

**ENVIRONMENTAL COMPLIANCE AUDIT AGREEMENT
BY AND BETWEEN
THE WISCONSIN ASSOCIATION OF INDEPENDENT
COLLEGES AND UNIVERSITIES, PARTICIPATING INSTITUTIONS
AND
THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES**

WHEREAS, environmental auditing plays a critical role in protecting human health and the environment by identifying, correcting, and ultimately preventing violations of environmental regulations; and

WHEREAS, the Wisconsin Association of Independent Colleges and Universities ("WAICU") and individual WAICU member colleges and universities (the "Participating Institutions") have entered into an agreement with the United States Environmental Protection Agency ("EPA") Region 5 to perform a self-audit program for compliance with EPA regulations, and to disclose and correct identified violations (the "Audit Program") under the terms of the EPA Audit Policy ("Audit Policy Agreement"); and

WHEREAS, the Wisconsin Department of Natural Resources ("WDNR") administers the *Environmental Improvement Program*, set forth in Wis. Stat. §299.85, which provides incentives to conduct environmental compliance audits under the provisions of Wisconsin law and which is similar to the EPA Audit Policy; and

WHEREAS, WAICU and the Participating Institutions wish to obtain the benefits of the *Environmental Improvement Program* and environmental compliance audits for the Participating Institutions through the conduct of audits for compliance with the state laws and regulations that implement or are counterparts to the federal regulatory programs included in the Audit Policy Agreement; and

WHEREAS, doing so will benefit WAICU and the Participating Institutions by enabling them to maximize the effectiveness of the Audit Program by extending it to cover state laws and regulations in addition to federal laws and regulations; and

WHEREAS, WDNR wishes to encourage the conduct of environmental compliance audits under Wis. Stat. §299.85 and its general authority in Wis. Stats. Chapters 29 to 31, 160 and 280 to 299; and

WHEREAS, doing so will benefit the WDNR by allowing WDNR to more efficiently utilize its resources in obtaining regulatory compliance within its jurisdiction; and

WHEREAS, the Audit Policy Agreement is attached as Exhibit 1 and incorporated by reference; and

WHEREAS, WAICU, the Participating Institutions and WDNR agree that the most efficient way to accomplish their mutual goal is to execute this Environmental Compliance Audit Agreement under state law as a companion agreement to the Audit Policy Agreement; and

WHEREAS, WDNR has authority to enter into this Environmental Compliance Audit Agreement under the provisions of Wis. Stat. §299.85 and as an exercise of its

regulatory and enforcement discretion under the relevant provisions of Wis. Stat. Chapters 29 to 31, 160 and 280 to 299; and

WHEREAS, WAICU and the Participating Institutions have authority to enter into this Environmental Compliance Audit Agreement under the provisions of their enabling legislation and charters, and WAICU has authority to sign this Agreement on behalf of itself and the member Participating Institutions;

NOW, THEREFORE, WAICU, the Participating Institutions and WDNR hereby agree as follows:

I. **DEFINITIONS**

- A. **Audit** means the environmental compliance audit conducted at the Participating Institution by a team of Peer Auditors under the terms of the Audit Policy and Wis. Stat. §299.85 *Environmental Improvement Program*.
- B. **Audit Policy** means the EPA "Incentives for Self-Policing: Discovery, Disclosure, Correction, and Prevention of Violations" set forth at 65 Fed. Reg. 19618 (April 11, 2000).
- C. **Audit Program** means the arrangement by which the Participating Institutions cooperate and pool their resources to facilitate completion of Audits using Peer Auditors.
- D. **Corrective Action** means the action taken by the Participating Institution to correct a violation identified in the Audit.
- E. **Disclosure Report** means the written report submitted by the Participating Institution to EPA and WDNR which discloses violations discovered during the Audit and which includes an analysis of whether and how the disclosure meets the criteria of the Audit Policy and the *Environmental Improvement Program*, and the Corrective Action the Participating Institution has taken or intends to take to remedy each violation. For purposes of Wis. Stat. §299.85(4) the Disclosure Report is the "environmental compliance audit report."
- F. **Effective Date** means the date on which this Environmental Compliance Audit Agreement is signed by the Secretary, Wisconsin Department of Natural Resources.
- G. **Environmental Improvement Program** means the provisions of Wis. Stat. §299.85.
- H. **Final Audit Report** means the written report submitted to the Participating Institution that identifies violations discovered during the Audit.
- I. **Final Compliance Report** means the written report submitted by the Participating Institution to EPA and WDNR which notifies EPA and WDNR of the completion of Corrective Actions taken, the date of completion, the actions taken to prevent recurrence, a description of the cost of compliance, and any other

information necessary to demonstrate that the disclosure and Corrective Action conform to the Audit Policy and the *Environmental Improvement Program*.

- J. **Participating Institution** means a college or university that is a member of WAICU and that has elected to participate in the Audit Program, the Audit Policy Agreement, and this Environmental Compliance Audit Agreement.
- K. **Peer Auditor** means an individual from a Participating Institution trained for purposes of the Audit Program to conduct an Audit at another Participating Institution.
- L. **Responsible Official** means a person who is authorized to bind a Participating Institution.

II. **TERMS**

A. **Participation:**

1. As of the Effective Date of this Agreement, each Participating Institution under the Audit Policy Agreement is deemed eligible to conduct an environmental compliance audit under Wis. Stat. §299.85(2). If at some time prior to submitting its Disclosure Report a Participating Institution might otherwise become ineligible because it is unable to satisfy the provisions of Wis. Stat. §299.85(2)(f), WDNR will exercise its enforcement discretion to work with the Participating Institution to maintain, where possible, the Participating Institution's eligibility to participate in, fulfill the obligations of, and receive the benefits of this Agreement. The Participating Institutions under the Audit Policy Agreement are listed on Appendix A to that Agreement.

2. An Audit conducted at a Participating Institution under the Audit Policy Agreement is deemed to be an Environmental Compliance Audit conducted under the Wis. Stat. §299.85 *Environmental Improvement Program* and applicable state laws and regulations.

3. A violation discovered and disclosed by a Participating Institution during the term of this Environmental Compliance Audit Agreement will be deemed to have been discovered and disclosed during the Audit of the Participating Institution.

B. **Schedule:** The Audits at each of the Participating Institutions will be conducted on the schedule set forth on Appendix B to the Audit Policy Agreement.

C. **Notification and Acknowledgement:**

1. To fulfill the requirements of Wis. Stat. §§299.85(2)(b) and (bm), each Participating Institution listed on Appendix A to the Audit Policy Agreement (Exhibit 1) has provided a written statement, signed by an official with responsibility for environmental compliance, that notifies WDNR of its intent to conduct an Audit and acknowledges that the deferred civil enforcement provisions of Wis. Stat. §299.85(7)(a) do not apply to violations discovered by the Participating Institution before the beginning of the Audit. These written statements are attached at Exhibit 2.

2. If a Participating Institution is added to Appendix A of the Audit Policy Agreement, that Participating Institution will provide written notice to WDNR to satisfy Wis. Stat. §299.85(2)(b) and (bm) in a form similar to those at Exhibit 2. The terms of this Environmental Compliance Audit Agreement will not apply to that Participating Institution until WDNR has received such written notice.

3. If the conduct of the Audit at a Participating Institution will not be completed in time for the Disclosure Report to be submitted to WDNR within 365 days of the Effective Date of this Environmental Compliance Audit Agreement, the Participating Institution will give renewed written notice to WDNR no fewer than 30 days prior to the date the Audit will be conducted at that Participating Institution.

D. Scope of Audit:

1. The facilities and documents to be audited at the Participating Institutions are set forth in Appendices C and D to the Audit Policy Agreement.

2. Each Audit will include compliance with the state laws and regulations under WDNR's jurisdiction that implement or are counterparts to the federal regulatory programs listed in the Audit Policy Agreement. The applicable state statutes and administrative rules under WDNR's jurisdiction are listed below:

- a. Clean Air Act: Wis. Stat. Ch. 285 and Wis. Admin. Code NR 400 series.
- b. Clean Water Act: Wis. Stat. Chs. 281 and 283 and Wis. Admin. Code NR 200 series.
- c. Safe Drinking Water Act: Wis. Stat. Chs. 160, 280 and 281 and Wis. Admin. Code NR 140 and NR 800 series.
- d. Federal Insecticide, Fungicide and Rodenticide Act: not applicable; not within DNR's jurisdiction.
- e. Resource Conservation and Recovery Act: Wis. Stat. Chs. 289 and 291 and Wis. Admin. Code NR 500 and NR 600 series
- f. Comprehensive Environmental Response, Compensation, and Liability Act, Emergency Planning, and Community Right-to-Know Act: Wis. Stat. Chs. 291 and 292 and Wis. Admin. Code NR 600 and NR 700 series.
- g. Toxic Substances Control Act: Wis. Stat. §299.45 and Wis. Admin. Code Ch. NR 157.

E. Submittal of Audit Report:

1. To fulfill the requirement of Wis. Stat. §299.85(4) for submittal of an "environmental compliance audit report", a Participating Institution will submit to WDNR a copy of the Disclosure Report it submits to EPA under the Audit Policy Agreement.

2. The Participating Institution will submit the Disclosure Report to WDNR within 45 days of the Participating Institution's receipt of the Final Audit Report.

3. Upon receipt of a Disclosure Report, WDNR will review the Report, determine the violations which occurred, and identify the violations, if any, that do not come within the provisions of Wis. Stat. §299.85. WDNR will send the Participating Institution a letter that acknowledges receipt of the Disclosure Report, identifies the WDNR staff to whom it will be distributed for review, and advises whether any of the disclosed violations do not come within the provisions of Wis. Stat. §299.85.

