completion report (“Final Report”) to EPA Region  
20 IX within thirty (30) days of the closure of the last SCC. Respondent shall have an appropriate  
21 corporate official, acceptable to EPA, certify the report. The report must include, at a minimum,  
22 evidence of SEP completion (which may include, but is not limited to, a description of the  
23 closure activities, photos, vendor invoices or receipts, etc.) and documentation of all SEP  
24 expenditures.

25 43. Within ten (10) days of receipt from DOH, Respondent shall submit to EPA copies of (1)

1 DOH approval of the conversion of the SCCs and (2) DOH approval to operate the septic  
2 systems and leach fields.

3 44. The SEP will be deemed to be “satisfactory completed” only when Respondent has  
4 converted all seven (7) SCCs to septic systems referenced in Paragraph 40 and expended the  
5 minimum amount identified in Paragraph 47, and the Final Report has been submitted to EPA.  
6 Respondent shall maintain legible copies of all documentation relevant to the SEP or reports  
7 submitted to EPA pursuant to this CA/FO and shall provide such documentation or reports to  
8 EPA not more than seven (7) days after a request for such information.

9 45. If any event occurs which causes or may cause delays reaching the deadline for  
10 conversion of the SCCs, as set forth in Paragraph 41 of this CA/FO, Respondent or its attorney  
11 shall, within forty-eight (48) hours of the delay or within 48 hours of Respondent’s knowledge of  
12 the anticipated delay, whichever is earlier, notify by telephone the EPA Region 9 LCC Project  
13 Coordinator or, in his/her absence, the Manager of the EPA Region 9 SDWA Enforcement  
14 Section. Within fifteen (15) days thereafter, Respondent shall provide in writing the reasons for  
15 the delay, the anticipated duration of the delay, the measures taken or to be taken to prevent or  
16 minimize the delay, and a timetable by which those measures will be implemented. Respondent  
17 shall exercise its best efforts to avoid or minimize any delay and any effects of a delay.

18 46. If EPA agrees that the delay or anticipated delay in compliance with this CA/FO has been  
19 or will be caused by circumstances entirely beyond the control of Respondent, the time for  
20 performance may be extended for a period of no longer than the delay resulting from the  
21 circumstances causing the delay. In such event, EPA shall grant, in writing signed by the  
22 Manager of EPA Region IX SDWA Enforcement Section, the extension of time. An extension of  
23 the time for performing an obligation granted by EPA pursuant to this paragraph shall not, of  
24 itself, extend the time for performing a subsequent obligation.

1 47. In performing this SEP, Respondent shall spend a minimum of ONE HUNDRED  
2 THIRTY-ONE THOUSAND DOLLARS (\$131,000).

3 48. With regard to the SEP, Defendant certifies the truth and accuracy of each of the  
4 following:

- 5 a. That all cost information provided to the EPA in connection with the EPA's approval of  
6 the SEP is complete and accurate and that the Respondent in good faith estimates that the  
7 cost to implement the SEP is a minimum of ONE HUNDRED THIRTY-ONE  
8 THOUSAND DOLLARS (\$131,000);
- 9 b. That Respondent will not include employee oversight of the implementation of the SEP  
10 in its project costs;
- 11 c. That, as of the date of executing this CA/FO, Respondent is not required to perform or  
12 develop the SEP by any federal, state, or local law or regulation and is not required to  
13 perform or develop the SEP by agreement, grant, or as injunctive relief awarded in any  
14 other action in any forum;
- 15 d. That the SEP is not a project that Respondent was planning or intending to construct,  
16 perform, or implement other than in settlement of the claims resolved in this CA/FO;
- 17 e. That Respondent has not received and will not have received credit for the SEP in any  
18 other enforcement action;
- 19 f. That Respondent will not receive reimbursement for any portion of the SEP from another  
20 person or entity; and
- 21 g. It is not a party to any open federal financial assistance transaction that is funding or  
22 could fund the same activity as the SEP described in Paragraph 40.

23 49. Any public statement, oral or written, in print, film, or other media, made by Respondent  
24 or a representative of Respondent making reference to the SEP must include the following  
25 language: "This project was undertaken in connection with the settlement of an enforcement

1 action taken by the U.S. Environmental Protection Agency for alleged violations of the Safe  
2 Drinking Water Act.”

