

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION**

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UNITED STATES OF AMERICA, STATE  
OF ALABAMA, and  
SOUTH CAROLINA DEPARTMENT OF  
HEALTH AND ENVIRONMENTAL  
CONTROL

Plaintiffs,

v.

D.R. HORTON, INC. and D.R. HORTON,  
INC. – BIRMINGHAM,

Defendants.

**CONSENT DECREE**

Civil Action No:

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Plaintiff United States of America, on behalf of the United States Environmental Protection Agency (“EPA”), has filed a Complaint in this action concurrently with this Consent Decree alleging the failure of Defendants D.R. Horton, Inc. and D.R. Horton, Inc. – Birmingham (collectively, “Defendants”) to (1) comply with the conditions of permits issued pursuant to Section 402(p) of the Clean Water Act (“CWA” or “the Act”), 33 U.S.C. § 1342(p), and (2) the unauthorized discharge of pollutants in stormwater from construction activity at residential construction sites in violation of those permits and of Section 301(a) of the Act, 33 U.S.C. § 1311(a).

Plaintiff State of Alabama, by the authority of the Alabama Attorney General’s Office, at the request of the Alabama Department of Environmental Management (“ADEM”) has joined in the filing of the Complaint and has alleged that D.R. Horton, Inc. – Birmingham violated the Alabama Water Pollution Control Act.

Plaintiff South Carolina Department of Health and Environmental Control has joined in the filing of the Complaint and the allegations that D.R. Horton, Inc. failed to comply with the conditions of a permit issued pursuant to the Pollution Control Act, S.C. Code Ann. § 48-1-10 et. seq., and Water Pollution Control Permits, S.C. Code Ann Regs. 61-9.122.41.

Defendants do not admit any liability to Plaintiffs arising out of the transactions or occurrences alleged in the Complaint.

The Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and will avoid litigation between the Parties and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law except as provided in Section I, and with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

**I. DEFINITIONS**

1. For purposes of this Consent Decree, terms used in this Consent Decree that are defined in the Clean Water Act or in the regulations promulgated pursuant to the Act shall have the meanings assigned to them in the Act or such regulations, unless otherwise defined in this Consent Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

a. Action Item – a condition that requires action to be taken to achieve or maintain compliance with Stormwater Requirements.

b. Applicable Permit – the Authorized State’s National Pollutant Discharge Elimination System (“NPDES”) general permit for stormwater discharges from construction activities applicable to a particular Site.

c. Authorized State – a state within EPA Region 4 with an NPDES permit program that has been authorized by EPA under Section 402(b) of the CWA, 33 U.S.C. § 1342(b), and 40 C.F.R. Part 123 to issue individual or general NPDES permits for stormwater discharges associated with construction activity.

d. Best Management Practices (“BMPs”) – the definition in each Applicable Permit.

e. Business Day – a calendar day that does not fall on a Saturday, Sunday, or federal or state holiday.

f. Clean Water Act (“CWA” or “the Act”) – the Federal Water Pollution

Control Act, as amended, 33 U.S.C. §§ 1251 et seq.

g. Complaint – the complaint filed by the United States, the State of Alabama, on behalf of the Alabama Department of Environmental Management, and the South Carolina DHEC, on behalf of the South Carolina Department of Health and Environmental Control, in this action.

h. Consent Decree – this Consent Decree and all appendices attached hereto.

i. Contractor – any contractor (other than a contractor hired at the behest of a local government entity or a utility company, a Stormwater Consultant, Stormwater Design Professional, or a utility company or its contractor) that has a contract with DHI to perform work on a Site.

j. Corporate Compliance Inspection & Review – a compliance inspection and review of a Site, as required by subparagraph 23.a, subparagraph 23.b, and subparagraph 23.c.

k. Corporate Compliance Inspection, Review, & Evaluation Form – the inspection, review, and evaluation form attached at Appendix E and as required by Paragraph 23 (Corporate Compliance Inspection, Review, & Evaluation).

l. Corporate Compliance Evaluation – a compliance evaluation of a Site, as required by subparagraph 23.d.

m. Corporate Stormwater Compliance Representative – a DHI Employee designated pursuant to subparagraph 15.d.

n. Corrective Action – an action taken or that is necessary to be taken to achieve or maintain compliance with Stormwater Requirements.

o. Date of Entry or Entry – the date on which the Court-approved Consent

Decree is entered in the civil docket under Federal Rule of Civil Procedure 79(a).

p. Day – a calendar day unless expressly stated to be a Business Day. In computing any period of time for a deadline under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal or state holiday, the period shall run until the close of business of the next Business Day.

q. Designee – a DHI Employee who is certified under the Stormwater Training Program pursuant to subparagraph 26.a(3) (Stormwater Compliance Representative Training) and takes Annual Refresher Training pursuant to subparagraph 26.a(4), or a Stormwater Consultant.

r. Defendants – D.R. Horton, Inc. and D.R. Horton, Inc. – Birmingham.

s. DHI – D.R. Horton, Inc. and its wholly owned residential construction subsidiaries that own or operate Sites subject to this Consent Decree. For purposes of this definition, a wholly owned residential construction subsidiary means a residential construction entity in which (i) D.R. Horton, Inc. owns all of the interest, or (ii) D.R. Horton, Inc. owns a majority interest and either (a) an entity that is wholly owned by D.R. Horton, Inc. owns the remaining interest or (b) an entity having a common parent with D.R. Horton, Inc. owns the remaining interest. The term “DHI” does not include any subsidiary that does not engage in any residential construction or DHI Communities, Inc., and its subsidiaries. The list of subsidiaries excluded from the term “DHI” may be amended by agreement of the Parties and such amendment will be considered a minor modification to the Consent Decree.

t. DHI Employee – an individual who is employed by DHI.

u. DHI List of Consent Decree Sites (which also may be referred to as “List”)

– a list of Sites as required by Paragraph 16 (Notice to EPA and State Plaintiffs of DHI List of Consent Decree Sites) in the form attached in Appendix A.

v. Division – DHI’s operations-level management unit (the management level between the corporate/regional function and the Site-level management) that manages one or more Sites.

w. Division Stormwater Compliance Representative – a DHI Employee designated pursuant to subparagraph 15.b to oversee stormwater compliance activities for a Division (or for a comparable business unit if DHI renames or reorganizes its internal structure).

x. DOJ – the United States Department of Justice and any of its successor departments or agencies.

y. Electronic Signature – a dated, electronic verification, which serves as the signature of a person who: (i) uses a secure log-in and a password that is unique to that person; and (ii) indicates that to the best of their knowledge and belief the contents of a record, report, photograph, or document required to be created or maintained pursuant to Stormwater Requirements and any certification therein are true, accurate, and complete.

z. EPA – the United States Environmental Protection Agency and any of its successor departments or agencies.

aa. EPA Region 4 – the region of EPA covering Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee, and Indian country, as defined in 18 U.S.C. § 1151, within those states.

bb. EPA Region 4 Compliance Summary Report – a report in the form attached at Appendix G and as required by Paragraph 25 (EPA Region 4 Compliance Summary

Report).

cc. Government Inspection – an inspection to evaluate compliance with applicable laws, regulations, or enforcement actions related to erosion or sediment control, which is conducted by an Authorized State, by EPA, or by a local government.

dd. Listed Contractor – any Contractor in a category identified in Appendix J.

ee. National Stormwater Professional Certification – a national stormwater professional certification such as Certified Professional in Erosion and Sediment Control (“CPESC”), Certified Erosion, Sediment and Stormwater Inspector (“CESSWI”), Certified Inspector of Sediment and Erosion Control (“CISEC”), or Certified Professional in Stormwater Quality (“CPSWQ”).

ff. Paragraph – a portion of the Consent Decree identified by an Arabic numeral.

gg. Parties – the United States, the State of Alabama, South Carolina DHEC, and DHI.

hh. Pre-Construction Inspection & Review (“PCIR”) – the inspection and review required by Paragraph 18 (Pre-Construction Inspection & Review).

ii. Pre-Construction Inspection & Review Form (“PCIR Form”) – the form attached as Appendix B and as required by Paragraph 18 (Pre-Construction Inspection & Review).

jj. Quarterly Compliance Inspection & Review – a compliance inspection and review of a Site, as required by subparagraph 22.a, subparagraph 22.b, and subparagraph 23.c.

kk. Quarterly Compliance Inspection, Review, & Evaluation Form – the

inspection form attached at Appendix D and as required by Paragraph 22 (Quarterly Compliance Inspection, Review, & Evaluation).

ll. Quarterly Compliance Summary Report – a report in the form attached as Appendix F and as required by Paragraph 24 (Quarterly Compliance Summary Report).

mm. Quarterly Compliance Evaluation – a compliance evaluation of a Site, as required by subparagraph 22.d.

nn. Quarterly Reporting Period – the first (1<sup>st</sup>) Quarterly Reporting Period shall be from the Date of Entry until the end of the third (3<sup>rd</sup>) full calendar month following the Date of Entry. Thereafter, the Quarterly Reporting Period shall be each successive period of three (3) calendar months. The last day of the last Quarterly Reporting Period will be three (3) years after the Date of Entry, even if this results in a Quarterly Reporting Period that lasts less than three (3) full calendar months.

oo. Region – DHI's management unit that provides oversight, guidance, support, and access to corporate functions for multiple, specific DHI Divisions located within a defined geographical area.

pp. Region Stormwater Compliance Representative – a DHI Employee designated pursuant to subparagraph 15.c.

qq. Section – a portion of this Consent Decree identified by an uppercase Roman numeral.

rr. Site – any area within EPA Region 4 where DHI engages in residential construction activity that includes land clearing, land development, residential construction, staging of equipment and materials or other activities associated with residential construction and where coverage under an Applicable Permit is required. DHI

may treat non-contiguous areas that are part of a common plan of development as a single Site.

ss. Site Inspection – an inspection of a Site as required by the Applicable Permit and conducted pursuant to the requirements in Paragraph 20 (Site Inspections).

tt. Site Inspection Report – the form attached as Appendix C and as required by Paragraph 20 (Site Inspections).

uu. Site Stormwater Compliance Representative – a DHI Employee designated pursuant to subparagraph 15.a to oversee stormwater compliance activities at a Site.

vv. State of Alabama – the State of Alabama, by the authority of the Alabama Attorney General’s Office, acting at the request of Alabama Department of Environmental Management.

ww. South Carolina Department of Health and Environmental Control or SCDHEC is an agency of the State of South Carolina whose operations are overseen by the S.C. Board of Health and Environmental Control. The Board is empowered to make, adopt, disseminate and enforce reasonable rules and regulations for the promotion and protection of the health of the public and the environment in South Carolina.

xx. State Plaintiff(s) – the State of Alabama and/or the South Carolina DHEC.

yy. State Stormwater Inspector Certification – erosion and sediment control training certification received pursuant to programs developed and approved by an Authorized State to educate inspectors and to enhance compliance with that Authorized State’s Applicable Permit, regardless of whether the certification is required by the Applicable Permit.

zz. Stormwater Compliance Representatives – Site Stormwater Compliance

Representatives, Division Stormwater Compliance Representatives, Region Stormwater Compliance Representatives, and the Corporate Stormwater Compliance Representative designated pursuant to Paragraph 15 (Designation of Stormwater Compliance Representatives).

aaa. Stormwater Consultant – a person or entity who provides professional or expert assistance to DHI in complying with Stormwater Requirements. Each person who is a Stormwater Consultant shall: (i) possess the skills to assess conditions at a Site that could impact the quality of stormwater and non-stormwater discharges addressed in the Applicable Permit and compliance with Stormwater Requirements; and (ii) be knowledgeable in the principles and practices of sediment and erosion control and other BMPs. For purposes of conducting Site Inspections or Quarterly Compliance Inspection & Reviews, the Stormwater Consultant shall meet the qualifications of the Applicable Permit. The term “Stormwater Consultant” does not include a contractor hired only to install, maintain, or repair BMPs.

bbb. Stormwater Design Professional – a person or entity who is qualified to develop and certify SWPPPs in the respective state(s) and is knowledgeable in the principles and practices of sediment and erosion control and other BMPs. Stormwater Design Professionals who are DHI Employees must be certified under the Stormwater Training Program pursuant to subparagraph 26.a(3) (Stormwater Compliance Representative Training) and take Annual Refresher Training pursuant to subparagraph 26.a(4).

ccc. Stormwater Pollution Prevention Plan (“SWPPP”) – a plan for controlling pollutants in stormwater and non-stormwater discharges as required by the Applicable

Permit and this Consent Decree.

ddd. Stormwater Requirements – the terms and conditions of this Consent Decree and the Applicable Permit for a particular Site, and the laws and regulations that apply to or enforce the Applicable Permit.

eee. Stormwater Retention Systems – structural systems designed and constructed to capture and store stormwater until the volume is reduced through percolation, evaporation, transpiration, or reuse. Such systems may include, but are not limited to, bioswales, rain gardens, infiltration trenches, retention basins, and permeable pavement, collectively often referred to as low-impact development or green infrastructure practices.

fff. Stormwater Training Program – all training described by Paragraph 26 (Stormwater Training Program).

ggg. United States – the United States of America, acting on behalf of EPA.

hhh. Week – business week commencing on Monday and ending on Friday.

## **II. JURISDICTION AND VENUE**

2. This Court has jurisdiction over the subject matter of this action, pursuant to 28 U.S.C. §§ 1331, 1345, and 1355 and Sections 309(b) and (d) of the Act, 33 U.S.C. § 1319(b) and (d), and over the Parties. This Court has supplemental jurisdiction over the state law claims asserted by State Plaintiffs pursuant to 28 U.S.C. § 1367. Venue lies in this District pursuant to 33 U.S.C. § 1319(b), and 28 U.S.C. §§ 1391(b) and (c) and 1395(a), because a substantial part of the events giving rise to the claims alleged in the Complaint occurred in this judicial district and because D.R. Horton, Inc. resides or does business in this district. For purposes of this Consent Decree or any action to enforce this Consent Decree, Defendants and DHI consent to this Court's

jurisdiction over this Consent Decree and any such action and over Defendants and DHI, and consent to venue in this judicial district.

3. For purposes of this Consent Decree, Defendants agree that the Complaint states claims upon which relief may be granted pursuant to Section 309(b) and (d) of the Act, 33 U.S.C. § 1319(b) and (d).

4. In accordance with Section 309(b) of the Act, 33 U.S.C. § 1319(b), the United States has notified the States of Alabama, North Carolina, and South Carolina of the commencement of this action.

### **III. APPLICABILITY**

5. The obligations of this Consent Decree apply to and are binding upon the United States and State Plaintiffs, and upon DHI and any successor or assign to all or substantially all of its business (but only to the extent of the Sites acquired). This Consent Decree shall not be binding on any purchaser of all or any portion of a Site, provided such purchaser is not an entity otherwise covered by this Consent Decree.

6. DHI shall be responsible for complying with Stormwater Requirements at DHI's Sites. In any action to enforce this Consent Decree, DHI shall not raise as a defense to liability the failure by any DHI Employee, Designee, contractor (including, Stormwater Consultants, Stormwater Design Professionals, and Contractors, but excluding a contractor hired at the behest of a local government entity or a utility company, or a utility company or its contractor), subcontractor, officer, director, trustee, servant, successor, assign, or agent to take any actions necessary to comply with Paragraphs 14 (Stormwater Management Strategy) through Paragraph 29 (Corporate Acquisitions) and Section VI (Reporting Requirements) of this Consent Decree.

7. DHI shall not alter its corporate structure or enter into any agreements with third parties for the purpose of circumventing Stormwater Requirements.

#### **IV. CIVIL PENALTY**

8. Within 30 Days after the Date of Entry, Defendants shall pay the sum of \$400,000 as a civil penalty, together with interest accruing from September 29, 2023, at the rate specified in 28 U.S.C. § 1961 as of the Date of Entry.

#### **9. Payment to the United States.**

a. Defendants shall pay \$200,000, plus prorated interest, of the civil penalty to the United States by FedWire Electronic Funds Transfer (EFT) to the DOJ account, in accordance with instructions provided to Defendants by the Financial Litigation Unit (“FLU”) of the United States Attorney’s Office for the District of South Carolina after the Date of Entry. The payment instructions provided by the FLU will include a Consolidated Debt Collection System (“CDCS”) number, which Defendants shall use to identify all payments required to be made in accordance with this Consent Decree. The FLU will provide the payment instructions to:

Stephan Perison, Senior Vice President & Legal Counsel  
D.R. Horton, Inc., 1341 Horton Circle, Arlington, TX 76011

on behalf of Defendants. Defendants may change the individual to receive payment instructions on their behalf by providing written notice of such change to the United States in accordance with Section XIII (Notices).

b. At the time of payment, Defendants shall send notice that payment has been made: (i) to EPA via email at [cinwd\\_acctsreceivable@epa.gov](mailto:cinwd_acctsreceivable@epa.gov) or via regular mail at EPA Cincinnati Finance Office, 26 W. Martin Luther King

Drive, Cincinnati, Ohio 45268; (ii) to DOJ via email or regular mail in accordance with Section XIII; and (iii) to EPA in accordance with Section XIII. Such notice shall state that the payment is for the civil penalty owed pursuant to the Consent Decree in *United States et al. v. D.R. Horton, Inc. et al.* and shall reference the civil action number, CDCS Number and DOJ case number 90-5-1-1-11099.

**10. Payment to the State of Alabama.**

- a. Defendants shall pay \$175,000 of the civil penalty, plus interest, to the State of Alabama. All penalties due pursuant to this Consent Order shall be made payable to the Alabama Department of Environmental Management by certified or cashier's check and shall be remitted to:

Office of General Counsel  
Alabama Department of Environmental Management  
PO Box 301463  
Montgomery, Alabama 36130-1463

**11. Payment to South Carolina.**

- a. Defendants shall pay \$25,000 of the civil penalty, plus interest, to the State of South Carolina. Payment shall reference this Consent Decree and be directed to:

SCDHEC  
Bureau of Water  
2600 Bull Street  
Columbia, S.C. 29201.

12. Defendants shall not deduct any penalties paid under this Consent Decree pursuant to this Section or Section VII (Stipulated Penalties) in calculating their federal income tax.

**V. DHI'S COMPLIANCE PROGRAM**

**13. Compliance**

For purposes of this Consent Decree, which is applicable only within EPA Region 4, DHI shall comply with applicable Stormwater Requirements at its Sites and shall not violate the prohibition in Section 301(a) of the Act by discharging pollutants in stormwater without an Applicable Permit, or by making prohibited non-stormwater discharges, to waters of the United States.

**14. Stormwater Management Strategy**

a. DHI has developed and provided to EPA for review and comment a Stormwater Management Strategy ("SMS") for its internal use and reference with respect to its operations in EPA Region 4 that is consistent with Stormwater Requirements and written with sufficient detail to provide for comprehensive implementation at all applicable DHI organizational levels, and includes, at a minimum, the following:

(1) DHI's corporate structure and organizational chart outlining relations between Site, Division, Region, and Corporate management and functions;

(2) the roles and responsibilities of Site, Division, Region, and Corporate Stormwater Compliance Representatives consistent with Stormwater Requirements;

(3) procedures for SWPPP development, implementation, updates, and modifications;

(4) procedures for tracking property ownership to ensure all individuals

responsible for Site Inspections are aware of current lot ownership;

(5) procedures for tracking training under the Stormwater Training Program and Contractor Stormwater Orientation Program;

(6) procedures for tracking permittee/permitting status of all Sites;

(7) procedures for tracking information regarding informal and formal enforcement actions resulting from Government Inspections;

(8) procedures for implementing applicable stormwater inspection requirements;

(9) procedures for Contractor awareness of Stormwater Requirements and potential accountability for failure to adhere to Stormwater Requirements for which Contractors are responsible;

(10) procedures for the evaluation of Stormwater Requirements and stormwater management measures, including Stormwater Retention Systems, as a part of Site planning; and

(11) procedures to directly observe, oversee, and evaluate the adherence of Site Stormwater Compliance Representatives and Designees to Stormwater Requirements while they independently conduct Site Inspections.

b. The content of the SMS is subject to revision and will be reviewed, and if needed, revised, by DHI at least once by the last Day of the third month following the sixth (6<sup>th</sup>) and tenth (10<sup>th</sup>) Quarterly Reporting Periods.

c. By the last Day of the third month following the sixth (6<sup>th</sup>) and tenth (10<sup>th</sup>) Quarterly Reporting Periods, DHI shall inform EPA that it has completed a review of the SMS pursuant to subparagraph 14.b and, if revisions were

made, provide a copy of the SMS to EPA, including a summary of the revisions. EPA will review and provide any comments on the SMS as expeditiously as possible.

