

**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 on March 7, 2014.

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**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 March 7, 2019.

Signed for and on behalf of:

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES



By: *Cathy Stepp* Date: 3/7/14
Cathy Stepp
Secretary

Signed for and on behalf of:

3M Prairie du Chien



By: *Tom Harris* Date: 3/7/14
Tom Harris, Plant Manger
3M Prairie du Chien

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. 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.
- E. 3M - Prairie du Chien 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 3M - Prairie du Chien agree to this Contract and its terms as set forth below.

II. Overview of Work to Be Done

- A. Environmental Management System
 - 1.) 3M - Prairie du Chien agrees to provide a copy of the table of contents of its Environmental Management System ("EMS") to the WDNR. 3M - Prairie du Chien 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 April 30, 2012 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.
 - 2.) 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.
 - 3.) 3M - Prairie du Chien agrees to maintain its EMS for the life of the contract and beginning April 30, 2012 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.
 - 4.) 3M - Prairie du Chien agrees to review its EMS at least annually, and to provide to the WDNR any new objectives that are selected.
 - 5.) 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), which includes a description of measures that will be taken to prevent future non-conformances and a timeline for addressing all non-conformances within 90days after the completion of the EMS audit. If the non-conformance is considered major, 3M 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 Performance Assessment (Section VI 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 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 within 90days 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) a 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 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 4 “2015 Sustainability Goals” that are designed to produce superior environmental performance. 3M - Prairie du Chien will provide an update to Appendix 4 on an annual basis beginning April 30, 2012.

III. Developing an Interested Persons Group

- A. 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.

- B. 3M - Prairie du Chien will meet with this group on a semi-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 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. 3M - Prairie du Chien shall make a concerted effort to maintain a viable interested parties 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.

IV. Specific Commitments

- A. 3M - Prairie du Chien will submit an annual report to WDNR by April 30 of each year during the term of this contract which describes 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.
- 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, 3M - Prairie du Chien commits in particular, to working towards those commitments outlined in Appendix 4.
- C. As a part of the annual report, 3M - Prairie du Chien will provide a summary of any communications to significant suppliers and customers, related 3M's 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

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 3M - Prairie du Chien's commitment to superior environmental performance, the parties jointly agree on the following benefits:

- Appendix 5 “Summary of Air Pollution Control “Part III Construct Permit 11-SJZ-179 and Operation Permit 612023940-P10
 - Appendix 6 “Complete Air Pollution Control Permit”
- B. In exchange for the commitments to superior environmental performance, WDNR agrees to the following:
- Process and issue an air pollution control construction and operation permit, in accordance with applicable law, which is essentially akin to the draft construction and operation permit provided in Appendix 6.
 - Support issuance of the construction and operation permit and the variances contained therein in any discussions, negotiations or legal proceedings with the United States Environmental Protection Agency (“USEPA”) or any other person or entity.
 - 3M Prairie du Chien 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.
- C. 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 VII. H. of this contract.
- D. If 3M - Prairie du Chien 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, 3M - Prairie du Chien 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, 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) a proposed stipulated penalties if this schedule is not met. This proposal shall be agreed upon by both parties prior to becoming effective.
- E. 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.
- F. 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.
- G. The WDNR will provide a sector specialist and/or a unique point of contact within the agency to 3M - Prairie du Chien during the life of this Contract.
- H. The WDNR authorizes the use of the Green Tier Program logo on written materials promoting the covered facility(s) or activities.

- I. If the air pollution control construction and operation permit referenced in Section V.A. above is not issued in a form substantially identical to Appendix 4 or if such permit and/or any of the variances referenced herein is denied, modified if vetoed by USEPA or is challenged by USEPA or any other person or entity and as a result of such challenge is modified, suspended, revoked or denied then, at the option of 3M - Prairie du Chien, this contract may be terminated by 3M - Prairie du Chien. Whether the permit is "substantially identical" to Appendix 4 as referenced above is a determination which is solely within 3M - Prairie du Chien's discretion.

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.

"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 environmental 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.

VII. General 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. 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. This Contract intends to parallel, to the extent possible, the timing laid out in any existing permits.
- D. 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.
- E. 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 3M - Prairie du Chien to make any additional agreements with or concessions to any other governmental or regulatory body.
- F. Activities Covered Under this Contract. With the exception of those requirements identified in Section V.A. or eliminated or modified in the air permit mentioned therein (Attachment 4) 3M - Prairie du Chien 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. or which are not intended to be addressed in the air permit issued pursuant to 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.
- G. 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 3M - Prairie du Chien which may be necessary to verify compliance with the contract.
- H. 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 VII (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.

