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CONTRACT FOR
ENVIRONMENTAL PERFORMANCE
WITH
CHART ENERGY & CHEMICALS

This Contract for Superior Environmental Performance (“Contract”) is entered into by the State of Wisconsin through its Department of Natural Resources (DNR) and Chart Energy & Chemicals, Inc. (CHART) on July 12, 2017.

I. Introduction

- A. The State of Wisconsin is committed to providing a healthy and sustainable environment, to promoting the movement toward zero waste, and to protecting and enhancing the resources of the state for this generation and for generations that follow.
- B. The Department believes that implementing a Contract with CHART will produce environmental performance beyond what is possible under existing law.
- C. The Environmental Results Act s.299.83 Wis. Stats., authorizes the DNR to enter into a Contract to assist CHART in achieving superior environmental performance.
- D. CHART has implemented an Environmental Management System (EMS), and the DNR hereby finds that the EMS is in compliance with the ISO 14001 standard for environmental management systems issued by International Organization for Standardization and that the EMS is appropriate to the nature, scale, and environmental impacts of CHART’s operations.

Therefore, in order to produce continuous improvement in the state’s environment, economy and quality of life, the DNR and CHART agree to work cooperatively under the terms of this Contract in order to achieve the goals laid out in this Contract.

II. Overview

- A. Environmental Management System and Auditing
 - 1. CHART agrees to make documentation of their EMS available for review on-site and also agrees to provide the results of the three audits previous to the current calendar year, any findings of non-conformance, a list 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. CHART agrees to make available, for on-sight review, the results of each future management review of the EMS to the DNR within 30 days of the review.
3. CHART agrees to have an outside environmental auditor (with valid and current Exemplar Global (formerly RAB) credentials) conduct an annual EMS audit, and provide the results of those audits to the DNR within sixty (60) days of receiving auditor's results. Included in the results shall be a description of any non-conformances and a description of corrective actions to be taken – along with a timeline for the corrective actions.
4. CHART agrees to provide the DNR timely notice of EMS audits, and to invite the DNR to observe the audit. The DNR acknowledges that there is a benefit to the Department by allowing authorized representatives of the Department to accompany the contractor during such audit activities. These benefits include, but are not limited to, affording the Department a better understanding of the facility and evaluating the relative effectiveness of the EMS. In consideration for these benefits, the Department agrees any noncompliance matters witnessed by the Department as a result of its participation in such audit will be addressed via **Section V.B.**, provided the owner complies with the reporting requirements under s. 299.83(6m)(a).
5. CHART agrees to review its EMS at least annually, and to provide to the DNR any new objectives and targets that are selected.

B. Environmental Compliance Audit

1. CHART agrees to audit compliance with environmental requirements that are applicable to the facility every other calendar year.
2. CHART agrees to provide the DNR timely notice of any compliance audit, and to invite the DNR to observe the audit. The DNR acknowledges that there is a benefit to the Department by allowing authorized representatives of the Department to accompany the contractor during such audit activities. These benefits include, but are not limited to, affording the Department a better understanding of the facility and evaluating the relative effectiveness of the **EMS**. In consideration for these benefits, the Department agrees any noncompliance matters witnessed by the Department as a result of its participation in such audit will be addressed via **Section V.B.**, provided the owner complies with the reporting requirements under s. 299.83(6m)(a).
3. CHART agrees to provide the compliance audit results to the DNR within sixty (60) days of receiving auditor's results. Included in the results shall be a description of all violations and a description of corrective actions to be taken – along with a timeline for the corrective actions. If CHART will seek to avail itself of the protections under the Deferred Civil Enforcement language of Green Tier (s. 299.83(6m)(d)), the timeline for completing the corrective action must be less than 90 days (unless the parties agree to extend it), and CHART must propose stipulated penalties of at least \$50 for each day that the corrective action exceeds the agreed to timeline.
4. If violations are found during an audit, CHART agrees, as part of the above report, to provide to the DNR a description of measures that will be taken to prevent future violations.

