
Subject: Submission from Email Us 12/09/2021

From: webmaster@hawaii.gov <webmaster@hawaii.gov>

Sent: Thursday, December 9, 2021 5:54 PM

To: DOH webmaster <DOH.webmaster@doh.hawaii.gov>

Subject: Submission from Email Us 12/09/2021

Name

[REDACTED]

Email

[REDACTED]

Phone

[REDACTED]

Reason for contacting the health department:

Other

How to contact me back:

- Phone call

Your Message

I have a complaint about 59-712 A kamehameha hwy. The septic is not working it has not been working for 4 years the pumps do not work therefore every week it is pumped to the leach field. since September no one has been pumping it into the leach field so now the grease trap has been overflowing so bad. the new management was told about this and nothing has been done about it also the owner was repeatedly told about the pumps not working for the past 4 years and every time he was told he acted like he was surprised. employees need to walk across the grease trap to their storage unit and a few employees fell from the grease that has been seeping out of the trap.

WWB COMPLAINT INVESTIGATION REPORT

Complaint I.D. No. 5002

INVESTIGATOR C. Ibaan, C. Hakoda DATE 12/13/21 TIME 10:20 am

LOCATION 59-712 A Kam Highway, TMK: 1-5-9-011-068

WEATHER: Sunny Partly Cloudy Overcast Drizzle Raining
 Windy (>15 mph) Mild Wind (<15 mph) No Wind (0 mph)

ODORS: Foul/Obnoxious None

Intensity: Slight Strong

Duration: Intermittent Continuous

WASTEWATER SPILL: Not applicable

Source: C/P Seepage Pit Leach Field Cleanout
 Piggery (See Form A) Wastewater Pond
 Other grease trap

Spill to State Waters: Yes No
 Storm Drain Stream Ocean Ditch
 Other _____

Spill to Ground: Sidewalk Gutter Roadway
 Soil Grass Neighboring Property
 Other _____

Standing Liquid: Yes No
 Near Cesspool Near cleanout Other near grease trap

Flowing Liquid: Yes No

Liquid Seeping From: Soil Leach Field C/P Cover
 Gravel Retaining Wall Rock Wall Hollow Tile Wall
 Asphalt Grassed Area Driveway

Trail of Liquid Present: Damp Dry

Visible Remnants: Toilet Paper Fecal Matter Grease
 Other (Describe) _____

FINDINGS & CONCLUSION (include photos and sketch as needed):

Property representative: Michael Newberry, Property Manager

ph. (949) 842-9704, [REDACTED]

Liam McNamara, Owner of N. Shore Shrimp Truck

Ph. (808) 638-1328, [REDACTED]

The grease interceptor and two (2) aerobic treatment unit's (ATU's) servicing the cafe/retail building were inspected. At time of inspection, there was active overflow from one of the covers of the grease interceptor (pics 1 and 2). In one of the ATUs, the electrical components in its compartment were missing (pic 7) and the aeration system appeared to be inoperable due to lack of power. In addition, the contents of the same ATU did not appear to be disposed properly into the leach field as designed. There was a green hose (pic 4) that extended from the ATU contents to one of the leach field's port (pics 5 and 6). There was a lot of surface scum on the surface of the ATU contents. Covers of the ATU's were not secured and thus, can be easily accessed by the public.

The ATU servicing the real estate office (pic 8) was also checked. There appeared to be no spills and no adverse odors from the ATU.

Department of Health files indicate the maintenance contracts for the ATU (unit 1) servicing the real estate office and ATUs (units 2 and 3) servicing the cafe/retail structure (as identified on the contract) expired on January 14, 2018 and has not been renewed. The service provided by Dennis Poma was a two-year contract.

Field citation will be issued for the wastewater spill. The requirement for an active service contract per Section 11-62-33.1(b)(3), HAR, will also be included in the field citation.



Pic 1 – Grease traps; grease trap overflow from first cover at right



Pic 2 – close-up of active flow from grease trap



Pic 3 – Two ATUs



Pic 4 – green house from left ATU of pic 3



Pic 5 – green hose extending to and placed in leach field inspection port (enlarge pic to see hose to port)



Pic 6 – green hose placed in leach field port



Pic 7 – inside ATU (left one in pic 3); green hose into ATU chamber; missing electrical components at left



Pic 8 – ATU under wood planks; services the real estate office

I took the photographs shown in this report on December 13, 2021. Photos shown in this report were taken with a Canon Power Shot SD400 digital ELPH 5.0 mega pixels digital camera by me. Photos are true, accurate, and reflect what I observed there at the time.

A handwritten signature in blue ink, appearing to read "C. Shan". The signature is written in a cursive style with a large initial "C".

