The Green Tier/Clear Waters Initiative 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 disturbing 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 land disturbing activities and to develop alternative approaches and practices 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 land disturbing activities. 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.

III. OBJECTIVES & PROCEDURES

1. To the extent allowed by the Green Tier program legislation under s. 299.83, Wis. Stats., all Signatories to this Charter will support and implement continual improvement techniques going beyond compliance in construction business and on-site land disturbing activities, to more effectively reduce the release of sediments and nutrients to the lakes, streams, and wetlands of Wisconsin.

2. Continual process improvement that goes beyond regulatory compliance will be used to reduce or minimize regulatory oversight and inspections.

3. 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 going beyond compliance by each of their jurisdictional departments and company departments in order to promote the procedural implementation of these improvements. 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 disturbing activities for those Participants in this Charter.

7. 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.

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. Homburg, Inc.
7. Other governmental entities that the Signatories of this Charter agree to allow to participate
8. 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 South Central Region Water Division Representative; 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

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) 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 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 Charter Board of Directors may accept other governmental entities or Participants into this Charter consistent with the procedures contained in 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. Before any modification to the appendices becomes 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. 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 a 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 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 initial 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) Dispute Resolution. 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.

j) Charter Term and Renewal: This Charter shall commence upon signing by all Signatories and remain in effect for 5 years after its effective date unless either party terminates this charter under the provision of paragraphs f) and/or g) of this section. The Charter may be extended for additional terms of the same length upon the agreement of the signatories.

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. 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 Secretary by March 1 of the following calendar year.

3. Annual Meeting of the Charter Organization: The Chair of the Charter Board of Directors will establish the date of the annual meeting. 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.

4. 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.

5. Responsibilities of Participants: Participants will support the charter by collaborating with Governmental entities in the development of business practice, construction practices, alternative regulatory and non-regulatory methods that minimize or eliminate sediment and nutrients from entering the lakes, streams and wetland of Wisconsin. Participants shall participate in 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 by government entities acting within their capacity as regulatory agency. Participants will implement all applicable activities specified in the appendices to this charter. Participants will abide by all commitments specified in their Green Tier Program, Tier 1 acceptance letters or Tier 2 participation contracts. 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.

6. 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.

7. 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 – Cooperative Permitting Process
Other appendices as approved by the Board

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

HOMBURG CONTRACTORS, INC

By_____
Chris Homburg, Owner

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 Charter agree to employ best management practices that will ensure that land disturbing activities conducted by a Signatory meet or exceed construction standards within Wisconsin Administrative Code NR 216 and NR 151, Dane County Chapters 11 and 14, the Uniform Dwelling Code (Wisconsin Administrative Code Comm 20 and 21), and other local requirements. It is the intent of this appendix to specify general site considerations and best management practices used by the Signatory to comply with erosion control requirements. In the event a local jurisdiction has more stringent requirements, the more stringent requirements shall be implemented.

From time to time equivalent or superior practices may become apparent that meet or exceed the performance of BMPs. A Signatory considering a new BMP shall notify the Charter Board of Directors of its intention to pilot the BMP. The Signatory will work with the 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.

For the purposes of compliance Inlet Protection shall be considered in the following order from least to most strict. Any Signatory of this charter may at their discretion substitute a more restrictive practice where a less restrictive one is called for:

a) WDOT Type C Inlet Protection (uses WDOT type FF fabric)
b) Modified WDOT Inlet Protection Type C (uses WDOT type HR fabric)
c) WDOT Type D Inlet Protection (uses WDOT type FF fabric)
d) Modified WDOT Type D Inlet Protection (uses WDOT type HR fabric)
e) Inlet protection using a permanent frame inlet protection with fabric bag made with WDOT type HR fabric or equivalent

note: an erosion sock wrap may be added to any type of inlet protection to increase the efficiency

1. General Site BMPs:

The goal of this appendix is to provide a suite of activities that all signatories agree to initiate in order to reduce erosion from land disturbing activity sites.

- Prior to site development, the signatory shall include conditions that will maintain or establish soil conservation practices to ensure that all farm fields and practices are consistent with NR 151, Wis. Adm. Code. Further, the Signatory 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.