F. Deferral and Waiver of Civil Enforcement:

1. As provided in Wis. Stat. §299.85(7), on behalf of the State of Wisconsin WDNR will defer civil enforcement on disclosed violations for at least 90 days after receipt of the Disclosure Report, or for the period of an approved compliance schedule, to enable the Participating Institution to complete the Corrective Actions.

2. Following completion of the Corrective Actions by a Participating Institution, on behalf of the State of Wisconsin WDNR will waive civil enforcement and the collection of any civil penalties for disclosed and corrected violations. WDNR will provide written confirmation of this determination to the Participating Institution.

3. Notwithstanding the provisions of Section F. 1. and 2. immediately above, if a Participating Institution discloses a violation that fits within the provisions of Wis. Stat. §299.85(7)(a)(3) or one or more of the provisions of Wis. Stat. §299.85(7)(b)1-6, WDNR may, but is not required to, exercise its discretion to initiate a civil enforcement action with respect to that violation under the provisions of Wis. Stat. §299.85(7)(b). Prior to initiating a civil enforcement action, WDNR will provide written notice to the Participating Institution and the opportunity to provide additional information for WDNR's consideration.

4. If a Disclosure Report discloses a potential criminal violation, WDNR will consult with the Wisconsin Department of Justice (WDOJ) and apply the considerations identified in Wis. Stat. §299.85(8) in determining whether to pursue a criminal enforcement action or to seek a criminal penalty on behalf of the State of Wisconsin. Prior to initiation of a criminal enforcement action, WDNR and WDOJ will provide written notice to the Participating Institution and the opportunity to provide additional information for the State's consideration.

III. MISCELLANEOUS

A. Designation of Responsible Officials and Contact Persons:

1. Each Participating Institution designates the individual identified on Appendix A to the Audit Policy Agreement as its Responsible Official for purposes of submittal of the Disclosure Report and Final Compliance Report.

2. The Participating Institutions designate the following individuals as their contact persons to receive all communications from WDNR concerning this Agreement:

Linda H. Bochert, Esq.
Michael Best & Friedrich LLP
One South Pinckney Street, Suite 700
P.O. Box 1806
Madison, WI 53701-1806
(608) 283-2271 (t)
(608) 283-2275 (f)
lhbochert@michaelbest.com

and/or

Victoria Justus
Turning Bird Consulting, Ltd.
39 South Duke Street
York, PA 17401
(717) 851-0614 (t)
(717) 851-0180 (f)
victoria@turningbirdconsulting.com

3. WDNR designates the following individual as its contact person for purposes of this Agreement:

Kim McCutcheon
Cooperative Environmental Assistance Program
Wisconsin Department of Natural Resources
South Central Regional Headquarters
3911 Fish Hatchery Road
Fitchburg, WI 53711
(608) 275-3207 (t)
(608) 273-5610 (f)
Kim.McCutcheon@wisconsin.gov

4. The parties may re-designate their contact persons and Responsible Officials in writing at any time.
- B. Compliance with Laws and Regulations: Neither the existence of this Agreement nor compliance with this Agreement relieves the Participating Institution of the obligation of continued compliance with the regulations covered by this Agreement, and all other federal, state and local laws and regulations.
- C. Reservation of Rights: WDNR reserves its rights to proceed against a Participating Institution for violations outside the scope of the Audit and violations within the scope of the Audit that are not timely disclosed or timely corrected. WDNR reserves the right to commence an action against any person, including a Participating Institution, in response to any condition which WDNR determines may present an imminent and substantial endangerment to the public health, public welfare, or the environment. This Agreement is not intended, and shall not be construed, to resolve any claim for criminal sanctions now pending or sought in the future, and shall not limit the right of the State of Wisconsin to pursue criminal sanctions for violation of law.

- D. Authority of WAICU to Sign on Behalf of and to Bind Its Members: WAICU represents that it has the authority to sign this Environmental Compliance Audit Agreement on behalf of and to bind each of the Participating Institutions listed on Appendix A to the Audit Policy Agreement and any that may subsequently be added to Appendix A.
- E. Modification: This Environmental Compliance Audit Agreement may be modified by a writing signed by the parties.

IV. EXHIBITS

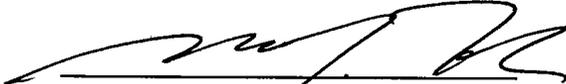
Exhibit 1: *Audit Policy Agreement By and Between the Wisconsin Association of Independent Colleges and Universities, Participating Institutions, and the United States Environmental Protection Agency, Region 5*, including Appendices A-F:

- Appendix A: List of Participating Institutions and Responsible Officials
Appendix B: Schedule for Conduct of Audits
Appendix C: Facilities to be Audited
Appendix D: Documents to be Audited
Appendix E: Disclosure Report Template
Appendix F: Final Compliance Report Template: Table of Contents

Exhibit 2: Written statements provided by each Participating Institution to fulfill Wis. Stat. §299.85(2)(b) and (bm)

WE, THE UNDERSIGNED, HEREBY AGREE ON BEHALF OF WDNR, WAICU AND THE PARTICIPATING INSTITUTIONS TO BE BOUND BY THIS AGREEMENT:

The Wisconsin Department of Natural Resources


DATE: July 22, 2008

MATTHEW FRANK
Secretary
Wisconsin Department of Natural Resources
101 South Webster Street
Madison, Wisconsin 53703

The Wisconsin Association of Independent Colleges and Universities for itself and each of its member Participating Institutions


DATE: 5.8.08

ROLF WEGENKE, Ph.D.
President
Wisconsin Association of Independent Colleges and Universities
122 West Washington Avenue
Madison, Wisconsin 53703

EXHIBIT 1

Audit Policy Agreement By and Between the Wisconsin Association of
Independent Colleges and Universities, Participating Institutions,
and the United States Environmental Protection Agency, Region 5

**AUDIT POLICY AGREEMENT
BY AND BETWEEN
THE WISCONSIN ASSOCIATION OF INDEPENDENT
COLLEGES AND UNIVERSITIES, PARTICIPATING INSTITUTIONS
AND
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION 5**

WHEREAS environmental auditing plays a critical role in protecting human health and the environment by identifying, correcting, and ultimately preventing violations of environmental regulations; and

WHEREAS the Wisconsin Association of Independent Colleges and Universities ("WAICU") wishes to facilitate its members' ability to obtain the benefits of the United States Environmental Protection Agency ("EPA") Audit Policy; and

WHEREAS to obtain the benefits of the Audit Policy, individual WAICU member colleges and universities (the "Participating Institutions") wish to perform a self-audit program for compliance with the regulations promulgated or authorized by EPA set forth in Section III below, to disclose violations found to EPA, and to correct said violations (the "Audit Program"); and

WHEREAS performance of the Audit Program by the Participating Institutions will implement the purpose of the Audit Policy to enhance the protection of human health and the environment by encouraging regulated entities to voluntarily discover, disclose, correct and prevent violations of Federal environmental law; and

WHEREAS performance of the Audit Program by the Participating Institutions will benefit EPA by allowing EPA to more efficiently use its resources in obtaining regulatory compliance within its jurisdiction; and

WHEREAS to obtain the benefits of the performance of the Audit Program by the Participating Institutions, EPA is willing to enter into this Audit Policy Agreement with WAICU on behalf of itself and its member Participating Institutions providing for implementation of the Audit Program (the "Agreement");

NOW THEREFORE, WAICU, the Participating Institutions and EPA agree as follows with the understanding that this Agreement is governed by the terms of the Audit Policy, except to the extent that those terms are explicitly modified below:

I. DEFINITIONS

- A. **Audit** means the environmental compliance audit conducted at the Participating Institution by a team of Peer Auditors under the terms of the Audit Policy and covering the regulatory programs listed in Section III of this Agreement ("Scope of the Audit").

- B. **Audit Policy** means "Incentives for Self-Policing: Discovery, Disclosure, Correction, and Prevention of Violations" published at 65 Fed. Reg. 19618 (April 11, 2000).
- C. **Audit Program** means the arrangement by which the Participating Institutions cooperate and pool their resources to facilitate completion of Audits using Peer Auditors.
- D. **Corrective Action** means the action taken by the Participating Institution to correct a violation identified in the Audit.
- E. **Disclosure Report** means the written report submitted by the Participating Institution to EPA which discloses violations discovered prior to and during the Audit and which includes an analysis of whether and how the disclosure meets the criteria of the Audit Policy, and the Corrective Action the Participating Institution has taken or intends to take to remedy each violation.
- F. **Effective Date** means the date this Agreement is signed by the Regional Administrator, U.S. Environmental Protection Agency, Region 5.
- G. **Final Audit Report** means the written report submitted to the Participating Institution that identifies violations discovered during the Audit.
- H. **Final Compliance Report** means the written report submitted by the Participating Institution to EPA which notifies EPA of the completion of Corrective Actions taken, the date of completion, the actions taken to prevent recurrence, a description of the cost of compliance, and any other information necessary to demonstrate that the disclosure and Corrective Action conform to the Audit Policy.
- I. **Final Determination** means the written communication from EPA to the Participating Institution informing the Participating Institution of EPA's final determination of the disposition of the violations addressed in the Disclosure Report and the Final Compliance Report. The form of the communication may include but is not limited to a Notice of Determination or a Consent Agreement and Final Order.
- J. **Participating Institution** means a college or university that is a member of WAICU and that has elected to participate in the Audit Program and this Agreement.
- K. **Peer Auditor** means an individual from a Participating Institution trained for purposes of the Audit Program to conduct an Audit at another Participating Institution.
- L. **Responsible Official** means a person who is authorized to bind a Participating Institution.

