



Wisconsin Brownfields Study Group

October 10, 2019
10:00 a.m. – 3:00 p.m.

Oshkosh Waterfront Hotel and Convention Center
K.M. Hutchinson Room
1 North Main St., Oshkosh, Wis.

1-855-947-8255
6612 745#



Welcome / Intros / Agenda Repair

MARK THIMKE & DAVE MISKY

BSG Mission / Structure / Role in Brownfields Redevelopment

MARK THIMKE & DAVE MISKY

PACE (Property Assessed Clean Energy) Wisconsin

JASON STRINGER



Property Assessed Clean Energy (PACE)

PACE Wisconsin Overview

Jason Stringer
Program Administrator





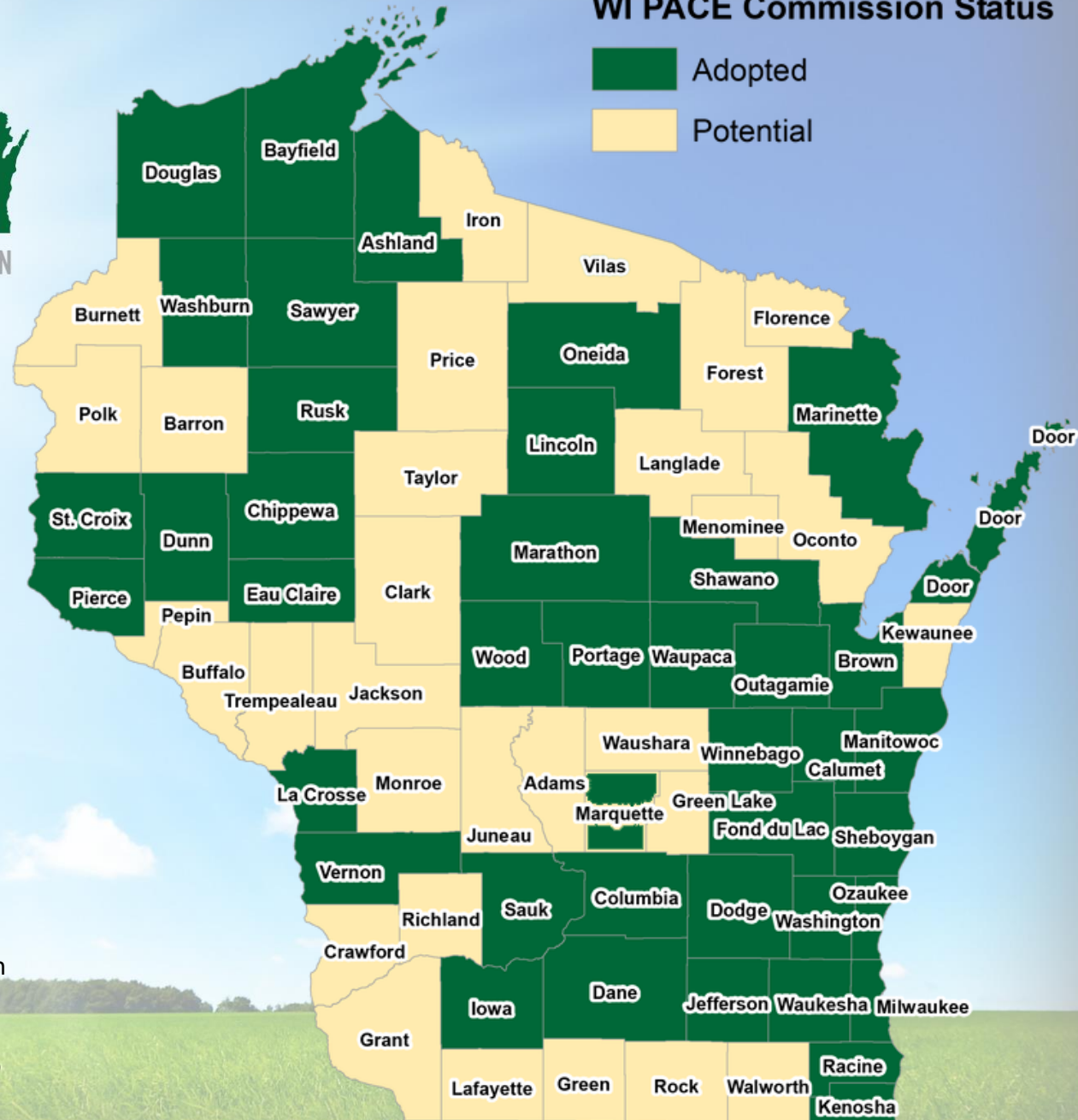


Member Counties

- Ashland
- Bayfield
- Brown
- Calumet
- Chippewa
- Columbia
- Dane
- Dodge
- Door
- Douglas
- Dunn
- Eau Claire
- Fond du Lac
- Iowa
- Jefferson
- Kenosha
- La Crosse
- Lincoln
- Manitowoc
- Marathon
- Marinette
- Marquette
- Milwaukee
- Oneida
- Outagamie
- Ozaukee
- Pierce
- Portage
- Racine
- Rusk
- Sauk
- Sawyer
- Shawano
- Sheboygan
- St. Croix
- Vernon
- Washburn
- Washington
- Waukesha
- Waupaca
- Winnebago
- Wood

WI PACE Commission Status

- Adopted
- Potential





IMPACT

Closed Projects

22

11

33

Total Project
Costs (\$ Millions)

\$27.1 M

\$13.2 M

\$40.3 M

\$ Savings (Annual
in \$ Millions)

\$1.71 M

\$1.09 M

\$2.80 M

MMBtu Saved
(Annual)

