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**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES MEETING**

Tuesday, September 24, 2013
7:00 PM



A. CALL TO ORDER at _____ P.M.

B. PLEDGE OF ALLEGIANCE TO THE FLAG

C. ROLL CALL: Kay Arnold _____, Nancy Conzelman _____, Chuck Curmi _____,
Bob Doroshewitz _____, Ron Edwards _____, Mike Kelly _____,
Richard Reaume _____

D. APPROVAL OF AGENDA

Regular Meeting - Tuesday, September 24, 2013

E. APPROVAL OF CONSENT AGENDA

E.1 Approval of Minutes:

Special Meeting - Tuesday, September 10, 2013
Regular Meeting - September 10, 2013

E.2 Acceptance of Utility Easements:

E.3 Acceptance of Communications, Resolutions, Reports:

Fire Department Report August 2013

E.4 Approval of Township Bills:

		Year 2013
General Fund	(101)	396,216.63
Solid Waste Fund	(226)	966.24
Improvement Revolving Fund (Capital Projects)	(246)	38,407.29
Drug Forfeiture Fund	(265)	1,497.45
Golf Course Fund	(510)	2,443.66
Water and Sewer Fund	(592)	84,258.52
Trust and Agency Fund	(701)	16,403.00
Police Bond Fund	(702)	4,802.00
Tax Fund	(703)	156,342.90
Special Assessment Fund	(805)	35,075.00
Total:		736,412.69

F. PUBLIC COMMENTS

G. PUBLIC HEARING

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES MEETING**

Tuesday, September 24, 2013
7:00 PM



H. COMMUNITY DEVELOPMENT

I. UNFINISHED BUSINESS

- 1) Request for Board Action - Approve 2nd Reading of the Amended Medical Marihuana Act Moratorium Ordinance

J. NEW BUSINESS

- 1) Request for Board Action - Approve Dupont Imprelis Resolution for Township Hall, Fire Station #1 and Miller Park
- 2) Request for Board Action - Approve an Inter-Governmental Agreement with Wayne County for Improvements to Township Park – Resolution 2013-09-24-36

K. SUPERVISOR AND TRUSTEE ANNOUNCEMENTS

L. PUBLIC COMMENTS

M. ADJOURNMENT

PLEASE TAKE NOTE: The Charter Township of Plymouth will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at all Township Meetings, to individuals with disabilities at the Meetings/Hearings upon two weeks notice to the Charter Township of Plymouth by writing or calling the following: Human Resource Office, 9955 N Haggerty Road, Plymouth, MI 48170. Phone number (734) 354-3202 TDD units: 1-800-649-3777 (Michigan Relay Services)

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
SPECIAL MEETING
TUESDAY, SEPTEMBER 10, 2013
6:00 p.m.**

Supervisor Reaume called the meeting to order at 6:00 p.m.

MEMBERS PRESENT: Richard Reaume, Supervisor
Nancy Conzelman, Clerk
Robert Doroshewitz, Trustee
Ron Edwards, Treasurer
Kay Arnold, Trustee
Charles Curmi, Trustee
Michael Kelly, Trustee

ABSENT: None

OTHERS PRESENT: Alice Geletzke, Recording Secretary
0 Members of the public

D. APPROVAL OF AGENDA
Special Meeting – Tuesday, September 10, 2013

Moved by Ms. Conzelman, seconded by Mr. Reaume, to approve the agenda for the Board of Trustees special meeting of September 10, 2013 as submitted. Ayes all.

E. PUBLIC COMMENTS AND QUESTIONS - There were none.

F. CLOSED SESSION:

At 6:01 p.m., Ms. Conzelman moved that a closed session be called for purposes of consulting with legal counsel regarding pending litigation, a permissible purposes under the Michigan Open Meeting Act, Public Act No. 267, Article 15.268, Section 8 (e). Seconded by Mr. Reaume. Ayes all on a roll call vote.

At 7:12 p.m., Ms. Conzelman moved to return to open session. Seconded by Ms. Arnold. Ayes all on a roll call vote.

Moved by Ms. Arnold, seconded by Mr. Kelly, to adjourn the meeting at 7:13 p.m. Ayes all.

Nancy Conzelman, Township Clerk

PLEASE TAKE NOTE: The Charter Township of Plymouth will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at all Township Meetings, to individuals with disabilities at the Meetings/Hearings upon two weeks notice to the Charter Township of Plymouth by writing or calling the following: Human Resource Office, 9955 N Haggerty Road, Plymouth, MI 48170. Phone number (734) 354-3202 TDD units: 1-800-649-3777 (Michigan Relay Services)

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, SEPTEMBER 10, 2013**

Supervisor Reaume called the meeting to order at 7:14 p.m. and led in the Pledge of Allegiance to the Flag.

MEMBERS PRESENT: Richard Reaume, Supervisor
Nancy Conzelman, Clerk
Ron Edwards, Treasurer
Kay Arnold, Trustee
Charles Curmi, Trustee
Robert Doroshewitz, Trustee
Michael Kelly, Trustee

ABSENT: None

OTHERS PRESENT: Patrick Fellrath, Director of Public Utilities
Mark Lewis, Chief Building Official
Thomas Tiderington, Police Chief
Mark Wendel, Fire Chief
Timothy Cronin, Township Attorney
Thomas Dohr, Spalding DeDecker Associates
Amy Hammye, Deputy Treasurer
Michelle Lozier, Deputy Clerk
Alice Geletzke, Recording Secretary
29 Members of the Public

Fire Captain J. Davison expressed thanks and presented a plaque on behalf of the City of Northville Fire Department to the Board and Fire Chief Wendel for the Plymouth Township Fire Department's help in fighting the blaze at the fire station in the City of Plymouth and for allowing use of Fire Station 2 until repairs were completed.

D. PROCLAMATION - Honoring Pat Thomas, Director, Plymouth District Library

Mr. Reaume read a proclamation honoring Pat Thomas upon her retirement after 34 years of serving as Director of the Plymouth District Library.

E. APPROVAL OF AGENDA

Regular Meeting - Tuesday, September 10, 2013

Moved by Ms. Conzelman, seconded by Ms. Arnold, to approve the agenda for the Board of Trustees regular meeting of September 10, 2013. Ayes all.

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, SEPTEMBER 10, 2013**

F. APPROVAL OF CONSENT AGENDA

E.1 Approval of Minutes:

Special Meeting - August 20, 2013
Regular Meeting - August 20, 2013

E.2 Acceptance of Utility Easements:

E.3 Acceptance of Communications, Resolutions, Reports:

Letter from City of Detroit - DWSD Water Contract Renegotiation Process
Building Report - August 2013
FOIA Report - August 2013

E.4 Approval of Township Bills:

		Year 2013
General Fund	(101)	\$ 866,564.95
Solid Waste Fund	(226)	111,796.30
Improvement Revolving Fund (Capital Projects)	(246)	112.50
Drug Forfeiture Fund	(265)	22,303.35
Golf Course Fund	(510)	25,751.91
Water and Sewer Fund	(592)	662,632.84
Trust and Agency Fund	(701)	10,853.49
Police Bond Fund	(702)	8,735.00
Tax Fund	(703)	-0-
Special Assessment Fund	(805)	10,035.11
Total:		\$ 1,718,784.45

Moved by Ms. Conzelman, seconded by Mr. Curmi, to approve the consent agenda for the Board of Trustees regular meeting of September 10, 2013 as presented. Ayes all.

G. PUBLIC COMMENTS – There were none.

H. PUBLIC HEARING

- 1) Woodlore South Road Rehabilitation Project - Resolution 2013-09-10-33

Mr. Rhett Gronevelt, P.E. of Orchard, Hiltz, and McCliment, Inc., addressed the Board and answered questions regarding the road conditions, repairs contemplated, and estimated costs.

Mr. Reaume opened the public hearing at 7:42 p.m.

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, SEPTEMBER 10, 2013**

A resident of the subdivision and member of the homeowners' association read a letter thanking the Board for the opportunity to move forward with the road repairs and special assessment district.

A resident had questions regarding why Wayne County would not assume responsibility for the repairs to the road, which it owns.

There being no further public comment, the hearing was closed at 7:54 p.m.

Moved by Mr. Edwards, seconded by Mr. Curmi, to approve Resolution No. 2013-09-10-33 authorizing the Engineer to complete final engineering drawings, to take bids, and have the Supervisor prepare the final Special Assessment Roll for Woodlore South Road Rehabilitation for the Board's approval upon completion of the thirty (30) day waiting period, provided no objections have been filed. Ayes all on a roll call vote.

A copy of the Resolution is on file in the Clerk's office for public perusal.

I. COMMUNITY DEVELOPMENT

J. UNFINISHED BUSINESS

- 1) Request for Board Action - Approve Resolution 2013-09-10-34 Scheduling Hearing of Necessity for Ridgewood Drive Road Rehabilitation Special Assessment District (SAD)

Mr. Gronevelt addressed the Board and answered questions regarding the proposed road rehabilitation for Ridgewood Drive.

Moved by Ms. Arnold, seconded by Ms. Conzelman, to approve Resolution No. 2013-09-10-34 scheduling the Public Hearing of Necessity for the Ridgewood Drive Road Rehabilitation Special Assessment District (SAD) on October 8, 2013 resolving tentatively to make the improvements and designate the Special Assessment District. Ayes all on a roll call vote.

A copy of the Resolution is on file in the Clerk's office for public perusal.

- 2) Request for Board Action - Intergovernmental Agreement for Resurfacing Sheldon Road - Sidewalk Project - Resolution 2013-09-10-35

Moved by Mr. Curmi, seconded by Ms. Arnold, to approve Resolution No. 2013-09-10-35 authorizing the Supervisor to sign the Intergovernmental Agreement between the County of Wayne and Charter Township of Plymouth for Resurfacing of Sheldon Road from M-14 Freeway to Five Mile providing for the construction of the new sidewalk along Sheldon Road. Ayes all on a roll call vote.

A copy of the Resolution is on file in the Clerk's office for public perusal.

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, SEPTEMBER 10, 2013**

K. NEW BUSINESS

1) Compensation Commission Reappointment – Jack Dempsey

Mr. Dempsey was unable to continue as a Compensation Commissioner, and the appointment of Randy Jost was proposed to replace him.

Moved by Mr. Edwards, supported by Ms. Arnold, to approve the appointment of Randy Jost to the Compensation Commission for a five-year term expiring on August 14, 2017.

AYES: Edwards, Arnold, Conzelman, Reaume

NAYS: Curmi, Doroshewitz, Kelly

Motion carried.

2) Compensation Commission Appointment – Jerry Jagacki

Moved by Mr. Edwards, seconded by Ms. Conzelman, to approve the appointment of Jerry Jagacki to the Compensation Commission to serve the remainder of the five-year term expiring August 14, 2014.

AYES: Edwards, Arnold, Conzelman, Reaume

NAYS: Curmi, Doroshewitz, Kelly

Motion carried.

3) Compensation Commission Appointment - Sarah Gatzek

Moved by Ms. Conzelman, seconded by Ms. Arnold, to approve the appointment of Sarah Gatzek to the Compensation Commission for a five-year term expiring on August 14, 2018.

AYES: Edwards, Arnold, Conzelman, Reaume

NAYS: Curmi, Doroshewitz, Kelly

Motion carried.

4) Request for Board Action - Approve 2013 Millage Rate

Mr. Edwards noted that the tax rate requested is 4.00 mills, out of a maximum allowable rate of 4.01 mills.

Moved by Ms. Arnold, seconded by Mr. Kelly, to approve the 2013 Tax Rate Request for the Charter Township of Plymouth and authorize the Clerk and Supervisor to sign. Ayes all.

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, SEPTEMBER 10, 2013**

6) Request for Board Action - Approve 2014 Meeting Dates

Moved by Mr. Curmi, seconded by Ms. Conzelman, to approve the following 2014 Board of Trustee meeting dates:

Jan 14	Apr 15	Jul 22	Oct 7 and Oct 21
Feb 11	May 1 35 and May 27	Aug 19	Nov 18
Mar 18	Jun 17	Sep 9 and Sep 23	Dec 9

Ayes all.

6) Request for Board Action - Communication Plan

Mr. Doroshewitz discussed with Board members his request for a formal communication plan to inform the public on the details of the new meeting center (pavilion) and amphitheater.

Moved by Mr. Doroshewitz, seconded by Mr. Curmi, to direct the Supervisor to formulate and execute a communication plan to inform the public on the plans for the park pavillion and amphitheater that includes 1) the full cost of ownership – including the cost to build, outfit with fixtures and furniture and to operate; 2) the projected usage of facilities; and 3) the policy and ordinance changes necessary to support the usage.

AYES: Doroshewitz, Curmi

NAYS: Arnold, Conzelman, Edwards, Kelly, Reaume

Motion ~~carried~~defeated.

7) Request for Board Action - Litigation Limits

Board members discussed with Attorney Cronin Mr. Doroshewitz' request for clarification of legal authority and responsibilities of the Supervisor, Treasurer, Clerk, and Trustees in matters of ongoing litigation for and against the Township.

8) Request for Board Action – Ethics

Board members discussed at length Mr. Doroshewitz' request to have Township Attorney Cronin draft an ordinance regarding ethics for elected officials.

Moved by Mr. Doroshewitz, seconded by Mr. Curmi, to direct and authorize the Township Attorney to investigate and draft an elected officials' ethics ordinance, as it relates to gift giving to elected officials and their appointees, identifying appropriate exceptions such as campaign contributions and things generally available to groups, and utilizing the elements in the attachment.

The motion was withdrawn by the maker and supporter.

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, SEPTEMBER 10, 2013**

Moved by Mr. Doroshewitz, seconded by Mr. Curmi, to direct and authorize the Township Attorney to investigate model ethics codes and common practices as they relate to gift giving by suppliers and anybody doing business with the Township and to bring back recommendations to the Board for elements that could be drafted into an ethics ordinance.

AYES: Doroshewitz, Curmi, Kelly
NAYS: Arnold, Conzelman, Edwards, Reaume

Motion defeated.

L. SUPERVISOR AND TRUSTEE ANNOUNCEMENTS

Ms. Arnold reminded board members of the long-standing rule that agenda items must be submitted to the Clerk by 4:30 p.m. on Wednesday to facilitate delivery of the agenda and board packet by Friday.

Mr. Reaume recommended that certain topics be discussed at special meetings or study sessions. Study sessions were suggested for Tuesdays, October 1 and October 15.

M. PUBLIC COMMENTS

A resident said he was with the mayor of a city who spent the entire weekend telling him about all the kick-backs he received including trips all over the country to Las Vegas, Mackinaw and Atlanta, Georgia. The resident questioned why the board voted against the last motion concerning ethics but said that he wasn't making allegations against anyone except the mayor of the city he referred to.

A resident felt that researching neighboring communities for salary information for the Compensation Commission should not be done by Township staff because it might influence the commission.

Two residents expressed their disappointment over the vote on investigating an ethics ordinance, one of whom also suggested that the salary information regarding comparables forwarded to the Compensation Commission should include the salary of the Mayor of Wayne, which is in the neighborhood of \$3,000 per year.

N. ADJOURNMENT

Moved by Mr. Edwards, supported by Mr. Kelly, to adjourn the meeting at 10:14 p.m.
Ayes all.

Nancy Conzelman, Township Clerk

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Plymouth Community

Fire Department

August 2013

PLYMOUTH COMMUNITY FIRE DEPT, PLYMOUTH, MICHIGAN 48170

Monthly Report

C1 - Incident Type Codes Range from 100 to 911

08/01/2013 through 08/31/2013

Filter/Sort Field 1 begins with "200"

Printed: 09/04/2013

Incident Type Codes	Count	% of Total
111 Building fire	1	0.43
113 Cooking fire, confined to container	1	0.43
3001	1	0.43
311 Medical assist, assist EMS crew	8	3.45
321 EMS call, excluding vehicle accident with injury	133	57.33
322 Motor vehicle accident with injuries	12	5.17
324 Motor vehicle accident with no injuries	4	1.72
352 Extrication of victim(s) from vehicle	1	0.43
411 Gasoline or other flammable liquid spill	1	0.43
440 Electrical wiring/equipment problem, other	1	0.43
460 Accident, potential accident, other	1	0.43
500 Service Call, other	1	0.43
551 Assist police or other governmental agency	1	0.43
552 Police matter	1	0.43
553 Public service	1	0.43
554 Assist invalid	13	5.60
600 Good intent call, other	5	2.16
611 Dispatched & canceled en route	11	4.74
622 No incident found on arrival at dispatch address	7	3.02
631 Authorized controlled burning	1	0.43
652 Steam, vapor, fog or dust thought to be smoke	1	0.43
671 HazMat release investigation w/no HazMat	1	0.43
700 False alarm or false call, other	3	1.29
730 System malfunction, other	1	0.43
733 Smoke detector activation due to malfunction	1	0.43
734 Heat detector activation due to malfunction	3	1.29
735 Alarm system sounded due to malfunction	2	0.86
740 Unintentional transmission of alarm, other	6	2.59
743 Smoke detector activation, no fire - unintentional	3	1.29
744 Detector activation, no fire - unintentional	1	0.43
745 Alarm system activation, no fire - unintentional	1	0.43
900 Special type of incident, other	1	0.43
9001	2	0.86
911 Citizen complaint	1	0.43
Total:	232	99.97

PLYMOUTH COMMUNITY FIRE DEPT, PLYMOUTH, MICHIGAN 48170

Monthly Report

C1 - Incident Type Codes Range from 100 to 911

08/01/2013 through 08/31/2013

Filter/Sort Field 1 begins with "300"

Printed: 09/04/2013

Incident Type Codes	Count	% of Total
321 EMS call, excluding vehicle accident with injury	3	42.86
322 Motor vehicle accident with injuries	2	28.57
622 No incident found on arrival at dispatch address	1	14.29
9001	1	14.29
Total:	7	100.01

FIRE PREVENTION	January	February	March	April	May	June	July	August	Sept	October	November	December	Year-to-date
	TWP	TWP	TWP	TWP	TWP	TWP	TWP	TWP	TWP	TWP	TWP	TWP	TWP
INSPECTIONS	54	33	45	58	36	31	34	41					332
RE-INSPECTIONS	8	4	2	2		5	19	8					48
CERTIFICATE OF OCCUPANCY	3	4	3	7	2	3		19					41
CITATION REPORT													0
FIRE ALARM TESTS	21	10	22	28	30	26	19	30					186
HOOD SYSTEM INSPECTION	9	7	10	14	2	7	8	7					64
SUPPRESSION SYSTEM TEST	22	14	17	18	20	10	14	26					141
SPRINKLER FLUSH, HYDRO TEST, ETC.	1		1	1		1	2	5					11
PLAN REVIEWS AND OTHER ACTIVITIES	13	10	18	15	18	18	9	15					116
TOTAL INSP	131	82	118	143	108	101	105	151	0	0	0	0	939
FIRE STATION TOURS		1						1					2
PROGRAMS/DEMO'S													0
OTHER PUBLIC RELATIONS				1									1
TOTAL PUBLIC RELATIONS	0	1	0	1	0	0	0	1	0	0	0	0	3

14

 9-4-13
Mark S. Wendel, Fire Chief

CHARTER TOWNSHIP OF PLYMOUTH
REQUEST FOR BOARD ACTION

Meeting Date: September 24, 2013

ITEM: Medical Marihuana Act Moratorium Ordinance Amendment to extend the moratorium.

ACTION: Approve 2nd reading of the Amended Medical Marihuana Act Moratorium Ordinance

DEPARTMENT/PRESENTER(S): Timothy L. Cronin, Esq.

BACKGROUND: The Court of Appeals struck down an ordinance in the City of Wyoming which is virtually identical to the Zoning Ordinance provision used in the Township's Zoning Ordinance. The Township Zoning Ordinance prohibits any use which violates Federal Law, such provision being adopted in response to the passage of the Medical Marihuana Act. The Michigan Supreme Court granted to the City of Wyoming leave to appeal the Court of Appeals decision. This amendment extends the moratorium to March 15, 2014.

ATTACHMENTS: Clean and strikes copies of the Amended Medical Marihuana Act Moratorium Ordinance and a Summary.

BUDGET/TIME LINE: ASAP

RECOMMENDATION: Approve

--

PROPOSED MOTION: I move to approve the 2nd reading of the Amended Medical Marijuana Act
Moratorium Ordinance.

RECOMMENDATION: Moved by: _____ Seconded by: _____

VOTE: ____ KA ____ CC ____ MK ____ BD ____ RE ____ NC ____ RR

MOTION CARRIED _____ MOTION DEFEATED _____

STATE OF MICHIGAN
COUNTY OF WAYNE
CHARTER TOWNSHIP OF PLYMOUTH

MEDICAL MARIHUANA ACT MORATORIUM ORDINANCE

ORDINANCE NO. 1016 AMENDMENT 3

AN ORDINANCE TO AMEND THE CODE OF THE CHARTER TOWNSHIP OF PLYMOUTH BY AMENDING SECTION 1 OF ARTICLE 9 OF CHAPTER VII OF ORDINANCE 1016; TO EXTEND THE MEDICAL MARIHUANA ACT MORATORIUM; PROVIDING FOR APPEAL; PROVIDING FOR AN ADMINISTRATIVE HEARING AND RECOMMENDATION; PROVIDING FOR TOWNSHIP BOARD FINDINGS AND STATEMENT OF ACTION; PROVIDING FOR SERVICE; PROVIDING FOR REPEAL AND SEVERABILITY; PROVIDING FOR PENALTIES; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

THE CHARTER TOWNSHIP OF PLYMOUTH ORDAINS:

SECTION 1. MORATORIUM/MEDICAL MARIHUANA ACT USES; FINDINGS; APPEAL; ADMINISTRATIVE APPEAL PROCESS; WRITTEN FINDINGS ON APPEAL.

It is the finding of the Plymouth Charter Township Board that the possession, transport, delivery, use, packaging and storage of a drug listed on the Federal Controlled Substances Act is a criminal act. Prior to the Michigan Court of Appeals decision on *Ter Beek v. the City of Wyoming*, 297 Mich App 446 (2012) (*Ter Beek*), and in response to the passage of the Michigan Medical Marihuana Act, (MMA), Initiated Law of 2008, the Township Board adopted a Zoning Ordinance provision similar to that held to be void in the *Ter Beek* case.

An application by the City of Wyoming for leave to appeal the Court of Appeals decision in *Ter Beek* was granted ~~has been filed~~ by the ~~City of Wyoming under~~ Michigan Supreme Court by order dated April 3, 2013 under docket number 145816. ~~That application has not been acted upon as of the date of~~

~~adoption of drafting this ordinance.~~ A 90 day moratorium on permits and approvals for uses under the MMA was established by the Board of Trustees under Resolution #12-09-25-30 as necessary for the Township to maintain the status quo pending further decision by the Michigan Supreme Court, and to conduct necessary analysis, public hearing, drafting, and adoption of Zoning Ordinance amendments providing for the use(s) of marihuana authorized by the Michigan Medical Marihuana Act, all as provided under the Michigan Zoning Enabling Act, PA 110 of 2006.

Section A. Moratorium. A ~~fifteen (15) six~~ month extension of the moratorium established by Township Board Resolution is a reasonable amount of time for undertaking such action and is hereby established for applications for any permits or approvals for uses under the Michigan Medical Marihuana Act. During the ~~fifteen (15) six~~ months, the Planning Commission shall study the issue and make its best effort to, after public hearing, recommend a reasonable zoning approach. The Moratorium established hereby shall expire on March 15, 2014. This Moratorium shall be reviewed upon decision by the Michigan Supreme Court on docket number 145816.

Section B. Appeal. An individual shall have the right to file a claim regarding the hereby established moratorium. The claim shall include an explanation describing and substantiating the basis for the alleged wrong occasioned by the moratorium. The claim shall be heard by an Administrative Body made up of the Planning Commission Chair, the Chief Building Official, and the Township Board representative on the Planning Commission.

Section C. Administrative Appeal Process. Within 14 days of receipt of the claim by the Township Clerk the Administrative Body shall conduct a public hearing with notice of the time, date, location and purpose being posted no less than five days prior thereto and the hearing being conducted otherwise in compliance with the Open Meetings Act, at which hearing the claimant may make a written and oral presentation to the Administrative Body. Within seven days the Administrative Body shall issue and deliver to the Township Clerk a written recommendation addressed to the Township Board, signed by the members of the Administrative Body, which recommendation shall contain the collective or individual opinion(s) of the Administrative Body members regarding disposition of the claim. Upon receipt by the Clerk of the recommendation from the Administrative Body, at the next regular or special board meeting the Township

SECTION 2. VIOLATION AND PENALTY.

Unless otherwise provided, any person, corporation, partnership or any other legal entity who violates the provisions of this Ordinance shall be guilty of a misdemeanor and may be fined not more than Five Hundred (\$500.00) Dollars or imprisoned for not more than ninety (90) days, or both, at the discretion of the Court.

SECTION 3. REPEAL.

All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance, except as herein provided, are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

SECTION 4. SEVERABILITY.

If any section, subsection, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion thereof.

SECTION 5. SAVINGS CLAUSE.

The repeal or amendment herein shall not abrogate or affect any offense or act committed or done, or any penalty or forfeiture incurred, or any pending litigation or prosecution of any right established or occurring prior to the effective date of this Ordinance, as amended.

SECTION 6. PUBLICATION.

The Clerk for the Charter Township of Plymouth shall cause this Ordinance to be published in the manner required by law.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall take full force and effect upon publication.

CERTIFICATION

The foregoing Ordinance was duly adopted by the Township Board Trustees of the Charter Township of Plymouth at its regular meeting called and held on the _____ day of _____, 2013 and was ordered to be given publication in the manner required by law.

Nancy Conzelman, Clerk

Introduced: _____

Published: _____

Adopted: _____

Effective upon Publication: _____

**STATE OF MICHIGAN
COUNTY OF WAYNE
CHARTER TOWNSHIP OF PLYMOUTH**

MEDICAL MARIHUANA ACT MORATORIUM ORDINANCE

ORDINANCE NO. 1016 AMENDMENT 3

AN ORDINANCE TO AMEND THE CODE OF THE CHARTER TOWNSHIP OF PLYMOUTH BY AMENDING SECTION 1 OF ARTICLE 9 OF CHAPTER VII OF ORDINANCE 1016; TO EXTEND THE MEDICAL MARIHUANA ACT MORATORIUM; PROVIDING FOR APPEAL; PROVIDING FOR AN ADMINISTRATIVE HEARING AND RECOMMENDATION; PROVIDING FOR TOWNSHIP BOARD FINDINGS AND STATEMENT OF ACTION; PROVIDING FOR SERVICE; PROVIDING FOR REPEAL AND SEVERABILITY; PROVIDING FOR PENALTIES; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

THE CHARTER TOWNSHIP OF PLYMOUTH ORDAINS:

SECTION 1. MORATORIUM/MEDICAL MARIHUANA ACT USES; FINDINGS; APPEAL; ADMINISTRATIVE APPEAL PROCESS; WRITTEN FINDINGS ON APPEAL.

It is the finding of the Plymouth Charter Township Board that the possession, transport, delivery, use, packaging and storage of a drug listed on the Federal Controlled Substances Act is a criminal act. Prior to the Michigan Court of Appeals decision on *Ter Beek v. the City of Wyoming*, 297 Mich App 446 (2012) (Ter Beek), and in response to the passage of the Michigan Medical Marihuana Act, (MMA), Initiated Law of 2008, the Township Board adopted a Zoning Ordinance provision similar to that held to be void in the *Ter Beek* case.

An application by the City of Wyoming for leave to appeal the Court of Appeals decision in *Ter Beek* was granted by the Michigan Supreme Court by order dated April 3, 2013 under docket number 145816. A 90 day moratorium on permits and approvals for uses under the MMA was established by the Board of Trustees under Resolution #12-09-25-30 as necessary for the Township to maintain the status quo pending further decision by the Michigan Supreme Court, and to conduct necessary analysis, public hearing, drafting, and adoption of Zoning Ordinance amendments providing for the use(s) of marihuana

authorized by the Michigan Medical Marihuana Act, all as provided under the Michigan Zoning Enabling Act, PA 110 of 2006.

Section A. Moratorium. A fifteen (15) month extension of the moratorium established by Township Board Resolution is a reasonable amount of time for undertaking such action and is hereby established for applications for any permits or approvals for uses under the Michigan Medical Marihuana Act. During the fifteen (15) months, the Planning Commission shall study the issue and make its best effort to, after public hearing, recommend a reasonable zoning approach. The Moratorium established hereby shall expire on March 25, 2014. This Moratorium shall be reviewed upon decision by the Michigan Supreme Court on docket number 145816.

Section B. Appeal. An individual shall have the right to file a claim regarding the hereby established moratorium. The claim shall include an explanation describing and substantiating the basis for the alleged wrong occasioned by the moratorium. The claim shall be heard by an Administrative Body made up of the Planning Commission Chair, the Chief Building Official, and the Township Board representative on the Planning Commission.

Section C. Administrative Appeal Process. Within 14 days of receipt of the claim by the Township Clerk the Administrative Body shall conduct a public hearing with notice of the time, date, location and purpose being posted no less than five days prior thereto and the hearing being conducted otherwise in compliance with the Open Meetings Act, at which hearing the claimant may make a written and oral presentation to the Administrative Body. Within seven days the Administrative Body shall issue and deliver to the Township Clerk a written recommendation addressed to the Township Board, signed by the members of the Administrative Body, which recommendation shall contain the collective or individual opinion(s) of the Administrative Body members regarding disposition of the claim. Upon receipt by the Clerk of the recommendation from the Administrative Body, at the next regular or special board meeting the Township Board shall review the recommendation and may take any of the following actions, provided said action complies with all township ordinances:

- a. grant a waiver of the moratorium as to the stated claim;
- b. deny the claim;
- c. grant in part and deny in part the claim;
- d. refer the matter back to the Administrative Body for further consideration or hearing;

- e. refer the matter to the Planning Commission and/or the Planning or Building Department for further review and recommendation;
- f. any other relief found reasonable and necessary under the circumstances.

Section D. Written Findings on Appeal; Service. The Township Board shall adopt written findings and statement of action which shall within 5 business days of the publication of the minutes of the Board meeting be served by regular mail on the claiming party at the address shown on the claim.

SECTION 2. VIOLATION AND PENALTY.

Unless otherwise provided, any person, corporation, partnership or any other legal entity who violates the provisions of this Ordinance shall be guilty of a misdemeanor and may be fined not more than Five Hundred (\$500.00) Dollars or imprisoned for not more than ninety (90) days, or both, at the discretion of the Court.

SECTION 3. REPEAL.

All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance, except as herein provided, are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

SECTION 4. SEVERABILITY.

If any section, subsection, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion thereof.

SECTION 5. SAVINGS CLAUSE.

The repeal or amendment herein shall not abrogate or affect any offense or act committed or done, or any penalty or forfeiture incurred, or any pending litigation or prosecution of any right established or occurring prior to the effective date of this Ordinance, as amended.

SECTION 6. PUBLICATION.

The Clerk for the Charter Township of Plymouth shall cause this Ordinance to be published in the manner required by law.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall take full force and effect upon publication.

CERTIFICATION

The foregoing Ordinance was duly adopted by the Township Board Trustees of the Charter Township of Plymouth at its regular meeting called and held on the _____ day of _____, 2013 and was ordered to be given publication in the manner required by law.

Nancy Conzelman, Clerk

Introduced: _____

Published: _____

Adopted: _____

Effective upon Publication: _____

**STATE OF MICHIGAN
COUNTY OF WAYNE
CHARTER TOWNSHIP OF PLYMOUTH**

MEDICAL MARIHUANA ACT MORATORIUM ORDINANCE

SUMMARY OF ORDINANCE NO. 1016 AMENDMENT NO. 2

AN ORDINANCE TO AMEND THE CODE OF THE CHARTER TOWNSHIP OF PLYMOUTH BY ADDING A NEW SECTION, WHICH NEW SECTION SHALL BE DESIGNATED AS ARTICLE 9: MEDICAL MARIHUANA ACT MORATORIUM OF CHAPTER VII: CRIMINAL CODE; TO EXTEND THE MEDICAL MARIHUANA ACT MORATORIUM; PROVIDING FOR APPEAL; PROVIDING FOR AN ADMINISTRATIVE HEARING AND RECOMMENDATION; PROVIDING FOR TOWNSHIP BOARD FINDINGS AND STATEMENT OF ACTION; PROVIDING FOR SERVICE; PROVIDING FOR REPEAL AND SEVERABILITY; PROVIDING FOR PENALTIES; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

THE CHARTER TOWNSHIP OF PLYMOUTH ORDAINS:

SECTION 1. MORATORIUM/MEDICAL MARIHUANA ACT USES; FINDINGS; APPEAL; ADMINISTRATIVE APPEAL PROCESS; WRITTEN FINDINGS ON APPEAL.

This section provides for findings by the Township Board; setting a moratorium on medical marihuana uses; an appeal, administrative appeal process and Township Board written findings and statement of action.

SECTION 2. VIOLATION AND PENALTY.

This section provides that any person or entity that violates any provision of this Ordinance may, upon conviction, be fined not more than Five Hundred (\$500.00) Dollars or imprisoned not more than Ninety (90) days, or both, in the discretion of the court.

SECTION 3. REPEAL.

This section provides that all Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

SECTION 4. SEVERABILITY.

This section provides that any unenforceable section can be severed from the rest of the Ordinance.

SECTION 5. SAVINGS CLAUSE.

This section provides that adoption of this Ordinance does not affect proceedings, prosecutions for violation of law, penalties and matured rights and duties in effect before the effective date of this Ordinance.

SECTION 6. PUBLICATION.

This section provides that the Clerk for the Charter Township of Plymouth shall cause this Ordinance to be published in the manner required by law.

SECTION 7. EFFECTIVE DATE.

This section provides that this Ordinance shall take full force and effect upon publication.

Copies of the complete text of this Ordinance are available at the office of the Charter Township of Plymouth, 9955 N. Haggerty Road, Plymouth, Michigan 48170, during regular business hours.

**CHARTER TOWNSHIP OF PLYMOUTH
STAFF REQUEST FOR BOARD ACTION**

Meeting date: September 24, 2013

ITEM: DuPont Imprelis Claims Resolution

BRIEF:

ACTION: To approve three Claims Resolution Agreements with DuPont regarding damage caused to trees from the application of their weed control product Imprelis, at Township Hall, Fire Station #1 and Miller Family Park. These three agreements plus the two previously approved Imprelis Agreements total five (5) of the six (6) claims, Township Park remains the only outstanding claim.

DEPARTMENT/PRESENTER(S): Supervisor Richard M. Reaume
Attorney Tim Cronin

BACKGROUND: The original 2012 proposed settlement agreements for the removal and replacement of was not satisfactory to Plymouth Township. After requesting and receiving a second tree damage survey DuPont has submitted Amended Agreements. Per the 2013 Amended Agreements DuPont is now proposing to pay a cash settlement for three locations; Township Hall, Fire Station #1 and Miller Family Park. Plymouth Township will be responsible to remove the identified affected trees, replacement of the trees, tree care plus be paid an additional 15% in compensation. See attached spreadsheet for cash values, 2012 Offers and 2013 Amended Offers.

Township Attorney Cronin has reviewed the previous two plus these three Amended Agreements.

BUDGET/TIME LINE: General Fund – N/A

RECOMMENDATION: **Approve**

PROPOSED MOTION:

I move to approve the Amended Claims Resolution Agreements as submitted by DuPont for Township Hall, Fire Station #1 and Miller Family Park and authorize the Supervisor to sign the agreements as Authorized Property Owner and the Clerk to sign as Witness.

RECOMMENDATION: Moved by: _____ Seconded by: _____

VOTE: ___ KA ___ CC ___ RD ___ MK ___ RE ___ NC ___ RR

MOTION CARRIED _____ **MOTION DEFEATED** _____

DuPont Imprelis Claims Resolution - Cash Values
September 24, 2013

	2012 DuPont Offer		2013 Amended Offer		
	Payment for Tree Removal	Claim Offer	<u>Payment for Trees</u>		Amended Offer
			To Be Removed By Township	Already Removed By Township	
Township Hall	0.00	6,682.25	5,600.00		41,149.80
Fire Station #1	0.00	4,658.10	750.00	1,200.00	6,454.20
Miller Family Park	<u>0.00</u>	<u>12,676.35</u>	<u>4,950.00</u>	<u>300.00</u>	<u>53,696.70</u>
Subtotals	0.00	24,016.70	11,300.00	1,500.00	101,300.70
TOTAL		<u><u>24,016.70</u></u>			<u><u>114,100.70</u></u>

DuPont Imprelis® Claims Resolution Process
c/o Epiq Systems
PO Box 4834, Grand Central Station
New York, NY 10163-4834

August 29, 2013

VIA UPS

HEMMING, POLACZYK, CRONIN, WITTHOFF & BENNETT, P.C . ATTORNEYS AND
COUNSELORS AT LAW
ATTN: TIMOTHY CRONIN
217 WEST ANN ARBOR ROAD
SUITE 302
PLYMOUTH, MI 48170

Re: Property Owner: PLYMOUTH TOWNSHIP HALL
Claim Number: 9028238
Property Location: 9955 HAGGERTY RD
PLYMOUTH, MI 48170

Enclosed please find E.I. du Pont de Nemours and Company's response to your client's submission of disagreement with the Claim Resolution Agreement dated October 16, 2012.

Signed,

E.I. du Pont de Nemours and Company



C. Steven Williams
Manager Claims Resolution

DuPont Imprelis® Claims Resolution Process
c/o Epiq Systems
PO Box 4834, Grand Central Station
New York, NY 10163-4834

August 29, 2013

VIA UPS

PLYMOUTH TOWNSHIP HALL
ATTN: STEVE RAPSON
9955 HAGGERTY RD
PLYMOUTH, MI 48170

Re: Claim Number: 9028238
Property Location: 9955 HAGGERTY RD
PLYMOUTH, MI 48170

E.I. du Pont de Nemours and Company ("DuPont") has received your response to the Claim Resolution Agreement dated October 16, 2012. DuPont has taken your response very seriously and, after careful consideration, has prepared the attached Amended Claim Resolution Agreement ("Amended Agreement"). This notice only applies to the property identified above. If you submitted information about other properties, separate notice letters have been or will be issued to you.

If you agree to the terms of the enclosed Amended Agreement, including Addendum A, which is a Release Regarding Election to Remove Trees on your property ("Addendum A"), DuPont offers to:

- Pay you \$5,600.00 to remove the trees in Table 1 of the Amended Agreement in lieu of DuPont removing the trees specified in Table 1 of the Amended Agreement.
- Pay you \$26,210.00 that you can use to arrange for the replacement of those 18 tree(s) should you choose.
- Pay you \$2,700.00 to provide new tree maintenance for your replacement tree(s).
- Pay you \$6,142.00 that you can use to purchase tree care for 26 other tree(s) remaining on your property.
- Give you a limited warranty for damage (if any) to trees caused by Imprelis® arising in the future.
- Pay you an additional \$6,097.80 in compensation.

Detailed information about each of these offers is provided in the enclosed Amended Agreement. The Amended Agreement may also contain updated language that differs in some places from that in your original Claim Resolution Agreement, so please carefully review the entire Amended Agreement.

