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PARTICIPATION CONTRACT FOR SUPERIOR ENVIRONMENTAL PERFORMANCE WITH 3M – PRAIRIE DU CHIEN

This Participation Contract (Contract) for Superior Environmental Performance is entered into by the State of Wisconsin through its Department of Natural Resources (WDNR) and 3M Prairie du Chien.

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I. Introduction

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. 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. Section 299.83 of the Wisconsin Statutes authorizes the WDNR to enter into a Participation Contract to assist entities in achieving superior environmental performance.

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.

3M Prairie du Chien commits to abide by all current applicable environmental requirements. 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.

Therefore, in order to produce continuous improvement in the state's environment, economy and quality of life, the WDNR and 3M Prairie du Chien agree to this Contract and its terms as set forth below.

II. Overview of 3M Prairie du Chien's Commitments

A. Environmental Management System

- 1.) 3M Prairie du Chien has implemented an Environmental Management System (EMS), and the WDNR hereby finds that the EMS is an ISO 14001 certified EMS and that the EMS is appropriate to the nature, scale, and environmental impacts of 3M Prairie du Chien's operations at each covered facility and activity within those facilities. A copy of 3M Prairie du Chien's EMS ISO 14001 certification is attached as Appendix 1.
- 2.) 3M Prairie du Chien agrees to provide a copy of the table of contents of its Environmental Management System ("EMS") to the WDNR. In addition, beginning April 30, 2012 from the original contract signed on March 7, 2014 and continuing until the end of this contract, 3M Prairie du Chien 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.
- 3.) 3M Prairie du Chien 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.
- 4.) 3M Prairie du Chien agrees to maintain its EMS for the life of the contract and 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 3M Prairie du Chien chooses not to maintain the ISO certification, 3M Prairie du Chien agrees to annually document that its system is functionally equivalent to ISO 14001.
- 5.) 3M Prairie du Chien agrees to review its EMS at least annually, and to provide to the WDNR any new objectives that are selected.
- 6.) If any Major non-conformances are found during the annual EMS audit, conducted by an independent 3rd party, at the facilities, 3M Prairie du Chien agrees to provide a written notification to the WDNR Single Point of Contact (SPOC) and Green Tier Project Coordinator, 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, 3M Prairie du Chien will provide proposed stipulated penalties if the

period for correcting the major non-conformances (Section IV 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 Performance Assessment (Section IV Definition)

- 1.) 3M Prairie du Chien agrees to conduct a performance assessment on an annual basis with requirements that are applicable to the covered facilities and activities.
- 2.) 3M Prairie du Chien agrees to provide the WDNR SPOC and Green Tier Project Coordinator notice of any performance assessments. The Department agrees that it will not seek enforcement of any noncompliance matters discovered by the Department as a result of such performance assessments provided 3M Prairie du Chien complies with the reporting requirements under Wis. Stat. sec. 299.83(6m)(a). 3M Prairie du Chien agrees to provide a summary of the performance assessment results to the WDNR SPOC and Green Tier Project Coordinator within 90 days after the completion of the performance assessment. 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, 3M Prairie du Chien agrees to include a proposed compliance schedule including: 1) a description of corrective actions, 2) a proposed timeline, and 3) proposed stipulated penalties if this schedule is not met. This proposal shall be agreed upon by both parties prior to becoming effective. 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 and Green Tier Project Coordinator that includes the requirements outlined in II B.

C. Superior Environmental Performance

- 1.) As part of 3M Prairie du Chien's application for a Tier II Contract, 3M Prairie du Chien has demonstrated a history of superior environmental performance. This demonstration is attached as Appendix 3 "Summary of Past Environmental Performance".
- 2.) In addition, 3M Prairie du Chien commits to implementing the measures described in Appendix 5 "2019 and Beyond Sustainability Goals" that are designed to produce superior environmental performance. 3M Prairie du Chien will provide an update to Appendix 5 on an annual basis.