55,455

- -

55,455

Date Started

Dec. 2017

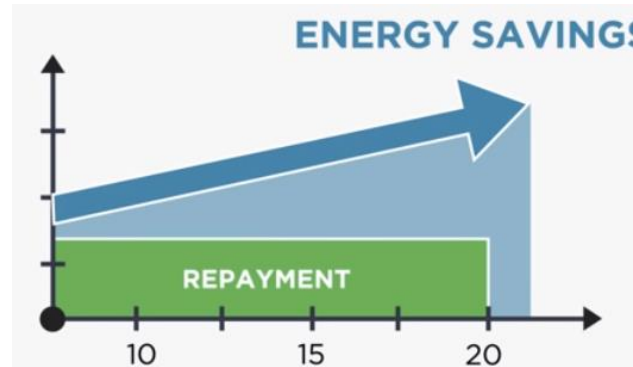
2015

~ 4 Years



Assists local businesses with financing *

- Renewable energy
- Energy efficiency
- Water conservation



Enabled by State of Wisconsin Legislation (Section 66.0627)

Secured by a property tax assessment (special charge)

Loan payments covered by utility bill savings.

** 2017 amendment includes brownfield redevelopment and on-site lead water lateral replacement, program guidelines pending.*



- 66.0627(8)(a) Enables PACE Financing for Brownfield Revitalization Project (BRP).
- **Brownfield Revitalization Project** - Any of the following actions when taken upon commercial or industrial premises that are located on, or that constitute, brownfields, as defined in s. 238.13 (1) (a):
 - 1. Site assessment.
 - 2. Remediation.
 - 3. Lead or asbestos abatement.
 - 4. Demolition.
 - 5. Standard site preparation actions not included in subds. 1. to 4.
- Term of BRP PACE Financing may exceed 20 years.



- Office, Industrial, Multifamily and Retail
- Hospitality
- Manufacturing & Industrial
- Institutional & Not-for-Profit Facilities
- Agriculture

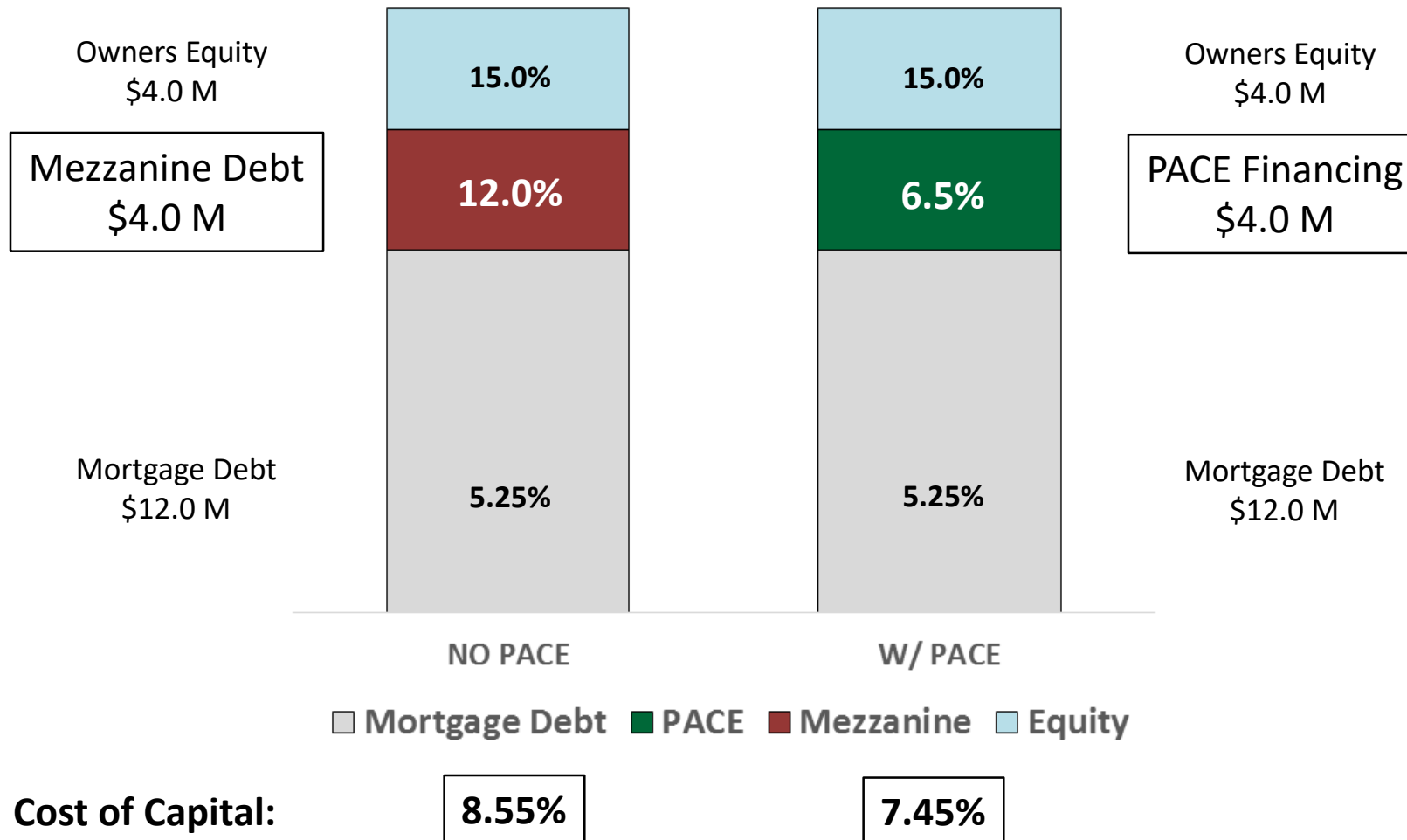


** Property located in member county
* Does NOT work for residential (1-4 units)
and government owned properties*



- Efficient Lighting Systems
- Building Envelope Improvements
- Efficient Furnaces, Boilers & Chillers
- Heat Pumps (Air & Ground Source)
- Pumps, Motors & Variable Speed Drives
- Automated HVAC Controls
- Building Management Systems
- Fuel Switching
- Combustion and Burner Upgrades
- Water Conservation
- Efficient Hot Water Heating Systems
- Heat Recovery and Steam Traps
- Renewable Energy Systems

Example: \$20 Million Renovation or New Construction Project



Cost of Capital:

8.55%

7.45%

Owners utilize PACE to fill gaps in their capital stack and lower their cost of capital.