In agreeing to accept payment from DuPont relating to trees on your property, you must also agree to several other terms, including, but not limited to, a release waiving your right to file or participate in any lawsuit related to Imprelis®, an agreement to bring remaining disputes in arbitration, and a waiver of your right to a jury trial. In addition, you must execute Addendum A. Please read the enclosed Amended Agreement, including Addendum A, in its entirety. At your own expense, you may seek the advice of counsel of your choosing at any time before signing the Amended Agreement, including Addendum A.¹

It is our hope to resolve your claim as promptly as possible. If you agree to the terms, please sign where indicated, include a witness signature as required, and return all of the pages of the Amended Agreement (including the Tables), and Addendum A, to:

If by regular mail:

Imprelis Claims Resolution Process
c/o Epiq Systems
P.O. Box 4834, Grand Central Station
New York, NY 10163-4834

If by overnight mail:

Imprelis Claims Resolution Process
c/o Epiq Systems
757 Third Avenue, 3rd Floor
New York, NY 10017

¹ NOTICE: DuPont advises Owner that other property owners have filed lawsuits against DuPont, including those seeking to certify class actions of which Owner may be a putative member. These lawsuits allege, among other things, that DuPont failed adequately to test Imprelis® before releasing it to the market and failed to include appropriate warnings about the harm that Imprelis® could cause to non-target vegetation. Plaintiffs in these lawsuits seek compensatory damages, statutory damages, punitive damages, and other types of relief that may be greater than that available in this claims process.

Many of those lawsuits have been consolidated in In re Imprelis Herbicide Marketing, Sales Practices and Products Liability Litigation, Case No. 2:11-md-02284-GP in the U.S. District Court for the Eastern District of Pennsylvania. The Court has appointed the following counsel for Plaintiffs:

Co-Lead Counsel

- Richard J. Arsenaault of NEBLETT, BEARD & ARSENAULT, 2220 Bonaventure Court, P.O. Box 1190, Alexandria, Louisiana 71301, (800) 256-1050;
- Adam J. Levitt of GRANT & EISENHOFER PA, 30 N. LaSalle Street, Suite 1200, Chicago, Illinois 60602, (312) 214-0000;
- Gregory S. Ascioffa of LABATON SUCHAROW LLP, 140 Broadway, New York, New York 10005, (212) 907-0700; and
- Jonathan D. Selbin of LIEFF CABRASER HEIMANN & BERNSTEIN, LLP, 250 Hudson Street, 8th Floor, New York, New York 10013, (212) 355-9500.

Liaison Counsel

- Robert Kitchenoff of WEINSTEIN KITCHENOFF & ASHER LLC, 1845 Walnut Street, Suite 1100, Philadelphia, Pennsylvania 19103, (215) 545-7200.

Copies of any complaints are available on request from DuPont. By signing this release, in exchange for the relief provided by DuPont, Owner is foregoing any right to participate in any of these other actions or to otherwise file suit against DuPont for claims released. OWNER UNDERSTANDS THAT IT HAS THE RIGHT TO SEEK LEGAL COUNSEL OF OWNER'S OWN CHOICE BEFORE SIGNING THIS AMENDED AGREEMENT.

Once DuPont receives the signed Amended Agreement, and Addendum A, it will begin the steps outlined in the Amended Agreement. Payments will be made via check and sent to the address indicated at the top of this letter.

If you do not agree with any of the terms set forth in the attached Tables, or you believe that there are additional trees on your property that were damaged by Imprelis®, please provide your reasons in writing to DuPont at the above-identified Imprelis® Claims Resolution Process address. Please include in your submission: (i) your claim number; (ii) a statement detailing the basis for your disagreement; (iii) copies of any documents or photographs upon which you rely; and (iv) your address, phone, and e-mail contact information. DuPont will only consider disagreements with the information and recommendations that appear in the attached Tables.

NOTE: There is a Class Action Settlement (“Settlement”) awaiting final approval by the Court. You may sign this Amended Agreement, and Addendum A, at any time and receive the compensation described herein without waiting for a determination of whether the Settlement is approved by the Court. Should the Settlement become final (as defined in the Settlement Agreement), you will receive the benefits of the extended warranty provided under the Settlement Agreement. You may also provide notice that you wish to object to the terms of your offer set forth in the Tables of this Amended Agreement, and that you wish for your objection to be heard by the Appeals Panel that will be convened if the Settlement becomes final. If you have already requested an appeal before the Appeals Panel and receive a revised offer to resolve your claim, you may accept the offer OR reject the revised offer and continue with your appeal. If you want to continue with your appeal, please call 1-866-796-4783 within thirty (30) days after receiving your revised offer. For more detailed information about the Appeals Panel, go to www.TreeDamageSettlement.com. If you do not opt out of the Settlement by the deadline for doing so and the Settlement becomes final, any objection or notice of intent to appeal must be in writing, and postmarked by thirty (30) days after the date you receive notice that the Settlement has become final or thirty (30) days after receipt of your offer, whichever is later. Otherwise, you will be deemed to have accepted the offer consistent with the terms of the Settlement. If you have not accepted this Amended Agreement, and Addendum A, and the Settlement does not become final, you will receive written notice that the Settlement did not become final, which will set forth the deadline for submitting signed Claim Resolution Agreements. You will have sixty (60) days from your receipt of this written notice to accept the terms of this Amended Agreement, and Addendum A.

For more information, go to www.TreeDamageSettlement.com.

Included with your Amended Agreement is a copy of the claim form that was completed when your property was inspected. The Amended Agreement may be based on supplemental information not contained in the claim form. If you would like additional details about supplemental information used to determine your claim, if any, please contact DuPont. If tree measurements required for claim valuation were not provided on the claim form, default measurements may have been used to process your claim. Please carefully review the tree measurements specified in the Tables attached to this Amended Agreement. If you believe that

any of those measurements are incorrect, please submit an objection within thirty (30) days and provide evidence, including photographs, to substantiate your claim.

DuPont intends for this Amended Agreement to provide resolution of your Imprelis®-related claims and is hopeful that it will meet with your satisfaction. If you have any questions or concerns about the Imprelis® Claims Resolution Process, please contact DuPont at 1-866-796-4783.

Please read this entire Amended Claim Resolution Agreement (“Amended Agreement”), including Addendum A: Release Regarding Election to Remove Trees (“Addendum A”), carefully. The Amended Agreement may contain updated language that differs from your original Claim Resolution Agreement. By signing the Amended Agreement, and Addendum A, you agree to be bound by all of the terms and conditions set forth below.

AMENDED CLAIM RESOLUTION AGREEMENT

This Amended Claim Resolution Agreement (“Amended Agreement”) is entered into between E.I. du Pont de Nemours and Company (“DuPont”) and an authorized owner of the property at 9955 HAGGERTY RD, PLYMOUTH, MI 48170. The authorized Owner (“Owner”) represents that he or she holds title to the property at issue, and that all other persons or entities holding a fee simple, leasehold or other possessory interest in the property have authorized Owner to execute this Amended Agreement, and Addendum A, to bind them to the terms thereof, and to make choices about and receive services and payment on their behalf.

TREE REMOVAL AND REPLACEMENT

There may be laws or regulations and/or neighborhood or homeowner association rules that address tree removal or replacement. Before any removal and/or replacement of trees can take place under this Amended Agreement, and Addendum A, Owner must make sure that such action is in compliance with such laws, rules and/or regulations.

REMOVAL OF TREES

Payment: DuPont recommends removal for all trees listed in Table 1. However, Owner has advised that it does not want DuPont to remove certain damaged trees from its property. Owner has advised that in lieu of removal of the damaged trees by DuPont, it would like to receive payment from DuPont for the value of removal of the damaged trees and it will remove the trees in Table 1 itself. DuPont offers to pay Owner \$5,600.00 in lieu of DuPont removing the trees specified in Table 1. If tree(s) listed in Table 1 have already been removed and disposed of properly, DuPont will pay Owner the amount listed in Table 1 to compensate Owner for removal of those trees in lieu of DuPont arranging for removal, unless DuPont removed, arranged, or paid for the removal and disposal of a tree(s) prior to the Amended Agreement. DuPont does not offer assurances about compensation for trees Owner may have caused to have removed before DuPont was able to evaluate them under the claims process.

Owner has read and agreed to the terms set forth in Addendum A, attached hereto and incorporated herein by this reference, which concerns Owner’s preference to be paid in lieu of having DuPont remove the tree(s) specified in Table 1 and Owner’s preference to remove the trees in Table 1 itself. Owner agrees that it will comply with the tree removal and disposal guidelines set forth on www.imprelis-facts.com in exchange for DuPont’s agreement to pay Owner to remove its own trees.

REPLACEMENT

Payment: DuPont offers to pay Owner \$26,210.00 for the value of the trees listed in Table 1. Owner shall decide how to use this compensation and is not bound to purchase replacement tree(s). If Owner opts to use this compensation to replace trees, replacement tree or trees of the Owner's choosing may be purchased from (a) one of DuPont's designated qualified tree replacers or (b) a tree replacer of the Owner's choosing. A list of designated qualified tree replacers is available at www.imprelis-facts.com. If Owner decides to purchase replacement tree(s) from a tree replacer other than those listed on the designated qualified tree replacer list, the Limited Warranty for new trees identified below may not apply. Not all trees (particularly trees greater than 20 feet tall) will be able to be replaced with precise equivalents. Table 5 represents a listing of tree replacement prices that have been agreed to by DuPont's designated qualified tree replacers for the particular species of trees to be removed from Owner's property. If Owner is unable to arrange for tree replacement with another tree or trees of the same species from one of DuPont's designated qualified tree replacers at the prices set forth in Table 5, Owner may contact DuPont at 1-866-796-4783 for assistance. DuPont will work with its designated qualified tree replacers or another company to ensure that, if Owner so chooses, Owner can receive another tree or trees of the same species at the value promised.

New Tree Maintenance: In addition, DuPont will pay Owner \$150.00 per removed tree for new tree maintenance of any replacement trees.

Qualified Tree Replacer Limited Warranty for Replacement Trees: Each replacement tree planted by DuPont's designated qualified tree replacers will be covered by a two-year replacement guarantee supported by DuPont's designated qualified tree replacers. If Owner believes that the tree replacement guarantee is not being honored by DuPont's designated qualified tree replacers, Owner should contact DuPont at 1-866-796-4783 for assistance.

Any replacement tree will be planted in a workmanlike manner according to standard industry practice. Subject to the limitations below, any replacement tree that does not survive the period extending two years from the date of planting will be replaced by a tree of the same or similar value. A tree will only be replaced once during the warranty period. A new guarantee will not extend to a replacement tree planted during the warranty period.

The warranty excludes any damage to a tree outside of DuPont's designated qualified tree replacers' control and specifically excludes any tree damage resulting from acts of nature such as severe weather conditions, wind, hail, low temperature, drought, flooding, or storm damage; damage caused by humans or animals, including mowing, plowing, digging; damage caused by insects or disease; and damage attributable to an Owner's failure to properly care for a replacement tree, such as improper watering, pruning, and fertilization. The limited warranty provided by DuPont's designated qualified tree replacers excludes any tree damage relating to Imprelis®.

TREE CARE

Payment: DuPont recommends tree care for the trees listed in Table 2, as care is required for these trees to have the best chance to thrive. DuPont will pay Owner \$6,142.00 so that Owner can provide tree care for each of these trees. DuPont recommends that Owner consult an arborist or lawn care professional for assistance in purchasing and/or ascertaining proper tree care for the trees listed in Table 2. Tree care for each tree may include pruning, shaping, watering, insect spraying, and other care.

Reassessment. If a tree receiving tree care remains alive at the end of the DuPont Limited Warranty period set forth below, but Owner reasonably believes that it will not recover because of its exposure to Imprelis®, DuPont will, at Owner's request, reassess the tree for possible removal and replacement or reasonable compensation. If a tree receiving tree care dies during the DuPont Limited Warranty period set forth below because of its exposure to Imprelis®, DuPont will arrange to remove and replace the tree or provide reasonable compensation for the value of the tree. Owner should make any requests under this subparagraph by calling 1-866-796-4783. DuPont will not be responsible for reassessment, removal, replacement or compensation for any tree for which Owner has failed to provide appropriate care. When requesting reassessment of a tree, Owner agrees to provide adequate documentation, such as receipts, invoices, or other information, to verify that the Owner provided appropriate tree care to the trees identified on Table 2.

Important: If Owner removes (or authorizes anyone else to remove) any tree identified on Table 2 at a future time, Owner agrees that the removal and disposal will be performed in accordance with the instructions listed at www.imprelis-facts.com.

ADDITIONAL PAYMENT

In addition to the above, DuPont will make an additional payment to Owner. The amount of the additional payment is listed in the bottom row of Table 4, and represents 15% of the total value of the other payments and services DuPont is providing. This additional payment of \$6,097.80 is intended to compensate Owner for all other potential Imprelis®-related claims against DuPont that may exist, including but not limited to any claims for loss of aesthetic enjoyment; loss of use; loss in property value; or claimed damage to other trees, shrubs, grasses, or other plants.

DUPONT LIMITED WARRANTY

DuPont warrants against any damage to any tree on Owner's property (including replacement trees) caused by Imprelis® until December 31, 2013, or in the case of replacement trees, until a date two years after the date of planting. In the event that the Owner's property is sold, this limited warranty transfers with the property to the new owner. If Owner believes that a tree covered by this warranty has experienced damage caused by Imprelis®, it shall promptly inform DuPont by sending a letter by regular U.S. Mail detailing such damage and the reason Owner believes it is caused by Imprelis® to:

DuPont Imprelis® Claims Resolution Process
c/o Epiq Systems
Attn: Warranty Notifications
FDR Station, P.O. Box 5013
New York, NY 10150-5013

This warranty does not apply to trees recommended to receive tree care for which Owner has failed to provide the appropriate care.

NOTE: If the Settlement becomes final (as defined in the Settlement Agreement), DuPont will warrant against any damage to any tree on Owner's property (including replacement trees) caused by Imprelis® until May 31, 2015.

RELEASE AND NOTICE

As consideration for the above, Owner agrees to forever release, acquit, and discharge DuPont, any third-party individuals or entities that applied or arranged for the application of Imprelis® on Owner's property, and any Imprelis® distributors; and all of their respective principals, agents, officers, directors, stockholders, owners, partners, employees, attorneys, sureties, insurers, successors, predecessors, assigns, and all affiliated corporations and entities, including their sureties, insurers, and attorneys, or any other insurer and each of them (collectively, the "Released Parties") from any and all claims arising from or relating to Imprelis® including but not limited to those that were, could have been, or could be asserted by Owner, subject only to the express exceptions listed herein. The Released Claims shall include, but are not limited to, any and all claims, causes of action, demands, actions, suits, rights, obligations, controversies or the like, known or unknown, arising from or relating to Imprelis® under state consumer fraud, warranty or unjust enrichment laws (the "Released Claims"). **The only claims excluded from this Release shall be that Owner will not release claims for personal injury, wrongful death, and any environmental claims not related to claimed injuries to Owner's property and vegetation.**

Owner covenants and agrees that he/she/it shall not hereafter seek to establish liability against any Released Parties based, in whole or in part, on any of the Released Claims. Owner expressly waives and fully, finally, and forever settles and releases any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claims without regard to the subsequent discovery or existence of different or additional facts.

IN ADDITION, OWNER HEREBY EXPRESSLY WAIVES AND RELEASES ANY AND ALL PROVISIONS, RIGHTS, AND BENEFITS CONFERRED BY ANY STATUTE, LAW OR PRINCIPLE OF COMMON LAW, WHICH IS SIMILAR, COMPARABLE, OR EQUIVALENT TO § 1542 OF THE CALIFORNIA CIVIL CODE, WHICH READS:

SECTION 1542. GENERAL RELEASE; EXTENT. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN

HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR;

Owner may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the Released Claims, but Owner hereby expressly waives and fully, finally, and forever settles and releases any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claims arising from or relating to Imprelis® whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. Owner also hereby expressly waives and fully, finally, and forever settles and releases any and all Released Claims it may have against the Releasees under § 17200, et seq., of the California Business and Professions Code.

Owner warrants and represents that it has not assigned and will not attempt to assign to any party any rights related to the matters covered by this Release, Amended Agreement, and Addendum A. Additionally, Owner warrants and represents that it will not seek compensation from any other party, including but not limited to any insurance company relating to the matters covered by this Release, Amended Agreement, and Addendum A. This release does not include claims made under the DuPont Limited Warranty or claims arising out of this Release, Amended Agreement, and Addendum A.

Owner and DuPont agree that no medical claim has been made or released by Owner that would implicate the Medicare Secondary Payer Act or the Medicare, Medicaid, and SCHIP Extension Act of 2007.

NOTICE: DuPont advises Owner that other property owners have filed lawsuits against DuPont, including those seeking to certify class actions of which Owner may be a putative member. These lawsuits allege, among other things, that DuPont failed adequately to test Imprelis® before releasing it to the market and failed to include appropriate warnings about the harm that Imprelis® could cause to non-target vegetation. Plaintiffs in these lawsuits seek compensatory damages, statutory damages, punitive damages, and other types of relief that may be greater than that available in this claims process.

Many of those lawsuits have been consolidated in In re Imprelis Herbicide Marketing, Sales Practices and Products Liability Litigation, Case No. 2:11-md-02284-GP in the U.S. District Court for the Eastern District of Pennsylvania. The Court has appointed the following counsel for Plaintiffs:

Co-Lead Counsel

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- **Adam J. Levitt of GRANT & EISENHOFER PA, 30 N. LaSalle Street, Suite 1200, Chicago, Illinois 60602, (312) 214-0000;**

- Gregory S. Asciolla of LABATON SUCHAROW LLP, 140 Broadway, New York, New York 10005, (212) 907-0700; and
- Jonathan D. Selbin of LIEFF CABRASER HEIMANN & BERNSTEIN, LLP, 250 Hudson Street, 8th Floor, New York, New York 10013, (212) 355-9500.

Liaison Counsel

- Robert Kitchenoff of WEINSTEIN KITCHENOFF & ASHER LLC, 1845 Walnut Street, Suite 1100, Philadelphia, Pennsylvania 19103, (215) 545-7200.

Copies of any complaints are available on request from DuPont. By signing this release, in exchange for the relief provided by DuPont, Owner is foregoing any right to participate in any of these other actions or to otherwise file suit against DuPont for claims released. **OWNER UNDERSTANDS THAT IT HAS THE RIGHT TO SEEK LEGAL COUNSEL OF OWNER'S OWN CHOICE BEFORE SIGNING THIS AMENDED AGREEMENT.**

NO ADMISSIONS OR CONCESSIONS

This Amended Agreement, and Addendum A, shall not in any way be construed or deemed to be evidence or an admission or a concession of any fault, liability, fact or amount of damages, or any other matter whatsoever on the part of any party to this Amended Agreement, and Addendum A.

OWNER'S REPRESENTATIONS, COVENANTS, AND WARRANTIES

Owner represents, covenants, and warrants that:

- it has not assigned, transferred, encumbered, or otherwise impaired its rights to settle any claims released by the Amended Agreement, and Addendum A; AND
- it will pay or otherwise resolve all known liens asserted in or arising out of this matter, including any liens asserted by Owner's attorney, insurers or others.

ARBITRATION AGREEMENT

Owner and DuPont agree that any and all claims or disputes of whatever nature between Owner and DuPont and/or any Released Party or Parties that arise out of or relate to Owner's claims, Imprelis®, or this Amended Agreement (including but not limited to those relating to the DuPont Limited Warranty, this Amended Agreement, and Addendum A, and the events surrounding its negotiation and execution) in any way must be resolved through mandatory, binding arbitration, rather than litigation in court. This Amended Agreement, and Addendum A, shall be enforced pursuant to the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* **An arbitrator, not a judge or jury, will decide any dispute. DuPont and Owner hereby specifically waive any right to trial by jury.** If any part of this paragraph is found to be unenforceable by any court or arbitrator, then the Amended Agreement, and Addendum A, are invalid.

- a) Class Action Waiver. Owner agrees that any and all claims or disputes between it and any Released Party or Parties that arise out of or relate to this Amended Agreement (including the DuPont Limited Warranty), and Addendum A, in any way will be arbitrated on an individual basis and that there will be no class or representative actions in arbitration. Owner agrees not to participate in a class or representative action against any Released Party or Parties and agrees to affirmatively opt out of such a class, if the class action asserts claims that would fall within the scope of the Release if they were asserted directly by Owner. Owner and DuPont agree that this class action waiver is an essential part of this Amended Agreement, and Addendum A, and that the class action waiver may not be severed from this Amended Agreement, and Addendum A. If this class action waiver is found to be unenforceable by any court or arbitrator, then the Amended Agreement, and Addendum A, are invalid.
- b) Notice of Arbitration. If Owner wishes to bring a claim or dispute against DuPont which is subject to mandatory, binding arbitration under this provision, Owner must send a written Notice of Arbitration as set forth in the CPR Fast Track Arbitration Rules to DuPont by regular U.S. Mail at the following address:

DuPont Imprelis® Claims Resolution Process
c/o Epiq Systems
Attn: Arbitration Process
FDR Station, P.O. Box 5011
New York, NY 10150-5011

Notwithstanding the deadline contained in the CPR Fast Track Arbitration Rules, DuPont will have thirty (30) days from receipt of the Notice of Arbitration to respond.

- c) Choice of Arbitrator, Fees and Costs. All arbitrations shall be conducted before the CPR International Institute for Conflict Prevention and Resolution (www.cpradr.org, 1-212-949-6490). The CPR Fast Track Arbitration Rules will apply in any arbitration. Arbitration fees, not including attorney's fees and costs, shall be borne by DuPont.
- d) Limit on Relief in Arbitration. DuPont and Owner agree that an arbitrator may only award such relief as a court of competent jurisdiction could.

TRANSITIONAL NATURE OF AMENDED AGREEMENT

If the Settlement becomes final (as defined in the Settlement Agreement), the terms of the Settlement will supersede these arbitration provisions, warranty provisions, and release provisions. A copy of the Settlement Agreement will be posted at www.TreeDamageSettlement.com.

Should the Settlement not become final, the terms of this Amended Agreement, and Addendum A, shall remain in force.

If you have not accepted this Amended Agreement, and Addendum A, and the Settlement does not become final, you will receive written notice that the Settlement did not become final, which will set forth the deadline for submitting signed Claim Resolution Agreements. You will have sixty (60) days from your receipt of this written notice to accept the terms of this Amended Agreement, and Addendum A.

MISCELLANEOUS

Mandatory Disclosures. State and local laws may require that Owner disclose to potential buyers the existence of pending Imprelis® claims, as well as the warranties set forth in the Amended Agreement. Owner may consult with an attorney of its choosing at any time regarding disclosure obligations that may arise during sale of this property.

Choice of Law. This Amended Agreement, and Addendum A, are made and shall be construed, interpreted, enforced, and governed in all respects under the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

Severance. Aside from specific exceptions explicitly noted in the Amended Agreement, and Addendum A, if any provision, or any portion of any provision, of this Amended Agreement, and Addendum A, is held to be illegal, invalid, or contrary to public policy by a court of competent jurisdiction, such provision shall be deemed to be severed and deleted; neither such provision, nor its severance and deletion, shall affect the validity of the remaining provisions of this Amended Agreement, or Addendum A.

Integration. This Amended Agreement, and Addendum A, memorialize and constitute the entire Amended Agreement and understanding between and among DuPont and Owner, and supersedes and replaces all prior negotiations, proposed agreements, and agreements, whether written or unwritten. Owner acknowledges that no Released Party, or any agent or attorney of any Released Party, has made any promise, representation, or warranty whatsoever respecting this Amended Agreement, or Addendum A, and that Owner has not relied on any such promise, representation, or warranty.

Heirs and Successors Bound. This Amended Agreement, and Addendum A, shall be binding upon and inure to the benefit of DuPont and Owner hereto and their respective heirs, personal representatives, successors and assigns, and any corporation, partnership or other entity into or with which any party hereto may merge, consolidate or reorganize.

DuPont and Owner have fully read and understood the terms and conditions above, and agree to be bound by them.

Signed,

E.I. du Pont de Nemours and Company

A handwritten signature in black ink, appearing to read "C. Steven Williams", written over a horizontal line.

C. Steven Williams
Manager Claims Resolution

Authorized Property Owner:

Only the current owner who holds legal title to the property may sign this Amended Agreement. The name signed below must match (one of) the name(s) of the record owner for the property. If you are unsure whether you are the authorized property owner, please consult the deed to the property. Agreements signed by someone other than the current property owner will not be accepted, and delays are likely to result while the correct signature is obtained.

If signature is by a trustee, executor, administrator, attorney-in-fact, officer of a corporation or other acting in a fiduciary or representative capacity, it must be so indicated and **proper evidence of authority satisfactory to DuPont, must be submitted.** A tax identification number **must** be provided for all non-residential properties, including golf courses, corporations, and companies. Although DuPont does not anticipate that payments under the Amended Agreement will be taxable, individual circumstances and applicable regulations may vary. Please provide the requested tax identification number, and consult your tax advisor for determinations about your particular payment. Agreements submitted without the proper authority and tax information will not be processed, and delays are likely to result while the missing information is obtained.

The Property Owner **must have a witness present** when signing this Amended Agreement. The **witness must then sign** the signature line below and provide the specified contact information. The Owner must return all pages of the Amended Agreement (including the Tables), and a signed copy of Addendum A. Agreements submitted without a witness signature and all the pages will not be processed, and delays are likely to result while the missing material is obtained.

The Undersigned represents that I have full authority to sign.

Authorized Property Owner:**Witness:**

Signature

Signature

Printed Name

Printed Name

Title (if applicable)

Date

Business Name (if applicable)

Address

Tax ID No. for Businesses Required
for Payment Purposes

City, State Zip

Date

Telephone Number

Amended Agreement

ADDENDUM A

RELEASE REGARDING ELECTION TO REMOVE TREES

<p>This Release Regarding Election to Remove Trees ("Release") is made as of _____ (the "Effective Date") by E.I. du Pont de Nemours and Company, ("DuPont" or "Released Party") in favor of _____, a property owner ("Owner") (collectively referred to as "the Parties"), for property located at _____.</p>
--

RECITALS

1. Owner had Imprelis® applied to its property on a date or dates after August 30, 2010 and before August 22, 2011.
2. Damage to certain species of trees was discovered after Imprelis® was applied to Owner's property.
3. DuPont instituted a claims process to resolve claims of property owners that Imprelis® caused damage to their trees.
4. DuPont has offered to resolve Owner's claim for damage to the trees on its property through an Amended Claim Resolution Agreement ("Amended Agreement").
5. A component of DuPont's offer to resolve Owner's claim is to remove certain damaged trees on Owner's property.
6. Owner has advised that in lieu of removal of certain damaged trees, it would like to receive a payment from DuPont for the value of removal of the damaged trees in Table 1 of the Amended Agreement, and remove those trees or cause those trees to be removed from its property.
7. Owner has represented that it has the capability to remove the trees in Table 1 of the Amended Agreement itself, or will engage the services of a third party with the capability to remove the trees in Table 1.
8. Owner agrees that removal and disposal will be done in accordance with the removal and disposal guidelines set forth at www.imprelis-facts.com.
9. Owner will retain responsibility for any harm or damage caused by improper removal and disposal of any trees listed in Table 1, whether that removal and disposal is performed by Owner or a third party.

10. This Addendum does not in any way alter the terms and conditions contained in the Amended Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

RELEASE

As consideration for the above, Owner agrees to forever release, acquit, and discharge DuPont, any third-party individuals or entities that applied or arranged for the application of Imprelis® on Owner's property, and any Imprelis® distributors; and all of their respective principals, agents, officers, directors, stockholders, owners, partners, employees, attorneys, sureties, insurers, successors, predecessors, assigns, and all affiliated corporations and entities, including their sureties, insurers, and attorneys, or any other insurer, and each of them (collectively, the "Released Parties") from any and all liabilities, actual and potential claims, demands, and causes of action, of whatever nature, whether known or unknown, foreseen or unforeseen, asserted or unasserted, that Owner has or may in the future have against any Released Party or Parties as related to Imprelis®, the application of Imprelis® to the Owner's property, the removal of any trees on Owner's property, the disposal of any trees removed from Owner's property, or any resulting damage caused by trees which the Owner removes or causes to be removed from its property, this Release and the events surrounding its negotiation and execution, including but not limited to claims for fraud and fraudulent inducement. Owner warrants and represents that it has not assigned and will not attempt to assign to any party any rights related to the matters covered by this Release and Amended Agreement. Additionally, Owner warrants and represents that it will not seek compensation from any other party, including but not limited to any insurance company relating to the matters covered by this Release and Amended Agreement. This Release does not include claims made under the DuPont Limited Warranty.

In executing this Release, Owner understands and acknowledges that it may discover facts (including but not limited to facts about Imprelis® or DuPont) or damages, or incur damages that were unknown or unanticipated at the time this Release was signed. Even so, Owner expressly, knowingly, and voluntarily agrees that Owner's decision to enter into this Release is made with regard to such possible future discoveries, and the Release cannot be reopened in light of any such future discoveries. Owner understands that it has the right to seek legal counsel of Owner's own choice before signing this Release.

COVENANTS

1. Agreement By Owner To Remove and Dispose of Trees in Compliance with DuPont Guidelines: Owner warrants that it will comply with DuPont's removal and disposal guidelines set forth at www.imprelis-facts.com when removing damaged trees, or disposing of damaged trees.
2. Liability and Indemnity: Owner shall indemnify, defend, and hold harmless DuPont, its directors, officers, employees agents and affiliates, from and against any and all losses, claims, obligations, liabilities, penalties, causes of actions, costs and expenses including,

without limitation, orders, judgments, fines, and amounts paid in settlement, including reasonable attorneys' fees and expenses, arising directly out of claims or litigation against DuPont and arising specifically from Owner's failure to properly remove or dispose of any trees in compliance with DuPont's guidelines set forth at www.imprelis-facts.com, or any other damage which may arise as a result of the trees which Owner has decided not to remove but which DuPont has recommended their removal, or as a result of any other damages caused by the removal of the tree or the failure to remove the trees.

3. Express Waiver of Future Claims: Owner hereby acknowledges that there is a risk that, subsequent to the execution of this Release, Owner may incur, suffer or sustain injuries, losses, damages, costs, attorneys' fees, expenses, or any of these, which are in some way caused by and/or connected with the matters referred to in this Release, or which are unknown or unanticipated at the time this Release is executed, or which are not presently capable of being ascertained. Owner acknowledges that there is a risk that such damages as are presently known may become more serious than Owner now expects or anticipates. Nevertheless, Owner expressly acknowledges that this Release has been negotiated and agreed upon in light of those realizations, and they thereby expressly waive all rights they may have in such unsuspected claims.

DuPont and Owner have fully read and understood the terms and conditions above, and agree to be bound by them.

IN WITNESS WHEREOF, the Parties have executed this Release as of the Effective Date.

Signed,

E.I. du Pont de Nemours and Company



C. Steven Williams
Manager Claims Resolution

Authorized Property Owner:

The Undersigned represents that I have full authority to sign
Signature
Printed Name
Title (if applicable)
Business Name (if applicable)
Date

TABLE 1
TREES RECOMMENDED FOR REMOVAL AND REPLACEMENT

Tree No.	Tree Species	Height (feet)	Removed Tree Value
1	PINE WHITE	16	\$1,000.00
2	PINE WHITE	22	\$2,500.00
3	PINE WHITE	18	\$1,120.00
4	PINE WHITE	18	\$1,120.00
5	PINE WHITE	20	\$1,910.00
6	PINE WHITE	20	\$1,910.00
7	PINE WHITE	18	\$1,120.00
8	PINE WHITE	20	\$1,910.00
9	PINE WHITE	18	\$1,120.00
10	PINE WHITE	20	\$1,910.00
11	PINE WHITE	18	\$1,120.00
13	PINE WHITE	18	\$1,120.00
14	SPRUCE WHITE	12	\$650.00
15	PINE WHITE	21	\$2,500.00
17	PINE WHITE	18	\$1,120.00
19	SPRUCE NORWAY	13	\$930.00
20	SPRUCE NORWAY	11	\$650.00
32	SPRUCE BLUE	22	\$2,500.00

TABLE 2
TREES RECOMMENDED FOR CARE

Tree No.	Tree Species	Height (feet)	Service Value
12	PINE WHITE	18	\$136.00
16	PINE WHITE	20	\$280.00
18	SPRUCE NORWAY	12	\$180.00

TABLE 2 - (Continued)
TREES RECOMMENDED FOR CARE

Tree No.	Tree Species	Height (feet)	Service Value
21	SPRUCE NORWAY	12	\$180.00
22	FIR	18	\$235.00
23	FIR	21	\$300.00
24	FIR	16	\$235.00
25	FIR	18	\$235.00
26	FIR	20	\$280.00
27	FIR	19	\$280.00
28	FIR	22	\$300.00
29	FIR	10	\$80.00
30	FIR	18	\$235.00
31	SPRUCE BLUE	22	\$300.00
33	FIR	18	\$136.00
34	FIR	13	\$180.00
35	FIR	20	\$280.00
36	SPRUCE BLUE	18	\$235.00
37	SPRUCE BLUE	21	\$300.00
38	SPRUCE NORWAY	18	\$235.00
39	SPRUCE BLUE	18	\$235.00
40	FIR	19	\$280.00
41	FIR	16	\$235.00
42	FIR	23	\$300.00
43	FIR	18	\$235.00
44	FIR	18	\$235.00

**TABLE 3
TREES RECOMMENDED FOR NO ACTION**

Tree No.	Tree Species	Height (feet)
N/A	N/A	N/A

**TABLE 4
VALUE OF COMPENSATION/SERVICES**

Category	Service or Payment	Value
Trees to be Removed	Payment	\$5,600.00
Removed Tree Value	Payment	\$26,210.00
Replacement New Tree Maintenance	Payment	\$2,700.00
Care for Existing Trees	Payment	\$6,142.00
Total Claim Value		\$40,652.00
Additional Compensation -- 15% of Total Claim Value	Payment	\$6,097.80

**TABLE 5
REPLACEMENT VALUE TABLE**

1' H	2-4' H	5-6' H	7-8' H	9-10' H	11-12' H	13-14' H	15-16' H	17-18' H	19-20' H
\$30	\$90	\$230	\$360	\$520	\$650	\$930	\$1,000	\$1,120	\$1,910

IMPRELIS® Post-CRA Site Revisit Form

JUN 03 2013

Claim Number: 9028238

Your Property Location ID is: 32840717

If Applicable, Your Lawn Care Company ID is: 32840705

I have confirmed that the property owner has not retained a lawyer related to this claim ☐ Yes

A. PROPERTY LOCATION:

Address: 9955 HAGGERTY RD City: PLYMOUTH
 Address Line 2: State, Zip Code: MI, 48170
 Property Owner: PLYMOUTH TOWNSHIP
 Business Name (if applicable): HALL
 Contact First Name: STEVE Phone Number: (O) 734-414-1444; (C) 734-679-6886
 Contact Last Name: RAPSON Email Address: SRAPSON@PLYMOUTH.TWP.COM

B. LAWN CARE COMPANY, IF APPLICABLE (golf courses performing own lawn care need not complete Section B):

Company: TERRY TURF DBA
 WAGENSCHUTZ LAWN
 SPRAYING Address: 6200 WEED RD
 Last Name: Address Line 2:
 First Name: City: PLYMOUTH
 Phone Number: 734-459-2877 State, Zip Code: MI, 48170
 Email Address: Tax ID Number:

C. INSTRUCTIONS:

- Using the provided Site Map, please confirm the Species, Height, Circumference (for deciduous trees only), and Rating for each tree listed on the Revisit Form.
- If the Species, Height, Circumference, and Rating information is accurate please place a "Yes" in the confirmation column. If a difference is observed, please note that in the confirmation column. See example below.
- For any tree with an identified difference, please take photos according to attached photo guidelines (Exhibit A).

SAMPLE

Tree Number	Tree Type	Tree Species	Species Confirmed	Height (In Feet)	Height Confirmed	Trunk Circumference (In Inches - For Deciduous Trees Only)	Circumference Confirmed	Rating (0-5 or X)	Rating Confirmed
1	Evergreen	Spruce Norway	Yes	21				3	Yes
2	Evergreen	Pine White	Yes	45				3	2
3	Evergreen	Fir Douglas	Fir Balsam	36				5	3
4	Deciduous	Locust Honey	Yes	20		25		2	

D. TREE DETAIL LISTING (REVISIT)

Claim Number: 9028238

Property Location ID: 32840717

Tree Number	Tree Type	Tree Species	Species Confirmed	Height (in Feet)	Height Confirmed	Trunk Circumference (in Inches - For Deciduous Trees Only)	Circumference Confirmed	Rating (0-5 or X)	Rating Confirmed	Comments
1	Evergreen	Pine White	YES	16	YES			2	3	
2	Evergreen	Pine White	YES	22	YES			2	3	
3	Evergreen	Pine White	YES	18	YES			2	3	
4	Evergreen	Pine White	YES	18	YES			3	YES	
5	Evergreen	Pine White	YES	20	YES			2	3	
6	Evergreen	Pine White	YES	20	YES			1	3	
7	Evergreen	Pine White	YES	18	YES			2	3	
8	Evergreen	Pine White	YES	20	YES			1	3	
9	Evergreen	Pine White	YES	18	YES			2	3	
10	Evergreen	Pine White	YES	20	YES			1	3	
11	Evergreen	Pine White	YES	18	YES			1	3	
12	Evergreen	Pine White	YES	18	YES			1	YES	

D. TREE DETAIL LISTING (REVISIT)

Claim Number: 9028238

Property Location ID: 32840717

Tree Number	Tree Type	Tree Species	Species Confirmed	Height (in Feet)	Height Confirmed	Trunk Circumference (in Inches - For Deciduous Trees Only)	Circumference Confirmed	Rating (0-5 or X)	Rating Confirmed	Comments
13	Evergreen	Pine White	Yes	18	Yes			4	Yes	
14	Evergreen	Spruce White	Yes	12	Yes			3	Yes	

E. TREE DETAIL LISTING (NEWLY IDENTIFIED TREES)

Page ____ of ____

Claim Number: 9028238

Property Location ID: 32840717

NOTE: Please add information about additional impacted trees below and to the current site map(s) (with supporting photographs), as appropriate.

Tree Number	Please Check Norway Spruce or White Pine. If Neither, Please Specify Tree Species in the Other Column			Height (in Feet)	Trunk Circumference (in Inches – For Deciduous Trees Only)	Rating (0-5 or X)	Estimated Proximity of Tree to Area Treated with Imprelis® (in Feet)*	Is Tree Upslope or Downslope, or Both, to Area Treated with Imprelis®? (Mark U, D or B)*	Was the Tree Mulched with Clippings from Area Treated with Imprelis®? (Y/N)*	If Tree Removed, Provide the Date and Removal Company Name	Comments
	Norway Spruce	White Pine	Other (Provide Tree Species)								
15		✓		21		3	3	D	N		
16		✓		20		2	3	B	N		
17		✓		18		3	4	B	N		
54 18	✓			12		2	3	B	N		
19	✓			13		3	3	B	N		
20	✓			11		3	3	B	N		
21	✓			12		2	3	B	N		
22			FIR	18		2	3	D	N		HEAVY APHID
23			FIR	21		2	4	B	N		PRESENCE IN TREES 22-
24			FIR	16		2	4	B	N		28

*Note: The U.S. Environmental Protection Agency has requested that DuPont ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

E. TREE DETAIL LISTING (NEWLY IDENTIFIED TREES)

Page ____ of ____

Claim Number:

Property Location ID:

NOTE: Please add information about additional impacted trees below and to the current site map(s) (with supporting photographs), as appropriate.

