

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
CENTRAL VALLEY REGION

ACL COMPLAINT NO. R5-2007-0527

ADMINISTRATIVE CIVIL LIABILITY COMPLAINT
IN THE MATTER OF

K. HOVNANIAN FORECAST HOMES SOUTHERN, INC.– EUER RANCH SUBDIVISION
EL DORADO COUNTY

This complaint is issued to K. Hovnanian Forecast Homes Southern, Inc. (hereafter Forecast Homes) based on a finding of violations of Clean Water Act Section 301, California Water Code Section 13376, and the National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 Order No. 99-08-DWQ, pursuant to the provisions of California Water Code Section 13385, which authorizes the imposition of an Administrative Civil Liability.

The Executive Officer of the Regional Water Quality Control Board, Central Valley Region, (Regional Water Board) finds, with respect to Forecast Homes' acts, or failure(s) to act, the following:

1. Forecast Homes is the owner and developer of the Euer Ranch Subdivision, a 167-acre construction project in El Dorado County.
2. Storm water runoff from the Euer Ranch Subdivision discharges to Carson Creek, which is tributary to the Cosumnes River. Beneficial use designations for the Cosumnes River include its tributaries. The beneficial uses of the Cosumnes River include cold freshwater habitat, cold-water spawning habitat, and wildlife habitat. The Cosumnes River sustains Chinook salmon and steelhead resources such as spawning and rearing habitat, including resident fisheries and their habitat, and aquatic resources and their habitat. Chinook Salmon – Spring-run (*Oncorhynchus tshawytscha*) and Steelhead (*Oncorhynchus mykiss*), two fish species found in the Cosumnes River, are State and Federally listed as threatened.
3. On 19 August 1999, the State Water Resources Control Board adopted NPDES General Permit No. CAS000002, Order No. 99-08-DWQ (General Permit), implementing the Waste Discharge Requirements for storm water discharges associated with construction activity.
4. The General Permit requires that dischargers of storm water to surface waters associated with construction activity file a Notice of Intent (NOI) to obtain coverage under the General Permit and to use best available technology economically achievable (BAT) and best conventional control technology (BCT) to reduce storm water pollution.
5. The Clean Water Act and California Water Code require that dischargers obtain coverage under the General Permit prior to commencement of construction activities. Forecast

Homes obtained coverage under the General Permit for construction work at the Euer Ranch Subdivision and was assigned WDID No. 5S09C32758 on 3 August 2003.

6. The General Permit states, in part, the following:

“A. DISCHARGE PROHIBITIONS:

3. Storm water discharges shall not cause or threaten to cause pollution, contamination, or nuisance.

“B RECEIVING WATER LIMITATIONS

1. Storm water discharges and authorized non-storm water discharges to any surface or ground water shall not adversely impact human health or the environment.
2. The SWPPP developed for the construction activity covered by this General Permit shall be designed and implemented such that storm water discharges and authorized non-storm water discharges shall not cause or contribute to an exceedance of any applicable water quality standards contained in the Statewide Water Quality Control Plan and/or applicable RWQCB Basin Plan.

“C. SPECIAL PROVISIONS FOR CONSTRUCTION ACTIVITY:

2. All dischargers shall develop and implement a SWPPP in accordance with Section A: Storm Water Pollution Prevention Plan. The Discharger shall implement controls to reduce pollutants in storm water discharges from their construction sites to the BAT/BCT performance standard.

7. Section 301 of the Clean Water Act and Section 13376 of the California Water Code prohibit the discharge of pollutants to surface waters except in compliance with an NPDES permit.

8. Forecast Homes is alleged to have violated Discharge Prohibition A.3, Receiving Water Limitations B.1, and Special Provisions C.2 of the General Permit as described in detail below. These violations were caused by Forecast Homes' failure to implement an effective combination of sediment and erosion control Best Management Practices (BMPs) resulting in a discharge of sediment-laden storm water to Carson Creek.

- a. On 9 October 2003, Regional Water Board staff conducted an inspection of the Euer Ranch Subdivision and observed extensive areas of soil disturbance, relatively steep slopes, and a lack of erosion and sediment control measures. Based on these observations, Regional Water Board staff determined that Best Management Practices

(BMPs) for construction activities at the Euer Ranch Subdivision were inadequate, resulting in an imminent threat of erosion from unstabilized soils and the potential for sediment discharges to Carson Creek.