II. SCHEDULE

- A. Turning Bird Consulting, Ltd. has been retained by WAICU as its consultant. Within thirty (30) days of the Effective Date of this Agreement, WAICU's consultant will complete a set of electronic audit templates specific to colleges and universities that parallel the EPA Audit Protocols published at <http://www.epa.gov/Compliance/incentives/auditing/protocol.html>.
- B. On or before August 1, 2008, WAICU and its consultant will begin to train suitable personnel from the Participating Institutions as Peer Auditors to perform audits in each of the regulatory programs identified in Section III below. No Peer Auditor will audit the college or university (i.e., Participating Institution) by which he or she is employed. Audits will be conducted under the supervision of Turning Bird Consulting, Ltd. or another professional auditor and consultant experienced in conducting college and university environmental compliance audits and acceptable to EPA.
- C. Audits will be conducted on the timetable set forth in Appendix B.
- D. Participating Institutions will complete the Audits and submit Disclosure Reports and Final Compliance Reports to EPA Region 5, in accordance with the Audit Policy and this Agreement, according to the schedule set forth in Appendix B.

III. SCOPE OF THE AUDIT

- A. Each Participating Institution will conduct an Audit of its campus and facilities, including any associated off-site facilities. Appendix A lists each of the Participating Institutions that are covered by this Agreement, as of the date of its execution. The parties may add additional Participating Institutions to this Agreement. To obtain the benefits associated with the performance of the Audit Program and the benefits of this Agreement, each additional Participating Institution must, no later than August 1, 2008, notify EPA in writing of its intent to participate. WAICU may provide this notice and information on behalf of any additional Participating Institution. If there are additional Participating Institutions, WAICU will provide EPA with a revised schedule for completion of the Audit Program by August 15, 2008. The revised schedule will not increase the number of audits in any given semester, unless EPA agrees otherwise. The revised schedule will supersede Appendix B of this Agreement.
- B. Each Participating Institution will audit compliance with the following federal regulatory programs:
 - 1. Clean Air Act: Standards of Performance for New Stationary Sources (40 C.F.R. Part 60); National Emission Standards for Hazardous Air Pollutants (40 C.F.R. Part 61); National Emission Standards for Hazardous Air Pollutants for Source Categories (40 C.F.R. Part 63); Chemical Accident Prevention Provisions (40 C.F.R. Part 68); Title V Permits (40 C.F.R. Parts 70, 71); Protection of Stratospheric Ozone (40 C.F.R. Part 82); Applicable

State Implementation Plans (SIPs), including New Source Review Regulations (40 C.F.R. Part 52; 40 C.F.R. § 51.160 et seq.).

2. Clean Water Act: Spill Prevention, Control, and Countermeasures (40 C.F.R. Part 112); The National Pollutant Discharge Elimination System Permits, including storm water management (40 C.F.R. Part 122); General Pretreatment Regulations (40 C.F.R. Part 403).
 3. Safe Drinking Water Act: National Primary and Secondary Drinking Water Regulations (40 C.F.R. Parts 141 and 143).
 4. Federal Insecticide, Fungicide and Rodenticide Act: Good Laboratory Practice Standards (40 C.F.R. Part 160); Worker Protection Standard (40 C.F.R. Part 170); Experimental Use Permits (40 C.F.R. Part 172); FIFRA 12(a)(2)(G), 7 U.S.C. § 136j(a)(2)(G).
 5. Resource Conservation and Recovery Act: Hazardous Waste Management System, Used Oil Handling, Underground Storage Tanks (40 C.F.R. Parts 260-266, 268, 273, 279, 280).
 6. Comprehensive Environmental Response, Compensation, and Liability Act, Emergency Planning, and Community Right-to-Know Act: Designation, Reportable Quantities, and Notification (40 C.F.R. Part 302); Emergency Planning and Notification (40 C.F.R. Part 355); Hazardous Chemical Reporting: Community Right-to-Know (40 C.F.R. Part 370).
 7. Toxic Substances Control Act: Pre-manufacture Notification (40 C.F.R. Part 720.36); Lead-Based Paint Poisoning Prevention in Certain Residential Structures (40 C.F.R. Part 745); Polychlorinated Biphenyls ("PCBs") Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions (40 C.F.R. Part 761); Asbestos (40 C.F.R. Part 763); Good Laboratory Practice Standards (40 C.F.R. Part 792).
- C. The facilities and documents to be audited at the Participating Institutions are set forth in Appendices C and D. The benefits of this Agreement shall extend only to those facilities within the Participating Institutions that are audited.

IV. DISCLOSURE REPORT

- A. Each Participating Institution will disclose to EPA violations discovered during the Audit.
- B. This disclosure will be made in a written Disclosure Report submitted to EPA within twenty-one (21) days of the Participating Institution's receipt of the Final Audit Report. The Disclosure Report will be in a format consistent with the template set forth in Appendix E.

- C. Each written Disclosure Report will contain an analysis of whether and how the disclosure meets the criteria of the Audit Policy.
- D. A Participating Institution will provide any additional information requested by EPA to process the Disclosure Report under the Audit Policy within the time frame identified by EPA in its request for information.

V. CORRECTIVE ACTION

- A. The Participating Institution will correct the violations discussed in the Disclosure Report, and take steps necessary to prevent the recurrence of such violations.
- B. Whenever possible, the Participating Institution will correct the violations within sixty (60) days of the Participating Institution's receipt of the Final Audit Report. In those instances in which a Participating Institution is unable to correct a violation within the sixty (60) day time frame, it will request an extension of time from EPA in writing and provide an abatement schedule, accompanied by a justification of the requested extension. Any such request for extension must be submitted to EPA prior to the expiration of the 60 day time frame.
- C. If the Participating Institution discovers violations after the Effective Date of this Agreement but before the conduct of the Audit at that Participating Institution, the following will apply:
 - 1. Whenever possible, the Participating Institution will correct the violation(s) within sixty (60) days of discovery. In those instances in which a Participating Institution is unable to correct a violation within the sixty (60) day time frame, it will request an extension of time from EPA in writing and provide an abatement schedule, accompanied by a justification of the requested extension. Any such request for extension must be submitted to EPA prior to the expiration of the 60 day time frame.
 - 2. The Participating Institution will disclose any such violation(s) in the Disclosure Report submitted to EPA following the completion of the Audit at that Participating Institution. The Disclosure Report will specifically identify any such violation(s), and advise EPA of the Corrective Action that has been completed and when that Corrective Action was completed.
- D. Any extension of the sixty (60) day abatement period will be subject to EPA approval.

VI. FINAL COMPLIANCE REPORT AND TERMINATION

- A. Once the Corrective Actions have been completed, the Participating Institution will submit a Final Compliance Report to EPA notifying EPA of the completion of the Corrective Actions, the date of completion, the actions taken to prevent recurrence, a description of the cost of compliance, and any other information

necessary to demonstrate conformance with the Audit Policy. The Final Compliance Report will be in a format consistent with the table of contents template set forth in Appendix F.

- B. The Participating Institution is not required to make any further report concerning the disclosed violations or the status of Corrective Actions after submission of the Final Compliance Report unless requested to do so in writing by EPA.
- C. This Agreement will terminate with respect to each Participating Institution after the Participating Institution has advised EPA of its choice whether to perform a subsequent environmental audit or implement an environmental or compliance management system, as set forth in Section IX.A.2.b., and EPA has issued an appropriate Final Determination under Section VII.F.
- D. In the event that a Participating Institution files a Disclosure Report and subsequently discovers a violation that was not included in the Disclosure Report, nothing in this Agreement shall prevent the Participating Institution from disclosing such violation, correcting it and, where the Audit Policy criteria are met, obtaining the benefits of the Audit Policy.

VII. APPLICATION OF AUDIT POLICY

- A. Based upon the Disclosure Report and any additional information received under Section IV.D., EPA will determine for each Participating Institution the violations which occurred, an initial proposed penalty, if any, and whether the Audit Policy applies. EPA will address all violations under the terms of the Audit Policy, unless otherwise specifically provided in this Agreement.
- B. Except as provided in Section II.D.8. of the Audit Policy, EPA will not impose gravity-based penalties for violations if such violations are timely disclosed and corrected, and provided that the applicable provisions of the Policy and this Agreement are met. See 65 Fed. Reg. 19620, 19625 (April 11, 2000).
- C. If EPA considers economic benefit penalties for any violations, EPA will consider the most appropriate methods for coming into compliance when calculating potential economic benefit penalties, provided that such methods comply with regulatory requirements.
- D. EPA will not request a copy of the Final Audit Report submitted to the Participating Institution, except as provided in Section II.C.4 of the Audit Policy. See 65 Fed. Reg. 19620, 19625 (April 11, 2000).
- E. EPA will document its completion of the processing of each Disclosure Report and Final Compliance Report with a written Final Determination. After submission of the Disclosure Report, EPA will identify the violations which occurred, identify an initial proposed penalty, if any, and state whether the Audit Policy applies.

- F. If any violations are determined to be ineligible for relief, EPA will explain the basis for the denial of relief in the Final Determination.
- G. Violations discovered by a Participating Institution during the term of this Audit Policy Agreement and disclosed to EPA in the Disclosure Report will be deemed to have met the systematic discovery and prompt disclosure conditions of the Audit Policy and will receive consideration under the Audit Policy unless EPA determines that these violations are otherwise ineligible. Correction of violations must be made in accordance with the Audit Policy and this Agreement. Violations not disclosed and corrected, whether or not discovered in the Audit or otherwise, are not covered by this Agreement and the Participating Institution will not receive the benefits of the Audit Policy for such violations.

VIII. COMPLIANCE INSPECTIONS

- A. Nothing in this Agreement shall limit the authority of EPA to conduct any inspections or information gathering under applicable federal law.
- B. If EPA discovers a civil violation during an EPA compliance inspection of a facility or unit, and the facility or unit that was inspected was scheduled under this Agreement to be audited after the EPA compliance inspection, EPA shall treat such discovered violation as having been disclosed by the Participating Institution and will resolve such violation under the terms of the Audit Policy and this Agreement, provided that the discovered violation falls within the scope of the Audit.

