

**Green Tier Charter  
between  
Dairy Business Association-Green Tier Advancement Project  
and  
Wisconsin Department of Natural Resources**

**Warranty of Authority.** Each of the persons signing below represents and warrants that he/she has the authority to execute this Charter on behalf of the party for which he/she signs

Signed for and on behalf of:

STATE OF WISCONSIN  
DEPARTMENT OF NATURAL  
RESOURCES



By: /s/ Matthew Frank  
Date: 11/29/07

Mathew Frank  
Secretary

Signed for and on behalf of:

Dairy Business Association-Green Tier  
Advancement Project



By: /s/ Laurie Fischer  
Date: 11/29/07

Laurie Fischer  
Executive Director

# **Charter for Environmental Performance with the Dairy Business Association-GTAP for the Wisconsin Dairy Industry**

This Charter for Environmental Performance (Charter) is entered into by and between the Wisconsin Department of Natural Resources (DNR) and the Dairy Business Association-Green Tier Advancement Project (DBA-GTAP), hereinafter collectively referred to as the “Parties.”

## **I. Introduction**

- A. The Environmental Results Program, s. 299.83, Wis. Stats., created by 2003 Wisconsin Act 276 (effective on May 1, 2004), commonly referred to as the Green Tier Law, authorizes DNR to issue an environmental charter to an “association of entities” to assist those entities in achieving superior environmental performance and in participating in Tier 1 or Tier 2 of the program.
- B. DBA-GTAP is a Wisconsin Corporation, organized as a 501(c)(3) tax-exempt charitable foundation. DBA-GTAP was formed and organized for, among other reasons, the purposes of entering into this Charter with DNR and to advance education, training and development of environmental management systems (EMS) and superior environmental performance at Wisconsin dairy farms and dairy processing facilities as described further herein. DBA-GTAP believes that implementing the Green Tier law through this Charter will produce environmental results beyond what is likely under existing regulatory programs.
- C. DNR is an administrative agency of the State of Wisconsin that is committed to providing a healthy and sustainable environment, to promoting the movement toward zero waste, and to protecting and enhancing the resources of the state for this generation and future generations. DNR believes that implementing the Green Tier law with DBA-GTAP through this Charter will produce environmental results beyond what is likely under existing regulatory programs.
- D. **Therefore, the Parties find that this Charter will provide for greater environmental education, protection and enhancement than would be available absent this Charter and is, by virtue of these significant benefits, in the best interest of Wisconsin and its citizens.**

## **II. Overview**

- A. DBA-GTAP is committed to providing dairy producers and dairy processors that participate in Green Tier as members of this Charter with information, resources and, in certain appropriate circumstances, limited training concerning environmental management systems and innovative and effective agriculture performance practices in the pursuit of environmental protection, enhancement and conservation. The ultimate goals and objectives of this Charter have been established collaboratively with DNR and utilize the recommendations of the Dairy Business Association of Wisconsin, Inc. (DBA); the Manure Management Task Force convened by DNR and the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) in 2005 and 2006; the Technical Advisory Committee formed to advise DNR with respect to the repeal and reauthorization of ch. NR 243, Wis. Admin. Code; and recommendations for superior environmental performance from DNR and DATCP programs. Together, DNR, DATCP, and representatives from the dairy industry identified key issues and continue to work together to address those issues.
- B. The goals of this Charter, in general, will be to accomplish the following:
  - Build capability for dairy farmers, dairy processors and vertically integrated producer/processors in Wisconsin to participate in Green Tier;
  - Assist dairy producers, processors and vertically integrated producer/processors to improve environmental performance and ultimately to achieve superior environmental performance;

- Assist dairy producers, processors and vertically integrated producer/processors to develop, implement, and successfully maintain an EMS;
  - Establish a mechanism to allow the use of DNR's Green Tier logo on retail dairy products as provided for and limited by this Charter;
  - Enhance stakeholder awareness and involvement of/in agricultural production issues;
  - Explore new technologies or practices that can help to improve environmental and economic performance applicable to the dairy sector;
  - Enhance DNR's understanding of dairy operations in Wisconsin and build the Parties' mutual capacity to adapt management techniques and regulatory programs to deliver more efficient environmental performance;
  - Incorporate Green Tier principles as articulated in s. 299.83(1m), Wis. Stats., into the dairy product supply chain by involving dairy producers, processors and vertically integrated producer/processors in Green Tier; and
  - Enhance the added value of participation in Green Tier for dairy producers, processors and vertically integrated producer/processors in Wisconsin by providing that the Green Tier logo will only be approved for use on the label of a retail dairy product if that dairy product is made from milk produced at or from a dairy farm participating in Green Tier.
- C. The Parties agree to create a practical and business-like cooperative initiative that encourages and supports the development of EMS for the dairy industry that can be tailored to account for regional and site specific issues for the management of process wastewaters and by-products, manure, stormwater, feed, agricultural chemicals and other issues.
- D. The Parties agree that all Charter members will implement an EMS within 12 months of their application to Tier 1 or prior to their application to Tier 2. As provided below, a generic EMS will be developed to facilitate this process. DBA-GTAP assumes no obligations beyond those expressly described herein with respect to the development and implementation of any Charter member's EMS and DBA-GTAP is not responsible for the actual implementation of a Charter member's EMS or the continued monitoring or improvement thereof. Notwithstanding anything to the contrary herein, under no circumstances shall DBA-GTAP or its directors, officers, or employees when acting in such capacity be responsible as an owner or operator, generator or arranger or otherwise in conjunction with any hazardous or deleterious substances or liability arising from or incurred in connection with a Charter member's farm, facilities or operation.
- E. By December 2009, a joint evaluation will be made by DNR and DBA-GTAP as to whether or not the program is fulfilling its objectives.

### **III. DBA-GTAP Commitments**

- A. DBA-GTAP agrees to encourage dairy producers and processors, specifically including small and medium sized farms, to submit applications for individual participation in this Charter as provided in Sections VII and VIII below. DBA-GTAP agrees to develop and implement an outreach strategy that will encourage Charter members (as defined in Section VIII below) and others to serve as "role models" and provide real-world EMS examples for interested dairy producers, processors, and vertically integrated producer/processors. DBA-GTAP also agrees to encourage Charter members to sponsor/coordinate farm tours/farm walks to learn about EMS practicalities, provide information and presentations to other audiences (such as financial institutions, insurers, and supply chain vendors), and provide other resources or referrals so participants under this Charter can be involved in EMS research, if desired.
- B. DBA-GTAP shall develop, or retain a vendor or vendors to develop, and promote to the extent reasonably practicable: (i) a generic EMS applicable to dairy farms of all sizes and methods of production (i.e. grazing, confined animal feeding operations, etc.), and (ii) a generic EMS applicable to the dairy processor industry, provided that at least one dairy processor becomes a Charter member. Each generic EMS will be designed such that if properly implemented and tailored at the farm or

processor level they will satisfy the criteria for an EMS that is functionally equivalent to an ISO 14001 EMS as described in s. 299.83(1)(dg), Wis. Stats. The DBA-GTAP and/or the vendor(s) will consult with DNR on the development of each generic EMS and DNR will invite others to review and comment on the generic EMS during its development.

