



Participation Contract for Superior Environmental Performance with Bosch Packaging Technology, Inc., New Richmond and Shell Lake Facilities

This Participation Contract (Contract) for Superior Environmental Performance is entered into by the State of Wisconsin through its Department of Natural Resources (“WDNR”) and Bosch Packaging Technology, Inc., (Bosch) New Richmond and Shell Lake, August 14, 2012.

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I. Introduction

- A. The State of Wisconsin is committed to providing a healthy and sustainable environment, and to protecting and enhancing the resources of the state for this generation and for generations that follow.
- B. There is a growing consensus that continuing to interact with businesses using traditional approaches is not producing the greatest environmental benefit for the investment of resources.
- C. Section 299.83 of the Wisconsin Statutes authorizes the WDNR to enter into a Participation Contract to assist the entities in achieving superior environmental performance.
- D. Bosch has implemented an Environmental Management System (EMS) certified to ISO 14001 and the EMS is appropriate to the nature, scale, and environmental impacts of Bosch Packaging

Technology, Inc. operations at each covered facility and activity within those facilities. A copy of the Bosch EMS ISO 14001 certification is attached as Appendix 1.

- E. Bosch Packaging Technology, Inc. has identified each facility and activity that it intends to include under this Contract in Appendix 2.
- F. The WDNR has reviewed the proposal for superior environmental performance and has determined that the co-benefits identified in this Contract are proportional to the benefits of the superior environmental performance.

Therefore, in order to produce continuous improvement in the state's environment, economy and quality of life, the WDNR and Bosch Packaging Technology, Inc. agree to this Contract and its terms as set forth below.

II. Overview of Work to Be Done

A.) Environmental Management System

- 1.) Bosch agrees to provide a copy of the table of contents of its Environmental Management System ("EMS") to the WDNR. Bosch also agrees to provide the results of its last EMS audit within 30 days after this contract is executed by all parties. In addition, beginning August 1, 2013 and continuing until the end of this contract, Bosch will provide, on an annual basis, any additional information on EMS audits which are completed as well as a summary of the corrective actions taken along with the timelines for the corrective actions, and the current status of those corrective actions, and any remaining non-conformances.
- 2.) Bosch agrees to provide a summary of the results of each management review of the EMS to the WDNR as a part of the Green Tier annual report.
- 3.) Bosch agrees to maintain its EMS for the life of the contract and beginning August 01, 2013 shall annually provide evidence of the certification of its EMS under ISO 14001 as a result of the annual EMS audit, conducted by an independent 3rd party, of the system. In the event that Bosch chooses not to maintain the ISO certification, Bosch Packaging Technology, Inc. agrees to annually document that its system is functionally equivalent to ISO 14001.
- 4.) Bosch agrees to review its EMS at least annually, and to provide to the WDNR any new objectives that are selected.
- 5.) If any non-conformances are found during the annual EMS audit, conducted by an independent 3rd party, at the facilities, Bosch agrees to provide a written notification to the WDNR Single Point of Contact (SPOC), which includes a description of measures that will be taken to prevent future non-conformances and a timeline for addressing all non-conformances within 90 days after the completion of the EMS audit. If the non-conformance is considered Major, Bosch will provide proposed stipulated penalties if the period for correcting the Major non-Conformances (Section VI Definition) will take more than 90 days from the date of submittal of the report of the non-conformance and the proposed compliance schedule are not met.