**15. Designation of Stormwater Compliance Representatives**

a. Site Stormwater Compliance Representative. DHI shall designate at least one Site Stormwater Compliance Representative for each Site prior to the completion of the PCIR for that Site or by the last Day of the second full month after the Date of Entry, whichever is later. DHI may, in its discretion, designate the same Site Stormwater Compliance Representative for more than one Site. Nothing in this Consent Decree prohibits or limits a person designated as a Site Stormwater Compliance Representative from also performing other duties for DHI, or from filling one or more positions for DHI, not related to the Consent Decree or to the position of a Site Stormwater Compliance Representative. Each Site Stormwater Compliance Representative shall:

- (1) be a DHI Employee;
- (2) be certified under the Stormwater Training Program pursuant to subparagraph 26.a(3) (Stormwater Compliance Representative Training) no later than the time period described in subparagraph 26.a(3), and take Annual Refresher Training pursuant to subparagraph 26.a(4);
- (3) be authorized by DHI and have responsibility to require all work necessary to meet Stormwater Requirements at the Site, including through the use of Contractors, subcontractors, Stormwater Consultants, and Stormwater Design

Professionals;

(4) be authorized by DHI and have responsibility to direct employees, Contractors, subcontractors, Stormwater Consultants, and Stormwater Design Professionals to take Corrective Action to address an Action Item or to address a failure to comply with Stormwater Requirements, including requiring any such person to cease or correct a violation of Stormwater Requirements;

(5) be familiar with and have the authority and responsibility to ensure that the Site's SWPPP is updated as required by the Applicable Permit;

(6) be the point of contact for the Site for DHI Employees, Contractors, subcontractors, Stormwater Consultants, and Stormwater Design Professionals regarding Stormwater Requirements; and

(7) report to the Division Stormwater Compliance Representative regarding compliance with Stormwater Requirements.

b. Division Stormwater Compliance Representative. DHI shall designate at least one Division Stormwater Compliance Representative for each Site within a Division prior to DHI signing the PCIR Form for that Site or by the last Day of the second full month after the Date of Entry, whichever is later. DHI may, in its discretion, designate the same Division Stormwater Compliance Representative for more than one Site or Division or designate multiple Division Stormwater Compliance Representatives for a single Division. Nothing in this Consent Decree prohibits or limits a person designated as a Division Stormwater Compliance Representative from performing other duties for DHI, or from filling one or more positions for

DHI, not related to the Consent Decree or to the position of a Division Stormwater Compliance Representative. The Division Stormwater Compliance Representative shall:

- (1) be a DHI Employee;
- (2) be certified under the Stormwater Training Program pursuant to subparagraph 26.a(3) (Stormwater Compliance Representative Training) no later than the time period described in subparagraph 26.a(3), and take Annual Refresher Training pursuant to subparagraph 26.a(4);
- (3) take instructor training as described in subparagraph 26.d;
- (4) hold State Stormwater Inspector Certification(s) for the state(s) in which the Division Stormwater Compliance Representative conducts Quarterly Compliance Inspection & Reviews and/or Quarterly Compliance Evaluations. For any state which does not offer State Stormwater Inspector Certification(s), the Division Stormwater Compliance Representative shall either hold a National Stormwater Professional Certification, or meet the requirements of a Stormwater Design Professional;
- (5) be authorized by DHI and have the responsibility to require all work necessary to meet Stormwater Requirements in its Division, including through the use of Contractors, subcontractors, Stormwater Consultants, and Stormwater Design Professionals;
- (6) be authorized by DHI to direct DHI Employees, Contractors, subcontractors, Stormwater Consultants, and Stormwater Design Professionals to take a Corrective Action to address an Action Item, including requiring any such

person to cease or correct a violation of Stormwater Requirements;

(7) review the Site-specific SWPPP for all Sites within the Division acquired after the Date of Entry to confirm the SWPPPs are complete and adequate to meet Stormwater Requirements; and

(8) report to the Region Stormwater Compliance Representative, the Corporate Stormwater Compliance Representative and, as needed, the president of the Division regarding compliance with Stormwater Requirements.

c. Region Stormwater Compliance Representative. DHI shall designate at least one Region Stormwater Compliance Representative for each DHI Region that includes a state in EPA Region 4, by the last Day of the first full Week after the Date of Entry of this Consent Decree. Each Region Stormwater Compliance Representative shall:

(1) be a DHI Employee;

(2) be certified under the Stormwater Training Program pursuant to subparagraph 26.a(3) (Stormwater Compliance Representative Training) no later than the time period described in subparagraph 26.a(3), and take Annual Refresher Training pursuant to subparagraph 26.a(4);

(3) be well-versed in, and capable of providing training on all components of the Stormwater Training Program;

(4) hold a National Stormwater Professional Certification, or meet the requirements of a Stormwater Design Professional;

(5) be authorized by DHI and have responsibility to require all work necessary to meet Stormwater Requirements in Divisions within its Region,

including through the use of Contractors, subcontractors, Stormwater Consultants, and Stormwater Design Professionals;

(6) be authorized by DHI to direct DHI Employees, Contractors, subcontractors, Stormwater Consultants, and Stormwater Design Professionals to take Corrective Action to address an Action Item, including requiring any such person to cease or correct a violation of Stormwater Requirements;

(7) coordinate with the Corporate Stormwater Compliance Representative in the development, preparation, and maintenance of the DHI List of Consent Decree Sites established pursuant to Paragraph 16 (Notice to EPA and State Plaintiffs of DHI List of Consent Decree Sites);

(8) as applicable, conduct Corporate Compliance Inspection & Reviews as specified in Paragraph 23 (Corporate Compliance Inspection, Review, & Evaluation); and

(9) report to the Corporate Stormwater Compliance Representative and, as needed, the president of the applicable Region regarding compliance with Stormwater Requirements.

d. Corporate Stormwater Compliance Representative. DHI shall designate one or more Corporate Stormwater Compliance Representative(s) by the last Day of the first full Week after the Date of Entry of this Consent Decree.

The Corporate Stormwater Compliance Representative shall:

(1) be a DHI Employee;

(2) be certified under the Stormwater Training Program pursuant to subparagraph 26.a(3) (Stormwater Compliance Representative Training) no later

than the time period described in subparagraph 26.a(3), and take Annual Refresher Training pursuant to subparagraph 26.a(4);

(3) oversee, and coordinate with each Region Stormwater Compliance Representative concerning, the development and maintenance of the DHI List of Consent Decree Sites established pursuant to Paragraph 16 (Notice to EPA and State Plaintiffs of DHI List of Consent Decree Sites);

(4) submit the DHI List of Consent Decree Sites and the EPA Region 4 Compliance Summary Report to EPA and State Plaintiffs; and

(5) serve as DHI's point of contact, along with counsel for DHI, for the United States and the State Plaintiffs for company-wide compliance matters related to Stormwater Requirements.

e. If a Stormwater Compliance Representative position becomes open and DHI fills the vacancy by the last Day of the second full month after the vacancy date, the gap in designation shall not be deemed a violation of any requirement of this Consent Decree. However, the vacancy shall not excuse non-compliance with any other Stormwater Requirement. During any such vacancy, a DHI Employee that is certified under the Stormwater Training Program pursuant to subparagraph 26.a(2) (Advanced Training) and takes Annual Refresher Training pursuant to subparagraph 26.a(4) shall fulfill applicable signature or certification requirements of this Consent Decree.

f. Except as expressly prohibited in this Consent Decree, Stormwater Compliance Representatives may delegate the performance of duties required under this Consent Decree to Designees.

- g. Use of a Designee, Stormwater Consultant, Stormwater Design Professional, or Contractor does not relieve DHI of responsibility for the proper performance of any task or for compliance with Stormwater Requirements.
- h. DHI shall post the current name and contact information of the Site Stormwater Compliance Representative and the Division Stormwater Compliance Representative for a Site at a conspicuous location at the Site, such as the Site entrance or construction trailer. Posting a dynamic uniform resource locator (URL) quick response (QR) code that can be read by digital devices and that links to a specific website address containing the information required by this subparagraph or a posting that directs the reader where onsite the specific information required by this subparagraph is available for review shall satisfy this posting requirement.

**16. Notice to EPA and State Plaintiffs of DHI List of Consent Decree Sites**

- a. By the last Day of the first full month after the Date of Entry of the Consent Decree, DHI shall provide a DHI List of Consent Decree Sites (also referred to in subparagraphs 16.a and 16.b as the “List”) to EPA and State Plaintiffs listed in Section XIII (Notices) in searchable electronic spreadsheet(s) and in hard copy, in the format attached as Appendix A as described below.

(1) The initial List shall include all Sites within EPA Region 4 where, as of the Date of Entry, DHI has coverage under an Applicable Permit or commenced construction activity and has not terminated coverage under an Applicable Permit.

(2) The List shall include, for each Site, organized by Division: (i) the name of the Site and the county and state in which it is located; (ii) the Site address if available and latitude and longitude; (iii) the estimated number of acres that will be disturbed at the Site; (iv) the date that the PCIR Form was signed; (v) the date DHI commenced construction activity, if applicable; (vi) the effective date of Applicable Permit coverage; (vii) any applicable state-identified permit number; (viii) the name of the permittee; (ix) the date Applicable Permit coverage was terminated pursuant to the Applicable Permit (e.g., receipt of termination approval by the appropriate regulatory agency or submittal of notification); (x) the Site Stormwater Compliance Representative(s) name and contact information; (xi) Division Stormwater Compliance Representative(s) name and contact information; (xii) the date of last Quarterly Compliance Inspection, Review, & Evaluation; and (xiii) the date of the last Corporate Compliance Inspection, Review, & Evaluation.

b. DHI shall provide an updated List, including new Sites, to EPA and State Plaintiffs identified in Section XIII (Notices) on or before the last Day of the first full month following the end of each Quarterly Reporting Period. DHI may remove a Site from the List after the date permit coverage is terminated under the Applicable Permit, but only after the date of permit coverage termination has appeared on at least one updated version of the List. This information shall be submitted in searchable electronic spreadsheet(s) and in hardcopy, in the format attached as Appendix A.

c. For purposes of this Paragraph 16, “commenced construction activities” shall mean commenced activities requiring permit coverage under the

Applicable Permit.

**17. SWPPPs and Records**

- a. This Paragraph 17 applies only to Sites where a SWPPP is prepared after the last Day of the second full month following the Date of Entry.
- b. For each Site where the Applicable Permit requires DHI to prepare a SWPPP, DHI shall prepare a SWPPP prior to signing the PCIR Form required by Paragraph 18 of this Consent Decree, or within the time required by the Applicable Permit, whichever is earlier.
- c. DHI shall include in the SWPPP a summary of the Consent Decree and provide the EPA website address where the Consent Decree and its summary are posted. DHI shall also post this information at a conspicuous location at the Site. Posting a dynamic URL QR code that can be read by digital devices and that links to a specific website address containing the information required by this subparagraph or a posting that directs the reader where onsite the specific information required by this subparagraph is available for review shall satisfy this posting requirement.
- d. All SWPPPs and SWPPP amendments shall comply with Stormwater Requirements. Each SWPPP shall:
  - (1) be Site-specific;
  - (2) clearly identify the specific areas of the Site owned and/or operated by DHI and be updated with such information by the last Day of the first full Week following any changes in ownership or operations, or less if required by the Applicable Permit, on the SWPPP and on a log to be kept with the SWPPP which

identifies any property ownership, stabilization, or operational changes for any lots, portions, or segments of the property;

(3) describe and identify on individual maps the Site-specific BMPs that will be used for each anticipated major phase of construction, including initial grading and perimeter controls, interim land disturbances through final grading, and post-construction and final stabilization;

(4) include all areas of the Site and the associated BMPs which will be used by DHI, whether owned by DHI or another entity; and

(5) identify the general timing and sequence of BMP installation, removal, and modification in relation to construction activities, including initial sediment storage requirements and perimeter BMPs, clearing and grubbing, grading, infrastructure, and intermediate and final stabilization;

(6) identify the method of precipitation monitoring and indicate the specific source for monitoring data if precipitation is monitored remotely; and

(7) describe how the Site Stormwater Compliance Representative(s) will coordinate duties.

e. SWPPP amendments shall be made by the last Day of the first full Week after inspection or investigation, or sooner if required by the Applicable Permit, when inspections or investigations by DHI or by local, state, or federal officials determine that the existing BMPs are ineffective (e.g., repeat BMP failures) or do not meet the requirements of the Applicable Permit.

f. Each SWPPP preparer shall include a statement on the SWPPP that the

development of, and any amendments to, the SWPPP took into consideration the requirements of subparagraph 17.d, as applicable to the SWPPP preparation, and specific amendments.

- g. The Site Stormwater Compliance Representative shall certify, review, and approve the SWPPP, and such certification, review, and approval shall not be delegated other than as provided for in subparagraph 15.e.
- h. A copy of the current version of the SWPPP shall be maintained on Site or in a readily accessible location.
- i. DHI shall maintain with the Site records a copy of an as-built certification or similar certification from the engineer of record for each permanent post-construction designed stormwater control installed by DHI.

**18. Pre-Construction Inspection & Review (PCIR)**

- a. This Paragraph 18 applies only to Sites where DHI commences construction activity after the last Day of the first full month following the Date of Entry.
- b. For each Site, DHI shall perform a PCIR after DHI has obtained Applicable Permit coverage and prior to DHI's commencement of construction activity at the Site.
- c. For purposes of this Paragraph 18, with the exception of the installation, repair, or replacement of stormwater management facilities or other BMPs that involve significant soil disturbance, the term "construction activity" does not apply to activities which may commence prior to the PCIR, such as: geotechnical investigations, surveying, installing signage, environmental testing, or the initial installation, repair, or replacement of

BMPs.

d. The PCIR shall include:

(1) an inspection of the entire Site by the Site Stormwater Compliance Representative or the Division Stormwater Compliance Representative; and

(2) completion of the PCIR Form attached as Appendix B. The PCIR Form may be completed in an electronic format. Prior to commencement of DHI's construction activity at the Site, a Corrective Action shall be completed for each Action Item on the PCIR Form.

e. The Site Stormwater Compliance Representative or the Division Stormwater Compliance Representative shall review and sign the PCIR Form either by Electronic Signature or in hard copy, **a task that may not be delegated.**

f. Where any entity other than DHI commenced construction activity at a Site and DHI takes title to all or a portion of that Site after the Date of Entry, DHI shall determine, by the last Day of the first full Week, or sooner if required by the Applicable Permit, after taking title whether that portion of the Site has areas where soil has been disturbed and is not stabilized. If so, DHI shall install and maintain BMPs or assume responsibility for maintaining any existing BMPs for those areas of the Site where soil has been disturbed and is not stabilized.

## 19. Daily Observations

By the last Day of the first full month after the Date of Entry, DHI shall prepare and maintain on a daily basis a record of Action Items for each Site where the Applicable Permit requires the preparation and maintenance of a daily observation log or records of daily inspections.

**20. Site Inspections**

- a. The requirements of this Paragraph 20 are effective thirty (30) Days after the Date of Entry.
- b. Site Inspections are inspections of the Site as required by the Applicable Permit and conducted pursuant to the requirements within this Paragraph. At a minimum, the Site Stormwater Compliance Representative shall inspect each Site at the frequency required by the Applicable Permit. The Site Inspection requirements for each Site shall go into effect on the date the PCIR Form is signed, or on the date required by the Applicable Permit, whichever is earlier.
- c. During the period from thirty (30) Days after the Date of Entry through the date this Consent Decree is terminated, any Site Inspection that is required by Stormwater Requirements shall be performed by the Site Stormwater Compliance Representative, the Division Stormwater Compliance Representative, the Region Stormwater Compliance Representative, or a Designee.
- d. For each Site Inspection, the Site Stormwater Compliance Representative, the Division Stormwater Compliance Representative, the Region Stormwater Compliance Representative, or a Designee, who performs the

Site Inspection, shall complete and sign a Site Inspection Report using the form attached as Appendix C. If a Designee conducts a Site Inspection, the Site Stormwater Compliance Representative, or the Division Stormwater Compliance Representative if the Site Stormwater Compliance Representative is unavailable, also shall review and sign (either by Electronic Signature or in hard copy) the completed Site Inspection Report within two (2) Business Days of a Designee's signature, **a task that may not be delegated**. DHI may make additions to improve the Site Inspection Report form to address state and/or local requirements without requesting approval from EPA. The Site Inspection Report may be completed in an electronic format provided there is an Electronic Signature. The Site Inspection Report shall be certified in accordance with, and to the extent required by, the terms of the Applicable Permit.

- e. DHI shall ensure that every inspector performing a Site Inspection has the appropriate credentials required by the Applicable Permit.
- f. Site Inspections shall include an assessment of all BMPs, outfall structures, on-Site receiving waters (including wetlands) potentially affected by sediment discharges from DHI's construction activities and/or nearby off-Site receiving waters (including wetlands) potentially affected by sediment discharges from DHI's construction activities.

**21. Maintenance and Corrective Action**

- a. DHI shall maintain each Site in accordance with Stormwater Requirements.
- b. For every Action Item identified during a Site Inspection or during a

Quarterly Compliance Inspection & Review or Quarterly Compliance Evaluation, regardless of whether a corresponding Corrective Action is taken immediately, the Site Stormwater Compliance Representative, or a Designee, shall record the following information on the Corrective Action Log portion of the Site Inspection Report:

- (1) a specific reference to the Action Item, including the date it was first identified;
  - (2) an indication of the Corrective Action taken; and
  - (3) the date the Corrective Action was completed.
- c. Whenever DHI discovers visible sediment deposition in receiving waters (including wetlands) as a result of DHI construction activity, DHI shall:
- (1) when required by the Applicable Permit, notify the appropriate Authorized State within twenty-four (24) hours of discovering the discharge to provide a detailed description of the sediment deposition including, but not limited to, the location, the extent of the deposition, the date and time of the incident and of discovery, the precipitation conditions, and the Corrective Actions taken or planned;
  - (2) remove, to the maximum extent practical, sediment deposited: (i) offsite; (ii) in any receiving waters (including wetlands); and (iii) in contributing stormwater conveyances, unless directed to do otherwise by the Authorized State;
  - (3) ensure all Corrective Actions minimize soil disturbance, include soil stabilization where appropriate, and prevent future offsite sedimentation;
  - (4) complete all Corrective Actions promptly and within the time

required by the Applicable Permit unless directed to do otherwise by the Authorized State;

(5) evaluate the contributing source(s) of erosion and area(s) of sediment deposition during each Site Inspection until the contributing source(s) of erosion is stabilized to ensure all Corrective Actions taken were appropriate and that any additional Corrective Actions are taken if necessary; and

(6) maintain documentation of all items outlined in subparagraphs 21.c(1) through 21.c(5) in a consolidated location or report to be kept with the SWPPP and Site Inspection reports.

d. DHI shall incorporate into the Stormwater Training Program case studies and lessons learned from incidents that led to and addressed offsite sediment deposition as reported per subparagraph 21.c.

**22. Quarterly Compliance Inspection, Review, & Evaluation**

a. The Division Stormwater Compliance Representative, or a Designee, shall conduct Quarterly Compliance Inspection & Reviews for all Sites where DHI has commenced construction activity prior to the applicable Quarterly Reporting Period and which have not terminated authorization under the Applicable Permit. Quarterly Compliance Inspection & Reviews shall be at least one (1) month apart and shall be conducted according to the following schedule:

(1) at 100% of Sites within EPA Region 4 for Quarterly Reporting Periods 1 through 2 and 100% of Sites within EPA Region 4 for Quarterly Reporting Periods 3 through 4;

(2) at 50% of Sites within EPA Region 4 for each of Quarterly

Reporting Periods 5, 6, 7, and 8, consisting of:

- A. all Sites newly permitted in the prior Quarterly Reporting Period that have commenced construction activity;
- B. a statistically random selection of all remaining Sites:
  - 1. within a Municipal Separate Storm Sewer System;
  - 2. within 0.5 miles of a receiving water listed in the SWPPP or notice of intent for coverage under an Applicable Permit; or
  - 3. where a permit under Section 404 of the Clean Water Act has been applied for or issued; and
- C. if subparagraph 22.a(2)(A) and subparagraph 22.a(2)(B) result in less than 50% of Sites within EPA Region 4, a statistically random selection of remaining Sites until 50% of the total number of Sites in EPA Region 4 is met; and

(3) at 50% of Sites within EPA Region 4 for each of Quarterly

Reporting Periods 9, 10, 11, and 12, consisting of:

- A. all Sites newly permitted in the prior Quarterly Reporting Period;
- B. a statistically random selection of all remaining Sites:
  - 1. within a municipal separate storm sewer system;
  - 2. within 0.5 miles of a receiving water listed in the SWPPP or notice of intent for coverage under an Applicable Permit; or

3. where a permit under Section 404 of the Clean Water Act has been applied for or issued; and

C. if subparagraph 22.a(3)(A) and subparagraph 22.a(3)(B) result in less than 50% of Sites within EPA Region 4, a statistically random selection of remaining Sites until 50% of the total number of Sites in EPA Region 4 is met.

b. The Quarterly Compliance Inspection & Review shall not be conducted by a person who conducted a Site Inspection at the Site during the required three-month look-back period of the Quarterly Compliance Inspection & Review.

c. The Division Stormwater Compliance Representative shall record the results of a Quarterly Compliance Inspection & Review required under subparagraph 22.a, including an assessment of the Site from a review of the previous three-month performance, on a Quarterly Compliance Inspection, Review, & Evaluation Form, attached as Appendix D. The Quarterly Compliance Inspection, Review, & Evaluation Form must be completed and signed by the Division Stormwater Compliance Representative and, if present, the Site Stormwater Compliance Representative(s), within fourteen (14) Days of the Quarterly Compliance Inspection & Review. The Quarterly Compliance Inspection, Review, & Evaluation Form may be completed in an electronic format provided there is an Electronic Signature.

d. Within twenty-one (21) Days of the Quarterly Compliance Inspection & Review, the Division Stormwater Compliance Representative shall evaluate all completed Quarterly Compliance Inspection, Review, & Evaluation Forms for the Site. Following such evaluation, the Division Stormwater Compliance Representative and Site Stormwater

Compliance Representative(s) shall discuss the performance of the Site and determine what appropriate management steps are necessary to ensure compliance with Stormwater Requirements at the Site. The Division Stormwater Compliance Representative and Site Stormwater Compliance Representative(s) shall sign by Electronic Signature or in hard copy, the Quarterly Compliance Inspection, Review, & Evaluation Form for the Site within twenty-one (21) Days of the Quarterly Compliance Inspection & Review. **The tasks in this subparagraph may not be delegated.**

e. The Division or Site Stormwater Compliance Representative shall be responsible for managing the completion of the Corrective Action(s) for each Action Item identified during the Quarterly Compliance Inspection & Review or Quarterly Compliance Evaluation in the same manner as required under Paragraph 21 (Maintenance and Corrective Action).

**23. Corporate Compliance Inspection, Review, & Evaluation**

a. The Corporate Stormwater Compliance Representative (or a Designee who has not performed an inspection at the Site) or a Region Stormwater Compliance Representative from a Region other than the Region where the Site is located shall conduct Corporate Compliance Inspection & Reviews at Sites where DHI has commenced construction activity and which have not terminated authorization under the Applicable Permit. The Corporate Compliance Inspection & Reviews shall be conducted at Sites according to the following schedule:

Quarterly Reporting	Total Number of Sites to Receive Corporate Compliance	Percentage of Corporate Compliance Inspection &
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Periods	Inspection & Reviews	Reviews Conducted by Corporate Stormwater Compliance Representative
1 through 4	30	20%
5 through 8	30	20%
9 through 12	30	20%

**b.** The Corporate Stormwater Compliance Representative shall select Sites for Corporate Compliance Inspection & Reviews in a manner that:

- (1) targets Sites or Divisions based on compliance history;
- (2) does not substitute a Corporate Compliance Inspection & Review for a Site Inspection or Quarterly Compliance Inspection & Review; and
- (3) achieves, in each of the following periods: (i) 1<sup>st</sup> through 4<sup>th</sup> Quarterly Reporting Periods, (ii) 5<sup>th</sup> through 8<sup>th</sup> Quarterly Reporting Periods, and (iii) 9<sup>th</sup> through 12<sup>th</sup> Quarterly Reporting Periods, a diversity of:

A. geographical regions, as follows:

1. a minimum of one Site in each Division shall be selected for a Corporate Compliance Inspection & Review, subject to subparagraphs 23.b(3)(A)(2) and 23.b(3)(A)(3) below;
2. if there is not an eligible Site (as described in subparagraph 23.a of this Consent Decree) in a Division during the relevant period, no Corporate Compliance Inspection & Review shall be required in that Division during that relevant period;
3. if, during the relevant period, the number of Divisions exceeds the total number of Corporate Compliance

Inspection & Reviews required in subparagraph 23.a of this Consent Decree, DHI shall not be required to perform more Corporate Compliance Inspection & Reviews than the total number of Corporate Compliance Inspection & Reviews required for the relevant period in subparagraph 23.a;

B. seasonal conditions; and

C. phases of construction.

c. The inspector who conducts a Corporate Compliance Inspection & Review required under subparagraph 23.a shall record the results of the inspection, including an assessment of the Site from a review of the previous three-month performance, on a Corporate Compliance Inspection, Review, & Evaluation Form, attached as Appendix E. The Corporate Compliance Inspection, Review, & Evaluation Form must be completed and signed by the inspector who conducts the inspection and, if present, the Region Stormwater Compliance Representative for the Region where the Site is located, Division Stormwater Compliance Representative(s) and Site Stormwater Compliance Representative(s), within fourteen (14) days following the Corporate Compliance Inspection & Review. The Corporate Compliance Inspection, Review, & Evaluation Form may be completed in an electronic format provided there is an Electronic Signature. **The tasks in this subparagraph may not be delegated.**

d. Within twenty-one (21) days following the Corporate Compliance Inspection & Review being conducted, the Corporate Stormwater Compliance Representative shall evaluate all completed Quarterly Compliance Inspection, Review, & Evaluation Forms for the Site. Following such evaluation, the Corporate Stormwater

Compliance Representative, Region Stormwater Compliance Representative for the Region where the Site is located, and Division Stormwater Compliance Representative(s) shall discuss the performance of the Site and determine what appropriate management steps are necessary to ensure compliance with Stormwater Requirements at the Site. The Corporate Stormwater Compliance Representative, Region Stormwater Compliance Representative for the Region where the Site is located, and Division Stormwater Compliance Representative(s) shall sign, by Electronic Signature or in hard copy, the Corporate Compliance Inspection, Review, & Evaluation Form for the Site within twenty-one (21) days following the Corporate Compliance Inspection & Review being conducted.

