

**MINUTES OF BOARD OF TRUSTEES, JACKSON TOWNSHIP, FRANKLIN COUNTY**

**August 14, 2012**

**OPENING**

The Board of Trustees of Jackson Township, Franklin County, Ohio, met in regular session on Tuesday, August 14, 2012, at the Jackson Township Administration Building, 3756 Hoover Road, Grove City, Ohio. Chairman David Burris opened the meeting at 1:30 p.m. and invited those present to recite the Pledge of Allegiance. Mr. Burris gave the opening prayer.

**ROLL CALL**

David Burris	Present
Stephen Bowshier	Present
Jim Rauck	Present
Ron Grossman	Absent

**RESOLUTION 2012-85**

Mr. Burris moved to delete the reading and to approve the minutes for the July 17, 2012 Regular Meeting. Mr. Bowshier seconded the motion. VOTE: all yes.

**RESOLUTION 2012-86**

Mr. Burris moved to accept the following reports as prepared and presented to the Board by Fiscal Officer Ron Grossman: Fund Status, Expenditure Account Status, Warrant Register, Bank Reconciliation and Memos of Expenditure. Mr. Rauck seconded the motion. VOTE: all yes.

**RESOLUTION 2012-87**

Mr. Burris moved to pay payroll, pay all bills, and approve purchase orders. Mr. Bowshier seconded the motion. VOTE: all yes.

**OLD BUSINESS -NONE**

**NEW BUSINESS**

**RESOLUTION 2012-88**

Mr. Burris read Resolution 2012-88 and moved to adopt the Franklin County Natural Hazards Mitigation Plan. Mr. Rauck seconded the motion. Mr. Lilly gave a brief explanation of this Plan. VOTE: all yes.

**RESOLUTION 2012-89**

Mr. Burris read Resolution 2012-89 and moved to update the Township Personnel Handbook. Mr. Bowshier seconded the motion. Mr. Lilly explained that he changed the Handbook to clarify the reimbursement for tuition, specifically at Columbus State. They went from a quarter hour program to a semester hour. It is pro-rated. VOTE: all yes.

**RESOLUTION 2012-90**

Mr. Burris read Resolution 2012-90 and moved to approve line item transfer, reallocation or supplemental appropriation, of appropriated funds. Mr. Rauck seconded the motion. VOTE: all yes.

**RESOLUTION 2012-91**

Mr. Burris read Resolution 2012-91 and moved to accept the settlement offer from DuPont for Imprelis damage. Mr. Bowshier seconded the motion. Mr. Bowshier asked whether we found any evidence or suggestion of any complications with any workers coming in contact with it. Mr. Lilly stated he has done research, and there are no human claims. VOTE: all yes.

**DEPARTMENT REPORTS****ZONING & ADMINISTRATION**

Mr. Lilly presented a report in Caucus and provided the Board with a written report.

- White Road Phase 3 – widening from McDowell over to Kelnor - Mr. Lilly stated that he is having discussions with the City and the County, the Engineers and all agree our three way cooperation agreement has been a terrific three way template as a model to be used around the County. Discussing when we will have a public meeting with residents which is required as part of the grant with the State. The City is also looking at improvements to Orders Road that they want to submit for grants. That would be to do signalized intersections at Haughn and at the YMCA. If those are approved, that completes the steps necessary to start the bike path on Orders Road.
- Discussed the 2215 London Groveport home occupation approved by the Board of Zoning Appeals.
- Also discussed property along Jackson Pike and upcoming request for re-zoning to commercial on some properties on Jackson Pike.

**FIRE DEPARTMENT**

Deputy Chief Dawson presented a report in Caucus and provided the following report.

- Reported that, while off duty, Dave Fannin, along with another bystander, who was a surveyor, rescued a trucker from his cab on I-270 that subsequently burst into flames. He will receive recognition, and an award from Columbus Fire Department, and sometime in the future, Jackson Township will recognize Dave Fannin as well.
- Mr. Rauck reported that we are dispensing coloring books to area children without any Township identification. He requested that we place labels on these materials to identify they are from Jackson Township.

- Mr. Rauck reported that he received one other quote on concrete repair at the fire stations from Newcomer yesterday. They came in a little cheaper, and we have one more quote coming in. We are using the same specs--excavate 16", compact 6" of stone and full 10" of high strength concrete with mesh and fiber in it. All stated they can complete work this year. He would like to incorporate these specs in Station 204. Strawser Paving drew up the specs, stating we needed to increase what we have been doing with higher strength concrete and more control joints.

Mr. Burris expressed appreciation to the fire personnel who served on the uniform committee.

**ANNOUNCEMENTS**

The next regular meeting of the Jackson Township Board of Trustees will be Monday, August 27, 2012, time to be determined, with caucus to begin 45 minutes before regular meeting.

**ADJOURNMENT**

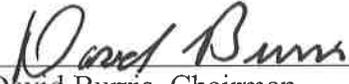
**RESOLUTION 2012-92**

Mr. Burris moved to adjourn. Mr. Bowshier seconded the motion. VOTE: all yes.

Meeting was adjourned at 2:15 p.m.

**ATTEST:**

  
\_\_\_\_\_  
Stephen Bowshier, Vice Chairman

  
\_\_\_\_\_  
David Burris, Chairman

**JACKSON TOWNSHIP**

**AUGUST 14, 2012**

**RESOLUTION 2012-88**

**RESOLUTION TO ADOPT THE  
FRANKLIN COUNTY NATURAL HAZARDS MITIGATION PLAN**

**WHEREAS**, Franklin County has a history of experiencing damage from flooding, tornadoes, severe summer weather, severe winter weather, and other hazards resulting in property loss, loss of life, economic hardship, and threats to public health and safety; and

**WHEREAS**, the Franklin County natural Hazards Mitigation Plan has been developed after more than a year of research and work done by Franklin County Emergency Management and Homeland Security and representatives of various local governmental agencies and stakeholder organizations; and

**WHEREAS**, the plan recommends many mitigation actions, submitted by local jurisdictions designed to protect the people and property affected by the natural hazards that face Franklin County; and

**WHEREAS**, adoption of a natural hazards mitigation plan is a condition of eligibility to receive federal mitigation funds available through the Federal Emergency Management Agency; now

**THEREFORE LET IT BE RESOLVED** that the Jackson Township Board of Trustees does hereby adopt the Franklin County Natural Hazards Mitigation Plan.