- b. On 10 October 2003, Regional Water Board staff observed the discharge of sediment-laden water to a storm drain adjacent to the Euer Ranch Subdivision. The source of the sediment-laden discharge was from washing of soil tracked into a roadway from the site.
- c. On 16 October 2003, a Notice of Violation (NOV) was issued to the Forecast Homes for violations of the General Permit.
- d. On the 12th and 19th of October 2004 Regional Water Board staff inspected the Euer Ranch Subdivision and observed inadequate erosion and sediment controls. On October 19 Regional Water Board staff reported observing the discharge of sediment-laden storm water to the storm drains and into Carson Creek at the Conspan bridge.
- e. On 26 October 2004, a Notice of Violation was issued to Forecast Homes for violations of the General Permit.
- f. On 6 November 2004, Forecast Homes responded in writing to the 26 October 2004 Notice of Violation, describing measures taken before and after the notice was received, with photos and map depicting best management practices.
- g. On 26 January 2005 El Dorado County staff inspected the Euer Ranch Subdivision and notified the Regional Board of a discharge to the Carson Creek.
- h. On 27 January 2005 Regional Water Board staff inspected the site and observed evidence of a sediment discharge to the Carson Creek from a constructed drainage channel near the clubhouse site.
- i. On 28 January 2005 El Dorado County staff inspected the Euer Ranch Subdivision and observed a sediment-laden discharge to Carson Creek.
- j. On 2 February 2005, a Notice of Violation was issued to Forecast Homes for violations of the General Permit.
- k. On 18 December 2005 El Dorado County staff inspected the site and notified the Regional Water Board that the site was discharging sediment-laden storm water to the creek.
- l. On 19 December 2005 Water Board staff inspected the Euer Ranch Subdivision and observed areas that had no BMPs installed, areas where BMPs were in need of maintenance and areas that had inadequate BMPs.
- m. On 21 December 2005, a Notice of Violation was issued to the Forecast Homes for violations of the General Permit.

- n. On or about 4 January 2006, Forecast Homes responded in writing to the 21 December 2005 Notice of Violation, describing measures taken before and after the notice was received, with photos depicting best management practices.
 - o. On 22 February 2006, El Dorado County staff observed workers pumping sediment-laden water from a footing to a street just upgradient from a storm drain inlet. The County also found the site to be lacking in BMP implementation.
 - p. In a memorandum dated 23 March 2006 the Department of Fish and Game determined that discharges of sediment from the site to Carson Creek could be deleterious to aquatic life.
 - q. Photos of the discharges on 19 October 2004, 28 January 2005, and 18 December 2005 show that sediment-laden water was discharged from the site.
10. Over a three year period, Forecast Homes received four Notices of Violation for failure to comply with the General Permit. Forecast Homes violated: Prohibition A.3 by threatening to cause pollution; Receiving Water Limitation B.1, by discharging sediment that was deleterious to aquatic life; and Special Provision C.2 by failing to implement an effective combination of erosion and sediment control BMPs to the BAT/BCT performance standard. These three sections were violated for a minimum of 13 days. Discharges to surface water were documented for a minimum of 8 days.

11. Section 13385 of the California Water Code states, in part:

“(a) Any person who violates any of the following shall be liable civilly in accordance with this section:

(1) Section 13375 or 13376.

(2) Any waste discharge requirements or dredged and fill material permit...

(5) Any requirements of Section 301, 302, 306, 307, 308, 318, 401 or 405 of the Clean Water Act, as amended.”

“(c) Civil liability may be imposed administratively by the state board or a regional board pursuant to Article 2.5 (commencing with Section 13323) of Chapter 5 in an amount not to exceed the... following:

(1) Ten thousand dollars (\$10,000) for each day in which the violation occurs.

(2) Where there is discharge, any portion of which is not susceptible to cleanup or is not cleaned up, and the volume discharged but not cleaned up exceeds 1,000 gallons, an additional liability not to exceed ten dollars (\$10) multiplied by the number of gallons by which the volume discharged but not cleaned up exceeds 1,000 gallons.”