**The tasks in this subparagraph may not be delegated.**

e. The purpose of the Corporate Compliance Inspection, Review, & Evaluation is to evaluate the accuracy and effectiveness of Site Inspections and Quarterly Compliance Inspections, Reviews, & Evaluations. The results of the Corporate Compliance Inspection, Review, & Evaluations shall be discussed in the EPA Region 4 Compliance Summary Report and shall also be used to update the Stormwater Training Program pursuant to subparagraph 26.e.

f. The Division or Site Stormwater Compliance Representative shall be responsible for managing the completion of the Corrective Action(s) for each Action Item identified during the Corporate Compliance Inspection & Review or Corporate Compliance Evaluation in the same manner as required under Paragraph 21 (Maintenance and Corrective Action).

#### **24. Quarterly Compliance Summary Report**

By the last Day of the first full month following the end of each Quarterly Reporting Period, the Division Stormwater Compliance Representative shall prepare a Quarterly Compliance Summary Report in accordance with the form attached as Appendix F. The Quarterly Compliance Summary Report shall be reviewed and signed by the Division Stormwater Compliance Representative, **a task that may not be delegated**. Copies shall be sent to all Site Stormwater Compliance Representatives within the Division, any other Division Stormwater Compliance Representatives within the Division, the respective president of the Division, the respective Region Stormwater Compliance Representative, and the Corporate Stormwater Compliance Representative.

#### **25. EPA Region 4 Compliance Summary Report**

All Quarterly Compliance Summary Reports shall be reviewed and compiled into an EPA Region 4 Compliance Summary Report by the Region Stormwater Compliance Representatives, **a task that may not be delegated**. The Corporate Stormwater Compliance Representative shall certify the EPA Region 4 Compliance Summary Report using the form attached as Appendix G for the period covered by the report. The Corporate Stormwater Compliance Representative shall submit the report to EPA and to State Plaintiffs pursuant to Section XIII (Notices). DHI shall post each EPA Region 4 Compliance Summary Report, with the option to summarize Site-specific information, on DHI's publicly available website by the last Day of the first full month following each submittal to EPA and State Plaintiffs and each report shall remain posted until the Consent Decree is terminated. The EPA Region 4 Compliance Summary Report shall be due as set forth in the following table:

EPA Region 4 Compliance Summary Report	Report Coverage Period ("EPA Region 4 Reporting Period")	Report Due By the Last Day of the Second Full Month After the Listed Period
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1	1 <sup>st</sup> & 2 <sup>nd</sup> Quarterly Reporting Periods	2 <sup>nd</sup> Quarterly Reporting Period
2	3 <sup>rd</sup> & 4 <sup>th</sup> Quarterly Reporting Periods	4 <sup>th</sup> Quarterly Reporting Period
3	5 <sup>th</sup> , 6 <sup>th</sup> , 7 <sup>th</sup> , & 8 <sup>th</sup> Quarterly Reporting Periods	8 <sup>th</sup> Quarterly Reporting Period
4	9 <sup>th</sup> , 10 <sup>th</sup> , 11 <sup>th</sup> , & 12 <sup>th</sup> Quarterly Reporting Periods	12 <sup>th</sup> Quarterly Reporting Period

## 26. Stormwater Training Program

a. DHI shall implement the Stormwater Training Program set forth in Appendix H (Stormwater Training Program – Description and Syllabus). The Stormwater Training Program shall include: Basic Training; Advanced Training; Stormwater Compliance Representative Training; and Annual Refresher Training. Training under this program shall not serve as a substitute to, or be substituted by, any State Stormwater Inspector Certification training.

(1) Basic Training. Basic Training shall consist of: thirty (30) minutes of training on stormwater basics; roles and responsibilities (DHI, trade partners and vendors); and the basics of the Consent Decree. DHI shall provide Basic Training to all DHI purchasing, land acquisition, and site feasibility employees, including those listed in Paragraph 1 of Appendix I. To be Basic Training certified under this subparagraph, persons subject to this training requirement must complete Basic Training and pass a written, online, or computer-based test (which may be administered in module-specific parts) designed to assess mastery of the material covered by Basic Training. Persons subject to this training requirement shall be Basic Training certified no later than the time periods described in (A), (B) or (C) of this subparagraph 26.a(1):

A. by the last Day of the second full month after the Date of Entry;

B. by the last Day of the second full month after beginning work related to a Site in a designated position listed in Paragraph 1 of Appendix I; or

C. Basic Training that meets the requirements of this Consent Decree may be completed prior to the Date of Entry. Persons who completed Basic Training prior to the Date of Entry, must pass the test required for Basic Training within sixty (60) Days before or after the Date of Entry.

(2) Advanced Training. Advanced Training shall consist of two (2) modules: (i) Module 1: thirty (30) minutes of Basic Training; and (ii) Module 2: one (1) hour and thirty (30) minutes of training on: the history of the Clean Water Act; DHI's NPDES program; construction general permits; an overview of SWPPPs; requirements of enhanced compliance practices and reporting; roles and responsibilities of Stormwater Compliance Representatives; and common challenges and lessons learned. DHI shall provide Advanced Training to all land positions (other than acquisition and administrative positions) that may or will affect in-field operations and all operations and home building positions (other than warranty and administrative positions) that may or will affect in-field operations, including those listed in Paragraph 2 of Appendix I. To be Advanced Training certified under this subparagraph, persons subject to this training requirement must complete the Advanced Training and pass a written, online, or computer-based test

(which may be administered in module-specific parts) designed to assess mastery of the material covered by each module required for the Advanced Training (Module 1 and Module 2). A certification under this subparagraph shall be valid for twelve (12) months. Persons subject to this training requirement shall be Advanced Training certified no later than the time periods described in (A), (B), or (C) of this subparagraph 26.a.(2):

A. by the last Day of the second full month after the Date of Entry;

B. by the last Day of the second full month after beginning work related to a Site in a designated position listed in Paragraph 2 of Appendix I;

C. Advanced Training that meets the requirements of this Consent Decree may be completed prior to the Date of Entry, as follows:

1. for persons who completed Advanced Training within twelve (12) months before the Date of Entry, passing the test required for Advanced Training within sixty (60) Days before or after the Date of Entry;

2. for persons who completed Advanced Training more than twelve (12) months before the Date of Entry and who completed Annual Refresher Training within twelve (12) months before the Date of Entry, passing the test required for Annual Refresher Training under subparagraph 26.a(4) within sixty (60) Days before or after the Date of Entry.

(3) Stormwater Compliance Representative Training. The Stormwater Compliance Representative Training will consist of three (3) hours of training, including: Basic Training; Advanced Training; regulatory hierarchy (federal, state, and local); construction general permits; SWPPP modifications, amendments, and updates; pre-construction conference (in states where applicable); PCIR; BMPs (runoff, erosion and sediment controls and BMP maintenance); non-sediment/non-stormwater discharges; site inspections (frequency and inspector qualifications); stabilization (temporary and final/permanent); and recordkeeping requirements. DHI shall provide the Stormwater Compliance Representative Training to all designated Stormwater Compliance Representatives. Persons subject to this training requirement shall be Stormwater Compliance Representative Training certified by the last Day of the second full month after being designated as a Site Stormwater Compliance Representative.

(4) Annual Refresher Training. Annual Refresher Training shall consist of two (2) hours of training, including: (i) stormwater basics; (ii) any new state or federal requirements or guidance impacting the Stormwater Requirements; (iii) any new court decisions impacting the Stormwater Requirements; (iv) the status of Consent Decree compliance requirements; and (v) examples of Site experiences demonstrating lessons learned pursuant to subparagraph 26.e. DHI shall provide Annual Refresher Training for every person who is required to take Stormwater Compliance Representative Training under subparagraph 26.a.(3). Each such person shall complete the Annual Refresher Training, pursuant to the syllabus attached as Appendix H (Stormwater Training Program – Description and Syllabus)

and pass a written, online, or computer-based test designed to assess mastery of the material covered by the Annual Refresher Training. Persons subject to this training requirement shall complete the Annual Refresher Training and pass the test within twelve (12) months of becoming Stormwater Compliance Representative Training certified under subparagraph 26.a.(3) of this Consent Decree and within twelve (12) months of each Annual Refresher Training thereafter. The renewal certification shall be valid for twelve (12) months.

b. Basic Training, Advanced Training, Stormwater Compliance Representative Training, and Annual Refresher Training shall have an instructor available to interact with the attendees in-person or remotely and shall be delivered, at DHI's option, by any one of, or combination of, the following: (i) in-person classes; (ii) online webinars; (iii) pre-recorded video modules (such as recorded webinars); or (iv) any feasible means that allows proper instruction pursuant to Paragraph 26.

c. DHI shall maintain records of all training certifications pursuant to Section X (Information Collection and Retention) and shall provide such records to EPA within thirty (30) Days of EPA's request or within the period of time agreed to by DHI and EPA in consideration of the size of the request or other appropriate factors.

d. Instructors for Basic Training, Advanced Training, Stormwater Compliance Representative Training, and Annual Refresher Training courses shall primarily be Division Stormwater Compliance Representatives, but may also include the Region Stormwater Compliance Representatives, Stormwater Design Professionals, or Stormwater Consultants. Stormwater Training Program instructors must take instructor training, developed and administered by a Region Stormwater Compliance Representative and

designed to instruct the Stormwater Training Program instructors on the content and format of the Stormwater Training Program, prior to serving as an instructor.

e. DHI shall review, and if necessary, update its Stormwater Training Program at least annually to ensure compliance with Stormwater Requirements and to incorporate lessons learned and case studies from any successes and failures in complying with Stormwater Requirements, including specific experiences associated with discharges of sediment into receiving waters (including wetlands). A description of materially significant changes to the Stormwater Training Program, if any, shall be included in the EPA Region 4 Compliance Summary Reports.

**27. Contractor Stormwater Orientation Program**

a. By the last Day of the second full month after the Date of Entry or prior to a Listed Contractor described in Appendix J (Listed Contractors) beginning work for DHI at a Site, whichever is later, DHI shall provide the following information, to each Listed Contractor either by postal mail, electronic mail, or other electronic means, or hand delivery, and shall maintain documentation that such information has been provided:

- (1) an overview of DHI's stormwater program, including a summary of relevant Stormwater Requirements;
- (2) DHI's expectations regarding the Listed Contractor's role in compliance with Stormwater Requirements;
- (3) potential consequences to the Listed Contractor for failing to comply with Stormwater Requirements;
- (4) how to contact the Site Stormwater Compliance Representative and the Division Stormwater Compliance Representative;

(5) how to obtain additional stormwater compliance information; and

(6) the applicable “Jobsite Do & Don’t List” included in Appendix K, or a document that includes, at a minimum, the Jobsite Do & Don’t List content, which shall be provided in both English and Spanish.

b. The information described by subparagraphs 27.a(2)-(6) must also be provided by posting in a conspicuous location at the Site. Posting a dynamic URL QR code that can be read by digital devices and that links to a specific website address containing the information required by this subparagraph or a posting that directs the reader where onsite the specific information required by this subparagraph is available for review shall satisfy this posting requirement. The information in subparagraphs 27.a(1)-(6) also will be included in contracts between a Listed Contractor and DHI.

## 28. **Bidding and Contracting**

DHI’s master contracts entered into or modified (other than modifications to project-specific addenda) after the Date of Entry with Listed Contractors, Stormwater Consultants, and Stormwater Design Professionals for work at a Site shall include provisions in contracts that apply to a Site and/or in the project-specific scope of work for a Site:

a. requiring compliance with the Applicable Permit and with instructions by DHI’s Stormwater Compliance Representatives necessary to comply with Stormwater Requirements; and

b. for those master contracts with Listed Contractors, requiring the Listed Contractor to provide the “Jobsite Do & Don’t List” included in Appendix K, or to provide a document that includes, at a minimum, the Appendix K “Jobsite Do & Don’t List” content, in English and Spanish to its employees and subcontractors who will be working

at a Site.

**29. Corporate Acquisitions**

In the event that DHI acquires the business or all or substantially all of the assets of another homebuilding construction company by purchase or merger after the Date of Entry of this Consent Decree, DHI's Compliance Program obligations under Section V shall apply to the Sites within EPA Region 4 that DHI acquires as a result of the purchase or merger. DHI's obligation to comply with the Compliance Program requirements of this Consent Decree for such acquired Sites shall begin one hundred eighty (180) Days from the date of closing the purchase or merger transaction or a longer period of time if agreed to in writing by DHI and EPA in consideration of the size of the acquisition or for other good reason. If a Site so acquired by DHI after the Date of Entry of this Consent Decree already has an existing SWPPP, DHI shall not be required to comply with subparagraphs 17.b, 17.d, 17.f, and 17.i for that Site, unless otherwise required by the Applicable Permit. If construction activity has already commenced at a Site when it is acquired by DHI after the Date of Entry of this Consent Decree, DHI shall not be required to comply with the requirements of Paragraph 18 (Pre-Construction Inspection & Review) for that Site. Nothing in this Paragraph 29 shall affect any obligation of DHI to comply with the Applicable Permit at any such Sites that may be acquired by DHI after the Date of Entry.

**VI. REPORTING REQUIREMENTS**

**30. Submission of Records**

- a.** Upon the request of the United States and/or a State Plaintiff for a record, report, photograph, or document required to be created or maintained pursuant to Stormwater Requirements, DHI shall provide a copy of such record, report, photograph, or document within thirty (30) Days of receipt

of the request or a longer period of time if agreed to by the requesting party in writing, in light of the size of the request or for other good reason.

- b.** The submittal of any record, report, photograph, or document to EPA, DOJ, and/or a State Plaintiff under Paragraph 16 (Notice to EPA and State Plaintiffs of DHI List of Consent Decree Sites), Paragraph 25 (EPA Region 4 Compliance Summary Report), or in response to a request made pursuant to subparagraph 30.a above, shall be accompanied by the following certification:

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I have no personal knowledge that the information submitted is other than true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

31. Whenever any violation of this Consent Decree or Applicable Permit or any other event affecting DHI’s performance under this Consent Decree may pose an immediate threat to the public health or welfare or the environment, DHI shall notify EPA Region 4’s 24-hour emergency response hotline at (404) 562-8700 as soon as possible, but no later than 24 hours after DHI first knows of the violation or event. Nothing in this Paragraph relieves DHI of its obligation to provide the notice required by Section VIII of this Consent Decree (Force Majeure).

32. The reporting requirements of this Consent Decree do not relieve DHI of any reporting obligations required by the Act or implementing regulations, by the Applicable Permit, or by any other federal, state, or local law, regulation, permit, or other requirement.

33. Any information provided pursuant to this Consent Decree may be used by the United States and State Plaintiffs in any proceeding to enforce the provisions of this Consent Decree and as otherwise permitted by law.

## **VII. STIPULATED PENALTIES**

34. DHI shall be liable for stipulated penalties to the United States and State Plaintiffs for violations of this Consent Decree as specified below, unless excused under Section VIII (Force Majeure). A violation includes failing to perform any obligation required by the terms of this Consent Decree according to all applicable requirements of this Consent Decree and within the specified time schedules established by or approved under this Consent Decree.

35. Stipulated Penalty Amounts for Self-Reported Violations. DHI shall submit EPA Region 4 Compliance Summary Reports as required by Paragraph 25 (EPA Region 4 Compliance Summary Report) to the United States that will identify violations listed in this Paragraph. The United States may also use other information gathered by State or the United States to identify violations for which stipulated penalties may be assessed by the United States under this Paragraph 35. Except for subparagraph 35.a., stipulated penalties under this Paragraph will not begin to accrue until after the end of the second Quarterly Reporting Period. For each of the instances listed below, upon written demand of the United States, DHI shall pay stipulated penalties in the following amounts:

a. Discharge(s) of pollutants from a Site to a water of the United States prior to obtaining coverage as required under an Applicable Permit: \$2,500 per Day of such discharge(s).

b. Commencement of construction activities prior to obtaining coverage under the Applicable Permit: \$1,500 per Day per Site.

c. Failure to perform (including completion of all Corrective Actions) or, if performed, a material failure to document, a Pre-Construction Inspection & Review as required by Paragraph 18 (Pre-Construction Inspection & Review): \$2,500 per Site.

d. Failure to perform or, if performed, a material failure to document a Site Inspection as required by Paragraph 20 (Site Inspections):

<u>Percentage of Inspections Missed/Undocumented Per EPA Region 4 Reporting Period</u>	<u>Stipulated Penalty Per Period</u>		
	<u>3<sup>rd</sup> &amp; 4<sup>th</sup> QRP</u>	<u>5<sup>th</sup> - 8<sup>th</sup> QRP</u>	<u>9<sup>th</sup> - 12<sup>th</sup> QRP</u>
0.01 to 5%	0	0	0
5.01 to 8%	\$2,500	\$10,000	\$15,000
8.01 to 12%	\$6,750	\$25,000	\$30,000
12.01 to 20%	\$12,500	\$50,000	\$100,000
20.01 to 25%	\$25,000	\$100,000	\$200,000
>25%	\$62,500	\$250,000	\$500,000

e. Failure to perform or, if performed, a material failure to document a Quarterly Compliance Inspection & Review as required by Paragraph 22 (Quarterly Compliance Inspection, Review, & Evaluation):

<u>Percentage of Quarterly Compliance Inspection &amp; Reviews Undocumented Per EPA Region 4 Reporting Period</u>	<u>Stipulated Penalty</u>
For each undocumented Inspection or review from 0.01 to 5% of required inspections or reviews:	\$200
For each additional undocumented Inspection or review from 5.01 to 10% of required inspections or reviews:	\$400
For each additional undocumented Inspection or review > 10% of required inspections or reviews:	\$600

If a Quarterly Compliance Inspection & Review is missed, then the next Quarterly Compliance Inspection & Review must also include the information required by the Quarterly Compliance Inspection & Review for the missed Quarterly Reporting Period.

f. Failure to prepare a Quarterly Compliance Summary Report as required by Paragraph 24 (Quarterly Compliance Summary Report):

<u>Days</u>	<u>Stipulated Penalty</u>
1 <sup>st</sup> through 7 <sup>th</sup> Day	\$250 per Report
8 <sup>th</sup> through 30 <sup>th</sup> Day	\$500 per Report
31 <sup>st</sup> through 90 <sup>th</sup> Day	\$5,000 per Report

If a Quarterly Compliance Summary Report is missed, then the next Quarterly Compliance Summary Report must also include the information for the missed report.

g. Failure at the time of a Quarterly Compliance Inspection & Review as required by Paragraph 22 to have a Site Stormwater Compliance Representative designated for the Site that meets the requirements of subparagraph 15.a including having current required stormwater training pursuant to Paragraph 26: \$100 per inspection.

h. Failure to prepare and maintain on a daily basis a record of Action Items for each Site where the Applicable Permit requires that preparation and maintenance of a daily observation log or records of daily inspections as required by Paragraph 19 (Daily Observations):

<u>Percentage of Undocumented Daily Observation Logs or Records of Daily Observation Per EPA Region 4 Reporting Period</u>	<u>Stipulated Penalty</u>
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For each undocumented Daily Observation Log Or Record of Daily Observation from 0 to 1% of required logs or records:	0
For each undocumented Daily Observation Log Or Record of Daily Observation from 1.01 to 5% of required logs or records:	\$50
For each additional undocumented Daily Observation Log Or Record of Daily Observation from 5.01 to 10% of required logs or records:	\$100
For each additional undocumented Daily Observation Log Or Record of Daily Observation > 10% of required logs or records:	\$500

36. Stipulated Penalty Amounts for Non-Self-Reported Violations. DHI shall not be obligated to report the following violations to the United States. Except for subparagraphs 36.j. and 36.k., stipulated penalties under this Paragraph will not begin to accrue until six (6) months after the Date of Entry. For each of the instances listed below, upon written demand of the United States, DHI shall pay stipulated penalties in the following amounts:

- a. Material failure to submit the initial DHI List of Consent Decree Sites or an updated DHI List of Consent Decree Sites as required by Paragraph 16 (Notice to EPA and State Plaintiffs of DHI List of Consent Decree Sites): \$500 per Day.
- b. Failure to designate Stormwater Compliance Representatives:

(i) Failure to designate at least one Site Stormwater Compliance Representative as required by Paragraph 15 (Designation of Stormwater Compliance Representatives): \$300 per Site.

(ii) Failure to designate at least one Division Stormwater Compliance Representative as required by Paragraph 15 (Designation of Stormwater Compliance Representatives): \$200 per Site, but shall not exceed \$2,000 per vacant Division Stormwater Compliance Representative position per Division.

(iii) Failure to designate a Region Stormwater Compliance Representative as required by Paragraph 15 ((Designation of Stormwater Compliance Representatives): \$500 per Region.