- Finance up to 100% of hard + soft costs
 - Non recourse financing
 - Frees up equity for other priorities
- Fixed rate, long-term: 20 – 30 years
 - Yields positive cash flow
 - Boost Property Value
- Tenants share cost & savings
- Transfers to new owner upon sale
- Reduce waste & improve experience



PACE Financing Advisors



Contact information: www.pacewi.org/participating-pace-lenders.html

New Construction



Brookfield Square Lodging Investors, LLC

PACE Financing: \$1,600,000
PACE to Value: 7.3%
Annual Savings: \$94,168
Lifetime Savings: \$2.1 Million
Improvements: LED Lighting, HVAC, Roof and Wall Insulation, Windows, Low-flow Fixtures, Air Conditioner, Hot Water



Madison Rimrock Lodging Investors, LLC

PACE Financing: \$1,500,000
PACE to Value: 8.3%
Annual Savings: \$90,840
Lifetime Savings: \$1.82 Million
Improvements: Lighting, HVAC, Roof and Wall Insulation, Windows, Low-flow Fixtures, Air Conditioner, Hot Water



Fox Crossing Hotel Group, LLC

PACE Financing: \$850,000
PACE to Value: 12.1%
Annual Savings: \$41,008
Lifetime Savings: \$780,000
Improvements: Lighting, HVAC, Roof and Wall Insulation, Windows, Low-flow Fixtures, Air Conditioner, Pool, DHW Efficiency

Renovation / Adaptive Reuse



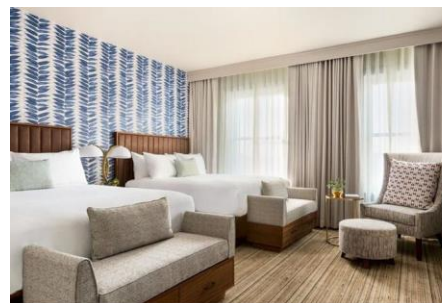
Hotel Indigo

PACE Financing: \$1,500,000
PACE to Value: 4.4%
Annual Savings: \$89,832
Lifetime Savings: \$1.9 million
Improvements: HVAC, Windows, Building Shell, Lighting



Hotel Retlaw

PACE Financing: \$2,373,798
PACE to Value: 10.5%
Annual Savings: \$289,011
Lifetime Savings: \$6.3 Million
Improvements: HVAC, Lighting, Windows, Roof



Hotel Northland

PACE Financing: \$8,759,000
PACE to Value: 23.3%
Annual Savings: \$454,000
Lifetime Savings: \$13.2 Million
Improvements: Roof and wall insulation, LED lighting, heating ventilation and air conditional (HVAC) central plant, HVAC air handling and fan coiling units, low-flow showers and faucets, and exterior LEDs.

Renovation / Replacement



Waterloo Technology Center Office

PACE Financing: \$249,000
PACE to Value: 12.5%
Annual Savings: \$47,294
Lifetime Savings: \$898,589
Improvements: HVAC and Lighting



Uniroyal

Manufacturing

PACE Financing: \$355,713
PACE to Value: 11%
Annual Savings: \$70,698
Lifetime Savings: \$989,777
Improvements: Roof Upgrades and Lighting



H & H Energy

Industrial / Warehouse

PACE Financing: \$203,875
PACE to Value: 8.0%
Annual Savings: \$9,910
Lifetime Savings: \$208,110
Improvements: Roof Upgrades, Solar PV, Rooftop Heating and Cooling Units

New Construction / Adaptive Reuse



The Edge at 706

Mixed-Use

PACE Financing: \$1,420,000
PACE to Value: 9.0%
Annual Savings: \$54,763
Improvements: LED Lighting, Shell Upgrades (Windows, Walls & Roof), Garage DCV



Weiskopf School Apartments

Multifamily

PACE Financing: \$250,000
PACE to Value: 11%
Annual Savings: \$2,134
Improvements: HVAC, LED Lighting, Roofing



Velocity

Multifamily

PACE Financing: \$232,996
PACE to Value: 4.5%
Annual Savings: \$5,206
Lifetime Savings: \$104,123
Improvements: HVAC System, Windows, Lighting

www.pacewi.org

[Home](#) | [About Us](#) | [Property Owners](#) | [Local Governments](#) | [PACE Lenders](#) | [Contractors](#) | [Project Center](#)



PROPERTY OWNERS



LOCAL GOVERNMENT



LENDERS



CONTRACTORS

PACE Wisconsin

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Wisconsin Counties Association

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hochkammer@wicounties.org

Center for Creative Land Recycling

SARAH SIELOFF VIA PHONE

Subcommittee Report: Phase I / PFAS

MARITA STOLLENWERK

PER- AND POLY-FLOURINATED ALKYL SUBSTANCES (PFAs) IN PHASE I ESAs:

