



GREEN TIER CHARTER FOR SUPERIOR ENVIRONMENTAL PERFORMANCE WITH THE PRINTING INDUSTRY IN WISCONSIN

This Charter for superior environmental performance within the printing industry is entered into by the Wisconsin Department of Natural Resources, Specialty Graphic Imaging Association, Great Lakes Graphics Association, and Flexographic Technical Association, hereinafter collectively referred to as the "parties".

I. INTRODUCTION

- A. Specialty Graphic Imaging Association (SGIA), located in Fairfax, Virginia and founded in 1948, is the international association for specialty imaging providing imaging professionals with the tools and information needed to enhance their businesses.
- B. Great Lakes Graphics Association (GLGA), located in Pewaukee, Wisconsin and founded in 1886, promotes printing throughout Wisconsin, Illinois, and Indiana. GLGA is an affiliate of Printing Industries of America, the world's largest graphic arts trade association serving printing operations and associated industries that serve printing operations.
- C. Flexographic Technical Association (FTA), located in Bohemia, New York and founded in 1958, is dedicated to providing a platform for flexographers to network, learn, and exchange ideas for advancing the art and science of the flexographic print process.
- D. The Wisconsin Department of Natural Resources (DNR) is an administrative agency of the State of Wisconsin that is committed to providing a healthy and sustainable environment and protecting and enhancing the resources of the state for this generation and future generations.
- E. The Green Tier program, s. 299.83(7e), Wis. Stats., authorizes the DNR to issue an environmental results charter to an "association of entities" to assist Wisconsin businesses in participating in Tier 1 or Tier 2 or to take actions that may lead to superior environmental performance.
- F. The parties believe that implementing the Green Tier law with printing operations through this Charter will produce environmental results beyond what is likely under existing regulatory programs.
- G. The printer signatories (printer parties) have established goals and commitments for this Charter collaboratively with the DNR. Together, the parties identified key issues and will work together to address those issues. Such a precedent lends support to the Charter concept of better relations between government and business, while placing additional focus on achieving superior environmental performance and cost savings for both parties.

Therefore, the DNR finds that this Charter will provide for greater environmental protection than would be available absent this Charter and is, by virtue of these significant benefits, in the best interest of Wisconsin and its people.

II. OVERVIEW

- A. In general, the goals of the parties will be to:
- 1) Inspire beyond-compliance environmental performance by the printing industry in an economically feasible manner;
 - 2) Explore alternative approaches to address environmental performance that extend beyond regulatory requirements;
 - 3) Identify opportunities for improving regulatory efficiency;
 - 4) Encourage participation under the Green Tier program and the Sustainable Green Printing Partnership (SGP), and
 - 5) Improve relationships among all parties.

B. Within 24 months of signing this Charter, a joint evaluation will be made by DNR and the printer parties as to whether or not the program is fulfilling the commitments.

III. DEFINITIONS

A. "Department", "DNR", and "Department of Natural Resources" mean the Wisconsin Department of Natural Resources.

B. "EMS" means environmental management system. EMS is defined in s. 299.83(1)(b), Wis. Stats., to mean "an organized set of procedures to evaluate environmental performance and to achieve measurable or noticeable improvements in that environmental performance through planning and changes in operations."

C. "Green Tier Participant" means a business whose Tier 1 or Tier 2 application has been accepted by the Department.

D. "Printer parties" means the printer association signatories of this Charter.

E. "State" means the State of Wisconsin, acting through the Department of Natural Resources.

F. "SGP" means the Sustainable Green Printing Partnership, a program to reduce the environmental impact and increase social responsibility of the graphic communications industry through certification and continuous improvement of sustainability and best practices within all types of print manufacturing operations.

IV. PRINTER PARTIES COMMITMENTS

A. The printer parties agree to encourage Wisconsin printing companies to submit a Green Tier application for Tier 1 or Tier 2, if eligible under s. 299.83(3) and (5), Wis. Stats.

