

The Green Tier/Clear Waters Initiative Environmental Results Program Charter

I. PURPOSE

The expressed purpose of this Charter is to establish a foundation pursuant to s. 299.83, Stats., by which voluntary methods can be used and improved to minimize and prevent storm water run-off problems associated with land development and home building construction site activities.

II. MISSION

The mission of this Charter is to cause a meaningful reduction, beyond current state standards, in the sediment and nutrient delivery to the lakes, streams, and wetlands in Dane County resulting from the construction of new homes, housing subdivisions, and businesses, and to develop alternative approaches and practices at the planning level, subdivision construction level, and individual lot level, that will result in better erosion control and long-term storm water management. Furthermore, the mission is to explore new business and regulatory practices that result in improved regulatory certainty for Charter Participants and increased regulatory efficiency by regulatory agencies.

The Charter Signatories will explore the development of practices that minimize the environmental impact of developments. This effort will focus on sustainable practices and will include measures for 1) conservation of surface water and groundwater; 2) conservation of energy; 3) reduction of air emissions; and 4) maximizing recycling.

The Signatories to this Charter, along with interested parties, will at least annually evaluate the effectiveness of the Charter in meeting the stated objectives as agreed upon by the Signatories.

III. OBJECTIVES

1. To the extent allowed by the Environmental Results Program legislation under s. 299.83, Wis. Stats., termed “Green Tier,” all Signatories to this Charter will support and implement continual improvement techniques in construction business and on-site construction practices, and the rules governing them, to more effectively reduce the release of sediments and nutrients to the lakes, streams, and wetlands of Wisconsin.

2. Continual improvement techniques going beyond compliance with the rules governing the construction business and on-site construction practices will be supported and employed throughout the term of this Charter by all Signatories to the Charter. These techniques may be used to reduce or minimize regulatory oversight and inspection using proven and verifiable management systems that result in measurable improvements.

3. The Signatories to this Charter will make these process and site management improvement techniques available and transferable to the general industry to the extent practicable.

4. Further, the Signatories to this Charter will implement changes, to the extent allowable by statute, administrative code, and ordinance, that allow for the use of these process and site

management improvement techniques by each of their jurisdictional departments and company departments in order to promote the procedural implementation of these improvements. The Signatories agree to use the provisions of s. 299.83 to provide Tier 1 or Tier 2 Participants with mutually acceptable approaches that meet and/or exceed relevant performance standards. If unable to accommodate the agreed upon approaches, upon consensus, Signatories to this Charter may seek changes to statute, administrative code, or ordinances as appropriate to further the mission and objectives of this Charter.

5. The Signatories to this Charter agree, to the extent practicable, to develop and implement a process that allows a single Technical Contact for permitting, the application of uniform standards, and achievement of streamlined regulatory approvals, resulting in improved environmental performance.
6. Each governmental entity that is Signatory to this Charter will work together to coordinate and decrease the variability of regulatory governmental programs and authorizations applicable to land development and home building construction sites for those Participants in this Charter.
7. The execution of this Charter provides the Participants with the opportunity to utilize the processes outlined in s. 299.83, Wis. Stats., to achieve a Tier 1 or Tier 2 Environmental Results Program.

IV. SIGNATORIES

The Signatories to this Charter include the following entities:

1. Dane County
2. City of Madison
3. City of Sun Prairie
4. Veridian Homes LLC
5. Wisconsin Department of Natural Resources
6. Other governmental entities that the Signatories of this Charter agree to allow to participate
7. Other Participants that the Signatories of this Charter agree to allow to participate

V. DEFINITIONS

For the purpose of this Charter, the following definitions apply:

1. “Environmental aspect” means an element of an organization’s activities, products, or services that can interact with the environment.
2. “Environmental impact” means any change to the environment, whether adverse or beneficial, wholly or partially resulting from an organization’s activities, products, or services.
3. “Governmental entity” means any state or local agency or jurisdiction that is Signatory to this Charter.
4. “Participant” means any land development or home building company or contractor that is Signatory to this Charter.