B.) Annual Compliance Audit (Section VI Definition)

- 1.) Bosch agrees to conduct a compliance audit on an annual basis with requirements that are applicable to the covered facilities and activities.
- 2.) Bosch agrees to provide the WDNR SPOC notice of any compliance audits. The Department agrees that it will not seek enforcement of any noncompliance matters discovered by the Department as a result of such compliance audits provided Bosch complies with the reporting requirements under Wis. Stat. sec. 299.83(6m)(a). Bosch agrees to provide a summary of the compliance audit assessment results to the WDNR SPOC within 90 days after the completion of the audit. Included in the results shall be a description of all deviations and a description of corrective actions to be taken – along with a timeline for the corrective actions and a description of measures that will be taken to prevent future deviations.
- 3.) In the event the timeline for corrections in Section II. B., exceeds 90 days, Bosch agrees to include proposed stipulated penalties for failure to meet the proposed compliance schedule along with the description of corrective actions and the timeline. The WDNR agrees to review the stipulated penalties proposed and either accept them or offer up other stipulated penalties. Any disputes on proposed stipulated penalties shall be resolved in accordance with Wis. Stat. sec. 299.83(6m)(c). The parties agree to use their best efforts to reach agreement on stipulated penalties, but failure to reach agreement shall not be used as grounds to terminate this agreement.
- 4.) In the event a participant discovers a violation, other than through an audit conducted under II (A) or (B) the participant may, no more than 30 days after discovering the violation, submit a report to the DNR SPOC that includes the requirements outlined in II B.

C.) Superior Environmental Performance

- 1.) As part of Bosch’s application for a Tier II Contract, Bosch Technology, Inc. has demonstrated a history of superior environmental performance. This demonstration is attached as Appendix 3, “Past and Current Environmental Performance”.
- 2.) In addition, Bosch commits to implementing the measures described in Appendix 4 “Future Commitments” that are designed to produce superior environmental performance. Bosch will provide an update to Appendix 4 on an annual basis beginning August 1, 2013.

III. Developing an Interested Persons Group

- A. Bosch Packaging Technology, Inc. commits to maintaining an interested persons group to provide a process to increase transparency and trust in this Tier 2 contract. The interested persons group will consist of persons, who live, own a business or work within a reasonable proximity to the facilities which are participating under this Contract, or who otherwise have an interest in the workings of this Contract.
- B. Bosch will meet with this group on a semi-annual basis to solicit public comments concerning participation under this Contract. A representative from Bosch will take notes during these meetings. These notes will be compiled into a summary of the information discussed at each meeting. Bosch will review the summary internally before providing them in draft form to the interested persons group and WDNR representatives. Interested group members will have an opportunity to approve or suggest corrections to the summary at the next meeting. Once approved by the interested persons group, a copy of the summary will be filed at the Bosch offices and a copy of the summary may be posted on a website for public viewing.

- C. The parties will review the Interested Persons Group after one year. The interested person group participation is voluntary for the participants and individuals participating in the group. This group is subject to change over the course of this contract Bosch shall make a concerted effort to maintain a viable interested parties group. If Bosch has taken reasonable steps to secure participation in the Interested Persons Group, and has been unable to generate interest in this group, the parties shall consider other options, including suspending the Interested Persons Group.

IV. Specific Commitments

- A. Bosch will submit an annual report to WDNR by August 1 of each year during the term of this contract which describes the environmental impacts from Bosch's operation which have been reduced due to its efforts, progress on meeting environmental goals and objectives, environmental performance assessment results and an estimate of the financial benefits of participating in the contract and any developments in community relations.
- B. Prior to the beginning of each reporting year, the parties will jointly agree on the specifics for what will be tracked and reported in the following year. These specifics will link to the objectives set for the year, and any corrective actions that become necessary following a performance assessment. Notwithstanding B. above, Bosch Packaging Technology, Inc. commits in particular, to working towards those commitments outlined in Appendix 4.
- C. As a part of the annual report, Bosch will provide a summary of any communications to significant suppliers and customers, related Bosch Environmental Policy, and efforts/discussions related to what can be done to continue to reduce environmental impacts of manufacturing to achieve sustainability goals.