C. Superior Environmental Performance

As part of CHART's application for a Tier 2 Contract, CHART has demonstrated a history of superior environmental performance. In addition, CHART commits to implementing the measures described in Appendix 1 that are designed to produce superior environmental performance.

III. Interested Persons

A. Chart will make available for on-sight review environmental information for all relevant interested parties.

IV. Specific Commitments

A. CHART agrees to timely submittal to the DNR of results of any compliance audit and/or any audit done of its EMS as described in II.A.3. and II.B.1. If the non-conformance constitutes a violation of an existing environmental regulatory requirement or if a violation is found during the compliance audit, and if Chart seeks to avail itself of the protections under the Deferred Civil Enforcement language of Green Tier (s. 299.83(6m)(d)), the timeline for completing the corrective action must be less than 90 days (unless the parties agree to extend it).

B. CHART will submit an annual report to DNR by January 31st for the preceding calendar year (the first report will cover calendar year 2017) summarizing annual environmental targets and goals, audit results, non-conformances and violations discovered during the preceding year.

C. Prior to the beginning of each calendar year, Chart will inform the DNR what will be tracked and reported in the following year. The specifics will link to the objectives set for the year, and any corrective actions that become necessary following an audit.

D. Chart will discuss with current and proposed suppliers as environmental responsibility, design for the environment, and sustainability.

V. Department of Natural Resources' commitments

The DNR 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 DNR accordingly agrees that:

A. In exchange for CHART's fulfillment of their obligations under this Contract, the DNR will not seek to bring any civil action, issue any order or seek any judgment related to the

environmental responsibilities covered under this Contract against CHART. Any violations of the terms of this contract will be dealt with under Section VI. J of this Contract.

- B. If CHART self-discloses a violation of any environmental requirement, or performs an audit of its EMS or its compliance status and discovers any violation, the DNR shall not initiate a regulatory response to the violation if the 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, CHART must notify the DNR of the violation, describe the actions that will be taken to correct the violation, commit to correct the violation within 90 days and propose stipulated penalties of at least \$50 for each day that the violation continues beyond 90 days. Additional time may be provided by agreement of the parties.
- C. If the problem is not completely corrected, or similar violations occur in the future, the DNR may issue a notice of non-compliance (NON) or a notice of violation (NOV) with or without terminating this contract. In order to determine whether a second event that would trigger an NON or NOV is a continuation of an uncorrected earlier event, the DNR shall examine the corrective actions taken by the participant and determine whether they were reasonably designed and implemented.
- D. The DNR will provide a single point of contact within the agency to CHART during the life of this Contract.
- E. The DNR authorizes the use of the Green Tier logo on materials promoting the covered facility or activities and summarized in "Green Tier logo's Style Guide -- Graphics Standards Manual".

VI. General Provisions

- A. Definitions. As used in this Contract:
"State" and "State of Wisconsin" means the State of Wisconsin, acting through the Department of Natural Resources.
"DNR" means the Wisconsin Department of Natural Resources.
"CHART" means Chart Energy & Chemicals, Inc. operating in Wisconsin.
- B. 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) CHART, acting through its authorized representatives, in any state court in Wisconsin. The commitments made in this Contract may be specifically enforced and the court may also order any other appropriate remedy consistent with law.
- C. Agreements and Covenants. 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

Contract shall be interpreted as if such invalid agreements or covenants were not contained herein.