Tree Number	Please Check Norway Spruce or White Pine. If Neither, Please Specify Tree Species in the Other Column			Height (in Feet)	Trunk Circumference (in Inches – For Deciduous Trees Only)	Rating (0-5 or X)	Estimated Proximity of Tree to Area Treated with Imprelis® (in Feet)*	Is Tree Upslope or Downslope, or Both, to Area Treated with Imprelis®? (Mark U, D or B)*	Was the Tree Mulched with Clippings from Area Treated with Imprelis®? (Y/N)*	If Tree Removed, Provide the Date and Removal Company Name	Comments
	Norway Spruce	White Pine	Other (Provide Tree Species)								
25			FIR	18		2	3	B	N		
26			FIR	20		2	4	B	N		
27			FIR	19		2	3	B	N		
28			FIR	22		2	4	B	N		
29			FIR	16		1	4	B	N		
30			FIR	18		2	4	B	N		
31			BLUE SPRUCE	22		2	4	B	N		
32			BLUE SPRUCE	22		3	4	B	N		
33			FIR	18		1	4	B	N		
34			FIR	13		2	4	B	N		

*Note: The U.S. Environmental Protection Agency has requested that DuPont ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

E. TREE DETAIL LISTING (NEWLY IDENTIFIED TREES)

Page ____ of ____

Claim Number:

Property Location ID:

NOTE: Please add information about additional impacted trees below and to the current site map(s) (with supporting photographs), as appropriate.

Tree Number	Please Check Norway Spruce or White Pine. If Neither, Please Specify Tree Species in the Other Column			Height (in Feet)	Trunk Circumference (in Inches – For Deciduous Trees Only)	Rating (0-5 or X)	Estimated Proximity of Tree to Area Treated with Imprelis® (in Feet)*	Is Tree Upslope or Downslope, or Both, to Area Treated with Imprelis®? (Mark U, D or B)*	Was the Tree Mulched with Clippings from Area Treated with Imprelis®? (Y/N)*	If Tree Removed, Provide the Date and Removal Company Name	Comments
	Norway Spruce	White Pine	Other (Provide Tree Species)								
35			FIR	20		2	5	U	N		
36			BLUE SPRUCE	18		2	4	B	N		
37			BLUE SPRUCE	21		2	4	B	N		
38	✓			18		2	4	B	N		
39			BLUE SPRUCE	18		2	4	B	N		
40			FIR	19		2	5	B	N		
41			FIR	16		2	4	B	N		
42			FIR	23		2	5	D	N		
43			FIR	18		2	3	D	N		
44			FIR	18		2	4	D	N		NOW DEAD, BLEW OVER IN STORM

*Note: The U.S. Environmental Protection Agency has requested that DuPont ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

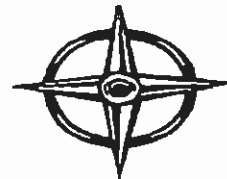
E. SITE MAP

Property Location ID: 32840717

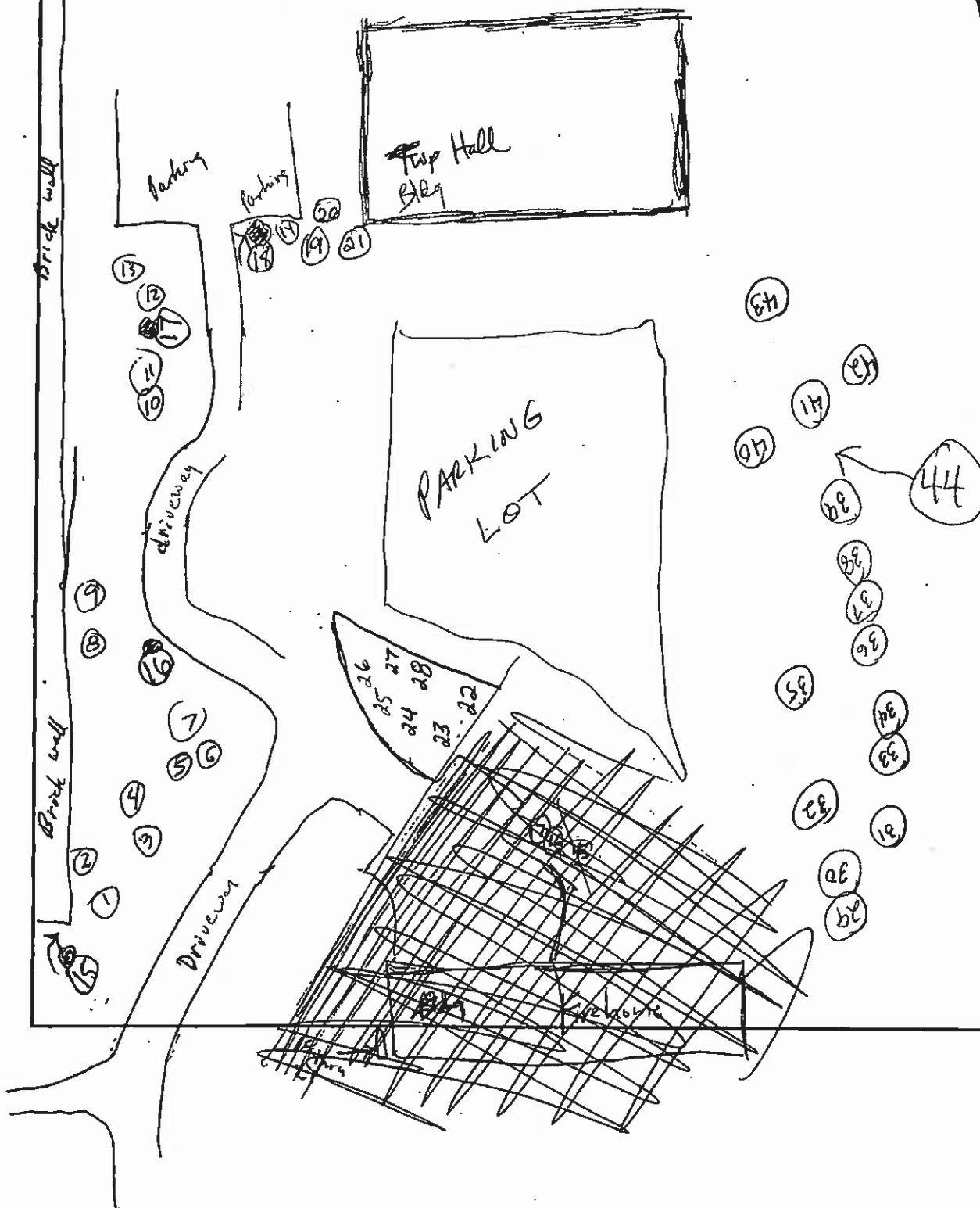
Site Map

To orient map, enter North

Note: Number each tree on map to match Tree Number on Tree Detail Listing.



North



F. SITE MAP

Claim Number: 9028238

Property Location ID: 32840717

Site Map

To orient map, enter North

Note: Number each tree on map to match Tree Number on Tree Detail Listing.



G. DUPONT REPRESENTATIVE AND PROPERTY OWNER CONSENT FORM:

Claim Number: 9028238

Property Location ID: 32840717

DuPont Representative – I agree to collect accurate information and documentation relating to trees at the above property location, as authorized, and to provide such information and documentation to DuPont for the purpose of reassessing property owner's submitted claims relating to trees believed to have been impacted as a result of an Imprelis® herbicide application. I will only enter onto property owner's land at mutually agreed upon time(s) for the limited purpose of gathering this information.

Date: 5/23/13

Name (please print):

Signature:

Ryan J McKenna
Ryan McKenna

Property Owner – I authorize the DuPont representative identified above to collect information relating to trees at the above property location, including details about and photographs of those trees, and to provide such documentation to DuPont for purposes of reassessing any submitted claim relating to trees believed to have been impacted as a result of an Imprelis® herbicide application. I will provide the DuPont representative with authorization to access my property for purposes of gathering this information at mutually agreed upon time(s). I understand that the DuPont representative's collection and provision of this information to DuPont may directly affect the resolution of my claims through DuPont's claims process.

Note: To receive the benefits set forth in the reimbursement plan for your property, you will be required to sign a release that waives your right to file or participate in any lawsuit related to Imprelis®. By signing this Property Owner Consent Form, however, you are not waiving any rights; you are only permitting DuPont to enter and assess your property for purposes of confirming a submitted claim form. You may seek the advice of counsel of your choosing at any time during this process.

Date: 05-23-2013

Name (please print):

Title (if applicable):

Signature:

Ann Wallace

Admin Aide to Sup. Srv.

Ann Wallace

H. REVISIT FORM PACKAGE MATERIALS TO BE SHIPPED:

1. Original completed and signed Revisit Form and Tree Detail Listing (*ALL PAGES*).
2. If photographs of trees were taken during the site revisit, place the CD/SD memory card(s) of tree photos inside the media envelope provided. Enter the Property Location ID in the space provided on the envelope. The Property Location ID can be found on the front page of the Revisit Form. Each property location should have its own electronic media (*i.e.* please do not combine photos of multiple locations on one SD card or one CD).
3. Site Map(s) if altered in anyway.
4. Executed copy of the Consent Form (*Section G*).
5. It is recommended that you make a copy of all Revisit Form package materials including the tree photos.
6. You can ship multiple revisit forms in one package; however, you must staple all Revisit Form pages and the media envelope together for each property.

Ship Revisit Form Package to Imprelis® Claims Resolution Center:

1. Schedule a UPS Pickup by calling 1-800-PICK-UPS or take to a UPS station.
2. Place all materials inside the UPS shipping envelope, seal the envelope and attach the label that was included in your Revisit Form package
3. In the event you have lost the prepaid UPS label, please ship the completed materials via overnight courier to the following address:

Imprelis® Claims Resolution Process
c/o Epiq Systems
757 Third Avenue, 3rd Floor
New York, NY 10017

It is recommended that all materials are sent via traceable means to ensure delivery.

If you do not wish to utilize UPS, please send the Revisit Form package materials to the following address:

Imprelis® Claims Resolution Process
c/o Epiq Systems
PO Box 4834, Grand Central Station
New York, NY 10163-4834

Exhibit A – Photo Guidelines

Photo Instructions

Photographs are ONLY required for each tree for which there is a difference between the information that was initially submitted on the Claim Form and or determined by DuPont and what is observed during the site revisit. Please submit the required photos as follows:

- Identification — 1 Photo (include tree number and property address)
- Full Tree — 1 Photo (include yardstick to scale height of tree)
- Terminal (Top of Tree) — 1 Photo (close-up photo of the top 2-3 feet of tree)
- Symptoms — 2 to 3 Photos (close-up photos of the tree symptoms)

The Identification Photo for each tree must include the property address and tree number that corresponds to tree number on the site map. For example, a white board or piece of paper could be marked with the number of the tree and property address. The tree does not have to be visible in the photo; however, the tree number and property address must be legible.

The Full Tree Photo must include a yardstick (36 inches) held parallel to tree trunk and touching ground. The yardstick is necessary to help determine the height of the tree. For example, someone could hold a yardstick next to the tree while a photo is taken showing the entire tree and yardstick.

The Terminal Photo must be a close-up photo of the tree terminal, showing the top 2-3 feet of the tree. This photo is not required for trees with a 0, 1 or 2 rating.

The Symptom Photos must be close-up photos showing examples of the tree symptoms used to determine the tree rating. This photo is not required for trees with a 0, 1 or 2 rating.

Photos should be saved and submitted on a digital camera memory card (“SD Card”) or a CD. A file format of .JPG would be preferred; however, other file formats will be accepted.

NOTE: It is very important that all tree photos for a site can be matched to the tree number listed on Tree Detail Listing (Revisit) and Site Map.

Photo Examples

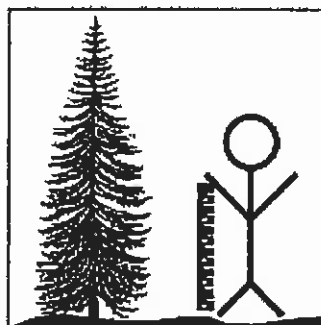
Identification: Please ensure that the first photo for each tree includes the property address and tree number that corresponds to the tree number on the Site Map.

Total Photos: 1



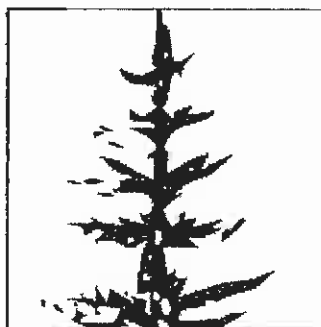
Full Tree: In this photo, please include a yardstick (36 inches) held next to and parallel to tree trunk and touching the ground. The yardstick is necessary to determine the height of the tree.

Total Photos: 1



Terminal: Please take a close-up photo of the top 2-3 feet of the tree. This photo is not required for trees with a 0, 1 or 2 rating.

Total Photos: 1



Symptoms: Please take close-up photos of the tree symptoms. These photos are not required for trees with a 0, 1 or 2 rating.

Total Photos: 2-3



DuPont Imprelis® Claims Resolution Process
c/o Epiq Systems
PO Box 4834, Grand Central Station
New York, NY 10163-4834

August 29, 2013

VIA UPS

HEMMING, POLACZYK, CRONIN, WITTHOFF & BENNETT, P.C.
ATTN: TIMOTHY CRONIN
217 WEST ANN ARBOR ROAD
SUITE 302
PLYMOUTH, MI 48170

Re: Property Owner: FIRE STATION # 1
Claim Number: 9028234
Property Location: 9911 HAGGERTY RD
PLYMOUTH, MI 48170

RECEIVED

SEP 11 2013

HEMMING, POLACZYK, CRONIN, WITTHOFF & BENNETT, P.C.

Enclosed please find E.I. du Pont de Nemours and Company's response to your client's submission of disagreement with the Claim Resolution Agreement dated August 28, 2012.

Signed,

E.I. du Pont de Nemours and Company



C. Steven Williams
Manager Claims Resolution

DuPont Imprelis® Claims Resolution Process
c/o Epiq Systems
PO Box 4834, Grand Central Station
New York, NY 10163-4834

August 29, 2013

VIA UPS

FIRE STATION # 1
ATTN: STEVE RAPSON
9955 HAGGERTY ROAD
PLYMOUTH, MI 48170

Re: Claim Number: 9028234
Property Location: 9911 HAGGERTY RD
PLYMOUTH, MI 48170

E.I. du Pont de Nemours and Company ("DuPont") has received your response to the Claim Resolution Agreement dated August 28, 2012. DuPont has taken your response very seriously and, after careful consideration, has prepared the attached Amended Claim Resolution Agreement ("Amended Agreement"). This notice only applies to the property identified above. If you submitted information about other properties, separate notice letters have been or will be issued to you.

If you agree to the terms of the enclosed Amended Agreement, including Addendum A, which is a Release Regarding Election to Remove Trees on your property ("Addendum A"), DuPont offers to:

- Pay you \$750.00 to remove the trees in Table 1 of the Amended Agreement in lieu of DuPont removing the trees specified in Table 1 of the Amended Agreement.
- Pay you \$1,200.00 for the trees in Table 1 of the Amended Agreement that you previously removed in lieu of DuPont removing those trees.
- Pay you \$3,410.00 that you can use to arrange for the replacement of those 7 tree(s) should you choose.
- Pay you \$1,050.00 to provide new tree maintenance for your replacement tree(s).
- Pay you \$898.00 that you can use to purchase tree care for 9 other tree(s) remaining on your property.
- Give you a limited warranty for damage (if any) to trees caused by Imprelis® arising in the future.
- Pay you an additional \$1,096.20 in compensation.

Detailed information about each of these offers is provided in the enclosed Amended Agreement. The Amended Agreement may also contain updated language that differs in some places from

that in your original Claim Resolution Agreement, so please carefully review the entire Amended Agreement.

In agreeing to accept payment from DuPont relating to trees on your property, you must also agree to several other terms, including, but not limited to, a release waiving your right to file or participate in any lawsuit related to Imprelis®, an agreement to bring remaining disputes in arbitration, and a waiver of your right to a jury trial. In addition, you must execute Addendum A. Please read the enclosed Amended Agreement, including Addendum A, in its entirety. At your own expense, you may seek the advice of counsel of your choosing at any time before signing the Amended Agreement, including Addendum A.¹

It is our hope to resolve your claim as promptly as possible. If you agree to the terms, please sign where indicated, include a witness signature as required, and return all of the pages of the Amended Agreement (including the Tables), and Addendum A, to:

If by regular mail:

Imprelis Claims Resolution Process
c/o Epiq Systems
P.O. Box 4834, Grand Central Station
New York, NY 10163-4834

If by overnight mail:

Imprelis Claims Resolution Process
c/o Epiq Systems
757 Third Avenue, 3rd Floor
New York, NY 10017

¹ NOTICE: DuPont advises Owner that other property owners have filed lawsuits against DuPont, including those seeking to certify class actions of which Owner may be a putative member. These lawsuits allege, among other things, that DuPont failed adequately to test Imprelis® before releasing it to the market and failed to include appropriate warnings about the harm that Imprelis® could cause to non-target vegetation. Plaintiffs in these lawsuits seek compensatory damages, statutory damages, punitive damages, and other types of relief that may be greater than that available in this claims process.

Many of those lawsuits have been consolidated in In re Imprelis Herbicide Marketing, Sales Practices and Products Liability Litigation, Case No. 2:11-md-02284-GP in the U.S. District Court for the Eastern District of Pennsylvania. The Court has appointed the following counsel for Plaintiffs:

Co-Lead Counsel

- Richard J. Arsenault of NEBLETT, BEARD & ARSENAULT, 2220 Bonaventure Court, P.O. Box 1190, Alexandria, Louisiana 71301, (800) 256-1050;
- Adam J. Levitt of GRANT & EISENHOFER PA, 30 N. LaSalle Street, Suite 1200, Chicago, Illinois 60602, (312) 214-0000;
- Gregory S. Asciolla of LABATON SUCHAROW LLP, 140 Broadway, New York, New York 10005, (212) 907-0700; and
- Jonathan D. Selbin of LIEFF CABRASER HEIMANN & BERNSTEIN, LLP, 250 Hudson Street, 8th Floor, New York, New York 10013, (212) 355-9500.

Liaison Counsel

- Robert Kitchenoff of WEINSTEIN KITCHENOFF & ASHER LLC, 1845 Walnut Street, Suite 1100, Philadelphia, Pennsylvania 19103, (215) 545-7200.

Copies of any complaints are available on request from DuPont. By signing this release, in exchange for the relief provided by DuPont, Owner is foregoing any right to participate in any of these other actions or to otherwise file suit against DuPont for claims released. OWNER UNDERSTANDS THAT IT HAS THE RIGHT TO SEEK LEGAL COUNSEL OF OWNER'S OWN CHOICE BEFORE SIGNING THIS AMENDED AGREEMENT.

Once DuPont receives the signed Amended Agreement, and Addendum A, it will begin the steps outlined in the Amended Agreement. Payments will be made via check and sent to the address indicated at the top of this letter.

If you do not agree with any of the terms set forth in the attached Tables, or you believe that there are additional trees on your property that were damaged by Imprelis®, please provide your reasons in writing to DuPont at the above-identified Imprelis® Claims Resolution Process address. Please include in your submission: (i) your claim number; (ii) a statement detailing the basis for your disagreement; (iii) copies of any documents or photographs upon which you rely; and (iv) your address, phone, and e-mail contact information. DuPont will only consider disagreements with the information and recommendations that appear in the attached Tables.

NOTE: There is a Class Action Settlement (“Settlement”) awaiting final approval by the Court. You may sign this Amended Agreement, and Addendum A, at any time and receive the compensation described herein without waiting for a determination of whether the Settlement is approved by the Court. Should the Settlement become final (as defined in the Settlement Agreement), you will receive the benefits of the extended warranty provided under the Settlement Agreement. You may also provide notice that you wish to object to the terms of your offer set forth in the Tables of this Amended Agreement, and that you wish for your objection to be heard by the Appeals Panel that will be convened if the Settlement becomes final. If you have already requested an appeal before the Appeals Panel and receive a revised offer to resolve your claim, you may accept the offer OR reject the revised offer and continue with your appeal. If you want to continue with your appeal, please call 1-866-796-4783 within thirty (30) days after receiving your revised offer. For more detailed information about the Appeals Panel, go to www.TreeDamageSettlement.com. If you do not opt out of the Settlement by the deadline for doing so and the Settlement becomes final, any objection or notice of intent to appeal must be in writing, and postmarked by thirty (30) days after the date you receive notice that the Settlement has become final or thirty (30) days after receipt of your offer, whichever is later. Otherwise, you will be deemed to have accepted the offer consistent with the terms of the Settlement. If you have not accepted this Amended Agreement, and Addendum A, and the Settlement *does not* become final, you will receive written notice that the Settlement did not become final, which will set forth the deadline for submitting signed Claim Resolution Agreements. You will have sixty (60) days from your receipt of this written notice to accept the terms of this Amended Agreement, and Addendum A.

For more information, go to www.TreeDamageSettlement.com.

Included with your Amended Agreement is a copy of the claim form that was completed when your property was inspected. The Amended Agreement may be based on supplemental information not contained in the claim form. If you would like additional details about supplemental information used to determine your claim, if any, please contact DuPont. If tree measurements required for claim valuation were not provided on the claim form, default measurements may have been used to process your claim. Please carefully review the tree measurements specified in the Tables attached to this Amended Agreement. If you believe that

any of those measurements are incorrect, please submit an objection within thirty (30) days and provide evidence, including photographs, to substantiate your claim.

DuPont intends for this Amended Agreement to provide resolution of your Imprelis®-related claims and is hopeful that it will meet with your satisfaction. If you have any questions or concerns about the Imprelis® Claims Resolution Process, please contact DuPont at 1-866-796-4783.

Please read this entire Amended Claim Resolution Agreement ("Amended Agreement"), including Addendum A: Release Regarding Election to Remove Trees ("Addendum A"), carefully. The Amended Agreement may contain updated language that differs from your original Claim Resolution Agreement. By signing the Amended Agreement, and Addendum A, you agree to be bound by all of the terms and conditions set forth below.

AMENDED CLAIM RESOLUTION AGREEMENT

This Amended Claim Resolution Agreement ("Amended Agreement") is entered into between E.I. du Pont de Nemours and Company ("DuPont") and an authorized owner of the property at 9911 HAGGERTY RD, PLYMOUTH, MI 48170. The authorized Owner ("Owner") represents that he or she holds title to the property at issue, and that all other persons or entities holding a fee simple, leasehold or other possessory interest in the property have authorized Owner to execute this Amended Agreement, and Addendum A, to bind them to the terms thereof, and to make choices about and receive services and payment on their behalf.

TREE REMOVAL AND REPLACEMENT

There may be laws or regulations and/or neighborhood or homeowner association rules that address tree removal or replacement. Before any removal and/or replacement of trees can take place under this Amended Agreement, and Addendum A, Owner must make sure that such action is in compliance with such laws, rules and/or regulations.

REMOVAL OF TREES

Payment: DuPont recommends removal for all trees listed in Table 1. However, Owner has advised that it does not want DuPont to remove certain damaged trees from its property. Owner has advised that in lieu of removal of the damaged trees by DuPont, it would like to receive payment from DuPont for the value of removal of the damaged trees and it will remove the trees in Table 1 itself. DuPont offers to pay Owner \$1,950.00 in lieu of DuPont removing the trees specified in Table 1. If tree(s) listed in Table 1 have already been removed and disposed of properly, DuPont will pay Owner the amount listed in Table 1 to compensate Owner for removal of those trees in lieu of DuPont arranging for removal, unless DuPont removed, arranged, or paid for the removal and disposal of a tree(s) prior to the Amended Agreement. DuPont does not offer assurances about compensation for trees Owner may have caused to have removed before DuPont was able to evaluate them under the claims process.

Owner has read and agreed to the terms set forth in Addendum A, attached hereto and incorporated herein by this reference, which concerns Owner's preference to be paid in lieu of having DuPont remove the tree(s) specified in Table 1 and Owner's preference to remove the trees in Table 1 itself. Owner agrees that it will comply with the tree removal and disposal guidelines set forth on www.imprelis-facts.com in exchange for DuPont's agreement to pay Owner to remove its own trees.

REPLACEMENT

Payment: DuPont offers to pay Owner \$3,410.00 for the value of the trees listed in Table 1. Owner shall decide how to use this compensation and is not bound to purchase replacement tree(s). If Owner opts to use this compensation to replace trees, replacement tree or trees of the Owner's choosing may be purchased from (a) one of DuPont's designated qualified tree replacers or (b) a tree replacer of the Owner's choosing. A list of designated qualified tree replacers is available at www.imprelis-facts.com. If Owner decides to purchase replacement tree(s) from a tree replacer other than those listed on the designated qualified tree replacer list, the Limited Warranty for new trees identified below may not apply. Not all trees (particularly trees greater than 20 feet tall) will be able to be replaced with precise equivalents. Table 5 represents a listing of tree replacement prices that have been agreed to by DuPont's designated qualified tree replacers for the particular species of trees to be removed from Owner's property. If Owner is unable to arrange for tree replacement with another tree or trees of the same species from one of DuPont's designated qualified tree replacers at the prices set forth in Table 5, Owner may contact DuPont at 1-866-796-4783 for assistance. DuPont will work with its designated qualified tree replacers or another company to ensure that, if Owner so chooses, Owner can receive another tree or trees of the same species at the value promised.

New Tree Maintenance: In addition, DuPont will pay Owner \$150.00 per removed tree for new tree maintenance of any replacement trees.

Qualified Tree Replacer Limited Warranty for Replacement Trees: Each replacement tree planted by DuPont's designated qualified tree replacers will be covered by a two-year replacement guarantee supported by DuPont's designated qualified tree replacers. If Owner believes that the tree replacement guarantee is not being honored by DuPont's designated qualified tree replacers, Owner should contact DuPont at 1-866-796-4783 for assistance.

Any replacement tree will be planted in a workmanlike manner according to standard industry practice. Subject to the limitations below, any replacement tree that does not survive the period extending two years from the date of planting will be replaced by a tree of the same or similar value. A tree will only be replaced once during the warranty period. A new guarantee will not extend to a replacement tree planted during the warranty period.

The warranty excludes any damage to a tree outside of DuPont's designated qualified tree replacers' control and specifically excludes any tree damage resulting from acts of nature such as severe weather conditions, wind, hail, low temperature, drought, flooding, or storm damage; damage caused by humans or animals, including mowing, plowing, digging; damage caused by insects or disease; and damage attributable to an Owner's failure to properly care for a replacement tree, such as improper watering, pruning, and fertilization. The limited warranty provided by DuPont's designated qualified tree replacers excludes any tree damage relating to Imprelis®.

TREE CARE

Payment: DuPont recommends tree care for the trees listed in Table 2, as care is required for these trees to have the best chance to thrive. DuPont will pay Owner \$898.00 so that Owner can provide tree care for each of these trees. DuPont recommends that Owner consult an arborist or lawn care professional for assistance in purchasing and/or ascertaining proper tree care for the trees listed in Table 2. Tree care for each tree may include pruning, shaping, watering, insect spraying, and other care.

Reassessment. If a tree receiving tree care remains alive at the end of the DuPont Limited Warranty period set forth below, but Owner reasonably believes that it will not recover because of its exposure to Imprelis®, DuPont will, at Owner's request, reassess the tree for possible removal and replacement or reasonable compensation. If a tree receiving tree care dies during the DuPont Limited Warranty period set forth below because of its exposure to Imprelis®, DuPont will arrange to remove and replace the tree or provide reasonable compensation for the value of the tree. Owner should make any requests under this subparagraph by calling 1-866-796-4783. DuPont will not be responsible for reassessment, removal, replacement or compensation for any tree for which Owner has failed to provide appropriate care. When requesting reassessment of a tree, Owner agrees to provide adequate documentation, such as receipts, invoices, or other information, to verify that the Owner provided appropriate tree care to the trees identified on Table 2.

Important: If Owner removes (or authorizes anyone else to remove) any tree identified on Table 2 at a future time, Owner agrees that the removal and disposal will be performed in accordance with the instructions listed at www.imprelis-facts.com.

ADDITIONAL PAYMENT

In addition to the above, DuPont will make an additional payment to Owner. The amount of the additional payment is listed in the bottom row of Table 4, and represents 15% of the total value of the other payments and services DuPont is providing. This additional payment of \$1,096.20 is intended to compensate Owner for all other potential Imprelis®-related claims against DuPont that may exist, including but not limited to any claims for loss of aesthetic enjoyment; loss of use; loss in property value; or claimed damage to other trees, shrubs, grasses, or other plants.

DUPONT LIMITED WARRANTY

DuPont warrants against any damage to any tree on Owner's property (including replacement trees) caused by Imprelis® until December 31, 2013, or in the case of replacement trees, until a date two years after the date of planting. In the event that the Owner's property is sold, this limited warranty transfers with the property to the new owner. If Owner believes that a tree covered by this warranty has experienced damage caused by Imprelis®, it shall promptly inform DuPont by sending a letter by regular U.S. Mail detailing such damage and the reason Owner believes it is caused by Imprelis® to:

DuPont Imprelis® Claims Resolution Process
c/o Epiq Systems

Attn: Warranty Notifications

FDR Station, P.O. Box 5013

New York, NY 10150-5013

This warranty does not apply to trees recommended to receive tree care for which Owner has failed to provide the appropriate care.

NOTE: If the Settlement becomes final (as defined in the Settlement Agreement), DuPont will warrant against any damage to any tree on Owner's property (including replacement trees) caused by Imprelis® until May 31, 2015.

RELEASE AND NOTICE

As consideration for the above, Owner agrees to forever release, acquit, and discharge DuPont, any third-party individuals or entities that applied or arranged for the application of Imprelis® on Owner's property, and any Imprelis® distributors; and all of their respective principals, agents, officers, directors, stockholders, owners, partners, employees, attorneys, sureties, insurers, successors, predecessors, assigns, and all affiliated corporations and entities, including their sureties, insurers, and attorneys, or any other insurer and each of them (collectively, the "Released Parties") from any and all claims arising from or relating to Imprelis® including but not limited to those that were, could have been, or could be asserted by Owner, subject only to the express exceptions listed herein. The Released Claims shall include, but are not limited to, any and all claims, causes of action, demands, actions, suits, rights, obligations, controversies or the like, known or unknown, arising from or relating to Imprelis® under state consumer fraud, warranty or unjust enrichment laws (the "Released Claims"). **The only claims excluded from this Release shall be that Owner will not release claims for personal injury, wrongful death, and any environmental claims not related to claimed injuries to Owner's property and vegetation.**

Owner covenants and agrees that he/she/it shall not hereafter seek to establish liability against any Released Parties based, in whole or in part, on any of the Released Claims. Owner expressly waives and fully, finally, and forever settles and releases any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claims without regard to the subsequent discovery or existence of different or additional facts.

IN ADDITION, OWNER HEREBY EXPRESSLY WAIVES AND RELEASES ANY AND ALL PROVISIONS, RIGHTS, AND BENEFITS CONFERRED BY ANY STATUTE, LAW OR PRINCIPLE OF COMMON LAW, WHICH IS SIMILAR, COMPARABLE, OR EQUIVALENT TO § 1542 OF THE CALIFORNIA CIVIL CODE, WHICH READS:

SECTION 1542. GENERAL RELEASE; EXTENT. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN

HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR;

Owner may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the Released Claims, but Owner hereby expressly waives and fully, finally, and forever settles and releases any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claims arising from or relating to Imprelis® whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. Owner also hereby expressly waives and fully, finally, and forever settles and releases any and all Released Claims it may have against the Releasees under § 17200, et seq., of the California Business and Professions Code.

Owner warrants and represents that it has not assigned and will not attempt to assign to any party any rights related to the matters covered by this Release, Amended Agreement, and Addendum A. Additionally, Owner warrants and represents that it will not seek compensation from any other party, including but not limited to any insurance company relating to the matters covered by this Release, Amended Agreement, and Addendum A. This release does not include claims made under the DuPont Limited Warranty or claims arising out of this Release, Amended Agreement, and Addendum A.

Owner and DuPont agree that no medical claim has been made or released by Owner that would implicate the Medicare Secondary Payer Act or the Medicare, Medicaid, and SCHIP Extension Act of 2007.

NOTICE: DuPont advises Owner that other property owners have filed lawsuits against DuPont, including those seeking to certify class actions of which Owner may be a putative member. These lawsuits allege, among other things, that DuPont failed adequately to test Imprelis® before releasing it to the market and failed to include appropriate warnings about the harm that Imprelis® could cause to non-target vegetation. Plaintiffs in these lawsuits seek compensatory damages, statutory damages, punitive damages, and other types of relief that may be greater than that available in this claims process.

Many of those lawsuits have been consolidated in In re Imprelis Herbicide Marketing, Sales Practices and Products Liability Litigation, Case No. 2:11-md-02284-GP in the U.S. District Court for the Eastern District of Pennsylvania. The Court has appointed the following counsel for Plaintiffs:

Co-Lead Counsel

- **Richard J. Arsenault of NEBLETT, BEARD & ARSENAULT, 2220 Bonaventure Court, P.O. Box 1190, Alexandria, Louisiana 71301, (800) 256-1050;**
- **Adam J. Levitt of GRANT & EISENHOFER PA, 30 N. LaSalle Street, Suite 1200, Chicago, Illinois 60602, (312) 214-0000;**

- Gregory S. Asciolla of LABATON SUCHAROW LLP, 140 Broadway, New York, New York 10005, (212) 907-0700; and
- Jonathan D. Selbin of LIEFF CABRASER HEIMANN & BERNSTEIN, LLP, 250 Hudson Street, 8th Floor, New York, New York 10013, (212) 355-9500.

Liaison Counsel

- Robert Kitchenoff of WEINSTEIN KITCHENOFF & ASHER LLC, 1845 Walnut Street, Suite 1100, Philadelphia, Pennsylvania 19103, (215) 545-7200.

Copies of any complaints are available on request from DuPont. By signing this release, in exchange for the relief provided by DuPont, Owner is foregoing any right to participate in any of these other actions or to otherwise file suit against DuPont for claims released. **OWNER UNDERSTANDS THAT IT HAS THE RIGHT TO SEEK LEGAL COUNSEL OF OWNER'S OWN CHOICE BEFORE SIGNING THIS AMENDED AGREEMENT.**

NO ADMISSIONS OR CONCESSIONS

This Amended Agreement, and Addendum A, shall not in any way be construed or deemed to be evidence or an admission or a concession of any fault, liability, fact or amount of damages, or any other matter whatsoever on the part of any party to this Amended Agreement, and Addendum A.

OWNER'S REPRESENTATIONS, COVENANTS, AND WARRANTIES

Owner represents, covenants, and warrants that:

- it has not assigned, transferred, encumbered, or otherwise impaired its rights to settle any claims released by the Amended Agreement, and Addendum A; AND
- it will pay or otherwise resolve all known liens asserted in or arising out of this matter, including any liens asserted by Owner's attorney, insurers or others.

ARBITRATION AGREEMENT

Owner and DuPont agree that any and all claims or disputes of whatever nature between Owner and DuPont and/or any Released Party or Parties that arise out of or relate to Owner's claims, Imprelis®, or this Amended Agreement (including but not limited to those relating to the DuPont Limited Warranty, this Amended Agreement, and Addendum A, and the events surrounding its negotiation and execution) in any way must be resolved through mandatory, binding arbitration, rather than litigation in court. This Amended Agreement, and Addendum A, shall be enforced pursuant to the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* **An arbitrator, not a judge or jury, will decide any dispute. DuPont and Owner hereby specifically waive any right to trial by jury.** If any part of this paragraph is found to be unenforceable by any court or arbitrator, then the Amended Agreement, and Addendum A, are invalid.

- a) Class Action Waiver. Owner agrees that any and all claims or disputes between it and any Released Party or Parties that arise out of or relate to this Amended Agreement (including the DuPont Limited Warranty), and Addendum A, in any way will be arbitrated on an individual basis and that there will be no class or representative actions in arbitration. Owner agrees not to participate in a class or representative action against any Released Party or Parties and agrees to affirmatively opt out of such a class, if the class action asserts claims that would fall within the scope of the Release if they were asserted directly by Owner. Owner and DuPont agree that this class action waiver is an essential part of this Amended Agreement, and Addendum A, and that the class action waiver may not be severed from this Amended Agreement, and Addendum A. If this class action waiver is found to be unenforceable by any court or arbitrator, then the Amended Agreement, and Addendum A, are invalid.
- b) Notice of Arbitration. If Owner wishes to bring a claim or dispute against DuPont which is subject to mandatory, binding arbitration under this provision, Owner must send a written Notice of Arbitration as set forth in the CPR Fast Track Arbitration Rules to DuPont by regular U.S. Mail at the following address:

DuPont Imprelis® Claims Resolution Process
c/o Epiq Systems
Attn: Arbitration Process
FDR Station, P.O. Box 5011
New York, NY 10150-5011

Notwithstanding the deadline contained in the CPR Fast Track Arbitration Rules, DuPont will have thirty (30) days from receipt of the Notice of Arbitration to respond.

- c) Choice of Arbitrator, Fees and Costs. All arbitrations shall be conducted before the CPR International Institute for Conflict Prevention and Resolution (www.cpradr.org, 1-212-949-6490). The CPR Fast Track Arbitration Rules will apply in any arbitration. Arbitration fees, not including attorney's fees and costs, shall be borne by DuPont.
- d) Limit on Relief in Arbitration. DuPont and Owner agree that an arbitrator may only award such relief as a court of competent jurisdiction could.

TRANSITIONAL NATURE OF AMENDED AGREEMENT

If the Settlement becomes final (as defined in the Settlement Agreement), the terms of the Settlement will supersede these arbitration provisions, warranty provisions, and release provisions. A copy of the Settlement Agreement will be posted at www.TreeDamageSettlement.com.

Should the Settlement not become final, the terms of this Amended Agreement, and Addendum A, shall remain in force.

If you have not accepted this Amended Agreement, and Addendum A, and the Settlement does not become final, you will receive written notice that the Settlement did not become final, which will set forth the deadline for submitting signed Claim Resolution Agreements. You will have sixty (60) days from your receipt of this written notice to accept the terms of this Amended Agreement, and Addendum A.

MISCELLANEOUS

Mandatory Disclosures. State and local laws may require that Owner disclose to potential buyers the existence of pending Imprelis® claims, as well as the warranties set forth in the Amended Agreement. Owner may consult with an attorney of its choosing at any time regarding disclosure obligations that may arise during sale of this property.

Choice of Law. This Amended Agreement, and Addendum A, are made and shall be construed, interpreted, enforced, and governed in all respects under the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

Severance. Aside from specific exceptions explicitly noted in the Amended Agreement, and Addendum A, if any provision, or any portion of any provision, of this Amended Agreement, and Addendum A, is held to be illegal, invalid, or contrary to public policy by a court of competent jurisdiction, such provision shall be deemed to be severed and deleted; neither such provision, nor its severance and deletion, shall affect the validity of the remaining provisions of this Amended Agreement, or Addendum A.

Integration. This Amended Agreement, and Addendum A, memorialize and constitute the entire Amended Agreement and understanding between and among DuPont and Owner, and supersedes and replaces all prior negotiations, proposed agreements, and agreements, whether written or unwritten. Owner acknowledges that no Released Party, or any agent or attorney of any Released Party, has made any promise, representation, or warranty whatsoever respecting this Amended Agreement, or Addendum A, and that Owner has not relied on any such promise, representation, or warranty.

Heirs and Successors Bound. This Amended Agreement, and Addendum A, shall be binding upon and inure to the benefit of DuPont and Owner hereto and their respective heirs, personal representatives, successors and assigns, and any corporation, partnership or other entity into or with which any party hereto may merge, consolidate or reorganize.

DuPont and Owner have fully read and understood the terms and conditions above, and agree to be bound by them.

