



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

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.

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 and the relationship between Green Tier and SGP.

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/sgp-resources/NEW_SGP_Certification_Criteria_12-29-14.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.” – [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.
- “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.” – 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 RABQSA-certified EMS auditor 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.
- 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.