5. "Charter Board of Directors" The Charter Board of Directors members will be the Wisconsin Department of Natural Resources Lower Rock River Water Leader; the City of Madison Engineer the City of Sun Prairie Engineer; the Dane County Department of Land and Water Resources Director; a member of the Dane County Lakes and Watershed Commission; and a representative of each Charter Participant.

VI. TERMS AND CONDITIONS

Charter Term and Renewal: This Charter shall commence upon signing by all Signatories and continue in effect for a period of five years. The Charter may be renewed for additional 5-year terms.

1. General Provisions:

- a) Applicable Law and Effect of Charter. Wisconsin law governs this Charter. Nothing in this Charter is intended to be contradictory to or inconsistent with applicable Federal, State and Local laws, ordinances, regulations, or environmental standards in effect during the period of this Charter. This Charter does not bind the State Legislature and their actions affecting the Wisconsin Department of Natural Resources.
- b) All covenants, terms and conditions contained herein are severable, and in the event any competent court or agency shall hold any of them invalid, this Charter shall be interpreted as if such invalid covenants, terms or conditions were not contained herein. However, each Signatory shall have the right to terminate its participation in this Charter following the severing of any portion of this Charter.
- c) Amendment. This Charter may be amended only in writing by agreement of all of its Signatories or their successors. Any amendment shall be consistent with and in furtherance of the objectives, terms, and conditions of this Charter. If an Amendment will increase the number or scope of provisions in this Charter, or materially alter the level and type of environmental performance, then the Wisconsin Department of Natural Resources shall provide an additional public notice and may provide an additional public information meeting as required by law.
- d) Additional Signatories. It is the intent of the Charter to permit additional Participants and government entities to join the Charter, to the maximum extent practical. The Signatories to this Charter may accept other governmental entities or Participants into this Charter consistent with the terms and conditions of Appendix 5.
- e) Appendices. The Charter Board of Directors may modify the appendices of this Charter by consensus to meet operational needs without formally amending the Charter, provided any modification is consistent with and in furtherance of the objectives, terms, and conditions of this Charter. Prior to modification to the appendices becoming effective, the Charter Board of Directors will allow for a 30 day public comment period.
- f) Involuntary Termination. The Wisconsin Department of Natural Resources may, after opportunity for a hearing, terminate this Charter if the Department determines that any Signatory to the Charter is in substantial noncompliance with the Charter. Resignation of

Charter Member(s). Any Signatory, subject to the provisions of ss. 19.36 (8) and 23.38, Stats. who has evidence that the Signatories to the Charter are in noncompliance with the Charter may submit such information in writing to the Charter Board of Directors. Information concerning Participant's non-compliance with the Charter will be considered by the Charter Board of Directors in evaluating the Charter and the performance of the Participants

- g) Resignation of Charter Member(s). Any Signatory to this Charter may resign from the Charter upon written notice to the Charter Board of Directors. All Signatories recognize that such a resignation could affect the scope of the Charter to the degree that termination of the Charter is possible.
- h) Technical Contact. Each Signatory to this Charter shall provide, in writing to every other Signatory, the name and contact information for an individual who will serve as the technical contact ("Technical Contact") for purposes of this Charter. The Technical Contact shall serve as the primary contact person for all negotiations, agreements, and conflicts that may arise under this Charter, and the Signatories agree to communicate and work through these Technical Contacts to the fullest extent practicable. If the Technical Contact changes for a Signatory, that Signatory will notify all other Signatories of the change and identify the new Technical Contact as soon as possible, preferably within 5 business days.
- i) The Technical Contacts will function as arbitrators for dispute resolution among the technical staff of all Signatories. If the dispute cannot be resolved in a timely manner, it shall be referred to and decided by the Charter Board of Directors.

2. Annual Reporting of the Charter Organization: The Charter organization shall report annually to the public through the Wisconsin Department of Natural Resources on performance improvements and activities engaged in under the Charter. The Chair of the Charter Board of Directors will establish the date of the annual meeting. Each annual meeting will be held sometime in the first two weeks of December. At each annual meeting, the Charter Board of Directors will identify Environmental Aspects and Environmental Impacts for which specific metrics will be established and measured during the following year. The metrics and measurements must be in alignment with the overall Purpose and Mission of the Charter and will be determined by the objectives of the agreement set for the following year. Compilation of the annual report will be done in consultation with all members of the Board of Directors but will be the responsibility of the Chair. The annual report and supporting documentation will be submitted to the Department of Natural Resources Bureau of Cooperative Environmental Assistance and the South Central Region headquarters by March 1 of the following calendar year.