I So Move David Burris

Seconded Jim Rauck

**VOTE**

**YES**

**NO**

David Burris David Burris \_\_\_\_\_

Stephen Bowshier Stephen Bowshier \_\_\_\_\_

James Rauck Jim Rauck \_\_\_\_\_

**FISCAL OFFICER'S CERTIFICATION**

Adopted during Public Meeting and Dated this 14 day of August, 2012.

My City for:

Ron Grossman, Jackson Township Fiscal Officer

**JACKSON TOWNSHIP**

**August 14, 2012**

**RESOLUTION 2012-89**

**RESOLUTION TO UPDATE  
TOWNSHIP PERSONNEL HANDBOOK**

**WHEREAS**, the Jackson Township Board of Trustees has authority to provide the terms and conditions of employment and provide the salaries and benefits for all the employees of Jackson Township; now

**THEREFORE BE IT RESOLVED**, the Board of Trustees hereby updates the attached policies and provisions to the Township Personnel Handbook effective immediately.

I So Move David Burris

Seconded Stephen Bowshier

**VOTE**

**YES**

**NO**

David Burris David Burris \_\_\_\_\_

Stephen Bowshier Stephen Bowshier \_\_\_\_\_

James Rauck Jim Rauck \_\_\_\_\_

**FISCAL OFFICER'S CERTIFICATION**

Adopted during Public Meeting and Dated this 14 day of August, 2012.

My duty for:  
Ron Grossman, Jackson Township Fiscal Officer

**JACKSON TOWNSHIP**  
**Resolution 2012 -**  
**August 14, 2012**

**Attachment – A**

**HANDBOOK UPDATES**

**APPENDIX 1 – Section 11 – Tuition Reimbursements**

**Background**

Township reimburses at 75% of the rate at Columbus State Community College. This is shown as 75% of \$79/credit hour per quarter. Effective August 2012, Columbus State has changed to Semester Hours at the rate of \$122.62/credit hour per semester. The change does not increase cost the attending CSCC. Example: 45 credit hours \* \$79 = \$3,555 is the same as 30 semester hours at the \$118.50 rate used in 2011 when the CSCC change was approved. The current 2012 rate of \$122.62 semester hour reflects a 3.4% increase in CSCC tuition. At present, 30 semester hours \* \$122.62 = \$3,678.

**Existing Language**

4. Reimbursement will be limited to 75% of the current credit hour cost at Columbus State Community College (i.e., as of Jan. 2012 the CSCC rate is \$79/credit hour = \$59.25/hour at 75% reimbursement).

**New Language**

4. Reimbursement will be limited to 75% of the current credit hour cost at Columbus State Community College (i.e., as of August. 2012 the CSCC rate is \$122.62/semester credit hour = \$91.97/semester hour at 75% reimbursement). This rate is for illustration purposes only and subject to change by Columbus State Community College.

**JACKSON TOWNSHIP**

**August 14, 2012  
RESOLUTION 2012-90**

**RESOLUTION FOR LINE ITEM TRANSFER  
REALLOCATION OR SUPPLEMENTAL APPROPRIATION  
OF APPROPRIATED FUNDS**

(Transfer Resolution #4 in 2012)

**WHEREAS**, in accordance with State Auditor guidelines to provide for current and on-going expenses the following Reallocation and/or Supplemental Appropriations are required:

	<b>Transfer Funds TO:</b>	<b>Transfer Funds FROM:</b>	<b>Amount</b>	<b>Purpose</b>
1	1000-110-314 (D) Treasurer Fees	1000-110-599-805 Other Reserve	<b>\$6,000</b>	County Tax Collection Fees (Direct deductions on 2 <sup>nd</sup> Settlement)
2	2111-220-323-0201 Sta201 Repairs	2111-220-230-290 Workers Comp Ins	<b>\$3,000</b>	Sta 201 Repairs and updates
3	2111-220-323-0203 Sta203 Repairs	2111-220-230-290 Workers Comp Ins	<b>\$3,000</b>	Sta 203 Repairs and updates

**NOW, THEREFORE BE IT RESOLVED**, that the Board of Trustees hereby authorizes and directs the Township Fiscal Officer to adjust the Township Appropriations as listed above.

I So Move David Burris

Seconded \_\_\_\_\_

**VOTE**

	<b>YES</b>	<b>NO</b>
David Burris	<u>David Burris</u>	_____
Stephen Bowshier	<u>[Signature]</u>	_____
Jim Rauck	<u>Jim Rauck</u>	_____

**FISCAL OFFICER'S CERTIFICATION**  
Adopted during Public Meeting and Dated this 14 day of August, 2012.  
[Signature]  
Ron Grossman, Jackson Township Fiscal Officer

**JACKSON TOWNSHIP**

**August 14, 2012**

**RESOLUTION 2012-91**

**RESOLUTION TO ACCEPT SETTLEMENT OFFER  
WITH DUPONT FOR IMPRELIS DAMAGE**

WHEREAS, in order to pay for the loss of numerous evergreens damaged by the Imprelis herbicide, DuPont has offered a Settlement Agreement to Jackson Township; now

THEREFORE BE IT RESOLVED, the Jackson Township Board of Trustees does hereby accept the terms and conditions of the Settlement Agreement and authorizes and directs the Township Administrator and/or Township Fiscal Officer to execute Agreement contracts with DuPont.