B. The printer parties who work with printing companies that are certified by SGP will notify the companies that SGP criteria, along with the supplementary criteria in Appendix A, satisfy the criteria for an EMS that is functionally equivalent to an ISO 14001 EMS as described in s. 299.83(1)(dg) Wis.Stats (only those companies certified under SGP may use the SGP criteria to qualify in this regards). Notification must be made by printer parties to the DNR of any changes to criteria of SGP that may impact their functional equivalency, at which time functional equivalency will be re-evaluated.

C. The printer parties will prepare and issue a press release via their respective distribution lists and outreach channels for each applicant that has been accepted into the Green Tier program, after DNR's notification to printer parties of acceptance. The press release will be tailored to reflect the environmental performance of the applicant. The press release shall be submitted to the DNR who may integrate it with their own outreach for distribution to the proper newspapers and media sources in the State as well as posting to their website. Prior to a printing company's acceptance into the Green Tier program, when a printing company first applies to the Program the DNR will issue an initial public notice/press release to local media informing the public of a Green Tier application. This notice shall also be provided to the printer parties who may distribute as appropriate via their outreach channels to local printing companies and to recognize those SGP participants that apply.

D. The printer parties agree to perform or retain a vendor(s) to perform annual training for printing operations and Green Tier participants regarding EMS, sustainability, and the Green Tier program. Training sessions may be held via webinar format, in-person at locations around the state, or through other means of reaching targeted Wisconsin printing companies. DNR agrees to provide available resources and will consult in the development of the training. The training would be on-going over the course of the agreement as necessary to accommodate new Green Tier participants and implement any new provisions of the Charter.

E. Prior to the beginning of each calendar year, the printer parties will develop specific goals, which will be tracked and reported in the following year. Goals may include: setting targets for the number of Tier 1 and Tier 2 applicants to bring into Green Tier program, developing more detailed guidance/suggestions for Continuous Improvement Project ideas, developing different types of outreach activities, etc.

F. The printer parties will submit an annual report to DNR by February 28th for the preceding calendar year (beginning with calendar year 2015) detailing progress toward each year's goals and include types of outreach activities conducted and number of participants reached in each activity.

G. The printer parties will develop an agreed-upon baseline and annual reporting form to capture important print-facility related sustainability metrics (emission and energy metrics) for Green Tier Participant printing companies to complete. The printer parties will compile and submit to the DNR an annual summary of the baseline results and sustainability improvements (air, waste, water, and energy) from these reports achieved by the Green Tier Participant printing companies.

H. The printer parties agree to promote General Permits, Registration Permits, the Environmental Results Program (ERP), and other regulatory tools and approaches DNR develops at the request of the printer parties under this Charter to printing operations throughout the state.

V. DNR COMMITMENTS

A. For the life of this charter the DNR will provide an employee of the Department to serve as the contact concerning any communications related to participation in the Charter and for technical assistance.

B. The DNR will provide access to senior level Department officials, as needed, to address business and regulatory barriers.

C. The DNR agrees to encourage participation by individual printing companies under the terms of this Charter and through the Green Tier program by identifying each Green Tier participant on the Green Tier web site maintained by the Department, providing a certificate to each Green Tier participant, and providing a Green Tier program logo for each Green Tier participant to use.

D. When sufficient need and interest is demonstrated by the printer parties,¹ the DNR will explore the feasibility of regulatory streamlining of the following for printing operations, some of which may only be specifically offered to those participating as Green Tier participants under Tier 2:

1. Streamlining rules affecting printing industries in Wisconsin, including ch. NR 422 (control of volatile organic compounds);
2. Creating and implementing new streamlined approaches to meet regulatory permit and compliance obligations of printers in Wisconsin;
3. Developing consistent methodology for reporting annual air emissions and opportunities to streamline the annual emission reporting requirement; and
4. Updating and maintaining existing streamlined regulatory approaches currently being utilized by printers in Wisconsin.

E. As a way to encourage Green Tier participants to apply for Tier 2 status, the DNR will engage in early

¹ Demonstration of the need for a specific action shall be provided via a written request from the printer parties to the DNR and include details such as the purpose or intended benefit of the action, the number of sources that would be eligible or benefit from the action, and the likelihood that sources would use the final product.

conversations about greater regulatory flexibility sought by a participant/applicant and will also offer increased opportunities for permit equivalency assessments and reduced inspection frequency.