- C. DBA-GTAP agrees to make each generic EMS available to any EMS Candidate (as defined in Section VII below). DBA-GTAP assumes no obligations beyond those expressly described herein and is not responsible for the actual implementation of a Candidate's or Charter member's EMS or the continued monitoring or improvement thereof.
- D. DBA-GTAP agrees to create and maintain an EMS information clearinghouse for EMS Candidates and Charter members that includes: EMS development procedures, existing examples of audited environmental management systems specific to the dairy industry, easily accessible catalog of Wisconsin legal requirements, lists and contact information for Wisconsin dairy farms that have implemented an EMS, lists of suitable consultants and other suggested resources and links to useful websites.
- E. DBA-GTAP, or its vendor or vendors, shall perform one EMS training course available to all EMS Candidates. Training courses regarding the generic EMS would be held in at least four (4) locations statewide following development of the generic EMS. DNR agrees to provide resources, to the extent possible, and will consult in the development of the training program. The training will proceed as necessary to accommodate new groups of EMS Candidates and implement new provisions of the Charter.
- F. DBA-GTAP agrees to retain a vendor or vendors to perform audits of each Charter member's implementation of the generic EMS, provided that the Charter member pays an EMS auditing fee to assist in defraying DBA-GTAP's costs. The EMS auditor shall meet the requirements of s. 299.83(7m), Wis. Stats. The EMS auditor or DBA-GTAP staff will work with each Charter member to address all areas of non-conformance or non-compliance identified in an EMS audit. DBA-GTAP shall have no responsibility or liability for any such non-conformance or non-compliance identified as a result of an EMS audit.
- G. DBA-GTAP will submit an annual report to DNR by January 31<sup>st</sup> of each year, beginning in 2009, summarizing the preceding calendar year's progress toward meeting the Charter's goals and objectives. Each report shall describe, at a minimum, the specific activities that DBA-GTAP has engaged in and progress toward each commitment made by DBA-GTAP in this Charter.

#### **IV. DNR Commitments**

- A. DNR agrees that, in exchange for a Charter member's fulfillment of its obligations pursuant to this Charter, DNR will not seek nor will it request the Wisconsin Department of Justice (DOJ) to seek to bring any civil action, issue any order or seek any judgment related to the environmental responsibilities covered under this Charter against any Charter member who is in compliance with the Charter, unless DNR first discovers the violation (and not as a result of the audits conducted pursuant to this Charter) or the violation creates an imminent threat to public health or the environment or may cause serious harm to public health or the environment. The Parties agree that this Charter does not diminish DNR's Constitutional responsibilities entrusted to it pursuant to the Public Trust Doctrine. Pursuant to s. 299.83(6m), Wis. Stats., DNR shall not initiate nor will it request DOJ to initiate a civil action if the Charter member can provide documentation or other evidence that the Charter member discovered the violation and that a response to correct the failure has been developed and will be substantially completed within 72 hours or the amount of time agreed to by the Parties.
- B. DNR shall draft a General WPDES Permit for Concentrated Animal Feeding Operations (CAFOs) by July 1, 2008. DNR shall consider input from stakeholders including DBA on the terms and conditions of this General Permit. DNR shall diligently and expeditiously pursue adoption of this General WPDES Permit for CAFOs following all statutorily required public input.

- C. Section NR 214.17(1), Wis. Admin. Code, allows industrial wastewater to be mixed with liquid manure at a volume less than 10% of the volume of the mixture at the time it is landspread. When this condition is met, DNR may grant an exemption to the industrial wastewater permittee on a case-by-case basis from the landspreading requirements of ss. NR 214.17(2), (3), (4), and (7), Wis. Admin. Code. Green Tier applicants at the Tier 2 level (only) may request that this exemption be expanded to allow the addition of industrial liquid wastes from food products processing operations to anaerobic digesters at a volume less than 30% of the total daily input volume. The applicant would be allowed to apply the materials in accordance with its nutrient management plan or WPDES permit, whichever is applicable. DNR shall include such requests in the Tier 2 participation contract, provided the application is otherwise deemed suitable for approval.
- D. DNR shall support and encourage efforts by Wisconsin dairy producers to develop environmentally-responsible renewable energy projects. By July 1, 2008, DNR shall produce a comprehensive written assessment of the environmental impacts and regulatory requirements associated with anaerobic digesters and other common or emerging waste-to-energy technologies, along with options for expediting and streamlining any environmental approvals these projects might require. At a minimum this assessment shall examine the potential applicability, feasibility and desirability of general permits, registration permits, and other processes that might expedite approval. The Parties may by mutual agreement extend the deadline for issuing this guide if necessary.
- E. DNR, working in cooperation with DBA and the U.S. Environmental Protection Agency, shall issue a guide by July 1, 2008 describing under what conditions, if any, the discharge of treated water from a CAFO to waters of the State is allowable. DNR's commitment to explore this possibility does not imply that approval will be granted via this Charter or at all. The Parties may by mutual agreement extend the deadline for issuing this guide if necessary.
- F. DNR hereby approves an ISO 14001 EMS or functionally equivalent EMS as a "best management practice for the handling of agricultural waste" (i.e., BMP) as that phrase is interpreted for the purposes of compliance with ch. NR 445, Wis. Adm. Code, with the following conditions and limitations:
- the EMS shall only serve as an approved BMP from the date this Charter is initially signed through July 31, 2015;
  - the EMS shall be implemented by a dairy producer who is a member of this Charter;
  - the EMS shall address emissions of ammonia and hydrogen sulfide to the air as significant environmental aspects of the member's activities;
  - by July 31, 2009, the Charter member shall have implemented at least one practice identified by DNR or by Iowa's Department of Natural Resources as a practice that reduces ammonia and hydrogen sulfide emissions; and,
  - the Charter member may not count the practices undertaken to reduce ammonia and hydrogen sulfide emissions as elective activities necessary to satisfy the model terms as explained in Appendices 1 and 2.

DNR shall also continue to collaborate with DATCP to identify best management practices for reducing ammonia and hydrogen sulfide emissions.

- G. DNR shall help dairy producers who wish to participate in DNR's Voluntary Emission Reduction Registry by providing forms, protocols, helpful information and by answering questions.
- H. DNR agrees to encourage membership in this Charter by providing a numbered certificate to each Charter member and providing an Environmental Results Program logo for each Charter member's use. DNR shall routinely issue a press release to the following media outlets whenever a Charter member is accepted into the Green Tier program: the local newspaper(s); The Country Today; Wisconsin Farm Report; and Agri-View. Each year thereafter, DNR shall issue press releases to the same outlets highlighting the accomplishments of Charter members. Press releases shall also be posted on DNR's website and may be posted by DBA-GTAP on the DBA-GTAP website should they choose

to do so. Upon request by DBA-GTAP, a DNR representative shall highlight the environmental leadership of Charter members by making presentations or providing fact sheets and display materials at DBA-GTAP meetings. DNR shall also collaborate with Charter members or representatives of DBA-GTAP to give joint presentations on this Charter at other venues.