V. Department of Natural Resources' Commitments and Co-Benefits

The WDNR finds that this Contract will provide for greater environmental protection and enhancement than would be available absent this Contract and is, by virtue of these significant benefits, in the best interest of Wisconsin and its people. The WDNR accordingly agrees that:

- A.) Operational Flexibility and Co-Benefits. In order to support and further Bosch's commitment to superior environmental performance, and in exchange for the commitments to superior environmental performance the parties jointly agree on the following benefits:
- Ongoing efforts that may include changes as Amendments to this Contract.
 - Support innovative approaches that intend to enhance superior environmental performance ideas offered by both parties, which may include but not limited to variances, waivers, alternative permitting concepts, or other innovative ideas. In addition the WDNR will become a party to any discussions, negotiations or legal proceedings with the United States Environmental Protection Agency ("USEPA") or any other person or entity.
 - Bosch reserves the right to request reduced inspection frequencies, should the company decide to renew after the term of this initial contract. Federal inspection frequencies are not affected by any future decisions.
- B.) In exchange for Bosch's fulfillment of their obligations under this Contract, the WDNR will not seek to bring any enforcement action, issue any order or seek any judgment related to the environmental responsibilities covered under this Contract against Bosch. Any violations of the terms of this contract will be dealt with under Section VII (H) of this contract.

C.) If Bosch reports monitoring results (or other record-keeping results) that would trigger a notice of violation, or performs a performance assessment and discovers any violation, the WDNR shall not initiate a regulatory response to the alleged violation if the alleged violation is cured and the environmental management system is modified in such a way so that a future violation does not occur. In order to receive the benefit of this section, Bosch must notify the WDNR SPOC of the deviation which is the basis for the alleged violation, describe the actions that will be taken to correct the alleged violation, commit to correct the alleged violation within 90 days, or if compliance cannot be achieved within 90 days propose a compliance schedules and propose stipulated penalties if the compliance schedule is not met. Additional time may be provided by agreement of the parties.

D.) If stipulated penalties are agreed to under II.B.3, the parties agree to amend this contract to include the stipulated penalties. The amendment should specify the amount, what triggers payment, the method for collecting, and who the payment shall be made to.

E.) If the problem is not completely corrected, or similar violations occur in the future, the WDNR may issue a notice of violation with or without terminating this contract. In order to determine whether a second event that would trigger a notice of violation is a continuation of an uncorrected earlier event, the WDNR shall examine the corrective actions taken by the participant and determine whether they were reasonably designed and implemented.

F.) WDNR will provide a sector specialist and/or a unique point of contact within the agency to Bosch during the life of this Contract.

G.) WDNR authorizes the use of the Green Tier Program logo on written materials promoting the covered facility(s) or activities.

H.) WDNR and Bosch agree that no variances, modifications, or alterations to existing permit conditions applicable to the participating Bosch facilities have been included as part of this Contract. Both parties agree that Bosch Packaging Technology, Inc. may at any time during the term of this contract, request to renegotiate such terms or conditions.

VI. Definitions

“Environmental Management System (EMS)” means 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.

“Major non-Conformance” can mean not having completed an internal audit of the entire EMS, no management review, no corrective actions closed out, or no legal/regulatory compliance assessment. Typically, a nonconformance is classified as major when there is a complete breakdown of an ISO 14001 system element, or when the nonconformance to ISO 14001 requirements poses a serious risk to the environment.

"Compliance Audit" A term meaning a systematic, documented and objective review, conducted by or on behalf of the owner or operator of a facility, of the environmental performance of the facility, as it relates to evaluating compliance with applicable permit/regulatory requirements. Per requirements of Section II B.

“State” and “State of Wisconsin” means the State of Wisconsin, acting through the Department of Natural Resources.

“WDNR” means the Wisconsin Department of Natural Resources.

“WDNR Single Point of Contact (SPOC)” means the sector specialist and/or a unique point of contact within the agency assigned to Bosch Packaging Technology, Inc. during the life of this Contract.