VI. JOINT COMMITMENTS

- A. The parties shall develop and promote opportunities for printing operations, potential Green Tier and SGP participants, and active Green Tier and SGP participants to learn about new technologies, improved processes for more sustainable printing, new or revised regulations, and resources (financial, audit assistance, etc.) as well as fostering peer-to-peer assistance among Wisconsin printing companies as a way to demonstrate successful, sustainable actions and encourage continued and growing participation in Green Tier (via workshops, local and state association meetings, webinars, facility tours, etc.).
- B. The parties shall work together to develop and update support and guidance documents that help Wisconsin printing operations determine and comply with permit and other compliance requirements and improve their performance. This includes reviewing and updating the Technical Support Document for the Wisconsin Lithographic, Screen, and Digital Printing Industry. DNR shall contribute guidance on regulatory interpretation and printers shall contribute technical assistance. All parties shall develop calculation methods and factors for emissions. These documents will be promoted internally at DNR and externally to improve consistency and understanding of the requirements impacting the printing industry.
- C. The parties may develop additional recognition programs as appropriate, including ones that simultaneously promote Green Tier and SGP.
- D. The parties will update their respective websites to reflect the existence of this Charter, the relationship between Green Tier and SGP, **and the benefits that can be realized by participating in both programs.**
- E. **The parties will encourage participation in both Green Tier and SGP by eligible companies and promote the use of the crosswalk tools, Appendices A and B, to aid in program enrollment and participation.**

VII. GENERAL PROVISIONS

- A. **Enforcement.** Wisconsin law will govern this Charter.
- B. **Cooperative Policy Development.** The parties agree to consult and work together when appropriate on any state and federal legislation or regulations which might directly impact the terms of the Charter.
- C. **Severability.** All agreements and covenants contained herein are severable, and in the event any of them shall be held invalid by any competent court or agency, this Charter shall be interpreted as if such invalid agreements or covenants were not contained herein. However, either party shall have the right to terminate this agreement following the severing of any portion of this agreement.
- D. **Amendment.** This Charter may be amended only in writing by the signatories to this agreement or their successors. An Amendment of this Charter may require an additional public notice requirement after the parties have negotiated the new language. If the Amendment will increase the number or scope of incentives or if the Amendment will materially alter the level and type of environmental performance, then the DNR will provide an additional public notice and may provide an additional public information hearing.
- E. **Oversight.** In the case of changes needed to terms of Charter or problems that may arise, parties may convene for discussion as needed at the request of any signatory.
- F. **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 the printer parties to make any additional agreements with, or concessions

to, any other governmental or regulatory body.

G. **Effective Date.** After completion of the public notice and public hearing process, this Charter shall become effective upon signature by all parties.

H. **Termination.** If the printer parties fail to fulfill their obligations under this Charter in a timely or proper manner, or violates any of its provisions, the DNR shall have the right to terminate this Charter by giving thirty (30) 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, the printer parties promptly cure the alleged violation prior to the end of the thirty (30) day period. The printer parties reserve the right to appeal any decision of the DNR pursuant to this paragraph as provided for under Ch. 227.52, Wis. Stats., or any other applicable law.

If the DNR fails to fulfill its obligations under this Charter in a timely or proper manner, or violates any of its provisions, the printer parties shall have the right to terminate this Charter by giving thirty (30) 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, the DNR promptly cures the alleged violation prior to the end of the thirty (30) day period.

I. **Term of Charter and Action Period.** This Charter will remain in effect for ten (10) years after its effective date unless either party terminates this Charter under the provisions of Paragraph H of this section. The Charter may be extended for periods of up to ten years with the written approval of the parties.

J. **Identifying Point of Contact.** Each signatory to this Charter shall provide, in writing to every other signatory, the name and contact information for an individual who will serve as the contact for purposes of this Charter. The 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 contacts to the fullest extent practicable. If the contact changes for a signatory, that signatory will notify all other signatories of the change and identify the new contact as soon as possible, preferably within five (5) business days.

K. **Future Effect.** This contract does not bind future legislatures and their actions or resource allocations pertaining to the Department.