“(e) *In determining the amount of liability imposed under this section, the regional board, the state board, or the superior court, as the case may be, shall take into account the nature, circumstances, extent, and gravity of the violation or violations, whether the discharge is susceptible to cleanup or abatement, the degree of toxicity of the discharge, and, with respect to the violator, the ability to pay, the effect on its ability to continue its business, any voluntary cleanup efforts undertaken, any prior history of violations, the degree of culpability, economic benefits or savings, if any, resulting from the violation, and other matters that justice may require. At a minimum, liability shall be assessed at a level that recovers the economic benefits, if any, derived from the acts that constitute the violation.*”

12. Pursuant to California Water Code Section 13385(c), Forecast Homes has a maximum civil liability of \$17,966,340. The maximum liability is based on thirteen days of violation and calculations of the discharge volume of 1,796,634 gallons during three rainfall events. The days of discharge include 18, 20, 21 December 2005 for the purpose of this complaint. Gallons discharged from the site were calculated using the Rational Method.
13. Forecast Homes saved approximately \$55,000 by not implementing adequate erosion and sediment control BMPs in some areas, and for not maintaining the BMPs that were implemented. Based on a survey of consultants, approximately \$2000 to \$6000 per acre is needed to provide the minimum erosion and sediment control measures for construction sites depending on the slope and soil type. Forecast Homes’ construction site has highly erodible soils with high erosion potential, therefore an effective combination of both erosion and sediment control BMPs are required to protect the site. Since there were BMPs installed at this site, the cost of maintaining an effective combination of erosion and sediment control BMPs at this site was estimated to be \$500 per acre. This is a very conservative estimate given the site soil conditions. To account for undisturbed areas and/or areas that were just in need of maintenance, Regional Water Board staff conservatively estimated that erosion and sediment controls or maintenance was necessary on 110 of the 167 acres. The economic savings was obtained by multiplying 110 acres by \$500 per acre.
14. Regional Water Board staff spent a total of 240 hours investigating this incident and preparing this Complaint. The total cost for staff time is \$19,200 based on a rate of \$80 per hour.
15. Issuance of this Administrative Civil Liability Complaint to enforce California Water Code Division 7, Chapter 5.5 is exempt from the provisions of the California Environmental Quality Act (Public Resources Code Section 21000, et. seq.), in accordance with Title 14 California Code of Regulations, Enforcement Actions by Regulatory Agencies, Section 15321(a)(2).

K. HOVNANIAN FORECAST HOMES SOUTHERN, INC.– EUER RANCH SUBDIVISION
IS HEREBY GIVEN NOTICE

1. The Executive Officer of the Regional Water Board proposes that Forecast Homes be assessed an Administrative Civil Liability in the amount of **\$300,000** which includes \$19,200 in staff cost and \$55,000 to recover the economic benefit derived from the acts that constitute the violations. The amount of the proposed liability is based on a review

of the factors cited in Water Code Section 13385 and the State Water Resources Control Board's Water Quality Enforcement Policy.

2. A hearing concerning this Complaint will be held before the Regional Water Board or Regional Water Board Hearing Panel within ninety days of the date of issuance of this Complaint. Forecast Homes, or its representative(s), will have an opportunity to appear and be heard, and to contest the allegations in this Complaint and the imposition of civil liability by the Regional Water Board. A notice containing the date, time and location of the hearing will be mailed to Dischargers not less than 10 days prior to the hearing date.
3. If a hearing in this matter is held, the Regional Water Board will consider whether to affirm, reject or modify the proposed Administrative Civil Liability, or whether to refer the matter to the Attorney General for recovery of judicial civil liability.

Original signed by

PAMELA C. CREEDON, Executive Officer

17 October 2007

Date

SETTLEMENT AGREEMENT AND MUTUAL RELEASE
ADMINISTRATIVE CIVIL LIABILITY COMPLAINT NO. R5-2007-0527

In the matter of:)	
)	
K. Hovnanian Forecast Homes)	Settlement Agreement
Southern, Inc.)	And Mutual Release
)	
)	
)	

This Settlement Agreement and Release (Agreement) is made by and between the Executive Officer of the Regional Water Quality Control Board, Central Valley Region (Regional Water Board) and K. Hovnanian Forecast Homes Southern, Inc. (Forecast Homes) (collectively referred to as Parties). The Parties enter into this Agreement because it is their collective desire to settle the violations alleged in Administrative Civil Liability Complaint No. R5-2007-0527 in order to avoid the expense and uncertainty inherent in an administrative enforcement proceeding and potential litigation. This Agreement will be submitted to the Regional Water Board, or its delegee, for approval and adoption pursuant to Government Code section 11415.60 as a decision by settlement and will become effective when the Regional Water Board, or its delegee, issues an order approving the Agreement.