- D. Permits. This Contract intends to parallel, to the extent possible, the timing laid out in any existing and/or future permits.
- E. 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 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 DNR will provide an additional public notice and may provide an additional public information meeting.
- F. 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 or obligation on CHART to make any additional agreements with or concessions to any other governmental or regulatory body.
- G. Activities covered Under this Contract. CHART commits to abide by all current applicable environmental responsibilities. Any provisions of permits or approvals covered by this Contract that are not specifically superseded by this Contract shall remain in effect.
- H. Access to Records. Solely for the purposes of interpreting, understanding or securing compliance with the Contract, and subject to any legally recognized privilege and reasonable notice, the DNR; 1) will be permitted access during office hours to inspect and copy all relevant memoranda, and other records and documents that are in the possession or under the control of CHART and 2) may interview directors, officers, employees, and agents of CHART regarding any matters related to the Charter, subject to the reasonable convenience of CHART, and without restraint or interference from CHART.
- I. Effectiveness. This Contract shall be effective upon signature of both parties.
- J. Termination. If CHART fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, the DNR may 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, CHART promptly undertakes to cure the alleged violation prior to the end of the thirty (30) day period. CHART reserves the right to appeal any decision of the DNR pursuant to this paragraph as provided for under s. 227.52, Wis. Stats., or any other applicable law.

If the State fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, CHART 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 DNR shall provide a reasonable time, not to exceed 120 days, for CHART to fill out the necessary paperwork and request any required permits, licenses or other approvals. If CHART qualifies for the permit, license or other approval, the DNR agrees to issue the approval within 90 days of completing any public notice, public comment, or public hearing process, unless an extension of time is requested. CHART may continue to operate under the EMS that was previously required under the Charter pending final department action on the application. However, CHART 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.

Notwithstanding anything else to the contrary, this Section J sets forth DNR's sole and exclusive remedy and Chart's sole and exclusive liability for Chart's breach of this contract.

- K. Term of Contract and Action Period. This Contract will remain in effect for five (5) years. The Contract may be extended for a period of up to ten years with the approval of the parties.
- L. 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.
- M. Warranty of Authority. Each of the persons signing below represent and warrant that he/she has the authority to execute this Contract on behalf of the party for which he/she signs.

Signatures:

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By /s/ Kurt Thiede for Cathy Stepp
Cathy Stepp, Secretary

Date: 7/6/2017

CHART ENERGY & CHEMICALS, INC.

By /s/ Ken Rupp
Ken Rupp, E&C Quality & Environmental Manager

Date: 7/17/2017

Appendix 1

Environmental Goals, Objective and Targets for Chart E&C 2017				
Goal	Objective	Target	Expected Completion	Status
Legal Compliance	Meet all Regulatory Requirements regarding Environmental compliance	100%	Ongoing	100% on target
Prevent Pollution	Reduce Electrical Usage	5% reduction in \$ spent on electrical	December 1, 2017	20% complete
Prevent Pollution	Reduce Aluminum Scrap	5% reduction of Aluminum Scrap	December 31, 2017	Currently on target
Prevent Pollution	Reduce power consumption of our boilers	Complete boiler study reviewing operational controls and energy usage. Target TBD	February 1, 2017	0% Complete
Prevent Pollution	Reduce power consumption or air compressors	Complete Air Compressor study reviewing operational controls and energy usage. Target TBD	January 1, 2017	10% Complete
Prevent Pollution	Filter Storm Water prior to discharge storm sewer via a rain garden in conjunction with the new addition.	Filtration rate of 3.6 inches per hour.	December 31, 2017	0% complete

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
FAX 608-267-3579
TTY Access via relay - 711



July 12, 2017

Mr. Ken Rupp
E&C Quality & Environmental Manager
Chart Energy & Chemicals, Inc.
2191 Ward Ave.
La Crosse, WI 54601

Subject: Welcome to Green Tier – Tier 2

Dear Mr. Rupp:

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 Chart Energy & Chemicals, Inc. as a Green Tier participant on the DNR website. Undoubtedly, there will be other opportunities to bring attention to your accomplishments, and we hope to assist you in doing so as a Green Tier partner.

Roberta Walls has been assigned as your single point of contact. She can be reached at (608) 785-9272 or at Roberta.Walls@wisconsin.gov. Please contact her with any questions concerning communications, required approvals, or technical assistance you may need. For your convenience the attached Commitment Outline points out your benefits and important dates that affect your participation.