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

Signatures:



**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES**

By: /s/ Cathy Stepp
Cathy Stepp, Secretary

Date: 9/30/2015



SPECIALTY GRAPHIC IMAGING ASSOCIATION

By: /s/ Marcia Kinter
Marcia Kinter,
Vice President-Government & Business Information

Date: 9/30/2015



GREAT LAKES GRAPHICS ASSOCIATION

By: /s/ Joseph Lyman
Joseph Lyman, President

Date: 9/30/2015



FLEXOGRAPHIC TECHNICAL ASSOCIATION

By: /s/ Doreen M. Monteleone
Doreen M. Monteleone, Principal, D2 Advisory Group, Inc.
Sustainability Specialist, Flexographic Technical Association

Date: 9/30/2015

APPENDIX A

Supplement to SGP criteria to satisfy Green Tier EMS functional equivalency. SGP participants will have one year to demonstrate meeting these requirements.

SGP Criteria: <http://sgppartnership.org/sgppwordpress/wp-content/uploads/2016/09/2016-SGP-Certification-Criteria.pdf>

For satisfaction of the following subsection requirements of s. 299.83(1)(dg), Wis. Stats:

- “2. An analysis of the environmental aspects and impacts of an entity’s activities.” – A participant may use the Process Mapping Tool as guidance to select the aspects that are applicable to certain activities and identify the potential impacts of those aspects.
- “5. A process for setting environmental objectives and developing appropriate action plans to meet the objectives.” – **Applicable to facilities certified under the 2011 SGP Certification Criteria.** The Environmental Aspects and Impacts Ranking tool may be used as a way to prioritize aspects and set objectives accordingly in their Green Tier agreement to address what they determined to be their high priority aspects. **Participants are encouraged to establish the same or similar objectives as used in their SGP Continuous Improvement Project.**
- “8. A plan for taking actions to prevent environmental problems and for taking emergency response and corrective actions when environmental problems occur.” – A participant may use the Environmental Emergency and Prevention Plan (E2P2) as a template.
- “10. Procedures for control of documents and for keeping records related to environmental performance.” – **Applicable to facilities certified under the 2011 SGP Certification Criteria.** A participant must use a Document Control Procedure, such as the template provided, to ensure proper control of all documents required by the EMS and for keeping required records.
- “11. Environmental management system audits.” – A participant must use an **EXEMPLAR GLOBAL**-certified EMS auditor **or one first approved by the DNR** at the time intervals required by their Green Tier agreement, who will be assigned via SGP coordination.

For SGP participants, in addition to demonstrating the implementation of a functionally equivalent EMS within one year of the DNR’s acceptance of a Green Tier application, additional requirements apply (as described fully in s. 299.83, Wis. Stats) including:

- Tier 1 Green Tier participants must annually report to the DNR results of their EMS audits and progress towards meeting their selected objectives. **The SGP Annual Progress Report template may be used or follow Green Tier report guidance:** <http://dnr.wi.gov/topic/GreenTier/Reports.html>
- Tier 2 Green Tier participants, in addition to entering a participation contract with the DNR, must annually report to the DNR results of their EMS audits and environmental compliance audits. **The SGP Annual Progress Report template may be used or follow Green Tier report guidance:** <http://dnr.wi.gov/topic/GreenTier/Reports.html>



Amendment to Green Tier Charter for Superior Environmental Performance with the Printing Industry in Wisconsin – May 2017

The parties of the Printing Industry Charter are amending the Charter signed 9/30/15 to clarify certain elements, update references and augment the reciprocity of printing company participation in both Green Tier and the Sustainable Green Printing Partnership (SGP).