THE UNDERSIGNED PARTIES EXECUTE THIS AGREEMENT WITH REFERENCE TO AND IN CONTEMPLATION OF THE FOLLOWING FACTS:

1. On or about (17 October 2007), the Executive Officer issued Administrative Civil Liability Complaint No. R5-2007-0527 (Complaint) which proposed to assess administrative civil liability of \$300,000 against Forecast Homes for certain alleged violations of NPDES General Permit No. CAS000002, Waste Discharge Requirements Order No. 99-08-DWQ (Construction Storm Water General Permit) at the Euer Ranch Subdivision construction project in El Dorado County.
2. The Complaint alleged that Forecast Homes failed to implement and maintain controls to reduce pollutants in storm water discharges from their construction site, resulting in the repeated discharge of sediment-laden storm water and other pollutants into nearby surface waters.
3. Forecast Homes has objected to the existence of the alleged violations, the magnitude of the proposed administrative civil liability, the calculation of the statutory maximum liability and the estimates of the alleged discharge volumes. Forecast Homes enters into this Agreement without the admission of any fact or the adjudication of any issue in this matter, and by entering into this agreement, Forecast Homes is not admitting to liability for any of the alleged violations.
4. The Parties, through their respective representatives, have reached a settlement agreement. Except as provided in paragraph 3a below, this Agreement is a final and binding resolution and settlement of all claims, violations or causes of action alleged in the Complaint, or which could have

been asserted by the Regional Water Board based on the specific facts alleged in the Complaint, against Forecast Homes and its subsidiaries, corporate parents, affiliates, successors, heirs, assigns, and their officers, directors, partners, employees, representative agents, and attorneys, as of the date the Regional Water Board, or its delegee, issues an order approving the Agreement. The provisions of this paragraph are expressly conditioned on Forecast Homes' full satisfaction of all the obligations of the Agreement.

- a) This Agreement does not resolve any claims or causes of action which could have been alleged by the Regional Water Board against Forecast Homes for violations of Section 401 of the federal Clean Water Act.
5. The general terms of the settlement are that Forecast Homes will pay, in exchange for a full and final release of the claims described in Paragraph 3, above, an administrative civil liability of \$300,000. Of that sum, \$200,000 shall be payable to the State Water Resources Control Board's Pollution Cleanup and Abatement Account. The remaining administrative civil liability of \$100,000 shall be permanently suspended contingent upon the successful completion of the supplemental environmental project (SEP) described in Attachment A, in accordance with Paragraph 11 of this Agreement.
6. As a material condition of this agreement, Forecast Homes represents and warrants that the SEP is not and was not previously contemplated, in whole or in part, by Forecast Homes or any related entity for any other purpose, except to partially satisfy Forecast Homes' obligations as may be ordered in response to the Complaint, and that the SEP would not be undertaken by Forecast Homes or any related entity in the absence of this enforcement action.
7. In order to facilitate the approval of the proposed settlement, and to carry out its terms, the Parties desire to enter into the following agreement.

NOW, THEREFORE, in exchange for their mutual promises and for other good and valuable consideration specified herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

8. Forecast Homes agrees that the Regional Water Board has subject matter jurisdiction over the matters alleged in the Complaint and personal jurisdiction over Forecast Homes.
9. Forecast Homes agrees to waive its right to a hearing before the Regional Water Board within 90 days of the date of issuance of the Complaint, except as provided in Paragraph 18 of this Agreement.
10. Forecast Homes agrees to pay \$200,000 to the State Water Resources Control Board, payable to the State Water Pollution Cleanup and Abatement Account within 20 days of receiving written notice from the Regional Water Board, or its delegee, that it has adopted an order or decision by settlement pursuant to Government Code section 11415.60 which approves this Agreement.