Signed,

E.I. du Pont de Nemours and Company

A handwritten signature in black ink, appearing to read "C. Steven Williams", written over a horizontal line.

C. Steven Williams
Manager Claims Resolution

Authorized Property Owner:

Only the current owner who holds legal title to the property may sign this Amended Agreement. The name signed below must match (one of) the name(s) of the record owner for the property. If you are unsure whether you are the authorized property owner, please consult the deed to the property. Agreements signed by someone other than the current property owner will not be accepted, and delays are likely to result while the correct signature is obtained.

If signature is by a trustee, executor, administrator, attorney-in-fact, officer of a corporation or other acting in a fiduciary or representative capacity, it must be so indicated and **proper evidence of authority satisfactory to DuPont, must be submitted**. A tax identification number **must** be provided for all non-residential properties, including golf courses, corporations, and companies. Although DuPont does not anticipate that payments under the Amended Agreement will be taxable, individual circumstances and applicable regulations may vary. Please provide the requested tax identification number, and consult your tax advisor for determinations about your particular payment. Agreements submitted without the proper authority and tax information will not be processed, and delays are likely to result while the missing information is obtained.

The Property Owner **must have a witness present** when signing this Amended Agreement. The **witness must then sign** the signature line below and provide the specified contact information. The Owner must return all pages of the Amended Agreement (including the Tables), and a signed copy of Addendum A. Agreements submitted without a witness signature and all the pages will not be processed, and delays are likely to result while the missing material is obtained.

The Undersigned represents that I have full authority to sign.

Authorized Property Owner:**Witness:**_____
Signature_____
Signature_____
Printed Name_____
Printed Name_____
Title (if applicable)_____
Date_____
Business Name (if applicable)_____
Address_____
Tax ID No. for Businesses Required
for Payment Purposes_____
City, State Zip_____
Date_____
Telephone Number

Amended Agreement

ADDENDUM A

RELEASE REGARDING ELECTION TO REMOVE TREES

This Release Regarding Election to Remove Trees ("Release") is made as of _____ (the "Effective Date") by E.I. du Pont de Nemours and Company, ("DuPont" or "Released Party") in favor of _____, a property owner ("Owner") (collectively referred to as "the Parties"), for property located at _____.

RECITALS

1. Owner had Imprelis® applied to its property on a date or dates after August 30, 2010 and before August 22, 2011.
2. Damage to certain species of trees was discovered after Imprelis® was applied to Owner's property.
3. DuPont instituted a claims process to resolve claims of property owners that Imprelis® caused damage to their trees.
4. DuPont has offered to resolve Owner's claim for damage to the trees on its property through an Amended Claim Resolution Agreement ("Amended Agreement").
5. A component of DuPont's offer to resolve Owner's claim is to remove certain damaged trees on Owner's property.
6. Owner has advised that in lieu of removal of certain damaged trees, it would like to receive a payment from DuPont for the value of removal of the damaged trees in Table 1 of the Amended Agreement, and remove those trees or cause those trees to be removed from its property.
7. Owner has represented that it has the capability to remove the trees in Table 1 of the Amended Agreement itself, or will engage the services of a third party with the capability to remove the trees in Table 1.
8. Owner agrees that removal and disposal will be done in accordance with the removal and disposal guidelines set forth at www.imprelis-facts.com.
9. Owner will retain responsibility for any harm or damage caused by improper removal and disposal of any trees listed in Table 1, whether that removal and disposal is performed by Owner or a third party.

10. This Addendum does not in any way alter the terms and conditions contained in the Amended Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

RELEASE

As consideration for the above, Owner agrees to forever release, acquit, and discharge DuPont, any third-party individuals or entities that applied or arranged for the application of Imprelis® on Owner's property, and any Imprelis® distributors; and all of their respective principals, agents, officers, directors, stockholders, owners, partners, employees, attorneys, sureties, insurers, successors, predecessors, assigns, and all affiliated corporations and entities, including their sureties, insurers, and attorneys, or any other insurer, and each of them (collectively, the "Released Parties") from any and all liabilities, actual and potential claims, demands, and causes of action, of whatever nature, whether known or unknown, foreseen or unforeseen, asserted or unasserted, that Owner has or may in the future have against any Released Party or Parties as related to Imprelis®, the application of Imprelis® to the Owner's property, the removal of any trees on Owner's property, the disposal of any trees removed from Owner's property, or any resulting damage caused by trees which the Owner removes or causes to be removed from its property, this Release and the events surrounding its negotiation and execution, including but not limited to claims for fraud and fraudulent inducement. Owner warrants and represents that it has not assigned and will not attempt to assign to any party any rights related to the matters covered by this Release and Amended Agreement. Additionally, Owner warrants and represents that it will not seek compensation from any other party, including but not limited to any insurance company relating to the matters covered by this Release and Amended Agreement. This Release does not include claims made under the DuPont Limited Warranty.

In executing this Release, Owner understands and acknowledges that it may discover facts (including but not limited to facts about Imprelis® or DuPont) or damages, or incur damages that were unknown or unanticipated at the time this Release was signed. Even so, Owner expressly, knowingly, and voluntarily agrees that Owner's decision to enter into this Release is made with regard to such possible future discoveries, and the Release cannot be reopened in light of any such future discoveries. Owner understands that it has the right to seek legal counsel of Owner's own choice before signing this Release.

COVENANTS

1. Agreement By Owner To Remove and Dispose of Trees in Compliance with DuPont Guidelines: Owner warrants that it will comply with DuPont's removal and disposal guidelines set forth at www.imprelis-facts.com when removing damaged trees, or disposing of damaged trees.
2. Liability and Indemnity: Owner shall indemnify, defend, and hold harmless DuPont, its directors, officers, employees agents and affiliates, from and against any and all losses, claims, obligations, liabilities, penalties, causes of actions, costs and expenses including,

without limitation, orders, judgments, fines, and amounts paid in settlement, including reasonable attorneys' fees and expenses, arising directly out of claims or litigation against DuPont and arising specifically from Owner's failure to properly remove or dispose of any trees in compliance with DuPont's guidelines set forth at www.imprelis-facts.com, or any other damage which may arise as a result of the trees which Owner has decided not to remove but which DuPont has recommended their removal, or as a result of any other damages caused by the removal of the tree or the failure to remove the trees.

3. Express Waiver of Future Claims: Owner hereby acknowledges that there is a risk that, subsequent to the execution of this Release, Owner may incur, suffer or sustain injuries, losses, damages, costs, attorneys' fees, expenses, or any of these, which are in some way caused by and/or connected with the matters referred to in this Release, or which are unknown or unanticipated at the time this Release is executed, or which are not presently capable of being ascertained. Owner acknowledges that there is a risk that such damages as are presently known may become more serious than Owner now expects or anticipates. Nevertheless, Owner expressly acknowledges that this Release has been negotiated and agreed upon in light of those realizations, and they thereby expressly waive all rights they may have in such unsuspected claims.

DuPont and Owner have fully read and understood the terms and conditions above, and agree to be bound by them.

IN WITNESS WHEREOF, the Parties have executed this Release as of the Effective Date.

Signed,

E.I. du Pont de Nemours and Company



C. Steven Williams
Manager Claims Resolution

Authorized Property Owner:

The Undersigned represents that I have full authority to sign	
Signature	
Printed Name	
Title (if applicable)	
Business Name (if applicable)	
Date	

**TABLE 1
TREES RECOMMENDED FOR REMOVAL AND REPLACEMENT**

Tree No.	Tree Species	Height (feet)	Removed Tree Value
1	PINE WHITE	17	\$1,120.00
2	PINE WHITE	15	\$1,000.00
3	PINE WHITE	13	\$930.00
10	YEW	2	\$90.00
11	YEW	2	\$90.00
13	YEW	2	\$90.00
17	YEW	2	\$90.00

**TABLE 2
TREES RECOMMENDED FOR CARE**

Tree No.	Tree Species	Height (feet)	Service Value
8	YEW	2	\$110.00
9	YEW	2	\$110.00
12	YEW	2	\$110.00
14	YEW	2	\$64.00
15	YEW	2	\$110.00
16	YEW	2	\$110.00
18	YEW	2	\$110.00
19	YEW	2	\$64.00
20	YEW	2	\$110.00

**TABLE 3
TREES RECOMMENDED FOR NO ACTION**

Tree No.	Tree Species	Height (feet)
4	YEW SHRUB	2
5	YEW SHRUB	2

TABLE 3 - (Continued)
TREES RECOMMENDED FOR NO ACTION

Tree No.	Tree Species	Height (feet)
6	YEW SHRUB	2
7	YEW SHRUB	2

TABLE 4
VALUE OF COMPENSATION/SERVICES

Category	Service or Payment	Value
Trees to be Removed	Payment	\$750.00
Payment for Previously Removed Trees	Payment	\$1,200.00
Removed Tree Value	Payment	\$3,410.00
Replacement New Tree Maintenance	Payment	\$1,050.00
Care for Existing Trees	Payment	\$898.00
Total Claim Value		\$7,308.00
Additional Compensation -- 15% of Total Claim Value	Payment	\$1,096.20

TABLE 5
REPLACEMENT VALUE TABLE

1' H	2-4' H	5-6' H	7-8' H	9-10' H	11-12' H	13-14' H	15-16' H	17-18' H	19-20' H
\$30	\$90	\$230	\$360	\$520	\$650	\$930	\$1,000	\$1,120	\$1,910

IMPRELIS® Post-CRA Site Revisit Form

JUN 03 2013

Claim Number: 9028234

Your Property Location ID is: 36855942

If Applicable, Your Lawn Care Company ID is: 32840705

I have confirmed that the property owner has not retained a lawyer related to this claim ☐ Yes

A. PROPERTY LOCATION:

Address: 9911 HAGGERTY RD City: PLYMOUTH
Address Line 2: State, Zip Code: MI, 48170
Property Owner:
Business Name (if applicable): FIRE STATION #1
Contact First Name: STEVE Phone Number: 734-354-3200, 734-679-6886
Contact Last Name: RAPSON Email Address: SRAPSON@PLYMOUTH.TWP.ORG

B. LAWN CARE COMPANY, IF APPLICABLE (golf courses performing own lawn care need not complete Section B):

Company: TERRY TURF DBA WAGENSCHUTZ LAWN SPRAYING Address: 6200 WEED RD
Last Name: Address Line 2:
First Name: City: PLYMOUTH
Phone Number: 734-459-2877 State, Zip Code: MI, 48170
Email Address: Tax ID Number:

C. INSTRUCTIONS:

- Using the provided Site Map, please confirm the Species, Height, Circumference (for deciduous trees only), and Rating for each tree listed on the Revisit Form.
- If the Species, Height, Circumference, and Rating information is accurate please place a "Yes" in the confirmation column. If a difference is observed, please note that in the confirmation column. See example below.
- For any tree with an identified difference, please take photos according to attached photo guidelines (Exhibit A).

SAMPLE

Tree Number	Tree Type	Tree Species	Species Confirmed	Height (In Feet)	Height Confirmed	Trunk Circumference (In Inches - For Deciduous Trees Only)	Circumference Confirmed	Rating (0-5 or X)	Rating Confirmed
1	Evergreen	Spruce Norway	Yes	21				3	Yes
2	Evergreen	Pine White	Yes	45				3	2
3	Evergreen	Fir Douglas	Fir Balsam	36				5	3
4	Deciduous	Locust Honey	Yes	20		25		2	

D. TREE DETAIL LISTING (REVISIT)

Claim Number: 9028234

Property Location ID: 36855942

Tree Number	Tree Type	Tree Species	Species Confirmed	Height (in Feet)	Height Confirmed	Trunk Circumference (in Inches - For Deciduous Trees Only)	Circumference Confirmed	Rating (0-5 or X)	Rating Confirmed	Comments
1	Evergreen	Pine White		17				4		TREES 1-3 PREVIOUSLY REMOVED.
2	Evergreen	Pine White		15				4		PHOTOS NOT AVAILABLE
3	Evergreen	Pine White		13				4		
4	Evergreen	Yew	YES	2	YES			1	SHRUB	SHRUB
5	Evergreen	Yew	YES	2	YES			2	SHRUB	SHRUB
6	Evergreen	Yew	YES	2	YES			2	SHRUB	SHRUB
7	Evergreen	Yew	YES	2	YES			2	SHRUB	SHRUB

E. TREE DETAIL LISTING (NEWLY IDENTIFIED TREES)

Page ____ of ____

Claim Number: 9028234

Property Location ID: 36855942

NOTE: Please add information about additional impacted trees below and to the current site map(s) (with supporting photographs), as appropriate.

Tree Number	Please Check Norway Spruce or White Pine. If Neither, Please Specify Tree Species in the Other Column			Height (in Feet)	Trunk Circumference (in Inches – For Deciduous Trees Only)	Rating (0-5 or X)	Estimated Proximity of Tree to Area Treated with Imprelis® (in Feet)*	Is Tree Upslope or Downslope, or Both, to Area Treated with Imprelis®? (Mark U, D or B)*	Was the Tree Mulched with Clippings from Area Treated with Imprelis®? (Y/N)*	If Tree Removed, Provide the Date and Removal Company Name	Comments
	Norway Spruce	White Pine	Other (Provide Tree Species)								
8			Yew	2		2	1	B	N		
9			Yew	2		2	1	B	N		
10			Yew	2		3	3	U	N		
11			Yew	2		3	1	U	N		
12			Yew	2		2	3	U	N		
13			Yew	2		3	1	U	N		
14			Yew	2		1	3	U	N		
15			Yew	2		2	1	U	N		
16			Yew	2		2	3	U	N		
17			Yew	2		3	1	U	N		

*Note: The U.S. Environmental Protection Agency has requested that DuPont ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

E. TREE DETAIL LISTING (NEWLY IDENTIFIED TREES)

Page ____ of ____

Claim Number:

Property Location ID:

NOTE: Please add information about additional impacted trees below and to the current site map(s) (with supporting photographs), as appropriate.

Tree Number	Please Check Norway Spruce or White Pine. If Neither, Please Specify Tree Species in the Other Column			Height (in Feet)	Trunk Circumference (in Inches – For Deciduous Trees Only)	Rating (0-5 or X)	Estimated Proximity of Tree to Area Treated with Imprelis® (in Feet)*	Is Tree Upslope or Downslope, or Both, to Area Treated with Imprelis®? (Mark U, D or B)*	Was the Tree Mulched with Clippings from Area Treated with Imprelis®? (Y/N)*	If Tree Removed, Provide the Date and Removal Company Name	Comments
	Norway Spruce	White Pine	Other (Provide Tree Species)								
18			Yew	2		2	3	U	N		
19			Yew	2		1	1	U	N		
20			Yew	2		2	3	U	N		

*Note: The U.S. Environmental Protection Agency has requested that DuPont ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

E. SITE MAP

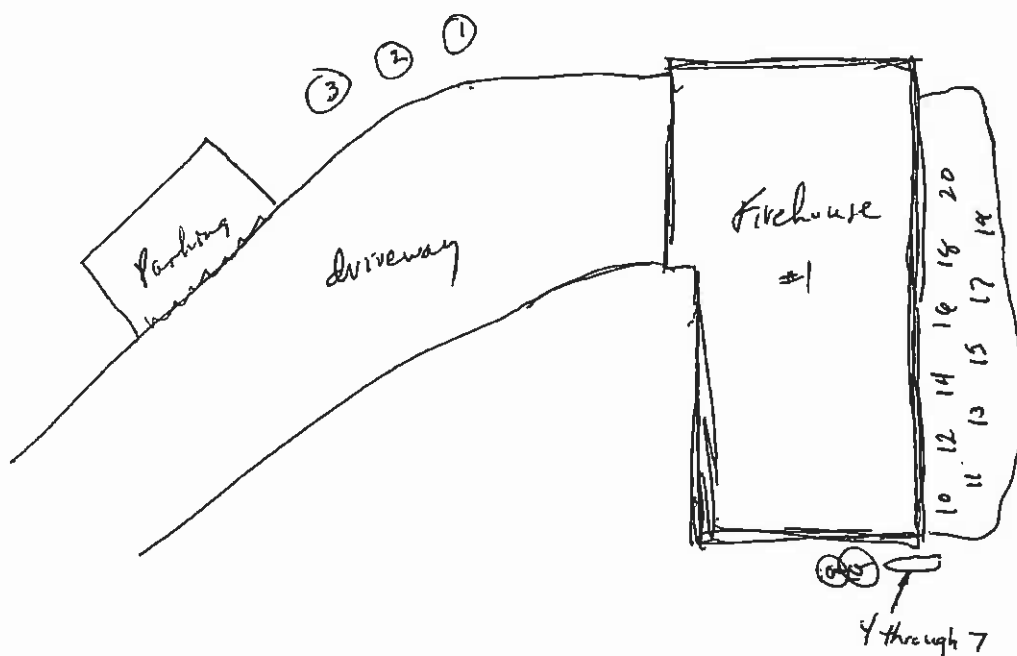
Property Address: 3685 5942

Site Map

To orient map, enter North

Note: Number each tree on map to match Tree Number on Tree Detail Listing.

North



Haggerty Rd

F. SITE MAP

Claim Number: 9028234

Property Location ID: 36855942

Site Map

To orient map, enter North

Note: Number each tree on map to match Tree Number on Tree Detail Listing.



G. DUPONT REPRESENTATIVE AND PROPERTY OWNER CONSENT FORM:

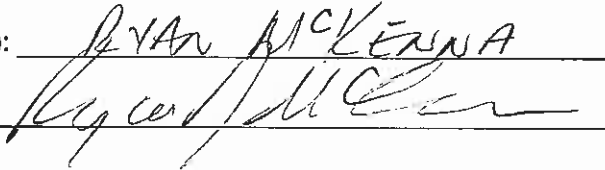
Claim Number: 9028234

Property Location ID: 36855942

DuPont Representative – I agree to collect accurate information and documentation relating to trees at the above property location, as authorized, and to provide such information and documentation to DuPont for the purpose of reassessing property owner's submitted claims relating to trees believed to have been impacted as a result of an Imprelis® herbicide application. I will only enter onto property owner's land at mutually agreed upon time(s) for the limited purpose of gathering this information.

Date: 5/23/13

Name (please print): RYAN MCKENNA

Signature: 


Property Owner – I authorize the DuPont representative identified above to collect information relating to trees at the above property location, including details about and photographs of those trees, and to provide such documentation to DuPont for purposes of reassessing any submitted claim relating to trees believed to have been impacted as a result of an Imprelis® herbicide application. I will provide the DuPont representative with authorization to access my property for purposes of gathering this information at mutually agreed upon time(s). I understand that the DuPont representative's collection and provision of this information to DuPont may directly affect the resolution of my claims through DuPont's claims process.

Note: To receive the benefits set forth in the reimbursement plan for your property, you will be required to sign a release that waives your right to file or participate in any lawsuit related to Imprelis®. By signing this Property Owner Consent Form, however, you are not waiving any rights; you are only permitting DuPont to enter and assess your property for purposes of confirming a submitted claim form. You may seek the advice of counsel of your choosing at any time during this process.

Date: 05-23-2013

Name (please print): Ann Wallace

Title (if applicable): Admin. Aide to Supv.

Signature: 

H. REVISIT FORM PACKAGE MATERIALS TO BE SHIPPED:

1. Original completed and signed Revisit Form and Tree Detail Listing (*ALL PAGES*).
2. If photographs of trees were taken during the site revisit, place the CD/SD memory card(s) of tree photos inside the media envelope provided. Enter the Property Location ID in the space provided on the envelope. The Property Location ID can be found on the front page of the Revisit Form. Each property location should have its own electronic media (*i.e.* please do not combine photos of multiple locations on one SD card or one CD).
3. Site Map(s) if altered in anyway.
4. Executed copy of the Consent Form (*Section G*).
5. It is recommended that you make a copy of all Revisit Form package materials including the tree photos.
6. You can ship multiple revisit forms in one package; however, you must staple all Revisit Form pages and the media envelope together for each property.

Ship Revisit Form Package to Imprelis® Claims Resolution Center:

1. Schedule a UPS Pickup by calling 1-800-PICK-UPS or take to a UPS station.
2. Place all materials inside the UPS shipping envelope, seal the envelope and attach the label that was included in your Revisit Form package
3. In the event you have lost the prepaid UPS label, please ship the completed materials via overnight courier to the following address:

Imprelis® Claims Resolution Process
c/o Epiq Systems
757 Third Avenue, 3rd Floor
New York, NY 10017

It is recommended that all materials are sent via traceable means to ensure delivery.

If you do not wish to utilize UPS, please send the Revisit Form package materials to the following address:

Imprelis® Claims Resolution Process
c/o Epiq Systems
PO Box 4834, Grand Central Station
New York, NY 10163-4834

Exhibit A – Photo Guidelines

Photo Instructions

Photographs are ONLY required for each tree for which there is a difference between the information that was initially submitted on the Claim Form and or determined by DuPont and what is observed during the site revisit. Please submit the required photos as follows:

- Identification — 1 Photo (include tree number and property address)
- Full Tree — 1 Photo (include yardstick to scale height of tree)
- Terminal (Top of Tree) — 1 Photo (close-up photo of the top 2-3 feet of tree)
- Symptoms — 2 to 3 Photos (close-up photos of the tree symptoms)

The Identification Photo for each tree must include the property address and tree number that corresponds to tree number on the site map. For example, a white board or piece of paper could be marked with the number of the tree and property address. The tree does not have to be visible in the photo; however, the tree number and property address must be legible.

The Full Tree Photo must include a yardstick (36 inches) held parallel to tree trunk and touching ground. The yardstick is necessary to help determine the height of the tree. For example, someone could hold a yardstick next to the tree while a photo is taken showing the entire tree and yardstick.

The Terminal Photo must be a close-up photo of the tree terminal, showing the top 2-3 feet of the tree. This photo is not required for trees with a 0, 1 or 2 rating.

The Symptom Photos must be close-up photos showing examples of the tree symptoms used to determine the tree rating. This photo is not required for trees with a 0, 1 or 2 rating.

Photos should be saved and submitted on a digital camera memory card (“SD Card”) or a CD. A file format of .JPG would be preferred; however, other file formats will be accepted.

NOTE: It is very important that all tree photos for a site can be matched to the tree number listed on Tree Detail Listing (Revisit) and Site Map.

Photo Examples

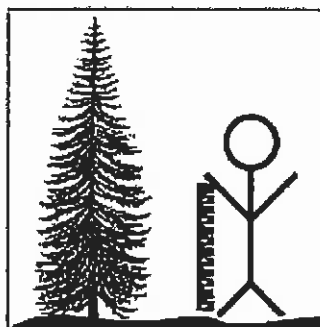
Identification: Please ensure that the first photo for each tree includes the property address and tree number that corresponds to the tree number on the Site Map.

Total Photos: 1



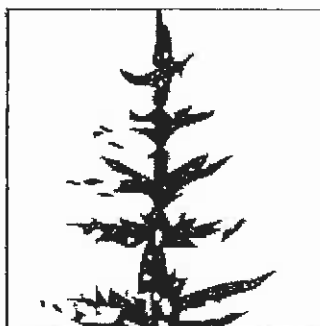
Full Tree: In this photo, please include a yardstick (36 inches) held next to and parallel to tree trunk and touching the ground. The yardstick is necessary to determine the height of the tree.

Total Photos: 1



Terminal: Please take a close-up photo of the top 2-3 feet of the tree. This photo is not required for trees with a 0, 1 or 2 rating.

Total Photos: 1



Symptoms: Please take close-up photos of the tree symptoms. These photos are not required for trees with a 0, 1 or 2 rating.

Total Photos: 2-3



DuPont Imprelis® Claims Resolution Process
c/o Epiq Systems
PO Box 4834, Grand Central Station
New York, NY 10163-4834

August 29, 2013

VIA UPS

HEMMING, POLACZYK, CRONIN, WITTHOFF & BENNETT, P.C . ATTORNEYS AND
COUNSELORS AT LAW
ATTN: TIMOTHY CRONIN
217 WEST ANN ARBOR ROAD
SUITE 302
PLYMOUTH, MI 48170

Re: Property Owner: MILLER FAMILY PARK
Claim Number: 9028239
Property Location: 40198 ANN ARBOR TRAIL
PLYMOUTH, MI 48170

Enclosed please find E.I. du Pont de Nemours and Company's response to your client's submission of disagreement with the Claim Resolution Agreement dated November 2, 2012.

Signed,

E.I. du Pont de Nemours and Company



C. Steven Williams
Manager Claims Resolution

DuPont Imprelis® Claims Resolution Process
c/o Epiq Systems
PO Box 4834, Grand Central Station
New York, NY 10163-4834

August 29, 2013

VIA UPS

MILLER FAMILY PARK
ATTN: STEVE RAPSON
9955 HAGGERTY RD
PLYMOUTH, MI 48170

Re: Claim Number: 9028239
Property Location: 40198 ANN ARBOR TRAIL
PLYMOUTH, MI 48170

E.I. du Pont de Nemours and Company ("DuPont") has received your response to the Claim Resolution Agreement dated November 2, 2012. DuPont has taken your response very seriously and, after careful consideration, has prepared the attached Amended Claim Resolution Agreement ("Amended Agreement"). This notice only applies to the property identified above. If you submitted information about other properties, separate notice letters have been or will be issued to you.

If you agree to the terms of the enclosed Amended Agreement, including Addendum A, which is a Release Regarding Election to Remove Trees on your property ("Addendum A"), DuPont offers to:

- Pay you \$4,950.00 to remove the trees in Table 1 of the Amended Agreement in lieu of DuPont removing the trees specified in Table 1 of the Amended Agreement.
- Pay you \$300.00 for the trees in Table 1 of the Amended Agreement that you previously removed in lieu of DuPont removing those trees.
- Pay you \$26,230.00 that you can use to arrange for the replacement of those 13 tree(s) should you choose.
- Pay you \$1,950.00 to provide new tree maintenance for your replacement tree(s).
- Pay you \$17,828.00 that you can use to purchase tree care for 72 other tree(s) remaining on your property.
- Give you a limited warranty for damage (if any) to trees caused by Imprelis® arising in the future.
- Pay you an additional \$7,688.70 in compensation.

Detailed information about each of these offers is provided in the enclosed Amended Agreement. The Amended Agreement may also contain updated language that differs in some places from

Amended Agreement

that in your original Claim Resolution Agreement, so please carefully review the entire Amended Agreement.

In agreeing to accept payment from DuPont relating to trees on your property, you must also agree to several other terms, including, but not limited to, a release waiving your right to file or participate in any lawsuit related to Imprelis®, an agreement to bring remaining disputes in arbitration, and a waiver of your right to a jury trial. In addition, you must execute Addendum A. Please read the enclosed Amended Agreement, including Addendum A, in its entirety. At your own expense, you may seek the advice of counsel of your choosing at any time before signing the Amended Agreement, including Addendum A.¹

It is our hope to resolve your claim as promptly as possible. If you agree to the terms, please sign where indicated, include a witness signature as required, and return all of the pages of the Amended Agreement (including the Tables), and Addendum A, to:

If by regular mail:

Imprelis Claims Resolution Process
c/o Epiq Systems
P.O. Box 4834, Grand Central Station
New York, NY 10163-4834

If by overnight mail:

Imprelis Claims Resolution Process
c/o Epiq Systems
757 Third Avenue, 3rd Floor
New York, NY 10017

¹ NOTICE: DuPont advises Owner that other property owners have filed lawsuits against DuPont, including those seeking to certify class actions of which Owner may be a putative member. These lawsuits allege, among other things, that DuPont failed adequately to test Imprelis® before releasing it to the market and failed to include appropriate warnings about the harm that Imprelis® could cause to non-target vegetation. Plaintiffs in these lawsuits seek compensatory damages, statutory damages, punitive damages, and other types of relief that may be greater than that available in this claims process.

Many of those lawsuits have been consolidated in In re Imprelis Herbicide Marketing, Sales Practices and Products Liability Litigation, Case No. 2:11-md-02284-GP in the U.S. District Court for the Eastern District of Pennsylvania. The Court has appointed the following counsel for Plaintiffs:

Co-Lead Counsel

- Richard J. Arsenaault of NEBLETT, BEARD & ARSENAULT, 2220 Bonaventure Court, P.O. Box 1190, Alexandria, Louisiana 71301, (800) 256-1050;
- Adam J. Levitt of GRANT & EISENHOFER PA, 30 N. LaSalle Street, Suite 1200, Chicago, Illinois 60602, (312) 214-0000;
- Gregory S. Asciolla of LABATON SUCHAROW LLP, 140 Broadway, New York, New York 10005, (212) 907-0700; and
- Jonathan D. Selbin of LIEFF CABRASER HEIMANN & BERNSTEIN, LLP, 250 Hudson Street, 8th Floor, New York, New York 10013, (212) 355-9500.

Liaison Counsel

- Robert Kitchenoff of WEINSTEIN KITCHENOFF & ASHER LLC, 1845 Walnut Street, Suite 1100, Philadelphia, Pennsylvania 19103, (215) 545-7200.

Copies of any complaints are available on request from DuPont. By signing this release, in exchange for the relief provided by DuPont, Owner is foregoing any right to participate in any of these other actions or to otherwise file suit against DuPont for claims released. OWNER UNDERSTANDS THAT IT HAS THE RIGHT TO SEEK LEGAL COUNSEL OF OWNER'S OWN CHOICE BEFORE SIGNING THIS AMENDED AGREEMENT.

Once DuPont receives the signed Amended Agreement, and Addendum A, it will begin the steps outlined in the Amended Agreement. Payments will be made via check and sent to the address indicated at the top of this letter.

If you do not agree with any of the terms set forth in the attached Tables, or you believe that there are additional trees on your property that were damaged by Imprelis®, please provide your reasons in writing to DuPont at the above-identified Imprelis® Claims Resolution Process address. Please include in your submission: (i) your claim number; (ii) a statement detailing the basis for your disagreement; (iii) copies of any documents or photographs upon which you rely; and (iv) your address, phone, and e-mail contact information. DuPont will only consider disagreements with the information and recommendations that appear in the attached Tables.

NOTE: There is a Class Action Settlement (“Settlement”) awaiting final approval by the Court. You may sign this Amended Agreement, and Addendum A, at any time and receive the compensation described herein without waiting for a determination of whether the Settlement is approved by the Court. Should the Settlement become final (as defined in the Settlement Agreement), you will receive the benefits of the extended warranty provided under the Settlement Agreement. You may also provide notice that you wish to object to the terms of your offer set forth in the Tables of this Amended Agreement, and that you wish for your objection to be heard by the Appeals Panel that will be convened if the Settlement becomes final. If you have already requested an appeal before the Appeals Panel and receive a revised offer to resolve your claim, you may accept the offer OR reject the revised offer and continue with your appeal. If you want to continue with your appeal, please call 1-866-796-4783 within thirty (30) days after receiving your revised offer. For more detailed information about the Appeals Panel, go to www.TreeDamageSettlement.com. If you do not opt out of the Settlement by the deadline for doing so and the Settlement becomes final, any objection or notice of intent to appeal must be in writing, and postmarked by thirty (30) days after the date you receive notice that the Settlement has become final or thirty (30) days after receipt of your offer, whichever is later. Otherwise, you will be deemed to have accepted the offer consistent with the terms of the Settlement. If you have not accepted this Amended Agreement, and Addendum A, and the Settlement does not become final, you will receive written notice that the Settlement did not become final, which will set forth the deadline for submitting signed Claim Resolution Agreements. You will have sixty (60) days from your receipt of this written notice to accept the terms of this Amended Agreement, and Addendum A.

For more information, go to www.TreeDamageSettlement.com.

Included with your Amended Agreement is a copy of the claim form that was completed when your property was inspected. The Amended Agreement may be based on supplemental information not contained in the claim form. If you would like additional details about supplemental information used to determine your claim, if any, please contact DuPont. If tree measurements required for claim valuation were not provided on the claim form, default measurements may have been used to process your claim. Please carefully review the tree measurements specified in the Tables attached to this Amended Agreement. If you believe that

any of those measurements are incorrect, please submit an objection within thirty (30) days and provide evidence, including photographs, to substantiate your claim.

DuPont intends for this Amended Agreement to provide resolution of your Imprelis®-related claims and is hopeful that it will meet with your satisfaction. If you have any questions or concerns about the Imprelis® Claims Resolution Process, please contact DuPont at 1-866-796-4783.

Please read this entire Amended Claim Resolution Agreement (“Amended Agreement”), including Addendum A: Release Regarding Election to Remove Trees (“Addendum A”), carefully. The Amended Agreement may contain updated language that differs from your original Claim Resolution Agreement. By signing the Amended Agreement, and Addendum A, you agree to be bound by all of the terms and conditions set forth below.

AMENDED CLAIM RESOLUTION AGREEMENT

This Amended Claim Resolution Agreement (“Amended Agreement”) is entered into between E.I. du Pont de Nemours and Company (“DuPont”) and an authorized owner of the property at 40198 ANN ARBOR TRAIL, PLYMOUTH, MI 48170. The authorized Owner (“Owner”) represents that he or she holds title to the property at issue, and that all other persons or entities holding a fee simple, leasehold or other possessory interest in the property have authorized Owner to execute this Amended Agreement, and Addendum A, to bind them to the terms thereof, and to make choices about and receive services and payment on their behalf.

TREE REMOVAL AND REPLACEMENT

There may be laws or regulations and/or neighborhood or homeowner association rules that address tree removal or replacement. Before any removal and/or replacement of trees can take place under this Amended Agreement, and Addendum A, Owner must make sure that such action is in compliance with such laws, rules and/or regulations.

REMOVAL OF TREES

Payment: DuPont recommends removal for all trees listed in Table 1. However, Owner has advised that it does not want DuPont to remove certain damaged trees from its property. Owner has advised that in lieu of removal of the damaged trees by DuPont, it would like to receive payment from DuPont for the value of removal of the damaged trees and it will remove the trees in Table 1 itself. DuPont offers to pay Owner \$5,250.00 in lieu of DuPont removing the trees specified in Table 1. If tree(s) listed in Table 1 have already been removed and disposed of properly, DuPont will pay Owner the amount listed in Table 1 to compensate Owner for removal of those trees in lieu of DuPont arranging for removal, unless DuPont removed, arranged, or paid for the removal and disposal of a tree(s) prior to the Amended Agreement. DuPont does not offer assurances about compensation for trees Owner may have caused to have removed before DuPont was able to evaluate them under the claims process.

Owner has read and agreed to the terms set forth in Addendum A, attached hereto and incorporated herein by this reference, which concerns Owner’s preference to be paid in lieu of having DuPont remove the tree(s) specified in Table 1 and Owner’s preference to remove the trees in Table 1 itself. Owner agrees that it will comply with the tree removal and disposal guidelines set forth on www.imprelis-facts.com in exchange for DuPont’s agreement to pay Owner to remove its own trees.

REPLACEMENT

Payment: DuPont offers to pay Owner \$26,230.00 for the value of the trees listed in Table 1. Owner shall decide how to use this compensation and is not bound to purchase replacement tree(s). If Owner opts to use this compensation to replace trees, replacement tree or trees of the Owner's choosing may be purchased from (a) one of DuPont's designated qualified tree replacers or (b) a tree replacer of the Owner's choosing. A list of designated qualified tree replacers is available at www.imprelis-facts.com. If Owner decides to purchase replacement tree(s) from a tree replacer other than those listed on the designated qualified tree replacer list, the Limited Warranty for new trees identified below may not apply. Not all trees (particularly trees greater than 20 feet tall) will be able to be replaced with precise equivalents. Table 5 represents a listing of tree replacement prices that have been agreed to by DuPont's designated qualified tree replacers for the particular species of trees to be removed from Owner's property. If Owner is unable to arrange for tree replacement with another tree or trees of the same species from one of DuPont's designated qualified tree replacers at the prices set forth in Table 5, Owner may contact DuPont at 1-866-796-4783 for assistance. DuPont will work with its designated qualified tree replacers or another company to ensure that, if Owner so chooses, Owner can receive another tree or trees of the same species at the value promised.

New Tree Maintenance: In addition, DuPont will pay Owner \$150.00 per removed tree for new tree maintenance of any replacement trees.

Qualified Tree Replacer Limited Warranty for Replacement Trees: Each replacement tree planted by DuPont's designated qualified tree replacers will be covered by a two-year replacement guarantee supported by DuPont's designated qualified tree replacers. If Owner believes that the tree replacement guarantee is not being honored by DuPont's designated qualified tree replacers, Owner should contact DuPont at 1-866-796-4783 for assistance.

Any replacement tree will be planted in a workmanlike manner according to standard industry practice. Subject to the limitations below, any replacement tree that does not survive the period extending two years from the date of planting will be replaced by a tree of the same or similar value. A tree will only be replaced once during the warranty period. A new guarantee will not extend to a replacement tree planted during the warranty period.

The warranty excludes any damage to a tree outside of DuPont's designated qualified tree replacers' control and specifically excludes any tree damage resulting from acts of nature such as severe weather conditions, wind, hail, low temperature, drought, flooding, or storm damage; damage caused by humans or animals, including mowing, plowing, digging; damage caused by insects or disease; and damage attributable to an Owner's failure to properly care for a replacement tree, such as improper watering, pruning, and fertilization. The limited warranty provided by DuPont's designated qualified tree replacers excludes any tree damage relating to Imprelis®.

TREE CARE

Payment: DuPont recommends tree care for the trees listed in Table 2, as care is required for these trees to have the best chance to thrive. DuPont will pay Owner \$17,828.00 so that Owner can provide tree care for each of these trees. DuPont recommends that Owner consult an arborist or lawn care professional for assistance in purchasing and/or ascertaining proper tree care for the trees listed in Table 2. Tree care for each tree may include pruning, shaping, watering, insect spraying, and other care.

Reassessment. If a tree receiving tree care remains alive at the end of the DuPont Limited Warranty period set forth below, but Owner reasonably believes that it will not recover because of its exposure to Imprelis®, DuPont will, at Owner's request, reassess the tree for possible removal and replacement or reasonable compensation. If a tree receiving tree care dies during the DuPont Limited Warranty period set forth below because of its exposure to Imprelis®, DuPont will arrange to remove and replace the tree or provide reasonable compensation for the value of the tree. Owner should make any requests under this subparagraph by calling 1-866-796-4783. DuPont will not be responsible for reassessment, removal, replacement or compensation for any tree for which Owner has failed to provide appropriate care. When requesting reassessment of a tree, Owner agrees to provide adequate documentation, such as receipts, invoices, or other information, to verify that the Owner provided appropriate tree care to the trees identified on Table 2.

Important: If Owner removes (or authorizes anyone else to remove) any tree identified on Table 2 at a future time, Owner agrees that the removal and disposal will be performed in accordance with the instructions listed at www.imprelis-facts.com.

ADDITIONAL PAYMENT

In addition to the above, DuPont will make an additional payment to Owner. The amount of the additional payment is listed in the bottom row of Table 4, and represents 15% of the total value of the other payments and services DuPont is providing. This additional payment of \$7,688.70 is intended to compensate Owner for all other potential Imprelis®-related claims against DuPont that may exist, including but not limited to any claims for loss of aesthetic enjoyment; loss of use; loss in property value; or claimed damage to other trees, shrubs, grasses, or other plants.

DUPONT LIMITED WARRANTY

DuPont warrants against any damage to any tree on Owner's property (including replacement trees) caused by Imprelis® until December 31, 2013, or in the case of replacement trees, until a date two years after the date of planting. In the event that the Owner's property is sold, this limited warranty transfers with the property to the new owner. If Owner believes that a tree covered by this warranty has experienced damage caused by Imprelis®, it shall promptly inform DuPont by sending a letter by regular U.S. Mail detailing such damage and the reason Owner believes it is caused by Imprelis® to:

DuPont Imprelis® Claims Resolution Process
c/o Epiq Systems
Attn: Warranty Notifications
FDR Station, P.O. Box 5013
New York, NY 10150-5013

This warranty does not apply to trees recommended to receive tree care for which Owner has failed to provide the appropriate care.

