

# Green Tier/Wisconsin Consulting Foresters (WCF) Environmental Results Charter

## **I. PURPOSE**

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

This will protect the environment by providing for:

- Commitment to the protection of water quality, soils and forest productivity
- Compliance with government regulations appropriate to forest management
- Conformance with acceptable silvicultural standards
- Participation in ongoing training and continuing education
- Application of aesthetic management techniques
- Development of forest management plans concurrent with existing standards and guidelines
- Utilization of sound business management practices

### **Further Beyond Compliance Commitments:**

- WCF will act as a leadership organization for consulting foresters by exceeding regulatory requirements and evaluating WCF bylaws annually to consider incorporating beyond compliance actions. WCF will also seek to build capacity in the private sector to support sustainable forest management practices on private forestlands.
- WCF will design and implement a mentoring program to assist in furthering the profession and practice of sustainable forest management (the target audience will be forestry graduates or college students enrolled in a forestry program). This will entail developing and conducting periodic trainings for cooperating foresters who are members of WCF. In addition to forestry specific topics, WCF and DNR will partner with economic development professionals to ensure sound business practices are also discussed.
- WCF will take a leadership role with organizing and coordinating an annual Cooperating Forester Statewide meeting.
- WCF will take a leadership role with facilitating the collection, compilation, analysis and exchange of information and DNR requests for input on pertinent forestry issues affecting Cooperating Foresters.
- WCF has a consumer complaint system and process to address concerns regarding WCF members' business and forestry practices.
- WCF membership requirements shall meet or exceed those of participants in the Department's Cooperating Forester program by:
  - Attending 15 hours of continuing education / training each year
  - Participating in periodic MFL Forest Certification audits on lands with actual involvement of a WCF member.

## **Who Will Be Involved:**

- All WCF Members who work in Wisconsin
- Wisconsin Department of Natural Resources

## **Expected Benefits:**

- WCF members will provide private forest landowners with confidence that the Member is practicing sound business management practices at all levels by adherence to WCF By-laws and Code of Ethics. The Department recognizes WCF By-laws and Code of Ethics as advancing the cause of forestry in the state to promote the best interests of the people and the state in forestry, and in assistance to landowners to secure adoption of better forestry practice, in furtherance of Wis. Stat. ss. 28.01 and 28.07.
- Environment: By adhering to WCF By-laws and Code of Ethics, WCF members will be providing significant public benefits through protections to the environment in multiple ways by:
  - Protecting forest soils and water quality by adhering to Wisconsin's Forestry Best Management Practices (BMPs) for Water Quality and other pertinent practices.
  - Establishing forest management practices (e.g. timber sales) and preparing forest management plans in accordance with Wisconsin's Forest Management Guidelines.
  - Adhering to all applicable DNR handbooks, guidelines and written directives.
- WCF will be recognized as a leader in the practice and professional advancement of sustainable forest management and performance standards in DNR printed publications and other appropriate media. By being a member of Green Tier, WCF cooperative services may be promoted to those who are seeking and who would benefit from receiving professional forestry assistance.
- The Wisconsin Department of Natural Resources will seek WCF to fill critical roles on committees, advisory teams, panels and initiatives, offering key perspectives on policy and programs managed by the Department.
- DNR Division of Forestry will partner with WCF to identify, develop and deliver specialized environmental training for WCF members in areas that will provide mutual benefits to WCF and the DNR.
- WCF and DNR Division of Forestry agree to collaborate and seek to address mutually agreed-upon current and emerging issues affecting forest management in Wisconsin including, but not limited to, impacts to the wood products industry or work that supports the Department's goals. At least twice each year, WCF Executive Committee and appropriate members of Forestry's Leadership Team will meet to identify common issues, leverage resources and achieve mutual goals in a collaborative fashion (note: this is in addition to the Chief State Forester and the DNR Deputy Secretary meeting with the WCF membership annually)
- Ongoing efforts to identify and agree on other deliverables that will be mutually beneficial to both organizations with the Green Tier charter being reviewed for revisions and updates at the biannual meetings.