STATE OF HAWAII
DEPARTMENT OF HEALTH
WASTEWATER BRANCH

TO:	Hana Pohaku LLC)	DOCKET NO. 21-WW-5002-FC-01
	Andrew Yann)	
)	
ADDRESS:	526 Ahina Street)	FIELD CITATION
	Honolulu, Hawaii 96816)	
)	WASTEWATER SPILL
)	

FIELD CITATION

- A. The Department of Health (Department), State of Hawaii, finds that for the property at 59-712 Kamehameha Highway, Haleiwa, Hawaii, and identified as TMK: 1-5-9-011:068, on December 13, 2021:
1. You are a person or owner who has caused or allowed any wastewater system there to create or contribute to a wastewater spill, overflow, or discharge (spill) onto the ground, in violation of §11-62-06(f)(6), Hawaii Administrative Rules (HAR);
 2. You are the registered owner of the property;
 3. One (1) aerobic treatment unit (ATU) services a real estate office. Two (2) ATUs with an inline grease interceptor services the cafe/retail building. The wastewater from the three (3) ATUs is disposed in a leach field;
 4. At time of investigation, there was active spilling from one (1) access cover of the grease interceptor, and strong and continuous adverse odors;
 5. The ATUs servicing the cafe/retail building appear to be inoperable. The ATUs were in disrepair and not secured to prevent public access. In one (1) ATU, the electrical components in its compartment were missing and the aeration system did not appear to be working. Also, the wastewater from the same ATU did not appear to be disposed properly in the leach field as designed; a green hose extended from the contents of the ATU to one of the opened ports of the leach field; and
 6. An active service contract is required in accordance with §11-62-33.1(b)(3), HAR. The active service contracts for the proper maintenance of ATU no. 1, and ATU nos. 2 and 3, and the leach field expired on January 14, 2018. To date, the contracts have not been renewed.

B. You are assessed the following penalties for the violation(s):

1. Two hundred dollars (\$200.00) for the first violation of §11-62-06(f)(6), HAR.

C. You may accept this citation by:

1. Signing and dating this field citation on the lines below;
2. Paying the full amount assessed by this field citation. Payment shall be by cashier's check or money order made payable to the State of Hawaii;
3. Mailing or delivering the signed field citation and full payment to the Wastewater Branch, 2827 Waimano Home Road, Room 207, Pearl City, Hawaii 96782; and
4. The Department must receive this signed field citation and full payment within twenty (20) days after you receive this field citation.

D. By signing this field citation, you agree to:

1. Give up your right to contest the violation or the field citation in a contested case hearing under Hawaii Revised Statutes (HRS) chapter 91 or 342D, or in court;
2. Pay the **\$200.00** penalty assessed;
3. Immediately pump out the grease interceptor. After pumping out the grease interceptor, continue to monitor and as necessary, pump out the contents to prevent future wastewater spills. The area of the spill shall be cleaned and disinfected;
4. Renew the service contracts for the three (3) ATUs and provide copies to the Department by **January 7, 2022**. If the contracts are not submitted by this date, the Department will initiate further enforcement action;
5. The maintenance and repair work shall be completed by **January 31, 2022**. In addition, the ATUs shall be secured to prevent public access. After completion of the service, please notify the Department to schedule a follow-up inspection with the service provider; and
6. Within twenty (20) days upon receipt of this field citation, submit to the Department a letter indicating a schedule to comply with item nos. 3, 4 and 5. The Department will initiate further enforcement action if a written response to correct the violation is not submitted within twenty (20) days.

- E. This field citation offers to settle a case for a specific violation at a specific place on a specific day. If you do not accept this field citation in compliance with part C, then:
1. This field citation will be withdrawn;
 2. The Director of Health may seek any remedies available under chapter 11-62, HAR, and chapters 321, 322, 342D, HRS or any other law, including civil or administrative penalties of up to \$25,000.00, for the violation cited above; and
 3. You will have a right to contest the violation and the remedies. The director always retains his authority to seek any available remedies, for all violations not cited above. This field citation is issued under chapter 11-62, HAR, and chapters 321, 322, and 342D, HRS.
- F. The fact that your tenants may also have duties and the fact that you may have private contractual rights against the tenants does not relieve you from your obligation to meet regulatory requirements. You have the responsibility to maintain a working wastewater system as required by chapter 11-62, HAR.
- G. Should you have questions, please contact Mr. Carl Ibaan at (808) 586-4294.