- Inlet Protection – Where the style of inlet will accommodate such WisDOT "Type D – modified" will be installed, where the inlet will not accommodate it WisDOT "Type C modified". Where a determination has been made by the regulatory agency's technical contact that flooding is a significant concern in a specific watershed standard WisDOT "Type D" or "Type C" will be installed in all storm water inlets receiving runoff from the 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.
   Site Specific – in special cases extended times may be allowed on a case by case basis if erosion control measures are implemented to ensure soil loss does not exceed 5 tons/acre/year

   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 180 days)
      - Perimeter control – Silt fence, erosion 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 – All vehicular traffic on the site will be confined to surfaces covered with a 3" clear stone. In the event that vehicles need to access disturbed areas, a stone tracking pad, meeting DNR technical standard 1057, must be installed.

- 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.
- Inlet Protection – Where the style of inlet will accommodate such WisDOT "Type D – modified" will be installed, where the inlet will not accommodate it WisDOT "Type C modified". Where a determination has been made by the regulatory agency's technical contact that flooding is a significant concern in a specific watershed standard WisDOT "Type D" or "Type C" will be installed in all storm water inlets receiving runoff from the site. Streets swept at the end of each work day

** 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 3" or larger clear (screened) stone, from street or carriage lane to building foundation (DNR Std. 1057)
- Inlet Protection – Where the style of inlet will accommodate such WisDOT "Type D – modified" will be installed, where the inlet will not accommodate it WisDOT "Type C modified". Where a determination has been made by the regulatory agency's technical contact that flooding is a significant concern in a specific watershed standard WisDOT "Type D" or "Type C" will be 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 – Where the style of inlet will accommodate such WisDOT "Type D – modified" will be installed, where the inlet will not accommodate it WisDOT "Type C modified". Where a determination has been made by the regulatory agency's technical contact that flooding is a significant concern in a specific watershed

standard WisDOT "Type D" or "Type C" will be 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 3" 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. Third party, for purposes of this appendix, is defined as an auditor who is functionally or administratively independent of the participant being audited.

Signatories to the Green Tier/Clear Waters Initiative 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. Subject to the provisions of ss. 19.36 (8) and 23.38, Stats., upon receipt of a complaint 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 three audits occur during prime construction season (May – Sept.). Third party inspections of 1" rain events may be considered as an audit. An additional audit shall occur prior to December 1 of a given year.
   b) A routine check of 10% of the projects under land disturbing activities and/or building construction activities shall occur.
   c) Reports of the audits will be made available upon request by members of the public.

3. Virtual inspection program:
   a) At one and two family home sites and up to four unit multifamily home sites, at least two photos will be taken of the exterior building site on a weekly schedule to demonstrate compliance with this Charter to include photos from the low sides of the lot.
   b) For other land disturbing activities, regulatory agencies may specify the number and vantage point of the photos taken.
   c) If a Web site is used, at least two weeks of photos will remain on the Web site
   d) Site photos will be posted on a Web or delivered by disk to the regulatory agencies on a weekly basis. Upon consensus of the Board, the number or frequency of

photographs may be reduced or temporarily suspended. Photos shall be provided upon request of any Board Member.

e) 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.

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 shall review construction and development sites to assist Participants in complying with the requirements in the Charter or in achieving superior environmental performance. An equivalent number of GTCWI participant and non-GTCWI sites will be compared.

6. 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.

Appendix 3 – Charter Participant Training

Participants in the Green Tier/Clear Waters Initiative Charter agree to develop, implement, and participate in a Training Program covering relative issue to this Charter. Each Participant will present their training program to the Board of Directors for comment. Participants shall do business with staff, contractors and partners who have completed or enrolled in the training program. Staff, contractors and partners that have not yet completed the training program shall adhere to principles and standards set from the best management practices for the proposed activity as identified by the participants.

The goal of the training program is to ensure that all staff, contractors and partners and their employees who visit and work at sites or on projects controlled by the Participant understand what is expected of them. Furthermore, it is the goal of the Charter that all staff, contractors and partners 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 staff, contractors and partners' adherence to the principles and standards as outlined in the Participants program.

The Charter and training targets erosion control. The erosion control program and the expectations of the Participant include, but are not limited to:

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

The Charter's Board of Directors and the Participants shall continue to expand the relevant issues and provide additional training programs.

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 Charter may request early involvement of regulatory agencies for 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 processes includes the following key processes:

1. Planning/conceptual 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 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 stage. Regulatory agency consultation will, where possible, occur earlier in this stage than is currently the general case for final 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 processes. The Technical Contact will, with other Technical Contacts, arbitrate dispute resolution among all the Signatories' technical staff. If the dispute cannot be resolved at the technical level in a timely manner, it will be referred to the Charter Board of Directors.

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 Charter and its geographical focus.