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,

/s/ Kurt Thiede (for Cathy Stepp)

Cathy Stepp
Secretary

Cc: Tom Nowakowski
Roberta Walls

Attachments: Green Tier Commitment Outline
Green Tier Logo Files and Guidance CD
Green Tier Annual Report Guidance



Chart Energy & Chemicals, Inc.
2191 Ward Avenue
La Crosse, WI 54601
USA

August 15 2016

Telephone 608-787-3333
www.chartindustries.com

Ms. Laurel Sukup
Wisconsin Department of Natural Resources
Bureau of Cooperative Environmental Assistance
PO Box 7921
Madison, WI 53707-7921

Re: Letter of Intent to Apply for Tier II of the Green Tier Program

Dear Ms. Sukup

This letter is written pursuant to s. 299.83 (6) (L) Wis. Stat. to apply for participation into tier II of the Green Tier program for the following facility:

Chart Energy & Chemicals, Inc. – La Crosse Division
FID No. 54601LTCNT
2191 Ward Avenue
La Crosse, WI 54601

Enclosed is a copy of the Chart Energy & Chemicals Cooperative Agreement Annual Report 2010, the most recent performance evaluation under a s 299.80 (3) (i).

We look forward to working with the Department to reach the next phase, becoming a Green Tier participant.

Sincerely,

A handwritten signature in blue ink that reads "Ken Rupp".

Ken Rupp
E&C Quality & Environmental Manager

Cc: T. Nowakowski, WI DNR (e-mail)

XNotice: Collection of this information is authorized under s. 299.83 Wis. Stat. Participation in Green Tier and completion of this form are voluntary. Personal information collected on this form, including such data as your name, address, phone number, etc., will be used in the implementation of Green Tier and will be made broadly available under the Green Tier program. Information will also be made accessible to requesters under Wisconsin's Public Records Law (ss. 19.32 – 19.39, Wis. Stats.). If you need to request confidential treatment of any information in order to protect a trade secret, please contact a DNR representative *prior* to submitting this form. Applications must be considered complete by the DNR in order to be processed. For complete application instructions, see "Green Tier Application Instructions," publication number CO-501.

This application is for... (check one): Tier 1 **X** Tier 2 (attach Letter of Intent to this form)

I. Applicant Information

Contact Name	Title		
Ken Rupp	E&C Quality & Environmental Manager		
Street Address	City	State	ZIP Code
2191 Ward Ave,	La Crosse	WI	54601
Telephone Number	Fax Number	E-mail Address	
608-787-6744	608-78-2226	ken.rupp@chartindustries.com	

II. Facility Information

Facility Name	County		
Chart Energy & Chemicals Inc.	La Crosse		
Street Address	City	State	ZIP Code
2191 Ward Ave	La Crosse	WI	54601
Mailing Address	City	State	ZIP Code
2191 Ward Ave	La Crosse	WI	54601

Please provide all DNR Facility Identification numbers (FID #) that apply to the covered facility or activity.
54601LTCNT

III. Scope of Green Tier Participation (check one)

- This application covers all activities at the facility listed in Section II.
- This application covers all activities at more than one facility. For each facility to be covered under this application provide the information from Section II on a separate page labeled **Attachment 1**.
- This application **does not** cover all activities at every covered facility. Please describe the exact scope of activities and facilities to be covered in the program on a separate page labeled **Attachment 1**.

IV. Environmental Performance

Please provide the following information on a separate page labeled **Attachment 2**. Refer to the *Application Instructions* for definitions of environmental performance and superior environmental performance.

Tier 1 Applicants:

- Describe your past and current environmental performance with respect to each covered facility or activity included in this application. Within this attachment establish a baseline date against which future progress can be measured.
- Describe your future plans for enhancing the environment with respect to the same facilities/activities.

Tier 2 Applicants:

- Provide information demonstrating your record of superior environmental performance. Within this attachment establish a baseline date against which future progress can be measured.
- Describe the measures you propose to take to maintain and improve your superior environmental performance.