(iv) Failure to designate a Corporate Stormwater Compliance Representative as required by Paragraph 15 (Designation of Stormwater Compliance Representatives): \$1,000 per person.

c. Failure to train and certify Stormwater Compliance Representatives and other DHI employees identified in and as required by subparagraph 26.a.(1) – (4) (Stormwater Training Program): \$250 per person.

d. Failure to timely provide information to each Listed Contractor as required by subparagraph 27.a (Contractor Stormwater Orientation Program) shall be subject to the following stipulated penalties: \$50 per each affected Listed Contractor.

e. Failure to comply with the contract requirements of subparagraph 27.b. or subparagraph 28.a.: \$50 per each affected Listed Contractor, Stormwater Consultant, or Stormwater Design Professional.

f. Failure to certify any submittal as required by subparagraph 30.b.: \$1,000 per violation.

g. Failure to prepare an initial SWPPP, or, if prepared, a material failure of the initial SWPPP to comply with Stormwater Requirements: \$2,500 per SWPPP.

h. At the time of a Government Inspection, failure to be in compliance with the posting requirements of subparagraphs 15.h., 17.c., 17.h., or 27.b.: \$500 per Government Inspection.

i. Failure to submit an EPA Region 4 Compliance Summary Report as required by Paragraph 25 (EPA Region 4 Compliance Summary Report):

<u>Days</u>	<u>Stipulated Penalty</u>
1 <sup>st</sup> through 14 <sup>th</sup> Days	\$250 per Day
15 <sup>th</sup> through 30 <sup>th</sup> Days	\$750 per Day
31 <sup>st</sup> Day and beyond	\$1,500 per Day

j. Failure to pay the civil penalty and any accrued interest required to be paid under Section IV (Civil Penalty), Paragraph 8 when due: \$1,000 per Day.

k. Failure to satisfactorily complete the SEP required by Section XXIII (Supplemental Environmental Project) by the deadline set forth in Appendix L: \$410,000

37. Payment of Stipulated Penalties.

a. DHI shall provide information regarding violations under Paragraph 35 (Stipulated Penalty Amounts for Self-Reported Violations) pursuant to the schedule in Paragraph 25, to the United States in the EPA Region 4 Compliance Summary Report in the form attached as Appendix G.

b. All penalties owed to the Plaintiffs under Paragraphs 35 and 36 above shall be due and payable within thirty (30) Days of DHI's receipt from EPA of a demand for payment of the penalties (on behalf of the Federal and State Plaintiffs), unless DHI invokes the procedures under Section IX (Dispute Resolution).

c. All payments of stipulated penalties shall be made in the same manner set forth and with the confirmation notices required by Paragraph 9, and, as applicable, Paragraphs 10 and 11, except that the transmittal letter shall state that the payment is for stipulated penalties and shall state for which violation(s) the penalties are being paid.

d. A State Plaintiff shall receive 50% of the stipulated penalties collected for violations of subparagraphs 36.b.(i), 36.b.(ii), 36.c., 36.g., and 36.h. that are attributable to violations occurring in that state and are discovered by a Plaintiff. A State Plaintiff shall receive 50% of the stipulated penalties collected for violations of subparagraph 35.a. that are attributable to violations occurring in that state. Stipulated penalties reported by DHI pursuant to Paragraph 35 (with the exception of subparagraph 35.a.) shall be paid in full to the United States.

38. Stipulated penalties shall accrue as provided in Paragraphs 35 and 36 above. For stipulated penalties that are assessed "per Day," penalties shall begin to accrue on the Day after performance is due or on the Day a violation occurs, whichever is applicable, and shall continue

to accrue until performance is completed or until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of the Consent Decree. Penalties shall accrue regardless of whether the United States has notified DHI of a violation, but need not be paid until a demand is made. However, if a penalty would otherwise accrue because the DHI List of Consent Decree Sites (Paragraph 16) or the Quarterly Compliance Inspection & Review (Paragraph 22) is deemed by the United States to contain a material deficiency, stipulated penalties shall not begin to accrue until the United States has notified DHI of any such deficiency.

39. The United States may, in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due it under this Consent Decree.

40. Stipulated penalties shall continue to accrue as provided in Paragraph 38, above, during any Dispute Resolution, but need not be paid until the following:

a. If the dispute is resolved by agreement of the Parties or by a decision of the United States that is not appealed to the Court, DHI shall pay accrued penalties determined to be owing, together with interest, to the United States within thirty (30) Days of the effective date of the agreement or the receipt of the United States' decision or order.

b. If the dispute is appealed to the Court and the United States prevails in whole or in part, DHI shall pay all accrued penalties determined by the Court to be owing, together with interest, within sixty (60) Days of receiving the Court's decision or order, except as provided in subparagraph c, below.

c. If any Party appeals the District Court's decision, DHI shall pay all accrued penalties determined to be owing, together with interest as provided in Paragraph 42 running from the 61<sup>st</sup> Day after the District Court's decision, within fifteen (15) Days of receiving the final appellate court decision.

d. Notwithstanding Paragraph 38, during judicial review by this Court under Section IX (Dispute Resolution) of this Consent Decree, stipulated penalties shall not accrue, during the period, if any, beginning on the 31<sup>st</sup> Day after the Court's receipt of the motion provided for by Paragraph 5 until the date that the Court issues a final decision regarding such dispute.

41. If DHI fails to pay stipulated penalties according to the terms of this Consent Decree, DHI shall be liable for interest on such penalties, as provided for in 28 U.S.C. § 1961, accruing as of the date payment became due pursuant to subparagraph 37.b. or Paragraph 40. Nothing in this Paragraph shall be construed to limit the United States or the State Plaintiffs from seeking any remedy otherwise provided by law for DHI's failure to pay any stipulated penalties.

42. The payment of penalties and interest, if any, shall not alter in any way DHI's obligation to complete the performance of the requirements of this Consent Decree.

43. Non-Exclusivity of Remedy. Stipulated penalties are not the United States' or the State Plaintiffs' exclusive remedy for violations of this Consent Decree. Subject to the provisions of Section XI (Effect of Settlement/Reservation of Rights), the United States and the State Plaintiffs expressly reserve the right to seek any other relief it deems appropriate for DHI's violation of this Consent Decree or applicable law, including but not limited to an action against DHI for statutory penalties, additional injunctive relief, mitigation or offset measures, and/or

contempt. However, the amount of any statutory penalty assessed for a violation of this Consent Decree shall be reduced by an amount equal to the amount of any stipulated penalty assessed and paid pursuant to this Consent Decree.

#### **VIII. FORCE MAJEURE**

44. “Force majeure,” for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of DHI, of any entity controlled by DHI, or of DHI’s contractors (including Stormwater Consultants, Stormwater Design Professionals, and Contractors but excluding contractors hired at the behest of a local government entity or a utility company, utility companies or their contractors), that delays or prevents the performance of any obligation under this Consent Decree despite DHI’s best efforts to fulfill the obligation. The requirement that DHI exercise “best efforts to fulfill the obligation” includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any potential force majeure event (a) as it is occurring and (b) following the potential force majeure, such that the delay and any adverse effects of the delay are minimized. “Force Majeure” does not include DHI’s financial inability to perform any obligation under this Consent Decree.

45. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a force majeure event, DHI shall provide notice to EPA Enforcement Officer Ahmad Dromgoole by telephone to 404-562-9212 or by email to [dromgoole.ahmad@epa.gov](mailto:dromgoole.ahmad@epa.gov), within 72 hours after DHI first knew that the event might cause a delay. Within seven Days thereafter, DHI shall provide in writing to EPA and to the appropriate State Plaintiff (for events in Alabama or South Carolina) an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be

taken to prevent or mitigate the delay or the effect of the delay; DHI's rationale for attributing such delay to a force majeure event if it intends to assert such a claim; and a statement as to whether, in the opinion of DHI, such event may cause or contribute to an endangerment to public health, welfare, or the environment. DHI shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude DHI from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. DHI shall be deemed to know of any circumstance of which DHI, any entity controlled by DHI, or DHI's contractors (including Stormwater Consultants, Stormwater Design Professionals, and Contractors, but excluding contractors hired at the behest of a local government entity or a utility company, utility companies or their contractors), knew or should have known.

46. If EPA, after a reasonable opportunity for review and comment by the appropriate State Plaintiff (for events in Alabama or South Carolina), agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Consent Decree that are affected by the force majeure event will be extended by EPA, after a reasonable opportunity for review and comment by the appropriate State Plaintiff, for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. EPA will notify DHI in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

47. If EPA, after a reasonable opportunity for review and comment by the appropriate State Plaintiff (for events in Alabama or South Carolina), does not agree that the delay or

anticipated delay has been or will be caused by a force majeure event, EPA will notify DHI in writing of its decision.

48. If DHI elects to invoke the dispute resolution procedures set forth in Section IX (Dispute Resolution), it shall do so no later than 15 Days after receipt of EPA's notice. In any such proceeding, DHI shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that DHI complied with the requirements of Paragraphs 44 and 45. If DHI satisfies this burden, the delay at issue shall be deemed not to be a violation by DHI of the affected obligations of this Consent Decree identified to EPA and the Court.

49. Nothing in this Section VIII shall limit or affect DHI's rights or defenses under the Applicable Permit, including its rights and defenses concerning a Force Majeure event, all of which shall be retained by DHI.

#### **IX. DISPUTE RESOLUTION**

50. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. DHI's failure to seek resolution of a dispute under this Section shall preclude DHI from raising any such issue as a defense to an action by the United States and/or State Plaintiffs to enforce any obligation of DHI arising under this Consent Decree. If a new issue arises, DHI may invoke the dispute resolution procedures of this Section to address the new issue.

51. Informal Dispute Resolution. Any dispute subject to dispute resolution under this Consent Decree shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when the Party raising the dispute sends the other Parties a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed 20 Days from the date the dispute arises, unless that period is modified by written agreement. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States (after consultation with the appropriate State Plaintiff), which the United States shall provide in writing to DHI at the conclusion of the informal dispute resolution period, shall be considered binding unless, within 30 Days after the conclusion of the informal negotiation period or the receipt of the United States position, whichever is later, DHI invokes formal dispute resolution procedures as set forth below.

52. Formal Dispute Resolution. DHI shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by sending the United States and the appropriate State Plaintiff (for events in Alabama or South Carolina) a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting DHI's position and any supporting documentation relied upon by DHI.

53. The United States, after consultation with the appropriate State Plaintiff (for events in Alabama or South Carolina), will send DHI its Statement of Position within 45 Days of receipt of DHI's Statement of Position. The United States' Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the United States. The United States' Statement of Position is

binding on DHI, unless DHI files a motion for judicial review of the dispute in accordance with Paragraph 55.

54. An administrative record of the dispute shall be maintained by EPA and shall contain all Statements of Position, including supporting documentation, submitted pursuant Paragraphs 52 and 53. Where appropriate, EPA may allow submission of supplemental statements of position by the parties to the dispute.

55. Judicial Dispute Resolution. DHI may seek judicial review of the dispute by filing with the Court and serving on the United States a motion requesting judicial resolution of the dispute. The motion must be filed within thirty (30) Days of receipt of the United States' Statement of Position pursuant to Paragraph 53. The motion shall contain a written statement of DHI's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree. The motion may not raise any issue not raised in informal dispute resolution pursuant to Paragraph 51 or in formal dispute resolution pursuant to Paragraph 52, unless the United States raised a new issue of law or fact in its Statement of Position.

56. The United States shall respond to DHI's motion within the time period allowed by the Local Rules of this Court. DHI may file a reply memorandum, to the extent permitted by the Local Rules.

57. Standard of Review

- a. Disputes Concerning Matters Accorded Record Review. Except as otherwise provided in this Consent Decree, in any dispute brought under Paragraph 52 that is accorded review on the administrative record under

applicable principles of administrative law, DHI shall have the burden of demonstrating, based on the administrative record, that the position of the United States is arbitrary and capricious or otherwise not in accordance with law. The Parties reserve the right to argue regarding the applicable standard of review and what additional evidence should be allowed beyond what is in the administrative record.

- b. Other Disputes. Except as otherwise provided in this Consent Decree, in any other dispute brought under Paragraph 52, DHI shall bear the burden of demonstrating that its position complies with this Consent Decree and better furthers the objectives of this Consent Decree.

58. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of DHI under this Consent Decree, unless and until final resolution of the dispute so provides. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first Day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 40. If DHI does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section VII (Stipulated Penalties).

#### **X. INFORMATION COLLECTION AND RETENTION**

59. The United States and their representatives, including attorneys, contractors, and consultants, and, with respect to Sites located in Alabama or South Carolina, the appropriate State Plaintiff, shall have the right of entry into any Site covered by this Consent Decree or into any offsite location where Records pertaining to a Site are located, at all reasonable times, upon presentation of credentials, to:

- a. monitor the progress of activities required under this Consent Decree;
- b. verify any data or information submitted to the United States and/or State Plaintiffs in accordance with the terms of this Consent Decree;
- c. obtain samples and, upon request, splits of any samples taken by DHI or its representatives, contractors, or consultants;
- d. obtain documentary evidence, including photographs and similar data; and
- e. assess DHI's compliance with this Consent Decree.

60. Upon request, DHI shall provide EPA and the appropriate State Plaintiff (for samples taken in Alabama or South Carolina) or their authorized representatives splits of any samples taken by DHI. Upon request, EPA and State Plaintiffs shall provide DHI splits of any samples taken by EPA or State Plaintiffs.

61. Until one year after the termination of this Consent Decree, DHI shall retain, and shall instruct its contractors (including Stormwater Consultants, Stormwater Design Professionals, and Contractors) and agents to preserve, all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the possession or control, or that come into the possession or control, of DHI or its contractors (including Stormwater Consultants, Stormwater Design Professionals, and Contractors) or agents, and that relate to DHI's performance of its obligations under this Consent Decree. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon a written request made under this Paragraph by the United States and/or the appropriate requesting State Plaintiff (for requests concerning Sites in Alabama or South Carolina), DHI shall provide copies of any documents, records, or other information required to be maintained under this Paragraph pursuant

to the procedures in Paragraph 30.a (Submission of Records). If DHI asserts that any of the requested documents, records or other information is subject to a claim of privilege, DHI shall follow the requirements in Paragraph 63.

62. At the conclusion of the information-retention period provided in Paragraph 61, DHI shall notify the United States and State Plaintiffs at least 90 Days prior to the destruction of any documents, records, or other information subject to the requirements of Paragraph 61 and, upon request made under this Paragraph, DHI shall deliver any such documents, records, or other information to EPA and/or the appropriate requesting State Plaintiff (for requests concerning Sites in Alabama or South Carolina), except any documents, records or other information that is privileged under the attorney work product doctrine, attorney-client privilege, or any other privilege recognized by federal law. If DHI asserts that any of the requested documents, records or other information is subject to a claim of privilege, DHI shall follow the requirements in Paragraph 63.

63. DHI may assert that certain documents, records, or other information requested under Paragraphs 61 or 62 is privileged under the attorney work product doctrine, attorney-client privilege, or any other privilege recognized by federal law. If DHI asserts such a privilege, it shall provide the following: (a) the title of the document, record, or information; (b) the date of the document, record, or information; (c) the name and title of each author of the document, record, or information; (d) the name and title of each addressee and recipient; (e) a description of the subject of the document, record, or information; and (f) the privilege asserted by DHI. However, no documents, records, or other information required to be created by this Consent Decree shall be withheld on grounds of privilege.

64. DHI may also assert that information required to be provided under this Section is protected as Confidential Business Information (“CBI”) under 40 C.F.R. Part 2. As to any information that DHI seeks to protect as CBI, DHI shall follow the procedures set forth in 40 C.F.R. Part 2.

65. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States and/or State Plaintiffs pursuant to applicable federal or state laws, regulations, or permits, nor does it limit or affect any duty or obligation of DHI to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

**XI. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS**

66. This Consent Decree resolves the civil claims of the United States and State Plaintiffs for the violations alleged in the Complaint filed in this action through the date of lodging.

67. The United States and State Plaintiffs reserve all legal and equitable remedies available to enforce the provisions of this Consent Decree. This Consent Decree shall not be construed to limit the rights of the United States or State Plaintiffs to obtain penalties or injunctive relief under the Act or implementing regulations, or under other federal or state laws, regulations, or permit conditions, except as expressly specified in Paragraph 66. The United States and State Plaintiffs further reserve all legal and equitable remedies to address any imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, DHI’s Sites, whether related to the violations addressed in this Consent Decree or otherwise.

68. In any subsequent administrative or judicial proceeding initiated by the United States or State Plaintiffs for injunctive relief, civil penalties, other appropriate relief relating to DHI’s Sites, DHI shall not assert, and may not maintain, any defense or claim based upon the

principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States or State Plaintiffs in the subsequent proceeding were or should have been brought in this case, except with respect to claims that have been specifically resolved pursuant to Paragraph 66.

69. Except as expressly stated herein, DHI reserves all defenses and all rights and remedies, legal and equitable, available to it in any action brought by any Plaintiff under this Consent Decree, an Applicable Permit, the Clean Water Act, or any other federal or state statutes, regulations or rules. This Consent Decree shall not be construed as a waiver of any defenses or remedies that DHI may have to any future alleged violations of an Applicable Permit, or of the federal and state laws and regulations governing an Applicable Permit.

70. This Consent Decree is not a permit, or a modification of any permit, under any federal, state, or local laws or regulations. DHI is responsible for achieving and maintaining complete compliance with all applicable federal, state, and local laws, regulations, and permits; and DHI's compliance with this Consent Decree shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. The United States and State Plaintiffs do not, by their consent to the entry of this Consent Decree, warrant or aver in any manner that DHI's compliance with any aspect of this Consent Decree will result in compliance with provisions of the Act, 33 U.S.C. § 1251 et seq., or with any other provisions of federal, state, or local laws, regulations, or permits.

71. This Consent Decree does not limit or affect the rights of DHI or of the United States or State Plaintiffs against any third parties, not party to this Consent Decree, nor does it limit the rights of third parties, not party to this Consent Decree, against DHI, except as otherwise provided by law.

72. This Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Decree.

## **XII. COSTS**

73. The Parties shall bear their own costs of this action, including attorneys' fees, except that the United States and State Plaintiffs shall be entitled to collect the costs (including attorneys' fees) incurred in any action necessary to collect any portion of the civil penalty or any stipulated penalties due but not paid by DHI.

## **XIII. NOTICES**

74. Unless otherwise specified in this Consent Decree, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and sent by mail or email addressed as follows:

As to the United States: Send to both DOJ and EPA, as listed below

As to DOJ by email (preferred): eescdcopy.enrd@usdoj.gov  
Re: DJ # 90-5-1-1-11099

As to DOJ by mail: EES Case Management Unit  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044-7611  
Re: DJ # 90-5-1-1-11099

As to EPA: Chief, Water Enforcement Branch  
Enforcement and Compliance Assurance Division  
U.S. EPA Region 4  
61 Forsyth Street, SW  
Atlanta, GA 30303

Chief, Water Law Office  
Office of Regional Counsel  
U.S. EPA Region 4  
61 Forsyth Street, SW

Atlanta, GA 30303

Director, Water Enforcement Division  
U.S. EPA OECA  
Mail Code 2243A  
Room 3102  
1200 Pennsylvania Avenue, NW  
Washington, DC 20460

As to Alabama:

Office of General Counsel  
Alabama Department of Environmental  
Management  
PO Box 301463  
Montgomery, AL 36130-1463

Chief, Field Operations Division  
Alabama Department of Environmental  
Management  
PO Box 301463  
Montgomery, AL 36130-1463

Chief, Birmingham Branch  
Alabama Department of Environmental  
Management  
PO Box 301463  
Montgomery, AL 36130-1463

As to DHEC:

SCDHEC  
Office of General Counsel  
2600 Bull Street  
Columbia, SC 29201

As to DHI:

Stephan Perison  
Senior Vice President & Legal Counsel  
D.R. Horton, Inc.  
1341 Horton Circle  
Arlington, TX 76011

75. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above.

76. Notices submitted pursuant to this Section shall be deemed submitted upon mailing or transmission by email, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing.

**XIV. EFFECTIVE DATE**

77. The Effective Date of this Consent Decree shall be the Date of Entry.

**XV. RETENTION OF JURISDICTION**

78. The Court shall retain jurisdiction over this case until termination of this Consent Decree, for the purpose of resolving disputes arising under this Consent Decree or entering orders modifying this Consent Decree, pursuant to Sections IX and XVI, or effectuating or enforcing compliance with the terms of this Consent Decree.

**XVI. MODIFICATION**

79. Except for modifications to Appendix K and modifications to Appendices B, C, D, and E that are necessary to reflect state-specific requirements, the terms of this Consent Decree, including any attached appendices, may be modified only by a subsequent written agreement signed by all the Parties. Where the modification constitutes a material change to this Consent Decree, it shall be effective only upon approval by the Court.

80. Any disputes concerning modification of this Consent Decree shall be resolved pursuant to Section IX (Dispute Resolution), provided, however, that, instead of the burden of proof provided by Paragraph 1, the Party seeking the modification bears the burden of demonstrating that it is entitled to the requested modification in accordance with Federal Rule of Civil Procedure 60(b).

## **XVII. TERMINATION**

81. The following conditions ("Conditions of Termination") are the exclusive conditions for termination of this Consent Decree and all of DHI's obligations hereunder. This Consent Decree shall terminate under the procedures set forth in this Section when these Conditions of Termination have been met:

- a. the passing of three years since the Date of Entry ("the Third Anniversary");
- b. DHI has paid all civil penalties and related interest due under this Consent Decree;
- c. DHI has paid all stipulated penalties and related interest demanded through the Third Anniversary by the United States under Paragraph 37, excluding any stipulated penalties or interest that are subject to Dispute Resolution, as to which this Court shall retain jurisdiction under Paragraph 84, below;
- d. DHI has established and implemented a management system designed to fulfill its obligations under Paragraphs 14, 15, 17, 18, 19, 20, 21, 22, 23, 24;
- e. DHI has established and implemented a Stormwater Training Program and a Contractor Stormwater Orientation Program designed to fulfill its obligations under Paragraphs 26, 27, 28;
- f. DHI has submitted all DHI List of Consent Decree Sites

- required by Paragraph 16 as of the Third Anniversary;
- g. DHI has acquired or applied for coverage under an Applicable Permit for all Sites existing as of the Third Anniversary;
  - h. DHI has completed the SEP and submitted the SEP Completion Report required by Paragraph 94; and
  - i. DHI has submitted all EPA Region 4 Compliance Summary Reports required by Paragraph 25, including the EPA Region 4 Compliance Summary Report submitted following the Third Anniversary.