1. New Signatories to the charter that are potential Participants under the charter shall be accepted participants under the Green tier program as a Tier 1 or Tier 2 participant.

a) A potential participant 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 understands the expectations of the Charter and applicable appendices, provides a schedule for implementing its program and a commitment to assign the resources necessary to participate in the Charter, identifies a technical point of contact, and identifies a representative intended to serve on the Charter Board of Directors.

b) The Charter Board of Directors will entertain new applicants as part of the regularly scheduled meeting agendas.

c) In reviewing the request, the Charter Board of Directors will evaluate the potential participants' ability to meet the expectations of the Charter. 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 Green Tier shall be admitted as a Signatory to the Charter.

4. New Signatories to the Charter that are Government Entities under the charter shall be admitted to the Charter upon satisfactorily demonstrating to the Charter Board of Directors that the governmental entity will fulfill the expectations outlined in the charter and appropriate appendices. Government Entities do not need to be accepted as Green Tier Program participants, but are encouraged to do so.

Appendix 6 – Cooperative Permitting Process

Cooperative Permitting Process includes the construction site storm water permits (Administrative Rule NR 216) and alterations adjacent to or in navigable waterways (Chapter 30, Wisconsin Statutes and Administrative Rules NR 300, NR310, NR 320, NR 341, and NR 343).

1. Construction Site Storm Water Permitting

Signatories in the Green Tier Clear Waters Initiative Program Charter are eligible to receive WPDES construction site storm water permit coverage under a process intended to consolidate and expedite permit coverage. This process is not the same as the Authorized Local Program described in NR 216.415, Wis. Adm. Code. Rather, the process is specific to GTCWI efforts and applies only to members of the charter. Outside of the scope of the charter, members can pursue an Authorized Local Program if desired. The **Cooperative Construction Site Storm Water Permitting Process** (CPP) shall be implemented as follows:

1. Applicability: The Cooperative Permitting Process (CPP) is available for use by all signatories of the Green Tier Clear Waters Initiative charter. It can be applied to all land disturbing projects by member signatories that occur within member municipalities and Dane County.

2. A Water Resources Application for Project Permit (WRAPP) required under Subchapter III of NR 216 Wis. Adm. Code shall be submitted to the Municipality and the Department at least 14 working days prior to the anticipated commencement of land disturbing activities. An alternative to the Department's WRAPP may be accepted by the Municipality if the form is first approved as being equivalent to the Department's WRAPP.

3. An application submitted to a Municipality under the CPP process shall include the appropriate application fee specified under NR 216.43(2) Wis. Adm. Code. Transfer of fees, along with a log of sites and respective acreage of disturbed area, from the Municipality to the Department shall occur on an agreed upon schedule for sites with applications submitted as part of the CPP.

4. Department staff will enter required information from the applications into its database to fulfill public notice obligations.

5. Department staff will perform screening of applications for presence of threatened and endangered resources (NHI: Natural Heritage Inventory) as well as archaeological and cultural resources (SHPO: State Historic Preservation Office). The Department will inform the Municipality which will in turn inform the applicant that the application is on hold until the threatened, endangered, archaeological or cultural resource issue is resolved. Department staff will work with Municipal staff to resolve any "hits" that may arise. Screenings for NHI and SHPO will be conducted by Department staff until such time that there are processes in place for municipalities to conduct the screenings independently. Municipal staff will screen application for wetlands using the DNR

Surface Water Viewer - Wetland Indicators layer. If the proposed activity is in an area shown as potential wetlands on the Wetland Indicator layer, the application will be returned to the applicant with Form Letter #1 supplied by DNR explaining the process that must be followed and a copy of that letter will be forwarded to DNR. If the proposed project involves work in the protective setback area of, or in a wetland or navigable water, a separate permit through the Waterway and Wetland Protection program may need to be obtained.

6. After the Municipal staff have reviewed the application, have received notice from DNR that all threatened, endangered, archaeological and cultural resource issues have been addressed, and have deemed the application and associated documents as meeting the requirements of NR 216 and NR 151, an e-mail shall be sent to Department staff requesting that the Department confer permit coverage. For those projects that are eligible for the Cooperative Permitting Process and comply with the process outlined above, a letter of coverage conferred by the Municipality shall be considered equivalent to a Department issued coverage letter. Documentation of permit coverage (certificate or letter from Municipality) shall be posted in a visible location at the construction site. The signatory Municipality will also send a copy of the documentation of permit coverage to the Department.

7. When the project is complete the Municipality will notify the Department that all work has been finalized in a satisfactory manner. The Department will terminate the permit in the database after such notice is received.