The signatories of the Printing Industry Charter agree to amend the Charter as follows:

- Revisions to Section VI (changes underlined):
 - D. – Section revised, as follows, to indicate that Green Tier and SGP program websites will be updated to reflect benefits of participation by printing companies in both programs: *“The parties will update their respective websites to reflect the existence of this Charter, the relationship between Green Tier and SGP, and the benefits that can be realized by participating in both programs.”*
 - E. – Section added, as follows, to indicate cross-promotion of both programs with use of Appendices A and B: *“The parties will encourage participation in both Green Tier and SGP by eligible companies and promote the use of the crosswalk tools, Appendices A and B, to aid in program enrollment and participation.”*
- Revisions to Appendix A (changes underlined):
 - SGP Certification Criteria were updated in 2016 so the reference link to the new criteria was updated: *<http://sgppartnership.org/sgppwordpress/wp-content/uploads/2016/09/2016-SGP-Certification-Criteria.pdf>*
 - Element #5 has been revised in the following ways due to the changes indicated below: *“5. A process for setting environmental objectives and developing appropriate action plans to meet the objectives.’ – Applicable to facilities certified under the 2011 SGP Certification Criteria. The Environmental Aspects and Impacts Ranking tool may be used as a way to prioritize aspects and set objectives accordingly in their Green Tier agreement to address what they determined to be their high priority aspects. Participants are encouraged to establish the same or similar objectives as used in their SGP Continuous Improvement Project.”*
 - The updated 2016 SGP criteria now require a process for selecting Continuous Improvement Projects, which is similar to environmental goals under Green Tier.
 - Language was added to indicate that the environmental objectives established by participants under Green Tier can mimic the Continuous Improvement Project established under SGP.
 - The updated 2016 SGP criteria now require a procedure for document control. The language regarding a document control procedure in Appendix A was revised, as follows, to reflect this change: *“10. Procedures for control of documents and for keeping records related to environmental performance.’ – Applicable to facilities certified under the 2011 SGP Certification Criteria. A participant must use a Document Control Procedure, such as the template provided, to ensure proper control of all documents required by the EMS and for keeping required records.”*
 - Auditor certification authority for ISO 14001 has changed from RABQSA to EXEMPLAR-GLOBAL. The reference towards this organization name was updated accordingly. Language was also added that DNR may approve other auditors. Update reads: *“11. Environmental management system audits.’ – A participant must use an EXEMPLAR GLOBAL-certified EMS auditor or one first approved by the DNR at the time intervals required by their Green Tier agreement, who will be assigned via SGP coordination.”*
 - References were added for the Green Tier annual report guidance and the updated SGP report template, which co-participants can use to fulfill reporting requirements of both programs. Language reads: *“Tier 1 Green Tier participants must annually report to the DNR results of their EMS audits and progress towards meeting their selected objectives. The SGP Annual Progress Report template may be used or follow Green Tier report guidance: <http://dnr.wi.gov/topic/GreenTier/Reports.html>”* and *“Tier 2 Green Tier participants, in addition to entering a participation contract with the DNR, must annually report to the DNR results of their EMS audits and environmental compliance audits. The SGP Annual Progress Report template may be used or follow Green Tier report guidance: <http://dnr.wi.gov/topic/GreenTier/Reports.html>”*
- Creation of Appendix B:

- Appendix B is a crosswalk document, developed for those in Green Tier considering SGP, to list the primary differences between the program requirements that need to be fulfilled for participation in SGP.
- To aid in easier participation in both programs, the SGP Annual Progress Report template was modified to include elements required in the Green Tier annual report, allowing co-participants to use one report to fulfill the annual reporting requirement of both programs.



By: /s/ Cathy Stepp
Cathy Stepp, Secretary
Wisconsin Department of Natural Resources

Date: May 4, 2017



By: /s/ Marcia Kinter
Marcia Kinter, Vice President of Government & Business Information
Specialty Graphic Imaging Association

Date: May 4, 2017



By: /s/ Joseph Lyman
Joseph Lyman, President
Great Lakes Graphics Association

Date: May 5, 2017



By: /s/ Doreen M. Moteleone
Doreen M. Monteleone, Sustainability Specialist
Flexographic Technical Association
Principal, D2 Advisory Group, Inc.

Date: May 5, 2017

Identification of Environmental Aspects

Purpose

In order to understand and manage their actual and potential environmental impacts, companies need to identify the environmental aspects of their activities, products, and services as they fall within the scope of their Environmental Management System (EMS) or Sustainable Management System (SMS), as known by Sustainable Green Printing Partnership (SGP) participants.