3. Responsibilities of the Governmental Entities: Governmental entities will support the Charter by participating, supporting, and collaborating with the Participants in the development of business practices, construction practices, alternative regulatory, and non-regulatory methods that minimize or eliminate sediment and nutrients from entering the lakes, streams, and wetlands of Wisconsin. Governmental entities shall encourage pilot programs, understanding that some

will be successful, while others may not be and that those that are not successful will be enforced with regulatory discretion wherever there is a good faith effort to follow agreed-upon alternative pilot programs. The governmental entities will recognize and acknowledge that some measurable improvements may occur outside of the scope of the Charter, but may be recognized and accrued within the benefits to environmental performance of the Charter. The governmental entities will implement and participate in all applicable activities specified in the appendices to this charter. Governmental entities are encouraged to perform Environmental Aspect and Environmental Impact analyses related to their specific role in the Charter.

4. Responsibilities of Participants: Each Participant will apply for either Tier 1 or Tier 2 under Wisconsin Statute Section 299.83, the Environmental Results Program. Initial Participants will be provisionally admitted to the Charter and will serve on the Charter Board of Directors. Upon signature, new Participants will be provisionally admitted to the Charter but will not initially serve on the Charter Board of Directors. The Charter Board of Directors shall review new applications consistent with Appendix 5 of this Charter. New Provisional Participants will provide a Technical Contact but will not be admitted to the Charter Board of Directors or subject to the dispute resolution process until they have demonstrated full compliance with the Charter. All Provisional Participants will be fully admitted to the Charter after the Charter Board of Directors determines through an inspection and interviews that that the Provisional Participant is in full compliance with all aspects of the Charter. Upon full admittance to the Charter Participants are expected to implement all aspects of the Charter and participate in all applicable activities specified in the appendices to this Charter. Each Signatory agrees that it is responsible or liable for the actions of its employees, agents or officers in connection with this Charter, and any liability imposed by law for any damage, loss or expense shall be charged solely to the responsible Signatory.

5. Responsibilities of the Charter Board of Directors: The Charter Board of Directors will have the following responsibilities: 1) Annually select a member to serves as Chair; 2) resolve technical and administrative disputes resulting from the permitting process; 3) set annual goals for the Charter; 4) Conduct an annual audit of the Charter and its members and submit the results of that audit to the Department of Natural Resources; 5) admit new Signatories into the Charter; 6) propose amendments to the Charter and revisions to the appendices; 7) meet at least annually and when circumstances arise to fulfill its responsibilities.

6. Open Meetings Law. Meetings of the Charter Board of Directors shall be subject to the provisions of applicable municipal and state Open Meetings laws.

8. Non-Discrimination. In the performance of the services under this Charter, the Signatories agree not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin, or ancestry, income level, or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status. The Signatories further agree not to discriminate against any subcontractor or person who offers to subcontract on this Charter because of race, religion, color, age, disability, sex or national origin.

VII. APPENDICES

The following appendices are hereby incorporated within the terms of this Charter:

Appendix 1 – Performance Measures

Appendix 2 – Performance Assurance

Appendix 3 – Erosion Control Trade Contractor Training

Appendix 4 – Early Involvement of Governmental Entities

Appendix 5 – New Signatories to the Charter

Appendix 6– Participant Continuous Improvement and Audit Process

VIII. WARRANTY OF AUTHORITY

Each of the persons signing below represents and warrants that they have the authority to execute this Charter on behalf of the party for which they sign.

IX. SIGNATURES

The authorizing signatures for each Signatory to the Charter follow:

DANE COUNTY

By _____
Kathleen M. Falk, County Executive

By _____
Robert Ohlsen, County Clerk

CITY OF MADISON

By _____
David J. Cieslewicz, Mayor

By _____
Ray Fisher, City Clerk

CITY OF SUN PRAIRIE

By _____
Joe Chase, Mayor

By _____
Diane J. Hermann-Brown, City Clerk

VERIDIAN HOMES, LLC

By _____
David Simon, President

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By _____
P. Scott Hassett, Secretary

Appendix 1 – Performance Measures

“Best management practices” or “BMPs” means structural or non-structural measures, practices, techniques or devices employed to avoid or minimize soil, sediment or pollutants carried in runoff to waters of the state.