3 **D. Stipulated Penalties**

4 50. If Respondent violates any requirement of this CA/FO relating to the SEP, and  
5 Respondent has not made a request for an extension of time that has been granted by EPA,  
6 Respondent must pay stipulated penalties to EPA as follows:

- 7 a. If the SEP is not satisfactorily completed within thirty-six (36) months after the  
8 effective date of this CA/FO, Respondent shall pay a stipulated penalty of \$100  
9 for each and every day that the completion of the SEP is delinquent for each SCC.
- 10 b. If Respondent fails to timely submit any reports in accordance with the timelines  
11 set forth in this CA/FO, Respondent must pay a stipulated penalty of \$100 for  
12 each day after the report was due until it submits the report in its entirety.
- 13 c. If Respondent does not expend the entire amount specified in Paragraph 47, while  
14 otherwise meeting the requirements of the SEP, then Respondent shall pay a  
15 stipulated penalty equal to the difference between the amount expended as  
16 demonstrated in the SEP Completion Report and the amount specified in  
17 Paragraph 47, plus an additional Stipulated Penalty of 10% of the remaining  
18 balance paid. Respondent shall pay the stipulated penalty using the method of  
19 payment specified in Paragraph 38, above, and will pay interest, handling charges,  
20 and nonpayment penalties on any overdue amounts.
- 21 d. Any time period covered by an extension of time granted by EPA pursuant to  
22 Paragraph 46 to complete any tasks or items required by this CAFO shall not be  
23 considered by EPA in its determination of whether to assess stipulated penalties  
24 or how much stipulated penalties to assess.

24 51. If Respondent fails to pay the assessed civil administrative penalty specified in Paragraph  
25 37 by the deadline specified in Paragraph 38, Respondent shall pay to EPA a stipulated penalty

1 of \$250 per day for each day the assessed penalty is late, in addition to the assessed penalty. In  
2 addition, failure to pay the civil administrative penalty by the deadline specified in Paragraph 38  
3 may lead to any or all of the following actions:

- 4 a. The debt being referred to a credit reporting agency, a collection agency, or to the  
5 Department of Justice for filing of a collection action in the appropriate United  
6 States District Court. 40 C.F.R. §§ 13.13, 13.14, and 13.33. In any such  
7 collection action, the validity, amount, and appropriateness of the assessed  
8 penalty and of this CAFO shall not be subject to review.
- 9 b. EPA may (i) suspend or revoke Respondent's licenses or other privileges; or (ii)  
10 suspend or disqualify Respondent from doing business with EPA or engaging in  
11 programs EPA sponsors or funds. 40 C.F.R. § 13.17.
- 12 c. In accordance with the Debt Collection Act of 1982 and 40 C.F.R. Part 13  
13 interest, penalty charges, and administrative costs will be assessed against the  
14 outstanding amount that Respondent owes to EPA for Respondent's failure to pay  
15 the civil administrative penalty by the deadline specified in Paragraph 46. Interest  
16 will be assessed at an annual rate that is equal to the rate of current value of funds  
17 to the United States Treasury (i.e., the Treasury tax and loan account rate) as  
18 prescribed and published by the Secretary of the Treasury in the Federal Register  
19 and the Treasury Fiscal Requirements Manual Bulletins. 40 C.F.R. § 13.11(a)(1).  
20 Penalty charges will be assessed monthly at a rate of 6% per annum. 40 C.F.R.  
21 § 13.11(c). Administrative costs for handling and collecting Respondent's  
22 overdue debt will be based on either actual or average cost incurred, and will  
23 include both direct and indirect costs. 40 C.F.R. § 13.11(b). In addition, if this  
24 matter is referred to another department or agency (e.g., the Department of  
25 Justice, the Internal Revenue Service), that department or agency may assess its  
own administrative costs, in addition to EPA's administrative costs, for handling  
and collecting Respondent's overdue debt.

1 52. Notwithstanding any other provision of this Section, EPA may, in its unreviewable  
2 discretion, waive any portion of stipulated penalties that have accrued pursuant to this CA/FO.

3 53. Respondent shall pay any stipulated penalties within thirty (30) days of receiving EPA's  
4 written demand for such penalties. All penalties shall begin to accrue on the first date of  
5 noncompliance, and shall continue to accrue through the date of completion. Respondent will  
6 use the method of payment specified in Paragraph 38, above, and will pay interest, handling  
7 charges, and nonpayment penalties on any overdue amounts.