Procedure

1. Using process mapping (or input/output flow charts), the Sustainability Committee identifies the basic manufacturing and supporting operations that fall within the scope of the EMS/SMS.
2. The Sustainability Coordinator arranges for the environmental aspects of these operations to be identified by a team of several employees from the operation in question, using the process mapping approach where feasible and under the oversight of the Sustainability Coordinator or a committee member where appropriate.
3. Environmental aspects and their actual or potential impacts are listed by operation.

Frequency

This procedure is repeated annually to ensure that any new environmental aspects are identified.

Process Mapping Tool

Inputs:

Energy
Image Carrier Materials (plates, mesh, tape)
Proofing Materials (substrate and inks)
Pre-Press Chemicals
Shop Towels/Wipes
Containers
Water



Pre-Press



Outputs:

VOC/HAP Emissions
Waste Chemicals
Used Shop Towels/Wipes
Solid Waste Materials (empty containers,
image carriers and proofs, etc.)
Waste Electronics
Waste Water

Inputs:

Energy
Inks and Coatings
Substrates
Shop Towels/Wipes
Containers
Adhesives
Fountain Solution and Additives (litho only)
Cleaning Solutions (solvents and other cleaners)
Water



Production Operations



Outputs:

VOC /HAP Emissions
Waste Ink and Coatings
Waste Product
Waste Chemicals
Used Proofing Substrate
Production Substrate Waste
Used Shop Towels/Wipes
Other Solid Waste (empty containers, etc.)
Spent Solvents and Other Cleaning Solutions
GHG Emissions
Waste Water

Inputs:

Energy
Finishing Materials
Finishing Chemicals (inks, adhesives, coatings, etc.)
Screen Reclamation Chemistries
Shop Towels/Wipes
Water



Post Press/Finishing



Outputs:

VOC/HAP Emissions
Spent Finishing Materials
Spent Chemicals
Trimmings (Substrate)
Used Shop Towels/Wipes
Other Solid Waste
Waste Water

Inputs:

Energy	Parts Washer Solvent
Water	Maintenance Chemicals
Shrink Wrap	Cleaning Materials
Boxes	Landscaping Activities
Shipping/Receiving Materials	Cafeteria Activities
Transportation Activities (fleet, third party, employees)	

Building Operations
Shipping/Receiving

Outputs:

- Broken/Empty Containers (aerosol cans, etc.)
- Packaging and Other Solid Waste
- Used Parts Washer Solvent and Other Cleaning Solutions
- Used Pesticides
- Used Oil and Coolant
- Other Chemical Waste
- Used Light Bulbs
- Used Batteries
- Food and Food Packaging Waste
- Transportation Emissions
- GHG Emissions
- Waste Water

ENVIRONMENTAL ASPECTS AND IMPACTS RANKING

Green Tier requires that an organization’s Environmental Management System (EMS) (also known as a Sustainable Management System (SMS) to Sustainable Green Printing Partnership (SGP) participants) have a process for setting environmental objectives and an action plan to meet those objectives. The following worksheets assist in evaluating the significance of identified aspects, a method helpful for ranking the aspects in order to set environmental objectives. The objectives established may then be used for the Continuous Improvement Project (CIP) under the SGP, which in turn may serve as an action plan under Green Tier.

WORKSHEET 1

For each aspect and impact, score each prioritization criterion on a scale from 1 to 5. Five (5) indicates the criterion is very important or relevant to that aspect (for example, the aspect is strictly regulated or highly hazardous) and 1 indicates the criterion is relatively unimportant. *Add sheets as necessary to rank all aspects.*

		Prioritization 0=Not applicable 1=Low 2=Low/Moderate 3=Moderate 4=Moderate/High 5= High									Cost 1=High 5=Low	
Activity/ Product/ Service	Environmental Aspect/ Impact	Regulatory / Legal concerns	Environmental consequence	Health & Safety consequence	Likelihood of occurrence	Frequency of occurrence	Customer interest	Potential for harm to public image	Ease of implementation	Potential to reduce or avoid costs	Cost of implementation	Score (Sum of scores)
1.												
2.												
3.												
4.												
5.												
6.												

NOTE: Many use ‘volume’ and ‘toxicity’ as criteria, particularly in ranking waste streams. These criteria may also be considered under “Environmental consequence” or “Health & Safety consequence.”