D. Annual Report & Objectives

- 1.) 3M Prairie du Chien will submit an annual report to WDNR by April 30 of each year during the term of this contract. The annual report will describe the environmental impacts from 3M Prairie du Chien'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.
- 2.) 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, 3M Prairie du Chien commits, to working towards those commitments outlined in Appendix 5.
- 3.) As a part of the annual report, 3M Prairie du Chien will provide a summary of any communications to significant suppliers and customers, related to 3M Prairie du Chien's Environmental Policy, and efforts/discussions related to what can be done to continue to reduce environmental impacts of manufacturing to achieve sustainability goals.

E. Developing an Interested Persons Group

- 1.) 3M Prairie du Chien 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.
- 2.) 3M Prairie du Chien will meet with this group on an annual basis to solicit public comments concerning participation under this Contract. A representative from 3M Prairie du Chien will take notes during these meetings. These notes will be compiled into a summary of the information discussed at each meeting. 3M Prairie du Chien 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 3M Prairie du Chien offices and a copy of the summary will be provided to the WDNR for public viewing.
- 3.) 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. 3M Prairie du Chien shall make a concerted effort to maintain a viable interested persons group. If 3M Prairie du Chien 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.

III. Department of Natural Resources' commitments

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. In exchange for the commitments to superior environmental performance, WDNR agrees to work with 3M Prairie du Chien to find ways to support their beyond compliance efforts including but not limited to negotiations with the United States Environmental Protection Agency (USEPA) or any other person or entity, if necessary.
- B. In exchange for 3M Prairie du Chien'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 3M Prairie du Chien. Any violations of the terms of this contract will be dealt with under Section V (D) of this contract.
- C. If 3M Prairie du Chien reports monitoring results (or other record-keeping results) that would trigger a 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, 3M Prairie du Chien must notify the WDNR SPOC and Green Tier Project Coordinator of the deviation which is the basis for the alleged violation, describe the actions that will be taken to correct the alleged violation, and commit to correct the alleged violation within 90 days. If compliance cannot be achieved within 90 days, 3M Prairie du Chien agrees to include a proposed compliance schedule including: 1) a description of corrective actions, 2) a proposed timeline, and 3) proposed stipulated penalties if this schedule is not met. This proposal shall be agreed upon by both parties prior to becoming effective.
- 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. The WDNR will provide a sector specialist and/or a single point of contact (SPOC) within the agency to 3M Prairie du Chien during the life of this Contract.
- G. The WDNR authorizes the use of the Green Tier Program logo on written materials promoting the covered facility(s) or activities.

IV. 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.

“Performance Assessment” A 3M 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).

“3M Pollution Prevention Pays (3P)” means a 3P program that based on the reality that pollution prevention is more environmentally effective, technically sound and economical than conventional pollution control equipment. This program was implemented by 3M Corporation in 1975 to identify ways for 3M to reduce the environmental impacts from aspect of operations that affect resource use and or the environment while providing benefits to the company’s bottom line. This can include but is not limited to waste, water, air emissions, recycling, resource use, energy, land use improvements etc., both regulated and non-regulated.

“State” and **“State of Wisconsin”** mean 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 3M Prairie du Chien during the life of this Contract.

“3M Prairie du Chien” means 3M Prairie du Chien, owned and operated by 3M Company with its Corporate Headquarters located at 3M Center, Maplewood, MN.

V. Contract Provisions

A. 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) 3M Prairie du Chien, 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.

B. Severability:

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.

C. Amendments:

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.

D. Termination:

If 3M Prairie du Chien 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, 3M Prairie du Chien promptly cures the alleged violation prior to the end of the thirty (30) day period. 3M Prairie du Chien 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, 3M Prairie du Chien may seek to directly enforce this contract in the Circuit Court for Dane County in accordance with Section V (A).

If the State fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, 3M Prairie du Chien 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 3M Prairie du Chien to fill out the necessary paperwork and request any required permits, licenses or other approvals. However, during this time, 3M Prairie du Chien 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.

E. 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 3M Prairie du Chien under state law or rule.

For a violation of any requirement of this Contract, 3M Prairie du Chien agrees to address the violation appropriately and show the measures the management team made or will make, including updates to the facility's EMS (environmental management system), to prevent future violations from occurring. This citation does

not include items not in the contract, such as permit or other environmental regulatory obligations.