AN UPDATE ON DEVELOPING INTERIM SCREENING
PROCEDURES AND BEST PRACTICES

Brownfield Study Group – PFAS Subgroup

- Snejana Karakis, Ramboll
- Nicholas Johnson, Foley & Lardner
- Marita Stollenwerk, TRC
- Kristin Kurzka, Sigma
- Laurie Parsons, Ramboll

PROPOSAL

- Augment the ASTM process by generating supplemental due diligence screening procedures and best practices
- Interim usage until ASTM updates the existing Phase I ESA standard, ASTM E 1527-13
- Primary scope:
 - Assess “state” of practice review – statewide and nationally
 - Consider available reference documents outlining manufacturing activities associated with PFAs, project types, chronology of usage and potential to occur
 - Develop a site evaluation checklist specific to known characteristics, history, manufacture and usage of PFAS at facilities/properties for use during development of Phase I ESAs
 - **Allow for stakeholder involvement and reviews**



WE ARE HERE

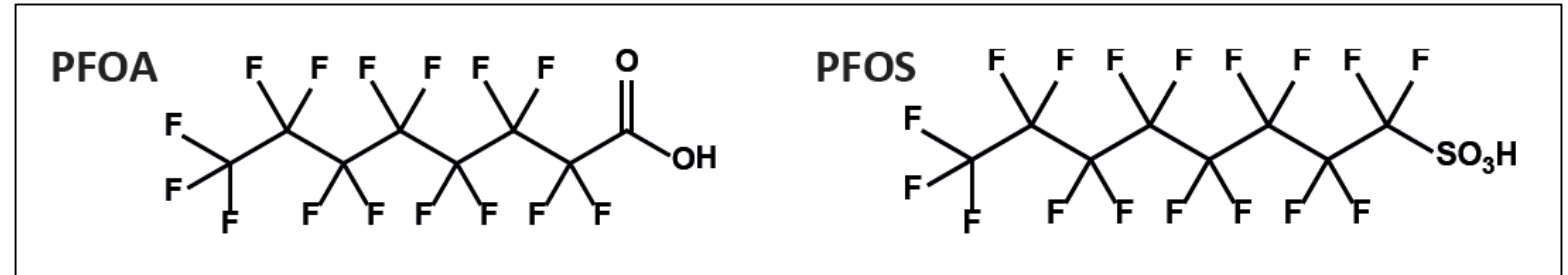
NEXT STEPS

- BSG Feedback
- WDNR Feedback
- General Distribution

Insurance and PFAS

KENN ANDERSON

PFAS – Risk and Insurance Discussion



Presented at:
Wisconsin Department of Natural Resources
(WDNR) Brownfield Study Group

October 10, 2019

Presented by:
Kenneth E. Anderson, ARM
Senior Account Executive and
Former Managing Director – Environmental

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Contents

- Environmental Risk Exposures
- The Pollution Exclusion on Traditional Insurance Policies
- The Environmental Liability Insurance Marketplace
- Emerging Environmental Risks of PFAS
- Insurance Implications

This document is furnished to you as a matter of information for your convenience. It only summarizes certain insurance coverages and is to be used for informational purposes. This document does not reflect all the terms and conditions or exclusions of the insurance policies. Moreover, the information contained in this document reflects proposed coverage as of the effective date(s) of the policy(ies) and does not include subsequent changes. This document is not an insurance policy and does not amend, alter or extend the coverage afforded by the listed proposed policy(ies). The insurance afforded by the listed proposed policy(ies) is subject to all the terms, exclusions and conditions of such policy(ies).

Environmental Risk Exposures



The Pollution Exclusions on Traditional Insurance Policies



Commercial General Liability (CGL) Pollution Exclusion

- Found o
- Longest
- Mean
- “Polluta
- “Polluta
- “...an
- fumes
- recon
- Actual D
- Milk a
- sewa

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

CG 00 01 12 07 © ISO Properties, Inc., 2006

CGL's Pollution Exclusion (continued)

- Comes in 2 Parts
 - (1) Bodily injury (BI) and Property damage (PD) claims to third-parties **and**
 - (2) Costs to investigate, mitigate, neutralize, cleanup
- CGL Pollution “Give-Backs” Inadequate
 - Only addresses Part 1 of the exclusion, **NOT** Part 2
 - Limited to specific perils and often accompanied by time-element restrictions
 - Often reads as; Event beginning and ending within 24 hours, known to the insured within 7 days and reported to the insurer within 21 days of first beginning.

Fixing The Pollution Exclusion



The Environmental Liability Insurance Market

- Major Insurers Providing Environmental Coverage
 - Over 30 total in U.S.
 - Zurich, Axa XL, Ironshore/Liberty, Chubb, Navigators, Allied World Assurance, Beazley, Axis, Arch, AIG
- Competitive Pricing and Terms
 - Schizophrenia exists
- Underwriting Expertise with Environmental Risks
 - Understand the language they speak and use that language
- Premiums are Approximately \$2 Billion Annually
 - About 30% related to property transaction/developments
- Historical and Future Contamination Insurable
- Multi-Year Policies Available

Emerging Risk of PFAS

- PFAS use over the past 60 years
- Resistant to degradation
 - Ubiquitous presence in the environment
- 2011-12 Survey, 97% of Americans have detectable serum PFAS concentrations
 - US National Health and Nutrition Examination Survey
- PFAS Exposures, Linked to
 - Cancer, elevated cholesterol, obesity, immune suppression, endocrine disruption
- Manufacturers in Europe and North America phased-out long-chain PFAS in their production in early 2000s due to health concerns