82. The following procedures for terminating this Consent Decree shall govern (and the Parties intend that this process shall be resolved at the earliest possible time):

- a. Any time subsequent to the date forty-five (45) days prior to the Third Anniversary, DHI may submit to the United States a proposed motion to terminate the Consent Decree ("Proposed Motion"). The Proposed Motion shall include a draft certification, that meets the requirements of 40 C.F.R. § 122.22, that DHI has fulfilled the Conditions of Termination. Following receipt by the United States of the DHI's Proposed Motion, DHI and the United States shall confer informally concerning the proposal and any disagreement that these parties may have as to whether DHI has met the Conditions of Termination.

b. No sooner than forty-five (45) days after delivery of the Proposed Motion to the United States, DHI may file a motion to terminate this Consent Decree. This motion shall contain a final certification, that meets the requirements of 40 C.F.R. § 122.22, that DHI has fulfilled the Conditions of Termination as of the date of the filing of the motion.

(i) If the United States, after consultation with the State Plaintiffs, agrees that the Conditions of Termination have been met, it shall join in the motion to terminate. In that event, the Court shall enter an order terminating this Consent Decree effective as of the filing of said motion.

(ii) If the United States, after consultation with the State Plaintiffs, does not agree that the Conditions of Termination have been met, it shall serve its opposition to the motion in accordance with the local rules of the Court. DHI may reply in accordance with the local rules of the Court. If the Court finds based upon the preponderance of the evidence that DHI has met the Conditions of Termination, it shall order this Consent Decree terminated effective as of the date of filing the motion to terminate.

(iii) If the United States neither joins in the motion to terminate nor files a timely opposition, upon DHI's request the Court shall enter an order terminating the Consent Decree effective as of the date of filing the motion to terminate.

83. If the initial motion to terminate is denied by the Court, one or more renewed motion(s) to terminate may be filed. The Court shall decide a renewed motion to terminate based on the Conditions of Termination set forth in Paragraph 81, reviewed for fulfilling the requirements as of the Third Anniversary date, except that if the Court has previously found

that conditions 81.d. (management systems) and 81.e. (training and orientation programs) had not been met, then DHI's compliance with such unmet conditions shall be determined as of the date of filing of the renewed motion. If DHI has met the Conditions of Termination, the Court shall order this Consent Decree terminated effective as of the date of filing of the renewed motion.

84. After the Consent Decree has been terminated in accordance with Paragraphs 81-83, this Court shall retain jurisdiction over this Consent Decree only for the following purposes:

a. to resolve any dispute concerning unresolved matters subject to dispute resolution pursuant to Section IX (Dispute Resolution);

b. to resolve any enforcement action pending on the termination date under this Consent Decree; and

c. to resolve any outstanding stipulated penalties demanded and owing based on the EPA Region 4 Compliance Summary Report submitted following the Third Anniversary,

provided that this Paragraph applies only to matters arising prior to termination: it does not authorize the reopening of this Consent Decree or any extension of the compliance program imposed by this Consent Decree.

#### **XVIII. PUBLIC PARTICIPATION**

85. This Consent Decree shall be lodged with the Court for a period of not less than 30 Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate,

improper, or inadequate. Defendants consent to entry of this Consent Decree without further notice and agree not to withdraw from or oppose entry of this Consent Decree by the Court or to challenge any provision of the Consent Decree, unless the United States has notified Defendants in writing that it no longer supports entry of the Consent Decree.

**XIX. SIGNATORIES/SERVICE**

86. Each undersigned representative of Defendants and State Plaintiffs and the Deputy Section Chief of the Environmental Enforcement Section of the Environment and Natural Resources Division of the Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party he or she represents to this document.

87. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. Defendants agree to accept service of process by mail with respect to all matters arising under or relating to this Consent Decree and to waive the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons. Defendants need not file an answer to the Complaint unless or until the Court expressly declines to enter this Consent Decree, in which case Defendants' answer shall be due 30 Days following the Court's order.

**XX. INTEGRATION**

88. This Consent Decree constitutes the entire agreement among the Parties regarding the subject matter of the Consent Decree and supersedes all prior representations, agreements and understandings, whether oral or written, concerning the subject matter of the Consent Decree herein.

**XXI. HEADINGS**

89. Headings to the Sections and Paragraphs of this Consent Decree are provided for convenience and do not affect the meaning or interpretation of the provisions of this Consent Decree.

**XXII. 26 U.S.C. SECTION 162(f)(2)(A)(ii) IDENTIFICATION**

90. For purposes of the identification requirement in Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), and 26 C.F.R. § 162-21(b)(2), performance of Section V (DHI's Compliance Program) and Paragraphs 30-31 and 59-62 is restitution, remediation, or required to come into compliance with the law.

**XXIII. SUPPLEMENTAL ENVIRONMENTAL PROJECT**

91. DHI shall implement the Wright Farms Water Quality Improvement Supplemental Environmental Project (the "SEP") as set forth in this Section and in Appendix L of this Consent Decree. The SEP shall be completed according to the schedule set forth in Appendix L.

92. The SEP shall be implemented to reduce pollutant loads in stormwater runoff by increasing stormwater infiltration through the installation of green infrastructure practices, to be described in the Final Project Design, such as: wet meadow/native planting areas; bioswales; and permeable pavers to further enhance stormwater infiltration and absorption as well as encourage the native ecologic system.

93. The SEP shall include: the physical work to perform and to implement the Site Assessment and Final Project Design including, but not limited to, surveying, geotechnical soils analysis, engineering and design, applicable permitting, construction, and project management. Each element shall be completed in accordance with the schedule set forth in Appendix L.

94. DHI is responsible for the satisfactory completion of the SEP in accordance with the requirements of this Consent Decree and Appendix L. DHI may use contractors and/or consultants in planning and implementing the SEP. Satisfactory completion will be when DHI has fully implemented the SEP in accordance with this Section and Appendix L and spent at least \$400,000.

95. With regard to the SEP and by signing this Decree, DHI certifies the truth and accuracy of each of the following to the best of DHI's knowledge and belief:

- a. that all cost information provided to Federal Plaintiff in connection with Federal Plaintiff's approval of the SEP is complete and accurate, and that DHI in good faith estimates that the cost to implement the SEP is at least \$400,000, at least 75% of which will go toward the construction of the SEP project;
- b. that, as of the date of executing this Consent Decree, DHI is not required to perform or develop the SEP by any federal, state, or local law or regulation and is not required to perform or develop the SEP by agreement, grant, or as injunctive relief awarded in any other action in any forum;
- c. that the SEP is not a project that DHI was planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this Consent Decree;
- d. that DHI has not received and will not receive credit for the SEP in any other enforcement action;
- e. that DHI will not receive any reimbursement for any portion of

the SEP from any other person; and

- f. that DHI is not a party to any open federal financial assistance transaction that is funding or could fund the same activity as the SEP, where the term “open federal financial assistance transaction” refers to a grant, cooperative agreement, loan, federally-guaranteed loan guarantee, or other mechanism for providing federal financial assistance whose performance period has not yet expired..

96. DHI shall provide SEP Planning Reports to the Federal Plaintiff in accordance with the schedule set forth in Appendix L and the provisions of Section XIII (Notices). Each SEP Planning Report shall describe DHI's progress during the six month period preceding each Report. Each SEP Planning Report shall include:

- a. the progress made towards completing Site Assessments and Final Project Designs;
- b. any problems encountered and solutions reached; and
- c. the steps anticipated to be taken in order to complete Final Project Design, if any.

The Final SEP Planning Report shall contain the completed Site Assessment and the Final Project Designs. Obligations under this paragraph shall cease upon submission of the first SEP Progress Report described in Paragraph 97 below.

97. DHI shall provide quarterly SEP Progress Reports to the Federal Plaintiff in accordance with the schedule set forth in Appendix L and the provisions of Section XIII (Notices). Each quarterly SEP Progress Report shall describe DHI's progress during the

three month period preceding each Report. Specifically, each Progress Report shall describe:

- a. the work DHI undertook on the SEP;
- b. the progress made towards completing the SEP in Appendix L;
- c. the costs expended to date to implement the SEP;
- d. any problems encountered and solutions reached; and
- e. the steps anticipated to be taken during the next quarter.

Obligations under this paragraph shall cease upon submission of the SEP Completion Report described in Paragraph 98 below.

98. DHI shall submit a SEP Completion Report to the Federal Plaintiff in accordance with the schedule set out in Appendix L and the provisions of Section XIII (Notices). The SEP Completion Report shall contain the following information:

- a. a detailed description of the work undertaken for the SEP identified in Appendix L and described in the SEP Planning and Progress Reports;
- b. a description of any problems encountered in completing the SEP and the solutions thereto;
- c. an itemized list of all eligible SEP costs expended to implement the SEP;
- d. certification that the SEP has been fully implemented pursuant to the provisions of this Consent Decree and Appendix L; and
- e. a description of the environmental and public health benefits resulting from implementation of the SEP (with a

quantification of the benefits and pollutant reductions, if feasible).

99. The Federal Plaintiff may request information in addition to that described in the preceding Paragraphs 96-98, in order to evaluate the adequacy of DHI's completion of the SEP and DHI shall provide such information consistent with Paragraph 30 (Submission of Records).

100. After receiving the SEP Completion Report, the United States will notify Defendant whether or not Defendant has satisfactorily completed the SEP. If Defendant has not completed the SEP in accordance with this Consent Decree, stipulated penalties may be assessed under Section VIII.

101. Disputes concerning the design of the SEP or satisfactory performance and/or satisfactory completion of the SEP (including disputes about whether stipulated penalties are due) and the amount of eligible SEP costs may be resolved under Section IX of this Decree (Dispute Resolution). No other disputes arising under this Section shall be subject to Dispute Resolution.

102. Each submission required under this Section shall be submitted pursuant to Paragraph 30 (Submission of Records) including the certification therein.

103. Any public statement, oral or written, in print, film, or other media, made by DHI making reference to the SEP under this Decree shall include the following language: "This project was undertaken in connection with the settlement of an enforcement action, United States et al. v. D.R. Horton, Inc. and D.R. Horton, Inc. – Birmingham, taken on behalf of the U.S. Environmental Protection Agency under the Clean Water Act."

104. For federal income tax purposes, DHI agrees that it will neither capitalize into

inventory or basis nor deduct any costs or expenditures incurred in performing the SEP.

**XXIV. APPENDICES**

105. The following Appendices are attached to and part of this Consent Decree:

“Appendix A” is the DHI List of Consent Decree Sites

“Appendix B” is the Pre-Construction Inspection & Review Form

“Appendix C” is the Site Inspection Report

“Appendix D” is the Quarterly Compliance Inspection, Review, & Evaluation Form

“Appendix E” is the Corporate Compliance Inspection, Review, & Evaluation Form

“Appendix F” is the Quarterly Compliance Summary Report

“Appendix G” is the EPA Region 4 Compliance Summary Report Form

“Appendix H” is the Stormwater Training Program – Description and Syllabus

“Appendix I” is the Stormwater Training Program – Required Positions

“Appendix J” is the Listed Contractors

“Appendix K” is the Jobsite Do & Don’t List

“Appendix L” is the Supplemental Environmental Project – Wright Farms Water Quality Improvement Project

**XXV. FINAL JUDGMENT**

106. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States, State Plaintiffs, and Defendants.

Dated and entered this \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
UNITED STATES DISTRICT JUDGE

FOR THE UNITED STATES OF AMERICA:

A handwritten signature in black ink, appearing to read "S O'R", with a small "S" in a circle to the left of the first letter.

4/1/24

STEVEN O'ROURKE

Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
Steve.orourke@usdoj.gov  
(202) 524-2779  
150 M Street, N.E. Washington D.C. 20002

FOR US EPA, Region IV



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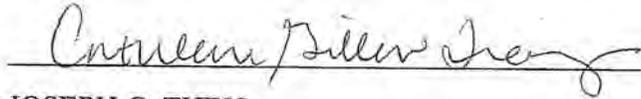
LEIF PALMER  
Regional Counsel  
U.S. Environmental Protection Agency  
Region 4  
61 Forsyth Street, S.W.  
Atlanta, Georgia 30303-8960  
(404) 562-9542  
palmer.leif@epa.gov

**Signature Page to Consent Decree in *United States, et al v. D.R. Horton Inc., et al.***

**FOR PLAINTIFF THE UNITED STATES OF AMERICA, et al (continued):**

FOR THE UNITED STATES ENVIRONMENTAL  
PROTECTION AGENCY:

Date: March 29, 2024

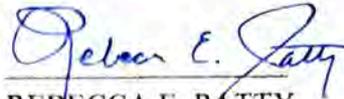


*for* JOSEPH G. THEIS  
Acting Division Director  
Water Enforcement Division  
Office of Civil Enforcement  
Office of Enforcement and Compliance Assurance  
United States Environmental Protection Agency

KELLY ANN KACZKA BRANTNER  
Attorney-Advisor  
Water Enforcement Division  
Office of Civil Enforcement  
Office of Enforcement and Compliance Assurance  
United States Environmental Protection Agency

FOR THE STATE OF ALABAMA:

STEVE MARSHALL  
Alabama Attorney General



REBECCA E. PATTY  
Assistant Attorney General and Associate General  
Counsel  
Alabama Bar. No. 5296Y61R  
Alabama Department of Environmental Management  
Post Office Box 301463  
Montgomery, AL 36110  
Telephone: (334) 272-7855  
E-mail: rep@adem.alabama.gov

FOR SOUTH CAROLINA DHEC:



/s/ Sara V. Martinez

SARA V. MARTINEZ

Chief Counsel for Environmental Affairs

S.C. Dept. of Health & Environmental Control

2600 Bull Street, Columbia, SC 29201

office: (803) 898-0288

[martinsv@dhec.sc.gov](mailto:martinsv@dhec.sc.gov)

FOR D.R. HORTON, INC.:

1/4/2024  
Date

*Stephan Perison*  
Stephan Perison  
Senior Vice President and Litigation Counsel

FOR D.R. HORTON, INC. - BIRMINGHAM:

1/4/2024  
Date

*Stephan Perison*  
Stephan Perison  
Senior Vice President and Litigation Counsel





### PCIR Corrective Action Log

<b>Date</b>		<b>Site</b>		<b>Division</b>	
<b>Permittee</b>					

Action Item #	Location and Corrective Action	Date Identified	Date Completed	Initials
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

The Stormwater Compliance Representative for the Site or Division must review and sign this form after: (i) Corrective Action(s) have been completed for all Action Item(s), if any, identified in this form; and (ii) the completion date of each Corrective Action has been recorded in the Corrective Action Date column of this form. Do not commence construction activities at the Site until this form has been signed. With the exception of the installation, repair, or replacement of stormwater management facilities or other BMPs that involve significant soil disturbance, the term "construction activities" used in this form does not apply to activities which may commence prior to the PCIR, such as: geotechnical investigations, surveying, installing signage, environmental testing, or the initial installation, repair, or replacement of BMPs.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I have no personal knowledge that the information submitted is other than true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

<b>Signature* of Division or Site Stormwater Compliance Representative</b>		<b>Date</b>	
----------------------------------------------------------------------------	--	-------------	--

<b>Inspector Name</b>		<b>Title</b>	
<b>Inspector Certification (if applicable)</b>	_____ # _____	<b>Signature of Inspector*</b>	_____

**Comments:**

*\* If signed electronically, a real-time date stamp must be utilized. Please note that this form must be kept with the SWPPP.*



**Appendix C  
Site Inspection Report**

010124

<b>Site</b>		<b>Permittee</b>		<b>Division</b>	
<b>NPDES Permit</b>		<b>City or County</b>		<b>State</b>	
<b>Division Stormwater Compliance Representative (DSCR)</b>					
<b>Site Stormwater Compliance Representative (SSCR)</b>					
<b>Date &amp; Time</b>		<b>Inspected By</b>		<b>Company</b>	
<b>Weather at Time of Inspection</b>	<input type="checkbox"/> Dry <input type="checkbox"/> Rain <input type="checkbox"/> Mixed Precipitation <input type="checkbox"/> Snow                    Other _____				

<b>Permit Coverage</b>	Yes	No	N/A*	Action Item #
1. Is the request for coverage and NPDES permit on-Site or readily available as required by the Applicable Permit?	<input type="checkbox"/>	<input type="checkbox"/>		_____
2. Is contact information for the Site and Division Stormwater Compliance Representatives clearly posted in an obvious location (such as the Site entrance or active Site area)?	<input type="checkbox"/>	<input type="checkbox"/>		_____
3. Is the SWPPP on-Site or readily available as required by the Applicable Permit?	<input type="checkbox"/>	<input type="checkbox"/>		_____
4. Is SWPPP documentation accurate and current including land or lot ownership, permitted limits of construction, inactive, and active areas as required by the Consent Decree or Applicable Permit?	<input type="checkbox"/>	<input type="checkbox"/>		_____
5. Is other required documentation (such as land and lot ownership, stabilization, corrective action, and daily observation logs) on-Site or readily available as required by the Consent Decree or Applicable Permit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
6. Does the SWPPP document all stormwater outfalls and receiving waters, as required by the Applicable Permit?	<input type="checkbox"/>	<input type="checkbox"/>		_____
7. Are all Best Management Practices (BMPs) installed on-Site documented in the SWPPP?	<input type="checkbox"/>	<input type="checkbox"/>		_____
8. Are all Best Management Practices (BMPs) described in the SWPPP installed as applicable to current Site conditions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
9. Is the Site Inspection Report for the preceding Site Inspection signed/certified by the Site Stormwater Compliance Representative?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
10. Have all Action Items identified in the preceding Site Inspection been addressed within the time frame required by the Applicable Permit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
11. Since the last inspection, has the Site received written notice(s) of noncompliance or violation as a result of a regulatory inspection? If yes, retain a copy(ies) with the SWPPP.	<input type="checkbox"/>	<input type="checkbox"/>		
<b>Stormwater Management Facilities (including Basins), Outfalls, and Discharges</b>	Yes	No	N/A	Action Item #
12. Are all stormwater management facilities identified in the SWPPP correctly installed, maintained, and functional? List all stormwater management facilities and inspect per the SWPPP.				
Stormwater Management Facility _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Stormwater Management Facility _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Stormwater Management Facility _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Stormwater Management Facility _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
13. Are all outfalls included in the SWPPP correctly installed, maintained, and functional? List all outfalls and inspect each outfall per the SWPPP, including the immediate area around the outfall.				
Outfall _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Outfall _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Outfall _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Outfall _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

14. Since the last inspection, has a visible amount of sediment been discharged beyond the permitted limits of disturbance that has not been addressed?	<input type="checkbox"/>	<input type="checkbox"/>		_____
15. Since the last inspection, has a visible amount of sediment been discharged into receiving waters, including wetlands, that has not been addressed?	<input type="checkbox"/>	<input type="checkbox"/>		_____
<b>Erosion, Sediment, and Pollution Control BMPs</b>				
16. Are construction entrances/exits correctly installed, maintained and functional?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
17. Are tracking and sediment accumulations observed on paved surfaces (such as roads, gutters, and parking lots) minimized, and no action is needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
18. Are perimeter sediment control BMPs (such as Site perimeter silt fence and curbside filter rolls) correctly installed, maintained and functional?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
19. Are BMPs in areas of concentrated flow (such as armoring, rock check dams and outlet protection) correctly installed, maintained and functional?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
20. Are inlet protections correctly installed, maintained and functional?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
21. Are washout facilities (such as concrete, paint, and stucco) correctly installed, maintained and functional?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
22. Are inactive areas of disturbance stabilized within the required time frame(s)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
23. Are stockpiles protected and/or stabilized as described by the SWPPP and within the required time frame(s)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
24. Are portable toilets located correctly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
25. Are trash, construction debris, and potential stormwater pollutant materials managed correctly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
26. Are other BMPs (such as dewatering sediment controls, dust control, sediment traps, seep berms, and surface roughening) identified in the SWPPP correctly installed, maintained and functional?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
<b>Notes:</b>				

\* Note the reason for any N/A response.

<b>Inspector</b>	_____	<b>Title</b>	_____	<b>Date</b>	_____
<b>Inspector Certification</b> (if applicable)	_____ # _____	<b>Signature of Inspector</b>	_____		

If a Designee conducts an inspection, the Site Stormwater Compliance Representative, or the Division Stormwater Compliance Representative if the Site Stormwater Compliance Representative is unavailable, must review and sign the completed Site Inspection Report within two (2) Business Days of a Designee's signature, a task that may not be delegated.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I have no personal knowledge that the information submitted is other than true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

<b>Site Stormwater Compliance Representative</b>	_____			
<b>Signature* of Site Stormwater Compliance Representative</b>	_____	<b>Date</b>	_____	
<b>Signature** of Division Stormwater Compliance Representative</b>	_____	<b>Date</b>	_____	

\* If signed electronically, a real-time date stamp must be utilized. Please note that this form must be kept with the SWPPP.

\*\* If the Site Stormwater Compliance Representative is unavailable, the Division Stormwater Compliance Representative may sign.





## Appendix D Quarterly Compliance Inspection, Review, & Evaluation Form

010124

**Instructions for Use**

1. The Quarterly Compliance Inspection & Review (QCIR) shall not be conducted by a person who conducted a Site Inspection in the three months prior to the date of the QCIR field inspection.
2. QCIR (field inspection and paperwork review) must be completed and signed by the Division Stormwater Compliance Representative and, if present, the Site Stormwater Compliance Representative(s) within 14-days of the field inspection.
3. All Action Items identified in the QCIR must be completed and closed within the time frame required by the Applicable Permit.
4. Within 21-days of the field inspection, QCIR must be evaluated and signed by the Division and Site Stormwater Compliance Representatives. The 21-day evaluation and signature may not be completed until all Action Items identified in the QCIR or evaluation have been closed. **This task may not be delegated.**
5. All fields, including all questions, are required.
6. All answers of "N/A" require a corresponding comment offering explanation.