V. Environmental Management System (EMS)

- a. Have you implemented an EMS that is certified to the ISO 14001 standard? Yes No (circle one)
- b. Have you implemented an EMS that is functionally equivalent to ISO 14001? Yes No (circle one)

If you circled "No" for both questions, you are not eligible for Tier 2. Please proceed to Section VI only if you are applying for Tier 1.

If you circled "Yes" for either question, please provide a copy of the following documents labeled as **Attachment 3**:

- Proof of ISO 14001 certification OR functional equivalence (refer to *Application Instructions* for details)
- Environmental policy statement and scope statement
- Documented objectives and targets for the covered facilities/activities

VI. Public Notice/Stakeholder Identification

Please provide in a separate document labeled **Attachment 4** a list of stakeholders whom you know or expect will have a strong interest in your Green Tier application, as well as contact information for those stakeholders. This information will help DNR expedite the processing of your application. Tier 2 applicants must provide additional information about stakeholder involvement in a Letter of Intent. Refer to *Application Instructions* for details.

VII. Enforcement Record

Please review the Enforcement Record requirements described in the *Application Instructions* very carefully, and then check the appropriate box:

- All enforcement record requirements relevant to this application are satisfied.
- All enforcement record requirements relevant to this application are **not** currently satisfied. A waiver of the enforcement record requirements is requested.

If a waiver is requested, please provide information describing any requirements not met and a justification for the waiver request on a separate page labeled **Attachment 5**. Note that waivers will be granted only in exceptional circumstances.

VIII. Tier 1 Applicant Statement of Commitments

I commit with my signature to the following statements and certify that all information provided in this application is true and correct under penalty of law:

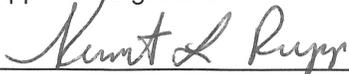
- Implement, within one year of the date of this application, an EMS for each covered facility or activity that is certified to the ISO 14001 standard or is functionally equivalent to ISO 14001 as determined by DNR.
- Conduct annual EMS audits, with every 3rd EMS audit performed by a DNR-approved outside environmental auditor.
- Submit to DNR an annual report on each EMS audit that is in compliance with s. 299.83(6m)(a), Wis. Stats.
- Submit to DNR an annual report on progress towards meeting objectives related to improved environmental performance for aspects regulated under chs. 29 to 31, 160, or 280 to 299, Wis. Stats., unregulated environmental aspects, or voluntary actions to restore, enhance, or preserve natural resources.

Applicant Signature	Date Signed

IX. Tier 2 Applicant Statement of Commitments

I commit with my signature to the following statements and certify that all information provided in this application is true and correct under penalty of law:

- Conduct annual EMS audits performed by a DNR-approved outside environmental auditor.
- Conduct or have another person conduct an annual audit of compliance with environmental requirements that are applicable to the facilities and activities covered under Green Tier.
- Submit to DNR an annual report on each EMS audit that is in compliance with s. 299.83(6m)(a), Wis. Stats.
- Submit to DNR an annual report on each compliance audit that is in compliance with s. 299.83(6m)(a), Wis. Stats.

Applicant Signature	Date Signed
	July 28, 2016

X. For Department Use Only

Date Received	Initials of Reviewer	Status	Date Returned to Applicant for Additional Information	Date Denied	Date Approved



CHART LA CROSSE WI. ENVIRONMENTAL ACCOMPLISHMENTS GOALS AND TARGETS

Chart has been environmentally responsible by our actions.

All solvents were removed from our standard cleaning process and were replaced with an aqueous system for fin forming oil removal.

Zero landfill – Several years ago we reviewed our waste streams and decided to make the La Crosse facility a zero landfill site. All metals plastic and cardboard are recycled. All hazardous waste is incinerated (La Crosse is a small quantity exempt generator). All daily refuse is sent to the incinerator operated by Excel Energy for power generation. Other minor non-hazardous wastes which are not accepted at the local incinerator are sent to a facility license to incinerate this material.