I So Move David Burris

Seconded Stephen Bowshier

**VOTE**

**YES**

**NO**

David Burris David Burris

Stephen Bowshier Stephen Bowshier

James Rauck Jim Rauck

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FISCAL OFFICER'S CERTIFICATION**

Adopted during Public Meeting and Dated this 14 day of August, 2012.

myling for  
Ron Grossman, Jackson Township Fiscal Officer



# JACKSON TOWNSHIP

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## FRANKLIN COUNTY, OHIO

**Fiscal Officer**

Ron Grossman

**Board of Trustees**

Stephen J. Bowshier  
David E. Burris  
Jim Rauck

**Administrator**

Michael J. Lilly

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

August 14, 2012

COPY

**Subject: Jackson Township Claim #9027894  
3756 Hoover Road, Grove City, Ohio 43123**

To Whom It May Concern:

Enclosed please find our APPROVED and signed Settlement Agreement with DuPont for the Imprelis claims at Jackson Township. This Agreement was approved by the Township Board of Trustees during their public meeting on August 14, 2012.

Per the Agreement, we hereby accept the following:

1. Removal of the 21 trees identified on our property.
2. Payment of \$42,190 for the replacement of those trees by your selected contractor, the Davey Tree Company located in the Columbus, Ohio area.
3. Payment of \$3,150 to provide care for those newly planted trees.
4. Payment of \$2,484 for the care of the other damaged trees not being removed.
5. Payment of \$8,171.10 in other compensation.
6. A (2)two year replacement warranty on the new trees by your selected contractor.

Payment can be made to the "Jackson Township Fiscal Officer" in the total amount of \$55,995.10 per the terms of the Agreement.

Please contact us at (614)875-2742 if you have any questions and to let us know when the removal process will be scheduled. You can also reach me by email at [LillyM@Jacksonwp.org](mailto:LillyM@Jacksonwp.org).

Sincerely,

  
Michael Lilly  
Township Administrator

Encl. Settlement Agreement  
Cc: Board of Trustees  
Bob Snyder, Road Superintendant  
File

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

July 31, 2012

**VIA UPS OVERNIGHT**

JACKSON TOWNSHIP  
ATTN: ROBERT SNYDER  
P.O. BOX 517  
GROVE CITY, OH 43123

Re: Claim Number: 9027894  
Property Location: 3756 HOOVER RD  
GROVE CITY, OH 43123

E.I. du Pont de Nemours and Company ("DuPont") has evaluated the claim(s) you filed with the Imprelis® Claims Resolution Process for the above-referenced property. 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 Claim Resolution Agreement ("Agreement"), DuPont offers to:

- Remove 21 specified tree(s) from your property.
- Pay you \$42,190.00 that you can use to arrange for the replacement of those 21 tree(s).
- Pay you \$3,150.00 to provide new tree maintenance for your replacement tree(s).
- Pay you \$2,484.00 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 \$8,171.10 in compensation.

Detailed information about each of these offers is provided in the enclosed Agreement.

In agreeing to accept services and 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. Please read this enclosed Agreement in its entirety. You may seek the advice of counsel of your choosing at any time before signing the Agreement.

When you have signed the Agreement, please return all of the pages of the Agreement (including the Tables) 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

Once DuPont receives the signed Agreement, it will begin the process of arranging for tree removal and other steps, as applicable and consistent with the 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, please provide your reasons in writing within 30 days 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 document or other writing 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.

Included with your Agreement is a copy of the claim form that was completed when your property was inspected. The 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 Agreement. If you believe that any of those measurements are incorrect, please submit an objection within 30 days and provide evidence, including photographs, to substantiate your claim.

DuPont intends for this 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 Claims Resolution Agreement (“Agreement”) carefully. By signing the Agreement, you agree to be bound by all of the terms and conditions set forth below.**

## **CLAIM RESOLUTION AGREEMENT**

This Claim Resolution Agreement (“Agreement”) is entered into between E.I. du Pont de Nemours and Company (“DuPont”) and an authorized owner of the property at 3756 HOOVER RD, GROVE CITY, OH 43123. 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 Agreement, 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 Agreement, Owner must make sure that such action is in compliance with such laws, rules and/or regulations.

### **REMOVAL AND DISPOSAL**

*Service:* DuPont recommends removal for all trees listed in Table 1. DuPont will arrange for proper removal and disposal of these trees by paying a tree removal company directly for this service on Owner’s behalf. Owner has the right to obtain and to retain samples from such trees or other materials of Owner’s choosing. If Owner so chooses, Owner should arrange at Owner’s expense to obtain and/or retain such materials. If trees listed in Table 1 have already been removed and disposed of properly, DuPont will pay Owner an amount to compensate Owner for removal of those trees. Owner will not receive payment for tree removal where DuPont has removed, arranged, or paid for the removal and disposal of a tree(s) prior to the Agreement.

### **REPLACEMENT**

*Payment:* DuPont offers to pay Owner \$42,190.00 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](http://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 \$2,484.00 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](http://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 \$8,171.10 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 detailing such damage and the reason Owner believes it is caused by Imprelis® to:

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

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

#### 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 liabilities, actual and potential claims, demands, and causes of action, of whatever nature, whether known or unknown, foreseen or unforeseen, asserted or

unasserted, that exist between or among Owner and any Released Party or Parties as related to Imprelis® or the application of Imprelis® to the Owner's property, this Agreement and the events surrounding its negotiation and execution, including but not limited to claims for fraud and fraudulent inducement. Owner warrants and represents that he/she/it has not assigned and will not attempt to assign to any party any rights related to the matters covered by this Release and Settlement Agreement. Additionally, Owner warrants and represents that he/she/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 Settlement Agreement. This release does not include claims made under the DuPont Limited Warranty.

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.