All Signatories to the Green Tier/Clear Waters Initiative Environmental Results Program Charter agree to employ best management practices that will ensure that developments conducted by a Participant meet or exceed construction standards within Wisconsin Administrative Code NR 216 and NR 151, Dane County Chapters 11 and 14, the Uniform

Dwelling Code, and other local requirements. It is the intent of this appendix to specify general site considerations and best management practices used by the Participant to comply with erosion control requirements.

It is not the intent of this appendix to be all-inclusive. From time to time equivalent or superior practices may become apparent that meet or exceed the performance of BMPs. A Participant considering a new BMP shall notify the Charter Board of Directors of its intention to pilot the BMP. The Participant will work with affected regulatory agency to develop and implement the pilot BMP and report back to the Charter Board of Directors. The Charter will recognize those practices and include equivalent or superior BMPs within this appendix. However it is the expectation of the Charter that designed BMPs will be maintained in a working order on a daily basis.

1. General Site BMPs:

The goal of this appendix is to provide a suite of activities that all Participants agree to initiate in order to reduce erosion from both plat level and building site level construction sites.

a) **Plat Level, Commercial, or Multi-Family sites:**

- Upon the closing of title or control of new land by the Participant, that Participant shall include conditions that will maintain or establish soil conservation practices ensuring that cropland erosion is at or below tolerable soil loss (T) on all agricultural fields. Further, the Participant will work in consultation with the Dane County Land and Water Resource Department to ensure that all water resources are buffered as appropriate
- Existing cultural and natural resource areas shall be identified for protection and enhancement.
- Site development plans shall be in compliance with all applicable state, county and local rules and ordinances.
- Wisconsin Department of Transportation Type “D” inlet protection or equivalent as determined by the regulatory agency’s technical contact shall be installed and maintained in all storm water inlets receiving runoff from the site whether on-site or off-site.
- A complete copy of the approved erosion control and storm water management plan shall be kept on site.
- Individual BMPs shall be installed and maintained in accordance with the Wisconsin Department of Natural Resources’ Technical Standards or local standards where State standards do not exist. The Department of Natural Resources’ Technical Standards are available online at:

<http://dnr.wi.gov/org/water/wm/nps/stormwater/techstds.htm#Construction>

2. Site Level Controls - One and Two Family Homes

General timing considerations:

Perimeter control - Prior to any excavation or other ground disturbance on the lot.

Surface protection - Immediately after completing any finish grading.

Site access - Prior to any heavy equipment access to the lot.

Inlet protection - Prior to any heavy equipment access to the lot.

a) **Low Risk Sites:** (Slopes less than 4 % and slope length less than 50 feet, or slopes 4% to 15% and slope length less than 25 feet; site stabilized within 120 days)

- Perimeter control – Silt fence, silt sock*, and/or earthen berm with stone weeper outlet OR surface protection** (silt fence - DNR Std. 1056; earthen berm – DNR Std. 1066)
- Surface protection – All exposed soil covered with wood chips, heavy straw mulch (DNR Std. 1058) or stone**
- Site access – Stone access pad constructed of 2” or larger clear (screened) stone, from street or carriage lane to building foundation (DNR Std. 1057)
- Inlet Protection – WisDOT “Type C” or as determined by the regulatory agency’s technical contact installed in all storm water inlets receiving runoff from the site
- Site stabilization – Seed and mulch, seed and compost, or sod within 120 days, weather permitting, from start of grading (seeding - DNR Std. 1059) (mulch - DNR Std 1058)
- Winter Stabilization – If winter shutdown is expected, perimeter or surface protection shall be in place, prior to the first major snow event.
- Streets swept at the end of each work day

* Will be piloted and monitored during first year

** Contractor may choose to do either perimeter control or surface protection

b) **Moderate Risk Sites:** (Slopes 4 % to 8% and slope length of 50 to 100 feet, or slopes 8% to 20% and slope length less than 20 feet; site stabilized within 120 days)