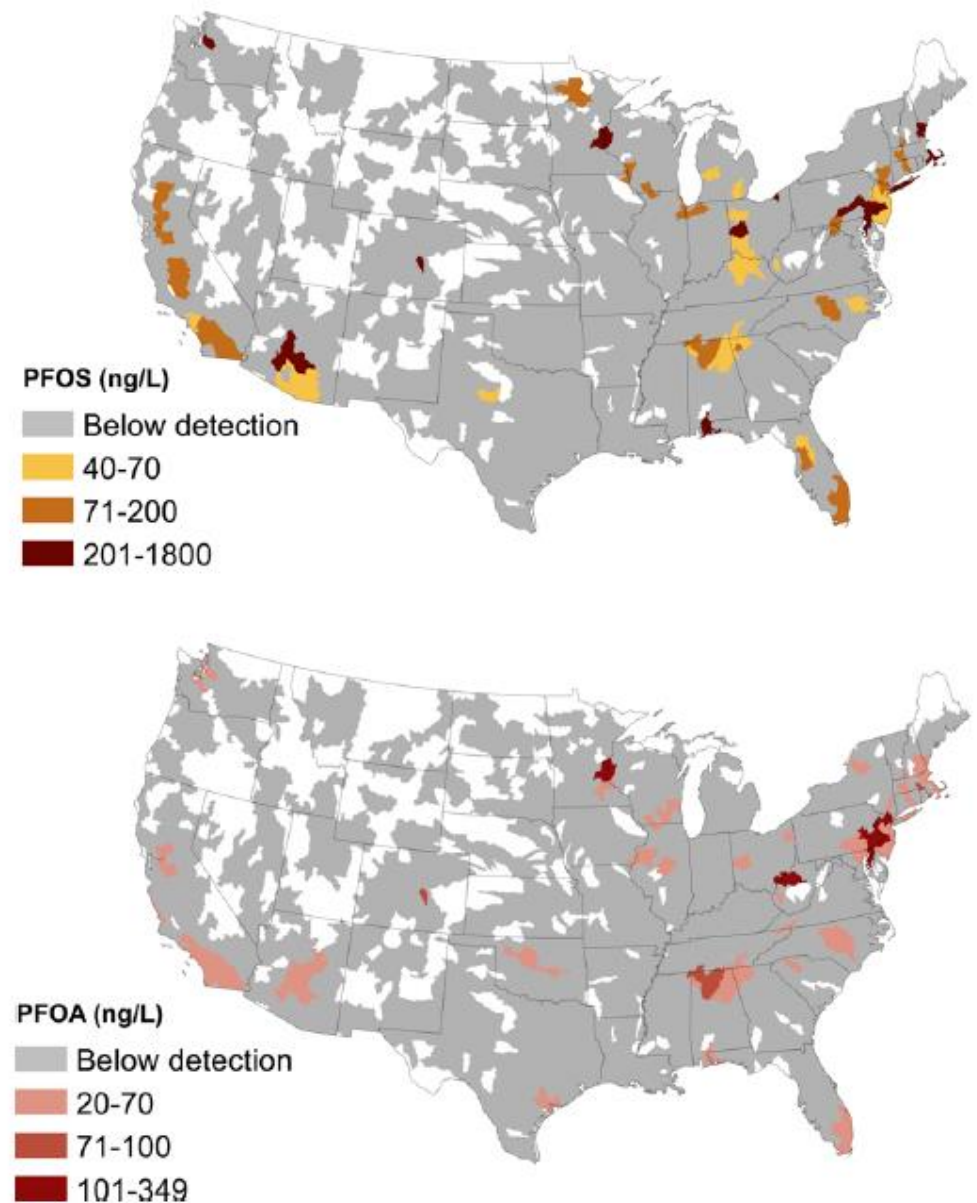


Figure 1. Hydrologic unit codes (eight-digit HUCs) used as a proxy for watersheds with detectable PFOA and PFOS in drinking water measured in the US EPA's UCMR3 program (2013–2015). Blank areas represent regions where no data are available.

Source: Letter published on August 9, 2016 in Environmental Science & Technology Letters, <https://pubs.acs.org/doi/pdf/10.1021/acs.estlett.6b00260>

PFAS Contamination - Harvard Study

- Drinking water contaminated by PFAS
 - Risks to the developmental, immune, metabolic, and endocrine health of consumers.
 - Spatial analysis of 2013–2015 national drinking water PFAS concentrations from the U.S. Environmental Protection Agency's (US EPA) third Unregulated Contaminant Monitoring Rule (UCMR3) program.
 - The number of industrial sites that manufacture or use these compounds, the number of military fire training areas, and the number of wastewater treatment plants are all significant predictors of PFAS detection frequencies and concentrations in public water supplies.
 - Each additional military site within a watershed's eight-digit hydrologic unit is associated with a 20% increase in PFHxS, a 10% increase in both PFHpA and PFOA, and a 35% increase in PFOS
 - Civilian airports with personnel trained in the use of aqueous film-forming foams is significantly associated with the detection of PFASs above the minimal reporting level.
 - We find drinking water supplies for 6 million U.S. residents exceed US EPA's lifetime health advisory (70 ng/L) for PFOS and PFOA. Lower analytical reporting limits and additional sampling of smaller utilities serving

Source: Letter published on August 9, 2016 in Environmental Science & Technology Letters, <https://pubs.acs.org/doi/pdf/10.1021/acs.estlett.6b00260>

PFAS Risks Exposures

- Industrial facilities that manufactured PFAS or used PFAS in their production chain
- Industrial facilities that have older wastewater impoundments or landfills
- Airports, Ports and other locations that use/used foam for fire fighting
- Former Department of Defense sites
- Municipal or industrial landfills
- Sites in areas with PFAS “regional issues.”

NOTE: Currently, there is no ASTM requirement to include PFAS as part of a Phase I. Be sure to consult with your legal counsel, environmental consultant and insurance professional to determine if PFAS due diligence is recommended.



