

# Green Tier/Wisconsin Urban Wood (WUW) Environmental Results Charter

## I. PURPOSE

The purpose of this Charter is to establish a foundation pursuant to ss. 23.09(2)(h), 28.01, 28.07 and 299.83, Stats., by which voluntary methods can be used to improve urban forest management practices for consistent protection of the State's natural resources.

This will protect the environment by providing for:

- Commitment to ending urban wood waste;
- Commitment to urban wood utilization;
- Local processing and production of value added urban wood products from local logs;
- Contribute to reductions in landfill waste and transportation emissions by encouraging local processing and production of wood products from local trees;
- Conformance with acceptable urban forest management standards;
- Promotion of ongoing training and continuing education for urban wood utilization;
- Development of urban wood utilization plans concurrent with existing standards and guidelines;
- Utilization of sound business management practices.

### Further Beyond Compliance Commitments:

- WUW will work to counteract the destruction from invasive pests and diseases by salvaging the intact woods left behind in Wisconsin's urban forests.
- WUW will serve as a champion for urban wood and act as a connection between the traditional and urban wood industries, municipalities, and end users.
- WUW will act as a leadership organization for urban wood utilization.
- WUW will actively promote full cycle forestry, upholding the social, economic, and ecological benefits of trees—from seed to sawdust;
- Beyond traditional industry standards or societal norms, WUW will uphold a strict definition of urban wood as being *wood from trees NOT harvested for their timber value, but removed because of insect, disease or circumstances imposed by the urban environment.*
- WUW will promote the highest uses for trees—foremost of which are trees' healthy, full-term growth, providing many benefits, such as: aiding in storm water mitigation, reducing heating and cooling costs, cleaning our air, aiding in resiliency to climate change, and reducing an array of public health issues, after which the trees' stored carbon should be retained, when possible, in locally produced wood products such as lumber, flooring, furniture, art, and architecture;
- WUW will design and implement programs to assist in furthering the practice of urban wood utilization;
- WUW will build and support scalable networks that connect urban wood material streams by location, business type, and opportunity in order to increase urban wood supply, demand, and marketing;
- WUW will enhance relationships between Wisconsin communities and their forests by engendering pride and increasing product values based on the historical and emotional significance of products made from community trees.
- WUW will take a leadership role in organizing and coordinating an open annual Urban Wood Utilization Charter Meeting;
- WUW will take a leadership position in acting as the coordinating body between DNR and those interested in urban wood utilization; and
- WUW will develop and conduct periodic trainings for members.

## **Who Will Be Involved:**

- WUW Members and Associates across Wisconsin
- Wisconsin Arborists Association
- Wisconsin Urban Forestry Council
- Wisconsin Department of Natural Resources
- USDA Forest Service Forest Products Marketing Unit
- Glacierland Resource Conservation & Development Council
- Sustainable Resources Institute, Inc.

## **Expected Benefits:**

- WUW members will provide urban forest owners with confidence that the Member is practicing sound business management practices at all levels by adherence to WUW governing documents. The Department recognizes WUW governing documents as advancing the cause of forestry in the state to promote the best interests of the people and the state in forestry, and in assistance to landowners to secure adoption of better forestry practice, in furtherance of Wis. Stat. ss. 28.01 and 28.07.
- Environment: By adhering to WUW governing documents, WUW members will be providing significant public benefits through protections to the environment in multiple ways by:
  - Utilizing, rather than wasting urban wood
  - Adhering to all applicable DNR handbooks, guidelines and written directives.
- WUW will be recognized as a leader in urban wood utilization in DNR printed publications and other appropriate media. By being a member of Green Tier, WUW services may be promoted to those who are seeking and who would benefit from receiving professional urban wood utilization assistance.
- As a leader, WUW will serve as a champion for urban wood and act as a connection between the traditional and urban wood industries, municipalities, and end users.
- The Wisconsin Department of Natural Resources will seek WUW to fill critical roles on committees, advisory teams, panels and initiatives pertinent to the urban wood industry offering key perspectives on policy and programs managed by the Department.
- WI DNR Division of Forestry/Urban Forestry and Forest Products Services Teams will partner with WUW to identify, develop and deliver training on urban wood issues that will provide mutual benefits to WUW and the DNR.
- WUW and DNR Division of Forestry agree to collaborate and seek to address mutually agreed-upon current and emerging issues affecting urban wood utilization in Wisconsin including, but not limited to, impacts to the wood products industry or work that supports the Department's goals.
- Ongoing efforts to identify and agree on other deliverables that will be mutually beneficial to both organizations with the Green Tier charter being reviewed for revisions and updates at the biannual meetings.