NOTE: If the Settlement becomes final (as defined in the Settlement Agreement), DuPont will warrant against any damage to any tree on Owner's property (including replacement trees) caused by Imprelis® until May 31, 2015.

RELEASE AND NOTICE

As consideration for the above, Owner agrees to forever release, acquit, and discharge DuPont, any third-party individuals or entities that applied or arranged for the application of Imprelis® on Owner's property, and any Imprelis® distributors; and all of their respective principals, agents, officers, directors, stockholders, owners, partners, employees, attorneys, sureties, insurers, successors, predecessors, assigns, and all affiliated corporations and entities, including their sureties, insurers, and attorneys, or any other insurer and each of them (collectively, the "Released Parties") from any and all claims arising from or relating to Imprelis® including but not limited to those that were, could have been, or could be asserted by Owner, subject only to the express exceptions listed herein. The Released Claims shall include, but are not limited to, any and all claims, causes of action, demands, actions, suits, rights, obligations, controversies or the like, known or unknown, arising from or relating to Imprelis® under state consumer fraud, warranty or unjust enrichment laws (the "Released Claims"). **The only claims excluded from this Release shall be that Owner will not release claims for personal injury, wrongful death, and any environmental claims not related to claimed injuries to Owner's property and vegetation.**

Owner covenants and agrees that he/she/it shall not hereafter seek to establish liability against any Released Parties based, in whole or in part, on any of the Released Claims. Owner expressly waives and fully, finally, and forever settles and releases any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claims without regard to the subsequent discovery or existence of different or additional facts.

IN ADDITION, OWNER HEREBY EXPRESSLY WAIVES AND RELEASES ANY AND ALL PROVISIONS, RIGHTS, AND BENEFITS CONFERRED BY ANY STATUTE, LAW OR PRINCIPLE OF COMMON LAW, WHICH IS SIMILAR, COMPARABLE, OR EQUIVALENT TO § 1542 OF THE CALIFORNIA CIVIL CODE, WHICH READS:

SECTION 1542. GENERAL RELEASE; EXTENT. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN

HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR;

Owner may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the Released Claims, but Owner hereby expressly waives and fully, finally, and forever settles and releases any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claims arising from or relating to Imprelis® whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. Owner also hereby expressly waives and fully, finally, and forever settles and releases any and all Released Claims it may have against the Releasees under § 17200, et seq., of the California Business and Professions Code.

Owner warrants and represents that it has not assigned and will not attempt to assign to any party any rights related to the matters covered by this Release, Amended Agreement, and Addendum A. Additionally, Owner warrants and represents that it will not seek compensation from any other party, including but not limited to any insurance company relating to the matters covered by this Release, Amended Agreement, and Addendum A. This release does not include claims made under the DuPont Limited Warranty or claims arising out of this Release, Amended Agreement, and Addendum A.

Owner and DuPont agree that no medical claim has been made or released by Owner that would implicate the Medicare Secondary Payer Act or the Medicare, Medicaid, and SCHIP Extension Act of 2007.

NOTICE: DuPont advises Owner that other property owners have filed lawsuits against DuPont, including those seeking to certify class actions of which Owner may be a putative member. These lawsuits allege, among other things, that DuPont failed adequately to test Imprelis® before releasing it to the market and failed to include appropriate warnings about the harm that Imprelis® could cause to non-target vegetation. Plaintiffs in these lawsuits seek compensatory damages, statutory damages, punitive damages, and other types of relief that may be greater than that available in this claims process.

Many of those lawsuits have been consolidated in In re Imprelis Herbicide Marketing, Sales Practices and Products Liability Litigation, Case No. 2:11-md-02284-GP in the U.S. District Court for the Eastern District of Pennsylvania. The Court has appointed the following counsel for Plaintiffs:

Co-Lead Counsel

- **Richard J. Arsenault of NEBLETT, BEARD & ARSENAULT, 2220 Bonaventure Court, P.O. Box 1190, Alexandria, Louisiana 71301, (800) 256-1050;**
- **Adam J. Levitt of GRANT & EISENHOFER PA, 30 N. LaSalle Street, Suite 1200, Chicago, Illinois 60602, (312) 214-0000;**

- Gregory S. Asciolla of LABATON SUCHAROW LLP, 140 Broadway, New York, New York 10005, (212) 907-0700; and
- Jonathan D. Selbin of LIEFF CABRASER HEIMANN & BERNSTEIN, LLP, 250 Hudson Street, 8th Floor, New York, New York 10013, (212) 355-9500.

Liaison Counsel

- Robert Kitchenoff of WEINSTEIN KITCHENOFF & ASHER LLC, 1845 Walnut Street, Suite 1100, Philadelphia, Pennsylvania 19103, (215) 545-7200.

Copies of any complaints are available on request from DuPont. By signing this release, in exchange for the relief provided by DuPont, Owner is foregoing any right to participate in any of these other actions or to otherwise file suit against DuPont for claims released. **OWNER UNDERSTANDS THAT IT HAS THE RIGHT TO SEEK LEGAL COUNSEL OF OWNER'S OWN CHOICE BEFORE SIGNING THIS AMENDED AGREEMENT.**

NO ADMISSIONS OR CONCESSIONS

This Amended Agreement, and Addendum A, shall not in any way be construed or deemed to be evidence or an admission or a concession of any fault, liability, fact or amount of damages, or any other matter whatsoever on the part of any party to this Amended Agreement, and Addendum A.

OWNER'S REPRESENTATIONS, COVENANTS, AND WARRANTIES

Owner represents, covenants, and warrants that:

- it has not assigned, transferred, encumbered, or otherwise impaired its rights to settle any claims released by the Amended Agreement, and Addendum A; AND
- it will pay or otherwise resolve all known liens asserted in or arising out of this matter, including any liens asserted by Owner's attorney, insurers or others.

ARBITRATION AGREEMENT

Owner and DuPont agree that any and all claims or disputes of whatever nature between Owner and DuPont and/or any Released Party or Parties that arise out of or relate to Owner's claims, Imprelis®, or this Amended Agreement (including but not limited to those relating to the DuPont Limited Warranty, this Amended Agreement, and Addendum A, and the events surrounding its negotiation and execution) in any way must be resolved through mandatory, binding arbitration, rather than litigation in court. This Amended Agreement, and Addendum A, shall be enforced pursuant to the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* **An arbitrator, not a judge or jury, will decide any dispute. DuPont and Owner hereby specifically waive any right to trial by jury.** If any part of this paragraph is found to be unenforceable by any court or arbitrator, then the Amended Agreement, and Addendum A, are invalid.

- a) Class Action Waiver. Owner agrees that any and all claims or disputes between it and any Released Party or Parties that arise out of or relate to this Amended Agreement (including the DuPont Limited Warranty), and Addendum A, in any way will be arbitrated on an individual basis and that there will be no class or representative actions in arbitration. Owner agrees not to participate in a class or representative action against any Released Party or Parties and agrees to affirmatively opt out of such a class, if the class action asserts claims that would fall within the scope of the Release if they were asserted directly by Owner. Owner and DuPont agree that this class action waiver is an essential part of this Amended Agreement, and Addendum A, and that the class action waiver may not be severed from this Amended Agreement, and Addendum A. If this class action waiver is found to be unenforceable by any court or arbitrator, then the Amended Agreement, and Addendum A, are invalid.
- b) Notice of Arbitration. If Owner wishes to bring a claim or dispute against DuPont which is subject to mandatory, binding arbitration under this provision, Owner must send a written Notice of Arbitration as set forth in the CPR Fast Track Arbitration Rules to DuPont by regular U.S. Mail at the following address:

DuPont Imprelis® Claims Resolution Process

c/o Epiq Systems

Attn: Arbitration Process

FDR Station, P.O. Box 5011

New York, NY 10150-5011

Notwithstanding the deadline contained in the CPR Fast Track Arbitration Rules, DuPont will have thirty (30) days from receipt of the Notice of Arbitration to respond.

- c) Choice of Arbitrator, Fees and Costs. All arbitrations shall be conducted before the CPR International Institute for Conflict Prevention and Resolution (www.cpradr.org, 1-212-949-6490). The CPR Fast Track Arbitration Rules will apply in any arbitration. Arbitration fees, not including attorney's fees and costs, shall be borne by DuPont.
- d) Limit on Relief in Arbitration. DuPont and Owner agree that an arbitrator may only award such relief as a court of competent jurisdiction could.

TRANSITIONAL NATURE OF AMENDED AGREEMENT

If the Settlement becomes final (as defined in the Settlement Agreement), the terms of the Settlement will supersede these arbitration provisions, warranty provisions, and release provisions. A copy of the Settlement Agreement will be posted at www.TreeDamageSettlement.com.

Should the Settlement not become final, the terms of this Amended Agreement, and Addendum A, shall remain in force.

If you have not accepted this Amended Agreement, and Addendum A, and the Settlement does not become final, you will receive written notice that the Settlement did not become final, which will set forth the deadline for submitting signed Claim Resolution Agreements. You will have sixty (60) days from your receipt of this written notice to accept the terms of this Amended Agreement, and Addendum A.

MISCELLANEOUS

Mandatory Disclosures. State and local laws may require that Owner disclose to potential buyers the existence of pending Imprelis® claims, as well as the warranties set forth in the Amended Agreement. Owner may consult with an attorney of its choosing at any time regarding disclosure obligations that may arise during sale of this property.

Choice of Law. This Amended Agreement, and Addendum A, are made and shall be construed, interpreted, enforced, and governed in all respects under the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

Severance. Aside from specific exceptions explicitly noted in the Amended Agreement, and Addendum A, if any provision, or any portion of any provision, of this Amended Agreement, and Addendum A, is held to be illegal, invalid, or contrary to public policy by a court of competent jurisdiction, such provision shall be deemed to be severed and deleted; neither such provision, nor its severance and deletion, shall affect the validity of the remaining provisions of this Amended Agreement, or Addendum A.

Integration. This Amended Agreement, and Addendum A, memorialize and constitute the entire Amended Agreement and understanding between and among DuPont and Owner, and supersedes and replaces all prior negotiations, proposed agreements, and agreements, whether written or unwritten. Owner acknowledges that no Released Party, or any agent or attorney of any Released Party, has made any promise, representation, or warranty whatsoever respecting this Amended Agreement, or Addendum A, and that Owner has not relied on any such promise, representation, or warranty.

Heirs and Successors Bound. This Amended Agreement, and Addendum A, shall be binding upon and inure to the benefit of DuPont and Owner hereto and their respective heirs, personal representatives, successors and assigns, and any corporation, partnership or other entity into or with which any party hereto may merge, consolidate or reorganize.

DuPont and Owner have fully read and understood the terms and conditions above, and agree to be bound by them.

Signed,

E.I. du Pont de Nemours and Company

A handwritten signature in black ink, appearing to read "C. Steven Williams". The signature is fluid and cursive, with a large loop at the beginning and a trailing flourish at the end.

C. Steven Williams
Manager Claims Resolution

Authorized Property Owner:

Only the current owner who holds legal title to the property may sign this Amended Agreement. The name signed below must match (one of) the name(s) of the record owner for the property. If you are unsure whether you are the authorized property owner, please consult the deed to the property. Agreements signed by someone other than the current property owner will not be accepted, and delays are likely to result while the correct signature is obtained.

If signature is by a trustee, executor, administrator, attorney-in-fact, officer of a corporation or other acting in a fiduciary or representative capacity, it must be so indicated and **proper evidence of authority satisfactory to DuPont, must be submitted**. A tax identification number **must** be provided for all non-residential properties, including golf courses, corporations, and companies. Although DuPont does not anticipate that payments under the Amended Agreement will be taxable, individual circumstances and applicable regulations may vary. Please provide the requested tax identification number, and consult your tax advisor for determinations about your particular payment. Agreements submitted without the proper authority and tax information will not be processed, and delays are likely to result while the missing information is obtained.

The Property Owner **must have a witness present** when signing this Amended Agreement. The **witness must then sign** the signature line below and provide the specified contact information. The Owner must return all pages of the Amended Agreement (including the Tables), and a signed copy of Addendum A. Agreements submitted without a witness signature and all the pages will not be processed, and delays are likely to result while the missing material is obtained.

The Undersigned represents that I have full authority to sign.

Authorized Property Owner:**Witness:**_____
Signature_____
Signature_____
Printed Name_____
Printed Name_____
Title (if applicable)_____
Date_____
Business Name (if applicable)_____
Address_____
Tax ID No. for Businesses Required
for Payment Purposes_____
City, State Zip_____
Date_____
Telephone Number

Amended Agreement

ADDENDUM A

RELEASE REGARDING ELECTION TO REMOVE TREES

This Release Regarding Election to Remove Trees ("Release") is made as of _____ (the "Effective Date") by E.I. du Pont de Nemours and Company, ("DuPont" or "Released Party") in favor of _____, a property owner ("Owner") (collectively referred to as "the Parties"), for property located at _____.

RECITALS

1. Owner had Imprelis® applied to its property on a date or dates after August 30, 2010 and before August 22, 2011.
2. Damage to certain species of trees was discovered after Imprelis® was applied to Owner's property.
3. DuPont instituted a claims process to resolve claims of property owners that Imprelis® caused damage to their trees.
4. DuPont has offered to resolve Owner's claim for damage to the trees on its property through an Amended Claim Resolution Agreement ("Amended Agreement").
5. A component of DuPont's offer to resolve Owner's claim is to remove certain damaged trees on Owner's property.
6. Owner has advised that in lieu of removal of certain damaged trees, it would like to receive a payment from DuPont for the value of removal of the damaged trees in Table 1 of the Amended Agreement, and remove those trees or cause those trees to be removed from its property.
7. Owner has represented that it has the capability to remove the trees in Table 1 of the Amended Agreement itself, or will engage the services of a third party with the capability to remove the trees in Table 1.
8. Owner agrees that removal and disposal will be done in accordance with the removal and disposal guidelines set forth at www.imprelis-facts.com.
9. Owner will retain responsibility for any harm or damage caused by improper removal and disposal of any trees listed in Table 1, whether that removal and disposal is performed by Owner or a third party.

10. This Addendum does not in any way alter the terms and conditions contained in the Amended Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

RELEASE

As consideration for the above, Owner agrees to forever release, acquit, and discharge DuPont, any third-party individuals or entities that applied or arranged for the application of Imprelis® on Owner's property, and any Imprelis® distributors; and all of their respective principals, agents, officers, directors, stockholders, owners, partners, employees, attorneys, sureties, insurers, successors, predecessors, assigns, and all affiliated corporations and entities, including their sureties, insurers, and attorneys, or any other insurer, and each of them (collectively, the "Released Parties") from any and all liabilities, actual and potential claims, demands, and causes of action, of whatever nature, whether known or unknown, foreseen or unforeseen, asserted or unasserted, that Owner has or may in the future have against any Released Party or Parties as related to Imprelis®, the application of Imprelis® to the Owner's property, the removal of any trees on Owner's property, the disposal of any trees removed from Owner's property, or any resulting damage caused by trees which the Owner removes or causes to be removed from its property, this Release and the events surrounding its negotiation and execution, including but not limited to claims for fraud and fraudulent inducement. Owner warrants and represents that it has not assigned and will not attempt to assign to any party any rights related to the matters covered by this Release and Amended Agreement. Additionally, Owner warrants and represents that it will not seek compensation from any other party, including but not limited to any insurance company relating to the matters covered by this Release and Amended Agreement. This Release does not include claims made under the DuPont Limited Warranty.

In executing this Release, Owner understands and acknowledges that it may discover facts (including but not limited to facts about Imprelis® or DuPont) or damages, or incur damages that were unknown or unanticipated at the time this Release was signed. Even so, Owner expressly, knowingly, and voluntarily agrees that Owner's decision to enter into this Release is made with regard to such possible future discoveries, and the Release cannot be reopened in light of any such future discoveries. Owner understands that it has the right to seek legal counsel of Owner's own choice before signing this Release.

COVENANTS

1. Agreement By Owner To Remove and Dispose of Trees in Compliance with DuPont Guidelines: Owner warrants that it will comply with DuPont's removal and disposal guidelines set forth at www.imprelis-facts.com when removing damaged trees, or disposing of damaged trees.
2. Liability and Indemnity: Owner shall indemnify, defend, and hold harmless DuPont, its directors, officers, employees agents and affiliates, from and against any and all losses, claims, obligations, liabilities, penalties, causes of actions, costs and expenses including,

without limitation, orders, judgments, fines, and amounts paid in settlement, including reasonable attorneys' fees and expenses, arising directly out of claims or litigation against DuPont and arising specifically from Owner's failure to properly remove or dispose of any trees in compliance with DuPont's guidelines set forth at www.imprelis-facts.com, or any other damage which may arise as a result of the trees which Owner has decided not to remove but which DuPont has recommended their removal, or as a result of any other damages caused by the removal of the tree or the failure to remove the trees.

3. Express Waiver of Future Claims: Owner hereby acknowledges that there is a risk that, subsequent to the execution of this Release, Owner may incur, suffer or sustain injuries, losses, damages, costs, attorneys' fees, expenses, or any of these, which are in some way caused by and/or connected with the matters referred to in this Release, or which are unknown or unanticipated at the time this Release is executed, or which are not presently capable of being ascertained. Owner acknowledges that there is a risk that such damages as are presently known may become more serious than Owner now expects or anticipates. Nevertheless, Owner expressly acknowledges that this Release has been negotiated and agreed upon in light of those realizations, and they thereby expressly waive all rights they may have in such unsuspected claims.

DuPont and Owner have fully read and understood the terms and conditions above, and agree to be bound by them.

IN WITNESS WHEREOF, the Parties have executed this Release as of the Effective Date.

Signed,

E.I. du Pont de Nemours and Company



C. Steven Williams
Manager Claims Resolution

Authorized Property Owner:

The Undersigned represents that I have full authority to sign	
Signature	
Printed Name	
Title (if applicable)	
Business Name (if applicable)	
Date	

**TABLE 1
TREES RECOMMENDED FOR REMOVAL AND REPLACEMENT**

Tree No.	Tree Species	Height (feet)	Removed Tree Value
1	SPRUCE WHITE	28	\$4,000.00
2	SPRUCE NORWAY	25	\$3,500.00
3	SPRUCE WHITE	15	\$1,000.00
6	PINE WHITE	18	\$1,120.00
7	PINE WHITE	18	\$1,120.00
9	PINE WHITE	31	\$5,000.00
10	PINE WHITE	18	\$1,120.00
11	PINE WHITE	15	\$1,000.00
12	PINE WHITE	22	\$2,500.00
15	PINE WHITE	20	\$1,910.00
16	PINE WHITE	20	\$1,910.00
17	PINE WHITE	17	\$1,120.00
22	PINE WHITE	14	\$930.00

**TABLE 2
TREES RECOMMENDED FOR CARE**

Tree No.	Tree Species	Height (feet)	Service Value
4	SPRUCE WHITE	23	\$300.00
5	PINE WHITE	18	\$235.00
8	PINE WHITE	15	\$180.00
13	PINE WHITE	12	\$180.00
14	PINE WHITE	20	\$161.00
18	PINE WHITE	16	\$136.00
19	PINE WHITE	17	\$136.00
20	PINE WHITE	17	\$136.00

TABLE 2 - (Continued)
TREES RECOMMENDED FOR CARE

Tree No.	Tree Species	Height (feet)	Service Value
21	PINE WHITE	18	\$136.00
23	PINE WHITE	22	\$174.00
24	LOCUST	20	\$270.00
25	LOCUST	17	\$215.00
26	LOCUST	22	\$270.00
27	LOCUST	24	\$270.00
28	LOCUST	33	\$270.00
29	LOCUST	35	\$270.00
30	LOCUST	27	\$270.00
31	LOCUST	20	\$335.00
32	LOCUST	30	\$187.00
33	LOCUST	11	\$430.00
34	LOCUST	10	\$480.00
35	LOCUST	10	\$480.00
36	LOCUST	11	\$480.00
37	LOCUST	11	\$325.00
38	LOCUST	37	\$187.00
39	LOCUST	19	\$375.00
40	LOCUST	25	\$335.00
41	LOCUST	34	\$270.00
42	LOCUST	30	\$156.00
43	LOCUST	35	\$156.00
44	LOCUST	35	\$156.00
45	LOCUST	35	\$156.00

TABLE 2 - (Continued)
TREES RECOMMENDED FOR CARE

Tree No.	Tree Species	Height (feet)	Service Value
46	LOCUST	35	\$156.00
47	LOCUST	32	\$156.00
48	LOCUST	34	\$156.00
49	LOCUST	32	\$124.00
50	LOCUST	26	\$124.00
51	LOCUST	32	\$124.00
52	LOCUST	25	\$215.00
53	LOCUST	15	\$225.00
54	LOCUST	18	\$225.00
55	LOCUST	30	\$124.00
56	LOCUST	31	\$215.00
57	LOCUST	32	\$124.00
58	LOCUST	31	\$124.00
59	LOCUST	32	\$124.00
60	LOCUST	37	\$156.00
61	LOCUST	38	\$187.00
62	LOCUST	36	\$270.00
63	LOCUST	29	\$270.00
64	LOCUST	32	\$270.00
65	LOCUST	35	\$270.00
66	LOCUST	22	\$480.00
67	LOCUST	38	\$156.00
68	LOCUST	22	\$335.00
69	LOCUST	24	\$375.00

TABLE 2 - (Continued)
TREES RECOMMENDED FOR CARE

Tree No.	Tree Species	Height (feet)	Service Value
70	LOCUST	28	\$335.00
71	LOCUST	26	\$335.00
72	LOCUST	28	\$335.00
73	LOCUST	22	\$335.00
74	LOCUST	23	\$215.00
75	LOCUST	28	\$124.00
76	LOCUST	41	\$187.00
77	LOCUST	22	\$375.00
78	LOCUST	20	\$375.00
79	LOCUST	28	\$270.00
80	LOCUST	24	\$215.00
81	LOCUST	19	\$335.00
82	LOCUST	28	\$270.00
83	LOCUST	20	\$375.00
84	LOCUST	23	\$270.00
85	LOCUST	24	\$375.00

TABLE 3
TREES RECOMMENDED FOR NO ACTION

Tree No.	Tree Species	Height (feet)
N/A	N/A	N/A

TABLE 4
VALUE OF COMPENSATION/SERVICES

Category	Service or Payment	Value
Trees to be Removed	Payment	\$4,950.00
Payment for Previously Removed Trees	Payment	\$300.00
Removed Tree Value	Payment	\$26,230.00
Replacement New Tree Maintenance	Payment	\$1,950.00
Care for Existing Trees	Payment	\$17,828.00
Total Claim Value		\$51,258.00
Additional Compensation -- 15% of Total Claim Value	Payment	\$7,688.70

TABLE 5
REPLACEMENT VALUE TABLE

1' H	2-4' H	5-6' H	7-8' H	9-10' H	11-12' H	13-14' H	15-16' H	17-18' H	19-20' H
\$30	\$90	\$230	\$360	\$520	\$650	\$930	\$1,000	\$1,120	\$1,910

IMPRELIS® Post-CRA Site Revisit Form

JUN 03 2013

Claim Number: 9028239

Your Property Location ID is: 36855938

If Applicable, Your Lawn Care Company ID is: 32840705

I have confirmed that the property owner has not retained a lawyer related to this claim ☐ Yes

A. PROPERTY LOCATION:

Address: 40198 ANN ARBOR TRAIL City: PLYMOUTH
Address Line 2: State, Zip Code: MI, 48170
Property Owner:
Business Name (if applicable): MILLER FAMILY PARK
Contact First Name: STEVE Phone Number: 734-354-3200(O);734-679-6886(C)
Contact Last Name: RAPSON Email Address: SRAPSON@PLYMOUTHHTWP.ORG

B. LAWN CARE COMPANY, IF APPLICABLE (golf courses performing own lawn care need not complete Section B):

Company: TERRY TURF DBA
WAGENSCHUTZ LAWN
SPRAYING Address: 6200 WEED RD
Last Name: Address Line 2:
First Name: City: PLYMOUTH
Phone Number: 734-459-2877 State, Zip Code: MI, 48170
Email Address: Tax ID Number:

C. INSTRUCTIONS:

- Using the provided Site Map, please confirm the Species, Height, Circumference (for deciduous trees only), and Rating for each tree listed on the Revisit Form.
- If the Species, Height, Circumference, and Rating information is accurate please place a "Yes" in the confirmation column. If a difference is observed, please note that in the confirmation column. See example below.
- For any tree with an identified difference, please take photos according to attached photo guidelines (Exhibit A).

SAMPLE

Tree Number	Tree Type	Tree Species	Species Confirmed	Height (In Feet)	Height Confirmed	Trunk Circumference (In Inches - For Deciduous Trees Only)	Circumference Confirmed	Rating (0-5 or X)	Rating Confirmed
1	Evergreen	Spruce Norway	Yes	21				3	Yes
2	Evergreen	Pine White	Yes	45				3	2
3	Evergreen	Fir Douglas	Fir Balsam	36				5	3
4	Deciduous	Locust Honey	Yes	20		25		2	

D. TREE DETAIL LISTING (REVISIT)

Claim Number: 9028239

Property Location ID: 36855938

Tree Number	Tree Type	Tree Species	Species Confirmed	Height (in Feet)	Height Confirmed	Trunk Circumference (in Inches - For Deciduous Trees Only)	Circumference Confirmed	Rating (0-5 or X)	Rating Confirmed	Comments
1	Evergreen	Spruce White	YES	23	23			2	3	
2	Evergreen	Spruce White	NO WAY Spruce	25	YES			2	3	
3	Evergreen	Spruce White		15				4		REMOVED AND REPLACED. NO PHOTOS
4	Evergreen	Spruce White	YES	20	23			1	2	
5	Evergreen	Pine White	YES	14	13			4	2	
6	Evergreen	Pine White	YES	18	YES			1	3	
7	Evergreen	Pine White	YES	16	18			2	3	
8	Evergreen	Pine White	YES	20	15			1	2	
9	Evergreen	Pine White	YES	26	31			2	3	
10	Evergreen	Pine White	YES	15	19			1	4	
11	Evergreen	Pine White	YES	15	YES			2	4	
12	Evergreen	Pine White	YES	22	YES			4	YES	

D. TREE DETAIL LISTING (REVISIT)

Claim Number: 9028239

Property Location ID: 36855938

Tree Number	Tree Type	Tree Species	Species Confirmed	Height (in Feet)	Height Confirmed	Trunk Circumference (in Inches - For Deciduous Trees Only)	Circumference Confirmed	Rating (0-5 or X)	Rating Confirmed	Comments
13	Evergreen	Pine White	YES	12	YES			2	YES	
14	Evergreen	Pine White	YES	20	YES			1	YES	
15	Evergreen	Pine White	YES	20	YES			4	YES	
16	Evergreen	Pine White	YES	20	YES			2	3	
17	Evergreen	Pine White	YES	17	YES			3	4	

E. TREE DETAIL LISTING (NEWLY IDENTIFIED TREES)

Page ____ of ____

Claim Number: 9028239

Property Location ID: 36855938

NOTE: Please add information about additional impacted trees below and to the current site map(s) (with supporting photographs), as appropriate.

Tree Number	Please Check Norway Spruce or White Pine. If Neither, Please Specify Tree Species in the Other Column			Height (in Feet)	Trunk Circumference (in Inches – For Deciduous Trees Only)	Rating (0-5 or X)	Estimated Proximity of Tree to Area Treated with Imprelis® (in Feet)*	Is Tree Upslope or Downslope, or Both, to Area Treated with Imprelis®? (Mark U, D or B)*	Was the Tree Mulched with Clippings from Area Treated with Imprelis®? (Y/N)*	If Tree Removed, Provide the Date and Removal Company Name	Comments
	Norway Spruce	White Pine	Other (Provide Tree Species)								
18		✓		16		1	6	D	N		
19		✓		17		1	6	D	N		
20		✓		17		1	4	B	N		
21		✓		18		1	4	B	N		
22		✓		14		3	4	B	N		
23		✓		22		1	5	D	N		
24			LOCUST	20	19	2	1	B	N		
25			LOCUST	17	13	2	1	B	N		
26			LOWST	22	19	2	1	B	N		
27			LOWST	24	20	2	1	B	N		

*Note: The U.S. Environmental Protection Agency has requested that DuPont ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

E. TREE DETAIL LISTING (NEWLY IDENTIFIED TREES)

Page ____ of ____

Claim Number:

Property Location ID:

NOTE: Please add information about additional impacted trees below and to the current site map(s) (with supporting photographs), as appropriate.

Tree Number	Please Check Norway Spruce or White Pine. If Neither, Please Specify Tree Species in the Other Column			Height (in Feet)	Trunk Circumference (in Inches – For Deciduous Trees Only)	Rating (0-5 or X)	Estimated Proximity of Tree to Area Treated with Imprelis® (in Feet)*	Is Tree Upslope or Downslope, or Both, to Area Treated with Imprelis®? (Mark U, D or B)*	Was the Tree Mulched with Clippings from Area Treated with Imprelis®? (Y/N)*	If Tree Removed, Provide the Date and Removal Company Name	Comments
	Norway Spruce	White Pine	Other (Provide Tree Species)								
28			LOCUST	33	20	2	1	B	N		
29			LOCUST	35	23	2	1	B	N		
30			LOCUST	27	20	2	1	B	N		
31			LOCUST	20	12	3	1	B	N		
32			LOCUST	30	25	1	1	B	N		
33			LOCUST	11	18	3	1	B	N		
34			LOCUST	10	18	4	1	B	N		
35			LOCUST	10	20	4	1	B	N		
36			LOCUST	11	20	4	1	B	N		
37			LOCUST	11	24	2	1	B	N		

*Note: The U.S. Environmental Protection Agency has requested that DuPont ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

E. TREE DETAIL LISTING (NEWLY IDENTIFIED TREES)

Page ____ of ____

Claim Number:

Property Location ID:

NOTE: Please add information about additional impacted trees below and to the current site map(s) (with supporting photographs), as appropriate.

Tree Number	Please Check Norway Spruce or White Pine. If Neither, Please Specify Tree Species in the Other Column			Height (in Feet)	Trunk Circumference (in Inches - For Deciduous Trees Only)	Rating (0-5 or X)	Estimated Proximity of Tree to Area Treated with Imprelis® (in Feet)*	Is Tree Upslope or Downslope, or Both, to Area Treated with Imprelis®? (Mark U, D or B)*	Was the Tree Mulched with Clippings from Area Treated with Imprelis®? (Y/N)*	If Tree Removed, Provide the Date and Removal Company Name	Comments
	Norway Spruce	White Pine	Other (Provide Tree Species)								
38			LOCUST	37	26	1	1	D	N		
39			LOCUST	19	11	4	1	B	N		
40			LOCUST	25	17	3	1	B	N		
41			LOCUST	34	21	2	1	D	N		
42			LOCUST	30	22	1	1	B	N		
43			LOCUST	35	21	1	1	B	N		
44			LOCUST	35	21	1	1	B	N		
45			LOCUST	35	20	1	1	B	N		
46			LOCUST	35	20	1	1	B	N		
47			LOCUST	32	19	1	1	B	N		

*Note: The U.S. Environmental Protection Agency has requested that DuPont ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

E. TREE DETAIL LISTING (NEWLY IDENTIFIED TREES)

Page ____ of ____

Claim Number:

Property Location ID:

NOTE: Please add information about additional impacted trees below and to the current site map(s) (with supporting photographs), as appropriate.

Tree Number	Please Check Norway Spruce or White Pine. If Neither, Please Specify Tree Species in the Other Column			Height (in Feet)	Trunk Circumference (in Inches - For Deciduous Trees Only)	Rating (0-5 or X)	Estimated Proximity of Tree to Area Treated with Imprelis® (in Feet)*	Is Tree Upslope or Downslope, or Both, to Area Treated with Imprelis®? (Mark U, D or B)*	Was the Tree Mulched with Clippings from Area Treated with Imprelis®? (Y/N)*	If Tree Removed, Provide the Date and Removal Company Name	Comments
	Norway Spruce	White Pine	Other (Provide Tree Species)								
48			Locust	34	18	1	1	B	N		
49			Locust	32	16	1	1	B	N		
50			Locust	26	11	1	1	B	N		
51			Locust	32	17	1	1	B	N		
52			Locust	25	15	2	1	B	N		
53			Locust	15	9	4	1	B	N		
54			Locust	18	10	4	1	B	N		
55			Locust	30	16	1	1	B	N		
56			Locust	31	17	2	1	B	N		
57 51			Locust	32	16	1	1	B	N		

*Note: The U.S. Environmental Protection Agency has requested that DuPont ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

E. TREE DETAIL LISTING (NEWLY IDENTIFIED TREES)

Page ____ of ____

Claim Number:

Property Location ID:

NOTE: Please add information about additional impacted trees below and to the current site map(s) (with supporting photographs), as appropriate.

Tree Number	Please Check Norway Spruce or White Pine. If Neither, Please Specify Tree Species in the Other Column			Height (in Feet)	Trunk Circumference (in Inches - For Deciduous Trees Only)	Rating (0-5 or X)	Estimated Proximity of Tree to Area Treated with Imprelis® (in Feet)*	Is Tree Upslope or Downslope, or Both, to Area Treated with Imprelis®? (Mark U, D or B)*	Was the Tree Mulched with Clippings from Area Treated with Imprelis®? (Y/N)*	If Tree Removed, Provide the Date and Removal Company Name	Comments
	Norway Spruce	White Pine	Other (Provide Tree Species)								
58			LOCUST	31	14	1	1	B	N		
59			LOCUST	32	16	1	1	B	N		
60			LOCUST	37	23	1	1	B	N		
61			LOCUST	38	26	1	1	B	N		
62			LOCUST	36	20	2	1	B	N		
63			LOCUST	29	18	2	1	B	N		
64			LOCUST	32	20	2	1	B	N		
65			LOCUST	35	23	2	1	B	N		
66			LOCUST	22	18	4	1	B	N		
67			LOCUST	38	21	1	1	B	N		

*Note: The U.S. Environmental Protection Agency has requested that DuPont ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

E. TREE DETAIL LISTING (NEWLY IDENTIFIED TREES)

Page ____ of ____

Claim Number:

Property Location ID:

NOTE: Please add information about additional impacted trees below and to the current site map(s) (with supporting photographs), as appropriate.

Tree Number	Please Check Norway Spruce or White Pine. If Neither, Please Specify Tree Species in the Other Column			Height (in Feet)	Trunk Circumference (in Inches - For Deciduous Trees Only)	Rating (0-5 or X)	Estimated Proximity of Tree to Area Treated with Imprelis® (in Feet)*	Is Tree Upslope or Downslope, or Both, to Area Treated with Imprelis®? (Mark U, D or B)*	Was the Tree Mulched with Clippings from Area Treated with Imprelis®? (Y/N)*	If Tree Removed, Provide the Date and Removal Company Name	Comments
	Norway Spruce	White Pine	Other (Provide Tree Species)								
68			LOCUST	22	15	3	1	B	N		
69			LOCUST	24	15	4	1	B	N		
70			LOCUST	28	15	3	1	B	N		
71			LOCUST	26	12	3	1	B	N		
72			LOCUST	28	16	3	1	B	N		
73			LOCUST	22	12	3	1	B	N		
74			LOCUST	23	11	2	1	B	N		
75			LOCUST	28	14	1	1	B	N		
76			LOCUST	41	29	1	1	B	N		
77			LOCUST	22	12	4	1	B	N		

*Note: The U.S. Environmental Protection Agency has requested that DuPont ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

E. TREE DETAIL LISTING (NEWLY IDENTIFIED TREES)

Page ____ of ____

Claim Number:

Property Location ID:

NOTE: Please add information about additional impacted trees below and to the current site map(s) (with supporting photographs), as appropriate.

Tree Number	Please Check Norway Spruce or White Pine. If Neither, Please Specify Tree Species in the Other Column			Height (in Feet)	Trunk Circumference (in Inches – For Deciduous Trees Only)	Rating (0-5 or X)	Estimated Proximity of Tree to Area Treated with Imprelis® (in Feet)*	Is Tree Upslope or Downslope, or Both, to Area Treated with Imprelis®? (Mark U, D or B)*	Was the Tree Mulched with Clippings from Area Treated with Imprelis®? (Y/N)*	If Tree Removed, Provide the Date and Removal Company Name	Comments
	Norway Spruce	White Pine	Other (Provide Tree Species)								
78			LOCUST	20	11	4	1	B	N		
79			LOCUST	24	20	2	1	B	N		
80			LOCUST	24	14	2	1	B	N		
81			LOWST	19	13	3	1	B	N		
82			LOCUST	28	18	2	1	B	N		
83			LOWST	20	11	4	1	B	N		
84			LOWST	23	18	2	1	B	N		
85			LOCUST	24	14	4	1	B	N		

*Note: The U.S. Environmental Protection Agency has requested that DuPont ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

E. SITE MAP

Property Address: 36855938

Site Map

Note: Number each tree on map to match Tree Number on Tree Detail Listing.