Underwriting Pollution Insurance – What is required?

- Site Pollution Liability Coverage
 - Schedule of locations with occupancy information
 - Description of operations/hazardous materials
 - Environmental management protocols
 - Any available environmental reports, Phase I/Phase II or equivalent
 - Claims/litigation history
 - Draft copy of PSA, including any indemnities, if available
- What happens if PFAS is suspected or known?
 - For some insurers, any detection is a deal killer. Full exclusion for PFAS.
 - Other insurers will underwrite based on the current local regulatory environment and accepted local thresholds and health advisories – some coverage available.
 - Is there a responsible party already on the hook? Underwriters can craft coverage around agreements/indemnities in place.
 - Historical insurance archeology – Commercial general liability insurance without a pollution exclusion (pre-1985) may be a viable solution for industrial targets/responsible parties.

Environmental Insurance Market – PFAS Summary

- No standard PFAS exclusion for site pollution policies for redevelopment.
 - Insurers will underwrite to the risk
- Restrictions on products pollution liability for combined general liability/pollution policies.
 - Products pollution liability may be excluded for certain classes of industry or moved to a claims-made versus occurrence trigger
- PFAS restrictions or exclusions at environmental insurance renewal for some operations
 - Airports, landfills, public entities, certain manufacturing operations
- General liability policies likely to exclude PFAS by endorsement in addition to policy's pollution exclusion
 - Similar to asbestos, silica and mold exclusion endorsements

PFAS – Insurance Implications

- Is PFAS the new asbestos?
- General and Excess Liability Insurance
 - Excluded currently
 - Pre-1972?
- Environmental Liability Insurance
 - Previously not excluded
 - Increasing underwriting scrutiny
 - Coverage is available
- Historical Liability Coverage
 - Rescissions included in asbestos, environmental, product and other claim settlements



Environmental Risks Cannot Be Ignored



“We have no meaningful environmental risk exposures”

- *Corporate Risk Manager in 2010, six months prior to a multimillion dollar, uninsured environmental liability lawsuit*
- *\$0.24/share*

Thank You



Kenneth E. Anderson, ARM
Senior Account Executive and
Former Managing Director – Environmental

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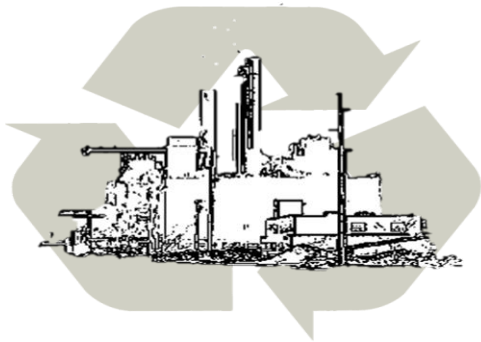
Subcommittee Report: VPLE

JENNIFER BUZECKY

VPLE REPORT

VPLE Subcommittee

October 10, 2019



WISCONSIN
BROWNFIELDS STUDY GROUP

Meetings to Date

- Insurance in era of emerging contaminants
- Why VPLE used/not used
- Areas of uncertainty