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 Agreement was signed. Even so, Owner expressly, knowingly, and voluntarily agrees that Owner's decision to enter into this Agreement is made with regard to such possible future discoveries, and the Agreement cannot be reopened in light of any such future discoveries.

**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:**

**Liaison Counsel**

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

**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 WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLC, 55 West Monroe Street, Suite 1111, Chicago, Illinois 60603, (312) 984-0000;**

- Hollis L. Salzman 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.

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 AGREEMENT.**

### NO ADMISSIONS OR CONCESSIONS

This Agreement 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 agreement.

### 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 Agreement; 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 Agreement (including but not limited to those relating to the DuPont Limited Warranty, this Agreement and the events surrounding its negotiation and execution) in any way must be resolved through mandatory, binding arbitration, rather than litigation in court. This Agreement 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 Agreement is 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 Agreement (including the DuPont Limited Warranty) 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 Agreement and that the class action waiver may not

be severed from this Agreement. If this class action waiver is found to be unenforceable by any court or arbitrator, then the Agreement is invalid.

- b) 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.
- c) Limit on Relief in Arbitration. DuPont and Owner agree that an arbitrator may only award such relief as a court of competent jurisdiction could.

### 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 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 Agreement is 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 Agreement, if any provision, or any portion of any provision, of this Agreement 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 Agreement.

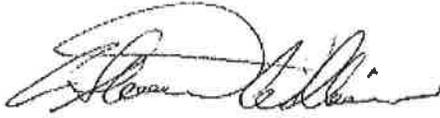
Integration. This Agreement memorializes and constitutes the entire agreement and understanding between and among DuPont and Owner, and supersedes and replaces all prior negotiations, proposed agreements, and agreements, whether written or unwritten. Owner acknowledges that no Released Party, or any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

Heirs and Successors Bound. This Agreement 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 initial "C" and "S".

C. Steven Williams  
Manager Claims Resolution

**Authorized Property Owner**

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.

The Property Owner must have a witness present when signing this Agreement. The witness must then sign the signature line below and provide the specified contact information. The Owner must return all pages of the Agreement (including the Tables).

The Undersigned represents that  
I have full authority to sign

**Authorized Property Owner:**

Michael Lilly  
Signature

MICHAEL LILLY  
Printed Name

TOWNSHIP ADMINISTRATOR  
Title (if applicable)

JACKSON TOWNSHIP  
Business Name (if applicable)

Fed Tax ID 31-6400585  
Social Security or Tax ID No.  
Required for Payment Purposes

August 15, 2012  
Date

**Witness:**

Nancy Fisher  
Signature

NANCY FISHER  
Printed Name

8-15-12  
Date

3756 Hoover Rd  
Address

Grove City, OH 43123  
City, State Zip

614-875-2742  
Telephone Number

\* Note: see Resolution # 2012-91  
Approved by Township Board  
of Trustees 8/14/2012.

JACKSON TOWNSHIP

COPY

August 14, 2012

RESOLUTION 2012-91

**RESOLUTION TO ACCEPT SETTLEMENT OFFER  
WITH DUPONT FOR IMPRELIS DAMAGE**

WHEREAS, in order to pay for the loss of numerous evergreens damaged by the Imprelis herbicide, DuPont has offered a Settlement Agreement to Jackson Township; now

THEREFORE BE IT RESOLVED, the Jackson Township Board of Trustees does hereby accept the terms and conditions of the Settlement Agreement and authorizes and directs the Township Administrator and/or Township Fiscal Officer to execute Agreement contracts with DuPont.

I So Move David Burris

Seconded Stephen Bowshier

VOTE

YES

NO

David Burris David Burris

Stephen Bowshier Stephen Bowshier

James Rauck Jim Rauck

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FISCAL OFFICER'S CERTIFICATION

Adopted during Public Meeting and Dated this 14 day of August, 2012.

myling for  
Ron Grossman, Jackson Township Fiscal Officer

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

Tree No.	Tree Species	Height (feet)	Removed Tree Value
5	Pine White	22	\$2,500.00
7	Pine White	21	\$2,500.00
8	Pine White	22	\$2,500.00
9	Pine White	23	\$3,000.00
10	Pine White	23	\$3,000.00
11	Pine White	22	\$2,500.00
13	Pine White	20	\$1,910.00
14	Pine White	18	\$1,120.00
15	Pine White	18	\$1,120.00
16	Pine White	20	\$1,910.00
19	Pine White	23	\$3,000.00
20	Pine White	21	\$2,500.00
21	Pine White	22	\$2,500.00
22	Pine White	18	\$1,120.00
23	Pine White	23	\$3,000.00
25	Pine White	23	\$3,000.00
26	Pine White	22	\$2,500.00
27	Pine White	17	\$1,120.00
28	Pine White	13	\$930.00
29	Arborvitae	6	\$230.00
30	Arborvitae	6	\$230.00

**TABLE 2  
TREES RECOMMENDED FOR CARE**

Tree No.	Tree Species	Height (feet)	Service Value
1	Pine White	43	\$220.00
2	Pine White	41	\$220.00
3	Pine White	40	\$209.00
4	Pine White	46	\$400.00
6	Pine White	17	\$235.00
12	Pine White	24	\$300.00
17	Pine White	23	\$300.00
18	Pine White	23	\$300.00
24	Pine White	22	\$300.00

**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	Service	\$6,650.00
Removed Tree Value	Payment	\$42,190.00
Replacement New Tree Maintenance	Payment	\$3,150.00
Care for Existing Trees	Payment	\$2,484.00
<b>Total Claim Value</b>		<b>\$54,474.00</b>
Additional Compensation -- 15% of Total Claim Value	Payment	\$8,171.10

**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® Claim Form (Option 2)

This Imprelis® Claim Form must be completed and postmarked no later than February 1, 2012.