To orient map, enter North



house at
40364 Ferguson

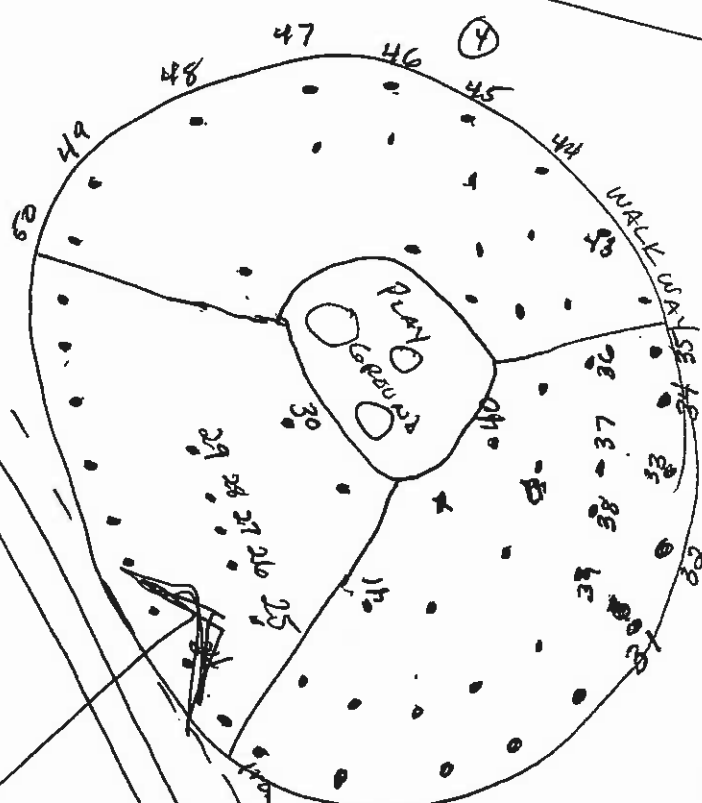
Miller Park

Ferguson St

①

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SEE ATTACHED
MAP OF
PLAY GROUND AREA

Terry Rd St

17 trees

F. SITE MAP.

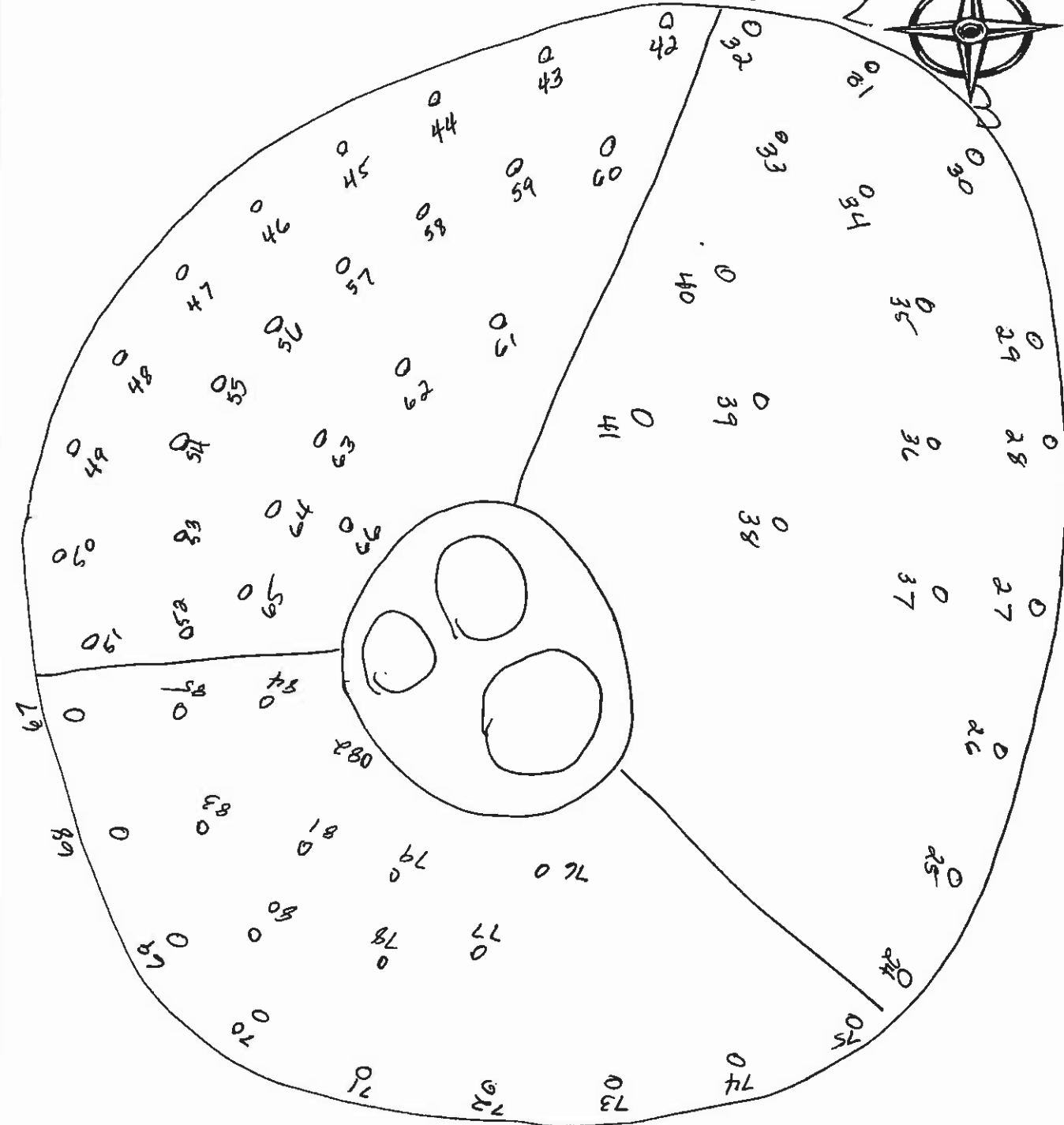
Claim Number: 9028239

Property Location ID: 36855938

Site Map

To orient map, enter North

Note: Number each tree on map to match Tree Number on Tree Detail Listing.



G. DUPONT REPRESENTATIVE AND PROPERTY OWNER CONSENT FORM:

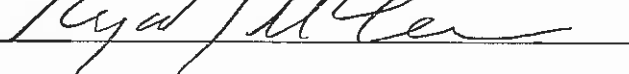
Claim Number: 9028239

Property Location ID: 36855938

DuPont Representative – I agree to collect accurate information and documentation relating to trees at the above property location, as authorized, and to provide such information and documentation to DuPont for the purpose of reassessing property owner's submitted claims relating to trees believed to have been impacted as a result of an Imprelis® herbicide application. I will only enter onto property owner's land at mutually agreed upon time(s) for the limited purpose of gathering this information.

Date: 5-22-13

Name (please print): RYAN MCKENNA

Signature: 


Property Owner – I authorize the DuPont representative identified above to collect information relating to trees at the above property location, including details about and photographs of those trees, and to provide such documentation to DuPont for purposes of reassessing any submitted claim relating to trees believed to have been impacted as a result of an Imprelis® herbicide application. I will provide the DuPont representative with authorization to access my property for purposes of gathering this information at mutually agreed upon time(s). I understand that the DuPont representative's collection and provision of this information to DuPont may directly affect the resolution of my claims through DuPont's claims process.

Note: To receive the benefits set forth in the reimbursement plan for your property, you will be required to sign a release that waives your right to file or participate in any lawsuit related to Imprelis®. By signing this Property Owner Consent Form, however, you are not waiving any rights; you are only permitting DuPont to enter and assess your property for purposes of confirming a submitted claim form. You may seek the advice of counsel of your choosing at any time during this process.

Date: 05-22-2013

Name (please print): Ann Wallace

Title (if applicable): Admin Aide to Supv.

Signature: 

H. REVISIT FORM PACKAGE MATERIALS TO BE SHIPPED:

1. Original completed and signed Revisit Form and Tree Detail Listing (*ALL PAGES*).
2. If photographs of trees were taken during the site revisit, place the CD/SD memory card(s) of tree photos inside the media envelope provided. Enter the Property Location ID in the space provided on the envelope. The Property Location ID can be found on the front page of the Revisit Form. Each property location should have its own electronic media (*i.e.* please do not combine photos of multiple locations on one SD card or one CD).
3. Site Map(s) if altered in anyway.
4. Executed copy of the Consent Form (*Section G*).
5. It is recommended that you make a copy of all Revisit Form package materials including the tree photos.
6. You can ship multiple revisit forms in one package; however, you must staple all Revisit Form pages and the media envelope together for each property.

Ship Revisit Form Package to Imprelis® Claims Resolution Center:

1. Schedule a UPS Pickup by calling 1-800-PICK-UPS or take to a UPS station.
2. Place all materials inside the UPS shipping envelope, seal the envelope and attach the label that was included in your Revisit Form package
3. In the event you have lost the prepaid UPS label, please ship the completed materials via overnight courier to the following address:

Imprelis® Claims Resolution Process
c/o Epiq Systems
757 Third Avenue, 3rd Floor
New York, NY 10017

It is recommended that all materials are sent via traceable means to ensure delivery.

If you do not wish to utilize UPS, please send the Revisit Form package materials to the following address:

Imprelis® Claims Resolution Process
c/o Epiq Systems
PO Box 4834, Grand Central Station
New York, NY 10163-4834

Exhibit A – Photo Guidelines

Photo Instructions

Photographs are ONLY required for each tree for which there is a difference between the information that was initially submitted on the Claim Form and or determined by DuPont and what is observed during the site revisit. Please submit the required photos as follows:

- Identification — 1 Photo (include tree number and property address)
- Full Tree — 1 Photo (include yardstick to scale height of tree)
- Terminal (Top of Tree) — 1 Photo (close-up photo of the top 2-3 feet of tree)
- Symptoms — 2 to 3 Photos (close-up photos of the tree symptoms)

The Identification Photo for each tree must include the property address and tree number that corresponds to tree number on the site map. For example, a white board or piece of paper could be marked with the number of the tree and property address. The tree does not have to be visible in the photo; however, the tree number and property address must be legible.

The Full Tree Photo must include a yardstick (36 inches) held parallel to tree trunk and touching ground. The yardstick is necessary to help determine the height of the tree. For example, someone could hold a yardstick next to the tree while a photo is taken showing the entire tree and yardstick.

The Terminal Photo must be a close-up photo of the tree terminal, showing the top 2-3 feet of the tree. This photo is not required for trees with a 0, 1 or 2 rating.

The Symptom Photos must be close-up photos showing examples of the tree symptoms used to determine the tree rating. This photo is not required for trees with a 0, 1 or 2 rating.

Photos should be saved and submitted on a digital camera memory card (“SD Card”) or a CD. A file format of .JPG would be preferred; however, other file formats will be accepted.

NOTE: It is very important that all tree photos for a site can be matched to the tree number listed on Tree Detail Listing (Revisit) and Site Map.

Photo Examples

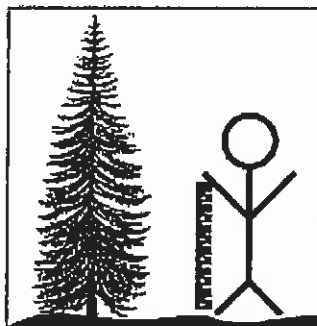
Identification: Please ensure that the first photo for each tree includes the property address and tree number that corresponds to the tree number on the Site Map.

Total Photos: 1



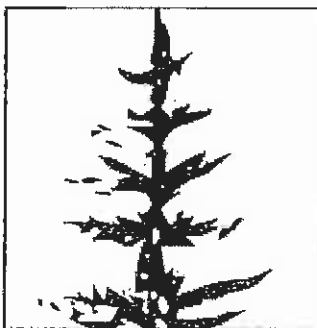
Full Tree: In this photo, please include a yardstick (36 inches) held next to and parallel to tree trunk and touching the ground. The yardstick is necessary to determine the height of the tree.

Total Photos: 1



Terminal: Please take a close-up photo of the top 2-3 feet of the tree. This photo is not required for trees with a 0, 1 or 2 rating.

Total Photos: 1



Symptoms: Please take close-up photos of the tree symptoms. These photos are not required for trees with a 0, 1 or 2 rating.

Total Photos: 2-3



**CHARTER TOWNSHIP OF PLYMOUTH
STAFF REQUEST FOR BOARD ACTION**

Meeting date: September 24, 2013

ITEM: Wayne County Inter Governmental Agreement

BRIEF:

ACTION: Approve an IGA – Inter Governmental Agreement with Wayne County for improvements to Township Park. Wayne County will provide from their parks millage an amount not to exceed Sixty-Seven Thousand Nine Hundred Thirty-Two Dollars (\$67,932.00) toward the construction of the new Township Park Pavilion.

DEPARTMENT/PRESENTER(S): Supervisor Richard M. Reaume
Attorney Tim Cronin

BACKGROUND: Wayne County Commission has authorized returning 15% of their Parks Millage to individual Wayne County Commissioners District on a pro-rate basis for the current fiscal year. This parks millage funding can only be used for parks and recreation projects and the specific Project must be described in the Agreements Exhibit B. This fiscal years project is being identified as the new Township Park Pavilion.

BUDGET/TIME LINE: \$67,932 - General Fund / Two Years to Complete

RECOMMENDATION: APPROVE

PROPOSED MOTION:

I move to approve Resolution Number 13-09-24-36 that will approve the Agreement between The County of Wayne and The Township of Plymouth for Improvements to Plymouth Township Park and authorized the Supervisor to sign the Agreement.

RECOMMENDATION: Moved by: _____ Seconded by: _____

VOTE: __ KA __ CC __ RD __ MK __ RE __ NC __ RR

MOTION CARRIED _____ **MOTION DEFEATED** _____

STATE OF MICHIGAN
COUNTY OF WAYNE
CHARTER TOWNSHIP OF PLYMOUTH

Resolution No. 2013-09-24-36

RESOLUTION FOR THE ACCEPTANCE OF
AGREEMENT BETWEEN THE COUNTY OF WAYNE AND
THE TOWNSHIP OF PLYMOUTH FOR IMPROVEMENTS AT TOWNSHIP PARK

At a Regular Meeting of the Charter Township of Plymouth Board of Trustees, Wayne County, Michigan, held at the Township Hall located at 9955 N. Haggerty Road, Plymouth, Michigan on the 24th day of September, 2013 at 7:00 pm.

Whereas, The County of Wayne through its Department of Public Services, Parks Division and The Township of Plymouth have an interest in entering into a cooperative parks and recreation projects that are mutually beneficial to residents of Wayne County; and

Whereas, The County of Wayne will cooperatively fund the construction of improvements at Plymouth Township Park with the identified Project being a new park pavilion; and

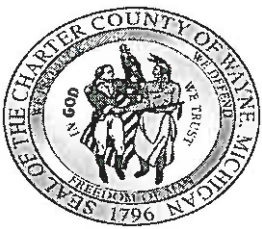
Whereas, The County of Wayne will provide from their Parks Millage an amount not to exceed Sixty-Seven Thousand Nine Hundred Thirty-Two Dollars (\$67,932.00) toward the construction of the recreational Project identified above; and

Now, Therefore be it Resolved,

The Charter Township of Plymouth Board of Trustees agrees to enter into The Agreement between The County of Wayne and The Township of Plymouth for Improvements at Township Park and authorizes the Township Supervisor to sign the agreement.

CERTIFICATION: I hereby certify that the foregoing is a true and complete resolution adopted by Board of Trustees for The Charter Township of Plymouth at a regular meeting held this 24th day of September, 2013.

RESOLUTION No: 2013-09-24-36



ROBERT A. FICANO
COUNTY EXECUTIVE

Zenna Elhasan
Corporation Counsel
Harnetha Jarrett
Deputy Corporation Counsel

Nancy M. Rade
Assistant Corporation Counsel
313-224-5404 (phone)
313-967-2544 (fax)
nrade@co.wayne.mi.us

September 10, 2013

Richard Reaume Supervisor
Plymouth Township
9955 N. Haggerty Road
Plymouth, MI 48170

RE: IGA between County of Wayne and Plymouth Township
Plymouth Township Park

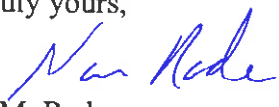
Dear Mr. Réaume:

The County is pleased to participate in the improvements to Plymouth Township Park with the Plymouth Township. The County is granting up to \$67,932.00 towards the cost. Enclosed for your review is the proposed agreement for the above-mentioned parks project. Please review, and if satisfactory, please sign and return three originals to my attention, together with a certified copy of the Board of Trustees' action authorizing the project.

Once we have all the signed and completed documents, we will process for approval by the County Commission, and a fully executed copy will be returned to you.

If you have any questions, please feel free to call me at 313.224.5404.

Very truly yours,


Nancy M. Rade
Assistant Corporation Counsel

Email: Jessica Mistak, Parks Division, WCDPS (w/encls.)

NMR/dj
Enclosures #291904

DEPARTMENT OF CORPORATION COUNSEL
500 GRISWOLD STREET, 11TH FLOOR
DETROIT, MICHIGAN 48226

SEP 12 2013

Charter Township of Plymouth

Supervisor's Department

AGREEMENT
between
THE COUNTY OF WAYNE
and
THE TOWNSHIP OF PLYMOUTH
for
Improvements to
PLYMOUTH TOWNSHIP PARK

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THIS AGREEMENT (“Agreement”) is between the County of Wayne, Michigan, a public body corporate and Home Rule Charter County, acting through its Department of Public Services, Parks Division (hereinafter the “County”), and Plymouth Township, a Michigan municipal corporation (hereinafter “Township”).

1. PURPOSE

1.01 The County and Township have an interest in entering into cooperative parks and recreation projects that are mutually beneficial to the residents of Wayne County.

2. SCOPE OF THE PROJECT

2.01 The County will cooperatively fund the construction of improvements (the “Project”) at Plymouth Township Park located in Plymouth Township (individually, “Site” or collectively, “Sites”), for the residents of Wayne County, at the location described in Exhibit A attached hereto and made a part hereof. The County will finance any improvements agreed upon by the Chief Executive Officer for the County of Wayne or his/her designee and the Supervisor for Plymouth Township or his/her designee, in creation of the Project under the limitations indicated in Sections 4 and 5.

3. TERM OF CONTRACT

3.01 The effective date of this Agreement is upon approval of a resolution by Plymouth Township’s Board of Trustees and the Wayne County Commission and upon obtaining signatures from the Supervisor of Plymouth Township and the Wayne County Chief Executive Officer, whichever occurs last.

3.02 The Agreement shall remain in full force and effect during the Project, unless terminated before such time under the terms and conditions indicated in this Agreement.

3.03 If Township fails to complete the Project within two years of the effective date, the parties agree that the County shall be under no further obligation to provide any remaining funds committed hereunder.

4. COUNTY'S COVENANTS

4.01 The County will fund construction of the recreational Project described in Exhibit B attached hereto and made a part hereof. The funding provided by the County for the recreational Project shall not exceed Sixty-Seven Thousand Nine Hundred Thirty-Two Dollars (\$67,932.00).

5. TOWNSHIP 'S COVENANTS

5.01 Prior to construction of any portion of the Project, Township shall provide the County with documents evidencing title to each Site, including, but not limited to, deeds, assignments, leases, land contracts, and mortgage instruments. The documents must specify all covenants, restrictions, easements, or other encumbrances on each Site.

5.02 Township warrants that it is the legal owner with good, valid, and clear title to each Site described in Exhibit A.

Township shall, to the extent allowed by applicable law and without waiver of governmental immunity, hold harmless and defend the County against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including but not limited to, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to an action by a third party to quiet title in any Site described in Exhibit A.

5.03 Township shall keep accurate records and account of the Project costs that shall be accessible for inspection and audit by a representative of the County upon reasonable prior notice to the Township.

5.04 Township shall submit to the County no more frequently than once every 30 days a certified application for reimbursement of acceptable Project costs, together with all contractor and subcontractor certified invoices and any required supporting documentation for reimbursement, which shall be made upon receipt and approval of the application for reimbursement. The County is under no obligation to reimburse Township for any unapproved costs or costs outside the scope of this Agreement.

5.05 Township shall be responsible for financing the Project beyond the financial commitment the County has made as indicated in Section 4.01.

5.06 Township shall operate and maintain Plymouth Township Park for public recreation, and that it shall allow each park to be open to the public on equal and reasonable terms and that no individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age or handicap.

5.07 Township agrees that in consideration of the financial commitment that the County is providing for the Project, Township shall operate each Site as a recreational facility for no less than 10 years after the Project is completed.

5.08 Township will develop signage at its own expense, which recognizes the County as a donor at each Site. The signage shall comply with the specifications described in Exhibit C attached hereto and made a part hereof, provided the signage also complies with all applicable local ordinances and regulations. The County shall have the right to approve the signage. Such approval will not be unreasonably withheld or delayed. Township shall install the signage prior to the Project's completion.

5.09 Township agrees to provide the County with an opportunity to participate in planning any press conference, ribbon cutting ceremony, opening ceremony, or other public/media announcement related to the Project ("media event"). Township further agrees to

provide the County with no less than thirty (30) days' prior written notice of a proposed media event.

5.10 Breach of any of the provisions contained in this Article may be regarded as a material breach of this Agreement.

6. TERMINATION

6.01 This Agreement can be terminated by either party with or without cause upon 30 days' written notice, prior to commencing construction. If terminated prior to commencing construction of the Project, each party is solely responsible for its own costs, fees, and obligations incurred prior to the termination.

6.02 After the Project's construction is commenced, the County may terminate this Agreement with or without cause and shall be responsible for expenses previously approved by the County and incurred by Township, not to exceed the amount stated in Section 4.01.

6.03 Township may terminate this Agreement, with or without cause, after construction is commenced and shall return to the County any funding provided by the same under this Agreement.

7. DATA TO BE FURNISHED

7.01 Township must maintain copies of all information, books, data, reports, records, etc., related to the Project. Such information and records shall be maintained for a period of three (3) years from the date Township receives its final reimbursement payment under this Agreement.

7.02 Upon the request of the County or its authorized representative, including its Legislative Auditor General, Township must furnish, without charge, copies of all information, books, records, data, reports, etc., of Township or any contractors, subcontractors, consultants or

agents rendering or furnishing services under this Agreement, whether direct or indirect, that will permit adequate evaluation or audit of the services provided by Township or any of its contractors, subcontractors, consultants or agents. Township must include a similar covenant allowing for County audit in any agreement it has with a contractor, subcontractor, consultant or agent related to this Agreement. The County may delay reimbursement payments to Township pending the results of any such audit without penalty or interest.

7.03 The County may schedule conferences at mutually convenient times with Township administrative personnel to gather the information. If, as a result of any audit conducted by or for the County relating to Township's performance under this Agreement a discrepancy should arise as to the amount of compensation due Township, Township shall pay to the County on demand the amount of compensation in question, provided, however, that the Township shall have the right to first review the audit documents and provided further that the parties shall meet in an attempt to informally negotiate a resolution to the alleged discrepancy before the County takes any further action. If Township fails or refuses to make payment, in addition to other legal remedies available to the County, the County may retain said amount from any funds allocated to Township but not yet disbursed under this Agreement or may offset such a deficiency against the compensation to be paid Township in any concurrent, successive or future agreements between the parties.

7.04 Township further acknowledges the right of the Wayne County Commission as a third-party beneficiary of this Agreement to sue for specific performance to enforce the audit rights provided herein for the Legislative Auditor General.

8. ADMINISTRATION

8.01 Township must inform the County as soon as the following types of conditions become known:

1. Probable delays or adverse conditions which do or may materially prevent meeting the objectives of this Agreement, including changes, transfer, or assignment of any real property interest related to any Site;
2. Favorable developments or events that enable meeting time schedules or goals sooner than anticipated; or
3. Any changes or modifications in appropriations and funding for the Project.

9. RELATIONSHIP OF PARTIES

9.01 The parties are independent entities. No liability or benefits, such as Workers' Compensation, pension rights, or insurance rights, arising out of, or related to, a contract for hire or employer/employee relationship, accrues to either party or either party's agents, contractors, subcontractors, or employees as a result of this Agreement. No relationship, other than that of independent contractor, will be implied between the parties, or either party's agents, employees, contractors or subcontractors.

10. INSURANCE

10.01 All insurance secured by Township or any contractors, subcontractors, consultants or agents performing work related to this Agreement must be effected under valid and enforceable policies, issued by recognized, responsible insurers, licensed to do business in the State of Michigan and which are well-rated by national rating organizations.

10.02 Township, at its expense, or any contractors, subcontractors, consultants or agents retained by Township, at their own expense, shall maintain during the construction of the Project, Commercial General Liability Insurance with minimum limits for bodily injury of \$2 Million Dollars per occurrence and \$4 Million Dollars aggregate and with minimum limits for property damage of \$2 Million Dollars per occurrence and \$2 Million Dollars aggregate.

10.03 Township, at its expense, or any contractors, subcontractors, consultants or agents retained by Township, at their own expense, shall maintain during the construction of the

Project, Workers' Compensation coverage that meets Michigan statutory requirements and employer's liability insurance with at least \$500,000 limits.

10.04 Township, at its expense, or any contractors, subcontractors, consultants or agents retained by Township, at their own expense, shall maintain during the construction of the Project, Automobile Liability Insurance, including coverage on hired and owned vehicles, with minimum limits for bodily injury and property damage of \$1,000,000 each accident.

10.05 If, during the term of this Agreement, changed conditions or other pertinent factors, should in the reasonable judgment of the County render inadequate the insurance limits, Township will furnish on demand such additional coverage as may reasonably be required and available under the circumstances.

10.06 Insurance policies must name Township as insured, name the County as an additional insured and loss payee, and must not be canceled, terminated or materially changed without at least thirty (30) days' prior written notice from Township to the County. Prior to execution of this Agreement by the parties, certificates evidencing such insurance must be submitted by Township to the County's Risk Management Division located at 500 Griswold, 20th Floor, Detroit, Michigan 48226, and at least fifteen (15) days prior to the expiration dates of expiring policies.

10.07 Failure to comply with provisions contained in this Article may be deemed as a material breach of this Agreement.

11. HOLD HARMLESS

11.01 Township agrees to remain responsible for its own negligence, or tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, contractors, subcontractors, consultants, or agents. It is agreed that the County is merely acting as a funding source for the Project and that any negligence, or tortious acts, errors, or omissions on the part of

the County shall only arise out of providing these funds or processing reimbursement requests made by Township as submitted pursuant to Section 5.04.

11.02 This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or the Township or their respective agencies, or employees, as provided by statute or modified by court decisions.

12. LIABILITY

12.01 The County does not assume and is not responsible for payment of any debt, service, lien, or encumbrance, including, but not limited to, mortgage, promissory note, land contract, or other obligation incurred prior to the signing or during the term of this Agreement.

12.02 This Agreement is not intended to create beneficial rights to any third party other than the Wayne County Commission. This Agreement is entered into for the sole benefit of the parties to this Agreement.

13. ENVIRONMENTAL MATTERS

13.01 Township warrants to the County that Township will not use Hazardous Materials (as defined in Section 13.06) at any Site in violation of any governmental regulation pertaining to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.

13.02 Township warrants that it is not in violation of governmental regulations pertaining to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials at any Site, and, to the best of Township's knowledge, there have been no actions commenced or threatened by any party for noncompliance which affects a Site.

13.03 Township will keep each Site free of Hazardous Materials except to the extent that the Hazardous Materials are stored or used in compliance with applicable local, state and federal

regulations. Township must not cause or permit any Site to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce or process Hazardous Materials, except in compliance with governmental regulations. Township shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of Township, any tenant, subtenant or occupant, the release, spill, leak or emission of Hazardous Materials at any Site or onto any other contiguous property.

13.04 Prior to commencing the Project, Township must conduct and complete or cause to be conducted and completed an investigation, including a comprehensive environmental audit, studies, sampling and testing, as the County deems necessary. A copy of any environmental audit, study, sampling or testing shall be provided to the County within ten (10) working days of Township's receipt of such audit, study, sampling or testing. If the audit reveals the existence of any Hazardous Material at any Site, Township shall immediately disclose the findings to the County. If the County decides to proceed with the Project, Township shall do or cause to be done all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, under, from or affecting the Site as required by all applicable governmental regulations, to the satisfaction of the County, and according to all federal, state and local governmental authorities. Any audit conducted by the County is solely for the benefit, protection and interest of the County. Township or any third party cannot rely upon the audit conducted by the County for any purpose.

13.05 It is agreed that the County is merely acting as a funding source for the Project and that the County shall only be responsible for providing these funds and processing reimbursement requests made by the Township as submitted pursuant to Section 5.04. Therefore, the County shall not be responsible for any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including attorney and consultant fees,

investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to:

1. The presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the Site or the soil, water, vegetation, buildings, personal property, persons or animals;
2. Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials at a Site;
3. Any lawsuit brought or threatened, settlement reached or government order relating to the Hazardous Materials with respect to a Site;
4. Any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of any mortgage, which are based on or related to the Hazardous Materials used at a Site;
5. This section applies to the presence, disposal, release, leakage or threatened release of any Hazardous Materials prior to the effective date of this Agreement.

13.06 Hazardous Material means any material or substance:

1. Which is or becomes defined as a hazardous substance, pollutant or contaminant pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 et. seq.) and any amendments thereto and regulations pursuant thereto;
2. Containing gasoline, oil, diesel, fuel or other petroleum products;
3. Which is or becomes defined as hazardous waste pursuant to the Resource Conservation and Recovery Act (42 U.S.C. 6901 et. seq.) and any amendments thereto and regulations pursuant thereto;
4. Containing polychlorinated biphenyl;
5. Containing asbestos;
6. Which is radioactive;
7. The presence of which requires investigation or remediation under any governmental regulation; or
8. Which is or becomes defined as a hazardous waste, hazardous substance, pollutant, contaminant or biologically hazardous material under any governmental regulation.

14. COMPLIANCE WITH LAWS

14.01 Each party must comply with and must require its employees to comply with all applicable laws and regulations.

14.02 Township must construct and develop the Project or cause the Project to be constructed and developed according to applicable local, state and federal laws.

15. AMENDMENTS

No amendment to this Agreement is effective unless it references this Agreement, is written, is signed and acknowledged by duly authorized representatives of both parties and approved by resolutions adopted by the Plymouth Township Board of Trustees and the Wayne County Commission.

16. NONDISCRIMINATION PRACTICES

16.01 Township shall require that all contractors, subcontractors, consultants and agents retained to perform work related to this Agreement comply with:

- A. Titles VI and VII of the Civil Rights Act (42 U.S.C. §§ 2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to these Titles.
- B. The Age Discrimination Act of 1985 (42 U.S.C. §6101-07).
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).
- D. The American with Disabilities Act of 1990 (42 U.S.C. 12101 et. Seq.) and its associated regulations.
- E. The Michigan Civil Rights Act (P.A. 1976 No. 453) and the Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220).
- F. The anti-discrimination provisions as required by Section 120-192 of the Wayne County Code of Ordinances.

16.02 All contractors, subcontractors, consultants and agents retained by Township to perform work related to this Agreement shall not:

- A. Refuse to recruit, hire, employ, promote or to bar or discharge from employment an individual, or discriminate against an individual in compensation, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- B. Limit, segregate or classify an employee or applicant for employment in a way which deprives or tends to deprive any individual of employment opportunities or otherwise adversely affects the employment status of an employee because of race, color, creed, national origin, age, marital status, handicap, sex, familial status, height or weight.
- C. Print or publish or cause to be printed or published a notice, application or advertisement relating to employment indicating a preference, limitation, specification or discrimination based upon race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- D. Except as permitted by rules and regulations promulgated pursuant to Section 120-192 of the Wayne County Code of Ordinances, or applicable state or federal law, make or use a written or oral inquiry or form of application that elicits or attempts to solicit information concerning the race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight of prospective employees. Township also shall not make or keep a record of that information or disclose such information.
- E. Make or use a written or oral inquiry or form of application that expresses a preference, limitation or specification based on religion, race, color, creed, national origin, age, height, weight, marital status, handicap or sex.

16.03 Township agrees that it will notify all of its contractors, subcontractors, consultants, or agents of their obligations relative to non-discrimination under this Agreement when soliciting the contractor, subcontractor, consultant or agent. Township will include the provisions of this Article in any contract, as well as provide the County with a copy of any agreement with a contractor, subcontractor, consultant or agent completing work related to this Agreement.

16.04 All contractors, subcontractors, consultants and agents retained by Township to perform work related to this Agreement shall not discriminate against any employee or applicant

for employment, training, education or apprenticeship connected directly or indirectly with the performance of this Agreement, with respect to hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight. This Section does not apply if it is determined by the Division of Human Relations that the requirements are bona fide occupational qualifications reasonably necessary to perform the duties required for employment. The burden of proof that the occupational qualifications are bona fide is upon Township.

16.05 Breach of any of the covenants in this Article may be regarded as a material breach of this Agreement.

16.06 Township acknowledges the right of the Director of Human Relations to sue to enforce the provisions in this Article.

16.07 If Township or any of its contractors, subcontractors, consultants or agents does not comply with the non-discrimination provisions of this Agreement, the County may impose sanctions, as it determines to be appropriate, including, but not limited to, the cancellation, termination or suspension of this Agreement, in whole or in part.

16.08 In the event that Township is or becomes subject to federal or state law which conflicts with the requirements of Section 120-192 of the Wayne County Code of Ordinances, the provisions of federal or state law shall apply and this Agreement shall be interpreted and enforced accordingly. In accordance with 1976 P.A. 453, Township covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, national origin, age, sex, weight, height or marital status, and to require a similar covenant on the part of any contractor, subcontractor, consultant, or agent employed in the performance of this Agreement.

17. ETHICS IN CONTRACTING

17.01 Township and all of its contractors must comply with Article 12 of Chapter 120 of the Wayne County Code of Ordinances governing "Ethics in Public Contracting" or any similarly existing Township ordinances.

18. NOTICES

18.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Agreement must be given in writing and mailed by first-class mail and addressed as follows:

If to Township:

Supervisor
Plymouth Township
9955 N. Haggerty Road
Plymouth, Michigan 48170

If to the County:

Director of Parks
Wayne County Parks
33175 Ann Arbor Trail
Westland, Michigan 48185

and

Director of Administration
Wayne County Department of Public Services
400 Monroe, Suite 300
Detroit, Michigan 48226

18.02 All notices are deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

18.03 Termination notices, change of address notices and other notices of a legal nature are an exception and must be sent by registered or certified mail, postage prepaid, return receipt requested.

19. WAIVER OF ANY BREACH

No failure by a party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach constitutes a waiver of any breach of term. No waiver of any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other then existing or subsequent breach.

20. SEVERABILITY OF PROVISIONS

If any provision of this Agreement or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

21. MERGER CLAUSE

21.01 This Agreement, including the Exhibits contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth in this Agreement. No rights or remedies are or will be acquired by either party by implication or otherwise unless set forth herein.

21.02 This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one agreement.

22. JURISDICTION AND LAW

This Agreement, and all actions arising from it, must be governed by, subject to and construed according to the laws of the State of Michigan. Each party consents to the personal

jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Agreement. Each party will not commence any action against the other because of any matter arising out of this Agreement, in any courts other than those in the County of Wayne, State of Michigan, unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Court of Claims, the Michigan Supreme Court or the Michigan Court of Appeals.

23. MISCELLANEOUS

23.01 It is mutually understood and agreed that neither of the parties hereto shall be held responsible for damages occasioned by delay or failure to perform where due to fire, strike, flood, acts of God, unavailability of labor, material, legal acts of public authorities or delays caused by public carriers or third person (including contractors or subcontractors) which cannot reasonably be foreseen or provided against.

23.02 The parties agree that upon termination of this Agreement, the following sections shall survive termination and shall remain in full force and effect: 5.02; 11; 12; 13; 14 and 22.

23.03 The term "County" includes the Charter County of Wayne and all other associated, affiliated or subsidiary departments or divisions now existing or to be created, their agents and employees.

23.04 This Agreement must not be construed as a waiver of any governmental immunity the County, its agencies or employees has as provided by statute or modified by court decisions.

23.05 The headings of the articles in this Agreement are for convenience only and must not be used to construe or interpret the scope or intent of this Agreement or in any way affect this Agreement.

24. AUTHORIZATION AND CAPABILITY

24.01 This Agreement has been approved and executed by the Charter County of Wayne

and the Township of Plymouth, as evidenced by the attached Resolutions adopted by the Plymouth Township Board of Trustees and the Wayne County Commission. Copies of such resolutions shall be attached to this Agreement.

24.02 Each party warrants that the person signing this Agreement is authorized to sign on behalf of its principal and is empowered to bind its principal to this Agreement

24.03 This Agreement is effective only upon review and approval by the Wayne County Commission, the Wayne County Chief Executive Officer, the Supervisor for the Township of Plymouth and Plymouth Township Board of Trustees, whichever occurs last.

25. SIGNATURE

25.01 The County and Township, by their authorized officers and representatives have executed this Agreement as of the dates written below.

[SIGNATURES ON THE FOLLOWING PAGES]

**PLYMOUTH TOWNSHIP PARK
TOWNSHIP OF PLYMOUTH**

WITNESSES

COUNTY OF WAYNE

By: _____

Robert A. Ficano

Its: Chief Executive Officer

Date: _____

County Commission approved and
execution authorized by Resolution

No. _____

Date: _____

STATE OF MICHIGAN)

)

COUNTY OF WAYNE)

This document was acknowledged before me on _____ by Robert A. Ficano, on
behalf of the Charter County of Wayne.

Notary Public, Wayne County, Michigan
County of Wayne, State of Michigan
My Commission Expires: _____
Acting in Wayne County

PLYMOUTH TOWNSHIP PARK
TOWNSHIP OF PLYMOUTH

WITNESSES

By: _____

Its: Supervisor

Date: _____

Plymouth Township Board of Trustees approved and
execution authorized by Resolution

No. _____

Date: _____

STATE OF MICHIGAN)

)

COUNTY OF WAYNE)

)

This document was acknowledged before me on _____ by _____ on
behalf of Township of Plymouth.

.

Notary Public,
County of Wayne, State of Michigan
My Commission Expires: _____
Acting in Wayne County

#291716

EXHIBIT A
LEGAL DESCRIPTION.

KNOW ALL MEN BY THESE PRESENTS: That WALTER IRVING AMRHEIN and ARTHUR FREDERICK AMRHEIN, both single men,
whose address is 46644 West Ann Arbor Trail, Plymouth, Michigan

17192.100

Convey(s) and Warranty to TOWNSHIP OF PLYMOUTH, a Municipal corporation
whose address is 42350 Ann Arbor Road, Plymouth, Michigan

the following described premises situated in the Township of Plymouth
County of Wayne and State of Michigan, to-wit: Commencing at the center $\frac{1}{4}$ corner
of Section 28, Town 1 South, Range 8 East, Plymouth Township, Wayne County,
Michigan, running thence South 0 degrees 23 minutes 45 seconds East, along the
North and South $\frac{1}{4}$ line of said Section, a distance of 541.93 feet for a point
of beginning; thence continuing South 0 degrees 23 minutes 45 seconds East
along said North and South $\frac{1}{4}$ line 1724.07 feet to the center line of Ann Arbor
Trail; thence South 67 degrees 32 minutes 10 seconds West, along said center
line 1359.70 feet to the South line of said Section 28; thence North 89
degrees 04 minutes 30 seconds West, along said South line 92.08 feet; thence
North 0 degrees 51 minutes 05 seconds West, 2346.34 feet to the South line of
property owned by the Plymouth Community School District; thence along said
South line South 85 degrees 39 minutes 50 seconds East, 1375.49 feet to the
point of beginning; Subject to the rights of the public in Ann Arbor Trail and
Powell Roads, containing 63.12 Acres, net.

together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining,
for the full consideration of Two hundred thirty-nine thousand eight hundred fifty-six
(\$239,856.00) dollars. Forty thousand (\$40,000.00) dollars down payment
upon delivery hereof with balance payable in accordance with the terms of
a purchase money mortgage between the parties hereof, of even date.

Dated this 29th day of October A. D. 1969.

Witnessed:

[Signature]
Wm. Sempliner

Signed and Sealed:

Walter Irving Amrhein
Walter Irving Amrhein (L.S.)

Florence E. Sempliner
Florence E. Sempliner

Arthur Frederick Amrhein
Arthur Frederick Amrhein (L.S.)

RECORDED NOV 8 1969
BERNARD J. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48228
STATE OF MICHIGAN
COUNTY OF Wayne

WAYNE COUNTY

STATE OF MICHIGAN REAL ESTATE *
TRANSFER TAX * (L.S.)
Dep't. of Taxation 284.00 *
RE 10561 * (L.S.)

On this 29th day of October A. D. 1969 before me personally
appeared Walter Irving Amrhein and Arthur Frederick Amrhein

to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that they
executed the same as their free act and deed.

My commission expires October 2nd A. D. 1971

Florence E. Sempliner
Florence E. Sempliner

TITLE INSURANCE ABSTRACTS - RECORDS F440312

HERALD F. HAMILL ENGINEERING CO.

REGISTERED CIVIL ENGINEERS & LAND SURVEYORS

222 SOUTH MAIN STREET
PLYMOUTH, MICHIGAN 48170

ENGINEERING
PLANNING
SURVEYING

AREA 313 — 483-1787

LEGAL DESCRIPTION OF PLYMOUTH TOWNSHIP PURCHASE OF

PART OF W. I. and A. F. AMHEIN FARM

Commencing at the Center 1/4 Corner of Section 28, T. 1 S., E. 8 E.,
Plymouth Township, Wayne County, Michigan, Running thence S. 0° 23' 45"
E., along the North and South 1/4 line of said Section, a distance of
541.93 feet for a Point of Beginning; Thence continuing S. 0° 23' 45" E.
along said North and South 1/4 line 1724.07 feet to the center line of
Ann Arbor Trail; thence S. 67° 32' 10" W., along said center line 1359.70
feet to the south line of said Section 28; thence N. 89° 04' 30" W.,
along said south line 92.08 feet; thence N. 0° 51' 05" W., 2346.34 feet
to the south line of property owned by the Plymouth Community School
District; thence along said south line S. 85° 39' 50" E., 1375.49 feet
to the POINT OF BEGINNING; Subject to the rights of the public in Ann
Arbor Trail and Powell Roads, containing 63.12 Acres, net.