F. Term of Contract and Action Period:

This Contract will remain in effect for five (5) years from the date of signature. The Contract may be extended for periods of up to five (5) years with the approval of the parties. This contract will remain in effect until September 30, 2024.

G. 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. A record of the current contacts for both the DNR and the participant is listed in Appendix 6.

H. 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.

**Contract for Superior Environmental Performance
with
3M Prairie du Chien
and
Wisconsin Department of Natural Resources**

IN WITNESS WHEREOF, the parties by their signatures shall cause this Contract to be in effect until September 30, 2024.

Signed for and on behalf of:

3M Prairie du Chien



By: Lynn Deweese Date: 9/5/2019
Lynn Deweese, Plant Manager -
3M Prairie du Chien

**Contract for Superior Environmental Performance
with
3M Prairie du Chien
and
Wisconsin Department of Natural Resources**

IN WITNESS WHEREOF, the parties by their signatures shall cause this Contract to be in effect until September 30, 2024.

Signed for and on behalf of:

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES



By: Beth Beer Date: 9/24/19
Preston Cole
Secretary

Appendix 1



CERTIFICATE



This is to certify that

3M Industrial Business Group

Central Function

3M Center, Building 0225-01-N-10
Saint Paul, MN 55144
United States of America

with the organizational units/sites as listed in the annex

has implemented and maintains an **Environmental Management System**.

Scope:

The environmental activities and supporting processes associated with the manufacture and conversion of adhesives, tapes, abrasives, films, specialty composites, insulation material, and ceramic composites.

Through an audit, documented in a report, it was verified that the management system fulfills the requirements of the following standard:

ISO 14001 : 2015

Certificate registration no.	10014846 UM15
Date of original certification	2017-06-14
Date of revision	2017-10-16
Date of certification	2017-06-14
Valid until	2020-06-13



DQS Inc.

Brad McGuire
Managing Director



Accredited Body: DQS Inc., 1130 West Lake Cook Road, Suite 340, Buffalo Grove, IL 60089 USA

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**Annex to certificate
Registration No. 10014846 UM15**

3M Industrial Business Group

Central Function

3M Center, Building 0225-01-N-10
Saint Paul, MN 55144
United States of America

Location

Scope

10014846
Central Function
3M Center, Building 0225-01-N-10
Saint Paul, MN 55144
United States of America

The environmental activities and supporting processes associated with the management of the manufacture and conversion of adhesives, tapes, abrasives, films, specialty composites, insulation material, and ceramic composites.

Industrial Adhesives Tapes Division

10000135
3M Company
Industrial Adhesive and Tape Division
10746 Innovation Rd.
Bldg. 102
Cottage Grove, MN 55016
United States of America

The environmental activities and supporting processes associated with the manufacture of fibered adhesive transfer tape (FATT) and Vapor Coating of metalized film and paper (VC) at Buildings 102, 110, 114, and 130 at 3M Cottage Grove Center, Cottage Grove, Minnesota, USA.

10001713
3M Company
Industrial Adhesives and Tapes Division
3211 East Chestnut Expressway
Springfield, MO 65802
United States of America

The environmental activities and supporting processes associated with the materials and manufacturing processes of specialty adhesives, aerosols, and adhesives tape products at the 3M company in Springfield, Missouri, USA.

10001725
3M Company Fairmont
710 North State Street
Fairmont, MN 56031
United States of America

The environmental activities and supporting processes associated with the manufacturing of hook and loop fasteners and urethane resilient cushioning material carried out at the 3M Fairmont Industrial Adhesives and Tapes manufacturing facility, including the processes of fastener manufacturing from polymer raw materials, urethane tape manufacturing from urethane components and adhesives application, along with converting and slitting processes.

10001830
3M Company
Performance Label Materials
1030 Lake Road
Medina, OH 44256
United States of America

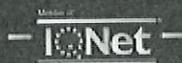
The environmental activities and supporting processes associated with the manufacture of pressure sensitive film products, the manufacturing processes of coating on materials with solvent and water based adhesives, and secondary slitting operations.