“Bosch Packaging Technology, Inc. (Bosch)” those operations included as part of this contract (Appendix 2)

VII. General Provisions

Enforcement. This contract is governed by Wisconsin law. The parties agree that it may be enforced as a contract by (a) the Attorney General (for Wisconsin) and (b) Bosch, acting through its authorized representatives in the Circuit Court in Dane County, Wisconsin. The commitments made in this Contract may be specifically enforced and the court may also order any other appropriate remedy consistent with law. The parties acknowledge that they are subject to the personal jurisdiction of Dane County Circuit Court for the purposes of enforcing this Contract. The parties consent to the jurisdiction of Dane County Circuit Court for the purposes of enforcing the commitments under this Contract.

All agreements and covenants contained herein are severable, and in the event any of them shall be held invalid by any competent court, this Contract shall be interpreted as if such invalid agreements or covenants were not contained herein.

This Contract intends to parallel, to the extent possible, the timing laid out in any existing permits.

Amendment. This Contract may be amended only in writing by the principals to this agreement or their successors. An Amendment of this Contract may require an additional public notice requirement after the parties have negotiated the new language. If the Amendment is largely a technical amendment, no additional public notice will be required. If the Amendment contains substantive additions to, or changes to the Contract, the parties agree that the WDNR will provide an additional public notice and may provide an additional public information meeting.

Construction. This Contract 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 Contract, nothing herein shall be construed to impose a duty of obligation on Bosch Packaging Technology, Inc. to make any additional agreements with or concessions to any other governmental or regulatory body.

Activities Covered Under this Contract. Bosch Packaging Technology, Inc. commits to abide by all current applicable environmental requirements. Any provisions of permits or approvals covered by this Contract that are not specifically superseded in Section V.A. shall remain in effect. The Company also commits to abide by all future applicable environmental requirements in accordance with applicable law including any and all exemptions, variances or deviations allowed by such law.

Access to Records. Subject to any legally recognized privilege and reasonable notice, the WDNR will be permitted access during office hours to inspect and copy all documents and other records that are in the possession or under the control of Bosch which may be necessary to verify compliance with the contract.

Termination. If Bosch Packaging Technology, Inc. fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, the WDNR shall have the right to terminate this Contract 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, Bosch promptly cures the alleged violation prior to the end of the thirty (30) day period. Bosch reserves the right to appeal any decision of the WDNR pursuant to this paragraph as provided for under Ch. 227, Wis. Stats., or any other applicable law. Notwithstanding this provision, Bosch may seek to directly enforce this contract in the Circuit Court for Dane County in accordance with Section VII (A).

Either party hereto may terminate this Contract at any time by giving the other party written notice thirty (30) days prior written notice sent to the respective Point of Contact person identified by each in accordance with the provisions of this Contract.

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

If this Contract is terminated by either party, the WDNR shall provide a reasonable time, not to exceed 180 days, for Bosch to fill out the necessary paperwork and request any required permits, licenses or other approvals. However, during this time, Bosch may not seek protection under the Contract or existing law for any activity that causes substantial harm to public health or the environment or that presents an imminent threat to public health or the environment.

Remedies. The parties agree that the following remedies shall be used to address violations of this contract, or violations of environmental laws or rules that are covered under this Contract. The parties also agree that the use of this section shall be preferable to terminating the Contract, and pursuing Bosch under state law or rule.

For a violation of any requirement of this Contract, Bosch agrees to provide at least \$500 to fund an environmental restoration or acquisition project in the community in which the covered facility or activity operates. This citation does not include items not in the contract, such as permit or other environmental regulatory obligations.

Term of Contract and Action Period. Unless terminated earlier in accordance with the provisions of the above section entitled "Termination", this Contract will remain in effect for five (5) years. The Contract may be extended for periods of up to five (5) years with the approval of the parties.

Identifying Point of Contact. The parties agree to provide a point of contact within their respective organizations for this Contract. That point of contact shall be identified to the other party by letter, and if that point of contact changes, a new point of contact shall be identified by letter.