<b>Site</b>		<b>Permittee</b>		<b>Division</b>	
<b>NPDES Permit</b>		<b>City or County</b>		<b>State</b>	
<b>Division Stormwater Compliance Representative (DSCR)</b>					
<b>Site Stormwater Compliance Representative (SSCR)</b>					
<b>Date &amp; Time</b>		<b>Inspected By (stormwater role) *</b>		<b>Company</b>	
<b>Weather at Time of Inspection</b>	<input type="checkbox"/> Dry <input type="checkbox"/> Rain <input type="checkbox"/> Mixed Precipitation <input type="checkbox"/> Snow                    Other _____				

\*Division Stormwater Compliance Representative (DSCR) or designated Stormwater Consultant

Performance Criteria - Administrative Requirements	Yes	No	N/A**	Action Item #
1. Is the request for coverage and NPDES permit on-Site or readily available as required by the Applicable Permit?	<input type="checkbox"/>	<input type="checkbox"/>		_____
2. Is contact information for the Site and Division Stormwater Compliance Representatives clearly posted in an obvious location (such as the Site entrance or active Site area)?	<input type="checkbox"/>	<input type="checkbox"/>		_____
3. Is the SWPPP on-Site or readily available as required by the Applicable Permit?	<input type="checkbox"/>	<input type="checkbox"/>		_____
4. Is SWPPP documentation accurate and current including land or lot ownership, permitted limits of construction, inactive, and active areas as required by the Consent Decree or Applicable Permit?	<input type="checkbox"/>	<input type="checkbox"/>		_____
5. Is other required documentation (such as land and lot ownership, stabilization, corrective action, and daily observation logs) on-Site or readily available as required by the Consent Decree or Applicable Permit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
6. Does the SWPPP document all stormwater outfalls and receiving waters, as required by the Applicable Permit?	<input type="checkbox"/>	<input type="checkbox"/>		_____
7. Are all Best Management Practices (BMPs) installed on-Site documented in the SWPPP?	<input type="checkbox"/>	<input type="checkbox"/>		_____
8. Are all Best Management Practices (BMPs) described in the SWPPP installed as applicable to current Site conditions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
9. Is the Site Inspection Report for the preceding Site Inspection signed/certified by the Site Stormwater Compliance Representative?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
10. Have all Action Items identified in the preceding Site Inspection been addressed within the time frame required by the Applicable Permit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
11. Since the last inspection, has the Site received written notice(s) of noncompliance or violation as a result of a regulatory inspection? If yes, retain a copy(ies) with the SWPPP.	<input type="checkbox"/>	<input type="checkbox"/>		

<b>Performance Criteria - Stormwater Management Facilities (including Basins), Outfalls, &amp; Discharges</b>	<b>Yes</b>	<b>No</b>	<b>N/A**</b>	<b>Action Item #</b>
12. Are all stormwater management facilities identified in the SWPPP correctly installed, maintained, and functional? List all stormwater management facilities and inspect per the SWPPP.				
Stormwater Management Facility _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Stormwater Management Facility _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Stormwater Management Facility _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Stormwater Management Facility _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
13. Are all outfalls included in the SWPPP correctly installed, maintained, and functional? List all outfalls and inspect each outfall per the SWPPP, including the immediate area around the outfall.				
Outfall _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Outfall _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Outfall _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
14. Since the last inspection, has a visible amount of sediment been discharged beyond the permitted limits of disturbance that has not been addressed?	<input type="checkbox"/>	<input type="checkbox"/>		_____
15. Since the last inspection, has a visible amount of sediment been discharged into receiving waters, including wetlands, that has not been addressed?	<input type="checkbox"/>	<input type="checkbox"/>		_____
<b>Performance Criteria – Erosion, Sediment and Pollution Control BMPs</b>	<b>Yes</b>	<b>No</b>	<b>N/A**</b>	<b>Action Item #</b>
16. Are construction entrances/exits correctly installed, maintained and functional?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
17. Are tracking and sediment accumulations observed on paved surfaces (such as roads, gutters, and parking lots) minimized, and no action is needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
18. Are perimeter sediment control BMPs (such as Site perimeter silt fence and curbside filter rolls) correctly installed, maintained and functional?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
19. Are BMPs in areas of concentrated flow (such as armoring, rock check dams and outlet protection) correctly installed, maintained and functional?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
20. Are inlet protections correctly installed, maintained and functional?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
21. Are washout facilities (such as concrete, paint, and stucco) correctly installed, maintained and functional?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
22. Are inactive areas of disturbance stabilized within the required time frame(s)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
23. Are stockpiles protected and/or stabilized as described by the SWPPP and within the required time frame(s)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
24. Are portable toilets located correctly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
25. Are trash, construction debris, and potential stormwater pollutant materials managed correctly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
26. Are other BMPs (such as dewatering sediment controls, dust control, sediment traps, seep berms and surface roughening) identified in the SWPPP correctly installed, maintained and functional?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
27. Do all sediment basins owned by DHI appear to be properly sized, designed, constructed, and maintained per the Applicable Permit or an Authorized State's design standards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

Performance Criteria - Previous 3-Months	Yes	No	N/A*	Action Item #
28. If required by the Consent Decree, was a Pre-Construction Inspection and Review performed prior to commencement of construction or land disturbance/land development?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
29. If this Site was selected for a Quarterly Compliance Inspection & Review (QCIR) in the previous Quarterly Reporting Period (QRP), was the QCIR performed during the previous QRP?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
30. (Previous 3-Months) Did the Site have coverage under the Applicable Permit prior to commencement of construction activity? Record days late _____	<input type="checkbox"/>	<input type="checkbox"/>		
<p>31a. (Previous 3-Months) Total number of required (routine and qualifying event) signed Site Inspection Forms _____. Were all Site Inspection Forms signed by a Site Stormwater Compliance Representative? Record total number missed _____.</p> <p>31a.1. Inspections missed / performed past the Applicable Permit required time frame ____ +</p> <p>31a.2. Not signed or signed later than two Business Days ____ +</p> <p>31a.3. Signed by an SSCR not properly designated to the Site ____ =</p> <p style="text-align: center;"><b>total number missed _____</b></p> <p style="text-align: center;"><i>**data should only be entered in one category to avoid double counting**</i></p>	<input type="checkbox"/>	<input type="checkbox"/>		
<p>31b. (Previous 3-Months) Total number of required (routine and qualifying event) signed Site Inspection Forms _____. Were all Site Inspection Forms signed by a DHI Stormwater Compliance Representative who is current with Stormwater Compliance Representative Training under the DHI Stormwater Training Program? Record total number missed _____</p> <p>31.b.1 Signed by SSCR not current with DHI SCR training = total number missed _____</p>	<input type="checkbox"/>	<input type="checkbox"/>		
32. (Previous 3-Months) Total number of required (routine and qualifying event) Site Inspections _____. Were all Site Inspections conducted per the time frames required by the Applicable Permit? Record total number missed _____	<input type="checkbox"/>	<input type="checkbox"/>		
33. (Previous 3-Months) Are all Action Items noted in Site Inspections and all corresponding Corrective Actions recorded on Corrective Action Logs as required by the Consent Decree and/or Applicable Permit? List any overall concerns _____, and Site Inspection dates of interest. _____	<input type="checkbox"/>	<input type="checkbox"/>		_____
34. (Previous 3-Months) If any BMPs have been determined to be insufficient for their intended use (such as ineffective or repeat BMP failures noted in Site Inspections) has the finding been addressed adequately on-Site and in the SWPPP? Describe any overall concerns _____, and Site Inspection dates of interest. _____	<input type="checkbox"/>	<input type="checkbox"/>		_____
35. (Previous 3-Months) Total number of Action Items _____. Are all Action Items identified in Site Inspections being addressed within the time frames required by the Applicable Permit? Record total number missed _____	<input type="checkbox"/>	<input type="checkbox"/>		
36. (Previous 3-Months) Are precipitation events being recorded and records being maintained in accordance with the SWPPP?	<input type="checkbox"/>	<input type="checkbox"/>		_____
37. (Previous 3-Months) Have Site Inspections identified any incident(s) of sediment discharged beyond the permitted limits of disturbance? If any, record date(s) of discharge(s) _____ and describe. _____	<input type="checkbox"/>	<input type="checkbox"/>		
38. (Previous 3-Months) Have Site Inspections identified any incident(s) of sediment discharged into receiving waters, including wetlands? If any, record date(s) of discharge(s) _____ and describe. _____	<input type="checkbox"/>	<input type="checkbox"/>		
39. (Previous 3-Months) Are there any incidents of sediment discharged to either receiving waters (including wetlands) or beyond the permitted limits of disturbance, including discharges identified by a regulatory agency, that have not been properly identified in Site Inspection Reports?	<input type="checkbox"/>	<input type="checkbox"/>		
40. (Previous 3-Months) Has DHI properly notified the Permitting Authority and responded to incidents of visible sediment deposition in receiving waters (including wetlands) as a result of DHI construction activity? If any, record all incidents and describe (such as the date of discovery, type of discharge, description of potentially impacted area, and description of response)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

\* Note the reason for any N/A response.

The Quarterly Compliance, Inspection, Review, & Evaluation Form must be completed and signed by the Division Stormwater Compliance Representative, and if present the Site Stormwater Compliance Representative(s) within fourteen (14) days of conducting the Quarterly Compliance Inspection & Review.

<b>Insp. *</b>	<i>* Check the box indicating who performed the QCIR (Division SCR or delegated Stormwater Consultant)</i>					
<input type="checkbox"/>	<b>Stormwater Consultant</b>	_____	<b>Signature</b>	_____	<b>Date</b>	_____
<input type="checkbox"/>	<b>Division Stormwater Compliance Representative</b>	_____	<b>Signature</b>	_____	<b>Date</b>	_____

Within twenty-one (21) Days of the Quarterly Compliance Inspection & Review, the Division Stormwater Compliance Representative shall evaluate all completed Quarterly Compliance, Inspection, Review, & Evaluation Forms for the Site. Following such evaluation, the Division Stormwater Compliance Representative and Site Stormwater Compliance Representative(s) shall discuss the performance of the Site and determine what appropriate management steps are necessary to ensure compliance with Stormwater Requirements at the Site. The Division Stormwater Compliance Representative and Site Stormwater Compliance Representative(s) shall sign by Electronic Signature or in hard copy, the Quarterly Compliance Inspection, Review, & Evaluation Form for the Site within twenty-one (21) Days of the Quarterly Compliance Inspection & Review. **This task may not be delegated.**

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I have no personal knowledge that the information submitted is other than true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

<b>Division Stormwater Compliance Representative</b>	_____	<b>Signature</b>	_____	<b>Date</b>	_____
<b>Site Stormwater Compliance Representative</b>	_____	<b>Signature</b>	_____	<b>Date</b>	_____

*\* If signed electronically, a real-time date stamp must be utilized. Please note that this form must be kept with the SWPPP.*





## Appendix E Corporate Compliance Inspection, Review, & Evaluation Form

010124

**Instructions for Use**

1. The Corporate Compliance Inspection & Review (CCIR) shall be conducted by either the Corporate or Region Stormwater Compliance Representative\*, or a designated Stormwater Consultant\*\*.
2. CCIR (field inspection and paperwork review) must be completed and signed by the person performing the CCIR and, if present, the Region Stormwater Compliance Representative for the Region where the Site is located, Division Stormwater Compliance Representative(s) and Site Stormwater Compliance Representative(s), with 14-days of the field inspection. **This task may not be delegated.**
3. All Action Items identified in the CCIR must be completed and closed within the time frame required by the Applicable Permit.
4. Within 21-days of the field inspection, CCIR must be evaluated and signed by the Corporate Stormwater Compliance Representative(s), Region Stormwater Compliance Representative for the Region where the Site is located, and the Division Stormwater Compliance Representative(s). The 21-day evaluation and signature may not be completed until all Action Items identified in the CCIR or evaluation have been closed. **This task may not be delegated.**
5. All fields, including all questions, are required.
6. All answers of "N/A" require a corresponding comment offering explanation.

<b>Site</b>		<b>Permittee</b>		<b>Division</b>	
<b>NPDES Permit</b>		<b>City or County</b>		<b>State</b>	
<b>Division Stormwater Compliance Representative (DSCR)</b>					
<b>Site Stormwater Compliance Representative (SSCR)</b>					
<b>Date &amp; Time</b>		<b>Inspected By (stormwater role) *</b>		<b>Company</b>	
<b>Weather at Time of Inspection</b>	<input type="checkbox"/> Dry <input type="checkbox"/> Rain <input type="checkbox"/> Mixed Precipitation <input type="checkbox"/> Snow                    Other _____				

\*The Region Stormwater Compliance Representative may not perform CCIR within their own Region.

\*\* The designated Stormwater Consultant cannot have performed an inspection at the Site.

Performance Criteria - Administrative Requirements	Yes	No	N/A**	Action Item #
1. Is the request for coverage and NPDES permit on-Site or readily available as required by the Applicable Permit?	<input type="checkbox"/>	<input type="checkbox"/>		_____
2. Is contact information for the Site and Division Stormwater Compliance Representatives clearly posted in an obvious location (such as the Site entrance or active Site area)?	<input type="checkbox"/>	<input type="checkbox"/>		_____
3. Is the SWPPP on-Site or readily available as required by the Applicable Permit?	<input type="checkbox"/>	<input type="checkbox"/>		_____
4. Is SWPPP documentation accurate and current including land or lot ownership, permitted limits of construction, inactive, and active areas as required by the Consent Decree or Applicable Permit?	<input type="checkbox"/>	<input type="checkbox"/>		_____
5. Is other required documentation (such as land and lot ownership, stabilization, corrective action, and daily observation logs) on-Site or readily available as required by the Consent Decree or Applicable Permit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
6. Does the SWPPP document all stormwater outfalls and receiving waters, as required by the Applicable Permit?	<input type="checkbox"/>	<input type="checkbox"/>		_____
7. Are all Best Management Practices (BMPs) installed on-Site documented in the SWPPP?	<input type="checkbox"/>	<input type="checkbox"/>		_____
8. Are all Best Management Practices (BMPs) described in the SWPPP installed as applicable to current Site conditions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
9. Is the Site Inspection Report for the preceding Site Inspection signed/certified by the Site Stormwater Compliance Representative?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
10. Have all Action Items identified in the preceding Site Inspection been addressed within the time frame required by the Applicable Permit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
11. Since the last inspection, has the Site received written notice(s) of noncompliance or violation as a result of a regulatory inspection? If yes, retain a copy(ies) with the SWPPP.	<input type="checkbox"/>	<input type="checkbox"/>		

<b>Performance Criteria - Stormwater Management Facilities (including Basins), Outfalls, &amp; Discharges</b>	<b>Yes</b>	<b>No</b>	<b>N/A**</b>	<b>Action Item #</b>
12. Are all stormwater management facilities identified in the SWPPP correctly installed, maintained, and functional? List all stormwater management facilities and inspect per the SWPPP.				
Stormwater Management Facility _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Stormwater Management Facility _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Stormwater Management Facility _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Stormwater Management Facility _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
13. Are all outfalls included in the SWPPP correctly installed, maintained, and functional? List all outfalls and inspect each outfall per the SWPPP, including the immediate area around the outfall.				
Outfall _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Outfall _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Outfall _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
14. Since the last inspection, has a visible amount of sediment been discharged beyond the permitted limits of disturbance that has not been addressed?	<input type="checkbox"/>	<input type="checkbox"/>		_____
15. Since the last inspection, has a visible amount of sediment been discharged into receiving waters, including wetlands, that has not been addressed?	<input type="checkbox"/>	<input type="checkbox"/>		_____
<b>Performance Criteria – Erosion, Sediment and Pollution Control BMPs</b>	<b>Yes</b>	<b>No</b>	<b>N/A**</b>	<b>Action Item #</b>
16. Are construction entrances/exits correctly installed, maintained and functional?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
17. Are tracking and sediment accumulations observed on paved surfaces (such as roads, gutters, and parking lots) minimized, and no action is needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
18. Are perimeter sediment control BMPs (such as Site perimeter silt fence and curbside filter rolls) correctly installed, maintained and functional?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
19. Are BMPs in areas of concentrated flow (such as armoring, rock check dams and outlet protection) correctly installed, maintained and functional?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
20. Are inlet protections correctly installed, maintained and functional?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
21. Are washout facilities (such as concrete, paint, and stucco) correctly installed, maintained and functional?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
22. Are inactive areas of disturbance stabilized within the required time frame(s)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
23. Are stockpiles protected and/or stabilized as described by the SWPPP and within the required time frame(s)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
24. Are portable toilets located correctly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
25. Are trash, construction debris, and potential stormwater pollutant materials managed correctly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
26. Are other BMPs (such as dewatering sediment controls, dust control, sediment traps, seep berms and surface roughening) identified in the SWPPP correctly installed, maintained and functional?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
27. Do all sediment basins owned by DHI appear to be properly sized, designed, constructed, and maintained per the Applicable Permit or an Authorized State's design standards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

Performance Criteria - Previous 3-Months	Yes	No	N/A*	Action Item #
28. If required by the Consent Decree, was a Pre-Construction Inspection and Review performed prior to commencement of construction or land disturbance/land development?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
29. If this Site was selected for a Quarterly Compliance Inspection & Review (QCIR) in the previous Quarterly Reporting Period (QRP), was the QCIR performed during the previous QRP?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
30. (Previous 3-Months) Did the Site have coverage under the Applicable Permit prior to commencement of construction activity? <b>Record days late</b> _____	<input type="checkbox"/>	<input type="checkbox"/>		
<p>31a. (Previous 3-Months) <b>Total number of required (routine and qualifying event) signed Site Inspection Forms</b> _____. Were all Site Inspection Forms signed by a Site Stormwater Compliance Representative? <b>Record total number missed</b> _____.</p> <p>31a.1. Inspections missed / performed past the Applicable Permit required time frame ____ +</p> <p>31a.2. Not signed or signed later than two Business Days ____ +</p> <p>31a.3. Signed by an SSCR not properly designated to the Site ____ =</p> <p style="text-align: center;"><b>total number missed</b> _____</p> <p style="text-align: center;"><i>**data should only be entered in one category to avoid double counting**</i></p>	<input type="checkbox"/>	<input type="checkbox"/>		
<p>31b. (Previous 3-Months) <b>Total number of required (routine and qualifying event) signed Site Inspection Forms</b> _____. Were all Site Inspection Forms signed by a DHI Stormwater Compliance Representative who is current with Stormwater Compliance Representative Training under the DHI Stormwater Training Program? <b>Record total number missed</b> _____</p> <p>31.b.1 Signed by SSCR not current with DHI SCR training = <b>total number missed</b> _____</p>	<input type="checkbox"/>	<input type="checkbox"/>		
32. (Previous 3-Months) <b>Total number of required (routine and qualifying event) Site Inspections</b> _____. Were all Site Inspections conducted per the time frames required by the Applicable Permit? <b>Record total number missed</b> _____	<input type="checkbox"/>	<input type="checkbox"/>		
33. (Previous 3-Months) Are all Action Items noted in Site Inspections and all corresponding Corrective Actions recorded on Corrective Action Logs as required by the Consent Decree and/or Applicable Permit? List any overall concerns _____, and Site Inspection dates of interest. _____	<input type="checkbox"/>	<input type="checkbox"/>		_____
34. (Previous 3-Months) If any BMPs have been determined to be insufficient for their intended use (such as ineffective or repeat BMP failures noted in Site Inspections) has the finding been addressed adequately on-Site and in the SWPPP? Describe any overall concerns _____, and Site Inspection dates of interest. _____	<input type="checkbox"/>	<input type="checkbox"/>		_____
35. (Previous 3-Months) <b>Total number of Action Items</b> _____. Are all Action Items identified in Site Inspections being addressed within the time frames required by the Applicable Permit? <b>Record total number missed</b> _____	<input type="checkbox"/>	<input type="checkbox"/>		
36. (Previous 3-Months) Are precipitation events being recorded and records being maintained in accordance with the SWPPP?	<input type="checkbox"/>	<input type="checkbox"/>		_____
37. (Previous 3-Months) Have Site Inspections identified any incident(s) of sediment discharged beyond the permitted limits of disturbance? If any, record date(s) of discharge(s) _____ and describe. _____	<input type="checkbox"/>	<input type="checkbox"/>		
38. (Previous 3-Months) Have Site Inspections identified any incident(s) of sediment discharged into receiving waters, including wetlands? If any, record date(s) of discharge(s) _____ and describe. _____	<input type="checkbox"/>	<input type="checkbox"/>		
39. (Previous 3-Months) Are there any incidents of sediment discharged to either receiving waters (including wetlands) or beyond the permitted limits of disturbance, including discharges identified by a regulatory agency, that have not been properly identified in Site Inspection Reports?	<input type="checkbox"/>	<input type="checkbox"/>		
40. (Previous 3-Months) Has DHI properly notified the Permitting Authority and responded to incidents of visible sediment deposition in receiving waters (including wetlands) as a result of DHI construction activity? If any, record all incidents and describe (such as the date of discovery, type of discharge, description of potentially impacted area, and description of response)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

\* Note the reason for any N/A response.

The Corporate Compliance Inspection, Review, & Evaluation Form must be completed and signed by the person conducting the CCIR, and if present, the Region Stormwater Compliance Representative for the Region where the Site is located, Division Stormwater Compliance Representative(s), and Site Stormwater Compliance Representative(s) within fourteen (14) days of conducting the Compliance Inspection & Review.

<b>Insp. *</b>	<i>* Check the box indicating who performed the CCIR (Corporate Stormwater Compliance Representative, Region Stormwater Compliance Representative from a Region other than the Region where the Site is located, or a designated Stormwater Consultant who has not performed an inspection at the Site)</i>				
<input type="checkbox"/>	<b>Stormwater Consultant</b>	_____	<b>Signature</b>	_____	<b>Date</b> _____
<input type="checkbox"/>	<b>Corporate Stormwater Compliance Representative</b>	_____	<b>Signature</b>	_____	<b>Date</b> _____
<input type="checkbox"/>	<b>Region Stormwater Compliance Representative</b>	_____	<b>Signature</b>	_____	<b>Date</b> _____

Within twenty-one (21) Days of the Corporate Compliance Inspection & Review, the Corporate Stormwater Compliance Representative shall evaluate all completed Quarterly Compliance Inspection, Review, & Evaluation Forms for the Site. Following such evaluation, the Corporate Stormwater Compliance Representative, Region Stormwater Compliance Representative for the Region where the Site is located, and Division Stormwater Compliance Representative(s) shall discuss the performance of the Site, determine what appropriate management steps are necessary to ensure compliance with Stormwater Requirements at the Site, and sign, by Electronic Signature or in hard copy, the Corporate Compliance Inspection, Review, & Evaluation Form. **This task may not be delegated.**

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I have no personal knowledge that the information submitted is other than true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

<b>Corporate Stormwater Compliance Representative</b>	_____	<b>Signature</b>	_____	<b>Date</b>	_____
<b>Region Stormwater Compliance Representative</b>	_____	<b>Signature</b>	_____	<b>Date</b>	_____
<b>Division Stormwater Compliance Representative</b>	_____	<b>Signature</b>	_____	<b>Date</b>	_____

\* If signed electronically, a real-time date stamp must be utilized. Please note that this form must be kept with the SWPPP.

## Corporate Compliance Inspection and Review Corrective Action and Comment Log

<b>Date</b>	<input type="text"/>	<b>Site</b>	<input type="text"/>	<b>Division</b>	<input type="text"/>
<b>Permittee</b>	<input type="text"/>				

*\*\* This form must include Corrective Actions identified during the previous Site Inspection. \*\**

Action Item #	Location and Corrective Action	Date Identified	Date Completed	Initials
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Comment Log Reference #	Comment (include lot(s) / area(s) where appropriate)
<input type="text"/>	<input type="text"/>

<b>What appropriate management steps will be taken or have been taken?</b>
<input style="width: 95%; height: 95%;" type="text"/>

*\*\* Please note this form must be kept with the SWPPP. \*\**





**Appendix G**  
**EPA Region 4 Compliance Summary Report Form**

010124

**Section I. Overview**

Provide a brief and general description of the data presented in this report and include a summary of: all unauthorized discharges; all Authorized States' formal enforcement actions regarding DHI's Applicable Permits; and trends associated with compliance with Stormwater Requirements.