## **II. GOALS/OBJECTIVES**

1. To the extent allowed by the Green Tier Program legislation under s.299.83, Wis. Stats, all WCF members will support and implement continual improvement techniques in forest management practices.
  - 1.1 Protect forest soils and water quality by adhering to Wisconsin's Forestry Best Management Practices (BMPs) for Water Quality and other pertinent practices.
  - 1.2 Establish forest management practices (e.g. timber sales) and prepare forest management plans in accordance with Wisconsin's Forest Management Guidelines.
  - 1.3 Adhere to all applicable DNR handbooks, guidelines and written directives.
2. Continual improvement techniques, beyond compliance with existing State, County, and Federal rules and regulations applicable to WCF, will be supported and employed by all Signatories to this Charter throughout its term.
  - 2.1 These actions may be used to reduce or minimize regulatory oversight and inspection applied forest management practices. All of these procedures will be under continuous improvement.
  - 2.2 The Signatories to this Charter will make these procedures and site- management improvement techniques available to all consulting forestry companies in Wisconsin with the goal of increasing the level of professionalism in consulting forestry. WCF Green Tier status will encourage others to join WCF and become Green Tier charter members.
  - 2.3 The Signatories to the Charter will select Technical Contacts to identify permitting and regulatory issues where approval can be streamlined that result in improved environmental performance.
  - 2.4 The execution of this Charter provides the Participants with the opportunity to utilize the process outlined in s. 299.83, Wis. Stats, to achieve a Tier 1 or Tier 2 status.

## **III. SIGNATORIES**

The Signatories to this Charter include the following entities:

1. Wisconsin Consulting Foresters Chair
2. Wisconsin Department of Natural Resources Secretary

## **IV. DEFINITIONS**

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

1. "Performance Standard" means an element of an organization's activities, products, or services that can interact with the environment.
2. "Environmental impact" means any change to the environment, whether adverse or beneficial, wholly or partially resulting from an organization's activities, products, or services.
3. "The Department" means the Wisconsin Department of Natural Resources.
4. "Participant" means any Forester that is a WCF member.

5. “Technical Contact” means the representatives from each of the signing parties that will provide technical assistance and guidance to participants, interested parties, as well as the public on the contract language.
6. “Charter” means the vehicle that is issued to an association, which is organized to achieve superior environmental performance.
7. “Tier I/Tier II” means the two levels of participation within the Wisconsin Green Tier program
8. “Best Management Practices” or “BMP” means practical and economically achievable practices for preventing or reducing nonpoint sources pollution.
9. “Riparian Management Zone” or “RMZ” means land and vegetations areas next to lakes and streams where management practices are modified to protect water quality, fish and other aquatic resources. These areas are complex ecosystems that provide food, habitat, and movement corridors for aquatic (water) and terrestrial (land) communities as well as helping to minimize nonpoint sources pollution impacts to surface water.
10. “Silviculture” means the theory and practice of controlling forest establishment, composition, structure, and growth. Silvicultural practices consist of the various treatments that may be applied to forest stands to maintain and enhance their utility for any purpose.

## V. TERMS AND CONDITIONS

### Charter Term and Renewal

This Charter shall commence upon signing by all Signatories and continue in effect for a period of ten years. The Charter may be renewed for an additional 10-year term.

#### 1. General Provisions

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

Wisconsin law governs this Charter. Nothing is intended to be contradictory to or inconsistent with applicable Federal, State and Local laws, ordinances, regulations, or environmental standards in effect during the period of this Charter. This Charter does not bind the State Legislature and their actions affecting the Wisconsin Department of Natural Resources.

##### b) Severability

All covenants, terms, and conditions contained herein are severable, and in the event any competent court or agency shall hold any of them invalid, this Charter shall be interpreted as if such invalid covenants, terms or conditions were not contained herein. However, each Signatory shall have the right to terminate its participation in this Charter following the severing of any portion of this Charter.

##### c) Amendment

This Charter may be amended only in writing by agreement of all of its Signatories or their successors. Any amendment shall be consistent with and in furtherance of the objectives, terms, and conditions of this Charter. If an Amendment will increase the number or scope of provisions in the Charter, or materially alter the level and type of environmental performance, the Wisconsin

Department of Natural Resources shall provide an additional public notice and may provide an additional public information meeting as required by law.

d) Additional Signatories

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

e) Appendices

The Appendices of this Charter maybe modified by consensus to meet operational needs without formally amending the Charter provided any modification is consistent with and in furtherance of the objectives, terms, and conditions of this Charter. Before any modification to the appendices becomes effective, the Charter governing body will allow for a 30 day public comment period.