10003226
3M Company - Cottage Grove Center
FMSCO Plant
10746 Innovation Road, Building 17
Cottage Grove, MN 55016
United States of America

The environmental activities and supporting processes associated with the manufacture of ceramic Mat products and coating of 3M Specialty Films.

This annex (edition: 2017-10-16) is only valid in connection with the above-mentioned certificate.

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**Annex to certificate
Registration No. 10014846 UM15**

3M Industrial Business Group

Central Function

3M Center, Building 0225-01-N-10
Saint Paul, MN 55144
United States of America

Location

Scope

10004699
3M Company - Hartford City Plant
Tape Manufacturing
0304S-075E Cross Avenue
Hartford City, IN 47348
United States of America

The environmental activities and supporting processes associated with manufacturing processes including mixing, coating, and slitting, for industrial adhesive tapes, abrasive, and PTFE films.

10004704
3M Company Film Manufacturing and Supply Chain Operations and Industrial Adhesives and Tapes Division
1400 Perimeter Road
Greenville, SC 29605
United States of America

The environmental activities and supporting processes associated with the manufacturing of polypropylene and polyester films and adhesive tape products.

10004713
3M Company
Knoxville Plant
3406 E. Pleasant Street
Knoxville, IA 50138
United States of America

The environmental activities and supporting processes associated with the manufacture of coated specialty films, laminated foam and adhesive tape products. This includes solvent usage, coating, compounding, milling as well as air management, water processes and land management.

Abrasives Systems Division

10001717
3M Company
Alexandria
2115 South Broadway
Alexandria, MN 56308
United States of America

The environmental activities and supporting processes associated with the manufacturing applications of coating and adhesives, and conversion of fire resistant abrasive materials.

10004702
3M Company
11900 E. 8 Mile Road
Detroit, MI 48205
United States of America

The environmental activities and supporting processes associated with the coating, curing, and cutting of coated abrasives.

10004707
3M Company
3M Cumberland Plant
1640 Western Avenue
Cumberland, WI 54829
United States of America

The environmental activities and supporting processes associated with the manufacturing of floor maintenance finishing products; plastic film and metallic foil laminates; rigid abrasives; and finishing and polishing abrasives at the 3M Company in Cumberland, WI, USA. Processes include coating and processing of rigid fiber material for floor scrubbing pads, coating and processing of plastic material including adhesive application, and plating and cutting operations for rigid abrasives products.

This annex (edition: 2017-10-16) is only valid in connection with the above-mentioned certificate.

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**Annex to certificate
Registration No. 10014846 UM15**

3M Industrial Business Group

Central Function

3M Center, Building 0225-01-N-10
Saint Paul, MN 55144
United States of America

Location

Scope

10004747
3M Company
3M Abrasives Manufacturing Organization
900 Dayton Avenue
Ames, IA 50010
United States of America

The environmental activities and supporting processes associated with the manufacture of abrasive products, bristle products, and miscellaneous extruded plastic films.

10015039
3M Company
Abrasives Systems Division
10746 Innovation Road
Building 112
Cottage Grove, MN 55016
United States of America

The environmental activities and supporting processes associated with the conversion, refurbishment, manufacture for abrasive and related products, equipment material and accessories and other products and materials manufactured at CG Bldg 112, MN, USA.

10015111
3M Company
Abrasive Manufacturing Organization
801 N. Marquette Road
Prairie du Chien, WI 53821
United States of America

The environmental activities and supporting processes associated with the manufacturing, converting, and assembly of non-woven, Thinsulate™, vinyl matting, traction and sanding sponge products.

10015333
3M Royersford
546 Enterprise Drive
Royersford, PA 19468
United States of America

The environmental activities and supporting processes associated with the compounding, machining, grinding, and plating related to the manufacture of diamond tools, equipment, and super abrasive grinding wheels.



This annex (edition: 2017-10-18) is only valid in connection with the above-mentioned certificate.

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Appendix 2

3M Prairie du Chien – Facilities Covered by Green Tier Participation Contract

This Contract and the activities, commitments, or obligations defined, apply to the following physical locations identified in the application for Tier II and are owned and operated by 3M Corporation.