**Section II. Information for Categories of Self-Reported Stipulated Penalties**

Section	Number of days of discharge of pollutants from a Site to a water of the United States prior to obtaining coverage under the Applicable Permit	State	Days
II.1	Name of Site _____	___	___
	Name of Site _____	___	___
	Name of Site _____	___	___
	Name of Site _____	___	___
	Name of Site _____	___	___
II.2	Per the applicable Quarterly Summary Reports, the number of days of construction activities requiring coverage under the Applicable Permit at a Site prior to obtaining coverage under the Applicable Permit.		
	Name of Site _____	___	___
	Name of Site _____	___	___
	Name of Site _____	___	___
	Name of Site _____	___	___
II.3	Number of failures to perform (including completion of all Corrective Actions) or, if performed, a material failure to document Pre-Construction Inspection & Review, if one was required by this Consent Decree		___
II.4	Total number of required Site Inspections		___
II.5	Percentage failure to perform or, if performed, a material failure to document a Site Inspection.		
	Total Percentage by Location	Location	Percent
		EPA Region 4	___
		Alabama	___
		Florida	___
		Georgia	___
		Kentucky	___
		Mississippi	___
		North Carolina	___
		South Carolina	___
	Tennessee	___	

<b>II.6</b>	Total number of required Quarterly Compliance Inspections and Reviews		___
<b>II.7</b>	Percentage failure to perform, or if performed, a material failure to document a required Quarterly Compliance Inspection & Review	Location	Percent
	EPA Region 4		___
	Alabama		___
	Florida		___
	Georgia		___
	Kentucky		___
	Mississippi		___
	North Carolina		___
	South Carolina		___
Tennessee		___	
<b>II.8</b>	Number of Quarterly Compliance Summary Reports prepared 1 – 7 days after the deadline		___
<b>II.9</b>	Number of Quarterly Compliance Summary Reports prepared 8 – 30 days after the deadline		___
<b>II.10</b>	Number of Quarterly Compliance Summary Reports prepared 31 – 90 days after the deadline		___
<b>II.11</b>	Number of failures at the time of a Quarterly Compliance Inspection & Review as required by the Consent Decree to have a Site Stormwater Compliance Representative designated for the Site that meets all requirements of the Consent Decree related to the designation, including having current required stormwater training		___

**Section III. Corrective Actions / Stormwater Pollution Prevention Plan**

Section	Corrective Actions		
<b>III.A.1</b>	Total Number by Location	Location	Number
	EPA Region 4		___
	Alabama		___
	Florida		___
	Georgia		___
	Kentucky		___
	Mississippi		___
	North Carolina		___
	South Carolina		___
	Tennessee		___

III.A.2	Number of failures to complete Corrective Actions within the time frame required by the Applicable Permit or, if completed, a material failure to record the information.			___
	Total Percentage by Location		Location	Percent
	EPA Region 4			___
	Alabama			___
	Florida			___
	Georgia			___
	Kentucky			___
	Mississippi			___
	North Carolina			___
	South Carolina			___
	Tennessee			___
III.A.4	Number of instances of off-site sedimentation due to failure to properly locate, install, or maintain Best Management Practices (BMPs)			___
<b>Section</b>	<b>Stormwater Pollution Prevention Plan (SWPPP, CBMPP, ESPCP, etc.)</b>			
III.B.1	Percentage failure to have, at the time of a Site Inspection, the SWPPP at the Site or its location posted, if required by the Applicable Permit.			
	Total Percentage by Location		Location	Percent
	EPA Region 4			___
	Alabama			___
	Florida			___
	Georgia			___
	Kentucky			___
	Mississippi			___
	North Carolina			___
	South Carolina			___
	Tennessee			___
<b>Section</b>	<b>Corrective Action Summary and Review</b>			
III.C.1	Each subsequent EPA Region 4 Compliance Summary Report will provide a summary of actions taken to address issues outlined in the previous report and will discuss trends associated with success and failures of complying with Stormwater Requirements			

## Section IV. Training Program

IV.1	Written evaluation of the DHI Stormwater Training Program and a description of any significant changes to the training program as a result of annual review of the training program
------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

### Section V. Additional Information

V.1	Number of instances when a visible amount of sediment has been discharged beyond the permitted limits of disturbance or into receiving waters, including wetlands.	Location	Instances
		EPA Region 4	___
		Alabama	___
		Florida	___
		Georgia	___
		Kentucky	___
		Mississippi	___
		North Carolina	___
		South Carolina	___
		Tennessee	___
V.2	Summary of Consent Decree measures for this Compliance Report: (a statement setting forth the deadlines and other terms that D.R. Horton is or was required to meet by this Consent Decree since the date of the last EPA Region 4 Compliance Summary Report, whether and to what extent D.R. Horton has met these requirements, and the reason for any noncompliance.		

### Section VI. Signature and Certifications

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I have no personal knowledge that the information submitted is other than true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

<b>By:</b>	_____	(name of Corporate Stormwater Compliance Representative)
<b>Signature *</b>	_____	
<b>Date</b>	_____	

\* if signed electronically, a real-time date stamp shall be utilized

### Section VII. Distribution

Once completed, this form must be sent to the following:	
1. D.R. Horton President, CEO, or COO (as applicable)	<input type="checkbox"/>
2. All Division Presidents within EPA Region 4	<input type="checkbox"/>
3. All Division Stormwater Compliance Representatives within EPA Region 4	<input type="checkbox"/>
4. All Region Stormwater Compliance Representatives within EPA Region 4	<input type="checkbox"/>
5. The United States, as provided for in the Consent Decree	<input type="checkbox"/>
6. State Plaintiffs Alabama and South Carolina, as provided for in the Consent Decree	<input type="checkbox"/>



## Appendix H Stormwater Training Program – Description and Syllabus

010124

The Stormwater Training Program consists of four categories of training: Basic, Advanced, Stormwater Compliance Representative, and Annual Refresher in that order, with each building upon the content of the previous, as follows:

- **Basic Stormwater Training**, approximately thirty (30) minutes in length with a ten (10) question exam requiring a score of 70% or better to pass.
- **DHI Advanced Stormwater Training**, approximately one (1) hour and thirty (30) minutes in length, with a twenty (20) question exam requiring a score of 70% or better to pass.
  - The DHI Advanced Stormwater Training requires prior completion of the DHI Basic Stormwater Training.
- **Stormwater Compliance Representative Training**, approximately one (1) hour in length, with a twenty (20) question exam requiring a score of 70% or better to pass.
  - The DHI Stormwater Compliance Representative Training requires prior completion of the DHI Basic and Advanced Stormwater Trainings.
- **Annual Stormwater Refresher Training**, approximately two (2) hours in length, with a twenty (20) question exam requiring a score of 70% or better to pass.
  - The DHI Annual Refresher Training is required of anyone who is required to complete the DHI Stormwater Compliance Representative Training.

Each training category includes an exam which must be completed and passed with a score of **70% or better**. The exams consist of multiple choice and true/false questions, and are composed of content specific to the Basic, Advanced, Stormwater Compliance Representative, and Annual Refresher trainings as follows:

Training is required to be completed no later than:

- a. By the last day of the second full month after the Date of Entry
- b. By the last day of the second full month after beginning work related to a site in a designated position listed in Appendix J; or
- c. Prior to the Date of Entry.
  - a. Persons who complete Basic Training prior to the Date of Entry must pass the test required for Basic Training within sixty (60) days before or after the Date of Entry
  - b. Persons who complete Advanced Training within twelve (12) months prior to the Date of Entry must pass the test required for Advanced Training within sixty (60) days before or after the Date of Entry
  - c. Persons who complete Advanced Training more than twelve (12) months prior to the Date of Entry and who completed Annual Refresher Training within twelve (12) months before the Date of Entry must pass the test required for Annual Refresher Training within sixty (60) days before or after the Date of Entry

The DHI Stormwater Training Program content addresses the topics listed below at a minimum and will be reviewed and updated annually to ensure consistency with applicable state stormwater NPDES Construction General Permits and the Consent Decree.



## **Basic Stormwater Training**

(approximately 30 minutes)

1. What is Stormwater Pollution?
2. Why is Stormwater Management Important?
3. Sources of Stormwater Pollution
4. Risk factors of Stormwater Pollution
5. Factors affecting Runoff and Erosion
  - a. Ways to reduce Erosion by Water and Wind
6. Roles & Responsibilities
  - a. DHI
  - b. Trade Partners and Vendors
7. Basis of the Consent Decree (CD)
  - a. Background and Overview
  - b. Consequences of Failure to Comply
    - i. Applicable Permit
    - ii. Consent Decree

## **Advanced Stormwater Training**

(approximately 90 minutes)

1. Brief history of the Clean Water Act
2. What is the DHI NPDES program?
3. Construction General Permits
4. Overview of Stormwater Pollution Prevention Plans (SWPPP)
5. Requirements of Enhanced Compliance Practices and Reporting
  - a. Stormwater Management Strategy
  - b. List of Sites
  - c. Stormwater Pollution Prevention Plans – additional Consent Decree Requirements
  - d. Pre-Construction Inspection and Review (PCIR)
  - e. Site Inspections
  - f. Maintenance and Corrective Actions
  - g. Quarterly Compliance Inspections
  - h. Corporate Compliance Inspections
  - i. Required Reporting
  - j. DHI Stormwater Training Program
  - k. Contractor Orientation Program
6. Roles & Responsibilities
  - a. Stormwater Compliance Representatives
    - i. Site
    - ii. Division
    - iii. Region
    - iv. Corporate
7. Common Challenges / Lessons Learned



## **Stormwater Compliance Representative Training**

(approximately 60 minutes)

1. Regulatory Hierarchy (federal, state, and local)
2. Construction General Permits
  - a. Allowable Stormwater Discharges
  - b. Allowable Non-Stormwater Discharges
  - c. Prohibited Discharges
  - d. Notice of Intent / Request for Authorization / Request for Coverage
  - e. Notice of Termination
3. Stormwater Pollution Prevention Plans (SWPPP)
  - a. Modifications
  - b. Amendments
  - c. Updates
4. Pre-Construction Conference (in states where applicable)
5. Pre-Construction Inspection & Review (PCIR)
6. Best Management Practices (BMPs)
  - a. Runoff Controls
  - b. Erosion Controls
  - c. Sediment Controls
  - d. BMP Maintenance
7. Non-sediment/non-stormwater discharges
  - a. Construction material storage
  - b. Equipment Washing
  - c. Vehicle fueling
  - d. Waste management and disposal
  - e. Potential Stormwater Pollutant handling (storage, containment, and disposal)
  - f. Spill Prevention Control and Countermeasure (SPCC)
  - g. Housekeeping
8. Site Inspections
  - a. Frequency
  - b. Inspector Qualifications
9. Stabilization
  - a. Temporary
  - b. Final / Permanent
10. Recordkeeping Requirements



## **Annual Refresher Training**

(approximately 120 minutes)

1. Stormwater Basics
  - a. Stormwater Permitting Requirements
  - b. NOIs, NOCs, NOTs
  - c. Stormwater Pollution Prevention Plans (SWPPP)
  - d. Housekeeping Measures
  - e. Erosion & Sediment Control (ESC) Best Management Practices (BMPs)
  - f. Recordkeeping Requirements
2. New Stormwater Regulatory Requirements or Guidance (federal or state level)
3. New Court Decisions related to Stormwater Regulations (federal or state level)
4. Status of Consent Decree Compliance
5. Common Challenges / Lessons Learned

## **Appendix I**

### **Stormwater Training Program - Required Positions**

010124

1. Timely and successful completion of Basic Stormwater Training is required of each DHI Employee whose position or primary responsibility, regardless of position title, is purchasing, land acquisition, or site feasibility such as the following:
  1. Land Manager
  2. Land Acquisitions
  3. Operations Manager
  4. Assistant Operations Manager
  5. Purchasing Manager
  6. Assistant Purchasing Manager
  7. Purchasing Agent
  8. Construction Manager
  9. Construction Area Manager
  10. Assistant Construction Manager
  11. General Superintendent
  12. Superintendent
  13. Assistant Superintendent
  14. Land Development Manager
  15. Assistant Land Development Manager
  16. Land Development Area Manager
  17. Land Development Project Manager
  18. Project Manager
  
2. Timely and successful completion of the Advanced Stormwater Training is required of each DHI Employee holding a land position (other than acquisition and administrative positions) that may or will affect in-field operations and all operations and home building positions (other than warranty and administrative positions) that may or will affect in-field operations listed below or a position with substantially similar primary and direct responsibility at a site:
  1. Construction Manager
  2. Construction Area Manager
  3. Assistant Construction Manager
  4. General Superintendent
  5. Superintendent
  6. Assistant Superintendent
  7. Land Development Manager
  8. Assistant Land Development Manager
  9. Land Development Area Manager
  10. Land Development Project Manager
  11. Project Manager
  
3. Timely and successful completion of the Stormwater Compliance Representative Training is required of each DHI Employee designated as a Corporate, Region, Division, or Site Stormwater Compliance Representative under the Consent Decree. Timely and successful completion of the Annual Refresher Training is required of all DHI Employees required to maintain certification under Stormwater Compliance Representative Training.



## **Appendix J Listed Contractors**

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### Listed Contractors

1. Earthmoving Contractors
2. Storm Drain Installation Contractors
3. Water and Sewer Installation Contractors
4. Paving Contractors (including curb and gutter installation)
5. Masonry / Tile Contractors
6. Concrete Contractors
7. Retaining Wall Installers
8. Interior and Exterior Painting and Staining Contractors
9. Landscape Installation Contractors
10. Framing / Siding Contractors
11. Plumbers
12. Erosion and Sediment Control Installers
13. Drywall Contractors
14. Latrine Contractors

Appendix K

# Contractor Stormwater Orientation Program

For CONTRACTORS, TRADE PARTNERS & VENDORS

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**D·R·HORTON<sup>®</sup>**

*America's Builder*

including the Jobsite Do and Don't List in English and Spanish

# Land Development



# Vertical Construction / Home Building



# Summary of Training

- D.R. Horton's Stormwater Program - "We Follow the Law"
- D.R. Horton's Contractor Compliance Expectations
- Consequences of Failure to Comply
- Jobsite Do and Don't List - Examples and Photos
- Self-Reporting - Who to Contact, When and How



# Overview of D.R. Horton's Stormwater Program

D.R. Horton and each of its contractors are required to understand all applicable Federal, State, and Municipal stormwater pollution prevention requirements and follow them at all times.

## Basic requirements:

Keep soil and other types of pollutants from entering waterways, streets, air and/or other designated areas within the construction site or neighboring properties. How?

- By understanding and recognizing different types of pollutants
- By being aware of and respecting all Best Management Practices (BMPs)
- By using good housekeeping and work practices
- By reporting, as soon as possible, to a D.R. Horton Site Stormwater Compliance Representative, Superintendent, or other D.R. Horton employee the location of any damaged or removed BMPs that you have observed.
- By self-reporting, as soon as possible, the location of any damaged or removed BMPs that you have caused, either accidentally or intentionally.



# Overview of D.R. Horton's Stormwater Program

D.R. Horton is responsible for managing both its land development and new home construction activity in accordance with Federal, State, and Municipal stormwater requirements. An overview of D.R. Horton's compliance program includes:

- Prepare and follow a site-specific Storm Water Pollution Prevention Plan, also known as a "SWPPP", or "SWP3" or "CBMPP"
- Obtain a NPDES permit from the federally authorized state regulatory agency
- Install and maintain stormwater Best Management Practices
- Conduct site inspections and monitor site conditions
- Identify and report observed problems
- Take corrective action quickly
- Educate D.R. Horton employees and promote contractor awareness



# Contractor's Role in Compliance

Your role in stormwater compliance is significant!

## Contractor Expectations

- Fulfill contract requirements including stormwater obligations.
- Complete the D.R. Horton Contractor Orientation Program materials and return a signed “Certification of D.R. Horton Contractor Orientation” to the Division Purchasing Department.
- Distribute the D.R. Horton Contractor Do and Don't List to your employees and educate them about the program.
- Review and understand the site-specific SWPPP, know its location, and review it often for changes that may affect you.
- Become familiar with the locations, types, and purpose of BMPs at each site.
- Use good housekeeping and work practices.
- **DO NOT** cause pollution and **DO NOT** damage BMPs.

# Contractor's Role in Compliance

- By understanding and recognizing different types of pollutants
- By being aware of and respecting all Best Management Practices (BMPs)
- By using good housekeeping and work practices
- By reporting, as soon as possible, to a D.R. Horton Site Stormwater Compliance Representative, Superintendent, or other D.R. Horton employee the location of any damaged or removed BMPs that you have observed.
- By self-reporting, as soon as possible, the location of any damaged or removed BMPs that you have caused, either accidentally or intentionally.
- Sediment and other pollutants must be kept off streets and out of waters, stormwater drains, and other natural areas.
- Stockpiles of soil must be prevented from being moved offsite by water or wind.
- All fuels, oils, paint, solvents, and other similar material used and stored on-site must be stored in accordance with manufacturer specifications and cannot be spilled, poured, diluted, or dumped into drains, onto soil, or into waters.
- Accidental spills must be cleaned up immediately, disposed of properly, and reported immediately to an on-site D.R. Horton employee.
- Spills must not be washed offsite or into a storm drain.

# Contractor's Role in Compliance

- Wash / rinse water (such as concrete washwater, paint, stucco, drywall mud, and mortar mix) from tools, vehicles, and equipment must be contained within the on-site designated washout area.
- All dewatering activities must follow an approved Site Dewatering Plan. The Site Dewatering Plan may be found in the SWPPP, which may be found at the designated D.R. Horton on-site location.
- Perform your work in ways that minimize or eliminate tracking of sediment or dirt onto paved areas both on-site and off. Immediately report observed instances of tracking on pavement to a D.R. Horton on-site employee such as the Site Stormwater Compliance Representative or Superintendent.
  - Tracking of sediment on pavement must be swept immediately and not be allowed to enter the storm drain system, surface waters, or leave the site.
  - Avoid contact with BMPs located along curbs and at or near storm drain inlets to prevent damage which can cause sediment discharge into common areas, roadways, and storm sewer systems.

# Contractor's Role in Compliance Self-Reporting

## Who must report?

- Anyone working on a D.R. Horton site, or the supervisor of the company that caused or observed damages to BMPs or pollution discharges, whether accidental or intentional.

## When?

- Immediately upon causing or observing damages to site BMPs or pollution discharges.

## How?

- Self-report conditions or occurrences directly and immediately to the Site Stormwater Compliance Representative or Superintendent.

## Where to find Contact Information

- Contact information for the Site Stormwater Compliance Representative is posted at the on-site SWPPP board.

# Contractor's Role in Compliance Consequences of Failure to Comply

You are responsible for your actions!!

- A city, state, or federal agency inspection can result in requirements for corrective actions, violations, or fines issued directly to you or your company for creating pollution or causing pollution to leave the site or enter waters or other protected or sensitive areas due to your actions.
- Failure to self-report to the Site Stormwater Compliance Representative or Superintendent any conditions caused by you that result in pollution or non-compliance conditions can result in the following:
  - Verbal and/or written warnings
  - Fines or back charges
  - Loss of consideration for future projects
  - Contract consequences or termination of contract

# Jobsite Do and Don't List

## DO

- DO go to the Site Stormwater Compliance Representative with any questions regarding stormwater pollution prevention or this list.
- DO place all trash and debris in the receptacles provided.
- DO use designated washout areas for cleaning equipment (e.g., concrete trucks, except those with self-contained washouts, must use the designated concrete washout area).
- DO report any spill or petroleum or other chemicals to the Site Stormwater Compliance Representative.
- DO immediately comply with any instructions given by the Site Stormwater Compliance Representative or other DHI personnel.

## DON'T

- DON'T allow any solvents, chemicals, or rinse liquids to drain into a street or storm drain, a creek, waterway, other water body.
- DON'T disable, damage, or interfere with any silt fence or similar erosion control.
  - For example, DON'T run over a silt fence or straw wattle or forget to replace any silt fence or straw wattle you temporarily relocate.
- DON'T disable, damage, or interfere with inlet controls.
  - For example, DON'T remove inlet controls (unless an action is needed to prevent flooding) or place dirt or debris in or adjacent to inlet controls.
- DON'T disable, damage, or interfere with any stormwater pollution prevention controls at construction entrances.
  - For example, DON'T evade stone construction entrances.
- DON'T disable, damage, drive over, or interfere with geotextile, matting, or mulch.
- DON'T disable, damage, or interfere with any other stormwater pollution prevention controls.

# Contractor Orientation Program

- D.R. Horton will distribute the Jobsite DO and DON'T List to each contractor and post it on the site's SWPPP board.
- Contractors and vendors must provide copies of the Jobsite DO and DON'T List to all employees and subcontractors before they begin working on a D.R. Horton site.
- Employees of contractors and vendors, as well as all subcontractors, are expected to understand, comply with, and keep a copy of the Jobsite DO and DON'T List when working at a D.R. Horton site.



&



# DO

**DO** go to the Site Stormwater Compliance Representative with any questions regarding stormwater pollution prevention.



The Site Stormwater Compliance Representative's contact information is posted on the site's SWPPP Board.

# DO

DO place all trash and debris in the receptacles provided.



# DON'T

DON'T toss trash and debris on the ground



# DO

DO report any spills of petroleum/chemicals and discharges of sediment to the Site Stormwater Compliance Representative.



# DO

DO use designated washout areas for cleaning equipment and report to D.R. Horton if the cleanout is full.



# DON'T

DON'T allow any solvents, chemicals, or rinse liquids to be placed directly onto the ground.



# DO

DO comply with all instructions given by D.R. Horton personnel, including:

- Site Stormwater Compliance Representatives
- Division Stormwater Compliance Representatives
- Area Construction Manager
- Land Development Manager
- Assistant Land Development Manager
- Superintendent
- Assistant Superintendent
- All other D.R. Horton Site personnel



# DON'T

**DON'T** damage, remove, alter, or interfere with BMPs, without first getting permission from the Site Stormwater Compliance Representative or Superintendent.



# DO

DO maintain inlet control BMPs in good operating condition.



# DON'T

DON'T discharge into, disable, damage, remove, alter, or interfere with any inlet control BMPs



# DON'T

DON'T disable, damage, alter or interfere with any BMPs at construction entrances.