Your Lawn Care Company ID is: 33240706

## A. PROPERTY LOCATION:

Address: 3756 Hoover Rd City: Grove City  
Address Line 2: \_\_\_\_\_ State, Zip Code: OH 43123

Property Owner:  
Business Name (if applicable): JACKSON TOWNSHIP  
Contact First Name: ROBERT Phone Number: 614-871-1119  
Contact Last Name: SNYDER Email Address: SNYDERB@JACKSONTWP.ORG

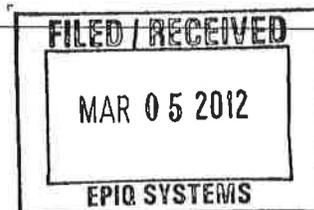
If the property is jointly owned please provide information for additional owner below. If more than two owners, please attach additional contact information to the claim form.

Contact First Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Contact Last Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Did you own this property as of March 1, 2011?  Yes  No

The primary structure on this property is a:  Single family home  Other

Please indicate preferred means of contact:  Email  Phone



If the mailing address of the Property Owner is different from above, please provide mailing address below:

Address: P.O. Box 517 City: GROVE CITY  
Address Line 2: \_\_\_\_\_ State, Zip Code: OH 43123

## B. LAWN CARE COMPANY:

Company: \_\_\_\_\_ Address: SNYDER  
Last Name: \_\_\_\_\_ Address Line 2: \_\_\_\_\_  
First Name: \_\_\_\_\_ City: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ State, Zip Code: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Tax ID Number: \_\_\_\_\_

*APPLIED BY ROBERT SNYDER  
JACKSON TOWNSHIP  
EMPLOYEES*

*SPRAY RECORD  
ATTACHED  
P.O. INFORMATION*

Please indicate preferred means of contact:  Email  Phone

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

## C. IF AN INSURANCE CLAIM HAS BEEN FILED, PROVIDE INFORMATION BELOW:

Insurance Company: \_\_\_\_\_ Address: \_\_\_\_\_  
Last Name: \_\_\_\_\_ Address Line 2: \_\_\_\_\_  
First Name: \_\_\_\_\_ City: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ State, Zip Code: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Claim No. (if known): \_\_\_\_\_

Filed: USBC - ----  
Imprelis, Et Al.  
00-00000 (IMP) 0009027894



Has the property owner received payment from an insurance company related to impacted trees listed on Tree Detail Listing (Section 4 of Claim Form)?  Yes or  No

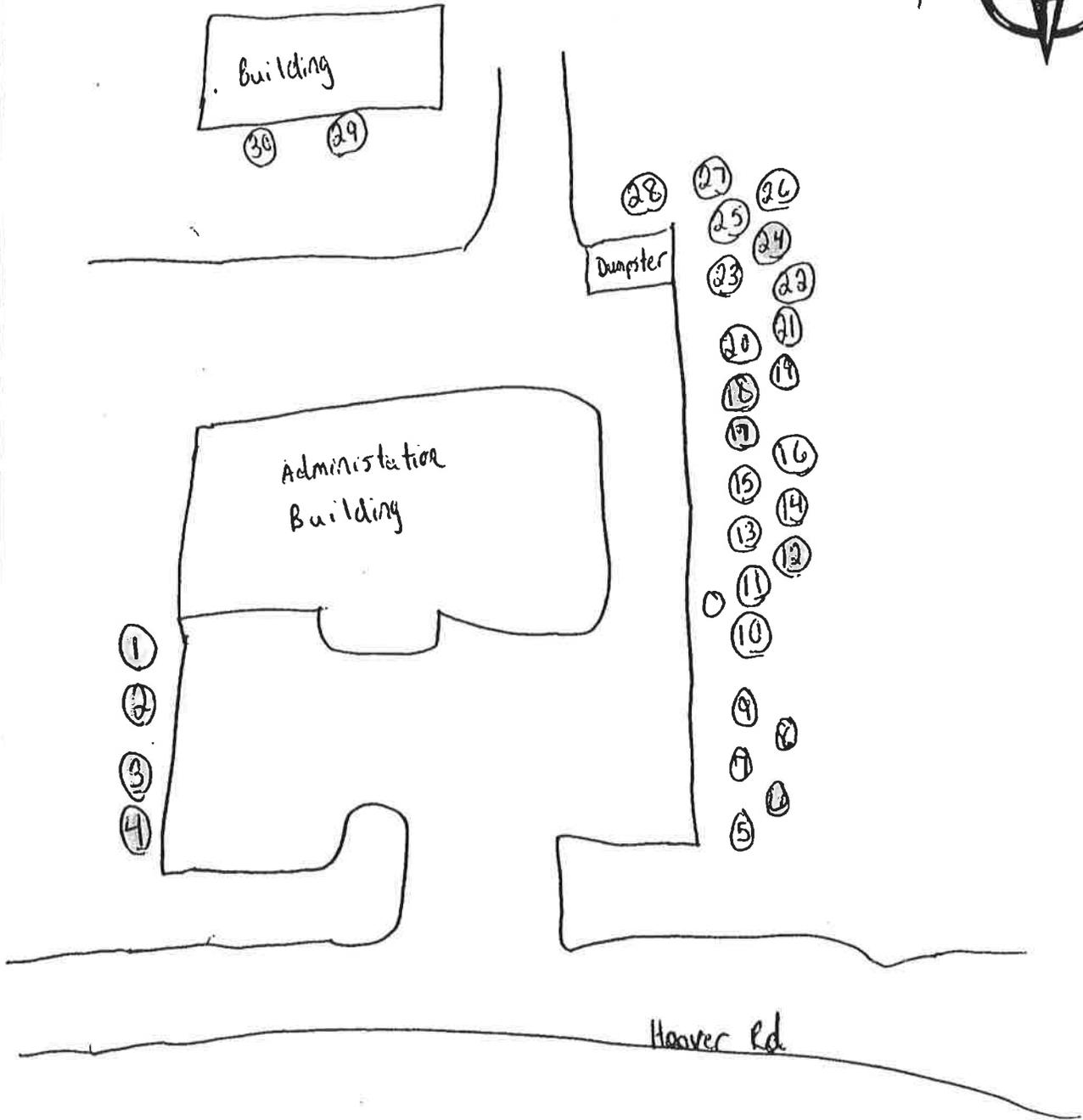
If yes, please detail amount received, and recipient:

E. SITE MAP LAWN CARE COMPANY ID : 33240706  
Property Address: 3756 HOOVER RD, GROVE CITY, OH 43123

### Site Map

To orient map, enter North

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



D. TREE DETAIL LISTING

LAWN CARE COMPANY ID : 33240706

Property Address: 3756 HOOVER RD, GROVE CITY, OH 43123

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)								
1		X		43		1	0	B	N		
2		X		41		1	0	B	N		
3		X		40		1	0	B	N		
4		X		46		2	0	B	N		
5		X		22		3	0	B	N		
6		X		17		2	0	B	N		
7		X		21		3	0	B	N		
8		X		22		3	0	B	N		
9		X		23		3	0	B	N		
10		X		23		3	0	B	N		
11		X		22		3	0	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."

D. TREE DETAIL LISTING

LAWN CARE COMPANY ID: 33240706

Property Address: 3756 HOOVER RD, GROVE CITY, OH 43123

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)								
12		X		24		2	0	B	N		
13		X		20		3	0	B	N		
14		X		18		3	0	B	N		
15		X		18		3	0	B	N		
16		X		20		3	0	B	N		
17		X		23		2	0	B	N		
18		X		23		2	0	B	N		
19		X		23		3	0	B	N		
20		X		21		3	0	B	N		
21		X		22		3	0	B	N		
22		X		18		4	0	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."

D. TREE DETAIL LISTING

Property Address: 3756 Hoesser Rd, Grove City, OH 43123 TD-33240706

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)								
23		X		23		3	0	B	N		
24		X		22		2	0	B	N		
25		X		23		3	0	B	N		
26		X		22		3	0	B	N		
27		X		17		3	0	B	N		
28		X		13		3	0	B	N		
29			Arbor vitae	6		4	0	B	N		
30			Arbor vitae	6		3	0	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."

**F. EPA QUESTIONNAIRE:** LOCATION ID 33240706

Property Address: 3756 HOOPER RD, GROVE CITY, OH 43123

The U.S. Environmental Protection Agency (EPA) has requested that DuPont ask the following questions about this property and impacted trees on this property. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

\*\*\*

- 1. When were adverse impacts attributed to Imprelis® first noticed on this property? Date: JUNE
- 2. How many applications of Imprelis® occurred on this property before adverse impacts were reported? 1
- 3. Did irrigation occur on this property after the application of Imprelis®?  Yes  No  Unknown
  - a. If yes, what is the approximate number of gallons of water applied? \_\_\_\_\_
  - b. If yes, did the irrigation water come from a recovery reservoir or pond?  Yes  No  Unknown
- 4. Have you conducted any testing for Imprelis® in soil on this property?  Yes  No  Unknown
  - a. If yes, were any Imprelis® residues detected?  Yes  No  Unknown
- 5. Have you conducted any testing for Imprelis® in plant tissue collected from this property?  Yes  No  Unknown
  - a. If yes, were any Imprelis® residues detected?  Yes  No  Unknown

**G. DECLARATION:**

**Property Owner** – I certify that the information I have provided for this Claim Form is true and correct to the best of my knowledge, information and belief.

Date: 3/1/12

Name (please print): ROBERT SNYDER

Signature: [Handwritten Signature]

LOCATION ID 33240706

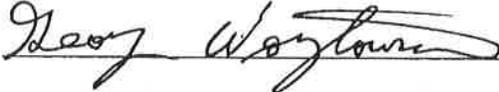
**H. DUPONT REPRESENTATIVE AND PROPERTY OWNER CONSENT FORM:**

Property Address: 3756 HOOPER RD., GROVE CITY, OH 43123

**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 assessing property owner's 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: 3/1/12

Name (please print): GEORGE WOTOWICZ

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 assessing any 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 release that waives your right to file or participate in any lawsuit related to Imprelis®. By signing this Claim Form, however, you are not waiving any rights; you are only permitting DuPont to assess your property and offer you a remediation plan. You may seek the advice of counsel of your choosing at any time during this process.

Date: 3/1/12

Name (please print): ROBERT SNYDER

Signature: 

# PESTICIDE APPLICATION FORM

Date: 5/10/11

Insecticide     Fungicide     Algicide     Other: HERBICIDE

Site Name/Location: 3756 HOOPER RD.

Size of Area Treated: 1 ACRE.

Spot Treatment (for individual plants only)

Target Vegetation: BROADLEAF

Product Name: DUPONT IMPRELIS

EPA Registration No: 352-793

Amount Used: 100 GAL OF MIX

Rate of Application: 2.30 GAL OF MIX / 1000 sq.ft. or 100 GAL OF MIX / acre

Concentration Used: 4.5 OZ. OF IMPRELIS PER 100 GAL OF WATER

Applicator Name: BDB SNYDER

Was Irrigation used to incorporate:     Yes     No

Weather Conditions:

- Sunny  
 Partly Sunny  
 Cloudy  
 Foggy/Misty  
 Rainy

Air Temperature:

- Below 55  
 55-65  
 66-75  
 76-85  
 86 & Up

Wind:

- 0 mph  
 1-4 mph  
 5-7 mph  
 8 & Up

Wind Direction:

- N     S  
 E     W  
 NE     NW  
 SE     SW

Type of Surface

- Landscape Beds  
 Containers  
 Turf  
 Brick/Gravel  
 Concrete/Asphalt  
 Tree Rings

Surface Temperature:

- Below 55  
 55-65  
 66-75  
 76-85  
 86 & Up

Surface Moisture:

- Dry  
 Damp  
 Wet  
 Saturated

Formulation:

- Granular  
 Wettable Powder  
 Liquid Concentrate  
 Dry Flowable

Equipment Used:

- Sprayer:  
 Hand Pump  
 Tank 50  
 Tank 200  
 Tank 500

Granular:

- Hand Spreader  
 Whirl-E-Bird  
 Vicon Spreader

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Quantity	Unit	Item Description	Unit Price	Subtotal
1.00		INVOICE #57061632	\$2,130.24	\$2,130.24

Account Code	Type	Amount
1000-410-323-0000	PO 183-2011	\$2,065.20
1000-120-323-0000	BC 8-2011	\$65.04

ABC Printing Plus, LLC (614) 848-4899 32232733 12' 4.095P

CUSTOMER CODE	SALES MAN	SHIPPED VIA	DATE SHIPPED	TERMS	CUSTOMER ORDER NO
377882		CUSTOMER PICK UP	04/18/11	NET 15TH	183-2011

PRODUCT CODE	DESCRIPTION	INVOICE QUANTITY	B/O QUANTITY	UNIT	PRICE	AMOUNT
097587	IMPRELIS HERBICIDE 1GAL	1	0	EA	795.000	795.00
001689	SUN AND SHADE PARK SEED MIX	300	0	LB	1.210	363.00
080376	DIMENSION 0.10% 13-2-5 30%PPS	46	0	AG	17.250	793.50
016420	18-24-12 25%POLYPLUS	6	0	AG	29.790	178.74

AMT \$ 2,130.24  
 VENDOR# John Deere Landscapes  
 PO 183-11 BC  
 ACCT# 1  
 INV# 57461632

#2065.20 PO 183-11  
 #65.04 8-11

Acct  
 1000 410 32:  
 1000 120 32:

BY ACCEPTANCE OF THIS MERCHANDISE YOU AGREE TO PAY A 1.5% PER MONTH LATE CHARGE (18.0% PER ANNUM) OR THE HIGHEST RATE ALLOWED BY LAW. LATE CHARGES START ON THE DAY FOLLOWING THE DUE DATE.

THESE GOODS WERE PRODUCED IN COMPLIANCE WITH APPLICABLE REQUIREMENTS OF SECTIONS 6, 7, AND 12 OF THE FAIR LABOR STANDARDS ACT AS AMENDED.

RETURNS MUST HAVE OUR PRIOR CONSENT OF WITH DATE MUST BE FURNISHED. RESTOCKING AND FREIGHT CHARGES ARE APPLICABLE ON RETURNS.

LINE TOTAL	OTHER CHARGES	DELIVERY CHARGE	TAXABLE AMOUNT	SALES TAX	HST	TOTAL INVOICE
2130.24	0.00	0.00	0.00	0.00		2,130.24

DATE DUE

JACKSON TOWNSHIP, FRANKLIN COUNTY  
**Regular Purchase Order**

<b>Office Of</b> JACKSON TOWNSHIP 3756 HOOVER RD. P O BOX 517 GROVE CITY, OH 43123	<b>Vendor</b> JOHN DEERE LANDSCAPES/LESCO 24110 NETWORK PLACE CHICAGO, IL 60673-1241	<b>Purchase Order</b> Number: 183-2011 Total: \$2,065.20 Issue: 04/07/2011 Expires:
<b>Ship To</b> JACKSON TOWNSHIP 3756 HOOVER RD. P O BOX 517 GROVE CITY, OH 43123	<b>Bill To</b> JACKSON TOWNSHIP 3756 HOOVER RD. P O BOX 517 GROVE CITY, OH 43123	<b>Miscellaneous</b> Approval:
<b>Terms</b> Purpose		

Quantity	Unit	Item Description	Unit Price	Subtotal
1.00		Products for Parks	\$2,065.20	\$2,065.20

Account Code	Account Description	Amount
1000-410-323-0000	Repairs and Maintenance	\$2,065.20

Material on this order is exempted from Ohio Sales Tax and Federal Excise Taxes.

**FISCAL OFFICER CERTIFICATE**

It is hereby certified that the amount of \$2,065.20 required to meet the contract agreement, obligation, or expenditure for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the Treasury or in the process of collection to the credit of the

\_\_\_\_\_ General \_\_\_\_\_

Fund (and others as above) free from any obligation or certification now outstanding.

Certification: Alma Bennett

Date: 04/07/2011      Fiscal Officer: Alma Bennett

APPROVED BY

*[Signature]*

*[Signature]*

*[Signature]*

This order is not valid unless  
Fiscal Officer Certificate is signed.

Working Order



GAHANNA OH #105  
 960 Claycraft Rd  
 Gahanna, OH 43230-6695  
 W: (614)863-4013

Sold To:

JACKSON TOWNSHIP-FRANKLIN CO 3 (#377882)  
 PO Box 517  
 GROVE CITY OH 431  
 Grove City, OH 43123-0517  
 W: (614)875-2742

Ship To:

JACKSON TOWNSHIP-FRANKLIN CO 3 (#377882)  
 PO Box 517  
 GROVE CITY OH 431  
 Grove City, OH 43123-0517  
 W: (614)875-2742

Ordered	Master Order#	PO#
03/25/2011	41637723	
Printed	Customer Contact	Sales Associate
03/25/2011	Bob Snyder	Keith Partridge

LN	Item #	Description	Qty	Cancel	Ship	B/O	Unit Price	Ext Price
1	097597	IMPRELIS HERBICIDE 1GAL	1	0	0	1	795.000 / EA	795.000
2	001689	SUN AND SHADE PARK SEED MIX <i>Seed Lot ok</i>	300	0	0	300	1.210 / LB	363.000
3	007458	32-5-7 50% POLYPLUS	6	0	0	6	18.950 / BAG	113.700
4	080376	DIMENSION 0-10%-13-2-5 30%PPSCU	46	0	0	46	17.250 / BAG	793.500

Subtotal: \$2065.20  
 Sales Tax: \$0.00  
 Freight: \$0.00  
 Discount: \$0.00  
**Estimated Total: \$2065.20**

This working order is for reviewing purposes only. This is not a receipt.