IX. MISCELLANEOUS PROVISIONS

- A. Systematic Discovery and Future Evaluation and Improvement:
 - 1. Condition 1 of the Audit Policy is "Systematic Discovery of the Violation Through an Environmental Audit or a Compliance Management System." For first time audits, EPA considers Condition 1 satisfied if the entity commits to take action within a reasonable time period that will result in future evaluation and improvement.
 - 2. For purposes of this Agreement, EPA deems Condition 1 satisfied for each Participating Institution as follows:
 - a. Each Participating Institution hereby commits that, within 36 months of submittal of the Final Compliance Report, it will either
 - (1) begin the next environmental audit, or
 - (2) begin implementation of an environmental or compliance management system that incorporates elements appropriate to colleges and universities.

- b. In the Final Compliance Report, the Participating Institution will advise EPA of its choice and of the schedule for the conduct of the next environmental audit or implementation of the environmental or compliance management system.

B. Notification and Certification of Disclosure Reports:

1. Appendix A identifies the Responsible Official for submission of each Participating Institution's Disclosure Report. The Disclosure Report shall contain the following certification signed by the Responsible Official, "I certify under penalty of law that this document was prepared at my direction, and to the best of my knowledge and belief, the information submitted is true, accurate and complete. Furthermore, I understand that eligibility for, and any reduction of penalties under, the EPA Audit Policy and this Agreement is conditioned on the truth and completeness of this disclosure."
2. The Participating Institutions designate the following individuals as their contact persons to receive all communications from EPA concerning this Agreement:

Linda H. Bochert, Esq.
Michael Best & Friedrich LLP
One South Pinckney Street, Suite 700
P.O. Box 1806
Madison, WI 53701-1806
(608) 283-2271 (t)
(608) 283-2275 (f)
lhbochert@michaelbest.com

and/or

Victoria Justus
Turning Bird Consulting, Ltd.
39 South Duke Street
York, PA 17401
(717) 851-0614 (t)
(717) 851-0180 (f)
victoria@turningbirdconsulting.com

3. The EPA designates the following individual as its contact person:

Alan Walts, Acting Director
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency, Region 5
77 West Jackson Boulevard (E-13J)
Chicago, IL 60604-3590
(312) 353-8894 (t)
(312) 886-9697 (f)
walts.alan@epa.gov

4. The parties may re-designate their contact persons and Responsible Officials in writing at any time.
- C. Compliance with Laws and Regulations: Neither the existence of this Agreement nor compliance with this Agreement relieves the Participating Institution of the obligation of continued compliance with the regulations covered by this Agreement, and all other federal, state and local laws and regulations.
- D. Reservation of Rights: EPA reserves its rights to proceed against a Participating Institution for violations outside the scope of the Audit and violations within the scope of the Audit that are not timely disclosed or timely corrected. EPA reserves the right to commence an action against any person, including a Participating Institution, in response to any condition which EPA determines may present an imminent and substantial endangerment to the public health, public welfare, or the environment. This Agreement is not intended, and shall not be construed, to resolve any claim for criminal sanctions now pending or sought in the future, and shall not limit the right of the United States to pursue criminal sanctions for violation of law.
- E. Wisconsin Department of Natural Resources (WDNR): It is anticipated that WAICU and the Participating Institutions will enter into a companion agreement with WDNR under the terms of the Wisconsin “Environmental Improvement Program” set forth in Wis. Stat. § 299.85, which will address audit requirements, penalties and liability issues under state law. EPA will inform WDNR of the execution of this Agreement and provide a list of Participating Institutions to WDNR. Nothing in this Agreement restricts WDNR from acting as it deems appropriate.
- F. Authority of WAICU to Sign on Behalf of and to Bind Its Members: WAICU represents that it has the authority to sign this Agreement on behalf of and to bind each of the Participating Institutions listed on Appendix A and any that may subsequently be added to Appendix A.
- G. Modification: This Agreement may be modified by a writing signed by the parties.

X. LIST OF APPENDICES

Appendix A: List of Participating Institutions and Responsible Officials

Appendix B: Schedule for Conduct of Audits

Appendix C: Facilities to be Audited

Appendix D: Documents to be Audited

Appendix E: Disclosure Report Template

Appendix F: Final Compliance Report Template: Table of Contents

WE, THE UNDERSIGNED, HEREBY AGREE ON BEHALF OF EPA, WAICU AND THE PARTICIPATING INSTITUTIONS TO BE BOUND BY THIS AGREEMENT:

The United States Environmental Protection Agency



DATE: 6-18-08

BHARAT MATHUR
Acting Regional Administrator
United States Environmental Protection Agency Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604-3590

The Wisconsin Association of Independent Colleges and Universities for itself
and each of its member Participating Institutions



DATE: 5.8.08

ROLF WEGENKE, Ph.D.
President
Wisconsin Association of Independent Colleges and Universities
122 West Washington Avenue
Madison, Wisconsin 53703

APPENDIX A

List of Participating Institutions and Responsible Officials

<u>Participating Institution</u>	<u>Responsible Official</u>	<u>Address</u>
Alverno College	James Oppermann Senior Vice President for Finance	3400 S. 43 rd Street Milwaukee, WI 53234-3922 414-382-6129 jim.oppermann@alverno.edu
Beloit College	John M. Nicholas Vice President for Administration	700 College Street Beloit, WI 53511 608-363-2250 nicholas@beloit.edu
Cardinal Stritch University	Karen L. Walrath Treasurer	6801 North Yates Road Milwaukee, WI 53217 414-410-4225 klwalrath@stritch.edu
Carroll College	Donald Stenson Director of Physical Plant	11111 Sentry Drive Waukesha, WI 53186-5593 262-524-7380 dstenson@cc.edu
Carthage College	William Abt Vice President for Administration and Business	2001 Alford Park Drive Kenosha, WI 53140 262-551-6200 wabt@carthage.edu
Concordia University Wisconsin	Allen Prochnow Executive Vice President	12800 North Lake Shore Drive Mequon, WI 53097-2402 262-243-4303 allen.prochnow@cuw.edu
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Lakeland College	E. Anthony Fessler General Counsel	PO Box 359 Sheboygan, WI 53082-0359 920-565-1202 fessler@lakeland.edu
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Mount Mary College	Reyes Gonzalez Chief Financial Officer	2900 N. Menomonee River Pkwy Milwaukee, WI 53222-4597 414-256-1228 gonzaler@mtmary.edu
Northland	Guy Trier Vice President for Finance	1411 Ellis Avenue Ashland, WI 54806-3999 715-682-1824 gtrier@northland.edu
Ripon College	Mary deRegnier Vice President for Finance	PO Box 248 Ripon, WI 54971-0248 920-748-8108 deregnierm@ripon.edu
St. Norbert College	Eileen Jahnke Vice President for Business and Finance	100 Grant Street De Pere, WI 54115-2099 920-403-3250 eileen.jahnke@snc.edu
Silver Lake College	Dennis Sander Vice President of Finance and Business	2406 South Alverno Road Manitowoc, WI 54220 920-686-6121 dsander@silver.sl.edu

APPENDIX B

Schedule for Conduct of Audits

Fall 2008 -

1. Alverno College
2. Cardinal Stritch University
3. Milwaukee School of Engineering
4. Northland College

Spring 2009 -

5. Carthage College
6. Edgewood College
7. Marquette University
8. Ripon College

Fall 2009 --

9. Beloit College
10. Concordia University Wisconsin
11. Lakeland College
12. St. Norbert College

Spring 2010-

13. Carroll College
14. Marian University
15. Mount Mary College
16. Silver Lake College

APPENDIX C

Facilities to be Audited

Academic Areas and Laboratories (including but not limited to: Biology, Chemistry, Engineering, Environmental Sciences, Fine Arts, Geology, Health Occupations, Physics, and Theater)

- Animal care areas
- Aquaculture facilities
- Art studios
- Biomedical waste management areas
- Ceramic studio
- Chemical storage areas
- Clinical and pathology laboratories
- Destructive testing laboratories
- Engineering test areas
- Farm and agricultural facilities
- Hazardous waste management areas
- Jewelry making studio
- Mechanical and electrical fabrication shops
- Microelectronics fabrication facilities
- Photo processing/publishing
- Photography studios
- Pilot plants and reduced-scale engineering facilities
- Printmaking studio
- Remote research stations
- Sculpture studios
- Storage areas
- Teaching and research laboratories
- Theater scene studios
- Theater storage areas

Athletics Training and Facilities

- Athletic facilities, maintenance and management (including, but not limited to ice rinks, swimming pools, fields, gymnasiums, rifle ranges)
- Chemical storage areas
- Field maintenance and painting activities
- Laundry
- Trainer's rooms

Dining and Food Operations

- Cafeteria/Food Service Areas
- Chemical storage areas
- Dishwashing and pan washing activities

- Garbage, trash, recycling and compacting operations
- Refrigerators and freezers (coolants)
- Waste oil storage

Facilities Operation and Maintenance

- Air conditioning/refrigeration service
- Appliance and equipment repair, including medical equipment
- Building cleaning and maintenance
- Building renovation and construction
- Chemical storage areas
- Distillation units
- Drinking water treatment systems
- Fabrication shops
- Furniture repair
- Heating and power plants (e.g., boilers, emergency generators)
- House or architectural structure painting
- Janitorial closets
- Land disturbing activity > 1 acre
- Landscaping operations
- PCB transformers and switches
- Pesticide storage facilities
- Resource recovery/incinerator facilities (including animal carcass incinerators)
- Solid waste management areas, rubbish trucks and trucking operations
- Student laundry areas
- Waste disposal areas (landfills)
- Waste treatment facilities such as autoclaves
- Wastewater treatment facilities

Fleet Maintenance

- Automotive, truck, and ambulance servicing areas
- Gasoline service stations
- Garages