 SINA PRUDER, P.E., CHIEF
 Wastewater Branch

Date: Dec 21, 2021

ACCEPTED: _____
 Signature

Date: _____

Print Name: _____

**CERTIFIED MAIL NO. 7021 0350 0001 7984 0883
 RETURN RECEIPT REQUESTED**

Cl:ju

c: Mr. Dale Sakata, DAG (via email)

Andrew Yani
Manager, Hapapohaku LLC
526 Ahina St. Honolulu, HI 96816

RECEIVED

JAN - 3 2022

WASTEWATER BRANCH

Jan. 4, 2022

Sina Pruder
Cc: Mr. Dale Sakata
State of Hawaii Department of Health
Wastewater Branch

Docket NO. 21-WW-5002-FC-01
Response to Field Citation for 59-712 Kamehameha Highway, Haleiwa, Hawaii TMK:
1-5-9-011:068 on December 13, 2021

Aloha,

Enclosed is the documentation to close out the field citation issued on December 13th. This packet is being delivered by hand on January 4th, 2022. In order to close out this citation Hanapohaku has:

- Pumped out the grease interceptor, monitored the area, and disinfected the area. Worked performed by Gecko Enterprises, Inc. Invoice attached.
- Renewed service contract and paid in full for monthly monitoring for all of 2022 by Gecko Enterprises, Inc. Invoice attached.
- Area has been secured to prevent public access.
- Payment of \$200 penalty in the form of a cashier's check

Our ATU system is working properly and we are happy to provide access for any further inspections.

Regards,



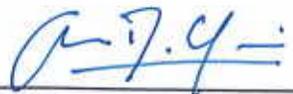
Andrew Yani

- E. This field citation offers to settle a case for a specific violation at a specific place on a specific day. If you do not accept this field citation in compliance with part C, then:
1. This field citation will be withdrawn;
 2. The Director of Health may seek any remedies available under chapter 11-62, HAR, and chapters 321, 322, 342D, HRS or any other law, including civil or administrative penalties of up to \$25,000.00, for the violation cited above; and
 3. You will have a right to contest the violation and the remedies. The director always retains his authority to seek any available remedies, for all violations not cited above. This field citation is issued under chapter 11-62, HAR, and chapters 321, 322, and 342D, HRS.
- F. The fact that your tenants may also have duties and the fact that you may have private contractual rights against the tenants does not relieve you from your obligation to meet regulatory requirements. You have the responsibility to maintain a working wastewater system as required by chapter 11-62, HAR.
- G. Should you have questions, please contact Mr. Carl Ibaan at (808) 586-4294.



SINA PRUDER, P.E., CHIEF
Wastewater Branch

Date: Dec 21, 2021

ACCEPTED: 

Signature

Date: January 4th, 2022

Print Name: Andrew Yani

**CERTIFIED MAIL NO. 7021 0350 0001 7984 0883
RETURN RECEIPT REQUESTED**

Cl:ju

c: Mr. Dale Sakata, DAG (via email)

GECKO ENTERPRISES, INC.

PO BOX 903
WAIALUA, HI 96791



Invoice

Date	Invoice No.
12/22/21	199848

BILL TO

andrewyani@gmail.com

JOB SITE

59-712 KAMEHAMEHA HWY
HALEIWA, HI 96712

P.O. Number	Due Date
	12/22/21

Description	Quantity	Rate	Amount
PLUMBING WORK. TROUBLESHOOT SYSTEM, NOTED PARTS NEEDED TO LIAM & HE ORDERED. I WILL RETURN FOR EMERGENCY REPAIR. 12/16/2021		150.00	150.00
PLUMBING WORK. RETURNED W/ PARTS PROVIDED BY DENNIS POMA. INSTALLED COMPRESSOR, INSTALLED DISCHARGE PUMP WITH UPGRADED PUMP FILTER HOUSING. TESTED SYSTEM, IT IS DEWATERING PROPERLY, BUT NOT ON TIMER. 4 HRS. 12/22/2021	4	150.00	600.00
MATERIALS		100.00	100.00
SUBTOTAL			850.00
GENERAL EXCISE TAX		4.712%	40.05
Total			\$890.05
IT'S A PLEASURE TO BE OF SERVICE TO YOU, MAHALO! PAID W/ CREDIT CARD			Payments/Credits \$-890.05
Balance Due			\$0.00

Samuel Morton, R.M.E. Contractor LIC #C-23031
Phone: (808) 637-3240 Fax: (808) 637-9773 Email: contact@geckoentinc.com

GECKO ENTERPRISES, INC.

PO BOX 903
WAIALUA, HI 96791



Invoice

Date	Invoice No.
01/04/22	199852

BILL TO

andrewyani@gmail.com

JOB SITE

HanaPohaku
59-712 KAMEHAMEHA HWY
HALEIWA, HI 96712

P.O. Number	Due Date
	01/04/22

Description	Quantity	Rate	Amount
AEROBIC TREATMENT UNIT MAINTENANCE CONTRACT. MONTHLY VISIT TO CHECK SYSTEM & RECORD KEEPING LOG.\$2,750.00 PLUS TAX, TO BE PAID ANNUALLY & AUTOMATICALLY RENEWED. ADDITIONAL WORK WILL BE CHARGED \$150.00 TO \$300.00 PER HOUR PLUS TRAVEL TIME.		2,750.00	2,750.00
SUBTOTAL			2,750.00
GENERAL EXCISE TAX		4.712%	129.58

PAID
1/4/2022

For questions or clarification please call R.M.E. Samuel Morton (808) 620-8852.