WORKSHEET 2

A Simple Matrix Approach in which everything that is regulated is significant yet the numerical ranking reflects gradations in significance.

Aspect	Regulated	Volume	Toxicity	Health Impact	Nuisance	Cost 1=High 5=Low	Total	Significant? <i>(aspect considered significant if score is > 12)</i>

KEY: 5 = High 3 = Medium 1 = Low 0 = Not applicable

Environmental Emergency & Prevention Plan (E2P2)

Green Tier requires that a participant must establish, implement and maintain a plan for taking actions to prevent environmental problems as well as establishing plans for emergency response and corrective actions when environmental problems may occur.

Section I –General Responsibility

The Environmental Emergency & Prevention Coordinator, (NAME OF RESPONSIBLE PARTY), has the authority and the responsibility for implementing and maintaining this environmental emergency & prevention plan (E2P2) for (FACILITY NAME).

The Environmental Emergency & Prevention Coordinator (or alternate) has full authority to commit resources needed to respond to environmental emergencies at FACILITY NAME and to direct other trained employees to assist in the implementation of this E2P2.

The Environmental Emergency & Prevention Coordinator (or alternate) will be onsite or on-call at all times to coordinate emergency response activities and will be thoroughly familiar with this E2P2, the operations and activities occurring at FACILITY NAME, the location of hazardous chemicals and wastes stored and/or used onsite, and the location of all appropriate records associated with the materials and processes.

Managers and supervisors at FACILITY NAME are responsible for understanding and ensuring compliance of the E2P2 for their individual work areas. A copy of this E2P2 is available from each manager and supervisor or the employer.

Section II – Prevention of Environmental Problems

Environmental Risk Assessment

Periodic assessments to identify and evaluate environmental risks shall be performed by the Environmental Emergency & Prevention Coordinator (or alternate) according to the following schedule:

1. When the E2P2 is initially established
2. When new substances, processes, procedures or equipment which present potential new environmental risks are introduced into our operation
3. When new, previously unidentified environmental risks are discovered
4. When environmental problems occur

E2P2 Training

FACILITY NAME will provide awareness training to all employees on general environmental risks that may be present at FACILITY NAME as well as instruction on the E2P2 established for FACILITY NAME.

The E2P2 training provided will include:

- An overview of the E2P2
- An overview of the Environmental Emergency Response Plan
- Proper storage and handling of hazardous chemicals and materials and promptly cleaning up spills or containment of releases
- How to report hazardous chemical spills and releases
- Employee awareness of potential environmental risks
- Manager and supervisor training on how to recognize environmental risks and proper response/corrective actions

E2P2 training will be provided as follows:

- All new employees will receive E2P2 training prior to their first assignment
- Any employee given a new job assignment which requires E2P2 training not previously provided will receive the proper E2P2 training prior to starting their new assignment
- Whenever new substances, processes, or procedures are introduced to the workplace that represents a potential for environmental risks as determined by the Environmental Emergency & Prevention Coordinator, FACILITY NAME will provide the proper training
- Whenever the employer is made aware of a new environmental risk not previously addressed and for which training is required as determined by the Environmental Emergency & Prevention Coordinator

Environmental Risk Assessment/Corrective Action Report

Date of assessment: _____

Person conducting assessment: _____

Workplace areas assessed: _____

Environmental risks discovered: _____

Corrective action taken: _____

Section III – Emergency Response

This E2P2 is designed to prevent or minimize environmental threats such as releases or spills of hazardous materials, waste, or pollutants to the air, soil or surface water.

As necessary, FACILITY NAME will coordinate with applicable State and/or local authorities to provide emergency response services and/or assistance, and will document the identity of the authority services available to respond.

Name/Contact of Response authorities: _____

When an environmental threat has been reported or discovered the following response(s) will be implemented as deemed necessary by the Environmental Emergency & Prevention Coordinator.