Hazardous Waste / Tanks / Wells

- Aboveground and current operating underground storage tanks and their containment areas/systems, and documentation concerning closures of regulated tanks previously removed from service
- Dry wells, septic systems, cesspools, floor drains, sink drains, and disposal wells
- Facilities treating, storing or disposing of hazardous wastes
- Hazardous waste satellite accumulation areas
- Hazardous waste storage areas
- Tanks that have been permanently or temporarily closed
- Transformers and oil-containing electrical equipment (PCB and non-PCB)
- Universal waste storage areas

Pharmacy and Health Clinic

- Chemical and Pharmaceutical storage areas
- Biomedical waste management areas
- Mercury waste management areas
- Outdated pharmaceuticals

Sterile Supply and Materials Management

- Autoclaving Units
- Ethylene Oxide (EtO) Units
- Glutaraldehyde
- Use and disposal of disinfectants

Use and Disposal of Known Chemicals/Products of Concern

- Artist paints, ceramic clays, ceramic glazes and solvents Computers/monitors, circuit boards, and other lead-bearing electronics
- Batteries
- Ethanol and formaldehyde/ethanol solutions
- Fluorescent light bulbs and other types of lamps, including high-intensity discharge, neon, mercury vapor, high pressure sodium, and metal halide lamps
- Formaldehyde/Formalin
- Laboratory chemicals and waste products
- Mercury and Mercury-containing devices and products
- Photographic chemicals and scrap film
- Solvents
- Xylene

APPENDIX D

Documents to be Audited

WDNR and EPA Region 5 Site Inspection Records:	
Consent Orders	Notice of Violations
Compliance Agreements	State Enforcement actions

Best Business Practices (unless LQG):	
Asbestos Operations & Maintenance Plan	Pollution Prevention Plan
Environmental, Health, and Safety Program Manual	Waste Oil Protocol
Hazardous Waste Management Plan	Written Operating Record for CSA

Clean Air Act (CAA):	
Air Emissions Report	Emission Control Records
Air Permit (Operating Permit—General, Source Only State, or Title V)	Inventory of Emissions Sources (Boilers, Emergency Generators, Fire Pump, Gas-Fired Kilns, Hot Water Heaters)
CFC Recovery Certificates for Individual Employees	Record/Log of Total Hours for Emergency Generator Use
CFC Use and Recovery Logs	

Centers for Disease Control and Prevention (CDC):	
Documentation on Any Select Agents Stored, in Use, or Destroyed	Registration of Users of Select Agents under the Biohazardous Terrorism Act (required by the Patriot Act)

Clean Water Act (CWA):	
Information Regarding Any Monitoring Wells	Sewer Discharge Permit
Maintenance Records for Grease Traps	Storage Tank Inspection Records
Maintenance Records of Oil/Water Separators	SWPP Plan for Construction greater than 1 Acre
Maintenance Records for Sediment Traps	Wastewater discharge permits
NPDES Permit	Wetlands Pollution Prevention Plan

CWA- Spill Prevention, Control, and Countermeasures (SPCC):	
Inventory of All Oil Containing Equipment (55 gals or greater, drums, elevators, transformers, tanks)	
SPCC Plan	SPCC Training Records (3 years)

Department of Transportation (DOT):	
Bills of Lading for Non-RCRA Wastes—Infectious Waste, Low-Level Radioactive Waste, Municipal Waste, Residual Waste, and Universal Waste	

DOT Security Plan	DOT Training Records
Hazardous Materials Certificate of Registration	

Emergency Planning and Community Right-to-Know Act (EPCRA):	
Chemical Inventories for Previous Calendar Year (or last known completion date)	
Emergency Planning Procedures for Hazardous Substances above TPQ	Tier I and Tier II Reports
EPCRA, OSHA:	
Chemical Hygiene Plan	PPC Plan (HW LQG only)
Hazard Communication Plan	Emergency Response Plan
MSDS's	

Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA):	
Business License for College/University if Applying Pesticide	Certifications for Contract Pesticide Applicators
Business License for Contractor	Logs of Pesticide Applicators
Copies of Pesticide Applicators Licenses	

Radioactive Materials

Nuclear Regulatory Commission (NRC):	
Radiation Management Plan	Radioactive Materials Licenses
WI Low-Level Radioactive Waste:	
Low-Level Radioactive Waste Disposal Manifests	
WI Department of Human and Family Services Radiation Safety requirements:	
Activated Radioactive Materials Licenses	Registration for Equipment Producing Radiation or X-rays, or Containing Activated Radioactive Materials
Radioactive Storage Room Inspection Records	Records of Surveys
Radioactive Storage Room Inventory	Records of Wipe Tests
Records of Dosimeter Readings (Employee name not necessary.)	
Training records for individuals who use or manage radioactive materials	Training records for individuals who use equipment which produce radiation or X-rays

Resource Conservation and Recovery Act (RCRA)– Hazardous Waste (HW):	
Hazardous Waste Contingency Plan (if LQG)	List of Environmental Vendors/Consultants
Hazardous Waste Manifests & Packing Slips (for last 3 years)	Land Disposal Restriction Certifications
Inspection Records—Weekly CSA Inspections (3 years)	List of Hazardous Waste Haulers
Land Disposal Restriction Determination	Notification of Hazardous Waste Activity (Application for EPA ID Number)

Training Records for Hazardous Waste Handlers/Generators (3 years)	
RCRA– HW, OSHA:	
Chemical Hygiene Plan Training Records (3 years)	
RCRA– Solid Waste:	
College/University Owned Garbage Truck(s)—Truck License & Registration; Inspection Records; Driver’s Certification; Tickets/Fines if any	
Documentation of Waste Characterizations by Knowledge of Process	
Documentation of Waste Characterizations by Analytical Tests (Sediment Traps, Paint Chips, Waste Oil, Booth & Hood Exhaust Filters, <i>etc.</i>)	
Recycling Records (Certificates of Recycling, Tonnage)	Municipal Waste Tonnage records

RCRA– Solid Waste (State):	
Infectious/Chemotherapeutic Waste Manifests	Source Reduction Strategy or Study Plan (LQG Only)
Training Records for Infectious Waste Handlers/Generators	
RCRA – Universal Waste (State):	
Training Records for Individuals Who Manage Universal Waste	
Training Records for Universal Waste Handlers/Generators	
Universal Waste Certificates of Recycling	Universal Waste Program/Protocol
RCRA – Underground Storage Tanks:	
Closure Reports	Registrations
Inspection Reports	

Toxic Substances Control Act (TSCA)– Asbestos Containing Materials (ACM):	
Asbestos Abatement Project Records	Records of Asbestos Surveys
TSCA–ACM, DOT:	
Manifest for Asbestos Containing Material	
TSCA–ACM, OSHA:	
Air Monitoring for Asbestos Abatement Projects	Training Records for Individuals Who Work in Areas Where ACM Present
TSCA–Lead-Based Paint (LBP):	
Lead Based Paint Test Results	LBP Abatement Activity Records
LBP Notifications to Lessees	
TSCA– Polychlorinated Biphenyls (PCB):	
Inventory of PCB containing material/equipment	
PCB Certificates of Disposal & Manifests	PCB Survey
TSCA–Premanufacture Notice (PMN):	
PMN Exemption Protocol or Program	
TSCA–PMN, DOT:	
Transportation Records for Research Generated Chemical Shipments	

Audit Policy Agreement by and between the Wisconsin Association of Independent Colleges and Universities, Participating Institutions and the United States Environmental Protection Agency, Region 5

Disclosure Report Template

Identifying Name of Facility: ^a			
Facility Type:			
Location Address of Facility:			
Date Facility Began Operations:			
Description of Institutional Structure: ^b			
Identify the type of institution ^c			
Contact Name for Self-Disclosure:			
Contact's Phone Number:	()	-	
Contact's Fax Number:	()	-	
Contact's Email:			
Contact's Mailing Address:	Street Address:		
	City:	State:	Zip:
Dates the audit was conducted at the Participating Institution:			

^a By "facility," EPA is referring to the college or university as a whole (including "off campus" operations) and not specific buildings or areas (e.g., a dormitory, laboratory, College of Arts and Sciences, Agricultural Building) on a campus. In other words, "facility" means all buildings, equipment, structures, and other stationary items which are owned or operated by the same person, corporation, entity, organization, etc.)

^b The parent institution, all branch and satellite campuses, any academic or corporate partnerships, and any small business incubator campuses should be identified. If available, please provide the Dunn&Bradstreet number.

^c By type of institution, EPA is referring to whether the institution is a private institution, a state public institution, or a public quasi-state institution; and whether the institution is a 2 or 4 year technical college, a 2 year community college, a 4 year college or university, a 4 year college or university with graduate programs, or a 4 year research university.

Date the Final Audit Report was submitted to the Participating Institution:	
Date the Disclosure Report is submitted to EPA :	
Certification:	<p>I certify under penalty of law that this document was prepared at my direction and to the best of my knowledge and belief, the information submitted is accurate and complete.</p> <p>Signature of Responsible Official: _____</p> <p>Printed Name of Responsible Official: _____</p> <p>Title of Responsible Official: _____</p>

Table 1: Analysis of the Potential Violations in Relation to the Nine Criteria of the Audit Policy

Audit Policy Criteria	Answer	Explanation (i.e., Supporting Narrative)
1. How was the Violation Systematically Discovered?	Audit	Peer-Assisted Environmental Compliance Audit pursuant to the "Audit Policy Agreement by and between the Wisconsin Association of Independent Colleges and Universities, Participating Institutions and the United States Environmental Protection Agency, Region 5"
2. Was the Violation Voluntarily Discovered? Explain	Yes or No	
3. Was Prompt Disclosure Made? ^d Explain	Yes or No	
4. Was the Violation Independently Discovered and Disclosed? ^e Explain	Yes or No	
5. Were the Violations Corrected and Remediated? ^f	Yes or No	The Participating Institution anticipates that all corrective actions will be completed within 60 calendar days of submission of this Disclosure Report or within any period of extension granted by EPA. Any requests for extension will be submitted within the 60 day corrective action period.
6. How will Recurrence of Violations be Prevented in the Future? ^g Explain	---	Steps will be taken within the 60 day corrective action period and reported on Participating Institution's Final Compliance Report (or within any extended period granted by EPA).