- I. 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 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.

- J. Term of Contract and Action Period. 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.
- K. 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.
- L. 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 March 7, 2019.

Signed for and on behalf of: STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES



By: *Cathy Stepp* Date: 3/7/14
Cathy Stepp
Secretary

Signed for and on behalf of: 3M Prairie du Chien



By: _____ Date: _____
Tom Harris, Plant Manger
3M Prairie du Chien



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

For and on behalf of BSI:

Gary Fenton, Global Assurance Director

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

Latest Issue: **01/10/2012**

Expiry Date: **01/14/2015**



Page: 1 of 1

This certificate remains the property of BSI and shall be returned immediately upon request.

An electronic certificate can be authenticated [online](http://www.bsigroup.com/ClientDirectory). Printed copies can be validated at www.bsigroup.com/ClientDirectory. To be read in conjunction with the scope above or the attached appendix.

Information and Contact: BSI, Kitemark Court, Davy Avenue, Knowlhill, Milton Keynes MK5 8PP. Tel: + 44 845 080 9000
BSI Assurance UK Limited, registered in England under number 7805321 at 389 Chiswick High Road, London W4 4AL, UK.
A Member of the BSI Group of Companies.



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.

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 three meetings 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

Summary of Air Pollution Control Construction Permit 11-SJZ-179 and Operation Permit 612023940-P10: Part III

Construction permit 11-SJZ-179 and operation permit 612023940-P10 will pre-approve the installation and/or modification of specific process units as long as the Participation Contract is in affect. The pre-approved projects that will be allowed under construction permit 11-SJZ-179 and operation permit 612023940-P10 include the following:

- Modify an existing web coating line or surface coating process
- Construct or install a new web coating line
- Construct or install a new plastic or metal parts surface coating process
- Subsequent modification of web coating lines or surface coating processes constructed or installed under authority of this permit
- Installation of new or modification of existing semi-finished web processing equipment
- Installation of new or modification of existing air pollution control devices
- R&D/Pilot/Development Projects

The installation and/or modification of process lines will be limited to process lines that are similar in design and function to existing process lines that are currently operated at the facility. Please refer to the Pre-Approved Projects and Facility Changes Under Part III description in the “SOURCE SPECIFIC APPLICABLE REQUIREMENTS AND EMISSION CALCULATIONS” section for an explanation of each pre-approved project and the requirements that apply to all pre-approved projects and facility changes. All requirements related to these pre-approved projects can be found in Part III of construction permit 11-SJZ-179 and operation permit 612023940-P10.

Construction permit 11-SJZ-179 and operation permit 612023940-P10 will also include a restriction to limit the potential volatile organic compound emission from the entire facility to 249 tons per year to allow the facility to become a synthetic minor prevention of significant deterioration (PSD) source. Currently, the total potential volatile organic compound emissions from the entire facility are 1,489 tons per year.

The Participation Contract provides an opportunity for greater flexibility while reducing paperwork and administrative tasks for the DNR. Paperwork and administrative tasks will be reduced because resources will not be needed to issue multiple construction permits for multiple installations and modifications. Under the Participation Contract, only one construction permit will be needed for installation and modification of multiple projects rather than one construction permit for each installation and each modification.

The Participation Contract has a term of five years with the possibility of a renewal every five years, thereafter. Because Part III of construction permit 11-SJZ-179 and operation permit 612023940-P10 is the basis under the Participation Contract, granting construction and operation of processes listed in Part III.A. of construction permit 11-SJZ-179 and operation permit 612023940-P10, construction permit 11-SJZ-179 will be in affect for five years and will expire on the same day as operation permit 612023940-P10. If the facility decides to renew the Participation Contract, pursuant to Section 299.80, Wis. Stats., a new construction permit may be issued when the operation permit 612023940-P10 is renewed to grant further construction and operation of processes listed in Part III.A. of operation permit 612023940-P10 and construction permit 11-SJZ-179. This new construction permit will be in affect for five years. The renewed operation permit will expire 5 years after the issuance date and can be renewed every 5 years after the issuance date. This preliminary determination to issue 3M Prairie du Chien an operation permit highlights

the proposed variances from air pollution control provisions of ch. 285, Wis. Stats, ss. NR 400 to 499, Wis. Adm. Code, and requirements contained in air pollution control permits currently held by the company.

Appendix 6

Complete Air Pollution Control Construction Permit 11-SJZ-179 and Operation Permit 612023940-P10

See http://dnr.wi.gov/cias/am/amexternal/AM_PermitTrackingSearch.aspx for a copy of

Construction permit 11-SJZ-179 and

Operation permit 612023940-P10.