f) Involuntary Termination

The Wisconsin Department of Natural Resources may, after opportunity for a hearing, terminate this Charter if the Department determines that any Signatory to the Charter is in substantial noncompliance with the Charter. Any Signatory, subject to the provisions of ss. 19.36(8) and 23.38, Stats., who has evidence that the Signatories to the Charter are in noncompliance with the Charter may submit such information in writing to the Charter Board of Directors. Information concerning a Participant's non-compliance with the Charter will be considered by the Charter Board of Directors in evaluating the Charter and the performance of the participants.

g) Technical Contact

Each Signatory to this Charter shall provide, in writing to all participants, the name and contact information for an individual who will serve as the technical contact ("Technical Contact") for purposes of this Charter. The Technical Contact shall serve as the primary contact person for all negotiations, agreements and conflicts that may arise under this Charter and the Signatories agree to communicate and work through these Technical Contacts to the fullest extent practicable. If the Technical Contact changes for a Signatory, that Signatory will notify all participants of the change and identify the new Technical Contact as soon as possible, preferably within 5 business days.

h) Resolving Disputes

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

2. Annual Reporting of the Charter Organization

The Charter organization shall report annually to the public through the Wisconsin Department of Natural Resources on performance improvements and activities engaged in under the Charter. The Executive Committee of the Charter Organization will establish the date of the annual meeting. Other revisions originating from the Department of Natural Resources and/or other interested parties may also be included at the meeting. The metrics and measurements must be in alignment with the overall Purpose of the Charter and will be determined by the objectives of the agreement set for the following year. Compilation of the annual report will be done in consultation with all members of the Wisconsin Consulting Foresters. The annual report and supporting documentation will be submitted by February 1 of the following calendar year to the Department of Natural Resources' Sustainability and Business

Support Section via this email address: GreenTier@Wisconsin.gov and to the current DNR Point of Contact. Electronic submission is preferable.

3. Responsibility of the Wisconsin Department of Natural Resources  
The Wisconsin Department of Natural Resources will support the Charter by participating, supporting and collaborating with the Participants in:
  - a) The continuous improvement of alternative regulatory and non-regulatory methods that minimize or eliminate sediment and nutrients from entering the lakes, streams, and wetlands of Wisconsin.
  - b) Provide support in any mutually agreed upon area that promotes forest utilization and environmental protection.
  - c) Annual report to the Wisconsin Consulting Forester membership on efforts and accomplishments of the Wisconsin Department of Natural Resources in providing assistance to Wisconsin Consulting Foresters.
4. Open Meetings Law  
Meetings of the Charter Directors shall be subject to the provisions of applicable municipal and state Open Meetings laws.
5. Non-Discrimination  
In the performance of the services under this Charter, the Signatories agree not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin, or ancestry, income level, or source of income, arrest record, or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status.

## **VI. INTERESTED ENTITIES**

1. Governor's Council on Forestry
2. University of Wisconsin Extension, Forestry
3. Wisconsin Woodland Owners Association
4. Lakes States Lumber Association
5. Great Lakes Timber Professionals Association
6. Wisconsin County Forest Association
7. Natural Resource Conservation Service
8. United States Forest Service

## **VII. GENERAL PROVISIONS OF THE CHARTER**

### **A. Interpretation**

Wisconsin Law will govern the interpretation of this Charter.

### **B. Severability**

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

**C. Amendment**

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

**D. Construction**

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

**E. Access to records**

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

**F. Effective Date**

After completion of the public notice and public hearing process, this Charter shall become effective upon signature by both of the Parties.

**G. Termination**

- a) If WCF fails to fulfill its obligations under this Charter in a timely or proper manner, or violates any of its provisions, DNR shall have the right to terminate this Charter by giving 60 days' written notice of termination, specifying the alleged violations and the effective date of the termination. It shall not be terminated if upon receipt of the notice WCF promptly cures the alleged violation prior to the end of the 60-day period. WCF reserves the right to appeal any decision of DNR pursuant to this paragraph as provided for in s. 227.52, Wis. Stats., or any other applicable law.
- b) If DNR fails to fulfill its obligations under this Charter in a timely or proper manner, or violates any of its provisions or should DNR be unable or unwilling to fulfill its obligations hereunder, DNR shall have the right to terminate this Charter by giving 60 days' written notice of termination, specifying the alleged violations and the effective date of the termination. It shall not be terminated if, upon the receipt of the notice, DNR promptly cures the alleged violation prior to the end of the 60-day period.
- c) If this Charter is terminated by either of the Parties, DNR shall provide a reasonable time, not to exceed 120 days, for any entity that was a member at the time the Charter was terminated, and that requires a permit, license or other approval from DNR in the absence of the Charter, to complete and file the necessary paperwork to apply for the required permit, license or other approval. If the former member qualifies for the permit, license or other approval, DNR agrees to issue the approval within 90 days of completing any public notice, public comment or public hearing process, unless an extension of time is requested. The former member may continue to

operate in compliance with the conditions that were previously required under the Charter and their participation agreement pending final DNR action on the application for a permit, license, or other approval. However, during this time, no former member may seek protection under the Charter or existing law for any activity that causes harm to public health or the environment or that presents an imminent threat to public health or the environment.