^d To answer this question in the affirmative, disclosure of the violation should have occurred within 21 days of discovery, i.e., Participating Institution's receipt of Final Audit Report.

^e To answer this question, determine whether the violation was disclosed before EPA likely would have identified the violation through its own investigation or based on information from a third party (e.g., a citizen's lawsuit). If EPA knew about or would likely have known about the violation through its own investigation or via a third party, then the violation was not independently discovered and disclosed.

^f To answer this question, determine whether the violation is anticipated to be corrected within 60 days from date of disclosure. If an extension to the 60-day correction deadline is necessary, please notify EPA in writing. The notification must include an abatement schedule and provide justification of the requested extension. A description of any environmental harm caused by the violation, and any measures undertaken to remediate such harm should be included in the explanation.

^g The Participating Institution must agree to take steps to prevent a recurrence of the violation after it has been disclosed. Preventive steps may include, but are not limited to, a plan specific to the violation disclosed (e.g., having a bell ring when pressure is approaching a level that would cause a bypass, having someone do a checklist every time a specific obligation is triggered), a commitment to do periodic audits, updating the facility's compliance management system, updating or implementing an Environmental Management System (EMS). An EMS is a set of processes and practices that enable an organization to reduce its environmental impacts and increase its operating efficiency (i.e., it allows an organization to systematically manage its environmental and health safety matters). Most EMS are built on the "Plan, Do, Check, Act" model. This model leads to continual improvement. For more information on EMS, please see the following URL: <http://www.epa.gov/ems/>.

7. Are any of the listed violations a “repeat Violation”? ^h Explain	Yes or No	
8. Does this Violation meet any of the Ineligible Conditions Under the Audit Policy? ⁱ Explain	Yes or No	
9. Do you agree to Cooperate with the Agency on this Violation? ^j	Yes or No	The Participating Institution believes it is performing in all respects in accordance with the agreement entitled, “Audit Policy Agreement by and between the Wisconsin Association of Independent Colleges and Universities, Participating Institutions and the United States Environmental Protection Agency, Region 5,” and the agreement entitled, “Environmental Compliance Agreement by and between the Wisconsin Association of Independent Colleges and Universities, Participating Institutions and the Wisconsin Department of Natural Resources.”

^h Repeat violations are not eligible for mitigation under the Audit Policy. Please explain whether the violation fits the “repeat” standard.

ⁱ Certain violations are not eligible for mitigation under the Audit Policy (e.g., those that result in serious actual harm; those that may have presented an imminent and substantial endangerment; or those that violate specific terms of an Administrative or Judicial Order or Consent Agreement). Please see the Audit Policy for complete information on violations which are not eligible. Please explain whether any conditions exist which might make a violation ineligible under the Audit Policy.

^j Please see the Audit Policy for more information on the type and level of cooperation expected. Basically, the Participating Institution should be willing to provide additional information if the Agency determines more information is needed to determine applicability of the Audit Policy.

Table 2: Specific Information on each Potential Violation

Potential Violation No.	Federal Regulatory Citation	State Regulatory Citation	Description of the Regulatory Requirement	Example(s) of where this violation may occur (e.g., building/room, laboratory, shop)	Description of the Potential Violation (e.g., failure to submit report, obtain permits, keep records, etc.)	Description of the Action(s) Recommended to Correct the Potential Violation	Target Deadline to Correct (i.e., 60 days from submission of Disclosure Report)
				<i>Clean Air Act (CAA)</i>			
				<i>Clean Water Act (CWA), including Oil Pollution Act (OPA)</i>			
				<i>Emergency Planning Community Right-to-Know Act (EPCRA)</i>			
				<i>Federal Insecticide, Fungicide and Rodenticide Act (FIFRA)</i>			
				<i>Resource Conservation and Recovery Act (RCRA)</i>			
				<i>Safe Drinking Water Act (SDWA)</i>			
				<i>Toxic Substances Control Act (TSCA)</i>			

**Audit Policy Agreement by and between the Wisconsin Association of Independent Colleges and Universities, Participating Institutions and the United States Environmental Protection Agency, Region 5
Final Compliance Report Template: Table of Contents**

Section 1: General Information

- 1.1 General information about the institution
- 1.2 Historical information
- 1.3 Description of the institution's campuses and facilities
 - 1.3.1 Description of the audited campus
 - 1.3.2 Descriptions of remote campuses and satellite facilities
- 1.4 Description of the Campus Community
- 1.5 Description of the town/city where the campus is located
- 1.6 Management structure
 - 1.6.1 Board of Trustees
 - 1.6.2 President
 - 1.6.3 President's council and other administrators
- 1.7 Campus contacts
- 1.8 Legal counsel
- 1.9 Consulting team
- 1.10 Corrective action team

Section 2: Summary of Conformance to the EPA Audit Policy

- 2.1 Summary of the agreement
 - 2.1.1 WAICU/EPA Region 5 agreement
 - 2.1.2 WAICU/WDNR agreement
- 2.2 Systematic discovery
- 2.3 Voluntary discovery
- 2.4 Prompt disclosure
- 2.5 Discovery and disclosure independent of government or third party plaintiff action
- 2.6 Correction and remediation
- 2.7 Prevent recurrence
- 2.8 No repeat violation
- 2.9 Other violations excluded

2.10 Cooperation

Section 3: Clean Air Act (CAA)

3.1 Federal CAA violations

3.2 State CAA violations

Section 4: Clean Water Act (CWA)

4.1 Federal CWA violations

4.2 State CWA violations

Section 5: Comprehensive Environmental Response, Compensation, and Liability Act, Emergency Planning, and Community Right-to-Know Act

5.1 Federal CERCLA violations

5.2 State CERCLA violations

Section 6: Emergency Planning and Community Right-to-know act (EPCRA)

6.1 Federal EPCRA violations

6.2 State EPCRA violations

Section 7: Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA)

7.1 Federal FIFRA violations

7.2 State FIFRA violations

Section 8: Resource Conservation and Recovery Act (RCRA)

8.1 Federal RCRA violations

8.2 State RCRA violations

Section 9: Safe Drinking Water Act (SDWA)

9.1 Federal SDWA violations

9.2 State SDWA violations

Section 10: Toxic Substance Control Act (TSCA)

10.1 Federal TSCA violations

10.2 State TSCA violations

Section 11: Other regulatory statutes not otherwise noted

11.1 Federal regulated violations

11.2 State regulated violations

Appendix A – Campus map

Appendix B – Disclosure Report submitted on <date>

Appendix C – Extension requests submitted on <date>

Appendix D – Tables 1 and 2, Specific Information on each Potential Violation, as it was submitted in the Disclosure Report

Table 11: Specific Information on each Potential Violation, as it was submitted in the Disclosure Report

Potential Violation No.	Federal Regulation Citation	State Regulation Citation	Description of the Regulatory Requirement	Example(s) of where this violation was found (e.g. building, room, laboratory, shop)	Description of the Potential Violation (e.g. failure to submit report, obtain permit, keep records, etc.)	Description of the Action(s) Recommended to Correct the Potential Violation	Target Deadline to Correct (i.e. 60 days from submission of Disclosure report)
				Clean Air Act (CAA)			
				Clean Water Act (CWA), including Oil Pollution Act (OPA)			
				Emergency Planning Community Right-to-Know Act (EPCRA)			
				Federal Insecticide, Fungicide and Rodenticide Act (FIFRA)			
				Resource Conservation and Recovery Act (RCRA)			
				Safe Drinking Water Act (SDWA)			
				Toxic Substances Control Act (TSCA)			

EXHIBIT 2

Participating Institution Notification and Acknowledgement Statements

List of Participating Institutions and
Responsible Officials

<u>Participating Institution</u>	<u>Responsible Official</u>	<u>Address</u>
Alverno College	James Oppermann Senior Vice President for Finance	3400 S. 43 rd Street Milwaukee, WI 53234-3922 414-382-6129 jim.oppermann@alverno.edu
Beloit College	John M. Nicholas Vice President for Administration	700 College Street Beloit, WI 53511 608-363-2250 nicholas@beloit.edu
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		414-256-1228 gonzaler@mtmary.edu
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Silver Lake College	Dennis Sander Vice President of Finance and Business	2406 South Alverno Road Manitowoc, WI 54220 920-686-6121 dsander@silver.sl.edu

Environmental Compliance Audit Agreement by and between the Wisconsin Association of Independent Colleges and Universities, Participating Institutions and the Wisconsin Department of Natural Resources ("Agreement")

**Participating Institution Notification and Acknowledgement
Pursuant to Wis. Stat. § 299.85(2)**

Alverno College provides this written statement to the Wisconsin Department of Natural Resources to fulfill the requirements of Wis. Stat. §§299.85(2)(b) and (bm):

1. Alverno College is a Participating Institution in the Environmental Compliance Audit Program to be implemented under the above-referenced Agreement and will conduct an environmental compliance audit on the schedule and as described in the Agreement.
2. We acknowledge that the deferred civil enforcement provisions of Wis. Stat. §299.85(7)(a) do not apply to violations discovered by Alverno College before the beginning of the environmental compliance audit.
3. The undersigned is an official with responsibility for environmental compliance.