Building 49
405 E. Frederick Street
Prairie du Chien, WI 53821
FID# 612024160

Building 50
801 N Marquette Rd
Prairie du Chien, WI 53821
FID# 612023940

Appendix 3

3M Prairie du Chien – “Summary of Past Environmental Performance”

Green Tier recognizes past environmental performance, that initial efforts or environmental gains can be quite significant, and that future gains will most likely be lower incrementally as they become more difficult to achieve. Historically, 3M Prairie du Chien has developed and implemented projects reducing the plant's impact on the environment as follows:

- 195 Pollution Prevention Pays (3P) projects since 1975
- Prevented more than 1,800 tons of air pollution
- Prevented 2,900 tons of water pollution and
- 10,000 tons of waste.

Continuous environmental stewardship projects at the 3M Prairie du Chien facility include projects in the areas of ventilation improvements, lighting upgrades, and the installation of variable speed fan motor drives. Since 2010, the annualized results of these projects include a 9% reduction in natural gas usage, an actual reduction of 2,600 metric tons of carbon dioxide per year, and approximately 1 million kilowatt-hours per year reduction in electricity usage. In 2010, for the third time in the past six years, the Prairie du Chien facility was recognized with the highest 3M award (Platinum) for energy management. Similar recognition in 2010 was extended to only 11 other 3M facilities globally (more than 150 facilities). In 2009, a 7-acre portion of the site was restored as a native prairie.

3M Prairie du Chien (PdC) has completed 39 Pollution prevention pays (3P) from 2014 thru 1st Quarter 2019. In 2019 the 3P program was revamped to no longer require a financial benefit to qualify as a 3P. As long as there is an environmental benefit of at least 1000 units of pollution then the project now qualifies. Evidence of those 39 projects is the progress the site has made in the amount of material sent to the landfill. From 2014 thru 2018 the plant has decreased the landfill quantity by 42%. In this same time frame the plant decreased Water consumption by 42.4% and Volatile Organic Compound (VOC) Used by 47.4%. 3M PdC is working with the corporation's utility provider to add solar energy to the property and we are trying to increase materials recycled across the site or move waste.

Appendix 4

3M Prairie du Chien 2015 Sustainability Goals

3M agrees to pursue superior environmental performance while achieving a balance between economic, social and environmental impacts from its efforts. The contract will provide, as anticipated at the time of signature, further testing of the effectiveness of an Environmental Management System (EMS), designed under ISO 14001 requirements, to identify and find solutions to those aspects of plant operations that have the most significant impacts on the environment.

The proposed reduced impacts will be accomplished and driven not only by the plant's EMS, but also through broad application of the analysis and change methodologies of Lean Six Sigma Manufacturing.

3M will continue to expand application of all such tools for the period of this contract in coordination with the facility EMS. As a part of this contract 3M commits to pursue and track the following:

- Maintain or reduce VOC emissions indexed to good output with the goal to contribute to the overall company-wide goal of reducing VOC emissions by 15% by 2015 from 2010 base year.
- Reduce actual Waste from the PdC facility by 10% by 2015 from 2010 Base Year, Indexed to Pound of Product Output
- Improve Energy Efficiency across the PdC facility by 25% by 2015 from 2005 Base Year, Indexed to Pound of Product Output
- Conduct regular meetings (at least one meeting per year) with the Prairie du Chien's Wastewater Treatment Facility to optimize communications between the two parties and ensure that effluent wastewater discharge standards are met.
- Accomplish at least two accepted 3P (Pollution Prevention Pays) projects each year through 2015

Appendix 5

2019 and Beyond Sustainability Goals

3M Prairie du Chien commits to pursue superior environmental performance while achieving a balance between economic, social, and environmental impacts for its efforts. The plant's commitment to reducing its environmental footprint continues to contribute to 3M's reputation in the community, the country, and the world. This demonstrates that economic progress and environmental improvement can go hand-in-hand. The Environmental Targets program or Sustainability Goals 2025 is the corporate initiative that will serve as the basis for our commitment to superior environmental performance. These goals were designed to drive continued reductions or improvements in waste and energy efficiency, and continue the emphasis on the Pollution Prevention Pays (3P) program.