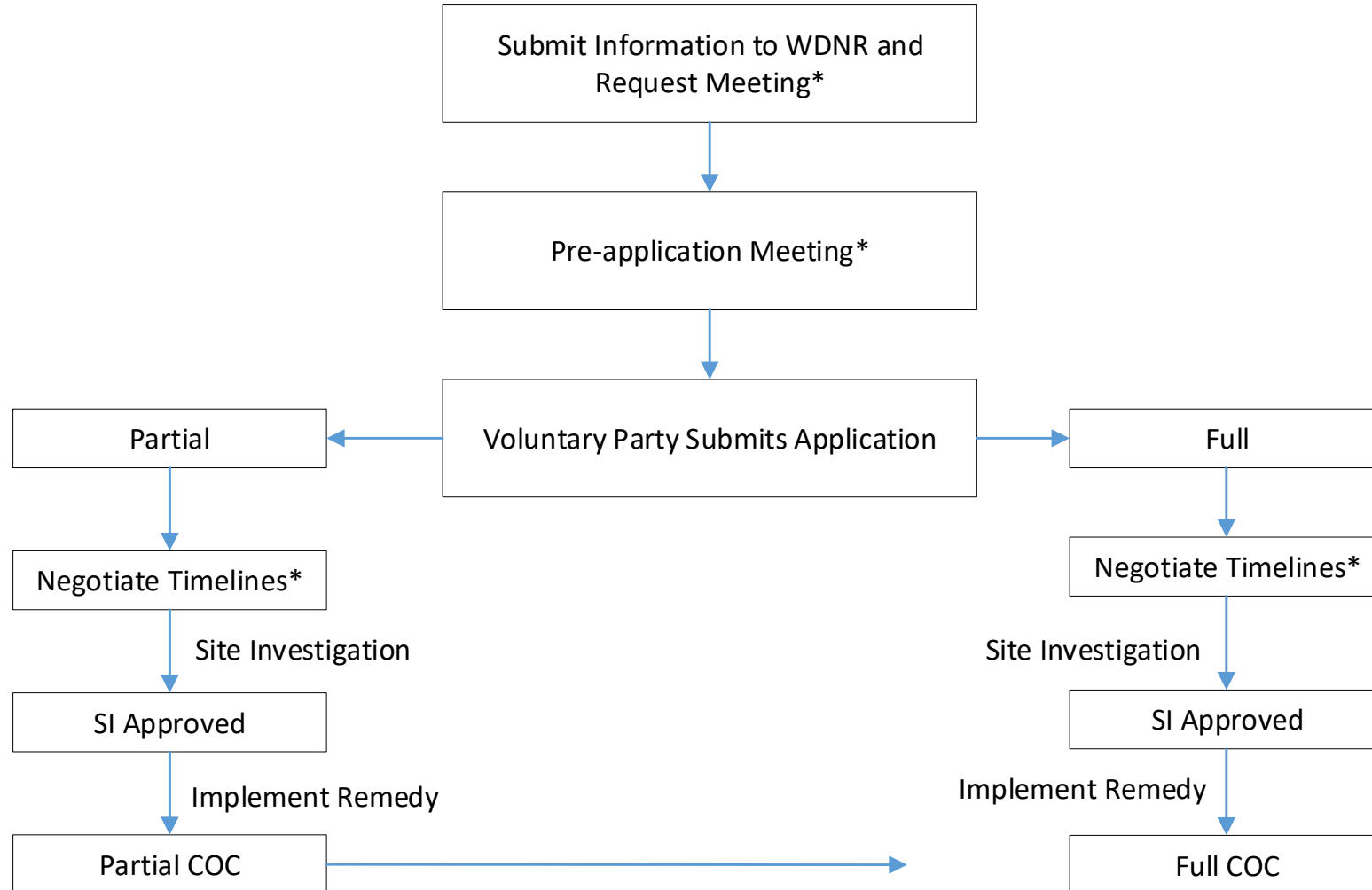
Proposals to Address Uncertainty/Risk

- Option 1 – cover emerging contaminants with insurance
- Option 2 – liability exemption for substances specifically listed on state list
- Other options

Context to Evaluate Options

- Temporary gap – emerging contaminants
 - Information/site investigation
 - Tools – existing/new
 - How to close a site
- Policies/factors to consider
 - Encourage investigation/sampling
 - Value of site investigation and impact upon insurance
 - Address concerns of timing
 - Encourage brownfields development
 - Executive order

Subcommittee - Option on VPLE



Basic Elements of Option

- Submit Information/site investigation – site and development
 - Phase I
 - Site screen
 - Chain of title
 - Any other relevant information WDNR includes on checklist
- Mandatory pre-application meeting – modeled on waterway wetland program
 - Scope of SI
 - State of science on emerging contaminants
 - Timelines/deliverables
 - Site-Specific Cleanup standards
 - Expedited review

Basic Elements of Option

- Voluntary party submits application
- Choice of Full/Partial COC
 - Negotiated agreement authority
 - Contain site-specific cleanup standards
 - Third parties can assume continuing obligations if execute COC
- Additional fees
 - Expedited review
 - Site-specific cleanup standards
 - Timelines
 - Other menu of fees

Site-Specific Cleanup Standards

- Cleanup to the “extent practicable”
- All Media
- Aggregate similar hazardous substances
- No generally applicable standard or in place of (e.g., no ES for groundwater) – performance or numeric
- Allow performance in place of numeric
- Supported by best scientific evidence, protective of health and environment, consideration of development, final use and any continuing obligations or other requirements, limits or conditions
- Cannot be superseded by future state standards

Full COC

- All releases prior to date of approved SI
- Current statutory exemptions (remedy failure, changed standards, more contamination)
- Insurance – present scope, potential difference in deductible or premium structure?

Partial COC

- Address “temporary gap” emerging contaminants
 - Chose not to test/protectiveness of remedy unknown
 - Releases of contaminants listed in COC
 - Current statutory exemptions
 - Insurance limited to listed substances
 - How to address risks of emerging contaminants or contaminants without standards that are not included
 - Path to Full COC

Using Existing Tools/New Application of Tools

Pre-application meeting, expedited review, site-specific standards, negotiated agreement, insurance, WDNR scoping/review (value of SI)

- Encourage sampling for emerging contaminants (value of WDNR site investigation in VPLE)
- Provide closure if human health and environment risks addressed
- Availability of insurance
- Timing/process
- Municipal concerns
- Time between approval of SI and issuance of COC

More Work

- Quick fix legislation?
- Negotiated agreement
 - Different terms for Full COC versus Partial COC?
 - Existing rules and how to utilize in this context
- How to convert Partial COC to Full COC
- Scope of Site Investigation – VPLE v. NR 700
- Site-Specific Cleanup Standards
 - Avoid conflicts with Wis. Admin. Code ch. NR 700
 - Groundwater without ES/insurance coverage

Additional Considerations

- Off-site exemption provisions in VPLE and Wis. Stat. 292.13
- Additional insurance issues associated with emerging contaminants