Total	\$2,879.58
Payments/Credits	\$-2,879.58
Balance Due	\$0.00

Samuel Morton, R.M.E. Contractor LIC #C-23031
Phone: (808) 637-3240 Fax: (808) 637-9773 Email: contact@geckoentinc.com

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM



88-102/ 1213

12405664

CASHIER'S CHECK

ISSUED BY Private Banking

January 04, 2022

PAY TO THE ORDER OF STATE OF HAWAII*****

\$200.00

200.00

Docket No. 21-WW-5002-PC-01****

Subject to terms and conditions contained in the Agreement on reverse side.

Dean Shigemura

AUTHORIZED SIGNATURE

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK.

HOLD AT AN ANGLE TO SEE THE MARK WHEN CHECKING THE ENDORSEMENTS.

Gecko Enterprises, Inc.

P.O. Box 903 Waialua, HI 96791
Tel: (808) 637-3240 Fax: (808) 356-0920
Email: contact@geckoentinc.com
Web site: <http://www.geckoseptic.com>

January 3, 2022

Andrew Yani
59-712 Kamehameha Hwy.
Haleiwa, HI 96712
Phone: (808)888-9954
Email: andrewyani@gmail.com

RECEIVED

JAN - 4 2022

Jobsite:

HanaPohaku LLC
Aerobic Treatment Plant Unit
59-712 Kamehameha Hwy.
Haleiwa, HI 96712

WASTEWATER BRANCH

AEROBIC TREATMENT UNIT OPERATIONS AND MAINTENANCE CONTRACT

Whereas, owner, owner's representative or managing agent in charge of the aerobic treatment unit located at 59-712 Kamehameha Hwy. Haleiwa, HI 96712, and whereas receiver is desirous of using the service of Gecko Enterprises, Inc. to operate and maintain said aerobic treatment unit, and whereas Gecko Enterprises Inc. is willing to render such operational and maintenance services to receiver. If you find the terms of this agreement acceptable, **please sign and return one copy of this service agreement, with payment.**

Owner or authorized representative for the aerobic treatment unit at 59-712 Kamehameha Hwy. Haleiwa, HI 96712 and Gecko Enterprises Inc. mutually agree as follows:

1. TERM OF CONTRACT

This contract shall be for a period of twelve (12) months, commencing the day the agreement is signed, terminating twelve (12) months from signing date. **There after contract amount is due for continuing services year to year. If yearly invoice is not paid contract will be revoked and we will notify D.O.H. that we are no longer the operator for ATU.** Either party giving (60) sixty days written notice to the other may terminate this contract.

2. FEES

The inspection fees to be paid to Gecko Enterprises, Inc. shall be \$2,750.00 annually inclusive of Hawaii General Excise Tax, for a total annual amount of \$2,879.58.

During the initial inspection of the aerobic treatment unit wastewater pumping services will be necessary. At subsequent inspections wastewater-pumping services will be performed if they are deemed necessary. The fees to be paid to Gecko Enterprises, Inc. shall start at \$300.00 - \$350.00 per load pumped plus Hawaii General Excise Tax. The fee for wastewater pumping services may exceed \$300.00 per load pumped dependent upon the degree of difficulty on the job. Fees for wastewater pumping services are to be paid when services are rendered.

The above fees shall not include additional work operator may find is necessary work, which will be charged at a rate of \$150.00 to \$300.00 per hour, plus travel fee. These fees are due payable when services are rendered. Receiver also agrees to pay Gecko Enterprises Inc. the costs of any parts, suppliers, equipment, outside services, and chemicals needed to properly maintain the aerobic treatment unit.

3. SCOPE OF WORK

- a) Inspection of all the aerobic treatment unit (ATU) equipment to ensure its proper operation monthly. This may include pulling and cleaning the diffusers; maintaining the compressor by servicing the filter and cleaning the unit; and may include basic wastewater tests such as settleability, pH and chlorine (if applicable).
- b) Gecko Enterprises, Inc. shall provide regular maintenance of equipment as recommended or required by the licensed operator at the fore mentioned labor rates, at the owner's discretion.
- c) Ensure that the ATU is providing adequate mixing and aeration of the microbes.
- d) Visually Approximate the depth or volume of sludge in the aerobic treatment unit (ATU) monthly and provide sludge pumping services as necessary. When sludge pumping is necessary, we will record the depth of the sludge or percentage of sludge volume in the aerobic treatment unit prior to pumping.
- e) Maintain a log of all service provided.

4. STANDARD OF SERVICE

Gecko Enterprises Inc. warrants that its staff will render services under this agreement in a professional manner, using a degree of care and skill ordinarily exercised in similar field. Upon written notice by owner, Gecko Enterprises Inc. will correct any failure to meet the above standard of service by reperformance at Gecko Enterprises Inc. expense of specific services falling below such standard. If reperformance is impossible or impractical, Gecko Enterprises Inc. will return to owner any monies paid for such specific services. The remedies provided in this section shall be the exclusive remedies available to owner for breach of warranty. No other warranty either expressed or implied is made or intended for the service provided under this agreement. Upon assuming responsibility for this aerobic treatment unit, Gecko Enterprises Inc. will continue on-site inspections monthly. The State of Hawaii, Department of Health's minimum requirement is bi-annual inspection of Aerobic Treatment Unit. Due to this being a commercial entity, Gecko requires monthly inspection & maintenance services.