- I. DNR shall promote this Charter with Natural Resources Conservation Service, County Soil and Water Conservation Departments, Farm Service Agency, U.S. Environmental Protection Agency (USEPA), DATCP, and other agencies impacting agriculture and shall work promptly to seek grant or cost-share funding to assist DBA-GTAP in accomplishing the goals of this Charter. DNR shall allocate a portion of the USEPA State Innovation Grant awarded in September 2007 for these purposes.
- J. DNR shall establish a clearinghouse concerning state or federal regulatory developments impacting EMS programs on dairy farms and dairy processors and shall provide DBA-GTAP with progress reports on all such developments.
- K. For the life of this Charter, a DNR employee from the Bureau of Cooperative Environmental Assistance shall oversee and coordinate all aspects of this Charter and have lead responsibility for ensuring that DNR meets all of its commitments and responsibilities herein. In addition, DNR shall assign to each Charter member a DNR employee who is acceptable to the Charter member to serve as their Single Point of Contact concerning any communications related to participation in Green Tier, for any DNR approvals that the Charter member is required to obtain, and for technical assistance.
- L. As a way to encourage participants to move toward Tier 2 status, DNR shall seek to develop participation contracts that provide for improved environmental results and public benefits, greater regulatory flexibility, increased opportunities for permit equivalency assessments and processes, and reduced inspection frequency. DNR shall also seek to expand any existing certification programs that would allow professionals to make certain final determinations for Tier 2 participants that are normally made by DNR staff.
- M. DNR shall remain an active participant in the Agricultural Watershed Improvement Network (originally called the "Dairy Gateway") for the Lakeshore Basin of northeast Wisconsin. DNR shall support and contribute to this and other voluntary environmental initiatives relevant to dairy producers and processors, including other watershed-focused projects, as appropriate and as practicable. DNR shall work actively to build upon and replicate the results of all such initiatives.

## **V. Joint Commitments of the Parties**

- A. The Parties acknowledge that DNR and USEPA have entered into a Memorandum of Understanding (MOU) endorsing the Green Tier program and the policies it implements. Any violation that results in federal prosecution pursuant to a federal law will be addressed outside the requirements of this Charter. However, the Parties will encourage federal prosecutors to consider the provisions of this Charter in making any charging decision and in the selection of a remedy.
- B. The Parties shall work to encourage the implementation of at least one ISO 14001 registration by a Wisconsin dairy producer.
- C. The Parties agree that environmental technology continues to evolve. The Parties agree to work cooperatively to encourage the development and use of new technologies; however, this cooperation and encouragement shall not constitute or be construed to be an endorsement of any technology or technology provider. The entities of the association will seek opportunities to use new technologies and methods that they or their representatives find or develop to advance the goals of this Charter. The entities shall contact DNR and DBA-GTAP and provide an overview of the methods to be used before installing or using the new technology or methods.
- D. The Parties will work cooperatively to engage and educate other state and local agencies and institutions about potential opportunities and partnerships (e.g., to increase recycling of agricultural

plastics) under specific terms of the Charter and the Green Tier program. DBA-GTAP commits to meet with local governmental units and their representatives and explain the purpose and benefits of the Charter. Such meetings may occur in person or via teleconference.

- E. The Parties agree that the terms of this Charter will be reconsidered and may be amended pursuant to Section IX.C. hereof, upon changes within: (1) current statutes or regulations that apply to the dairy industry, (2) discoveries in science that would or may influence, alter or redefine what superior environmental performance is for the dairy industry of Wisconsin, and (3) evidence from case-studies, research, or otherwise which indicate new or innovative methods to achieve improved environmental performance. The Parties agree that this Charter shall have no effect on nor shall the Parties cite to the existence or content of this Charter in the context of any action involving a challenge to or defense asserted pursuant to s. 823.08, Wis. Stats.
- F. The Parties shall work with the Wisconsin Milk Marketing Board and other entities to assist in promoting the dairy industry's environmental stewardship in this Charter. The Parties shall work with other state agencies (e.g., DATCP and Commerce) as appropriate to develop market incentives that can be leveraged by Charter members.
- G. Green Tier participants are routinely authorized to use the Green Tier logo on written materials in accordance with guidelines developed by DNR. As of the initial date of this Charter, DNR's guidelines did *not* explicitly authorize use of the logo on *retail products*. However, notwithstanding those guidelines, under the terms of this Charter DNR and DBA-GTAP agree to collaborate on a pilot program as described in Appendix 5 that will test the value and appropriateness of applying the Green Tier logo to labels on retail dairy products.
- H. The Parties shall work together to identify appropriate performance indicators for individual Charter members and for the Charter as a whole. In doing so, the Parties shall give due consideration to any recommendations developed by the Interested Persons Group described below. Individual Charter members will be strongly encouraged to monitor their performance using the identified indicators for individual participants. DBA-GTAP shall strive to make use of the performance indicators for the Charter as a whole in the annual reports described in Section III.G. DNR and DBA-GTAP shall also use these indicators as part of the joint evaluation described in Section II.E.

## **VI. Interested Persons Group**

- A. DBA-GTAP commits to establishing an Interested Persons Group (IPG) to advance the goals of the Charter and to increase transparency and trust in this Charter. The Parties will meet and confer as to the constitution and specific goals of the IPG. The Parties will also designate a representative from DBA-GTAP to Chair the IPG. Within six (6) months of signing the Charter, members of the IPG will be nominated for one (1) year terms by DBA-GTAP and DNR's designated Single Point of Contact. Final membership of the IPG shall represent a diverse range of interests, including the environmental community, and shall be jointly approved by the Parties. Within twelve (12) months of signing the Charter, the IPG shall meet for the first time.
- B. The Parties shall encourage IPG members to bring their own resources and/or expertise to bear in finding ways to make this Charter successful. The IPG Chair shall work with IPG members to establish clear ground rules for meetings, including: respective roles and responsibilities of IPG members; types of information to be shared and standards for sharing information, including agreements on confidentiality; time-frame for completing each phase of work undertaken; methods for group decision-making and conflict resolution; and, framework for how recommendations of the IPG should be integrated into DNR and DBA-GTAP decision-making processes. The Parties shall also consider including conflict resolution techniques throughout the process, such as: facilitation, third-party mediation, or other dispute resolution techniques. The IPG shall work on improving communications with non-participating stakeholders and relating to the general public (e.g. holding public workshops, promotional advertisements, etc.). The IPG shall also develop specific recommendations to further the

goals of this Charter, including identifying environmental goals to which the dairy sector should aspire and ways of monitoring and measuring the environmental performance of DBA-GTAP participants.