- Perimeter control – Silt fence reinforced with straw bales and/or earthen berm with stone weeper outlet OR surface protection* (silt fence - DNR Std. 1056) (earthen berm – DNR Std. 1066)
- Surface protection – All exposed soil covered with wood chips, heavy straw mulch, (DNR Std 1058) or stone*
- Site access – Stone access pad constructed of 2” or larger clear (screened) stone, from street or carriage lane to building foundation (DNR Std. 1057)
- Inlet protection – WisDOT “Type D” installed in all storm water inlets receiving runoff from the site
- Site stabilization – Seed and mulch, seed and compost, or sod within 120 days, weather permitting, from start of grading (seeding - DNR Std. 1059) (mulch - DNR Std 1058)
- Winter Stabilization – If winter shutdown is expected, perimeter or surface protection shall be in place, prior to the first major snow event.
- Streets swept at the end of each workday.

*Contractor may choose to do either perimeter control or surface protection.

c) **High Risk Sites:** (All other sites not low or moderate risk, greater than 20% slope; site stabilized within 120 days)

- Perimeter control – Engineered system (silt fence, if used, must be reinforced w/ straw bales)
- Inlet protection – WisDOT “Type D” with metal support framework installed in all storm water inlets receiving runoff from the site.
- Site access - design for multiple access pads (DNR Std. 1057), contractor parking area off the access pad, and material delivery area surfaced with 2” or larger clear stone.
- Surface protection – All exposed soil covered with wood chips, heavy straw mulch (DNR Std. 1058) or stone.
- Site stabilization – Seed and mulch, seed and compost, or sod within 120 days, weather permitting, from start of grading (seeding - DNR Std. 1059) (mulch - DNR Std 1058)
- Winter Stabilization – If winter shutdown is expected, perimeter or surface protection shall be in place, prior to the first major snow event.
- Streets swept at the end of each workday.

Appendix 2 - Performance Assurance

As used in this appendix, “regulatory agency” means a governmental entity that is a Signatory to the Charter and that has a regulatory oversight role relevant to a Participant’s activities.

Signatories to the Green Tier/Clear Waters Initiative Environmental Results Program Charter agree to the surveillance, monitoring, correction, and compliance standards contained in this appendix. The intent of the surveillance, monitoring, correction, and compliance standards is to ultimately reduce and eliminate soil erosion into our lakes, streams, and wetlands. While it is the intent of this Charter to eliminate soil erosion into our lakes, streams, and wetlands, it is also recognized that from time to time there will be problems at construction sites that need correction. It is the expectation of all Signatories to this Charter that the best management practices specified in Appendix 1 are fully implemented and maintained.

In an effort to resolve complaints concerning compliance and erosion issues at a Participant’s construction sites as expeditiously as possible, the Signatories to this Charter agree to the following:

1. Upon receipt of a complaint, subject to the provisions of ss. 19.36 (8) and 23.38, Stats., to or by a regulatory agency:
 - a) The Participant is notified of the complaint by the regulatory agency
 - b) The Participant self inspects with 24 hours of notification
 - c) The Participant reports to the regulatory agency with results of the inspection and resolution
 - d) The regulatory agency notifies the complainant about the resolution of the complaint

2. Third party routine audits:
 - a) The Participant shall ensure that 3 audits occur during prime construction season (May – Sept.). An additional audit shall occur prior to December 1 of a given year.
 - b) A routine check of 10% of the neighborhoods under land development activities and/or building construction activities shall occur.
 - c) A report of the audit shall be shared with all Signatories to the Charter within 10 business days of completion.