5. AREAS OF NON-RESPONSIBILITY

Owner understands that aerobic treatment units require periodic maintenance and inspection and defects which may exist in the underground portions of the aerobic treatment unit may break down due to ordinary wear and tear and the natural lifetime expectancy of such parts or portions. Gecko Enterprises Inc. shall not be responsible for any citations or fines issued by any governmental agency for things that occurred prior to Gecko Enterprises, Inc. taking over the aerobic treatment unit or if the owner of the aerobic treatment unit does not follow the reasonable recommendations of Gecko Enterprises Inc.

Accessibility; Gecko Enterprises, Inc. will make scheduled a site visit monthly. If owner/ tenant does not allow access to ATU, additional attempts will be made at additional per hour costs.

6. IDEMNITY

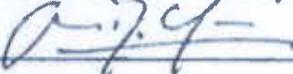
The parties agree to hold each other and their respective agents and assigns harmless and free from all future costs, charges, trouble and damage, or litigation, relating to or arising out of this Contract, excepting only such damages as may hereafter arise from the negligence of the indemnified party.

By: 
Sam R. Morton, RME
State of Hawaii Certified Grade 2 Operator #1727

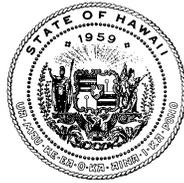
Date of Offer: Jan. 3, 2022

7. ACCEPTANCE

By signature below and payment received, Andrew Yani for HanaPohaku LLC, hereby accepts the foregoing offer of Gecko Enterprises Inc. and is bound in contract from date of acceptance.

By: 
Date of Acceptance: 1/4/22

DAVID Y. IGE
GOVERNOR OF HAWAII



ELIZABETH A. CHAR, M.D.
DIRECTOR OF HEALTH

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

In reply, please refer to:
File:

5002PaymentReceipt

January 6, 2022

CERTIFIED MAIL NO. 7021 0350 0001 7984 1118
RETURN RECEIPT REQUESTED

Hana Pohaku LLC
Andrew Gianni
526 Ahina Street
Honolulu, Hawaii 96816

Dear Mr. Gianni:

Subject: Penalty Fee Payment
Field Citation, Docket No. 21-WW-5002-FC-01
59-712 Kamehameha Highway, Haleiwa, Hawaii

The Department of Health (Department) received the penalty fee payment of \$200.00 (cashier's check no. 12405664), your signed field citation, and aerobic treatment unit (ATU) service contract on January 4, 2022. The penalty payment was submitted in accordance with paragraphs B and D.2 of the subject field citation.

The Department reviewed the ATU service contract provided by *Gecko Enterprises, Inc.* and determined the contract to be unacceptable. The contract should include all three (3) ATUs to be maintained on the subject property. Therefore, the Department is returning your contract, see attached. Please re-submit a revised contract to include ATU nos. 1, 2 and 3.

Within fourteen (14) days upon receipt of this letter, please submit a revised service contract that includes the three (3) ATUs. The contract may be emailed to doh.wwb@doh.hawaii.gov or mailed to: The State of Hawaii, Wastewater Branch, 2827 Waimano Home Road, Room 207, Pearl City, Hawaii 96782. Failure to submit the contract within fourteen (14) days may lead to further enforcement action.

If you have any questions, please call Mr. Carl Ibaan of my staff at (808) 586-4294.

Sincerely,

SINA PRUDER, P.E., CHIEF
Wastewater Branch

Cl:ju

Attachment

c: Samuel Morton, Gecko Enterprises (via email)

Gecko Enterprises, Inc.

P.O. Box 903 Waialua, HI 96791
Tel: (808) 637-3240 Fax: (808) 356-0920
Email: contact@geckoentinc.com
Web site: <http://www.geckoseptic.com>

January 7, 2022

Andrew Yani
59-712 Kamehameha Hwy.
Haleiwa, HI 96712
Phone: (808)888-9954
Email: andrewyani@gmail.com

Jobsite:
HanaPohaku LLC
Aerobic Treatment Plant Units
59-712 Kamehameha Hwy.
Haleiwa, HI 96712

AMENDED **AEROBIC TREATMENT UNIT** **OPERATIONS AND MAINTENANCE CONTRACT**

Whereas, owner, owner's representative or managing agent in charge of the three aerobic treatment units located at 59-712 Kamehameha Hwy. Haleiwa, HI 96712, and whereas receiver is desirous of using the service of Gecko Enterprises, Inc. to operate and maintain said aerobic treatment units, and whereas Gecko Enterprises Inc. is willing to render such operational and maintenance services to receiver. If you find the terms of this agreement acceptable, **please sign and return one copy of this service agreement, with payment.**