- C. The IPG will meet on at least a semi-annual basis to solicit comments concerning the scope, goals, progress and accomplishments of this Charter. A representative of DBA-GTAP will take notes during these meetings. These notes will be compiled into minutes that summarize the information discussed at each meeting. IPG members will have an opportunity to suggest corrections or additions to the minutes. Once approved, a copy of the minutes will be posted on both DNR's website and on a website maintained by DBA-GTAP or DBA for public viewing.
- D. The Parties will review the status of the IPG after one year. If DBA-GTAP has taken reasonable steps to secure input from and participation in the IPG and has been unsuccessful in generating such input and participation, the Parties may consider other options to establish a mutually agreeable process for public input.
- E. The Parties agree that the IPG requirements of this Charter may be terminated only after both DNR and DBA-GTAP agree that (1) repeated efforts to convene the group have resulted in little or no response from members of the IPG, (2) the costs outweigh the benefits, and (3) an alternative approach for public input will generate better results.

## **VII. Individual Participation as an EMS Candidate**

- A. **Application Process:** To apply for EMS training, an interested dairy producer or dairy processor must do all of the following:
  - i. Review the schedule for DBA-GTAP sponsored EMS training courses and ensure that attendance at all course sessions will be possible.
  - ii. Fill out a registration form that shall include a commitment by the applicant to attend all training course sessions and to take a survey at the beginning and end of the EMS training. Applicants must also state their good-faith intention to apply for Green Tier within 18 months of the first session.
  - iii. Pay a registration fee to DBA-GTAP to cover the costs of the EMS training. The amount of the fee will be specified in the EMS training schedule published by DBA-GTAP. The amount may vary based upon the availability of supplemental funds (e.g., federal grants) but shall not exceed \$500.
  - iv. Send the registration form and payment to DBA-GTAP at 4039 Ponce De Leon Boulevard, Oneida, WI 54155.
- B. **Approval of Applications:** The number of spaces available in each EMS training course will by necessity be limited. DBA-GTAP shall accept applications for each course on a first-come, first-served basis until all available spaces are taken. DBA-GTAP shall promptly notify applicants whether their application has been accepted and shall return the registration fee if an application is rejected for any reason. If space is not available for a requested course, DBA-GTAP shall give the applicant priority if they wish to register for a future course.
- C. **Benefits Available:** EMS Candidates whose applications are accepted by DBA-GTAP will also receive all of the following benefits:
  - i. Invitations to any farm tours or farm walks sponsored by the "role models" described in Section III.A. of this Charter.
  - ii. Access to and permission to make use of the generic EMS described in Section III.B. of this Charter.

- iii. Access to the EMS information clearinghouse described in Section III.D. of this Charter.
- iv. Access to an EMS training course as described in Section III.E. of this Charter.
- v. Limited assistance with preparing a Green Tier application.

## **VIII. Individual Participation as a Charter Member**

- A. **Application Process:** Dairy producers and dairy processors that wish to reap all of the specific benefits of this Charter may apply to become Charter members. To apply for Charter membership, an interested dairy producer or dairy processor must do all of the following:
  - i. Complete an EMS training course and make significant progress toward implementing an EMS.
  - ii. Carefully review the Model Terms for participation described in Appendices 1 and 2 of this Charter.
  - iii. Complete a Green Tier application form. In the Environmental Performance portion of the form, commit to abide by the Model Terms for the appropriate Tier as described in Appendix 1 or 2 of this Charter. The Green Tier application form may change over time but the most current version of the form and instructions will always be available from DNR's website at <http://greentier.wi.gov/>. Applicants for Tier 2 of Green Tier must also write a Letter of Intent, as explained in the application instructions.
  - iv. Pay an application fee to DBA-GTAP. The full amount of this fee will be used by DBA-GTAP to defray DBA-GTAP's expenses in fulfilling commitments made in this Charter. DNR does not impose a fee for Green Tier applications and will receive none of this money under any circumstances. The amount of the fee will be specified by DBA-GTAP and may vary based upon the availability of supplemental funds (e.g., federal grants), but shall not exceed \$500.
  - v. Send a written request for Charter membership and the application fee, along with a complete Green Tier application, to DBA-GTAP at 4039 Ponce De Leon Boulevard, Oneida, WI 54155.
- B. **Review Process for Applications:** The Parties shall review each application for Charter membership as follows:
  - i. DBA-GTAP will preliminarily determine whether the applicant has demonstrated a willingness and ability to abide by the Model Terms described in this Charter. Applicants who are unable or unwilling to abide by the Model Terms of this Charter may still be eligible for Green Tier and may apply independently, but will not be approved as Charter members.
  - ii. If DBA-GTAP believes the applicant has demonstrated a willingness and ability to abide by the Model Terms, their Green Tier application will be handed over to DNR for processing. DNR will follow standard procedures for reviewing Green Tier applications as prescribed in Wisconsin Statutes and described on DNR's website. These standard procedures include a review of the completeness of the application and a determination of whether the applicant meets all statutory eligibility requirements for Green Tier. For Tier 1 applications, this is followed by a formal public notice process. For Tier 2 applications, there is a formal public notice regarding the Letter of Intent, followed by negotiations on the specific terms of a proposed participation contract and a second formal public notice regarding the proposed participation contract. DNR will prepare and submit to DBA-GTAP a draft version of each public notice before arranging for publication of the notice in the proper newspaper.
  - iii. The Green Tier statute gives DNR discretion and authority to hold a public informational meeting after providing public notice on any Tier 1 application, Tier 2 letter of intent, or proposed Tier 2

participation contract. DNR shall consult with DBA-GTAP before making any decisions regarding public informational meetings and shall invite DBA-GTAP to participate in any such meetings.