September 10, 1969

Herald F. Hamill
Registered Land Surveyor



PLEASE NOTE:

In 1989, the Charter Township of Plymouth purchased 63.12 acres, as identified in the above map as the "Park Proper" with the intention of developing it into a park. The park parcel was later combined with the parcel to the west, which was developed as the Hilltop Golf Course, as identified in the above map as the "Golf Course Proper". Currently, the composite parcel, which contains both the Park Proper and Golf Course Proper, encompasses 161.58 acres and is owned by the Charter Township of Plymouth.

LEGAL DESCRIPTION OF THE PARK PROPER

Commencing at the Center $\frac{1}{4}$ Corner of Section 28, T. 1S., R. 8E., Plymouth Township, Wayne County, Michigan, Running thence S. $0^{\circ} 23' 45''$ E., along the North and South $\frac{1}{4}$ line of said Section, a distance of 541.93 feet for a Point of Beginning; Thence continuing S. $0^{\circ} 23' 45''$ E. along said North and South $\frac{1}{4}$ line 1724.07 feet to the center line of Ann Arbor Trail; thence S. $67^{\circ} 32' 10''$ W., along said center line 1359.70 feet to the south line of said Section 28; thence N. $89^{\circ} 04' 30''$ W., along said south line 92.08 feet; thence N. $0^{\circ} 51' 05''$ W., 2346.34 feet to the south line of property owned by the Plymouth Community School District; thence along said south line S. $85^{\circ} 39' 50''$ E., 1375.49 feet to the POINT OF BEGINNING; Subject to the rights of the public in Ann Arbor Trail and Powell Roads, containing 63.12 Acres, net.

BOUNDARY MAP 46640 Ann Arbor Trail

CHARTER TOWNSHIP OF PLYMOUTH, WAYNE COUNTY, MICHIGAN



- ★ Proposed Pavillon Site
- Park Proper
- Golf Course Proper
- ▬ Boundary of Township Park and Golf Course Parcel



0 0.125 0.25 0.5 Miles

Source: Plymouth Township GIS

EXHIBIT B
PROJECT DESCRIPTION

Proposed Multi-Purpose Pavilion Plymouth Township Park

Project Description

The Charter Township of Plymouth is proposing to construct a new multi-purpose pavilion at Plymouth Township Park, which is located to the northeast of Ann Arbor Trail and Beck Roads and is adjacent to the Golf Course. The new pavilion would be designed to provide universal access to park users of all ages and abilities, and would contain restrooms, a drinking fountain, concession area, picnic tables, and a storage area for field maintenance equipment. This facility would be used to support structured activities at the baseball diamonds, and to serve as a warming station for sledding in the winter. It would also be used to host the events of local community groups, and would provide opportunities for more casual recreation uses and social gatherings.

Benefit to the Community

The Plymouth Township Park is the premier park within the Township. It contains approximately 63 acres, exclusive of the Golf Course, and is centrally located. The Park includes play structures, a sprayscape, baseball diamonds, a sledding hill, walking paths, and a barrier-free fishing dock. To support these activities, the Township has constructed one multi-purpose pavilion and two recreation shelters, which may be reserved for special events and family gatherings. The reservation program is open to both Township residents and non-residents and has become so successful that almost all weekends are usually booked by the end of February. Unsurprisingly, the Township has received numerous requests for an additional pavilion with restrooms and other amenities at Plymouth Township Park.

Although the existing pavilion is well-used, it is located in the southwest corner of the Park near the entrance. Because of the Park's large size, visitors engaged in activities at the baseball diamonds and sledding hill are required to walk over .25 miles downhill to the existing restrooms and picnic areas. This configuration poses difficulties for park users who are limited in terms of mobility due to age or disability. Consequently, the proposed pavilion is intended to correct the deficiency in recreation support facilities in the northeast portion of the Park, and to provide safe and convenient access to amenities for park users of all ages and abilities.

Plymouth Township – Township Park Improvements
Park Pavilion Building
Executive Summary

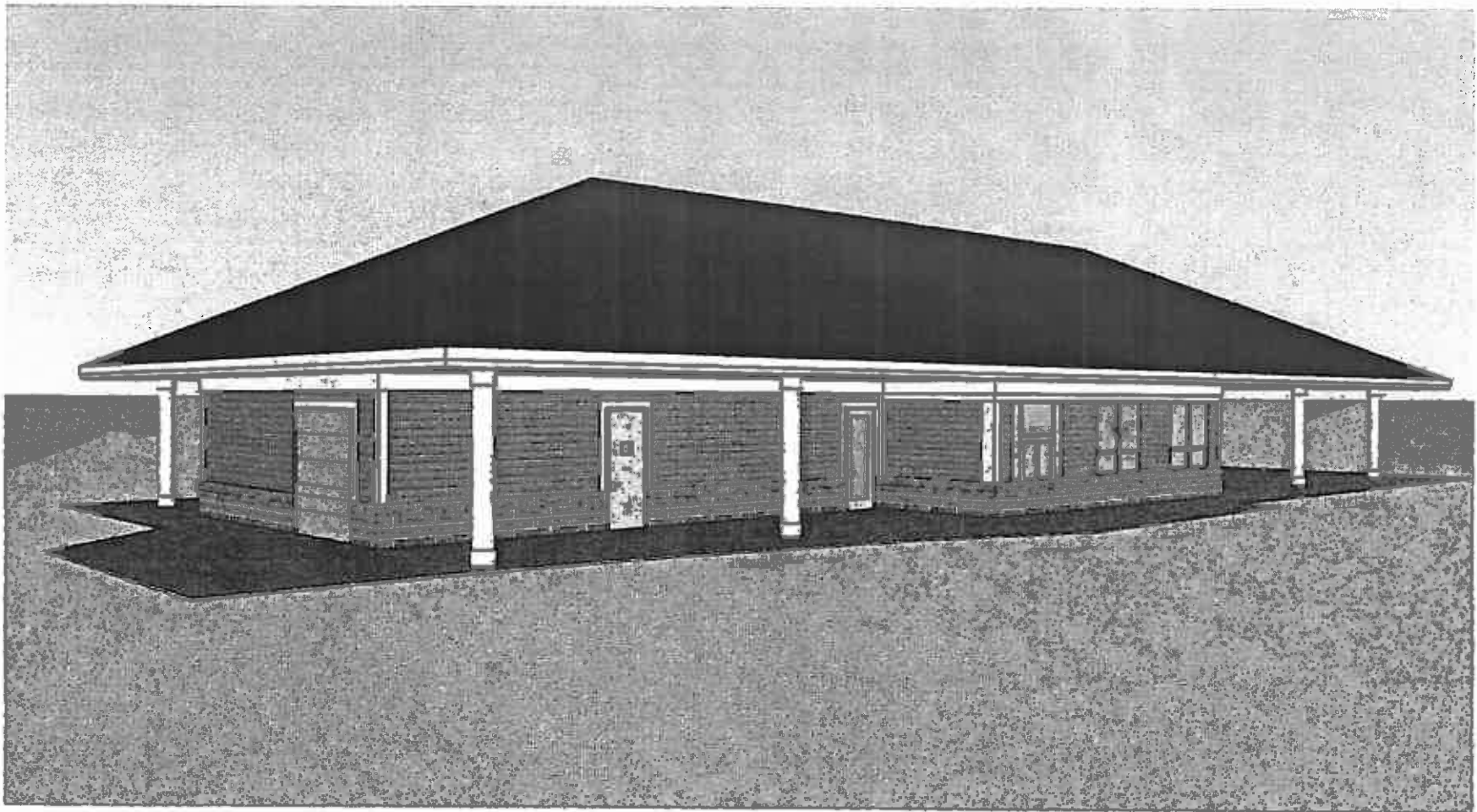
Proposed Project Summary - The project includes a new Park Pavilion at Township Park. The proposed park pavilion facility would be located on the south side of the ball diamonds overlooking the sled hill and the pond. The pavilion would be a four-season, multi-use facility to provide a wide range of amenities for users of the ball diamonds and sledding hill as well as rental opportunities and a gathering place for community groups.

Existing Conditions – The area is not currently served by a pavillon or by convenient restroom facilities, only portable toilets.

Proposed Improvements – The proposed Pavilion Facility would be a four-season, multi-use facility that would serve the needs of park users during both baseball and sledding season. The facility includes the following key features:

- 1,675 sq. ft. Indoor seating/warming room.
- Snack Bar with concession window within the indoor seating/warming room.
- 2,300 sq. ft. outdoor covered picnic area.
- ADA accessible restroom facilities.
- 500 sq. ft. equipment storage and mechanical room located in the rear of the facility.
- Windows around perimeter of Indoor seating room to view adjacent sled hill and pond.
- Facility will be constructed of low maintenance durable materials.

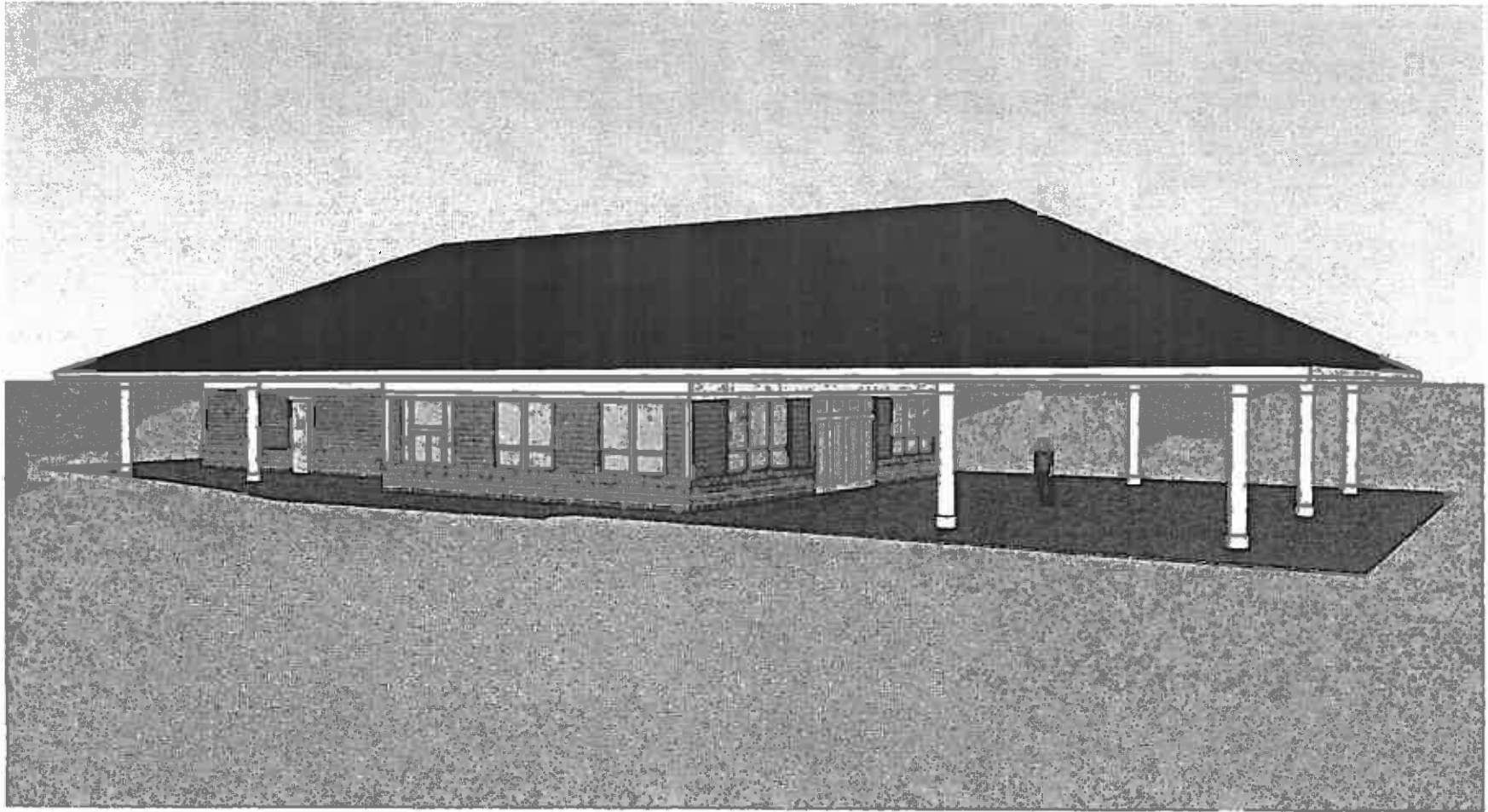
Estimated Costs - The cost of the project is estimated to be \$600,000 as described above.



HUBBELL, ROTH & CLARK, INC
Consulting Engineers

Park Comfort Station—Northwest View

Plymouth Twp., MI



HUBBELL, ROTH & CLARK, INC
Consulting Engineers

Park Comfort Station—Southwest View

Plymouth Twp., MI

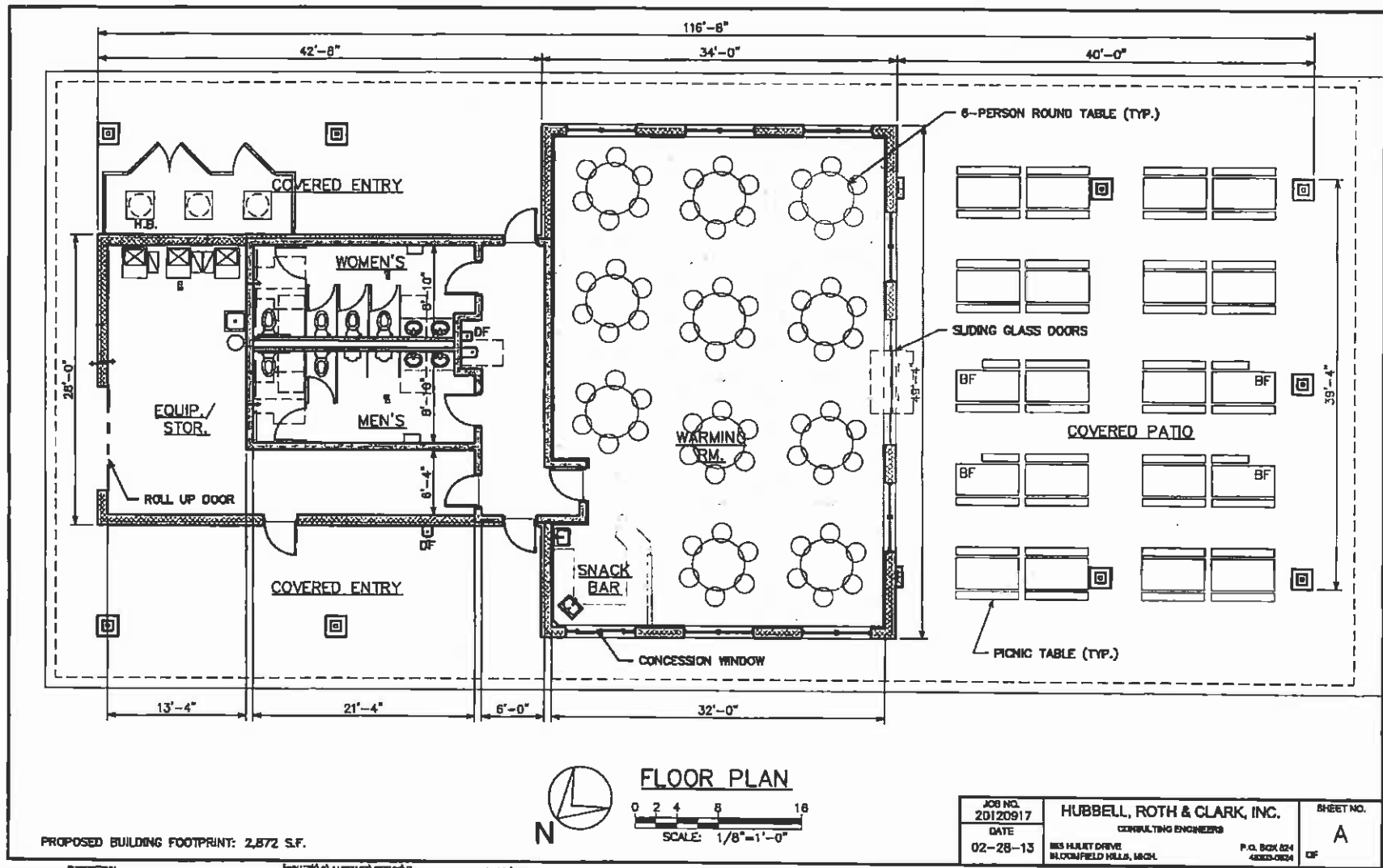


EXHIBIT C
SIGNAGE SPECIFICATIONS



WAYNE COUNTY MEMORANDUM PARKS DIVISION

SIGN SPECIFICATIONS

Attached please find sketch and sample of the sign layout that we are suggesting for all IGA Grant projects. The Specs are as follows:

- Sign size: 48" x 30" 3/4" marine grade plywood.
- Sign is to be one-sided. Two-sided is optional.
- To be out with "Carriage" style top...i.e., arched. (optional).
- Color options up to you; 1, 2, 3 or 4 color...it's totally up to you; of course, more colors, more cost involved.
- Font should be traditional styles in Helvetica, Arial, Times New Roman, something standard.
- Include County Logo, County Executive and Commissioners, bottom left.
- Include City Logo, Mayor and City Council, bottom right.
- Parks and Rec Logo above project name.
- We suggest using 3M Reflective Adhesive water-proof vinyl. Painting is optional.
- Vertical posts shall be 4 x 6" weather-proof timbers routed on 4" side to accommodate the sign. Staining of posts optional.
- Bury post minimum of 42" into ground and backfill with dirt and compact. Concrete footing is optional.
- Bottom of sign shall be 2 ft. min above grade.
- Sign will be secured to posts with flat head Galv. wood screws (approx. #10) 2 per post (min).
- Proof to be provided of final design prior to fabrication and Installation.

We are pretty flexible on fabrication and colors as long as it looks generally like the sign I attached. If you have any questions, please give me a call.

#289942

Huron Twp. logo here

LAIKO PARK

HURON TOWNSHIP

County Logo here

County Executive
& County Commission
listed

Improvements partially funded by
Wayne County Parks Millage
&
Name of other funding source if applies.

City Logo here

Twp. Super
&
Twp. Bd. Members
listed

Board Meeting Date 9/24/2013	
Batch ID	
Check Date	
	TOTAL
GENERAL FUND(101)	396,216.63
SWD(226)	966.24
IMPROV. REV.(246)	38,407.29
DRUG FORFEITURE(265)	1,497.45
GOLF COURSE FUND - (510)	2,443.66
WATER/SEWER(592)	84,258.52
TRUST& AGENCY(701)	16,403.00
POLICE BOND FUND (702)	4,802.00
TAX POOL(703)	156,342.90
SPECIAL ASSESS CAPITAL (805)	35,075.00
	-
TOTAL	736,412.69

INVOICE EDIT LISTING

GGLENNIE
 BATCH = SEP0713

VENDOR NO.	ENTRY DATE	NAME	INVOICE NUMBER	INVOICE DATE	BANK CODE	GROSS AMOUNT	SEP. CHECK	NET AMOUNT	DUE DATE/CHK. DATE
11446	9/18/2013	AMERISCAN IMAGING SERVICES, INC.	2012381	8/29/2013	001	1,350.14	N	1,350.14	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-305-818.000	1,350.14	RECORD SCANNING					
20025	9/18/2013	B & F AUTO SUPPLY INC	395441	8/30/2013	001	64.68	N	64.68	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-291-863.000	55.99	PRO SOLDERING GUN KIT					
		592-291-863.000	8.69	STRAP					
20050	9/18/2013	B & R JANITORIAL SUPPLY	156216	8/29/2013	001	2,249.20	N	2,249.20	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-265-776.000	1,012.14	SUPPLIES					
		101-265-858.000	67.48	SUPPLIES					
		101-305-776.000	562.30	SUPPLIES					
		101-325-727.000	224.92	SUPPLIES					
		101-336-776.000	44.98	SUPPLIES					
		592-172-776.000	337.38	SUPPLIES					
20529	9/18/2013	BELLE TIRE	22967024	8/13/2013	001	1,419.23	N	1,419.23	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-336-863.000	1,419.23	E2 TIRES					
20529	9/18/2013	BELLE TIRE	23071923	9/04/2013	001	135.95	N	135.95	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-336-863.000	135.95	E3 FLAT REPAIR					
20584	9/18/2013	ASSA ABLOY ENTRANCE SYSTEMS US, INC	SCI/00030391	9/04/2013	001	900.00	N	900.00	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-265-776.000	900.00	ANNUAL CHARGE TO 10/31/14					
30290	9/18/2013	CDW GOVERNMENT INC	FK07609	8/26/2013	001	61.61	N	61.61	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-171-727.000	61.61	MICROSOFT WIRELESS COMFOR					
30826	9/18/2013	CI CONTRACTING, INC.	08-508	8/29/2013	001	3,759.25	N	3,759.25	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-291-932.000	3,759.25	WATER MAIN REPAIR					
30865	9/18/2013	CINTAS CORPORATION - 300	300597713	9/03/2013	001	104.20	N	104.20	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-172-758.000	104.20	UNIFORMS 9/3/13					
30865	9/18/2013	CINTAS CORPORATION - 300	300592529	8/27/2013	001	104.20	N	104.20	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					

INVOICE EDIT LISTING

BATCH = SEP0713

VENDOR NO.	ENTRY DATE	NAME	INVOICE NUMBER	INVOICE DATE	BANK CODE	GROSS AMOUNT	SEP. CHECK	NET AMOUNT	DUE DATE/CHK. DATE
			592-172-758.000	104.20	UNIFORMS	8/27/13			
31409	9/18/2013	CODE SAVVY CONSULTANTS LLC	899	7/03/2013	001	460.00	N	460.00	9/25/2013
		ACCOUNT	101-371-818.000	AMOUNT	460.00	DESCRIPTION			
						JOHNSON CONTROLS SPRINKLER SYSTEM			
31409	9/18/2013	CODE SAVVY CONSULTANTS LLC	904	7/21/2013	001	205.00	N	205.00	9/25/2013
		ACCOUNT	101-371-818.000	AMOUNT	205.00	DESCRIPTION			
						COMCAST XFINITY FIRE ALARM SYSTEM			
31409	9/18/2013	CODE SAVVY CONSULTANTS LLC	910	9/02/2013	001	315.00	N	315.00	9/25/2013
		ACCOUNT	101-371-818.000	AMOUNT	315.00	DESCRIPTION			
						JOHNSON CONTROLS FIRE ALARM SYSTEM			
38350	9/18/2013	D & G NATURE'S WAY LAWN CARE INC	222364	9/07/2013	001	64.00	N	64.00	9/25/2013
		ACCOUNT	101-336-776.000	AMOUNT	64.00	DESCRIPTION			
						STA #2			
38350	9/18/2013	D & G NATURE'S WAY LAWN CARE INC	222409	9/10/2013	001	115.00	N	115.00	9/25/2013
		ACCOUNT	101-336-776.000	AMOUNT	115.00	DESCRIPTION			
						STA #3			
40100	9/18/2013	D.R.A.C.O.	FY 2013-2014	9/05/2013	001	50.00	N	50.00	9/25/2013
		ACCOUNT	101-371-958.000	AMOUNT	50.00	DESCRIPTION			
						SEPT 2013 TO AUG 2014			
41443	9/18/2013	DON'S SMALL ENGINE	14751	7/25/2013	001	27.29	N	27.29	9/25/2013
		ACCOUNT	101-336-851.000	AMOUNT	27.29	DESCRIPTION			
						PART			
41443	9/18/2013	DON'S SMALL ENGINE	15201	8/16/2013	001	25.00	N	25.00	9/25/2013
		ACCOUNT	101-336-851.000	AMOUNT	25.00	DESCRIPTION			
						SAW DIAG FEE			
42150	9/18/2013	DSS CORPORATION	13267	2/09/2013	001	9,950.00	N	9,950.00	9/25/2013
		ACCOUNT	101-290-941.000	AMOUNT	9,950.00	DESCRIPTION			
						MAINT LF 2/9/13-2/8/14			
51437	9/18/2013	EMERGENT HEALTH PARTNERS	INV01537	8/22/2013	001	645.00	N	645.00	9/25/2013
		ACCOUNT	101-336-960.000	AMOUNT	645.00	DESCRIPTION			
						AUGUST 2013 TRAINING			
51570	9/18/2013	E S R I, INC.	92703141	8/30/2013	001	400.00	N	400.00	9/25/2013
		ACCOUNT		AMOUNT		DESCRIPTION			

INVOICE EDIT LISTING

BATCH = SEP0713

VENDOR NO.	ENTRY DATE	NAME	INVOICE NUMBER	INVOICE DATE	BANK CODE	GROSS AMOUNT	SEP. CHECK	NET AMOUNT	DUE DATE/CHK. DATE
			101-336-727.000	400.00	ARC GIS DESKTOP MAINT				
51900	9/18/2013	ERADICO SERVICES INC.	315499	9/01/2013 001		37.00	N	37.00	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-336-776.000	37.00	EXTERMINATOR STA # 1					
60145	9/18/2013	FASTENAL COMPANY	MICAN49953	7/17/2013 001		79.85	N	79.80	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-291-934.000	94.57	SUPPLIES					
		592-291-934.000	14.77	CREDIT CARRIED FORWARD					
70550	9/18/2013	GENPOWER PRODUCTS INC.	72306	8/22/2013 001		280.80	N	280.80	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-336-851.000	280.80	STA #2 GENERATOR REPAIR					
71120	9/18/2013	GLOBAL OFFICE SOLUTIONS	PINV038188	9/12/2013 001		2,361.80	N	2,361.80	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-265-858.000	2,361.80	VIRCO MT48R FOLDING					
71120	9/18/2013	GLOBAL OFFICE SOLUTIONS	PINV037501	9/03/2013 001		75.00	N	75.00	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-265-858.000	75.00	DELIVERY					
71501	9/18/2013	GOVCONNECTION, INC.	50586193	9/03/2013 001		485.99	N	485.99	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-172-727.000	485.99	ASA5505 50 USER FIREWALL					
71940	9/18/2013	GREENSHIELD'S LANDSCAPING & LAWN	JUL-AUG 2013	8/26/2013 001		1,825.00	N	1,825.00	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-265-776.000	1,825.00	26- AUG-13 WEED CUT					
72200	9/18/2013	GUARDIAN ALARM CO	15171397	9/01/2013 001		241.89	N	241.89	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-443-937.000	241.89	9/1/13-11/30/13 ALARM BILLING					
80140	9/18/2013	HALT FIRE INC	S0060785	9/03/2013 001		4,744.49	N	4,744.49	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-336-863.000	4,744.49	E1 REPAIRS					
80140	9/18/2013	HALT FIRE INC	S0061029	8/26/2013 001		1,689.84	N	1,689.84	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-336-863.000	1,689.84	E1 WHEEL& TRANS					
80140	9/18/2013	HALT FIRE INC	S0061026	8/26/2013 001		6,669.49	N	6,669.49	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					

INVOICE EDIT LISTING

BATCH = SEP0713
GGLENNIE

CD0130
PAGE 4

VENDOR NO.	ENTRY DATE	NAME	INVOICE NUMBER	INVOICE DATE	BANK CODE	GROSS AMOUNT	SEP. CHECK	NET AMOUNT	DUE DATE/CHK. DATE
			101-336-863.000	6,669.49	E1 PUMP PANEL				
80750	9/18/2013	HINES PARK LINCOLN MERCURY ACCOUNT	C49211	6/27/2013 001		179.93	N	179.93	9/25/2013
		592-291-863.000	AMOUNT 179.93	DESCRIPTION MULTI-POINT INSPECTION		B69634			
80750	9/18/2013	HINES PARK LINCOLN MERCURY ACCOUNT	C50408	7/11/2013 001		991.14	N	991.14	9/25/2013
		101-371-863.000	AMOUNT 991.14	DESCRIPTION 07 CROWN VIC		147452			
83900	9/18/2013	HYDRO DESIGNS INC ACCOUNT	0029988-IN	8/31/2013 001		1,700.00	N	1,700.00	9/25/2013
		592-291-804.000	AMOUNT 1,700.00	DESCRIPTION CROSS CONNECTION PROGRAM					
93000	9/18/2013	IRON MOUNTAIN ACCOUNT	HMT8606-HMT8622	8/31/2013 001		148.00	N	148.00	9/25/2013
		101-215-727.000	AMOUNT 148.00	DESCRIPTION STORAGE SEPT 2013					
99810	9/18/2013	J & B MEDICAL SUPPLY INC ACCOUNT	1218260	9/10/2013 001		2,458.56	N	2,458.56	9/25/2013
		101-336-836.000	AMOUNT 2,458.56	DESCRIPTION MEDICAL SUPPLIES					
100620	9/18/2013	BRICK-JEDA OIL COMPANY ACCOUNT	86245	8/27/2013 001		899.30	N	899.30	9/25/2013
		592-291-863.000	AMOUNT 899.30	DESCRIPTION DIESEL FUEL 250 GALLONS					
100620	9/18/2013	BRICK-JEDA OIL COMPANY ACCOUNT	86246	8/27/2013 001		1,298.60	N	1,298.60	9/25/2013
		592-291-863.000	AMOUNT 1,298.60	DESCRIPTION NO LEAD 400 GALLONS					
111250	9/18/2013	KNIGHT TECHNOLOGY GROUP, INC. ACCOUNT	4312	9/10/2013 001		1,300.00	N	1,300.00	9/25/2013
		101-290-941.000	AMOUNT 1,300.00	DESCRIPTION NETWORK/TECHNICAL SUPPORT					
130142	9/18/2013	MAPLES ENVIRONMENTAL PEST CONTROL ACCOUNT	AUG 2013	8/14/2013 001		225.00	N	225.00	9/25/2013
		101-265-776.000	AMOUNT 225.00	DESCRIPTION 8/14/13 INV					
130957	9/18/2013	MICHIGAN MUNICIPAL LEAGUE ACCOUNT	2099-913	9/01/2013 001		175.00	N	175.00	9/25/2013
		101-290-958.000	AMOUNT 175.00	DESCRIPTION MML DUES 7/1/13-6/30/14					
131013	9/18/2013	MICHIGAN METER TECHNOLOGY GRP INC ACCOUNT	89742	8/20/2013 001		170.06	N	170.06	9/25/2013
			AMOUNT	DESCRIPTION					

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			592-172-780.000	66.00	3/4" LEATHER WASHERS				
			592-172-780.000	96.00	1" LEATHER WASHERS				
			592-172-780.000	8.06	SHIPPING & HANDLING				
131040	9/18/2013	MIDWEST AIR COMPRESSOR	35408	8/22/2013	001	429.00	N	429.00	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-336-851.000	429.00	LIFT RENTAL STA#1					
131040	9/18/2013	MIDWEST AIR COMPRESSOR	35464	9/03/2013	001	835.00	N	835.00	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-336-851.000	835.00	STA#3 MOTOR REPAIR					
131660	9/18/2013	MUNICIPAL WEB SERVICES	50415	8/27/2013	001	276.25	N	276.25	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-201-851.000	265.00	WEBSITE HOSTING					
		101-201-851.000	11.25	WEBSITE MAINTENANCE					
140145	9/18/2013	HD SUPPLY WATERWORKS, LTD.	B419439	8/29/2013	001	173.68	N	173.68	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-291-932.000	62.32	INV B419439 12MJ GASKETS					
		592-291-932.000	111.36	3/4 X 1/2 T-HEAD COR BLUE					
140145	9/18/2013	HD SUPPLY WATERWORKS, LTD.	B419470	8/29/2013	001	1,825.02	N	1,825.02	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-291-932.000	795.18	PUMPER NOZZE 3-3/4" W/SET					
		592-291-932.000	481.92	12MJ S/P SLEEVE					
		592-291-932.000	547.92	12 EBAA MAEGALUG W/ACC					
150050	9/18/2013	O K FIRE EQUIPMENT CO	3414	9/05/2013	001	30.00	N	30.00	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-336-776.000	30.00	RECHARGE EXTINGUISHERS					
150250	9/18/2013	ODEN TRAINING	313090-159	9/03/2013	001	600.00	N	600.00	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-172-727.000	600.00	WATER DISTRIBUTION O&M					
150600	9/18/2013	OFFICE DEPOT	667351668001	7/19/2013	001	37.94	N	37.94	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-215-727.000	14.95	REDI-TAG INDEX TABS					
		101-215-727.000	22.99	TAPE REFILLS 10 ROLLS					
150600	9/18/2013	OFFICE DEPOT	672250202001	8/26/2013	001	113.50	N	113.50	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-172-727.000	113.50	OFFICE SUPPLIES					

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150600	9/18/2013	OFFICE DEPOT	673203429001	8/30/2013	001	213.26	N	213.26	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-172-727.000	213.26	WHITE BOARD					
160512	9/18/2013	PELTZ SODDING	90715	9/01/2013	001	205.80	N	205.80	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-291-935.000	156.40	SOD 8/2/2013					
		592-291-935.000	20.00	PALLETS W/DEPOSIT					
		592-291-935.000	29.40	SOD 8/29/2013					
161247	9/18/2013	KIWANIS CLUB OF COLONIAL PLYMOUTH	SEP 2013	8/30/2013	001	170.00	N	170.00	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-371-958.000	170.00	KIWANIS SEPT 2013					
161272	9/18/2013	PLYMOUTH RUBBER & TRANSMISSION	154982	8/28/2013	001	5.94	N	5.94	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-291-851.000	5.94	3" WASHERS					
161310	9/18/2013	PLYMOUTH-CANTON COMMUNITY SCHOOLS	JULY 2013	8/20/2013	001	7,061.44	N	7,061.44	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-305-863.000	7,014.89	JULY13 FUEL FOR PATROL VEH					
		101-325-963.000	46.55	JULY13 FUEL FOR PSA VEH					
161310	9/18/2013	PLYMOUTH-CANTON COMMUNITY SCHOOLS	JULY 2013	8/20/2013	001	949.18	N	949.18	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-371-863.000	949.18	JULY 2013 FUEL					
161835	9/18/2013	PRINTING SYSTEMS INC	81629	8/21/2013	001	131.37	N	131.37	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-215-727.000	112.50	QVF MASTER CARDS 4500					
		101-215-727.000	18.87	FREIGHT					
161838	9/18/2013	PROCESS CONTROL SERVICES (PCS)	13KAF09092	9/10/2013	001	1,011.00	N	1,011.00	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-291-851.000	1,011.00	FIELD TECH 1 DAY					
161930	9/18/2013	AIRGAS USA, LLC	9018638338	8/12/2013	001	51.41	N	51.41	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-336-836.000	51.41	CARBON DIOXIDE					
180191	9/18/2013	RDC ELECTRIC LLC	297	8/22/2013	001	75.00	N	75.00	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-336-776.000	75.00	LIGHTENING & POLE STA #1					

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180191	9/18/2013	RDC ELECTRIC LLC	298	8/22/2013	001	255.00	N	255.00	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-265-776.000	255.00	FRIENDSHIP SITE LIGHT SERVICE					
180191	9/18/2013	RDC ELECTRIC LLC	303	8/29/2013	001	141.00	N	141.00	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-265-776.000	141.00	PARKING LOT LIGHTS					
192113	9/18/2013	SUPERIOR MEDICAL WASTE	9513	9/05/2013	001	70.00	N	70.00	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-336-836.000	70.00	MEDICAL WASTE PICKUP					
192113	9/18/2013	SUPERIOR MEDICAL WASTE	9313	9/03/2013	001	60.00	N	60.00	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-336-836.000	60.00	MEDICAL WASTE PICKUP					
201573	9/18/2013	TOUCH OF CLASS CLEANERS	MAR-SEP 2013	9/03/2013	001	417.45	N	417.45	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-336-758.000	417.45	UNIFORM CLEANING					
227000	9/18/2013	W.J.O'NEIL COMPANY	64347	9/09/2013	001	383.53	N	383.53	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-265-776.000	383.53	SUPPLY FAN REPAIRS					
230400	9/18/2013	WEINGARTZ	2609468-00	9/09/2013	001	798.86	N	798.86	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-172-776.000	549.95	CHAIN SAW					
		592-172-776.000	57.98	18" CHAIN					
		592-172-776.000	73.98	24" CHAIN					
		592-172-776.000	67.99	25" CUTTING BAR					
		592-172-776.000	49.95	SAW CASE					
		592-172-776.000	139.98	HELMET					
		592-172-776.000	140.97	ORDER DISCOUNT (GOV.)					
11255	9/18/2013	ALLIE BROTHERS UNIFORMS	45917	9/04/2013	001	103.98	N	103.98	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-305-758.000	103.98	UNIFORM EQUIP/BROTHERS					
11255	9/18/2013	ALLIE BROTHERS UNIFORMS	45963	9/06/2013	001	68.45	N	68.45	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-325-758.000	68.45	UNIFORM EQUIP/K. CLARK					
20025	9/18/2013	B & F AUTO SUPPLY INC	385860	6/14/2013	001	16.65	N	16.65	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					

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			101-305-863.000	16.65	MISC AUTO SUPPLIES				
30290	9/18/2013	CDW GOVERNMENT INC	FQ32649	9/09/2013 001		4,068.65	N	4,068.65	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-201-978.000	4,068.65	HP 3 TB SAS 7.2K 3.5 DISK					
30290	9/18/2013	CDW GOVERNMENT INC	FP00302	9/04/2013 001		813.73	N	813.73	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-201-978.000	813.73	HP 3 TB SAS 7.2K 3.5 DISK					
32505	9/18/2013	CYNERGY PRODUCTS	15618	9/09/2013 001		654.82	N	654.82	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-305-863.000	654.82	REMOVAL OF EMERGENCY					
60400	9/18/2013	FEDEX	2-396-94202	9/11/2013 001		130.88	N	130.88	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-305-727.000	130.88	PCK SHIPPED/NIGHTOPS					
60871	9/18/2013	FIRING LINE	SEP 2013	9/11/2013 001		2,250.00	N	2,250.00	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-305-960.000	1,600.00	1,000 RDS .223 BALL AMMO					
		101-305-960.000	650.00	1,000 RDS .40 SW BALL					
80750	9/18/2013	HINES PARK LINCOLN MERCURY	C51588	7/20/2013 001		25.65	N	25.65	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-305-863.000	25.65	OIL CHG/155932					
91440	9/18/2013	RICOH USA, INC.	5027534759	9/09/2013 001		253.00	N	253.00	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-305-851.000	253.00	6/9/13-9/8/13 MAINT AGREEMENT/CANON					
130120	9/18/2013	MAIN STREET AUTO WASH	668289	8/23/2013 001		555.00	N	555.00	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-305-863.000	145.00	JUNE13 CAR WASHES					
		101-305-863.000	225.00	JULY13 CAR WASHES					
		101-305-863.000	185.00	AUGUST13 CAR WASHES					
150601	9/18/2013	OFFICEMAX INCORPORATED	019304	9/11/2013 001		179.53	N	179.53	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-325-727.000	179.53	MISC. OFFICE SUPPLIES					
141398	9/18/2013	NORTHVILLE CAR WASH, INC.	AUG 2013	9/01/2013 001		24.00	N	24.00	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-305-863.000	24.00	AUGUST13 CAR WASHES					