Owner or authorized representative for the three aerobic treatment units at 59-712 Kamehameha Hwy. Haleiwa, HI 96712 and Gecko Enterprises Inc. mutually agree as follows:

1. TERM OF CONTRACT

This contract shall be for a period of twelve (12) months, commencing the day the agreement is signed, terminating twelve (12) months from signing date. **There after contract amount is due for continuing services year to year. If yearly invoice is not paid contract will be revoked and we will notify D.O.H. that we are no longer the operator for ATUs.** Either party giving (60) sixty days written notice to the other may terminate this contract.

2. FEES

The inspection fees to be paid to Gecko Enterprises, Inc. shall be \$5,500.00 annually inclusive of Hawaii General Excise Tax, for a total annual amount of \$5,759.16.

During the initial inspection of the aerobic treatment unit wastewater pumping services will be necessary. At subsequent inspections wastewater-pumping services will be performed if they are deemed necessary. The fees to be paid to Gecko Enterprises, Inc. shall start at \$300.00 - \$350.00 per load pumped plus Hawaii General Excise Tax. The fee for wastewater pumping services may exceed \$300.00 per load pumped dependent upon the degree of difficulty on the job. Fees for wastewater pumping services are to be paid when services are rendered.

The above fees shall not include additional work operator may find is necessary work, which will be charged at a rate of \$150.00 to \$300.00 per hour, plus travel fee. These fees are due payable when services are rendered. Receiver also agrees to pay Gecko Enterprises Inc. the costs of any parts, suppliers, equipment, outside services, and chemicals needed to properly maintain the aerobic treatment unit.

3. SCOPE OF WORK

- a) Inspection of all the aerobic treatment units (ATU) equipment to ensure its proper operation monthly. This may include pulling and cleaning the diffusers; maintaining the compressor by servicing the filter and cleaning the unit; and may include basic wastewater tests such as settleability, pH and chlorine (if applicable).
- b) Gecko Enterprises, Inc. shall provide regular maintenance of equipment as recommended or required by the licensed operator at the fore mentioned labor rates, at the owner's discretion.
- c) Ensure that the ATUs are providing adequate mixing and aeration of the microbes.
- d) Visually Approximate the depth or volume of sludge in the aerobic treatment units (ATU) monthly and provide sludge pumping services as necessary. When sludge pumping is necessary, we will record the depth of the sludge or percentage of sludge volume in the aerobic treatment unit prior to pumping.
- e) Maintain a log of all service provided.

4. STANDARD OF SERVICE

Gecko Enterprises Inc. warrants that its staff will render services under this agreement in a professional manner, using a degree of care and skill ordinarily exercised in similar field. Upon written notice by owner, Gecko Enterprises Inc. will correct any failure to meet the above standard of service by reperformance at Gecko Enterprises Inc. expense of specific services falling below such standard. If reperformance is impossible or impractical, Gecko Enterprises Inc. will return to owner any monies paid for such specific services. The remedies provided in this section shall be the exclusive remedies available to owner for breach of warranty. No other warranty either expressed or implied is made or intended for the service provided under this agreement. Upon assuming responsibility for this aerobic treatment unit, Gecko Enterprises Inc. will continue on-site inspections monthly. Due to this being a commercial entity, Gecko requires monthly inspection & maintenance services.

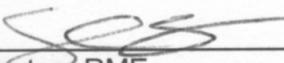
5. AREAS OF NON-RESPONSIBILITY

Owner understands that aerobic treatment units require periodic maintenance and inspection and defects which may exist in the underground portions of the aerobic treatment unit may break down due to ordinary wear and tear and the natural lifetime expectancy of such parts or portions. Gecko Enterprises Inc. shall not be responsible for any citations or fines issued by any governmental agency for things that occurred prior to Gecko Enterprises, Inc. taking over the aerobic treatment unit or if the owner of the aerobic treatment unit does not follow the reasonable recommendations of Gecko Enterprises Inc.

Accessibility; Gecko Enterprises, Inc. will make scheduled a site visit monthly. If owner/ tenant does not allow access to ATU, additional attempts will be made at additional per hour costs.

6. IDEMNITY

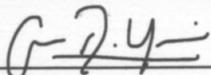
The parties agree to hold each other and their respective agents and assigns harmless and free from all future costs, charges, trouble and damage, or litigation, relating to or arising out of this Contract, excepting only such damages as may hereafter arise from the negligence of the indemnified party.

By: 
Sam R. Morton, RME
State of Hawaii Certified Grade 2 Operator #1727

Date of Amended Offer: Jan. 7, 2022

7. ACCEPTANCE

By signature below and payment received, Andrew Yani for HanaPohaku LLC, hereby accepts the foregoing offer of Gecko Enterprises Inc. and is bound in contract from date of acceptance.