Oshkosh Redevelopment

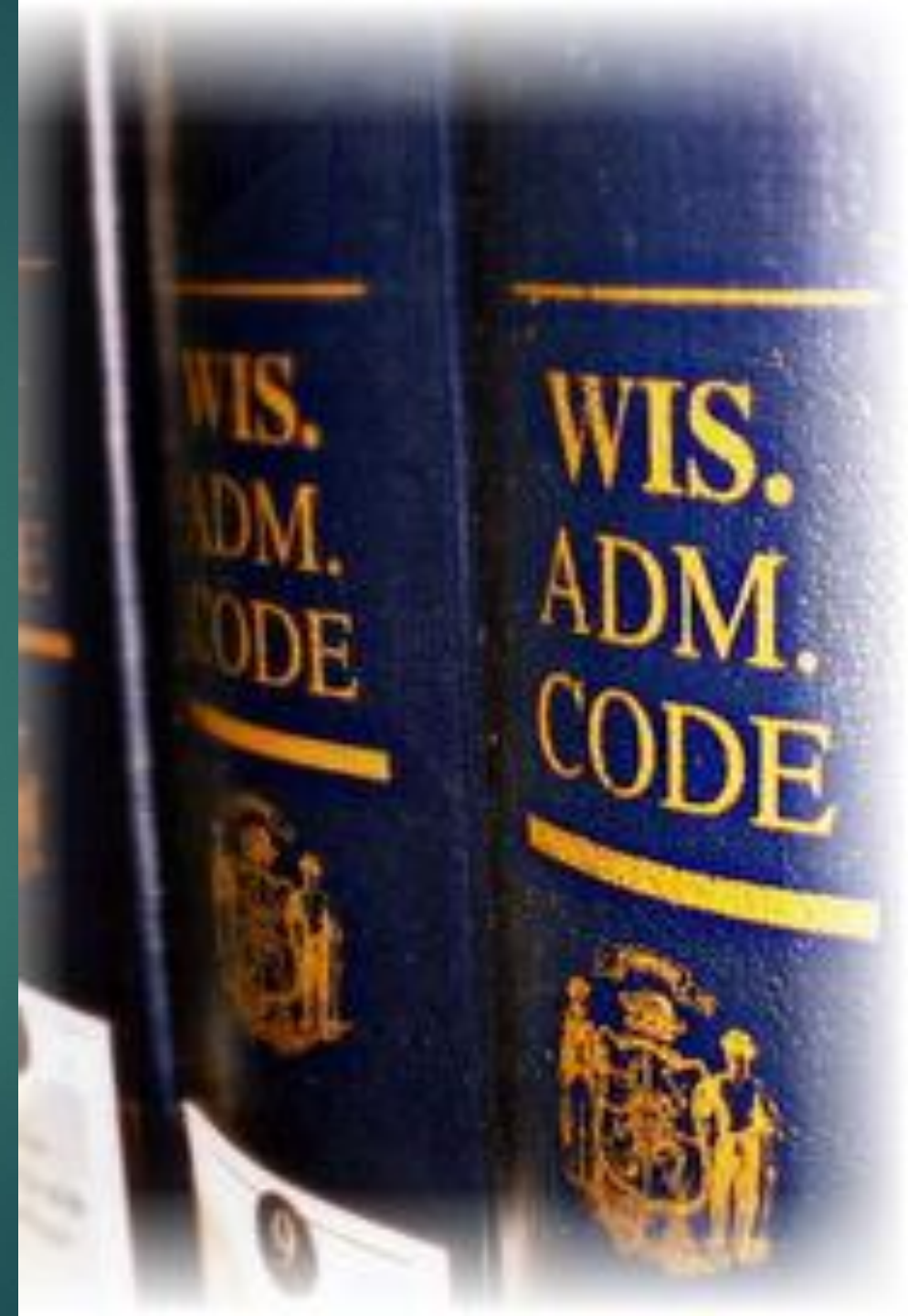
KELLY NIEFORTH



Riverwalk Walking Tour & Lunch

NR 700 Rule Changes Update

MOLLY SCHMIDT



NR 700 Rule Changes Update

- CURRENT PHASE: RULE DEVELOPMENT

1. Scope
statements

2. Rule
development

3. Economic
impact
comments

4. Public
hearings

5. Rule
adopted by
Governor

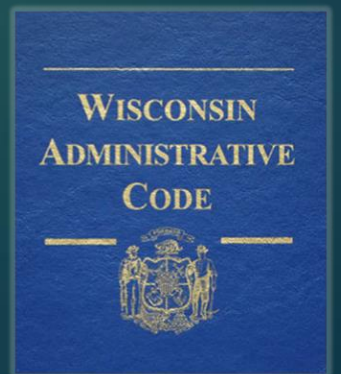
6. Legislative
review

NR 700 Rule Changes Update

- TOPICS:
 - Act 204
 - Act 70
 - Clarifications & updates needed since 2013

NR 700 Rule Changes Update

- INPUT:
 - dnr.wi.gov/topic/Brownfields/RuleChanges.html
(Google “NR700 rule changes”)
 - DNRRNR700input@wisconsin.gov
 - Next Meeting: Nov. 6, 2019





EPA Superfund Task Force & OZ Reports

JON GROSSHANS

WDNR PFAS Strategy

JUDY FASSBENDER

Standards for Selecting Remedial Actions (Ch. NR 722 Wis. Adm. Code)

JUDY FASSBENDER

EDGE / Act 70 Update

MICHAEL PRAGER

EDGE



- Economic Development and Green Environment (EDGE)
- Enacted in 2017 Act 70 – Recommended by BSG
- Encourage new manufacturing development on brownfields sites

EDGE

- VPLE
- Green Tier - implementation of an Environmental Management System
- Air Permit - Registration Operation Permit (ROP)
 - 10 year exemption from implementing any new air controls
 - Potential for the **NEW** ROP Type G

EDGE

- Metrics team has determined metrics that we will collect for use in the 2022 legislative report
- Communications team working with DNR staff to determine communication plan to get the word out
- Letter to WEDC has been sent by DNR to form a partnership on EDGE
- **Program is open for business**
- More Information on EDGE Webpage:
<https://dnr.wi.gov/topic/GreenTier/EDGE/>

Environmental Repair (292.31 Wis. Stats.)

JUDY FASSBENDER

Act 369 / Guidance Update

JENNA SOYER / JODIE PEOTTER

- Dept. process developed
- Initial round “certified”
- Proposed guidance for comment [here](#)
- Final guidance posted [here](#) and continuously available for comment
- All guidance can still be found on RR’s website

BSG Standing Items

- WMC – LANE RUHLAND
- WEDC – JON BARTZ
- BSG MEMBERSHIP & STRUCTURE
- NEXT MEETING

Confirm Assignments & Wrap-up

MARK THIMKE & DAVE MISKY