8 **E. Notices**

9 54. Respondent must send any written communications, including any requests for  
10 extensions of time to meet the compliance deadline set forth in Section III.C to the following  
11 address:

12 SDWA/FIFRA Section  
13 Water and Pesticides Branch  
14 U.S. Environmental Protection Agency  
15 Region 9 - Enforcement Division  
16 75 Hawthorne Street (ENF-3-3)  
17 San Francisco, CA 94105

18 55. The person signing Respondent's submissions must make the following certification:

19 *I certify under penalty of law that this document and all attachments were prepared*  
20 *under my direction or supervision in accordance with a system designed to assure that*  
21 *qualified personnel properly gather and evaluate the information submitted. Based on my*  
22 *inquiry of the person or persons who manage the system, or those persons directly*  
23 *responsible for gathering the information, the information submitted is, to the best of my*  
24 *knowledge and belief, true, accurate, and complete. I am aware that there are significant*  
25 *penalties for submitting false information, including the possibility of fine and*  
*imprisonment for knowing violations.*

1           **IV.    EFFECTIVE DATE**

2           56. In accordance with 40 C.F.R. §§ 22.18(b)(3) and 22.31(b), this CA/FO shall be effective  
3 on the date that the final order contained in this CAFO, having been approved and issued by  
4 either the Regional Judicial Officer or Regional Administrator, is filed with the Regional Hearing  
5 Clerk.

1 FOR THE CONSENTING PARTIES:

2 RESPONDENT STATE OF HAWAII,

3 DEPARTMENT OF LAND AND NATURAL RESOURCES:

4

5

6 \_\_\_\_\_

Date: \_\_\_\_\_

7 NAME

7

8 \_\_\_\_\_

9 TITLE

9

10

11

12 FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:

13

14

15 \_\_\_\_\_

Date: \_\_\_\_\_

16 Kathleen H. Johnson  
17 Director, Enforcement Division, Region IX  
18 U.S. Environmental Protection Agency  
19 75 Hawthorne Street  
20 San Francisco, CA 94105

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1 **UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**  
2 **REGION IX**

3 75 Hawthorne Street  
4 San Francisco, California 94105

5 IN THE MATTER OF: )

DOCKET NO. UIC-09-2016-\_\_\_\_\_ )

6 State of Hawaii, Department of Land and )  
7 Natural Resources )

**CONSENT AGREEMENT**  
**AND**  
**[PROPOSED] FINAL ORDER**

8 Waianapanapa State Park, Hana, Hawaii )

9 Respondent. )

10 Proceedings under Sections 1423(c) and )  
11 1445(a) of the Safe Drinking Water Act, 42 )  
12 U.S.C. §§ 300h-2(c) and 300j-4(a). )

13 The United States Environmental Protection Agency Region IX (“EPA”), and the  
14 Respondent State of Hawaii, Department of Land and Natural Resources, (“Respondent”),  
15 having entered into the foregoing Consent Agreement, and EPA having duly publicly noticed the  
16 Stipulations and Findings and proposed Final Order regarding the matters alleged therein,

17 **IT IS HEREBY ORDERED THAT:**

18 1. The foregoing Consent Agreement and this Final Order (Docket No. UIC-09-  
2016-\_\_\_\_\_) be entered;

19 2. Respondent pay an administrative civil penalty of **\$50,000** dollars to the Treasurer  
20 of the United States of America in accordance with the terms set forth in the Consent Agreement;  
21 and

22 3. Respondent shall close all seven (7) SCCs described in Paragraph 40 of the  
23 CA/FO within thirty-six (36) months of the effective date of this CA/FO, and otherwise comply  
24 with all other requirements of the CA/FO.  
25

**In re: State of Hawaii, Department of Land and Natural Resources**  
**Waianapanapa State Park**

1 This Final Order is effective on the date that it is filed. This Final Order constitutes full  
2 adjudication of the allegations in the Consent Agreement entered into by the Parties in this  
3 proceeding.

4  
5 \_\_\_\_\_  
6 Regional Judicial Officer, Region IX  
7 U.S. Environmental Protection Agency  
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Date: \_\_\_\_\_

**ATTACHMENT A**

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**CONSENT AGREEMENT AND FINAL ORDER**  
**IN RE: STATE OF HAWAII, DEPARTMENT OF LAND AND NATURAL RESOURCES**  
**LARGE CAPACITY CESSPOOLS CLOSED**  
**AT WAIANAPANAPA STATE PARK, HANA, MAUI**

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1. The large capacity cesspool that serves Cabins 1 & 2.
2. The large capacity cesspool that serves Cabins 3 & 4.
3. The large capacity cesspool that serves Cabins 5 & 6.
4. The large capacity cesspool that serves Cabins 7 & 8.
5. The large capacity cesspool that serves Cabins 9 & 11.
6. The large capacity cesspool that serves Cabins 10 & 12.