For Alverno College:


Signature

3400 South 43rd Street

Milwaukee, WI 53234
Mailing Address

James K. Oppermann Senior VP- Finance
Name/Title [please print]

414-382-6129
Telephone Number

4/23/08
Date

Jim.oppermann@alverno.edu
Email Address

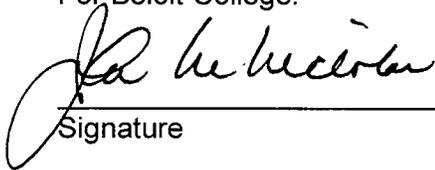
*Environmental Compliance Audit Agreement by and between the Wisconsin Association
of Independent Colleges and Universities, Participating Institutions and the Wisconsin
Department of Natural Resources ("Agreement")*

**Participating Institution Notification and Acknowledgement
Pursuant to Wis. Stat. § 299.85(2)**

Beloit College provides this written statement to the Wisconsin Department of Natural Resources to fulfill the requirements of Wis. Stat. §§299.85(2)(b) and (bm):

1. Beloit College is a Participating Institution in the Environmental Compliance Audit Program to be implemented under the above-referenced Agreement and will conduct an environmental compliance audit on the schedule and as described in the Agreement.
2. We acknowledge that the deferred civil enforcement provisions of Wis. Stat. §299.85(7)(a) do not apply to violations discovered by Beloit College before the beginning of the environmental compliance audit.
3. The undersigned is an official with responsibility for environmental compliance.

For Beloit College:



Signature

John M. Nicholas,
Vice President for Administration
Name/Title [please print]

April 23, 2008
Date

700 College Street, Beloit WI 53511
Mailing Address

(608) 363-2250
Telephone Number

nicholas@beloit.edu
Email Address

Environmental Compliance Audit Agreement by and between the Wisconsin Association of Independent Colleges and Universities, Participating Institutions and the Wisconsin Department of Natural Resources ("Agreement")

**Participating Institution Notification and Acknowledgement
Pursuant to Wis. Stat. § 299.85(2)**

Cardinal Stritch University, Inc. provides this written statement to the Wisconsin Department of Natural Resources to fulfill the requirements of Wis. Stat. §§299.85(2)(b) and (bm):

1. **Cardinal Stritch University, Inc.** is a Participating Institution in the Environmental Compliance Audit Program to be implemented under the above-referenced Agreement and will conduct an environmental compliance audit on the schedule and as described in the Agreement.
2. We acknowledge that the deferred civil enforcement provisions of Wis. Stat. §299.85(7)(a) do not apply to violations discovered by **Cardinal Stritch University, Inc.** before the beginning of the environmental compliance audit.
3. The undersigned is an official with responsibility for environmental compliance.

For **Cardinal Stritch University, Inc.:**


Signature

6801 North Yates Road
Milwaukee, WI 53217
Mailing Address

Karen L. Walrath, Treasurer
Name/Title [please print]

(414) 410-4225
Telephone Number

April 23, 2008
Date

klwalrath@stritch.edu
Email Address

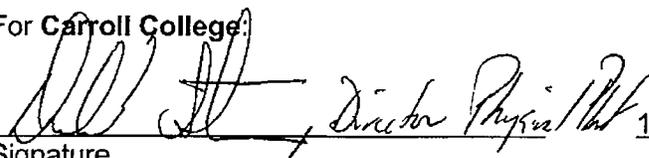
Environmental Compliance Audit Agreement by and between the Wisconsin Association of Independent Colleges and Universities, Participating Institutions and the Wisconsin Department of Natural Resources ("Agreement")

**Participating Institution Notification and Acknowledgement
Pursuant to Wis. Stat. § 299.85(2)**

Carroll College provides this written statement to the Wisconsin Department of Natural Resources to fulfill the requirements of Wis. Stat. §§299.85(2)(b) and (bm):

1. **Carroll College** is a Participating Institution in the Environmental Compliance Audit Program to be implemented under the above-referenced Agreement and will conduct an environmental compliance audit on the schedule and as described in the Agreement.
2. We acknowledge that the deferred civil enforcement provisions of Wis. Stat. §299.85(7)(a) do not apply to violations discovered by **Carroll College** before the beginning of the environmental compliance audit.
3. The undersigned is an official with responsibility for environmental compliance.

For **Carroll College**:

 1111 Sentry Drive
Signature

Waukesha, WI
Mailing Address

Donald Stenson, Director Physical Plant
Name/Title [please print]

262-524-7380
Telephone Number

May 5, 2008
Date

dstenson@cc.edu
Email Address

*Environmental Compliance Audit Agreement by and between the Wisconsin Association
of Independent Colleges and Universities, Participating Institutions and the Wisconsin
Department of Natural Resources*

**Participating Institution Notification and Acknowledgement
Pursuant to Wis. Stat. § 299.85(2)**

Carthage College provides this written statement to the Wisconsin Department of Natural Resources to fulfill the requirements of Wis. Stat. §§299.85(2) (b) and (bm):

1. Carthage College is a Participating Institution in the Environmental Compliance Audit Program to be implemented under the above-referenced Agreement and will conduct an environmental compliance audit on the schedule and as described in the Agreement.
2. We acknowledge that the deferred civil enforcement provisions of Wis. Stat. §299.85(7) (a) do not apply to violations discovered by Carthage College before the beginning of the environmental compliance audit.
3. The undersigned is an official with responsibility for environmental compliance.

For Carthage College:

W.R. Abt
Signature

WILLIAM R. ABT / V.P.

April 23, 2008
Date

2001 Alfred Park Drive
Kenosha, WI 53140
Mailing Address

262-551-6200
Telephone Number

WABT@CARTHAGE.EDU
Email Address

*Environmental Compliance Audit Agreement by and between the Wisconsin Association
of Independent Colleges and Universities, Participating Institutions and the Wisconsin
Department of Natural Resources ("Agreement")*

**Participating Institution Notification and Acknowledgement
Pursuant to Wis. Stat. § 299.85(2)**

Concordia University Wisconsin provides this written statement to the Wisconsin Department of Natural Resources to fulfill the requirements of Wis. Stat. §§299.85(2)(b) and (bm):

1. **Concordia University Wisconsin** is a Participating Institution in the Environmental Compliance Audit Program to be implemented under the above-referenced Agreement and will conduct an environmental compliance audit on the schedule and as described in the Agreement.
2. We acknowledge that the deferred civil enforcement provisions of Wis. Stat. §299.85(7)(a) do not apply to violations discovered by **Concordia University Wisconsin** before the beginning of the environmental compliance audit.
3. The undersigned is an official with responsibility for environmental compliance.

For **Concordia University Wisconsin**:



Signature

12800 N. Lake Shore Drive

Mequon, WI 53097-2402

Mailing Address

Allen J. Prochnow, Executive Vice President

Name/Title [please print]

262.243.4303

Telephone Number

April 23, 2008

Date

allen.prochnow@cuw.edu

Email Address

*Environmental Compliance Audit Agreement by and between the Wisconsin Association
of Independent Colleges and Universities, Participating Institutions and the Wisconsin
Department of Natural Resources ("Agreement")*

**Participating Institution Notification and Acknowledgement
Pursuant to Wis. Stat. § 299.85(2)**

Edgewood College provides this written statement to the Wisconsin Department of Natural Resources to fulfill the requirements of Wis. Stat. §§299.85(2)(b) and (bm):

1. Edgewood College is a Participating Institution in the Environmental Compliance Audit Program to be implemented under the above-referenced Agreement and will conduct an environmental compliance audit on the schedule and as described in the Agreement.
2. We acknowledge that the deferred civil enforcement provisions of Wis. Stat. §299.85(7)(a) do not apply to violations discovered by Edgewood College before the beginning of the environmental compliance audit.
3. The undersigned is an official with responsibility for environmental compliance.

For Edgewood College:

Chris Schlichenmaier
Signature

1000 Edgewood College Dr.
Madison, WI 53711
Mailing Address

Christine Schlichenmaier, EH&S Director
Name/Title [please print]

608-663-6709
Telephone Number

April 23, 2008
Date

chansenschli@edgewood.edu
Email Address

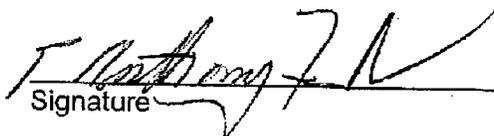
Environmental Compliance Audit Agreement by and between the Wisconsin Association of Independent Colleges and Universities, Participating Institutions and the Wisconsin Department of Natural Resources ("Agreement")

**Participating Institution Notification and Acknowledgement
Pursuant to Wis. Stat. § 299.85(2)**

LAKELAND COLLEGE provides this written statement to the Wisconsin Department of Natural Resources to fulfill the requirements of Wis. Stat. §§299.85(2)(b) and (bm):

1. **LAKELAND COLLEGE** is a Participating Institution in the Environmental Compliance Audit Program to be implemented under the above-referenced Agreement and will conduct an environmental compliance audit on the schedule and as described in the Agreement.
2. We acknowledge that the deferred civil enforcement provisions of Wis. Stat. §299.85(7)(a) do not apply to violations discovered by **LAKELAND COLLEGE** before the beginning of the environmental compliance audit.
3. The undersigned is an official with responsibility for environmental compliance.

For **LAKELAND COLLEGE**:



 Signature

E. Anthony Fessler, General Counsel
 Name/Title [please print]

May 6, 2008
 Date

LAKELAND COLLEGE

P.O. Box 359

Sheboygan, WI 53082-0359
 Mailing Address

920-565-1202
 Telephone Number

fesslerera@lakeland.edu
 Email Address

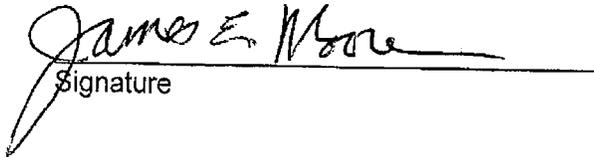
Environmental Compliance Audit Agreement by and between the Wisconsin Association of Independent Colleges and Universities, Participating Institutions and the Wisconsin Department of Natural Resources ("Agreement")

**Participating Institution Notification and Acknowledgement
Pursuant to Wis. Stat. § 299.85(2)**

Marian University provides this written statement to the Wisconsin Department of Natural Resources to fulfill the requirements of Wis. Stat. §§299.85(2)(b) and (bm):

1. Marian University is a Participating Institution in the Environmental Compliance Audit Program to be implemented under the above-referenced Agreement and will conduct an environmental compliance audit on the schedule and as described in the Agreement.
2. We acknowledge that the deferred civil enforcement provisions of Wis. Stat. §299.85(7)(a) do not apply to violations discovered by Marian University before the beginning of the environmental compliance audit.
3. The undersigned is an official with responsibility for environmental compliance.