In 2012 Chart started planning and construction of a 60,000 sq. foot addition. This addition incorporated several design features which enhance our environmental performance. These include the following: LED lighting, high efficiency boiler, natural lighting, high efficiency air recovery/ air make up system. Additionally all material is undercover which allows Chart an exception for a storm water runoff plan.

Currently Chart is implementing the following:

Aluminium scrap reduction to reduce out scarp by 15%

Helium usage reduction program – No goal set at this time. Early project stages.

Electrical Peak demand shaving Goal of 25% reduction in electrical costs.



America

CERTIFICATE

The Certification Body of
TÜV SÜD AMERICA INC.

hereby certifies that

Chart Energy and Chemicals, Inc.
2191 Ward Ave.
La Crosse, WI 54601 USA

has implemented an Environmental Management System
in accordance with:

ISO 14001:2004

The scope of this Environmental Management System includes:

Sales, Design, Manufacture and Service of Heat Exchangers, Heat Exchanger Assemblies, Tanks, Brazed Aluminium Heat Exchanger in a vessel, Cryogenic Cold Boxes, Various Pressure Vessels and Structural Fabrications related to such Products, Engineered Systems, Vacuum Insulated Piping, Thermal Vacuum Systems and Heat Exchange Reactors

Certificate Expiry Date: December 20, 2017

Certificate Registration No: 951 11 5814-A
(In conjunction with certificate no: 951115814)

Effective Date: March 2, 2016



Gary W. Minks
VP, Regulatory Affairs



HEALTH, SAFETY, AND ENVIRONMENTAL POLICY



Innovation. Experience. Performance.™

Chart recognizes that it has health, safety & environmental (HSE) responsibility beyond legal and regulatory requirements. We are committed to improving employee health and safety and reducing our environmental impact. Chart is continually improving and monitoring our HSE performance as an integral part of our business strategy and operating methods. We encourage customers, suppliers and other stakeholders to do the same.

Consistent with our HSE commitment we:

- commit to prevent injury and ill health,
- commit to the prevention of pollution,
- comply with and/or exceed all relevant HSE regulatory requirements, and with other requirements to which our organization subscribes which relate to our environmental aspects and safety objectives,
- continually improve and monitor our HSE performance,
- continually improve and reduce our negative environmental impacts,
- incorporate HSE factors into our business decisions and,
- promote HSE awareness and training of our employees.

Mike Durkin 
President Chart Energy & Chemicals

CHART LA CROSSE, WI.

ENVIRONMENTAL ACCOMPLISHMENTS

GOALS AND TARGETS

Chart has committed to being environmentally responsible, this has been evidenced by our actions for many years.

To remove our fin forming oil used in our manufacturing process, all solvents were replaced with an aqueous system in our standard cleaning process.

Several years ago we reviewed our waste streams and decided to make the La Crosse facility a Zero Landfill Site. All metals, plastic and cardboard are recycled; all hazardous waste is incinerated (La Crosse is a small quantity exempt generator); and all daily refuse is sent to the incinerator operated by Excel Energy for power generation. A minor amount of non-hazardous wastes which are not accepted at the local incinerator are sent to a facility licensed to incinerate this material.

In 2012 Chart started the planning and construction of a 60,000 sq. foot addition. This addition incorporated several design features which enhance our environmental performance. These include the following: LED lighting, a high efficiency boiler, increased natural lighting, and a high efficiency air recovery/ air make up system. Additionally all material is undercover, which allows Chart an exception for a storm water runoff plan.

Currently Chart is implementing the following:

- A program designed to reduce aluminum scrap by 15%

- A team is in the early planning stages of a helium usage reduction program, so there is not an exact goal set at this time.

- An Electrical Peak demand shaving goal to reduce electrical costs by 25%.

Ken Rupp

E&C Quality & Environmental Manager

Management System Representative ISO 9001, 14000 & OHSAS 18001.