3M Prairie du Chien 2025 Sustainability Goals

- Improve % Good Output 5% by 2020, compared to 2015 baseline year
- Reduce Waste indexed to good output 10% by 2020, compared to 2015 baseline year
- Move waste up the waste hierarchy. Avoid landfill at select sites based on alternate options available
- All facilities that use more than 1000 Cubic Meters (CM) of water per year are required to reduce water use indexed to good output 10% by 2020, compared to 2015 baseline year.
- Improve Energy Efficiency 30% by 2025 from 2015 Base Year, Indexed to Net Sales (BTUs/\$)

Appendix 6

Contact Names

DNR – Single Point of Contact (SPOC):
Sonny Zentner
E: Sonny.Zentner@Wisconsin.gov
T: 715-839-3728

DNR – Project Coordinator
Jenni Birkholz
E: JenniferA.Birkholz@Wisconsin.gov
T: 608-266-8226

3M Green Tier Contact:
Michelle Dupey, Sr Environmental Engineer
E: MDupey@mmm.com
T: 608-326-3022

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



March 7, 2014

3M Prairie du Chien
801 N Marquette Rd
Prairie du Chien WI 53821

Subject: Welcome to Green Tier – Tier 2

Dear 3M Prairie du Chien:

Congratulations! We are glad to welcome you into tier 2 of Green Tier. You join a group of companies who are not only committed to superior environmental performance but also to superior economic performance.

In recognizing your past accomplishments and future commitments, we promise to work towards promoting and recognizing your facility for taking the lead in environmental protection while assuring economic stability and growth. We are committed to publicizing 3M – Prairie du Chien as a Green Tier participant on the DNR website. Undoubtedly, there will be other opportunities to bring the attention of your accomplishments to the forefront, and we hope to assist you in any manner possible in doing so as a Green Tier partner.

As a benefit of participation in Green Tier, 3M Prairie du Chien is entitled to a single point of contact within the DNR. Kimberly Ake has temporarily been assigned as your single point of contact. She can be reached at 608-267-6743 or at Kimberly.Ake@Wisconsin.gov. Please contact Kimberly with any questions concerning communications, required approvals, or technical assistance you may need.

On behalf of the Wisconsin Department of Natural Resources, I am proud to extend this welcome to you. We are committed to working with you to build a customized relationship under the Green Tier Program. I am excited to embark on our new relationship and my staff is ready to assist as your business grows.

Sincerely,



Cathy Stepp
Secretary

Attachments: Prairie du Chien – Tier 2 Contract
Green Tier Logo Files and Guidance CD
Green Tier Annual Report Guidance

This email message, along with additional attachments that are found on the website, serve as 3M Prairie du Chien's Letter of Intent and Application for Tier 2. Based on review of environmental enforcement information and on meetings and conversations with 3M Prairie du Chien, the Wisconsin Department of Natural Resources understands that a waiver of the enforcement record is requested and will be addressed with consideration to input received during the 30-day comment period.

From: jfmetzger@mmm.com

Sent: Thursday, August 04, 2011 8:11 AM

To: McDermid, Mark - DNR

Cc: Hart, Kristin L - DNR; mmanninen@mmm.com; Harings, Mark W - DNR; rstutzki@mmm.com; rorymeisner@mmm.com; Zentner, Sonny - DNR; sjolson1@mmm.com

Subject: Request To Negotiate Green Tier, Tier 2

By this electronic communication, 3M requests the opportunity to negotiate under WI DNR's Green Tier program a Tier 2 agreement for the 3M plant at Prairie du Chien, WI. This request is follow-up to some initial discussion of the subject on July 29, 2011, at Eau Claire, WI, involving you, Mark Harings, Kristin Hart, and Sonny Zentner of WI DNR, and Mark Manninen and myself of 3M.