11. Forecast Homes agrees to pay \$100,000 to the Water Education Foundation to fund the SEP described in Attachment A within 20 days of receiving written notice from the Regional Water Board, or its delegee, that it has adopted an order or decision by settlement pursuant to Government Code section 11415.60 which approves this Agreement. Forecast Homes shall be deemed to have fully performed the obligations under this Paragraph when the following five steps have been satisfied:
 - a) Forecast Homes pays \$100,000 to the Water Education Foundation to fund the SEP described in Attachment A within 20 days of receiving notice from the Regional Water Board, or its delegee, that it has adopted an order or decision by settlement pursuant to Government code section 11415.60 which approves this Agreement. Such funding of the SEP is to be made pursuant to a written agreement between Forecast Homes and the Water Education Foundation, wherein the Water Education Foundation agrees to perform the SEP described in Attachment A. The written agreement shall include a provision that requires the SEP described in Attachment A to be completed in accordance with the tasks and schedule described in Attachment A, to the maximum extent practicable.
 - b) Forecast Homes provides the Regional Board documentation from the Water Education Foundation acknowledging receipt of the \$100,000.
 - c) The Regional Water Board is provided a final copy of the video and booklet produced in accordance with the tasks described in Attachment A, no later than 13 months after Forecast Homes receives written notification from the Regional Water Board, or its delegee, that the Regional Board has adopted an order or decision by settlement pursuant to Government Code section 11415.60 which approves this Agreement.
 - d) Forecast Homes distributes a minimum of 300 copies of the final video and 1500 copies of the final booklet, as described in the SEP described in Attachment A, to interested persons or organizations no later than 13 months after Forecast Homes receives written notification from the Regional Water Board, or its delegee, that the Regional Board has adopted an order or decision by settlement pursuant to Government Code section 11415.60 which approves this Agreement.
 - e) Forecast Homes provides written notice to the Regional Water Board that the distribution of the final video and booklet has been made no later than 10 days of completing the distribution.
12. In the event that Forecast Homes does not perform its obligations under Paragraph 11, the suspended administrative civil liability amount of \$100,000 shall, within 20 days after written notice by the Executive Officer, be paid to the State Water Pollution Cleanup and Abatement Account.
13. If Forecast Homes is unable to perform any activity or submit any document within the time required under this Agreement, Forecast Homes may, prior to expiration of the time, request an extension of time in writing. The extension request shall include a justification for the delay.

14. If the Regional Water Board, or its delegee, determines that good cause exists for an extension of time, it will grant the request and specify in writing a new compliance schedule. The Parties agree that the deadlines in the new compliance schedule shall be considered incorporated into this Agreement and binding on Forecast Homes, unless superseded by another compliance schedule granted pursuant to this Paragraph.
15. Forecast Homes agrees to provide a progress report to the Regional Water Board every three months, beginning from the date Forecast Homes completes its obligation under paragraph 11.A. The progress report shall identify which tasks set forth in the SEP described in Attachment A have been completed and which tasks still need completion. If there has been any deviation from the schedule for completion of the tasks as set forth in the SEP described in Attachment A, the progress report shall explain the reason for such deviation and describe a plan for bringing the remaining tasks back on schedule.
16. Forecast Homes agrees that whenever Forecast Homes or its subsidiaries, corporate parents, affiliates, successors, heirs, assigns, officers, directors, partners, employees, representative agents, subcontractors, attorneys, or any fiscal agent holding SEP funds, publicizes one or more elements of the SEP, it shall state in a prominent manner that the SEP is being undertaken as part of the settlement of an enforcement action against Forecast Homes by the Regional Water Board. Participation by a representative of Forecast Homes in a Water Education Foundation advisory committee will not be considered Forecast Homes "publicizing" an element of the SEP.
17. This Agreement and the proposed order or decision by settlement will be circulated for public notice and comment purposes by the Executive Officer.
18. In the event that this Agreement does not take effect because it is not approved by the Regional Water Board or its delegee, or is vacated in whole or in part by the State Water Resources Control Board or a court, the Parties acknowledge that they expect to proceed to a contested evidentiary hearing before the Regional Water Board to determine whether to assess administrative civil liabilities for the underlying violations, unless the Parties agree otherwise. The Parties agree that all oral and written statements and agreements made during the course of settlement discussions will not be admissible as evidence in the hearing. The Parties also agree to waive any and all objections related to their efforts to settle this matter, including, but not limited to: 1) objections related to prejudice or bias of any of the Regional Board members or their advisors and any other objections that are premised in whole or in part on the fact that the Regional Board members or their advisors were exposed to some of the material facts and the Parties' settlement positions as a consequence of reviewing this Agreement, and therefore may have formed impressions or conclusions, prior to conducting any contested evidentiary hearing on the Complaint in this matter; or 2) laches or delay or other equitable defenses based on the time period that the order or decision by settlement may be subject to administrative or judicial review.