# DO

DO avoid seeded or stabilized areas.



# DON'T

DON'T disable, damage, alter, or interfere with any seeded, matted, blanketed, or mulched areas



# Summary

- The SWPPP and contact information for the Stormwater Compliance Representative are located at the site's SWPPP Board.
- Vendors/contractors must understand D.R. Horton's stormwater compliance expectations and distribute the Jobsite Do and Don't List to all of their employees and subcontractors prior to working on a D.R. Horton site.
- Contractors must self-report to the Site Stormwater Compliance Representative as soon as they observe any pollution or damage to BMPs resulting from their actions, or actions of others.
- Failure to meet D.R. Horton's stormwater compliance expectations or to self-report when required may result in verbal or written warnings, fines, loss of consideration for future projects, contract consequences, or termination.

# Lista Hacer y No Hacer en la Zona de Obra

## HACER

- Hacer preguntas al Representante de Conformidad de Aguas Pluviales en la zona de obra sobre la prevención de contaminantes de las aguas pluviales o esta lista.
- Colocar toda la basura y escombros en recipientes asignados.
- Use el área de lavado asignada para limpiar equipo (por ejemplo, camiones de concreto, excepto aquellos con lavaderos autónomos, deben usar el área designada para el lavado de concreto).
- Reporte cualquier derrame de petróleo u otros químicos al Representante de Conformidad de Aguas Pluviales en la zona de obra.
- Debe cumplir de inmediatamente con todas las instrucciones establecidas por el Representante de Conformidad de Aguas Pluviales en la zona de obra u otra personal de DHI.

**NO HACER** No permita que ningún solvente, químico o líquido de enjuague se drene en una calle o desagüe pluvial, un arroyo, un canal u otro cuerpo de agua.

- No desactive, dañe ni interfiera con ninguna cerca de sedimento o control de erosión similar.
  - Por ejemplo, no corra por encima de una cerca de limo o de acacia de paja ni se olvide de reemplazar cualquier cerca de limo o de paja que reubique temporalmente.
- No desactive, dañe ni interfiera con los controles de entrada de aguas pluviales.
  - Por ejemplo, no retire los controles de entrada de aguas pluviales (a menos que se necesite una acción para evitar inundaciones) ni coloque tierra o escombros en los controles de entrada de aguas pluviales o junto a ellos.
- No desactive, dañe ni interfiera con los controles de prevención de la contaminación de las aguas pluviales en las entradas de la construcción.
  - Por ejemplo, no evite las entradas de construcción de piedra.
- No desactive, dañe, conduzca ni interfiera con ningún geotextil, tapete o mantillo.
- No desactive, dañe ni interfiera con ningún otro control de prevención de la contaminación de las aguas pluviales.

# Programa de Orentacion para Contratistas

- D.R. Horton distribuirá la lista de Que Hacer y No Hacer en la Zona de obra a cada contratista y lo publicara en el tablero de PPCAP.
- Contratistas y vendedores deben proveer una copia de Que Hacer y No Hacer en la Zona de Obra a todos los empleados subcontratistas antes de empezar a trabajar en una zona de obra de D.R. Horton.
- Se requiere que todos los empleados de contratistas, vendedores y subcontratistas entiendan, cumplan y mantengan una copia de la lista de Que Hacer y No Hacer en la Zona de Obra cuando trabajan en una zona de obra D.R. Horton.



# QUE HACER

Hacer preguntas al Representante de Conformidad de Aguas Pluviales en la zona de obra sobre la prevención de contaminantes.



La información del Representante de Conformidad de Aguas Pluviales en la Zona de Obra está publicada en el tablero de PPCAP.

# HACER

Colocar todo la basura y escombros en recipientes asignados.



# NO HACER

NO sobrellene los recipientes ni arroje la basura al suelo.



# HACER

Reporte cualquier derrame de petróleo/químicos y  
desecho de sedimento al Representante de  
Conformidad de Aguas Pluviales en la zona de obra.



# HACER

Use el área de lavado asignada para limpiar equipo y reporte a un empleado de D.R. Horton si el área de lavado esta llena.



# NO HACER

NO permita que ningún disolvente, químico o líquido de lavado sea desechado directamente a la tierra.



# HACER

Debe cumplir con todas las instrucciones establecidas por el personal de D.R. Horton

- Representante de Conformidad de Aguas Pluviales en la zona de obra
- Gerente de área de construcción
- Gerente de Desarrollo de la Tierra
- Asistente de Gerente de Desarrollo de la Tierra
- Superintendente
- Asistente de Superintendente
- Todo los otros trabajadores de D.R. Horton en la zona de obra



# NO HACER

O dañe, mueva, altere, ni interfiera con PMA, sin primero tener el permiso del Representante de Conformidad de Aguas Pluviales en la zona de obra o el Superintendente.



# HACER

Mantenga en buenas condiciones los cobertores de las entradas del desagüe que controlan PMA.



# NO HACER

O vacíe líquidos, desbloquee, dañe, remueva, altera o interfiera con ningún cobertor de las entradas del desagüe que controlan PMA.



# NO HACER

NO desactive, dañe ni interfiera con los controles de prevención de la contaminación de las aguas pluviales en las entradas de la construcción.



# HACER

Evite las áreas sembradas y estabilizadas.



# NO HACER

NO desarme, dañe, altere o interfiera con ninguna área sembrada, preparada con césped o mantillo.



# Resumen

- El PPCAP y la información del Representante de Conformidad de Aguas Pluviales en la zona de obra se encuentran publicados en el tablero de PPCAP.
- Vendedores/contratistas deben entender la expectativa de conformidad de Aguas Pluviales de D.R. Horton y distribuir la lista de lo que hay que Hacer y No Hacer en la zona de obra a todos los empleados y subcontratistas antes de trabajar en una zona de D.R. Horton.
- Vendedores/contratistas deben reportar al Representante de Conformidad de Aguas Pluviales en la zona de obra en cuanto observen cualquier contaminante o daño a PMA como resultado de sus acciones o de cualquier otro.
- Fracaso en cumplir con la expectativa de conformidad de Aguas Pluviales de D.R. Horton o de reportar problemas pueden resultar en advertencia verbal o por escrito, multas, pérdida de consideración en futuros proyectos, alteración de contrato o terminación.

# Certification of D.R. Horton Contractor Orientation

This concludes the D.R. Horton Stormwater Compliance Orientation Land Development and Home Construction Contractor Responsibilities Program.

The following page certifies your understanding of and participation in the program. Please read and follow the instructions for completing the form and return to the D.R. Horton Division Purchasing Department.

# Certification of D.R. Horton Contractor Orientation

As the owner or authorized agent of the owner of the contractor company identified below, I hereby **certify** that I have reviewed and understand the D.R. Horton contractor orientation program *Stormwater Compliance Orientation, Land Development & Home Construction, Contractor Responsibilities* and the requirements described therein, which are necessary to preserve permit compliance and to control stormwater pollution, and I further **certify** that the contractor company identified below will comply with the requirements of this program and will distribute the D.R. Horton Jobsite Do and Don't List to each of its employees and subcontractors before they begin work on a D.R. Horton site.

---

Print Name

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Contractor Company

---

Signature

---

Date

**Appendix K**

**Contractor Stormwater  
Orientation Program**

**For CONTRACTORS, TRADE PARTNERS & VENDORS**

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**D·R·HORTON<sup>®</sup>**

*America's Builder*

including the Jobsite Do and Don't List in English and Spanish

# Land Development



# Vertical Construction / Home Building



# Summary of Training

- D.R. Horton's Stormwater Program - "We Follow the Law"
- D.R. Horton's Contractor Compliance Expectations
- Consequences of Failure to Comply
- Jobsite Do and Don't List - Examples and Photos
- Self-Reporting - Who to Contact, When and How



# Overview of D.R. Horton's Stormwater Program

D.R. Horton and each of its contractors are required to understand all applicable Federal, State, and Municipal stormwater pollution prevention requirements and follow them at all times.

## Basic requirements:

Keep soil and other types of pollutants from entering waterways, streets, air and/or other designated areas within the construction site or neighboring properties. How?

- By understanding and recognizing different types of pollutants
- By being aware of and respecting all Best Management Practices (BMPs)
- By using good housekeeping and work practices
- By reporting, as soon as possible, to a D.R. Horton Site Stormwater Compliance Representative, Superintendent, or other D.R. Horton employee the location of any damaged or removed BMPs that you have observed.
- By self-reporting, as soon as possible, the location of any damaged or removed BMPs that you have caused, either accidentally or intentionally.



# Overview of D.R. Horton's Stormwater Program

D.R. Horton is responsible for managing both its land development and new home construction activity in accordance with Federal, State, and Municipal stormwater requirements. An overview of D.R. Horton's compliance program includes:

- Prepare and follow a site-specific Storm Water Pollution Prevention Plan, also known as a "SWPPP", or "SWP3" or "CBMPP"
- Obtain a NPDES permit from the federally authorized state regulatory agency
- Install and maintain stormwater Best Management Practices
- Conduct site inspections and monitor site conditions
- Identify and report observed problems
- Take corrective action quickly
- Educate D.R. Horton employees and promote contractor awareness



# Contractor's Role in Compliance

Your role in stormwater compliance is significant!

## Contractor Expectations

- Fulfill contract requirements including stormwater obligations.
- Complete the D.R. Horton Contractor Orientation Program materials and return a signed “Certification of D.R. Horton Contractor Orientation” to the Division Purchasing Department.
- Distribute the D.R. Horton Contractor Do and Don't List to your employees and educate them about the program.
- Review and understand the site-specific SWPPP, know its location, and review it often for changes that may affect you.
- Become familiar with the locations, types, and purpose of BMPs at each site.
- Use good housekeeping and work practices.
- **DO NOT** cause pollution and **DO NOT** damage BMPs.

# Contractor's Role in Compliance

- By understanding and recognizing different types of pollutants
- By being aware of and respecting all Best Management Practices (BMPs)
- By using good housekeeping and work practices
- By reporting, as soon as possible, to a D.R. Horton Site Stormwater Compliance Representative, Superintendent, or other D.R. Horton employee the location of any damaged or removed BMPs that you have observed.
- By self-reporting, as soon as possible, the location of any damaged or removed BMPs that you have caused, either accidentally or intentionally.
- Sediment and other pollutants must be kept off streets and out of waters, stormwater drains, and other natural areas.
- Stockpiles of soil must be prevented from being moved offsite by water or wind.
- All fuels, oils, paint, solvents, and other similar material used and stored on-site must be stored in accordance with manufacturer specifications and cannot be spilled, poured, diluted, or dumped into drains, onto soil, or into waters.
- Accidental spills must be cleaned up immediately, disposed of properly, and reported immediately to an on-site D.R. Horton employee.
- Spills must not be washed offsite or into a storm drain.

# Contractor's Role in Compliance

- Wash / rinse water (such as concrete washwater, paint, stucco, drywall mud, and mortar mix) from tools, vehicles, and equipment must be contained within the on-site designated washout area.
- All dewatering activities must follow an approved Site Dewatering Plan. The Site Dewatering Plan may be found in the SWPPP, which may be found at the designated D.R. Horton on-site location.
- Perform your work in ways that minimize or eliminate tracking of sediment or dirt onto paved areas both on-site and off. Immediately report observed instances of tracking on pavement to a D.R. Horton on-site employee such as the Site Stormwater Compliance Representative or Superintendent.
  - Tracking of sediment on pavement must be swept immediately and not be allowed to enter the storm drain system, surface waters, or leave the site.
  - Avoid contact with BMPs located along curbs and at or near storm drain inlets to prevent damage which can cause sediment discharge into common areas, roadways, and storm sewer systems.

# Contractor's Role in Compliance Self-Reporting

## Who must report?

- Anyone working on a D.R. Horton site, or the supervisor of the company that caused or observed damages to BMPs or pollution discharges, whether accidental or intentional.

## When?

- Immediately upon causing or observing damages to site BMPs or pollution discharges.

## How?

- Self-report conditions or occurrences directly and immediately to the Site Stormwater Compliance Representative or Superintendent.

## Where to find Contact Information

- Contact information for the Site Stormwater Compliance Representative is posted at the on-site SWPPP board.

# Contractor's Role in Compliance Consequences of Failure to Comply

You are responsible for your actions!!

- A city, state, or federal agency inspection can result in requirements for corrective actions, violations, or fines issued directly to you or your company for creating pollution or causing pollution to leave the site or enter waters or other protected or sensitive areas due to your actions.
- Failure to self-report to the Site Stormwater Compliance Representative or Superintendent any conditions caused by you that result in pollution or non-compliance conditions can result in the following:
  - Verbal and/or written warnings
  - Fines or back charges
  - Loss of consideration for future projects
  - Contract consequences or termination of contract

# Jobsite Do and Don't List

## DO

- DO go to the Site Stormwater Compliance Representative with any questions regarding stormwater pollution prevention or this list.
- DO place all trash and debris in the receptacles provided.
- DO use designated washout areas for cleaning equipment (e.g., concrete trucks, except those with self-contained washouts, must use the designated concrete washout area).
- DO report any spill or petroleum or other chemicals to the Site Stormwater Compliance Representative.
- DO immediately comply with any instructions given by the Site Stormwater Compliance Representative or other DHI personnel.

## DON'T

- DON'T allow any solvents, chemicals, or rinse liquids to drain into a street or storm drain, a creek, waterway, other water body.
- DON'T disable, damage, or interfere with any silt fence or similar erosion control.
  - For example, DON'T run over a silt fence or straw wattle or forget to replace any silt fence or straw wattle you temporarily relocate.
- DON'T disable, damage, or interfere with inlet controls.
  - For example, DON'T remove inlet controls (unless an action is needed to prevent flooding) or place dirt or debris in or adjacent to inlet controls.
- DON'T disable, damage, or interfere with any stormwater pollution prevention controls at construction entrances.
  - For example, DON'T evade stone construction entrances.
- DON'T disable, damage, drive over, or interfere with geotextile, matting, or mulch.
- DON'T disable, damage, or interfere with any other stormwater pollution prevention controls.

# Contractor Orientation Program

- D.R. Horton will distribute the Jobsite DO and DON'T List to each contractor and post it on the site's SWPPP board.
- Contractors and vendors must provide copies of the Jobsite DO and DON'T List to all employees and subcontractors before they begin working on a D.R. Horton site.
- Employees of contractors and vendors, as well as all subcontractors, are expected to understand, comply with, and keep a copy of the Jobsite DO and DON'T List when working at a D.R. Horton site.



# DO

**DO** go to the Site Stormwater Compliance Representative with any questions regarding stormwater pollution prevention.



The Site Stormwater Compliance Representative's contact information is posted on the site's SWPPP Board.

# DO

DO place all trash and debris in the receptacles provided.



# DON'T

DON'T toss trash and debris on the ground



# DO

DO report any spills of petroleum/chemicals and discharges of sediment to the Site Stormwater Compliance Representative.



# DO

DO use designated washout areas for cleaning equipment and report to D.R. Horton if the cleanout is full.



# DON'T

DON'T allow any solvents, chemicals, or rinse liquids to be placed directly onto the ground.



# DO

DO comply with all instructions given by D.R. Horton personnel, including:

- Site Stormwater Compliance Representatives
- Division Stormwater Compliance Representatives
- Area Construction Manager
- Land Development Manager
- Assistant Land Development Manager
- Superintendent
- Assistant Superintendent
- All other D.R. Horton Site personnel



# DON'T

**DON'T** damage, remove, alter, or interfere with BMPs, without first getting permission from the Site Stormwater Compliance Representative or Superintendent.



# DO

DO maintain inlet control BMPs in good operating condition.



# DON'T

DON'T discharge into, disable, damage, remove, alter, or interfere with any inlet control BMPs



# DON'T

DON'T disable, damage, alter or interfere with any BMPs at construction entrances.



# DO

DO avoid seeded or stabilized areas.



# DON'T

DON'T disable, damage, alter, or interfere with any seeded, matted, blanketed, or mulched areas



# Summary

- The SWPPP and contact information for the Stormwater Compliance Representative are located at the site's SWPPP Board.
- Vendors/contractors must understand D.R. Horton's stormwater compliance expectations and distribute the Jobsite Do and Don't List to all of their employees and subcontractors prior to working on a D.R. Horton site.
- Contractors must self-report to the Site Stormwater Compliance Representative as soon as they observe any pollution or damage to BMPs resulting from their actions, or actions of others.
- Failure to meet D.R. Horton's stormwater compliance expectations or to self-report when required may result in verbal or written warnings, fines, loss of consideration for future projects, contract consequences, or termination.

# Lista Hacer y No Hacer en la Zona de Obra

## HACER

- Hacer preguntas al Representante de Conformidad de Aguas Pluviales en la zona de obra sobre la prevención de contaminantes de las aguas pluviales o esta lista.
- Colocar toda la basura y escombros en recipientes asignados.
- Use el área de lavado asignada para limpiar equipo (por ejemplo, camiones de concreto, excepto aquellos con lavaderos autónomos, deben usar el área designada para el lavado de concreto).
- Reporte cualquier derrame de petróleo u otros químicos al Representante de Conformidad de Aguas Pluviales en la zona de obra.
- Debe cumplir de inmediatamente con todas las instrucciones establecidas por el Representante de Conformidad de Aguas Pluviales en la zona de obra u otra personal de DHI.

**NO HACER** No permita que ningún solvente, químico o líquido de enjuague se drene en una calle o desagüe pluvial, un arroyo, un canal u otro cuerpo de agua.

- No desactive, dañe ni interfiera con ninguna cerca de sedimento o control de erosión similar.
  - Por ejemplo, no corra por encima de una cerca de limo o de acacia de paja ni se olvide de reemplazar cualquier cerca de limo o de paja que reubique temporalmente.
- No desactive, dañe ni interfiera con los controles de entrada de aguas pluviales.
  - Por ejemplo, no retire los controles de entrada de aguas pluviales (a menos que se necesite una acción para evitar inundaciones) ni coloque tierra o escombros en los controles de entrada de aguas pluviales o junto a ellos.
- No desactive, dañe ni interfiera con los controles de prevención de la contaminación de las aguas pluviales en las entradas de la construcción.
  - Por ejemplo, no evite las entradas de construcción de piedra.
- No desactive, dañe, conduzca ni interfiera con ningún geotextil, tapete o mantillo.
- No desactive, dañe ni interfiera con ningún otro control de prevención de la contaminación de las aguas pluviales.

# Programa de Orentacion para Contratistas

- D.R. Horton distribuirá la lista de Que Hacer y No Hacer en la Zona de obra a cada contratista y lo publicara en el tablero de PPCAP.
- Contratistas y vendedores deben proveer una copia de Que Hacer y No Hacer en la Zona de Obra a todos los empleados subcontratistas antes de empezar a trabajar en una zona de obra de D.R. Horton.
- Se requiere que todos los empleados de contratistas, vendedores y subcontratistas entiendan, cumplan y mantengan una copia de la lista de Que Hacer y No Hacer en la Zona de Obra cuando trabajan en una zona de obra D.R. Horton.



# QUE HACER

Hacer preguntas al Representante de Conformidad de Aguas Pluviales en la zona de obra sobre la prevención de contaminantes.



La información del Representante de Conformidad de Aguas Pluviales en la Zona de Obra está publicada en el tablero de PPCAP.

# HACER

Colocar todo la basura y escombros en recipientes asignados.



# NO HACER

NO sobrellene los recipientes ni arroje la basura al suelo.



# HACER

Reporte cualquier derrame de petróleo/químicos y  
desecho de sedimento al Representante de  
Conformidad de Aguas Pluviales en la zona de obra.



# HACER

Use el área de lavado asignada para limpiar equipo y reporte a un empleado de D.R. Horton si el área de lavado esta llena.



# NO HACER

NO permita que ningún disolvente, químico o líquido de lavado sea desechado directamente a la tierra.



# HACER

Debe cumplir con todas las instrucciones establecidas por el personal de D.R. Horton

- Representante de Conformidad de Aguas Pluviales en la zona de obra
- Gerente de área de construcción
- Gerente de Desarrollo de la Tierra
- Asistente de Gerente de Desarrollo de la Tierra
- Superintendente
- Asistente de Superintendente
- Todo los otros trabajadores de D.R. Horton en la zona de obra



# NO HACER

O dañe, mueva, altere, ni interfiera con PMA, sin primero tener el permiso del Representante de Conformidad de Aguas Pluviales en la zona de obra o el Superintendente.



# HACER

Mantenga en buenas condiciones los cobertores de las entradas del desagüe que controlan PMA.



# NO HACER

O vacíe líquidos, desbloquee, dañe, remueva, altera o interfiera con ningún cobertor de las entradas del desagüe que controlan PMA.



# NO HACER

NO desactive, dañe ni interfiera con los controles de prevención de la contaminación de las aguas pluviales en las entradas de la construcción.



# HACER

Evite las áreas sembradas y estabilizadas.



# NO HACER

NO desarme, dañe, altere o interfiera con ninguna área sembrada, preparada con césped o mantillo.



# Resumen

- El PPCAP y la información del Representante de Conformidad de Aguas Pluviales en la zona de obra se encuentran publicados en el tablero de PPCAP.
- Vendedores/contratistas deben entender la expectativa de conformidad de Aguas Pluviales de D.R. Horton y distribuir la lista de lo que hay que Hacer y No Hacer en la zona de obra a todos los empleados y subcontratistas antes de trabajar en una zona de D.R. Horton.
- Vendedores/contratistas deben reportar al Representante de Conformidad de Aguas Pluviales en la zona de obra en cuanto observen cualquier contaminante o daño a PMA como resultado de sus acciones o de cualquier otro.
- Fracaso en cumplir con la expectativa de conformidad de Aguas Pluviales de D.R. Horton o de reportar problemas pueden resultar en advertencia verbal o por escrito, multas, pérdida de consideración en futuros proyectos, alteración de contrato o terminación.

# Certification of D.R. Horton Contractor Orientation

This concludes the D.R. Horton Stormwater Compliance Orientation Land Development and Home Construction Contractor Responsibilities Program.

The following page certifies your understanding of and participation in the program. Please read and follow the instructions for completing the form and return to the D.R. Horton Division Purchasing Department.

# Certification of D.R. Horton Contractor Orientation

As the owner or authorized agent of the owner of the contractor company identified below, I hereby **certify** that I have reviewed and understand the D.R. Horton contractor orientation program *Stormwater Compliance Orientation, Land Development & Home Construction, Contractor Responsibilities* and the requirements described therein, which are necessary to preserve permit compliance and to control stormwater pollution, and I further **certify** that the contractor company identified below will comply with the requirements of this program and will distribute the D.R. Horton Jobsite Do and Don't List to each of its employees and subcontractors before they begin work on a D.R. Horton site.

---

Print Name

---

Contractor Company

---

Signature

---

Date