## **II. GOALS/OBJECTIVES**

1. To the extent allowed by the Green Tier program legislation under s.299.83, Wis. Stats, all WUW members will support and implement continual improvement techniques in urban wood utilization practices.
  - 1.1 Utilize, rather than waste urban wood
  - 1.2 Adhere to all applicable DNR handbooks, guidelines and written directives.
2. Continual improvement techniques, beyond compliance with existing State, County, and Federal rules and regulations applicable to WUW, will be supported and employed by all Signatories to this Charter throughout its term.
  - 2.1 These actions may be used to reduce or minimize regulatory oversight and inspection of applied urban forest management practices. All of these procedures will be under continuous improvement.
  - 2.2 The Signatories to this Charter will make these procedures and site-management improvement techniques available to all companies/municipalities in Wisconsin involved in urban wood utilization with the goal of increasing the level of professionalism in urban wood utilization. WUW Green Tier status will encourage others to join WUW and become Green Tier charter members.
  - 2.3 The Signatories to the Charter will select Technical Contacts to identify permitting and regulatory issues where approval can be streamlined that result in improved environmental performance.
  - 2.4 The execution of this Charter provides the Participants with the opportunity to utilize the process outlined in s. 299.83, Wis. Stats, to achieve a Tier 1 or Tier 2 status.

## **III. SIGNATORIES**

The Signatories to this Charter include the following entities:

1. Wisconsin Urban Wood Executive Director
2. Wisconsin Department of Natural Resources Secretary

## **IV. DEFINITIONS**

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

1. “Performance Standard” 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. “The Department” means the Wisconsin Department of Natural Resources.
4. “Participant” means any WUW member.
5. “Technical Contact” means the representatives from each of the signing parties that will provide technical assistance and guidance to participants, interested parties, as well as the public on the charter language.

6. “Charter” means this legal document which is intended to help an organization achieve superior environmental performance.
7. “Tier 1/Tier 2” means the two levels of participation within Wisconsin’s Green Tier program.

## V. TERMS AND CONDITIONS

### Charter Term and Renewal

This Charter shall commence upon signing by all Signatories and continue in effect for a period of ten years from that date. The Charter may be renewed for an additional 10-year term with the written approval of the Parties.

#### 1. General Provisions

##### a) Applicable Law and Effect of Charter

Wisconsin law governs this Charter. Nothing 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) Severability

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 the Parties to this agreement or their successors. An Amendment of this Charter may require additional public notice after the Parties have negotiated the new language. If the Amendment will increase the number and scope of incentives or if the Amendment will materially alter the level and type of environmental performance, then DNR will provide an additional public notice and may provide a public hearing.

##### d) Additional Signatories

It is the intent of the Charter to permit additional and governmental entities to join the Charter, to the maximum extent practical. The Signatories to the Charter may accept other governmental entities or Participants into this Charter consistent with the terms and conditions of the Charter language.

##### e) Appendices

Though no appendices are included at the time of signature, any future appendices may be modified 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.

##### 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. 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 Department. Information concerning a Participant's non-compliance with the Charter will be considered by the Department in evaluating the Charter and the performance of the participants.

g) Technical Contact

Each Signatory to this Charter shall provide, in writing to all participants, the name and contact information for an individual who will serve as the 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 participants of the change and identify the new Technical Contact as soon as possible, preferably within 5 business days.

h) Resolving Disputes

The Technical Contacts will function as arbitrators for any disputes, disagreements or conflicts that may arise under this Charter, and will attempt to reach agreement on such courses of action toward resolution to the fullest extent practicable. If the dispute cannot be resolved in a timely manner, it shall be referred to and decided between the Director of the Bureau of Environmental Analysis and Sustainability, Chief State Forester and WUW President.

i) Severability

All Agreements and covenants contained herein are severable, and in the event any of them are held invalid by any court of competent jurisdiction, this Charter shall be interpreted as if such invalid agreements or covenants were not contained herein. However, either of the Parties shall have the right to terminate this agreement following the severing of any portion of this agreement.

j) Construction

This Charter will be binding on the Parties and their respective successors and assigns, and is not intended to confer any rights or remedies upon any other persons. Except as otherwise provided in this Charter, nothing herein shall be construed to impose a duty on WUW to make any additional agreements with, or concessions to, any other governmental or regulatory body.