19. Each Party executing this Agreement in a representative capacity represent and warrants that he or she is authorized to execute this Agreement on behalf of and to bind the entity on whose behalf he or she executes the Agreement.
20. This Agreement shall not be construed against any Party preparing it, but shall be construed as if the Parties jointly prepared this Agreement and any uncertainty and ambiguity shall not be interpreted against any one Party.
21. Each Party to this Agreement shall bear all attorney's fees and costs arising from that Party's own counsel in connection with the matters referenced herein, and any other costs incurred in defense or settlement of the proposed enforcement action.
22. The Parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement, including the delivery of any documentation reasonably requested by the Regional Water Board to ensure that the terms of the Agreement are being complied with.
23. The failure of the Regional Water Board or its staff to enforce any provision of this Agreement shall in no way be deemed a waiver of such provision, or in any way affect the validity of the Agreement. The failure of the Regional Water Board or its staff to enforce any such provision shall not preclude them from later enforcing the same or any other provision of the Agreement. The expiration of a deadline contained in the Agreement does not make the related provision unenforceable; on any Party's application, the Regional Water Board shall establish a new deadline. No oral advice, guidance, suggestions or comments by employees, officials or members of the Regional Water Board regarding matters covered in the Agreement shall be construed to relieve the Respondent of its obligations under the Agreement.
24. This Agreement shall not be modified by any of the Parties by oral representation made before or after the execution of this Agreement. All material modifications must be in writing and signed by the Parties.
25. This Agreement shall be executed as duplicate originals, each of which shall be deemed an original Agreement, and all of which shall constitute one agreement.
26. This Agreement shall become effective immediately on adoption by the Regional Water Board, or its delegatee, of an order approving the Agreement.
27. This Agreement is entered into and shall be construed and interpreted in accordance with the laws of the State of California.
28. Notices and correspondence concerning this Agreement shall be sent by overnight or certified mail to the following addresses. Any party may notify the other of a change of notice address by letter sent by overnight or certified mail.

In the matter of K Hovnanian Forecast Homes, Southern, Inc.
Settlement Agreement and Mutual Release

For Forecast Homes:

Courtney McAlister, Chief Legal Counsel
K. Hovnanian Forecast Homes Southern, Inc.
1375 Exposition Boulevard, Suite 300
Sacramento, CA 95815

Katharine Wagner
Downey Brand LLP
555 Capitol Mall, 10th Floor
Sacramento, CA 95814

For the Regional Board:

Ms. Pamela Creedon
Executive Officer
California Regional Water Quality Control Board, Central Valley Region
11020 Sun Center Drive, #200
Rancho Cordova, California 95670-6114

David Boyers
Office of Enforcement
State Water Resources Control Board
1001 I Street, 16th Floor
Sacramento, California 95814

IN WITNESS HEREOF, the Parties hereto have executed this Agreement as of the date set forth above.

For Regional Board Executive Officer:

original signed by Ken Landau for
Pamela C. Creedon
Executive Officer

17 October 2007
(date)

For Forecast Homes:
K. Hovnanian Forecast Homes Southern, Inc.

By: original signed by Courtney McAlister
Name: _____

26 October 2007
(date)

Title: Chief Legal Counsel

Attachment A

In the matter of K Hovnanian Forecast Homes, Southern, Inc.
Settlement Agreement and Mutual Release

Supplemental Environmental Project
Water Education Foundation

Name of Project: Storm Water Construction Video and Booklet

Name of Organization: Water Education Foundation
717 K Street, Suite 317
Sacramento, CA 95814
916-444-6240
www.watereducation.org

Contact Person: Rita Schmidt Sudman, Executive Director
(rsudman@watereducation.org)

Project Description:

Due to the large number of sites and the high potential for discharges from construction sites to adversely impact water quality, storm water compliance within the development industry is essential. Although industry compliance has improved in recent years, it will always remain a challenge due to the ephemeral nature of construction activity coupled with the unprecedented high growth rate within the region.