The 3M facility at Prairie du Chien employs an ISO-14000 based environmental management system (EMS) and accomplishes environmental performance which is, in a number of ways, beyond what is required by state and federal environmental regulations. Externally, the plant was a designated facility under EPA's National Environmental Performance Track. Internal to 3M, the plant has a long history and ongoing involvement in 3M's 3P (Pollution Prevention Pays) program as well as in programs such as Environmental Targets 2010 (ET'10) which targets reduction of waste, VOC emissions, and energy usage. The Prairie du Chien facility has also been a leader in energy management within 3M, resulting in, among other accomplishments, reductions in greenhouse gas emissions. In 2010, for the third time in the past six years, the Prairie du Chien facility was recognized with the highest 3M award (Platinum) for energy management. Similar recognition in 2010 was extended to only 11 other 3M facilities globally (more than 150 facilities).

A key need of the Prairie du Chien facility, and one which we hope to address as part of a Tier 2 agreement, is how quickly certain types of manufacturing changes can be made at the plant. We envision adding provisions to the facility's Title V operating permit similar to what are presently in the Title V operating permit for the 3M plant at Menomonie, WI. The Menomonie permit was originally issued under WI DNR's Environmental Cooperation Pilot Program and was subsequently renewed in 2008. During the period of the permit, the plant has expanded with additional manufacturing lines while at the same time overall emissions have declined. 3M has found that increased manufacturing flexibility tends to foment development of processes which result in lower unit and/or overall emissions. For example flexible permits at a number of other 3M facilities have supported replacing solvent-based coatings with low-VOC or water-based coatings. Where such changes are feasible, VOC emissions and utilization of petroleum-based raw materials both decline. Also typically reduced is energy usage due to reduced reliance on energy-intensive control devices such as thermal oxidizers, with corresponding reduction of greenhouse gas emissions.

We look forward to additional discussion of this subject with you and others with WI DNR. As you have requested, we are also assembling a list of potential stakeholders for the project and will provide these for your review at the time of our next meeting.



John F. Metzger, P.E. | Sr. Environmental Specialist
3M Environmental Operations
3M Center, 224-5W-03 | St. Paul, MN
Office: 651 737 3580 | Fax: 651 737 3395
jfmetzger@mmm.com | www.3M.com

Attachment 1

3M Prairie du Chien - Green Tier Facilities

Building 49
405 E. Frederick Street
Prairie du Chien, WI 53821
FID# 612024160

Building 50
801 N Marquette Rd
Prairie du Chien, WI 53821
FID# 612023940

Attachment 2

3M Prairie du Chien - Green Tier Facility Summary



Site Overview

3M Prairie du Chien located at 801 North Marquette Road is one of 3M's key manufacturing and distribution hubs and employs greater 550 employees to manufacture products for 15 different 3M Business Divisions. The facility provides a flexible manufacturing environment and infrastructure to enable long-term growth of existing and new businesses, rapid process development and successful commercialization of new technologies and products for 3M. This facility is a major producer of fiber related materials, including the company's line of Scotch-Brite abrasive products, Nomad floor matting, and Thinsulate Acoustical insulation.

The entire 3M Prairie du Chien site encompasses 61 acres consisting of production, maintenance and warehousing operations. Recently in 2009, a 7 acre portion of the site was dedicated to the creation of a native prairie.

3M Company has a rich history and proven leadership in initiatives targeted to preserve the natural resources – often tapping employees for creative energy-savings ideas. Since 1975, 195 Pollution Prevention Pays (3P) projects have been completed at the Prairie du Chien facility, which has prevented more than 1800 tons of air pollution, 2900 tons of water pollution, and 10,000 tons of waste in the first year of the projects. Some recent examples of the ongoing environmental stewardship efforts include projects in the areas of ventilation improvements, lighting upgrades, and the installation of variable speed fan motor drives. Since 2010, the annualized results of these projects has been a 9% reduction in natural gas usage at the site, an actual reduction of 2,600 metric tons of CO₂/year, and an approximate 1 million kWh/year reduction in electricity usage.

This facility is also an ISO 14001 Certified facility, which has implemented and maintains EHS Management System to promote sound environmental management, drive sustainable growth, and addresses the expectations of our stakeholders.