k) Access to records

For the purposes of interpreting, understanding, or securing compliance with this Charter, and subject to any legally recognized privileges, such as the attorney-client privilege, the attorney work-product doctrine, and the rights secured by the Fourth, Fifth and Fourteenth Amendments of the U.S. Constitution, and reasonable notice, DNR: (1) will be permitted access during office hours to inspect and copy all books, ledgers, accounts, correspondence, memoranda, and other records and documents that are directly related to the Charter in the possession or under the control of WUW; and (2) may interview directors, officers, employees, and agents of WUW regarding matters directly related to the Charter. All such requests for access to records or people concerning WUW shall be provided concurrently to WUW's legal counsel.

l) Termination

1) If WUW fails to fulfill its obligations under this Charter in a timely or proper manner, or violates any of its provisions, DNR shall have the right to terminate this Charter by giving 60 days' written notice of termination, specifying the alleged violations and the effective date of the termination. It shall not be terminated if upon receipt of the notice WUW promptly cures

the alleged violation prior to the end of the 60-day period. WUW reserves the right to appeal any decision of DNR pursuant to this paragraph as provided for in s. 227.52, Wis. Stats., or any other applicable law.

- 2) If DNR fails to fulfill its obligations under this Charter in a timely or proper manner, or violates any of its provisions or should DNR be unable or unwilling to fulfill its obligations hereunder, DNR shall have the right to terminate this Charter by giving 60 days' written notice of termination, specifying the alleged violations and the effective date of the termination. It shall not be terminated if, upon the receipt of the notice, DNR promptly cures the alleged violation prior to the end of the 60-day period.
- 3) If this Charter is terminated by either of the Parties, DNR shall provide a reasonable time, not to exceed 120 days, for any entity that was a member at the time the Charter was terminated, and that requires a permit, license or other approval from DNR in the absence of the Charter, to complete and file the necessary paperwork to apply for the required permit, license or other approval. If the former member qualifies for the permit, license or other approval, DNR agrees to issue the approval within 90 days of completing any public notice, public comment or public hearing process, unless an extension of time is requested. The former member may continue to operate in compliance with the conditions that were previously required under the Charter and their participation agreement pending final DNR action on the application for a permit, license, or other approval. However, during this time, no former member may seek protection under the Charter or existing law for any activity that causes harm to public health or the environment or that presents an imminent threat to public health or the environment.

## 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 Executive Committee of the Charter Organization will establish the date of the annual meeting. Other revisions originating from the Department of Natural Resources and/or other interested parties may also be included at the meeting. The metrics and measurements must be in alignment with the overall Purpose 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 Wisconsin Urban Wood. The annual report and supporting documentation will be submitted by February 1 of the following calendar year to the Department of Natural Resources' Sustainability and Business Support Section via this email address: [GreenTier@Wisconsin.gov](mailto:GreenTier@Wisconsin.gov) and to the current DNR Point of Contact. Electronic submission is preferable.

3. Responsibility of the Wisconsin Department of Natural Resources. The Wisconsin Department of Natural Resources will support the Charter by participating, supporting and collaborating with the Participants in:
  - a) The continuous improvement of alternative regulatory and non-regulatory methods that minimize or eliminate sediment and nutrients from entering the lakes, streams, and wetlands of Wisconsin.
  - b) Provide support in any mutually agreed upon area that promotes forest utilization and environmental protection.
  - c) Annually report on efforts and accomplishments of the Wisconsin Department of Natural Resources in providing assistance to the urban wood industry.

## 4. Open Meetings Law

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

5. 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.

## **VI. INTERESTED ENTITIES**

1. Governor's Council on Forestry
2. University of Wisconsin Extension, Forestry
3. Wisconsin Arborist Association
4. Wisconsin Urban Forestry Council
5. Lakes States Lumber Association
6. Great Lakes Timber Professionals Association
7. United States Forest Service

## **VII. WARRANTY OF AUTHORITY**

Each of the following signing below represents and warrants that they have the authority to execute this Charter on behalf of the party for which they sign. By the authority of their position, the Executive Director of Wisconsin Urban Wood, and the Secretary of the Wisconsin Department of Natural Resources will be the signators for this Charter.

## VIII. SIGNATURES

The authorizing signatures for each Signatory to the Charter follow:



### Wisconsin Department of Natural Resources

/s/ JD Smith (for CS)

Cathy Stepp, Secretary

04/28/2017

Date



### Wisconsin Urban Wood

/s/ Twink Jan-McMahon

Twink Jan-McMahon, Executive Director

04/28/2017

Date

## IX. TECHNICAL CONTACTS

William Erikson, Wisconsin Department of Natural Resources

Scott Lyon, Wisconsin Department of Natural Resources

Jeffrey Roe, Wisconsin Department of Natural Resources

Twink Jan-McMahon, Wisconsin Urban Wood