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

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IN WITNESS WHEREOF, the parties by their signatures shall cause this contract to be in effect until August 14, 2017.

Signed for and on behalf of: State of Wisconsin
Department of Natural Resources



By: /s/ Matt Moroney for Cathy Stepp Date: 08/14/2012
Cathy Stepp
Secretary

Signed for and on behalf of: Bosch Packaging Technology, Inc.



BOSCH
Invented for life

By: /s/ Pres Lawhon Date: 08/14/2012
Pres Lawhon
President

Appendix 1

ISO 14001 Certification

Attachment 3A

certificate of registration



This is to certify that the management systems of

Bosch Packaging Technology

have been formally assessed by International Certifications and found to comply with the requirements of

ISO 14001:2004

Environmental Management Systems - Requirements with guidance for use

12 Jul 2011

Issue Date

23 Jun 2014

Expiry Date

D. L. Evans
Managing Director
International Certifications Ltd

Scope of Registration:

Design, manufacture and sales of packaging machinery including bag closers, vertical form fill-seal machines, horizontal flow wrappers, mobile packaging, carton formers and closers, and the integration of these machines into automated lines for food and non-food industries.

Registered Site(s):

808 South Knowles Avenue, New Richmond, WI 54017, United States
800 North Lake Drive, Shell Lake, WI 54271, United States



This certificate is issued by International Certifications Limited, 155 Hume Road, c/o Fairbairn, Auckland, New Zealand, 2011 (www.intlcert.com). Accreditation by the Joint Accreditation System of Australia and New Zealand (JAS-ANZ) (www.jas-anz.govt.nz) is required. This certificate remains the property of International Certifications Limited and must be returned immediately if it is not to be utilized or if it is cancelled, amended and duplicate copies of the certificate will be issued once the necessary information is provided.

Appendix 2

Bosch Packaging Technology, Inc. Facilities Covered Under This Contract

Website: www.intlcert.com

Company Addresses

Bosch Packaging Technology, Inc., 869 South Knowles Ave., New Richmond WI 54017

Bosch Packaging Technology, Inc., 800 North Lake Drive, Shell Lake WI 54871

Design, manufacture and sales of packaging machinery including bag closers, vertical form-fill-seal machines, horizontal flow wrappers, robotic packaging, carton formers and closers, and the integration of these machines into automated lines for food and non-food industries

Company contact person QMS Contact

Name: Cathrine Hilty

E-mail address: Cathy.Hilty@us.bosch.com

Phone number/s: 715 243-2535

EMS Contact:

Name: Jeff Keyes

E-mail address: jeff.keyes@bosch.com

Phone number/s: 715-243-2285

Appendix 3

Past and Current Environmental Performance

2007

Industrial Waste

Total Waste Disposed 282,561

Total Waste Recycled 128,650

Energy Usage

Total Electrical kWh 3,853,968

Total Natural Gas (CCF) 77,153

Water Usage

Total Metered in N/A

Total Sewered N/A

2010

Industrial Waste

Total Waste Disposed 93,420

Total Waste Recycled 43,690

Energy Usage

Total Electrical kWh 2,514,000

Total Natural Gas (CCF) 68,059

Water Usage

Total Metered in 1,024,000

Total Sewered 727,036

Recycling

99% of manufacturing processes involve recycling waste streams.

Appendix 4

Future Commitments as Part of this Contract

Bosch Packaging Technology, Inc agrees to continue in identifying ways to reduce those aspects reported in Appendix 3. As well, the company may identify other areas or aspects not included in Appendix 3, but will ultimately result in environmental improvement such as the objectives and targets established for 2011 as follows:

2011 Objectives and Targets

- 1. Continue with Hazardous Waste elimination. Charted as an A3.
- 2. Achieve a 12% reduction in the relative CO2 emissions from base year 2007. Base year is 90.8. Goal for 2011 is 79.9. This will be charted on C/PS Enablon.