- iv. Upon request, DNR shall authorize DBA-GTAP to participate in negotiations on the terms of any Tier 2 participation contract, pursuant to s. 299.83(6)(e), Wis. Stats.
- C. **Approval of Applications:** By statute, DNR retains the ultimate authority in deciding whether to approve or deny an application for participation in Green Tier. DNR may deny an application if the provisions of s. 299.83, Wis. Stats. have not been met or if approving the application would adversely affect the integrity of the Green Tier program. If DNR approves the Green Tier application, DBA-GTAP and DNR must both agree before Charter membership is granted to any Green Tier participant. The Parties shall grant Charter membership by sending written notification to the applicant. DBA-GTAP shall refund the full amount of the application fee if the application for Charter membership is rejected by the Parties or if the application for Green Tier is denied by DNR.
- D. **Grandfather Clause:** Dairy producers who were already participating in Green Tier at the time this Charter took effect may apply for Charter membership by the following streamlined process:
- i. Carefully review the Model Terms for participation described in Appendices 1 and 2 of this Charter.
  - ii. Send a written request for Charter membership to DBA-GTAP at 4039 Ponce De Leon Boulevard, Oneida, WI 54155. In the written request, commit to abide by the Model Terms for the appropriate Tier as described in Appendix 1 or 2 of this Charter.
  - iii. DBA-GTAP and DNR must both agree before Charter membership is granted to any Green Tier participant. The Parties shall grant Charter membership by sending written notification to the applicant.
- E. **Ongoing Responsibilities of Charter Members:** Charter members shall commit to doing all of the following in order to maintain membership and continue receiving the benefits of this Charter:
- i. Pay an annual membership fee to DBA-GTAP to assist in defraying the costs to DBA-GTAP for delivering the services hereunder. The amount of the fee will be specified by DBA-GTAP and may vary based upon the availability of supplemental funds (e.g., federal grants), but shall not exceed \$500.
  - ii. If any Charter member is required to report to DNR pursuant to any environmental requirement, including federal and state laws and rules, the content of the report will also be provided to DBA-GTAP.
  - iii. Charter members shall annually conduct or have another person conduct an audit of their EMS in accordance with s. 299.83, Wis. Stats. At the Tier 1 level, every third audit must be performed by an outside environmental auditor approved by DNR. At the Tier 2 level, all such audits must be performed by an outside environmental auditor approved by DNR. Charter members may take advantage of the audit services described in Section III.F. of this Charter or make other arrangements, but the annual audit must be completed. If the Charter member wishes to take advantage of the audit services described in Section III.F., the Charter member shall pay an auditing fee to DBA-GTAP in an amount not to exceed \$2,500.
  - iv. Charter members shall submit annual reports required pursuant to s. 299.83(3)(d)4.-5., Wis. Stats. (for Tier 1) or s. 299.83(5)(c)2.-3., Wis. Stats. (for Tier 2) to the Parties. Every Charter member will be asked to report on a generic suite of performance indicators developed for all Green Tier participants. The list of generic indicators may change over time but will be clearly specified in each Charter member's Tier 1 acceptance letter or Tier 2 participation contract. Some of the

generic indicators will not be relevant in every case and Charter members will not be asked to report on any irrelevant indicators.

- v. A Charter member may be eligible for deferred civil enforcement in the event that the Charter member discovers a violation of an environmental requirement and submits a compliance report in accordance with s. 299.83(6m), Wis. Stats. In such cases, the Charter member shall send a copy of the compliance report to the Parties, and DNR shall copy DBA-GTAP on any non-confidential related correspondence with the Charter member.
  - vi. Charter members will be responsible for abiding by any additional requirements specified in the Tier 1 acceptance letter issued to them by DNR or the Tier 2 participation contract signed by DNR and the Charter member.
- F. **Expulsion:** DNR may terminate or suspend Green Tier participation in certain noncompliance circumstances as outlined in s. 299.83(7), Wis. Stats. DNR shall consult with DBA-GTAP in all deliberations related to termination or suspension of a Charter member, but DNR shall retain the ultimate authority to decide if and when such an action is necessary. DBA-GTAP may revoke Charter membership if a member fails to comply with procedural or substantive requirements of this Charter or their EMS. In such circumstances DNR shall then expeditiously review whether the ex-member may remain in Green Tier without receiving the specific benefits of Charter membership, or whether their Green Tier participation should be completely terminated or suspended. Once a participant is expelled from participation in Green Tier, they shall submit to DNR, within 30 days of their expulsion, completed applications and other required paperwork to apply for any permits or approvals that may have been previously replaced by a Tier 2 participation contract. Until such time as DNR issues the necessary permits, any participant that has been expelled from Green Tier will continue to operate under the terms of the Tier 2 participation contract. However, for such participants, DNR shall oversee their operations in lieu of DBA-GTAP.

## IX. General Provisions

- A. **Interpretation:** Wisconsin Law will govern the interpretation of this Charter.
- B. **Severability:** All Agreements and covenants contained herein are severable, and in the event any of them shall be 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.
- 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. **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 DBA-GTAP to make any additional agreements with, or concessions to, any other governmental or regulatory body.
- E. **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 Fourteen 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 DBA-GTAP; and (2) may interview directors, officers, employees, and agents of DBA-GTAP regarding

matters directly related to the Charter. All such requests for access to records or people concerning DBA-GTAP shall be provided concurrently to DBA-GTAP's legal counsel.

- F. **Effective Date:** After completion of the public notice and public hearing process, this Charter shall become effective upon signature by both of the Parties.
- G. **Termination:** If DBA-GTAP 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 DBA-GTAP promptly cures the alleged violation prior to the end of the 60-day period. DBA-GTAP 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.

If DNR fails to fulfill its obligations under this Charter in a timely or proper manner, or violates any of its provisions or should DBA-GTAP be unable or unwilling to fulfill its obligations hereunder, DBA-GTAP 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.

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.

- H. **Term of Charter and Action Period:** This Charter will remain in effect for ten (10) years after its effective date unless either of the Parties terminates this Charter under the provisions of Section IX.G. The Charter may be extended for periods of up to ten (10) years with the written approval of the Parties.
- I. **Identifying Point of Contact:** The Parties agree to provide a point of contact within their respective organizations for this Charter. That point of contact shall be identified by letter, and if the point of contact changes, a new point of contact shall be identified by letter.
- J. **Future Effect:** The contract does not bind future legislatures and their actions or resource allocations pertaining to DNR.
- K. **Warranty of Authority:** Each of the persons signing below represents and warrants that he/she has authority to execute this Charter on behalf of the Party for which he/she signs.

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## **Appendix 1 - Model Terms for Green Tier Participation at the Tier 1 Level**

The purpose of this Appendix is to describe “model terms” for Green Tier participation so prospective Charter members will better understand what is expected of them and what they can expect from DNR.

### **Expectations**

Dairy producers who wish to participate in Green Tier as members of this Charter shall undertake a combination of core activities and elective activities. Every Tier 1 Charter member shall undertake all of the core activities listed below. In addition, every Tier 1 Charter member shall also undertake three additional elective activities of their choosing. Both parts, the core activities and the elective activities, are required parts of the model terms and are explained in greater detail below.

### **Tier 1 Core Activities**

Green Tier applicants at the Tier 1 level must submit with their Green Tier application **plans for activities that enhance the environment, with a schedule for implementation**. Charter members who participate at the Tier 1 level shall commit to undertake all of the following core activities:

- A. No surface application of liquid manure (equal to or less than 12% solids) on snow-covered or frozen ground except in compliance with Appendix 3;
- B. Manure handling training procedures that will prevent and minimize entry of manure into waters of the state;
- C. Emergency response plans that include the content described in s. NR 243.13(6)(b), Wis. Adm. Code to prevent, contain and clean up spills and overflows of any material that could have significant environmental impacts;
- D. Compliance with NR 151 Agricultural Standards and Prohibitions;
- E. No application of manure within 100 feet of private water supply wells and within 1000 feet of community and municipal water supply wells;
- F. Compliance with performance matrix when spreading solid manure (see Appendix 4);
- G. Identify drain tile outfalls and develop plans to minimize drainage of manure to waters of the state;
- H. Cancelled or unwanted farm chemicals shall be disposed through a local county Clean Sweep program or through DATCP's Clean Sweep Program manager if a local program does not exist; and,
- I. No open burning or burial of garbage or refuse at any time. No open burning of other materials (e.g., leaves) when a DNR-issued Air Quality Advisory is in effect.