By: 

Date of Acceptance: _____

WWB COMPLAINT INVESTIGATION REPORT

Complaint I.D. No. 5002

INVESTIGATOR C. Ibaan DATE 2/4/22 TIME 10:15 am

LOCATION 59-712 A Kam Highway, TMK: 1-5-9-011-068

WEATHER: Sunny Partly Cloudy Overcast Drizzle Raining
 Windy (>15 mph) Mild Wind (<15 mph) No Wind (0 mph)

ODORS: Foul/Obnoxious None

Intensity: Slight Strong

Duration: Intermittent Continuous

WASTEWATER SPILL: Not applicable

Source: C/P Seepage Pit Leach Field Cleanout
 Piggery (See Form A) Wastewater Pond
 Other _____

Spill to State Waters: Yes No
 Storm Drain Stream Ocean Ditch
 Other _____

Spill to Ground: Sidewalk Gutter Roadway
 Soil Grass Neighboring Property
 Other _____

Standing Liquid: Yes No
 Near Cesspool Near cleanout Other _____

Flowing Liquid: Yes No

Liquid Seeping From: Soil Leach Field C/P Cover
 Gravel Retaining Wall Rock Wall Hollow Tile Wall
 Asphalt Grassed Area Driveway

Trail of Liquid Present: Damp Dry

Visible Remnants: Toilet Paper Fecal Matter Grease
 Other (Describe) _____

Ground Unaffected by the Spill: Dry Damp

Ground Near IWS: Greener Grass Greener Weeds Dry Soil
 Moist Soil Damp Concrete Damp Asphalt
 Other _____

Algae Growth: On Sidewalk On Gutter On Wall
 On Road On Concrete On Ground
 Other _____

CESSPOOL CONDITION:

Cover Collapsed/broken Sunken Hole/gap at Cover's Edge
 Access Cover Missing Unknown (Explain) _____
 Other _____

SEPTIC TANK CONDITION:

Riser Broken Collapsed Unknown (Explain) _____

LEACH FIELD CONDITION:

Sunken Ground Damp/Wet Ground Ruts/Cracks (channel, tire tracks)
 Distribution Box Damaged

CLEANOUT:

Cap Missing Cap Broken

SETBACK VIOLATION: Not Applicable

From Property Line (Cesspool < 9'; Seepage Pit < 9';
Leach Field < 5'; Treatment Unit < 5')

From Wall Line of Structure (C/P, S/P, L/F, T/U, < 5')

From Stream, Ocean @ vegetation line, pond, lake, < 50'

FINDINGS & CONCLUSION (include photos and sketch as needed):

ATU Operator: Sam Morton, Gecko Enterprises Inc.

Follow-up inspection was conducted to verify corrective actions were completed as required by the field citation Docket No. 21-WW-5002-FC-01. The grease trap was pumped, and the area around the grease trap was cleaned up and disinfected (pic 1). The January 7, 2022 aerobic treatment unit (ATU) service contract provided by *Gecko Enterprises, Inc.* (Gecko) to maintain and operate three (3) ATUs, was submitted to the Department of Health (Department). Sam Morton repaired the ATUs and were all in proper working order during the inspection. The ATU covers were also secured to prevent public access.

The operation and repair work of the ATUs are as follows:

1. Compressors are operating 24/7 to provide aeration to the ATUs. Aeration noted to be adequate.
2. New parts installed - electrical components and compressor were relocated outside the ATU because these items would be submerged when the power is offline and wastewater level rises. Submersible pumps also were replaced. Electrical wiring and installation of circuit breaker were completed by an electrician.
3. Control panel with visible/audio alarms triggered by high-level floats were installed for each ATU. Gecko will be notified for emergencies (phone number on control panel). Alarm sound check conducted during inspection.
4. Under the ATU service contract, monthly inspections/service are conducted instead of semiannual. ATU operator wanted to ensure the ATUs operate effectively since the ATUs are handling wastewater from commercial operations and not a household.
5. *Biocare of Hawaii* is contracted to pump the grease trap on a quarterly basis.

All corrective actions were completed and verified by follow-up inspection. Case closure is recommended.