**H. Term of Charter and Action Period**

This Charter will remain in effect for ten (10) years after its effective date unless either of the Parties terminates this Charter under the provisions of Section IX.G. The Charter may be extended for periods of up to ten (10) years with the written approval of the Parties.

**I. Identifying Point of Contact**

The Parties agree to provide a point of contact within their respective organizations for this Charter. That point of contact shall be identified by letter, and if the point of contact changes, a new point of contact shall be identified by letter.

**J. Future Effect**

The contract does not bind future legislatures and their actions or resource allocations pertaining to DNR.

**K. Warranty of Authority**

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

**VIII. APPENDICES**

The following appendices are hereby incorporated within the terms of this Charter:

- A. Wisconsin Consulting Foresters By-Laws
- B. Wisconsin Consulting Foresters Code of Ethics

**IX. WARRANTY OF AUTHORITY**

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

## **X. SIGNATURES**

The authorizing signatures for each Signatory to the Charter follow:

### **SIGNATORIES**

#### **Wisconsin Department of Natural Resources**

/s/ Cathy Stepp

Cathy Stepp, Secretary

02/04/2016

Date

#### **Wisconsin Consulting Foresters**

/s/ Don Peterson

Don Peterson, Chair

02/05/2016

Date

### **TECHNICAL CONTACTS**

Laurel Sukup, Wisconsin Department of Natural Resources

Ron Gropp, Wisconsin Department of Natural Resources

Don Peterson, Wisconsin Consulting Foresters

## **APPENDIX A – WISCONSIN CONSULTING FORESTERS (WCF) BY-LAWS**

### **Bylaws and Constitution Of the Wisconsin Consulting Foresters, Inc.**

#### **ARTICLE 1: NAME AND DESIGNATION**

1. The name of the association shall be the Wisconsin Consulting Foresters, Inc., hereafter called “Association.”
2. The official membership acronym shall be the letters WCF. An emblem or logo using these letters may be designed by the Executive Committee and changed over time by the action of the Executive Committee.

#### **ARTICLE 2: OBJECTIVES**

The objectives of the Wisconsin Consulting Foresters organization shall be:

1. To raise the professional standards and work performance of WCF members and all other consulting foresters.
2. To promote and practice sustainable forestry principles on all lands managed by WCF members.
3. To promote, develop and expand the services and recognition of WCF members to the public.
4. To serve as a forum for the exchange of information among WCF members and other resource professionals.
5. To serve on selected committees, task forces, or other forums to cooperate and collaborate on forestry-related issues of concern to WCF members.

#### **ARTICLE 3: ASSOCIATION STATUS AND EXEMPT PURPOSES**

1. The Wisconsin Consulting Foresters, Inc. (WCF) is a non-profit organization and designated as a 501 c (6).
2. No part of the net earnings of the Association shall enure to the benefit of, or be distributed to, its members or officers. The Association shall be authorized and empowered to pay, through its Executive Committee, reasonable compensation or payment for services rendered that further the objectives set forth under Article 2.