NOTE: Most of the Tier 1 core activities are included as basic compliance requirements in WPDES permits issued by DNR to those dairy producers that are required to have a permit. In those cases, the Charter member must also continue to comply with all of the specific requirements of their permit. This Charter does not by itself reduce or waive any of the compliance requirements applicable to any dairy producer.

### **Tier 1 Elective Activities**

In addition to the core activities described above, Charter members shall commit to undertake at least three elective activities of their choosing. These elective activities must be specified in the Green Tier application as part of the applicant's plans for activities that enhance the environment, along with a schedule for implementation.

All elective activities selected by the prospective Charter member should address a significant environmental aspect that has been identified by the Charter member via their EMS.

In *every* case, the Charter member shall choose elective activities that go beyond minimum compliance requirements, i.e. activities they are not otherwise required (e.g. by permit or local ordinance) to undertake. Members may, however, choose as an elective activity to go “beyond compliance” in an area where they are regulated (e.g., establishing buffer zones that are larger than required for compliance). Members cannot satisfy the model terms by choosing elective activities that are compliance requirements.

Finally, when selecting elective activities Charter members should be aware that the Green Tier program requires every participant to include objectives in their EMS that address at least two of the following three areas:

- Improving their environmental performance with respect to aspects regulated by DNR;
- Improving their environmental performance with respect to aspects not regulated by DNR; and,

- Voluntarily restoring, enhancing, or preserving natural resources.

DNR shall maintain on its website a list of examples of elective activities appropriate for each of these three areas so prospective Charter members can better understand their options. The list will not be exhaustive. Charter members will have the freedom to make use of the listed examples or to develop their own ideas for elective activities.

### Tier 1 Incentives

Charter members participating at the Tier 1 level shall receive the following incentives:

- A. Numbered certificate of recognition;
- B. Publicity as specified in Section IV.H. of this Charter;
- C. Use of Green Tier/Environmental Excellence logo as specified in the participant's Letter of Tier 1 Acceptance and in Appendix 5 of this Charter;
- D. Assignment of a DNR employee acceptable to the participant as their Single Point of Contact within DNR for Green Tier communications, DNR regulatory approvals, and technical assistance;
- E. Minimum inspection frequencies as specified in s. 299.83(4m)(f), Wis. Stats.;
- F. Eligibility for deferred civil enforcement as specified in s. 299.83(6m), Wis. Stats.; and
- G. All other benefits of this Charter generally and as specified in Sections III, IV, and V of this Charter.

## **Appendix 2 - Model Terms for Green Tier Participation at the Tier 2 Level**

The purpose of this Appendix is to describe “model terms” for Green Tier participation so prospective Charter members will better understand what is expected of them and what they can expect from DNR.

### **Expectations**

Dairy producers who wish to participate in Green Tier as members of this Charter shall undertake a combination of core activities and elective activities. Every Tier 2 Charter member shall undertake all of the core activities listed below. In addition, every Tier 2 Charter member shall also undertake three additional elective activities of their choosing. Both parts, the core activities and the elective activities, are required parts of the model terms and are explained in greater detail below.

### **Tier 2 Core Activities**

Green Tier applicants at the Tier 2 level must describe the **measures they propose to take to maintain and improve their superior environmental performance, with a schedule for implementation**. Prospective Charter members who wish to participate at the Tier 2 level shall commit to undertake all of the following core activities:

- A. Manure handling training procedures that will prevent and minimize entry of manure into waters of the state;
- B. Emergency response plans that include the content described in s. NR 243.13(6)(b), Wis. Adm. Code to prevent, contain and clean up spills and overflows of any material that could have significant environmental impacts;
- C. Compliance with NR 151 Agricultural Standards and Prohibitions;
- D. No application of manure within 100 feet of private water supply wells and within 1000 feet of community and municipal water supply wells;
- E. Compliance with performance matrix when spreading solid manure (see Appendix 4);
- F. Identify drain tile outfalls and develop plans to minimize drainage of manure to waters of the state;
- G. Cancelled or unwanted farm chemicals shall be disposed through a local county Clean Sweep program or through DATCP's Clean Sweep Program manager if a local program does not exist;
- H. No open burning or burial of garbage or refuse at any time. No open burning of other materials (e.g., leaves) when a DNR-issued Air Quality Advisory is in effect;
- I. Comprehensive Nutrient Management Plan (CNMP);
- J. No mechanical surface application of manure on frozen or snow-covered ground;
- K. Six (6) month liquid manure storage;
- L. Total containment at the production area of all manure and process wastewater (i.e. no filter strips or overland flow systems);
- M. Elimination of headland stacking practices or stacking of manure in accordance with NRCS 313;
- N. Odor Minimization plan for land application and production areas in accordance with s. ATCP 51.14, Wis. Adm. Code;
- O. Public complaint response plan, odor response plan and public input plan;
- P. Management plan for feed storage leachate discharge or runoff in accordance with s. ATCP 51.20(3), Wis. Adm. Code; and,
- Q. Storm water management plan for fertilizers, pesticides, fuel storage, feed etc. handling areas.

NOTE: Many of the Tier 2 core activities are included as basic compliance requirements in WPDES permits issued by DNR to those dairy producers that are required to have a permit. In those cases, the Charter member must also continue to comply with all of the specific requirements of their permit. This Charter does not by itself reduce or waive any of the compliance requirements applicable to any dairy producer.

## Tier 2 Elective Activities

In addition to the core activities described above, Charter members shall commit to undertake at least three elective activities of their choosing. These elective activities must be specified in the Green Tier application as part of the measures they propose to maintain and improve their superior environmental performance, along with a schedule for implementation.

All elective activities selected by the prospective Charter member should address a significant environmental aspect that has been identified by the Charter member via their EMS.

In *every* case, the Charter member shall choose elective activities that go beyond minimum compliance requirements, i.e. activities they are not otherwise required (e.g. by permit or local ordinance) to undertake. Members may, however, choose as an elective activity to go “beyond compliance” in an area where they are regulated (e.g., establishing buffer zones that are larger than required for compliance). Members cannot satisfy the model terms by choosing elective activities that are compliance requirements.

Finally, when selecting elective activities Charter members should be aware that the Green Tier program requires every participant to include objectives in their EMS that address at least two of the following three areas:

- Improving their environmental performance with respect to aspects regulated by DNR;
- Improving their environmental performance with respect to aspects not regulated by DNR; and,
- Voluntarily restoring, enhancing, or preserving natural resources.

DNR shall maintain on its website a list of examples of elective activities appropriate for each of these three areas so prospective Charter members can better understand their options. The list will not be exhaustive. Charter members will have the freedom to make use of the listed examples or to develop their own ideas for elective activities.