3. Virtual inspection program:
 - a) One and two family homes and up to four unit multifamily homes -
 - At least two photos will be taken of the exterior building site on a weekly schedule to demonstrate compliance with this Charter to include one from the front and one from the rear.
 - If a Web site is used, at least two weeks of photos will remain on the Web site
 - Site photos will be posted on a Web or delivered by disk to the regulatory agencies on a weekly basis.
 - A Participant will note any areas in need of corrective actions and will make appropriate corrections within the timeframe set by the Participant’s EMS or existing regulations, whichever is more restrictive.
 - b) Other sites such as commercial, multifamily homes larger than four units and plat level development -

- During the plan review process the regulatory agencies will specify the number and vantage points of the photos to be taken.
 - All other aspects of the virtual inspection program will be the same as that for one and two family homes and up to four unit multifamily home sites listed in a) above.
4. Immediate contact list: Each Participant will provide the regulatory agencies with an emergency contact person and backup who will be accessible 24 hours a day 365 days a year to deal with emergency situations.
5. The Regulatory Agencies may review construction and development sites at their discretion to assist Participants in complying with the requirements of in the Charter or in achieving superior environmental performance. The alternative performance-based system is only available to Charter Participants and the regulatory agencies will implement the performance-based inspection program for Participants who show a good faith effort to implement the Charter and its appendices. In the event of noncompliance with this Charter, the involved regulatory agency after consultation with the Participant's technical contact, may enforce its statutory and administrative erosion control standards.

6. Alternative Performance-Based Inspection Program:

After a Provisional Participant of this Charter has demonstrated compliance with all the terms of the Charter and has been admitted to the Charter by the Charter Board of Directors as a full Participant, the regulatory agencies will begin the alternative performance-based inspection program below which is intended to demonstrate and assure continuing conformance with this Charter:

- a) Each Participant will be awarded 100 compliance points. Every year Charter Participants will be awarded an additional 20 points to a maximum total of 100 points.
- b) Points will be deducted for non-compliance with this Charter. The deduction of points and tracking of points will be the responsibility of the regulatory agency's Technical Contact. The number of points deducted for each level on non-compliance with this Charter will be determined by the Charter Board of Directors on an annual basis and will be adjusted to reflect the amount of activity conducted in the past year by the Participant. *
 - No points will be deducted for issues identified by the Participant in the virtual inspection program if the issue is remedied by the Participant according to a reasonable schedule identified by the Participant in the weekly reports.
 - No points will be deducted for legitimate third party complaints if the issue is remedied by the Participant according a reasonable schedule identified by the Participant.
 - Low level non-compliance with this Charter will result in a deduction of ½ point per occurrence.
 - Medium level non-compliance with this Charter will result in a deduction of 1 point per occurrence.
 - High level non-compliance with this Charter will result in a deduction of 2 points per occurrence.
- c) Consequences of non-compliance with this Charter or loss of points at the end of the year will occur as follows.

- If the Participant has between 100 – 90 points remaining, the regulatory agencies will award the Participant a Superior Performance award. The regulatory agencies will reduce the inspection level for the following year below the base level.
- If the Participant has between 89 – 79 points remaining, the Participant will be considered in full compliance with the Charter. The regulatory agencies will continue a reduced inspection schedule at the base 10 % of the Participants sites.
- If the Participant has between 50 – 78 points remaining, the Participant will conduct a third party audit to suggest corrective system measures. The regulatory agencies will increase the inspection level above the base for Participants in full compliance with this Charter.
- If the Participant has between 30 – 49 points remaining, the Participant will be placed on Charter probation for one year. In order to remain a Participant in the Charter the Participant must retain at least 50 points in the next calendar year. The Participant will conduct a third party audit to suggest corrective system measures. The regulatory agencies will significantly increase the inspection level above the base for Participants in full compliance with this Charter.
- If the Participant has between 0 – 29 points remaining, the Participant will be expelled from the Charter for a period of at least one year. The regulatory agencies will go to full inspection.

* It is the intent of the point structure to document relatively minor incidents of non-compliance with the Charter. The point structure will be reevaluated as necessary by the Charter Board of Directors. The following non-inclusive examples of non-compliance represent a starting point for a demerit system: Lack of tracking pad maintenance, failure to sweep streets, or failure to maintain perimeter controls or inlet controls.

Appendix 3 - Erosion Control Trade Contractor Training

Participants in the Green Tier/Clear Waters Initiative Environmental Results Program Charter agree to develop, implement, and participate in an Erosion Control Trade Contractor Training Program. Each Participant will present their training program to the Board of Directors for comment. Participants shall do business with trade contractors who have completed or enrolled in the training program. Trade contractors that have not yet completed the training program shall adhere to standard erosion control measures.