- Alert facility personnel and management of the incident
- Identify the hazardous material or substance spilled or released, the source of the spill/release, the amount spilled/released
- Assess possible direct and indirect hazards to the environment and identify any threatened resources
- Remove exposed personnel from the affected area if an imminent hazard exists that cannot be immediately abated
- Alert the Department of Natural Resources (800-943-0003) and/or the National Response Center (800-424-8802) of spill incidents when there is an exceedance of a state and/or federal reportable quantity of hazardous substances or oil/petroleum. More information: <http://dnr.wi.gov/topic/Spills/report.html>, <http://www2.epa.gov/epcra/consolidated-list-lists>, and <http://www2.epa.gov/emergency-response/reporting-requirements-oil-spills-and-hazardous-substance-releases>
- If appropriate, immediately notify outside response authorities for assistance or instructions
- Mobilize all spill/release materials and resources and take all necessary steps to stop, contain and clean up spills/releases
- If possible, collect any spilled/released materials or substances
- Secure equipment, containers, and/or operations associated with the spill/release
- Monitor equipment, containers, and/or operations associated with the spill/release for any leaks, continued releases or other issues
- As necessary provide cleanup, proper storage and/or disposal of recovered waste or contaminated materials that resulted from the incident

Section IV – Corrective Actions

Environmental Threat Investigations

Procedures for investigating environmental threats as a result of a hazardous material spill/release include:

- Interview employees involved with the spill/release
- Examine the workplace for factors associated with the spill/release
- Identify the chemicals, materials and/or substances associated with the spill/release
- Determine the cause of the spill/release
- Determine the best applicable corrective action to prevent the incident from reoccurring
- Amend the Environmental/Sustainability Management System to ensure that conditions which led to the spill or release are corrected
- Document the investigation findings and actions taken

Environmental Threat Corrections

Every spill/release of hazardous chemicals or materials will be corrected in a timely manner based on the individual circumstances and severity of the incident, as determined by the Environmental Emergency & Prevention Coordinator of the incident. Unless otherwise determined, the following schedule for corrections will be used:

1. Immediately when the spill/release is discovered and when it is safe to do so or as soon as practical following response efforts
2. As soon as practical when an imminent circumstance prevents immediate correction without endangering employee(s) and/or property

Corrective Action/Investigation Report

Date & time of spill/release: _____

Workplace location: _____

Description of spill/release: _____

Materials or substances involved: _____

Employees involved: _____

Corrective actions taken: _____

Preventative action recommended: _____

Document Control (DC) Procedure

Purpose: This procedure establishes a process for the review, distribution, and implementation of documents that describe and control the Sustainability Management System (SMS), also referred to as an Environmental Management System (EMS). The procedure applies to the following documents, including revisions, which must be controlled:

- SMS/EMS manual
- Facility-wide environmental procedures
- Process-specific or activity-specific procedures, work instructions, and forms
- Checklists and drawings used for SMS/EMS purposes

Responsibility: The control of the SMS/EMS manual and all facility-wide procedures and records is the responsibility of **Name of Responsible Party** (the SMS/EMS Coordinator or designated alternative). The control of process or activity specific procedures and records is the responsibility of **Name of Responsible Party** (the applicable area or functional manager).

Procedure:

- 1) To prevent unauthorized changes to this document only the SMS/EMS Coordinator has SMS/EMS edit privileges. Approval by the SMS/EMS Coordinator is also required for any document required as part of the SMS/EMS.
- 2) To ensure use of the most recent SMS/EMS and all associated documents required by the System, the Sustainability Committee must maintain a revision history record using Form DC-1. The version/revision status must be identified on each document after any updates occur. In addition, the Sustainability Committee must designate a single SMS/EMS manual as the authoritative version. This version may be kept electronically.
- 3) The Sustainability Committee must notify co-workers of changes to the SMS/EMS and associated documents to ensure all co-workers have access to the most recent versions.
- 4) The Sustainability Committee must review the necessity of all external documents, identify and monitor their distribution.
- 5) The Sustainability Committee must retain all SMS/EMS documents for a period not less than 5 years. The Committee must identify and control obsolete documents.

Frequency: Review, update, and amend the SMS/EMS and associated documents as needed.

Records: **Name of Responsible Party** maintains current and outdated SMS/EMS manuals and records required of the SMS/EMS in **his/her** office.