The Sacramento office of the Central Valley Regional Water Quality Control Board currently regulates over 2,800 active construction sites. While both municipalities and the Regional Water Quality Control Board conduct training programs to educate the development industry regarding Best Management Practices, budget constraints and the number of available personnel and hours limit their ability to reach all industry members.

The Water Education Foundation proposes to create a Storm Water Video and Booklet in English and Spanish to assist municipalities and developers with expanding the scope of their storm water construction oversight programs. The Storm Water Video will be presented in a documentary style with board and industry viewpoints and on the ground examples of Best Management Practices for construction sites. The video will be based on the outreach training classes of regional board staff. The Regional Board staff will be allowed to review and provide comments on the Storm Water Video and Booklet during production and prior to their official release. In addition, the Regional Board will be allowed to include legal disclaimers in the Storm Water Video and Booklet, or approve legal disclaimers suggested by the Foundation, regarding their use.

The Storm Water Booklet will be designed as a multi-page, color booklet to accompany and reinforce the information presented in the video. The Video and Booklet will be distributed to developers and Phase I and Phase II municipalities in the Municipal Storm Water Sewer System Program for the Central Valley Region.

As with the Foundation's other publications and videos, we will form an advisory committee of stakeholders (e.g. municipal storm water authority representatives, contractors, representatives from the building industry, and environmentalists) to ensure that the video and booklet cover the key issues and Best Management Practices in a way that is accurate, timely and useful for improving water quality. The Foundation will maintain editorial control while giving serious consideration to all comments submitted by advisory committee members.

This project will enhance water quality and beneficial uses of the waters of the state by preventing the discharge of sediment and other pollutants in storm water runoff, educating dischargers about how to mitigate their impact on water quality and promoting the use of best practices which are designed to eliminate or reduce the amount of pollution contributed by current practices.

Attachment A

In the matter of K Hovnanian Forecast Homes, Southern, Inc.
Settlement Agreement and Mutual Release

Supplemental Environmental Project
Water Education Foundation

Scope of Work:

Task 1: Planning/Design

- Form advisory committee
- Meetings with advisory committee to get their thoughts on program components

Task 2: Video Script

- Research
- Complete Program Treatment
- Expand Program Treatment into Script

Task 3: Prepare “Rough Cut” of Video

- Filming
- Development of program graphic elements begins – maps, backgrounds, artwork, illustrations, animations
- Begin editing of “Rough Cut” (draft) video
- Develop Program Credits
- Produce “Rough Cut” (draft) of video
- Distribute “Rough Cut” to advisory committee and Regional Board for comments

Task 4: Draft Booklet

- Research
- Begin development of booklet
- Distribute draft booklet text to advisory committee and Regional Board for comments

Task 5: Edit Video

- Analyze advisory committee and Regional Board comments
- Final editing of program
- Develop final graphics package for program
- Finalize artwork for program DVD packaging

Task 6: Edit Booklet

- Review advisory committee and Regional Board comments and begin editing booklet
- Begin layout of booklet
- Develop final graphics for booklet

Task 7: Reproduce Final Products

- Print booklets. More copies to be printed later if needed
- Produce DVD’s sufficient for distribution to developers and Phase I and Phase II municipalities in the Municipal Storm Water Sewer System Program for the Central Valley Region

Task 8: Distribute Products

- Distribute DVD and booklet copies to interested groups

Task 9: Project Management and Evaluation

- Contract management, accounting, budget management, coordination with partners, subcontractors, and stakeholders
- Develop written evaluation of program use
- Biannual progress report
- Final Report detailing project activities and evaluation results

Attachment A

In the matter of K Hovnanian Forecast Homes, Southern, Inc.
Settlement Agreement and Mutual Release

Supplemental Environmental Project
Water Education Foundation

Project Schedule: The project will start within one month of award of funding.

Task	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
• Planning/Design	X	X										
• Video Script		X	X	X								
• Prepare "Rough Cut" of Video					X	X	X	X	X			
• Draft Booklet				X	X	X						
• Edit Video									X	X		
• Edit Booklet							X	X	X	X		
• Reproduce Final Products											X	X
• Distribute Products												X
• Project Management and Evaluation	X	X	X	X	X	X	X	X	X	X	X	X