The goal of the training program is to ensure that all trade contractors and their employees who visit and work at sites controlled by the Participant understand what is expected of them from an erosion control perspective. Furthermore, it is the goal of the Charter that all trade contractors and their employees who have a continuing relationship with the Participant are trained within six months of beginning a business relationship with the Participant.

Participants, on an ongoing basis, shall continuously train, audit and improve trade contractors' adherence to erosion control standards as outlined in the Participants program.

The training session will address the erosion control program and the expectations of the Participant and at a minimum will include:

1. An environmental explanation of why erosion controls are necessary at construction sites
2. The types and purposes of the erosion controls being implemented by the Participant
3. An explanation of the Participant's program and the expectations of the trade contractor during access to Participant's sites
4. Delivery of products to the site
5. Proper installation of erosion control measures
6. Maintenance of erosion control features and who is responsible for repairs
7. The importance of following the erosion control plan and construction sequence for sites
8. Consequences of non-compliance

Appendix 4 - Early Involvement of Governmental Entities

As used in this appendix, “regulatory agency” means a governmental entity that is a Signatory to the Charter and that has a regulatory oversight role relevant to a Participant’s activities.

All Signatories to the Green Tier/Clear Waters Initiative Environmental Results Program Charter agree to early involvement of regulatory agencies for plat level review of a Participant’s projects. Participants and regulatory agencies also agree to make their respective staff available and meet as needed at key points to ensure the goals of early involvement and coordination of regulatory review are met. Regulatory agencies and Participants further agree to give priority to regulatory actions such as Chapter 30 permits, NR 216 storm water reviews, county permits and other review actions.

The goals of early involvement and coordination by regulatory agencies are to achieve coordinated agency input, eliminate redundancies, identify key environmental issues at the earliest stage possible, and facilitate regulatory certainty. The early involvement and coordination of regulatory review process includes the following key processes:

1. Neighborhood planning/conceptual plat stage. The regulatory agencies will be invited by a Participant to provide consultation on a proposed project during this conceptual stage. Regulatory agencies will provide consultation to meet the requirements of the Dane County Water Quality Plan, County and local ordinances, Chapter NR 216, Chapter NR 151, Chapter 30, and other statutes, regulations, or ordinances, if applicable. Regulatory agency consultation will focus not only on environmental issues but also on how the Participant can expedite the permit process. During this stage, potentially affected water resources will be identified (e.g., wetlands, proximate waterbodies), NR 103 review will be performed based upon the Participant’s NR 103 analysis, soils and protective areas/buffers identified, and conceptual agreement will be reached on appropriate long-term storm water management best management practices and location. Additionally, the regulatory agencies will identify potential issues with threatened/endangered species and historical/archaeological resources during this stage and will initiate consultation with the Bureau of Endangered Resources and the State Historical Society as needed. Participants and regulatory agencies agree that the tasks undertaken during this stage will be completed within ten business days **or** to mutual satisfaction before advancing to the next stage.
2. Preliminary plat stage. The regulatory agencies will provide more detailed input and consultation on the project’s erosion control and storm water management plans to meet County and local ordinances, Chapters NR 216 and NR 151 requirements, Chapter 30/wetland impact requirements, and a maintenance agreement. Participants and regulatory agencies agree that the tasks undertaken during this stage will be completed within ten business days or to mutual satisfaction before advancing to the next stage.
3. Final plat stage. Regulatory agency consultation will, where possible, occur earlier in this stage than is currently the general case for final plat review. The regulatory agencies will provide final plan review and the Wisconsin Department of Natural Resources will file a public notice for a Chapter 30 permit if needed. The Wisconsin Department of Natural Resources, County and local municipalities will make a good faith effort to expedite the permitting process. Subject to a request for hearing pursuant to a Chapter 30 permit, Participants and regulatory agencies agree that the tasks undertaken during this

stage will be completed within ten business days to mutual satisfaction before the Participant submits a Notice of Intent to the Wisconsin Department of Natural Resources. Provided that the project's erosion control and storm water management plan is consistent with the above process, the Wisconsin Department of Natural Resources will confer construction site storm water discharge permit coverage within 5 working days of receipt of the Notice of Intent.