## Tier 2 Incentives

Charter members participating at the Tier 2 level shall receive the following incentives:

- A. Individually negotiated contract with incentives that are proportional to the environmental benefits that will be provided;
- B. Numbered certificate of recognition;
- C. Publicity as specified in the participation contract and in Section IV.H. of this Charter;
- D. Use of Green Tier/Environmental Excellence logo as specified in the participation contract and in Appendix 5 of this Charter;
- E. Assignment of a DNR employee acceptable to the participant as their Single Point of Contact within DNR for Green Tier communications, DNR regulatory approvals, and technical assistance;
- F. Minimum inspection frequencies as specified in the participation contract and in s. 299.83(6)(j), Wis. Stats.;
- G. Eligibility for deferred civil enforcement as specified in the participation contract and in s. 299.83(6m), Wis. Stats.; and
- H. All other benefits of this Charter generally and as specified in the participation contract and in Sections III, IV, and V of this Charter.

### **Appendix 3: Restrictions for Surface Applying Liquid Manure on Frozen and Snow Covered Ground**

(a) *Frozen ground-liquid manure.* Surface application of liquid manure on frozen ground is prohibited, except for an emergency situation under par. (d) or if allowed under par. (e). Injection or immediate incorporation of liquid manure is allowed on frozen ground, except if prohibited due to snow covered conditions under par. (b).

(b) *Snow covered ground-liquid manure.* Unless prohibited under par. (c) and subject to the frozen ground prohibition in par. (a), liquid manure may only be land applied to snow covered ground in accordance with the following:

1. If less than one inch of snow is present on the area where liquid manure is to be applied, surface application, injection or immediate incorporation of liquid manure is allowed.
2. If there is one to 4 inches of snow present on the area where liquid manure is to be applied, surface application of liquid manure is prohibited, except for department approved emergencies under par. (d) or if allowed under par. (e). Immediate incorporation or injection is allowed on areas where there is one to 4 inches of snow.
3. If there is greater than 4 inches of snow on the area where liquid manure is to be applied, surface application and incorporation of liquid manure is prohibited, except for department approved emergencies under par. (d) or if allowed under par. (e). Injection of liquid manure is allowed on areas where there is greater than 4 inches of snow.

(c) *High-risk runoff period.* 1. Unless there is a department approved emergency situation under par. (d), liquid manure may not be surface applied from February 1 through March 31.

(d) *Emergency applications for liquid manure.*

1. Except as provided in subd. 3., liquid manure may be surface applied on frozen or snow covered ground on an emergency basis in accordance with the restrictions in the below Table if all of the following conditions are met:
  - a. The manure is from a storage or containment facility that is designed and maintained in accordance with ss. NR 243.15 and 243.17 to provide 180 days of storage for the manure.
  - b. The application of manure is necessitated by exceedances or expected exceedances of the margin of safety level that were unavoidable due to unusual weather conditions, equipment failure or other unforeseen circumstances beyond the control of the Charter member.
  - c. The Charter member has notified the department verbally prior to the emergency application. Unless necessitated by imminent impacts to the environment or human or animal health, the Charter member may not apply manure to a field on an emergency basis until the department has verbally approved the application.
  - d. The Charter member submits a written description of the emergency application and the events leading to the emergency application to the department within 5 days of the emergency application.
2. Allowances for emergency surface applications of liquid manure do not apply to situations where a Charter member has failed to properly maintain storage capacity either through improper design or management of the storage facility, including failure to properly account for the number or volume of wastestreams entering the facility, failure to empty a storage or containment facility in accordance with permit conditions prior to the onset of frozen or snow covered ground conditions or due to an increase in animal units.
3. The Charter member may only conduct emergency surface applications of liquid manure in accordance with the restrictions in the below Table. The Charter member may only conduct emergency surface applications on fields that the department has approved for emergency applications, in writing, as part of a nutrient management plan. The department may approve alternate fields and impose alternative restrictions,

in writing on a case-by-case basis, if fields that meet the restrictions in the below Table are not available at the time of the emergency application, the Charter member has explored all other options identified in its emergency response plan, and the application results in a winter acute loss index value of 4 or less using the phosphorous index.

(e) *Existing source CAFOs-liquid manure exception.* Prior to January 1, 2010, if a Charter member does not have 180 days of storage for liquid manure as specified in s. NR 243.15, the Charter member may surface apply liquid manure on frozen or snow covered ground in accordance with the below Table without satisfying the emergency criteria in par. (d). If the Charter member does not have access to sites that meet the criteria in the below Table, the department may approve alternate sites and impose alternative restrictions, in writing on a case-by-case basis as part of a nutrient management plan, provided the application results in a winter acute loss index value of 4 or less using the phosphorus index. This allowance for existing source CAFOs to surface apply liquid manure on frozen or snow covered ground without satisfying the emergency criteria in par. (d) is not applicable after January 1, 2010.

(f) *Frozen liquid manure.* Liquid manure that is frozen and cannot be transferred to a manure storage facility may be surface applied on frozen or snow covered ground in accordance with the below Table. Surface applications of frozen liquid manure do not require prior department approval or notification provided application sites for frozen liquid manure are identified in the approved nutrient management plan. During February and March, the Charter member shall notify the department if the Charter member expects to surface apply frozen liquid manure more than 5 days in any one month.

*Frozen and Snow Covered Ground Restrictions – Emergency Surface Applications of Liquid Manure*

<b>Criteria</b>	<b>Restrictions for fields with 0-2% slopes</b>	<b>Restrictions for fields with &gt;2-6% slopes</b>	<b>Restrictions for fields with slopes greater than 6%</b>
Required fall tillage practice prior to application	Chisel or moldboard plow or department approved equivalent <sup>A</sup>	Chisel or moldboard plow or department approved equivalent <sup>A</sup>	Not allowed
Application rate (cumulative per acre)	Maximum application volume of 7,000 gallons per acre per winter season, not to exceed 60 lbs. P <sub>2</sub> O <sub>5</sub> , the following growing season's crop P <sub>2</sub> O <sub>5</sub> budget taking into account nutrients already applied or other phosphorus application restrictions specified in a department approved nutrient management plan, whichever is less	Maximum application volume of 3,500 gallons per acre per winter season, not to exceed 30 lbs. P <sub>2</sub> O <sub>5</sub> , the following growing season's crop P <sub>2</sub> O <sub>5</sub> budget taking into account nutrients already applied, or other phosphorus application restrictions specified in a department approved nutrient management plan, whichever is less	Not allowed
Setbacks from surface waters	No application allowed within SWQMA	No application allowed within SWQMA	Not allowed
Setbacks from downslope areas of channelized flow, vegetated buffers, wetlands	200 feet	200 feet	Not allowed
Setbacks from direct conduits to groundwater	300 feet	300 feet	Not allowed

**A** – All tillage and farming practices shall be conducted along the contour in accordance with the following requirements; 0-2% slope = no contouring required, >2-6% slope = tillage and practices conducted along the general contour. The department may approve alternative tillage practices on a case-by-case basis in situations where conducting practices along the contour is not possible

## **Appendix 4: Restrictions for Surface Applying Solid Manure on Frozen and Snow Covered Ground**

The following restrictions apply to the land application of solid manure on frozen or snow covered ground:

(a) *Frozen ground–solid manure.* Unless prohibited under par. (c), solid manure may be surface applied on frozen ground if the manure is applied in compliance with the restrictions in the table below or otherwise immediately incorporated.