3M Prairie du Chien plans to use 2010 data as the baseline for future sustainability goals.

3M Green Tier Contact: Rory Meisner, 3M Prairie du Chien Plant Manager

3M Prairie du Chien

2015 Sustainability Goals

Sometimes our toughest challenges are the ones we put on ourselves.

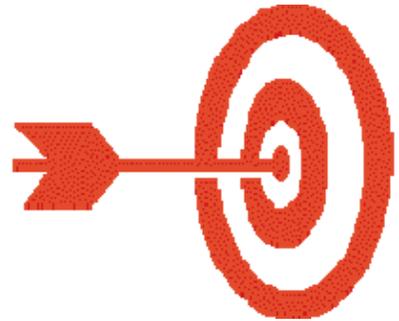
Setting goals to drive progress towards sustainability is nothing new at 3M. 3M has been setting environmental goals since 1990. These goals have helped 3M dramatically reduce its environmental footprint.

In 2010, 3M developed its first set of Sustainability Goals. These Goals go beyond the environment and now include social responsibility and economic objectives.

Continuing to improve our environmental performance remains a key component of our 2015 Sustainability Goals, but we're going to do more:

Environmental Stewardship

- Reduce Volatile Air Emissions 15%
by 2015 from 2010 base year, indexed to net sales
- Reduce Waste 10%
by 2015 from 2010 base year indexed to net sales
- Improve Energy Efficiency 25%
by 2015 from 2005 base year, indexed to net sales
- Reduce Greenhouse Gas Emissions 5%
by 2011 from 2006 base year, indexed to net sales
(Goal was set in 2007)
- Develop Water Conservation Plans
When 3M is located in water scarce and stressed areas



Social Responsibility

- Develop Community Stakeholder Engagement Plans at 3M Facilities
- Promote a Road to EHS Excellence at New 3M Sites

Economic Success

- Review at least 80% of Supplier Spend in the following countries: China, India, Korea, Malaysia, Taiwan, Thailand, Brazil, Mexico, Russia, and Turkey *to Drive Conformance with 3M EHS, Transportation & Labor/Human Relations Standard by 2015*
- Enhance the Environmental Sustainability Attributes of New Products

Certificate of Registration

ENVIRONMENTAL MANAGEMENT SYSTEM - ISO 14001:2004

This is to certify that:

**3M Company
Abrasive Mfg. Organization
801 N. Marquette Road
Prairie du Chien
Wisconsin
53821
USA**

Holds Certificate No: **EMS 540200**

and operates an Environmental Management System which complies with the requirements of ISO 14001:2004 for the following scope:

The environmental management system of the 3M Company associated with the manufacture of non-woven mats, abrasive cleaning and polishing products at Prairie du Chien, WI, USA

For and on behalf of BSI:



President, BSI Management Systems America, Inc.

Originally Registered: **01/15/2001**

Latest Issue: **12/08/2008**

Expiry Date: **01/14/2012**



Page: 1 of 1

BSI
Management
Systems

This certificate remains the property of BSI and shall be returned immediately upon request.
An electronic certificate can be authenticated [online](#). Printed copies can be validated at www.bsigroup.com/ClientDirectory
To be read in conjunction with the scope above or the attached appendix.
Americas Headquarters: 12110 Sunset Hills Road, Suite 200, Reston, VA 20190, USA.

Site Environmental Policy

The 3M Prairie du Chien site will continue to recognize and exercise its responsibility to:

- **Solve** its own environmental pollution and conservation problems
- **Develop** products that will have a minimum effect on the environment
- **Prevent** pollution at the source wherever and whenever possible
- **Conserve** natural resources through the use of reclamation and other appropriate methods
- **Assure** that its facilities and products meet and sustain the regulations of all federal, state and local environmental agencies
- **Assist**, wherever possible, governmental agencies and other official organizations engaged in environmental activities
- **Support** a commitment to continual environmental improvement consistent with its mission and vision
- **Set** and review environmental objectives and targets, appropriate to its activities, products and services

Site Manager:



Posted: 08/24/10

EHS Manager:



Supersedes: 09/16/05