4. The Participants will keep records relating to the early involvement and coordination of regulatory agencies and the review process will be a subject of the overall annual audit. . The Department of Natural Resources will make this information available to the public upon request
5. The Participants will each identify a Technical Contact to initiate the early involvement and coordination of regulatory review process. The Technical Contact will, with other Technical Contacts, arbitrate dispute resolution among the all Signatories' technical staff. If the dispute cannot be resolved at the technical level in a timely matter, it will be referred to the Charter Board of Directors.
6. Consistent with Paragraph V of the Charter, each Participant will identify an individual to serve on the Charter Board of Directors. This individual shall participate, with other members of the Charter Board of Directors, in the resolution of any conflict appealed to the Charter Board of Directors. Appeals to the Charter Board of Directors from the technical staff will be resolved by the representative Charter Board of Director members. It is the goal of the Charter to resolve appeals to the Charter Board of Directors within 10 business days.
7. In the event that the Charter Board of Directors cannot resolve a dispute, the Participant may seek review by the Director of the Wisconsin Department of Natural Resources South Central Region. The South Central Region Director will coordinate any needed review with the Participant and top level administration from the appropriate municipality or state agency.
8. In the event that the Director of the South Central Region is unable to resolve a dispute within 15 business days, the issue will be appealed to the Secretary of the Wisconsin Department of Natural Resources.

Appendix 5 - New Signatories to the Charter

The intention of the Charter Board of Directors is to be as expansive as possible in admitting new Signatories consistent with the intent of the Green Tier/Clear Waters Initiative Environmental Results Program Charter and its geographical focus, and the Environmental Results Program under s. 299.83 Stats.

New Signatories will not be considered for a period of 6 months from the initial effective date of the Charter. All potential new Participants shall have a Wisconsin Department of Natural Resources approved Tier I or Tier II application prior to requesting to become a Signatory to the Charter. After 6 months from the initial effective date of the Charter, new Signatories will be considered as follows:

1. A party wishing to become a Signatory will submit a letter requesting consideration to the Chair of the Charter Board of Directors. The letter will demonstrate that the party has met the requirements of the Charter and applicable appendices, provides a schedule for implementing the its program and a commitment to assign the resources necessary to participate in the Charter, identifies a technical point on contact, and identifies a representative intended to serve on the Charter Board of Directors.
2. The Charter Board of Directors will entertain new applicants to the Charter during the 1st quarter of each calendar year. The Chair of the Charter Board of Directors will be responsible for scheduling a review meeting for the applicant.
3. In reviewing the request, the Charter Board of Directors will evaluate the party's ability to meet the requirements of the Charter, and for new Participants, review its Tier I application material. The Charter Board of Directors may add additional requirements to a potential new Signatory as it deems appropriate. A party seeking to become a Signatory that has demonstrated it meets the requirements of the Charter and has been accepted as a Tier I or Tier II Participant under the Environmental Results Program shall be admitted as a Signatory to the Charter for a period of time until the next annual meeting of the Charter Board of Directors.
4. New Participants to the Charter will be admitted to the Charter upon demonstration that they have fully complied with all aspects of the Charter and its appendices. Demonstration of the compliance will be determined by the Charter Board of Directors and will include a random inspection program determined by the Charter Board of Directors along with interviews of the Participant and their sub-contractors.

Appendix 6 – Participant Continuous Improvement and Audit Process

The Participants in the Green Tier/Clear Waters Initiative Environmental Results Program Charter agree to meet the following requirements:

1. Acceptance into the Environmental Results Program, Section 299.83, Wis. Stats., under either the Tier I or Tier II criteria and be accepted into the program.
2. Tier I Participants must also meet the following criteria:
 - a) Submit an annual report to the Charter Board of Directors identifying the effectiveness of the Participant's program for year 1.
 - b) Submit an annual report to the Charter Board of Directors identifying progress toward goals and targets for every other year thereafter.
3. Tier II Participants must meet these additional criteria:
 - a) Implement or have a certified ISO14001 or equivalent program.
 - b) Set objectives and targets and annually report on progress beginning year.
4. The Participant will implement an internal self-inspection and audit process that will comply with Appendix 2 - Performance Assurance.
5. Third Party auditing will be conducted at the frequency required by Tier I or II participation.