#### **ARTICLE 4: MEMBERSHIP**

1. Membership classifications shall be limited to Member, Candidate Member, Apprentice Member, and Retired Member.
2. Standards and procedures for membership shall be developed and presented to the full membership by the Executive Committee in accordance with the following sections.
3. All Members and Candidate Members shall be professional foresters whose primary income and principal activity is providing forestry consulting services on a fee or contract basis. Members and Candidate Members must be an owner, partner, stockholder, or employee in a forestry consulting firm.
4. All Members and Candidate Members shall have a minimum of a Bachelor of Science (4-Year) forestry degree from an SAF accredited college or university and at least two (2) years of practical forestry management experience. Apprentice Members must meet the same educational requirements as the other membership categories, but lack the two (2) years of practical forestry management experience.
5. Candidate Members may become full Members after one year and before three years upon successfully meeting requirements set forth by the Executive Committee and outlined in the application for membership
6. Apprentice Members may become full Members after completing two years of practical forestry management experience and successfully meeting requirements set forth by the Executive Committee and outlined in the application for membership.
7. Retired Members are those who maintained a full Member status for at least 5 years and no longer derive principle earned income from forestry consulting services due to “retirement” or a willing substantial decrease in providing consulting service, but wish to remain active in policy decisions and bring a vast knowledge base to the Association.
8. No Member, Candidate Member, Apprentice Member or Retired Member shall participate in any procurement activity or be associated with or have an economic interest in any wood-using or procurement entity wherein a personal conflict of interest may exist in serving the public.
9. Members, Candidate Members, Apprentice Members and Retired Members must abide by the WCF Bylaws and Code of Ethic at all times in conduct of professional and client relationships.
10. Members and Candidate Members must meet minimum insurance requirements and policy levels as set forth by the Executive Committee.
11. Membership shall terminate if membership requirements are no longer met or upon a felony conviction.

12. Fees and/or dues established by the Executive committee must be paid in order to maintain membership.
13. Only full WCF Members or Retired Members may use any logo developed by the association.
14. Members, Candidate Members shall be required to complete certain continuing education requirements as set forth by the Executive Committee.
15. Additional requirements and procedures for membership may be developed by the Executive Committee and amended to the membership application by a simple majority vote by the membership.
16. Members and Candidate Members shall be required to secure access to all lands for the WCF appointed mediator or resolution board, when a dispute complaint or grievance arises.
17. Members and Candidate Members must comply with minimum standards for written documents as set forth by the Executive Committee and approved by the general membership.

#### **ARTICLE 5: DUES AND FEES**

Dues and/or fees, as well as policies concerning payment of dues and fees, shall be established by the Executive Committee.

#### **ARTICLE 6: OFFICERS AND EXECUTIVE COMMITTEE**

1. An officer shall be a Full Member or Retired Member in good standing of the Association.
2. There shall be a minimum of three and a maximum of four officers of the Association. Officers of the Association shall be Chairman, Vice-Chairman, Secretary/Treasurer, and, if available, Immediate Past Chairman. These officers shall serve as the Executive Committee.
3. The Chairman shall preside at all meetings of the Association and shall have all duties and privileges normally reserved for the office of the Chairman.
4. In the absence or inability of the Chairman to serve, the Vice-Chairman shall succeed to the respective duties. Further vacancies among the officers shall be filled at the next association meeting by the membership.
5. Officers shall serve a two-year term and will be elected in even numbered years.
6. The Executive Committee shall be responsible for the business of the Association and shall have control over all funds.

## **ARTICLE 7: MEETINGS AND VOTING**

1. The Association shall conduct at least one business meeting annually. Association meetings are the responsibility of the Executive Committee.
2. The Executive Committee may meet more often as required by the Chairman.
3. Meetings of the Association shall follow the minimum agenda items shown below. Additional heading may be added as deemed necessary.
  - a. Welcome & Call to Order
  - b. Antitrust Statement
  - c. Reading of Previous Minutes
  - d. Treasurer's Report
  - e. Old or Unfinished Business
  - f. New Business
  - g. Adjournment
4. A quorum at the Association meetings shall constitute those members present and voting.
5. All meetings shall be conducted according to the latest edition of Robert's rule of Order.
6. Except for election to Membership, there shall be one vote for each Member, Candidate Member and Retired Member.
7. Voting for Candidate Members and Apprentice Members to Member status shall be by Members and Retired Members only.
8. Any election or issue, other than an amendment to the Bylaws or Code of Ethics, shall be determined by a simple majority vote of those members present at an association meeting.
9. Voting in elections shall be by a paper ballot of those members present at the annual Association meeting.
10. Amendments to the Bylaws or Code of Ethics shall require a 2/3 (67%) majority vote by the membership. Voting on proposed amendments to the Bylaws and Code of Ethics shall be done by secret ballot cast at a meeting, mailed, or E-mailed to the membership.

## **ARTICLE 8: ETHICS**

1. The members of the Association shall establish a written Code of Ethics and procedures for review and resolution of an alleged violation of the Code of Ethics by a member.
2. Any amendments to the Code of Ethics shall require a 2/3 (67%) majority vote by the membership.