For Marian University:


Signature

45 South National Avenue

Fond du Lac, WI 54935
Mailing Address

James E. Moore
Name

920-923-7666
Telephone Number

Vice President for Student Affairs and Campus Planning
Title

May 2, 2008
Date

jemoore22@marianuniversity.edu
Email Address

Environmental Compliance Audit Agreement by and between the Wisconsin Association of Independent Colleges and Universities, Participating Institutions and the Wisconsin Department of Natural Resources ("Agreement")

**Participating Institution Notification and Acknowledgement
Pursuant to Wis. Stat. § 299.85(2)**

MARQUETTE UNIVERSITY provides this written statement to the Wisconsin Department of Natural Resources to fulfill the requirements of Wis. Stat. §§299.85(2)(b) and (bm):

1. **MARQUETTE UNIVERSITY** is a Participating Institution in the Environmental Compliance Audit Program to be implemented under the above-referenced Agreement and will conduct an environmental compliance audit on the schedule and as described in the Agreement.
2. We acknowledge that the deferred civil enforcement provisions of Wis. Stat. §299.85(7)(a) do not apply to violations discovered by **MARQUETTE UNIVERSITY** before the beginning of the environmental compliance audit.
3. The undersigned is an official with responsibility for environmental compliance.

For **MARQUETTE UNIVERSITY**:

Cynthia M Bauer
Signature

615 N. 11th Street, Rm. 015

Milwaukee, WI 53233
Mailing Address

Cynthia M. Bauer, V.P. & General Counsel
Name/Title [please print]

(414) 288-7343
Telephone Number

4/25/08
Date

cindy.bauer@marquette.edu
Email Address

Environmental Compliance Audit Agreement by and between the Wisconsin Association of Independent Colleges and Universities, Participating Institutions and the Wisconsin Department of Natural Resources ("Agreement")

**Participating Institution Notification and Acknowledgement
Pursuant to Wis. Stat. § 299.85(2)**

Milwaukee School of Engineering provides this written statement to the Wisconsin Department of Natural Resources to fulfill the requirements of Wis. Stat. §§299.85(2)(b) and (bm):

1. Milwaukee School of Engineering is a Participating Institution in the Environmental Compliance Audit Program to be implemented under the above-referenced Agreement and will conduct an environmental compliance audit on the schedule and as described in the Agreement.
2. We acknowledge that the deferred civil enforcement provisions of Wis. Stat. §299.85(7)(a) do not apply to violations discovered by Milwaukee School of Engineering before the beginning of the environmental compliance audit.
3. The undersigned is an official with responsibility for environmental compliance.

For **MILWAUKEE SCHOOL OF ENGINEERING**



Signature

1025 N. Broadway,
Milwaukee, WI 53202

Armond Janto, Vice President & CFO
Name/Title (please print)

Telephone Number 414-277-7120

April 23, 2008
Date

Email Address: janto@msoe.edu

Environmental Compliance Audit Agreement by and between the Wisconsin Association of Independent Colleges and Universities, Participating Institutions and the Wisconsin Department of Natural Resources ("Agreement")

**Participating Institution Notification and Acknowledgement
Pursuant to Wis. Stat. § 299.85(2)**

Mount Mary College provides this written statement to the Wisconsin Department of Natural Resources to fulfill the requirements of Wis. Stat. §§299.85(2)(b) and (bm):

1. **Mount Mary College** is a Participating Institution in the Environmental Compliance Audit Program to be implemented under the above-referenced Agreement and will conduct an environmental compliance audit on the schedule and as described in the Agreement.
2. We acknowledge that the deferred civil enforcement provisions of Wis. Stat. §299.85(7)(a) do not apply to violations discovered by **Mount Mary College** before the beginning of the environmental compliance audit.
3. The undersigned is an official with responsibility for environmental compliance.

For Mount Mary College:

Rey M. Gonzalez
Signature

2900 N. Menomonee River Parkway
Milwaukee, WI
Mailing Address

Reyes M. Gonzalez, CEO
Name/Title [please print]

414-256-1228
Telephone Number

4/24/08
Date

Gonzalez@MTMary.edu
Email Address

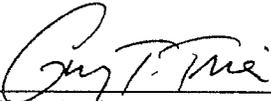
Environmental Compliance Audit Agreement by and between the Wisconsin Association of Independent Colleges and Universities, Participating Institutions and the Wisconsin Department of Natural Resources ("Agreement")

**Participating Institution Notification and Acknowledgement
Pursuant to Wis. Stat. § 299.85(2)**

Northland College provides this written statement to the Wisconsin Department of Natural Resources to fulfill the requirements of Wis. Stat. §§299.85(2)(b) and (bm):

1. **Northland College** is a Participating Institution in the Environmental Compliance Audit Program to be implemented under the above-referenced Agreement and will conduct an environmental compliance audit on the schedule and as described in the Agreement.
2. We acknowledge that the deferred civil enforcement provisions of Wis. Stat. §299.85(7)(a) do not apply to violations discovered by **Northland College** before the beginning of the environmental compliance audit.
3. The undersigned is an official with responsibility for environmental compliance.

For **Northland College**:



Signature

1411 Ellis Ave. Ashland WI 54806
Mailing Address

Guy Trier Vice President for Finance

Name/Title [please print]

715-682-1824
Telephone Number

4/30/08

Date

gtrier@northland.edu
Email Address

Environmental Compliance Audit Agreement by and between the Wisconsin Association of Independent Colleges and Universities, Participating Institutions and the Wisconsin Department of Natural Resources ("Agreement")

**Participating Institution Notification and Acknowledgement
Pursuant to Wis. Stat. § 299.85(2)**

Ripon College provides this written statement to the Wisconsin Department of Natural Resources to fulfill the requirements of Wis. Stat. §§299.85(2)(b) and (bm):

1. **Ripon College** is a Participating Institution in the Environmental Compliance Audit Program to be implemented under the above-referenced Agreement and will conduct an environmental compliance audit on the schedule and as described in the Agreement.
2. We acknowledge that the deferred civil enforcement provisions of Wis. Stat. §299.85(7)(a) do not apply to violations discovered by **Ripon College** before the beginning of the environmental compliance audit.
3. The undersigned is an official with responsibility for environmental compliance.

For **Ripon College**:


Signature

P.O. Box 248

Ripon, WI 54971
Mailing Address

Mary M. deRegnier vp for Finance
Name/Title [please print]

920-748-8108
Telephone Number

4/23/2008
Date

deregnierm@ripon.edu
Email Address

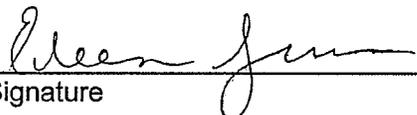
*Environmental Compliance Audit Agreement by and between the Wisconsin Association
of Independent Colleges and Universities, Participating Institutions and the Wisconsin
Department of Natural Resources ("Agreement")*

**Participating Institution Notification and Acknowledgement
Pursuant to Wis. Stat. § 299.85(2)**

St. Norbert College, Inc. provides this written statement to the Wisconsin Department of Natural Resources to fulfill the requirements of Wis. Stat. §§299.85(2)(b) and (bm):

1. St. Norbert College, Inc. is a Participating Institution in the Environmental Compliance Audit Program to be implemented under the above-referenced Agreement and will conduct an environmental compliance audit on the schedule and as described in the Agreement.
2. We acknowledge that the deferred civil enforcement provisions of Wis. Stat. §299.85(7)(a) do not apply to violations discovered by St. Norbert College, Inc. before the beginning of the environmental compliance audit.
3. The undersigned is an official with responsibility for environmental compliance.

For St. Norbert College, Inc.:



Signature

100 Grant Street

De Pere, WI 54115
Mailing Address

Eileen M. Jahnke, VP Business & Finance
Name/Title [please print]

(920) 403-3250
Telephone Number

4-25-08
Date

Eileen.Jahnke@snc.edu
Email Address

Environmental Compliance Audit Agreement by and between the Wisconsin Association of Independent Colleges and Universities, Participating Institutions and the Wisconsin Department of Natural Resources ("Agreement")

**Participating Institution Notification and Acknowledgement
Pursuant to Wis. Stat. § 299.85(2)**

Silver Lake College provides this written statement to the Wisconsin Department of Natural Resources to fulfill the requirements of Wis. Stat. §§299.85(2)(b) and (bm):

1. **Silver Lake College** is a Participating Institution in the Environmental Compliance Audit Program to be implemented under the above-referenced Agreement and will conduct an environmental compliance audit on the schedule and as described in the Agreement.
2. We acknowledge that the deferred civil enforcement provisions of Wis. Stat. §299.85(7)(a) do not apply to violations discovered by **Silver Lake College** before the beginning of the environmental compliance audit.
3. The undersigned is an official with responsibility for environmental compliance.

For **Silver Lake College**:



 Signature

2406 S. Alverno Road

Manitowoc, WI 54220

Mailing Address

Dennis Sander/VP, Finance and Business
_____ Name/Title [please print]

(920) 686-6121
_____ Telephone Number

May 7, 2008
_____ Date

dsander@silver.sl.edu
_____ Email Address