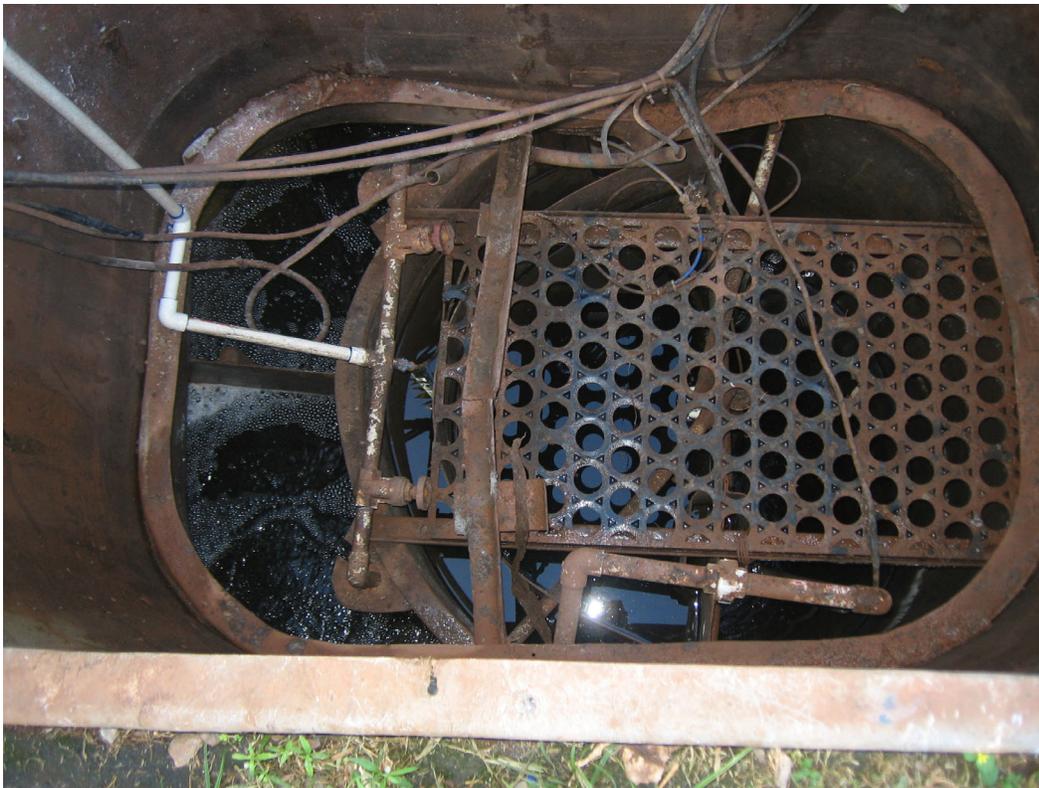
Pic 1 – grease trap



Pic 2 – inside grease trap



Pic 3 – two ATUs servicing café/retail building. Control panels and compressors between ATUs



Pic 4 – inside ATU of bottom ATU in pic 3



Pic 5 – inside ATU of top ATU in pic 3



Pic 6 – control panel for ATUs and compressors in pic 3



Pic 7 – ATU servicing real estate office



Pic 8 – inside ATU of ATU in pic 7

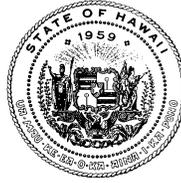


Pic 9 - control panel of ATU in pic 7

I took the photographs shown in this report on February 4, 2022. Photos shown in this report were taken with a Canon Power Shot SD400 digital ELPH 5.0 mega pixels digital camera by me. Photos are true, accurate, and reflect what I observed there at the time.

C. Sloan

DAVID Y. IGE
GOVERNOR OF HAWAII



ELIZABETH A. CHAR, M.D.
DIRECTOR OF HEALTH

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

In reply, please refer to:
File:

5002 Closure ltr

February 8, 2022

Hana Pohaku LLC
Andrew Yanni
526 Ahina Street
Honolulu, Hawaii 96816

Dear Mr. Yanni:

Subject: Complaint Closeout
Field Citation Docket No.: 21-WW-5002-FC-01
59-712 A Kamehameha Highway, Haleiwa, Hawaii
TMK: (1) 5-9-011:068

The Department of Health (Department) acknowledges receipt of your aerobic treatment unit (ATU) service contract dated January 7, 2022. The contract is provided by *Gecko Enterprises, Inc.* (Gecko), with a twelve (12) month agreement starting January 7, 2022 with continuing services year-to-year upon payment by invoice. Please ensure the active service contract is renewed for continued maintenance of your ATUs in accordance with Section 11-62-33.1(b)(3), Hawaii Administrative Rules.

On February 4, 2022, Department staff conducted a follow-up inspection to verify that corrective actions have been completed. Service technician from Gecko was present during the inspection. The grease traps were pumped and the area of the spill was cleaned-up. *Biocare of Hawaii* is contracted to service the grease traps on a quarterly basis. The three (3) ATUs were noted to be in proper working order which included aeration and disposal of treated wastewater in the leach field. In addition, the access covers to the ATUs are secured to prevent public access. All outstanding violations in the subject field citation have been corrected; therefore, the complaint case for the subject property is now considered closed. Thank you for your cooperation.

Please note that future violations are subject to field citations with monetary penalties, or formal enforcement action having penalties up to \$25,000.00 per violation.

If you have any questions, please call Mr. Carl Ibaan of my staff at (808) 586-4294.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sina Pruder".

SINA PRUDER, P.E., CHIEF
Wastewater Branch

Cl:ju

c: Mr. Sam Morton, Gecko Enterprises, Inc. (via e-mail)