3. In the event of a disagreement, complaint, or grievance brought by a Member, Candidate Member, Retired Member or an outside source, the Dispute Resolution Process shall be followed. The Dispute Resolution Process shall be adopted by the Executive Committee and approved by the general membership.

#### **ARTICLE 9: POLICY AND POSITION STATEMENTS**

1. Policy and position statements are those motions or resolutions that express the attitude or wishes of Association members concerning legislation, forestry programs, or other pertinent issues or activities of the Association. Policy and position statements shall supplement the Bylaws and shall serve as directives to the officers in conducting the affairs and expressing the official stand or opinion of the Association.
2. Policy or position statements may be proposed at any time by a member and submitted in writing to the Executive Committee. The Executive Committee shall review the proposed policy or position statement and decide whether it should be submitted to the membership for a vote by written or electronically submitted ballot. Upon receiving a 2/3 (67%) affirmative vote of those responding, the policy or position statement shall be adopted for a period not to exceed two (2) years.
3. Policy or position statements must be in accord with all currently existing policies and Bylaws of the Association.

#### **ARTICLE 10: AMENDMENTS TO BYLAWS AND CODE OF ETHICS**

Proposed amendments to the Bylaws or Code of Ethics may be proposed at any time by a member and submitted in writing to the Executive Committee. The Executive Committee shall review the proposed changes and decide whether or not to submit the proposed changes to the membership for a vote by written ballot. Amendments to the Bylaws or Code of Ethics shall require a 2/3 (67%) majority vote by the membership (see Article 7.10).

Appendix A: Revised March 2015

## APPENDIX B – WISCONSIN CONSULTING FORESTERS (WCF) CODE OF ETHICS

### Wisconsin Consulting Foresters Code of Ethics

These canons formulate the guiding principles of professional conduct for the Wisconsin Consulting Foresters (WCF) in their relations with each other, their landowner clients, their employers, the public, and with other foresters. Observance of these canons secures decent and honorable professional and human relationships, establishes enduring mutual confidence and respect, and enables the profession to give its maximum service.

These canons have been adopted by the membership of the Wisconsin Consulting Foresters and can only be amended by the membership. These canons apply to all membership categories. All members upon joining the organization agree to abide by this code as a condition of membership.

1. WCF members, while recognizing the landowner's rights and objectives, pledges to practice and advocate sound sustainable forestry practices and to advise landowners of the consequences of deviating from such standards. If a landowner chooses destructive forestry practices, WCF members agree to decline services to that landowner. In the event of a documented land-use change, WCF members may choose to provide services to a landowner and will seek to incorporate practices that protect other environmental interests.
2. WCF members will cooperate in extending the effectiveness of the forestry profession by exchanging information and experience with other foresters and by contributing to the work of forestry societies, associations, schools, and publications.
3. Professional work should come to a WCF member on the basis of their experience, competency, and reputation. Solicitation by criticism of competitors, self laudation, or lobbying is degrading to the profession and is unethical.
4. Sound science is the foundation of the forestry profession. WCF members pledge to Strive for continuous improvement of our methods and our personal knowledge and skills; to perform only those services for which we are qualified; and in the biological, physical, and social sciences to use the most appropriate data, methods, and technology.
5. Foresters have a responsibility to manage land for both current and future generations. WCF members pledge to practice and advocate management that will provide the variety of materials, uses, and values desired by landowners and long term sustainability of the land.

6. Public policy related to forests must be based on both scientific principles and societal values. WCF members pledge to use our knowledge and skills to help formulate sound forest policies and laws; to challenge and correct untrue statements about forestry; and to foster dialogue among foresters, other professionals, landowners, and the public regarding forest policies.
7. WCF members must avoid conflicts of interest and disclose any foreseeable conflict.
8. WCF members will not intentionally and without just cause, directly or indirectly injure the reputation or business of another forester.
9. If a WCF member has substantial and convincing evidence of unprofessional conduct of another forester, they will present the information to the proper authority for action.
10. WCF members will uphold the principle of appropriate and adequate compensation for those engaged in forestry work as being in the public interest and maintaining the standards of the profession.
11. Professional and civic behavior must be based on honesty, fairness, good will, and respect for the law. WCF members pledge to conduct himself/herself in a civil and dignified manner; to respect the needs, contributions, and viewpoints of others; and to give due credit to others for their methods, ideas, or assistance.
12. WCF members will follow sound and honest business principles. WCF members will refrain from offering or providing services beyond the scope of their education, experience and training.

Appendix B: Revised March 2015