(b) *Snow covered ground–solid manure.* Unless prohibited under par. (c), solid manure may only be land applied to snow covered ground in accordance with the following:

1. If less than one inch of snow is present on the area where manure is to be land applied, the Charter member may surface apply or immediately incorporate the solid manure.
2. If one to 4 inches of snow is present on the area where manure is to be land applied, the Charter member shall surface apply the manure in compliance with restrictions in the table below or otherwise immediately incorporate the solid manure.
3. If more than 4 inches of snow is present on the area where manure is to be land applied, the Charter member shall surface apply the solid manure in compliance with the restrictions in the table below. Incorporation of solid manure is prohibited.

(c) High-risk runoff period.

1. Beginning January 1, 2008, solid manure may not be surface applied from February 1 through March 31 if any of the following conditions exist on the area of the field where the manure is to be applied:
  - a. Snow is present to a depth of one inch or greater.
  - b. The ground is frozen.

(d) To meet the requirements of par. (c), a Charter member may choose to stack solid manure rather than use a storage facility that meets the design requirements in s. NR 243.15.

*(continued on next page)*

*Restrictions for Surface Applying Solid Manure on Frozen and Snow Covered Ground*

<b>Criteria</b>	<b>Restrictions for fields with 0-6% slopes</b>	<b>Restrictions for fields with slopes &gt; 6% and up to 9%</b>	<b>Restrictions for fields with slopes greater than 9%</b>
Required fall tillage practice prior to application	Chisel or moldboard plow, no-till or a DNR approved equivalent <sup>A</sup>	Chisel or moldboard plow, no-till or DNR approved equivalent <sup>A</sup>	Not allowed
Minimum % solids allowed	12%	> 20%	Not allowed
Application rate (cumulative per acre)	Not to exceed 60 lbs. P <sub>2</sub> O <sub>5</sub> per winter season, the following growing season's crop P <sub>2</sub> O <sub>5</sub> budget taking into account nutrients already applied, or phosphorus application restrictions specified in a DNR approved nutrient management plan, whichever is less	Not to exceed 60 lbs. P <sub>2</sub> O <sub>5</sub> per winter season, the following growing season's crop P <sub>2</sub> O <sub>5</sub> budget taking into account nutrients already applied, or phosphorus application restrictions specified in a DNR approved nutrient management plan, whichever is less	Not allowed
Setbacks from surface waters	No application allowed within SWQMA	No application allowed within 2.0 x SWQMA	Not allowed
Setbacks from downslope areas of channelized flow, vegetated buffers, and wetlands	200 feet	400 feet	Not allowed
Setbacks from direct conduits to groundwater	300 feet	600 feet	Not allowed
<p><b>A</b> – All tillage and farming practices shall be conducted in accordance with the following requirements:</p> <ul style="list-style-type: none"> <li>0-2% slope = no contouring required;</li> <li>&gt;2-6% slope = tillage and practices conducted along the general contour;</li> <li>&gt;6% slope = tillage and farming practices conducted along the contour.</li> </ul> <p>DNR may approve alternative tillage practices on a case-by-case basis in situations where conducting practices along the contour is not possible. Allowances for application on no-till fields only apply to fields where no-till practices have been in place for a minimum of 3 years.</p>			

## **Appendix 5 - Use of Green Tier Logo on Retail Dairy Products**

DNR and DBA-GTAP agree to collaborate on a pilot program that will test the value and appropriateness of applying the Green Tier logo to labels on retail dairy products. The pilot program shall consist of three parts: 1) an initial conditional authorization to use the logo on retail dairy products; 2) a joint effort to collect relevant data; and, 3) an evaluation of whether to continue the authorization. Details of the pilot program follow.

### **Authorization**

DNR shall authorize Green Tier participants at the Tier 1 or Tier 2 level to use the Green Tier logo on labels applied to retail dairy products, i.e., dairy products marketed directly to consumers or third parties, if and only if all of the following conditions are met:

1. The dairy processor is a Green Tier participant and the scope of their participation includes all aspects of producing the labeled product;
2. All of the liquid milk used to make the labeled product originates from dairy producers participating in Green Tier, and the scope of participation of each such dairy producer includes all aspects of producing the liquid milk used in the labeled product;
3. The dairy processor demonstrates to DNR that all of the above conditions are met prior to initially using the Green Tier logo on the label of a retail dairy product; and,
4. The dairy processor documents in each annual Green Tier report submitted to DNR that the above conditions are still being met.

DNR may at any time suspend or revoke an individual participant's authorization to use the Green Tier logo on retail dairy products if any of the above conditions are not met.

DNR will apply these criteria for use of the Green Tier logo on labels of retail dairy products to any entity participating in Green Tier, regardless of whether the entity is a member of this Charter. However, this authorization to use the Green Tier logo on the labels of retail dairy products does not in any way restrict the right of dairy processors to develop *other* environmental logos or brands, nor does it restrict the right of any Green Tier participant to use the Green Tier logo on written materials *other than product labels* in accordance with DNR guidelines.

### **Data Collection**

DNR and DBA-GTAP shall jointly seek to collect relevant data and feedback regarding this pilot program on an ongoing basis. The Parties may also collaborate with other organizations (e.g., the Dairy Business Innovation Center) where appropriate in pursuit of relevant information. At a minimum, DNR and DBA-GTAP shall seek to collect and share data and feedback relevant to the following three topics:

1. Consumer Perceptions of Green Tier Logo - When the Green Tier logo appears on a retail dairy product, will consumers:
  - Choose the product over other similarly-priced products?
  - Be willing to pay more for the product?
  - Perceive that DNR has "endorsed" the quality, the nutritional value, or other attributes of the product?
  - Actively seek more information about Green Tier?
  - Assume the label implies things that it doesn't imply (e.g., rBGH-free)?
2. Conditions of Authorization - Are the conditions for authorization stipulated above necessary and sufficient to achieve the goals of the Green Tier program and this Charter, or are changes needed?
3. Monitoring Appropriate Use of Green Tier Logo - Is it practical for DNR to monitor how the Green Tier logo is used on products? What level of effort is necessary? Is there evidence of inappropriate logo use, and if so what level of effort is needed to remedy the situation?

### Evaluation and Determination

On at least an annual basis, DNR and DBA-GTAP shall review and evaluate all available data and information relevant to this pilot program. Based on this review and evaluation, DNR and DBA-GTAP shall make a preliminary determination of whether to make the authorization described above permanent, to continue the authorization without change, or to revise, suspend, or revoke the authorization. DNR and DBA-GTAP shall then discuss this preliminary determination with any affected Green Tier participants prior to making a final written determination.

Any final determination to change the terms of the authorization shall be posted on DNR's website and shall take effect without requiring an amendment to this Charter.