8. The Department will retain enforcement authority on any project permitted through this process, although efforts will be made to achieve compliance by working with the permitting municipality. The Department is ultimately responsible for the CPP processing meeting the requirements of the Federal Clean Water Act.

2. Waterway Alterations Permitting

Signatories in the Green Tier/Clear Waters Initiative Program Charter are eligible to receive waterway (Chapter 30, Wis. Stats.) General Permit coverage for the following activities:

a. Clear span bridges
b. Engineered culverts
c. Non-engineered culverts
d. Storm water ponds
e. Grading

The intent is to consolidate and expedite permit coverage. The process is specific to GTCWI efforts and applies only to members of the charter. The **Cooperative Permitting Process** (CPP) shall be implemented as follows:

2a. Applicability: The Cooperative Permitting Process (CPP) is available for use by all signatories of the Green Tier Clear Waters Initiative charter. It can be applied to the five

land disturbing projects listed above by member signatories that occur within member municipalities and Dane County.

2b. The activity-specific General Permit Water Resources Application for Project Permits (WRAPP) including all necessary attachments and fee required under the appropriate Administrative Rule shall be submitted to the Municipality, the Department at the address specified on http://dnr.wi.gov/waterways/about_us/regional_contacts/SCR_region_contacts.htm and the US Corps of Engineers, 1617 E Racine Avenue, Waukesha, WI 53186-6875. Applications shall include 'GREEN TIER' in large lettering at the top of the WRAPP and be submitted at least 14 working days prior to the anticipated commencement of the activity.

2c. An application submitted to a Municipality under the CPP process shall include the Fees for Applications to Alter Lakes, Streams and Wetlands form and appropriate application fee according to the activities list on the form. The Municipality will transfer to the Department, on an agreed upon schedule, the completed files, including any supplemental materials used to review the activity and site, and collected fees for General Permit applications submitted as part of the CPP.

2d. Municipal staff will screen application for wetlands using the DNR Surface Water Viewer - Wetland Indicators layer. If the proposed activity is in an area shown as potential wetlands on the Wetland Indicator layer, the application will be returned to the applicant with Form Letter #2 supplied by DNR explaining the process that must be followed and a copy of that letter will be forwarded to the Department.

2e. Municipal staff will work with Department staff to determine whether a waterway is navigable and if a General Permit is needed. Municipal staff will determine a waterway is navigable and a permit is needed if the waterway shows up on a US Geological Survey quadrangle map as a blue line or dotted line. Municipal staff will not determine a waterway is not navigable by the absence of blue line or dotted line. In the absence of a blue line or dotted line, Municipal staff will review other data sources, view the site, take dimensions and site photographs (including a reference scale) and make a recommended determination. The other data sources, dimensions, photographs and recommendation will be emailed to the Department staff for concurrence prior to dismissing the application.

2f. Department staff will enter required information from the applications into its database.

2g. Department staff will perform screening of applications for presence of threatened and endangered resources (NHI: Natural Heritage Inventory) as well as archaeological and cultural resources (SHPO: State Historic Preservation Office). The Department will inform the Municipality which will in turn inform the applicant that the application is on hold until the threatened, endangered, archaeological or cultural resource issue is resolved. Department staff will work with Municipal staff to resolve any "hits" that may arise. Screenings for NHI and SHPO will be conducted by Department staff until such

time that there are processes in place for municipalities to conduct the screenings independently.

2h. After Municipal staff have reviewed the application, have received notice from DNR that the threatened, endangered, and archaeological or cultural resource issues have addressed, and have deemed the application complete, Municipal staff will issue Form Letter #3 to the applicant to proceed. A copy of the form letter will be sent to the Department.

2i. When the project is complete, the Municipality will notify the Department that all work has been finalized in a satisfactory manner and provide at least two photographs, in electronic format, from different vantage points and so the scale of the photograph is apparent. Photographs will be transferred to the Department on an agreed upon schedule.

2j. The Department will retain enforcement authority on any project permitted through this process, although efforts will be made to achieve compliance by working with the permitting Municipality. The Department is ultimately responsible for the CPP processing meeting the requirements in Chapter 30, Wisconsin Statute and Administrative Codes.

2k. Municipalities agree to designate staff that will review the General Permit applications and agree that designated staff will attend training for each activity prior to commencing the CCP for General Permits for that specific activity.

The **Cooperative Permitting Process** shall periodically be reviewed under the procedures of the charter and adjusted as necessary.