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158000	9/18/2013	P.A.A.M. -PROSECUTING ATTORNY ASSOC FY 2013		7/18/2013	001	100.00	N	100.00	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-305-960.000	100.00	2013 PACC WARRANT MANUAL					
190940	9/18/2013	SIRCHIE FINGER PRINT LAB	0135648-IN	9/09/2013	001	1,497.45	N	1,497.45	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		265-300-978.000	1,139.25	SEARCH TACTICAL					
		265-300-978.000	310.00	TRANSPARENT WRITE-ON TAB					
		265-300-978.000	48.20	+ SHIPPING					
192119	9/18/2013	SURE-FIT LAUNDRY CO.	309789	9/12/2013	001	18.00	N	18.00	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-325-851.000	18.00	PRISONER BLANKET CLEANING					
230120	9/18/2013	WAYNE COUNTY	271587	8/20/2013	001	210.00	N	210.00	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-305-832.000	210.00	JULY13 PRISONER HOUSING					
230540	9/18/2013	WEST PAYMENT CENTER	827324168	6/01/2013	001	170.08	N	170.08	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-305-960.000	170.08	CLEAR PLUS WEB ANALYTICS					
230540	9/18/2013	WEST PAYMENT CENTER	827514051	7/01/2013	001	170.08	N	170.08	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-305-960.000	170.08	CLEAR PLUS WEB ANALYTICS					
230540	9/18/2013	WEST PAYMENT CENTER	827706524	8/01/2013	001	170.08	N	170.08	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-305-960.000	170.08	CLEAR PLUS WEB ANALYTICS					
230540	9/18/2013	WEST PAYMENT CENTER	827908573	9/01/2013	001	170.08	N	170.08	9/25/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-305-960.000	170.08	CLEAR PLUS WEB ANALYTICS					

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12050	9/17/2013	ADP INC	425380218	9/06/2013	001	637.94	N	637.94	9/17/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-290-941.000	637.94	PAYROLL PROCESS SEP13					
30865	9/17/2013	CINTAS CORPORATION - 300	300604126	9/10/2013	001	38.85	N	38.85	9/17/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-305-776.000	38.85	MATS SEP13					
31421	9/17/2013	COMCAST	0952053400401-4	8/31/2013	001	114.85	N	114.85	9/17/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-290-941.000	114.85	INTERNET SEP13					
31460	9/17/2013	CONSUMERS ENERGY	AUG 2013	9/10/2013	001	1,852.99	N	1,852.99	9/17/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-171-921.000	153.72	AUG13 NATURAL GAS					
		101-201-921.000	82.25	AUG13 NATURAL GAS					
		101-209-921.000	44.00	AUG13 NATURAL GAS					
		101-215-921.000	133.59	AUG13 NATURAL GAS					
		101-253-921.000	55.79	AUG13 NATURAL GAS					
		101-265-854.000	13.86	AUG13 NATURAL GAS					
		101-265-776.000		NATURAL GAS					
		101-305-921.000	441.46	AUG13 NATURAL GAS					
		101-315-951.000		NATURAL GAS					
		101-325-921.000	183.77	AUG13 NATURAL GAS					
		101-336-921.000	205.60	AUG13 NATURAL GAS					
		101-371-921.000	96.78	AUG13 NATURAL GAS					
		101-400-921.000	54.21	AUG13 NATURAL GAS					
		101-691-921.000	32.92	AUG13 NATURAL GAS					
		592-172-921.000	162.92	AUG13 NATURAL GAS					
		592-444-745.000	24.04	AUG13 NATURAL GAS					
		101-265-921.000	1,497.95	AUG13 NATURAL GAS					
		592-172-921.000	162.92	AUG13 NATURAL GAS					
		592-444-745.000	24.04	AUG13 NATURAL GAS					
		101-265-921.000	1,497.94	AUG13 NATURAL GAS					
		510-510-737.000	168.09	AUG13 NATURAL GAS					
		592-172-921.000	162.92	AUG13 NATURAL GAS					
		592-444-745.000	24.04	AUG13 NATURAL GAS					
38350	9/17/2013	D & G NATURE'S WAY LAWN CARE INC	222365	9/07/2013	001	48.10	N	48.10	9/17/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-265-815.000	48.10	FALL FERT-FRIEND #222365					
38350	9/17/2013	D & G NATURE'S WAY LAWN CARE INC	222331	9/09/2013	001	325.00	N	325.00	9/17/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-691-931.000	325.00	MILLER PARK-FALL13 FERT					
81675	9/17/2013	HUBBELL, ROTH, & CLARK, INC.	0124695	9/09/2013	001	2,904.61	N	2,904.61	9/17/2013
		ACCOUNT	AMOUNT	DESCRIPTION					

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			246-246-970.150	2,904.61	TWP PARK-PARKING LOT				
81675	9/17/2013	HUBBELL, ROTH, & CLARK, INC.	0124694	9/09/2013	001	1,286.73	N	1,286.73	9/17/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		246-246-970.150	1,286.73	TWP PARK - PAVILION DESIGN					
120166	9/17/2013	LATAWIEC, KELLY	SEP 2013	9/03/2013	001	12.70	N	12.70	9/17/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-172-727.000	12.70	SPRAY GLUE					
150200	9/17/2013	OBSERVER & ECCENTRIC NEWSPAPERS	152748	9/08/2013	001	76.03	N	76.03	9/17/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-215-813.000	76.03	BOT 2013 MTG DATE NOTICE					
150200	9/17/2013	OBSERVER & ECCENTRIC NEWSPAPERS	153916	9/05/2013	001	43.44	N	43.44	9/17/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-215-813.000	43.44	FIRE HYD.WINTERIZATION					
191687	9/17/2013	SPENCER OIL COMPANY	429736	9/04/2013	001	500.25	N	500.25	9/17/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		510-510-737.000	500.25	DIESEL-145.9 GALS					
191687	9/17/2013	SPENCER OIL COMPANY	429735	9/04/2013	001	1,518.56	N	1,518.56	9/17/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		510-510-737.000	1,518.56	GAS - 473.3 GALS					
230120	9/17/2013	WAYNE COUNTY	1006760	9/06/2013	001	131.11	N	131.11	9/17/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-446-920.000		TRAF SIG MAINT					
		101-446-920.000	131.11	TRAFFIC SIG ENG 7/13					
230120	9/17/2013	WAYNE COUNTY	1006718	9/05/2013	001	131.11	N	131.11	9/17/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-446-920.000		TRAF SIG MAINT					
		101-446-920.000	131.11	TRAFFIC SIG ENG 6/13					
21356	9/17/2013	BLUE CARE NETWORK OF MICHIGAN	132490027191	9/06/2013	001	70,290.02	N	70,290.02	9/17/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-305-714.000	1,190.22	ALBRECHT, S OCT					
		101-305-714.000	1,190.22	ANDERSON, E OCT					
		101-305-714.000	1,190.22	ANTAL, R OCT					
		101-325-714.000	461.32	BEREZAK, J OCT					
		101-325-714.000	461.32	BRANDT, S OCT					
		592-172-716.000	1,190.22	BRUCE, M OCT					
		101-305-714.000	1,190.22	CHESTON, S OCT					

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101-305-714.000		1,102.58	CIOMA, B	OCT				
101-305-714.000		1,190.22	COFFELL, S	OCT				
101-336-714.000		1,190.22	CONELY, P	OCT				
101-336-714.000		1,190.22	CONROY, W	OCT				
101-215-714.000		1,190.22	CONZELMAN, N	OCT				
101-325-714.000		1,102.58	CROWE, R	OCT				
101-305-714.000		1,190.22	DRAKE, J	OCT				
101-325-714.000		1,190.22	FELL, C	OCT				
592-172-716.000		1,190.22	FELLRATH, P	OCT				
101-305-714.000		1,190.22	FETNER, W	OCT				
101-336-714.000		1,190.22	FOX, D	OCT				
101-305-714.000		461.32	FRITZ, M	OCT				
101-305-714.000		1,762.23	GAUTHIER, E	RETIRED OCT				
101-336-714.000		1,762.23	HAAR, J	RETIRED OCT				
101-336-714.000		1,762.23	HAHN, D	RETIRED OCT				
101-336-714.000		1,190.22	HARNED, T	OCT				
101-336-714.000		461.32	HARRELL, J	OCT				
101-305-714.000		1,102.58	HAYES, J	OCT				
101-305-714.000		1,190.22	HOFFMAN, M	OCT				
101-325-714.000		1,102.58	INNES, D	OCT				
101-201-714.000		1,190.22	JANKS, R	OCT				
101-305-714.000		983.68	JARVIS, J	RETIRED OCT				
101-336-714.000		1,762.23	JURY, J	RETIRED OCT				
101-305-714.000		1,102.58	KING, C	OCT				
101-336-714.000		1,632.44	KING, M	RETIRED OCT				
101-305-714.000		1,190.22	KREBS, R	OCT				
101-305-714.000		1,102.58	LAURIA, K	OCT				
101-305-714.000		1,762.23	LEGO, M	RETIRED OCT				
101-371-714.000		1,190.22	LEWIS, M	OCT				
101-305-714.000		461.32	LINTON, M	OCT				
101-305-714.000		1,190.22	LINTON, S	OCT				
101-336-714.000		1,762.23	MAYCOCK, R	RETIRED OCT				
101-336-714.000		683.03	MCDURMON, D	RETIRED OCT				
101-305-714.000		1,102.58	MCPARLAND, J	OCT				
101-336-714.000		3.88	MI CLAIM TAX ASSES	ADJ OCT				
101-305-714.000		589.43	MI CLAIM TAX ASSESSMENT	OCT				
101-336-714.000		683.03	MILLER, C	RETIRED OCT				
101-336-714.000		1,190.22	PHILLIPS, D	OCT				
101-400-714.000		461.32	RADTKE, J	OCT				
101-336-714.000		1,762.23	RAINEY, P	RETIRED OCT				
101-305-714.000		1,762.23	RAPSON, S	RETIRED OCT				
101-171-714.000		1,190.22	REAUME, R	OCT				
101-305-714.000		461.32	RIPP, J	OCT				
101-336-714.000		1,632.44	RUSSO, C	RETIRED OCT				
101-305-714.000		1,190.22	SCHAEFER, B	OCT				
101-305-714.000		1,190.22	SEIPENKO, T	OCT				
101-325-714.000		1,190.22	SMITH, S	OCT				
101-336-714.000		1,190.22	TEFEND, R	OCT				
101-305-714.000		461.32	TIDERINGTON, S	OCT				
101-325-714.000		1,102.58	TURLEY, M	OCT				
101-336-714.000		1,632.44	VALENSKY, J	RETIRED OCT				
101-336-714.000		1,174.87	VANVLECK, C	RETIRED OCT				
101-171-714.000		1,102.58	WALLACE, A	OCT				
101-336-714.000		1,102.58	WENDEL, M	OCT				

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			101-336-714.000	1,762.23	WESTFALL, G	RETIRE OCT			
			101-305-714.000	683.03	WOOD, K	RETIRE OCT			
21356	9/17/2013	BLUE CARE NETWORK OF MICHIGAN	132490008528	9/06/2013	001	24,298.14	N	24,298.14	9/17/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-172-716.000	813.28	ANULEWICZ, J RETIRE OCT					
		101-305-714.000	813.28	BERRY, C RETIRE OCT					
		101-215-714.000	558.73	BERRY, R OCT					
		101-290-714.000	813.28	BROOKS, M RETIRE OCT					
		592-172-716.000	827.24	FIDH, R RETIRE OCT					
		101-305-714.000	1,441.51	GORDON, C OCT					
		101-336-714.000	1,233.88	GROTH, L RETIRE OCT					
		101-265-714.000	1,335.36	HAACK, D OCT					
		592-172-716.000	827.24	HOLLIS, T RETIRE OCT					
		101-290-714.000	406.64	HOOD, N RETIRE OCT					
		101-325-714.000	558.73	HUNT, N OCT					
		101-336-714.000	1,335.36	JOWSEY, N OCT					
		101-371-714.000	406.64	KLOC, T RETIRE OCT					
		592-172-716.000	1,335.36	LATAWIEC, K OCT					
		101-215-714.000	558.73	LECLAIR, D OCT					
		101-290-714.000	406.64	MASSENGILL, M RETIRE OCT					
		101-371-714.000	813.28	MCILHARGEY, C RETIRE OCT					
		101-290-714.000		MI CLAIM TAX ASSE RETRO OCT					
		101-290-714.000	202.42	MI CLAIM TAX ASSESSMENT OCT					
		101-290-714.000	813.28	NALEPKA, M RETIRE OCT					
		101-371-714.000	1,335.36	PALMARCHUK, C OCT					
		101-305-714.000	558.73	PAWLOWSKI, D OCT					
		101-209-714.000	1,335.36	PYKKONEN, C OCT					
		101-290-714.000	1,233.88	RICHARDSON, M RETIRE OCT					
		101-325-714.000	813.28	ROCKWELL, R RETIRE OCT					
		592-172-716.000	813.28	RORABACHER, R RETIRE OCT					
		592-172-716.000	558.73	SMITH, C OCT					
		592-172-716.000	1,335.36	SNELL, D OCT					
		101-290-714.000	813.28	WHITMORE, I RETIRE OCT					
21360	9/17/2013	BLUE CROSS/BLUE SHIELD OF MICHIGAN	007011523710	9/10/2013	001	15,120.72	N	15,120.72	9/17/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-172-716.000	1,897.32	ANDERSON, C OCT					
		101-290-714.000	790.56	BARNEY, S OCT					
		101-336-714.000	1,727.64	BELSKY, D OCT					
		101-336-714.000	1,897.32	ELDRIDGE, D OCT					
		101-290-714.000	863.82	HAGOPIAN, G OCT					
		101-336-714.000	1,727.64	HONKE, F OCT					
		101-336-714.000	1,727.64	KNUPP, F OCT					
		101-336-714.000	863.82	MAAS, C OCT					
		101-336-714.000		MI CLAIM TAX ASSESSMENT OCT					
		101-336-714.000	1,727.64	MOTHERSBAUGH, F OCT					
		101-336-714.000	1,897.32	WARREN, W OCT					
22257	9/17/2013	OCCUPATIONAL HEALTH CENTERS OF MI	709079603	9/10/2013	001	40.00	N	40.00	9/17/2013
		ACCOUNT	AMOUNT	DESCRIPTION					

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		101-691-727.000	40.00	PREPLACE PHY-DRUG ONLY				
61900 9/17/2013	FUSE IT PIPING	432	8/26/2013 001		170.00	N	170.00	9/17/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-691-931.000	145.00	COMM TRANSP FEE/SERV HR					
	101-691-931.000	25.00	IRRITROL VALVE SOLENOID					
130065 9/17/2013	M H R BILLING SERVICES	1952	8/31/2013 001		486.00	N	486.00	9/17/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-336-727.000	486.00	BILLING FEES SEP13					
130137 9/17/2013	N.A.MANS & SONS , INC.	MAR 2013	3/06/2013 001		4,650.00	N	4,650.00	9/17/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	592-100-180.000	4,650.00	5 MI TANK CARPENTRY					
130959 9/17/2013	MICHIGAN MUNICIPAL RISK MGMT	R0001041	6/17/2013 001		25,000.00	A	25,000.00	9/17/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-954-912.000	25,000.00	RETENTION FUND-1ST INSTAL					
130959 9/17/2013	MICHIGAN MUNICIPAL RISK MGMT	M0001041	6/17/2013 001		126,574.50	B	126,574.50	9/17/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-954-912.000	126,574.50	GENERAL FUND-1ST INSTALL					
230120 9/17/2013	WAYNE COUNTY	WAYNE #46936	9/16/2013 001		35,075.00	Y	35,075.00	9/17/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	805-805-970.005	35,075.00	SHELDON RD SIDEWALK					
230125 9/17/2013	WCA ASSESSING	AUG 2013	9/11/2013 001		5,600.00	N	5,600.00	9/17/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-209-818.000		FULL TRIB LIMITED VAL AUG					
	101-209-818.000		FULL TRIBUNALS AUG					
	101-209-818.000	5,600.00	PARALEGAL AUG13					
	101-209-818.000		SMALL CLAIMS AUG					
130926 9/17/2013	MICHIGAN CONFERENCE OF TEAMSTERS	AUG 2013	7/23/2013 001		9,277.50	N	9,277.50	9/17/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	592-172-716.000	1,546.25	BARTLETT, J AUG					
	592-172-716.000	1,546.25	COURTER, R AUG					
	592-172-716.000		FEE AUG					
	592-172-716.000	1,546.25	KRUEGER, R AUG					
	592-172-716.000	1,546.25	MELOW, S AUG					
	592-172-716.000	1,546.25	OVERAITIS, J AUG					
	592-172-716.000	1,546.25	THOMAS, J AUG					
191607 9/17/2013	SPALDING DEDECKER ASSOCIATES, INC. FY 2011-2013		9/16/2013 001		4,111.50	A	4,111.50	9/17/2013
	ACCOUNT	AMOUNT	DESCRIPTION					

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			592-172-818.000	611.00	2009 SAN SEWER				
			592-172-818.000	141.00	SEWER DEFECT				
			592-172-818.000	496.00	2009 SAN SEWER				
			592-172-818.000	412.50	2009 SAN SEWER				
			592-172-818.000	262.50	2009 SAN SEWER				
			592-172-818.000	176.00	WS ISSUUE				
			592-172-818.000	150.00	WTUA ISSUE				
			592-172-818.000	150.00	WTUA ISSUE				
			592-172-818.000	1,378.00	CAPITAL CONT STUDY				
			592-172-818.000	146.50	AT & T				
			701-100-082.000	188.00	KROGER				
191607	9/17/2013	SPALDING DEDECKER ASSOCIATES, INC. FY 2012-2013	ACCOUNT AMOUNT	9/13/2013 001		6,777.00	B	6,777.00	9/17/2013
			101-290-818.000	175.00	DESCRIPTION				
			101-400-818.000	1,250.00	2012 STUDY				
			101-400-818.000	1,450.00	GATEWAYS OF PLY SPR				
			101-400-818.000	1,300.00	BLACKWELL FORD				
			101-400-818.000	1,190.00	RAVINES SPR				
			101-400-818.000	700.00	MI LIFE SCIENCE				
			701-100-014.000	47.00	STARDOCK				
			701-100-014.000	23.50	KROGER				
			701-100-014.000	265.50	KROGER				
			701-100-014.000	94.00	PLYMOUTH ESTATES				
			592-172-818.000	282.00	POWELL SANITARY				
					UTILITY REVIEW				
191607	9/17/2013	SPALDING DEDECKER ASSOCIATES, INC. FY 2013	ACCOUNT AMOUNT	9/13/2013 001		5,314.80	C	5,314.80	9/17/2013
			701-100-014.000	47.00	DESCRIPTION				
			701-100-014.000	188.00	KROGER				
			701-100-014.000	968.00	NAT HERITAGE				
			701-100-014.000	860.50	PLYMOUTH ESTATES				
			701-100-014.000	593.50	FIFTH THIRD				
			101-290-818.000	279.00	POWELL SEWER				
			592-172-818.000	253.00	CONTRIBUTED CAPITAL				
			101-400-818.000	1,000.00	SAN SEWER				
			101-400-818.000	723.80	RETAINER MAY AND JUNE				
			592-172-818.000	26.00	BLACKWELL FORD				
			592-172-818.000	235.00	ATT				
			701-100-014.000	141.00	ATT				
					BECK VENTURES				
191607	9/17/2013	SPALDING DEDECKER ASSOCIATES, INC. FY 2013	ACCOUNT AMOUNT	8/12/2013 001		12,574.00	D	12,574.00	9/17/2013
			101-400-818.000	90.00	DESCRIPTION				
			101-400-818.000	500.00	MEETING				
			101-400-818.000	1,100.00	RETAINER				
			101-400-818.000	975.00	DADCO SITE PLAN				
			101-400-818.000	410.00	EMER VET				
			101-400-818.000	1,000.00	LAND COM				
			101-400-818.000	700.00	HELLA SITE PLAN				
			701-100-014.000	214.00	LINK ENG				
					PLY ESTATES				

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			701-100-014.000	532.50	5/3 BANK				
			701-100-014.000	141.00	NAPIER POWELL				
			701-100-014.000	6,300.50	BLACKWELL				
			701-100-014.000	376.00	DADCO				
			101-400-818.000	235.00	EASEMENT BECK VEN				
191607	9/17/2013	SPALDING DEDECKER ASSOCIATES, INC. FY 2013		9/16/2013 001		5,135.00	E	5,135.00	9/17/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
			101-400-818.000	500.00	RETAINER AUGUST				
			701-100-014.000	573.00	DADCO				
			701-100-014.000	1,155.50	MI LIFE SCIENCE				
			701-100-014.000	1,269.50	BLACKWELL				
			701-100-014.000	525.50	NAPIER POWELL				
			701-100-014.000	496.50	5/3				
			701-100-014.000	615.00	LINK				
191607	9/17/2013	SPALDING DEDECKER ASSOCIATES, INC. FY 2012-2013		8/12/2013 001		1,978.00	F	1,978.00	9/17/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
			701-100-014.000	300.00	ST KENNETH				
			701-100-014.000	300.00	KROGER				
			701-100-014.000	188.00	KROGER				
			101-400-818.000	1,190.00	BECK PUD				

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31453	9/16/2013	CONROY, WILLIAM	SEP 2013 ACCOUNT 101-336-960.000	AMOUNT 47.69	9/16/2013 001	47.69	N	47.69	9/16/2013
				DESCRIPTION REIMBURSEMENT FOR SEMINAR					
81675	9/16/2013	HUBBELL, ROTH, & CLARK, INC.	0122265 ACCOUNT 246-246-970.150	AMOUNT 5,848.58	4/10/2013 001	5,848.58	N	5,848.58	9/16/2013
				DESCRIPTION TWP PARK PARKING LOT					
81675	9/16/2013	HUBBELL, ROTH, & CLARK, INC.	0122660 ACCOUNT 246-246-970.150	AMOUNT 7,409.88	5/09/2013 001	7,409.88	N	7,409.88	9/16/2013
				DESCRIPTION TWP PARK PAVILION - FINAL					
81675	9/16/2013	HUBBELL, ROTH, & CLARK, INC.	0123100 ACCOUNT 246-246-970.150	AMOUNT 3,041.75	6/07/2013 001	3,041.75	N	3,041.75	9/16/2013
				DESCRIPTION TWP PARK PAVILION-FINAL					
81675	9/16/2013	HUBBELL, ROTH, & CLARK, INC.	0122661 ACCOUNT 246-246-970.150	AMOUNT 8,878.12	5/09/2013 001	8,878.12	N	8,878.12	9/16/2013
				DESCRIPTION TWP PARK PARKING LOT					
81675	9/16/2013	HUBBELL, ROTH, & CLARK, INC.	0123101 ACCOUNT 246-246-970.150	AMOUNT 9,037.62	6/07/2013 001	9,037.62	N	9,037.62	9/16/2013
				DESCRIPTION TWP PARK PARKING LOT					
130961	9/16/2013	M M L WORKERS' COMPENSATION FUND	8833201 ACCOUNT	AMOUNT	8/06/2013 001	19,563.00	N	19,563.00	9/16/2013
			101-101-720.000	12.00	DESCRIPTION WORKERS COMP SEP				
			101-171-720.000	95.00	WORKERS COMP SEP				
			101-201-720.000	68.50	WORKERS COMP SEP				
			101-209-720.000	21.50	WORKERS COMP SEP				
			101-215-720.000	160.00	WORKERS COMP SEP				
			101-220-720.000	2.00	WORKERS COMP SEP				
			101-247-720.000	7.00	WORKERS COMP SEP				
			101-253-720.000	86.00	WORKERS COMP SEP				
			101-265-720.000	187.00	WORKERS COMP SEP				
			101-290-720.000	1.25	WORKERS COMP SEP				
			101-305-720.000	7,629.50	WORKERS COMP SEP				
			101-325-720.000	294.55	WORKERS COMP SEP				
			101-336-720.000	8,316.50	WORKERS COMP SEP				
			101-371-720.000	218.00	WORKERS COMP SEP				
			101-400-720.000	21.50	WORKERS COMP SEP				
			101-691-720.000	428.50	WORKERS COMP SEP				
			101-801-720.000	8.00	WORKERS COMP SEP				
			101-815-720.000	2.50	WORKERS COMP SEP				
			226-226-720.000	65.70	WORKERS COMP SEP				
			592-172-720.000	1,938.00	WORKERS COMP SEP				

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130982	9/16/2013	MICHIGAN, STATE OF	AUG 2013	9/13/2013	001	156,342.90	N	156,342.90	9/16/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		703-100-225.010	156,342.90	DIST 8/16/2013 TO 8/31/2013					
161850	9/16/2013	PROGRESSIVE PRINTING	40056	6/25/2013	001	11,176.00	N	11,176.00	9/16/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-101-885.000	7,683.50	JULY 2013 NEWSLETTER					
		592-172-727.000	3,492.50	JULY 2013 NEWSLTR-WATER					
161850	9/16/2013	PROGRESSIVE PRINTING	39709	4/30/2013	001	856.00	N	856.00	9/16/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		226-226-727.000	856.00	HHW MAILER 17.500					
161850	9/16/2013	PROGRESSIVE PRINTING	40241	6/28/2013	001	3,489.00	N	3,489.00	9/16/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-253-831.000	1,508.00	TAX BILLS					
		101-253-831.000	1,469.00	ENVELOPES 26000					
		101-253-831.000	512.00	ENVELOPES 9 17000					

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200820	9/16/2013	20TH DISTRICT COURT	SEP 2013	9/13/2013	007	250.00	A	250.00	9/16/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		702-100-087.000	250.00	PB 62663 9/4/2013					
200820	9/16/2013	20TH DISTRICT COURT	SEP 2013	9/13/2013	007	500.00	B	500.00	9/16/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		702-100-087.000	500.00	PB 62669 9/9/2013					
200850	9/16/2013	35TH DISTRICT COURT	SEP 2013	9/13/2013	007	300.00	A	300.00	9/16/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		702-100-087.000	300.00	PB 62662 9/4/2013					
200850	9/16/2013	35TH DISTRICT COURT	SEP 2013	9/13/2013	007	600.00	B	600.00	9/16/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		702-100-087.000	300.00	PB 61664 9/5/2013					
		702-100-087.000	300.00	PB 61666 9/5/2013					
200850	9/16/2013	35TH DISTRICT COURT	SEP 2013	9/13/2013	007	960.00	C	960.00	9/16/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		702-100-087.000	160.00	PB 62667 9/9/2013					
		702-100-087.000	300.00	PB 62668 9/9/2013					
		702-100-087.000	500.00	PB 62670 9/9/2013					
200850	9/16/2013	35TH DISTRICT COURT	SEP 2013	9/13/2013	007	275.00	D	275.00	9/16/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		702-100-087.000	100.00	PB 62671 9/10/2013					
		702-100-087.000	175.00	PB 62672 9/10/2013					
200850	9/16/2013	35TH DISTRICT COURT	SEP 2013	9/13/2013	007	575.00	E	575.00	9/16/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		702-100-087.000	150.00	PB 62673 9/12/2013					
		702-100-087.000	300.00	PB 62674 9/12/2013					
		702-100-087.000	125.00	PB 62675 9/12/2013					
200852	9/16/2013	53RD DISTRICT COURT	SEP 2013	9/13/2013	007	500.00	N	500.00	9/16/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		702-100-087.000	500.00	PB 62665 9/5/2013					
200850	9/16/2013	35TH DISTRICT COURT	SEP 2013	9/13/2013	007	300.00	F	300.00	9/16/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		702-100-087.000	300.00	PB 62001 9/16/2013					
200850	9/16/2013	35TH DISTRICT COURT	SEP 2013	9/13/2013	007	542.00	G	542.00	9/16/2013
		ACCOUNT	AMOUNT	DESCRIPTION					

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VENDOR ENTRY NO. DATE	NAME	INVOICE NUMBER	INVOICE DATE	BANK CODE	GROSS AMOUNT	SEP. CHECK	NET AMOUNT	DUE DATE/ CHK. DATE

	702-100-087.000	542.00	PB 2438 9/13/2013					

*** GRAND TOTALS ***

10 INVOICES

4,802.00

4,802.00

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VENDOR NO.	ENTRY DATE	NAME	INVOICE NUMBER	INVOICE DATE	BANK CODE	GROSS AMOUNT	SEP. CHECK	NET AMOUNT	DUE DATE/CHK. DATE
10580	9/13/2013	ADVANCED DISPOSAL SERVICES	VC0000015231	8/11/2013 001		40.34	N	40.34	9/13/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		226-226-810.000	40.34	8/11/13 DPW RESI COMPOST					
11450	9/13/2013	A T & T	7344540658AUG13	8/25/2013 001		56.77	N	56.77	9/13/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-336-921.000	56.77	TO 92413 AUG 13 FS#2 METER LINE					
11450	9/13/2013	A T & T	7344534461AUG13	8/25/2013 001		2,411.25	N	2,411.25	9/13/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-201-853.000	131.43	AUG13 TELEPHONE					
		101-209-853.000	81.90	AUG13 TELEPHONE					
		101-371-853.000	145.69	AUG13 TELEPHONE					
		101-336-853.000	493.61	AUG13 TELEPHONE					
		101-305-853.000	386.25	AUG13 TELEPHONE					
		101-171-853.000	175.35	AUG13 TELEPHONE					
		101-253-853.000	113.67	AUG13 TELEPHONE					
		101-215-853.000	155.82	AUG13 TELEPHONE					
		101-400-853.000	211.62	AUG13 TELEPHONE					
		101-325-853.000	189.11	AUG13 TELEPHONE					
		592-172-853.000	186.87	AUG13 TELEPHONE					
		592-291-805.000	62.29	AUG13 TELEPHONE					
		101-265-854.000	22.21	AUG13 TELEPHONE					
		101-691-853.000	55.43	AUG13 TELEPHONE					
		101-265-853.000	2,162.09	AUG13 TELEPHONE					
		592-172-853.000	249.16	AUG13 TELEPHONE					
		101-265-853.000	2,162.09-	AUG13 TELEPHONE					
		592-172-853.000	249.16-	AUG13 TELEPHONE					
11450	9/13/2013	A T & T	734R019777AUG13	9/01/2013 001		3,234.55	N	3,234.55	9/13/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-201-853.000	172.50	AUG13 TELEPHONE					
		101-209-853.000	107.48	AUG13 TELEPHONE					
		101-371-853.000	191.21	AUG13 TELEPHONE					
		101-336-853.000	647.82	AUG13 TELEPHONE					
		101-305-853.000	506.92	AUG13 TELEPHONE					
		101-171-853.000	230.13	AUG13 TELEPHONE					
		101-253-853.000	149.18	AUG13 TELEPHONE					
		101-215-853.000	274.49	AUG13 TELEPHONE					
		101-400-853.000	277.73	AUG13 TELEPHONE					
		101-325-853.000	248.19	AUG13 TELEPHONE					
		592-172-853.000	245.26	AUG13 TELEPHONE					
		592-291-805.000	81.76	AUG13 TELEPHONE					
		101-265-854.000	29.15	AUG13 TELEPHONE					
		101-691-853.000	72.73	AUG13 TELEPHONE					
		101-265-853.000	2,907.53	AUG13 TELEPHONE					
		592-172-853.000	327.02	AUG13 TELEPHONE					
		101-265-853.000	2,907.53-	AUG13 TELEPHONE					
		592-172-853.000	327.02-	AUG13 TELEPHONE					

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11450	9/13/2013	A T & T	734R010306AUG13	9/01/2013 001		189.63	N	189.63	9/13/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-325-853.000	189.63	TO 093013 AUG13 VIDEO ARRAIGNMENT					
30870	9/13/2013	CIRCLE HEATING AND COOLING	AUG2013	8/31/2013 001		3,699.50	N	3,699.50	9/13/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-371-818.000	3,699.00	AUG 2013 MECH INSP PAY					
		101-371-818.000	.50	AUG 2013 MECH INSP PAY					
31428	9/13/2013	COMCAST	26531139	9/01/2013 001		339.75	N	339.75	9/13/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-336-921.000	64.95	FS #2 SEP					
		101-336-921.000	64.95	FS #3 SEP					
		101-691-931.000	79.95	PARK SEP					
		101-691-931.000	64.95	SOCCER SEP					
		101-325-853.000	64.95	VIDEO ARRAIGN SEP					
40585	9/13/2013	DETROIT BOARD OF WATER COMMISSIONER	AUG130041091400	9/10/2013 001		32,370.16	N	32,370.16	9/13/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-441-743.000	32,370.16	AUG2013 IWC					
40587	9/13/2013	DETTLOFF, TAMARA	13132 REFUND	9/05/2013 001		40.00	N	40.00	9/13/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-290-477.000	40.00	PARK REFUND AP NO 13132					
41443	9/13/2013	DON'S SMALL ENGINE	14685	7/23/2013 001		205.48	N	205.48	9/13/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-691-931.000	24.16	POWERWASHER GOVERNOR					
		101-691-931.000	4.19	SPRING					
		101-691-931.000	4.69	SPRING L137.5MM					
		101-691-931.000	3.49	SLIDER, GOVERNOR					
		101-691-931.000	2.26	CLIP					
		101-691-931.000	4.69	OIL					
		101-691-931.000	157.50	LABOR					
		101-691-931.000	4.50	SHOP SUPPLIES					
41443	9/13/2013	DON'S SMALL ENGINE	15232	8/19/2013 001		122.00	N	122.00	9/13/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-691-931.000	66.00	SHARPEN 7 BLADES-LABOR					
		101-691-931.000	56.00	SHARPEN 11 BLADES-LABOR					
41443	9/13/2013	DON'S SMALL ENGINE	15252	8/20/2013 001		12.00	N	12.00	9/13/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-691-931.000	12.00	BLADE SHARP OFF UNIT					
41443	9/13/2013	DON'S SMALL ENGINE	15341	8/24/2013 001		47.98	N	47.98	9/13/2013
		ACCOUNT	AMOUNT	DESCRIPTION					

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			101-691-931.000	47.98	(2) MOWER BLADE #15341				
41443	9/13/2013	DON'S SMALL ENGINE	15356	8/26/2013 001		70.00	N	70.00	9/13/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-691-931.000	70.00	(7) BLADE SHARPENING-LABOR #15356					
80506	9/13/2013	HEILEMAN, JAMES	AUG2013	8/31/2013 001		3,453.75	N	3,453.75	9/13/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-371-818.000	3,453.75	AUG 2013 ELEC INSP PAY					
130142	9/13/2013	MAPLES ENVIRONMENTAL PEST CONTROL	09062013	9/06/2013 001		150.00	N	150.00	9/13/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-691-931.000	150.00	BEE SPRAY-BATHRM/PAVILION					
131019	9/13/2013	MICH, STATE OF, MDEQ	09052013	9/05/2013 001		70.00	N	70.00	9/13/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-172-963.000	70.00	WASTEWATER CERT-SCHOLTEN					
131019	9/13/2013	MICH, STATE OF, MDEQ	08282013	8/28/2013 001		140.00	N	140.00	9/13/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-172-963.000	70.00	WASTEWATER CERT-COURTERS1					
		592-172-963.000	70.00	WASTEWATER CERT-THOMAS S4					
131800	9/13/2013	MUNSON, STEVE	AUG2013	8/31/2013 001		875.00	N	875.00	9/13/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-371-818.000	875.00	AUG 2013 PLBG INSP PAY					
150200	9/13/2013	OBSERVER & ECCENTRIC NEWSPAPERS	151682	8/25/2013 001		499.58	N	499.58	9/13/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-215-813.000	499.58	WOODLORE SOUTH SAD NOTICE 8/25,29/2013					
150200	9/13/2013	OBSERVER & ECCENTRIC NEWSPAPERS	154141	9/01/2013 001		217.20	N	217.20	9/13/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-215-813.000	217.20	PLAN COMMISSION NOTICE 09/01/2013					
160168	9/13/2013	PARKWAY SERVICES INC.	A-80482	9/06/2013 001		170.00	N	170.00	9/13/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-691-931.000	170.00	TWO UNITS SEP13 TWSP PARK					
161298	9/13/2013	CHARTER TWSP OF PLYMOUTH	JULY2013	8/31/2013 001		8,666.87	N	8,666.87	9/13/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-171-921.000	266.95	JUL13 WATER					
		101-201-921.000	142.84	JUL13 WATER					
		101-209-921.000	76.41	JUL13 WATER					

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			101-215-921.000	231.99	JUL13	WATER			
			101-253-921.000	96.89	JUL13	WATER			
			101-265-854.000	74.65	JUL13	WATER			
			101-265-776.000			WATER			
			101-305-921.000	766.65	JUL13	WATER			
			101-315-951.000			WATER			
			101-325-921.000	319.14	JUL13	WATER			
			101-336-921.000	2,003.82	JUL13	WATER			
			101-371-921.000	168.06	JUL13	WATER			
			101-400-921.000	94.15	JUL13	WATER			
			101-691-921.000	2,933.13	JUL13	WATER			
			592-172-921.000	1,160.78	JUL13	WATER			
			592-444-745.000	74.65	JUL13	WATER			
			101-265-921.000	7,174.68-	JUL13	WATER			
			592-172-921.000	1,160.78-	JUL13	WATER			
			592-444-745.000	74.65-	JUL13	WATER			
			101-265-921.000	7,174.68	JUL13	WATER			
			592-172-921.000	1,160.78	JUL13	WATER			
			592-444-745.000	74.65	JUL13	WATER			
			510-510-737.000	256.76	JUL13	WATER			
			510-510-737.000	256.76-	JUL13	WATER			
			510-510-737.000	256.76	JUL13	WATER			
191790	9/13/2013	SPRINT	766307819-070	9/06/2013 001		43.24	N	43.24	9/13/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-443-937.000	43.24	AUG13 8/13/13-9/2/13 SCADA SYSTEM					
201585	9/13/2013	TOWN LOCKSMITH	0044552	6/25/2013 001		112.00	N	112.00	9/13/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-691-931.000	27.00	TWSP PARK ILCO CSX CYLINDER					
		101-691-931.000	85.00	SERVICE TRIP & LABOR					
220290	9/13/2013	VERIZON WIRELESS	9710741174	8/28/2013 001		227.75	N	227.75	9/13/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-172-853.000	207.92	AUG 13 CELL PHONE					
		101-201-853.000	.83	AUG 13 CELL PHONE					
		101-325-853.000	12.83	AUG 13 CELL PHONE					
		101-336-853.000	1.97	AUG 13 CELL PHONE					
		226-226-727.000	4.20	AUG 13 CELL PHONE					
220290	9/13/2013	VERIZON WIRELESS	9710631497	8/26/2013 001		1,739.17	N	1,739.17	9/13/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-253-853.000	149.23	AUG13 CELL PHONE					
		101-215-853.000	129.63	AUG13 CELL PHONE					
		101-305-853.000	440.06	AUG13 CELL PHONE					
		101-371-853.000	387.01	AUG13 CELL PHONE					
		101-201-853.000	64.60	AUG13 CELL PHONE					
		101-336-853.000	341.19	AUG13 CELL PHONE					
		101-691-853.000	49.61	AUG13 CELL PHONE					
		592-172-853.000	177.84	AUG13 CELL PHONE					

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230120	9/13/2013	WAYNE COUNTY	271699	8/23/2013	001	315.30	N	315.30	9/13/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-446-920.000	315.30	JUL2013 TRAF SIG MAINT 07/13					
230125	9/13/2013	WCA ASSESSING	AUG2013	9/05/2013	001	5,894.25	N	5,894.25	9/13/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-209-826.000	5,894.25	AUG 2013 LEGAL SERVICES					

*** GRAND TOTALS ***

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65,413.52

65,413.52