CUSTOMER SIGNATURE: \_\_\_\_\_

John Deere Landscapes warrants that all products conform to the description on the label. Because conditions of use, which are of critical importance are beyond our control, seller makes no warranty, expressed or implied, concerning the use of these products. No employee of the corporation is authorized to make any warranty or representation, expressed or implied, concerning our products. Always follow directions and carefully observe all precautions on the label or manufacturer's instructions. Products used contrary to directions may cause serious plant or personal injury. Buyer assumes all risk of use of handling whether in accordance with direction or not and accepts the products sold to him by this corporation on these conditions.

*Ferguson  
 new hydrate*

LCP:

Contact Name: Jackson Township-  
Office

Property Location ID: 33240706

Appointment Date: 3/1

Appointment Time: 12:30 pm

Ref: DPTR090811 Date: 21Feb12 SHIPPING: 0.00  
Dep: Hgt: 3.00 LBS SPECIAL: 0.00  
OV: 0.00 HANDLING: 0.00  
TOTAL: 0.00

Svce: STANDARD OVERNIGHT  
TRK: 4921 0370 2223

ORIGIN ID: MOMA (708) 364-7068 SHIP DATE: 21FEB12  
SHIPPING ACTWGT: 3.0 LB PAN  
STERYCYCLE CAD: 0858027/CAFE2810  
10608 103RD PL

ORLAND PARK, IL 60467 BILL THIRD PAR  
UNITED STATES US

TO IMPRELIS CLAIMS RESOLUTION PROC  
C/O EPIO SYSTEMS  
757 THIRD AVENUE  
3RD FLOOR  
NEW YORK NY 10017  
(646) 282-2521  
REF: DPTR090811



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**Warrant Listing**

8/20/2012 to 8/31/2012

Warrant #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
12880	08/21/2012	08/21/2012	AW	AFLAC/FLEX-ONE	\$2,064.27	0
12881	08/21/2012	08/21/2012	AW	CENTRAL OHIO FIRE MUSEUM	\$37.00	0
12882	08/21/2012	08/21/2012	AW	CHAPTER 13 TRUSTEE	\$738.46	0
12883	08/21/2012	08/21/2012	AW	JEFFREY P. NORMAN	\$252.46	0
12884	08/21/2012	08/21/2012	AW	OHIO PUBLIC EMPLOYEES DEFERRED CO	\$8,318.84	0
12885	08/21/2012	08/21/2012	AW	OHIO TUITION AUTHORITY	\$40.00	0
12886	08/23/2012	08/23/2012	AW	AMERICAN ELECTRIC POWER	\$22.17	0
12887	08/23/2012	08/23/2012	AW	AT&T	\$518.63	0
12888	08/23/2012	08/23/2012	AW	AT&T MOBILITY	\$90.20	0
12889	08/23/2012	08/23/2012	AW	CONVERSE ELECTRIC	\$5,045.57	0
12890	08/23/2012	08/23/2012	AW	CINTAS CORPORATION	\$153.67	0
12891	08/23/2012	08/23/2012	AW	CENTRAL OHIO BIOENERGY	\$24.93	0
12892	08/23/2012	08/23/2012	AW	DELTA DENTAL	\$7,791.46	0
12893	08/23/2012	08/23/2012	AW	GROVE CITY OFFICE SUPPLY	\$71.64	0
12894	08/23/2012	08/23/2012	AW	CHUCK'S SEPTIC TANK, SEWER & DRAIN	\$1,108.00	0
12895	08/23/2012	08/23/2012	AW	FRANKLIN EQUIPMENT	\$415.54	0
12896	08/23/2012	08/23/2012	AW	FERGUSON WATERWORKS #527	\$4,366.12	0
12897	08/23/2012	08/23/2012	AW	GORDON FLESCH COMPANY INC	\$117.93	0
12898	08/23/2012	08/23/2012	AW	HD SUPPLY WATERWORKS, LTD.	\$42.51	0
12899	08/23/2012	08/23/2012	AW	JONES FUEL COMPANY	\$59.02	0
12900	08/23/2012	08/23/2012	AW	KROGER	\$19.47	0
12901	08/23/2012	08/23/2012	AW	M&D BLACKTOP COMPANY	\$380.00	0
12902	08/23/2012	08/23/2012	AW	OHIO DEPARTMENT OF AGRICULTURE	\$105.00	0
12903	08/23/2012	08/23/2012	AW	PITNEY BOWES	\$60.00	0
12904	08/23/2012	08/23/2012	AW	R L PARSONS & SONS ECI	\$433.16	0
12905	08/23/2012	08/23/2012	AW	RENT-A-JOHN	\$125.00	0
12906	08/23/2012	08/23/2012	AW	SHELLY MATERIALS, INC.	\$85.69	0
12907	08/23/2012	08/23/2012	AW	STAN SMITH, ATTORNEY	\$921.50	0
12908	08/23/2012	08/23/2012	AW	SOUTHWESTERN POWER EQUIPMENT, IN	\$23.96	0
12909	08/23/2012	08/23/2012	AW	TIME WARNER CABLE	\$2,100.00	0
12910	08/23/2012	08/23/2012	AW	TW TELECOM	\$221.38	0
12911	08/23/2012	08/23/2012	AW	VISION SERVICE PLAN - OH	\$1,404.86	0
12912	08/23/2012	08/23/2012	AW	ELW COMPANY	\$1,375.07	0
12913	08/23/2012	08/23/2012	AW	MICHELLE McCOLLISTER	\$24.29	0
12914	08/23/2012	08/23/2012	AW	RUTH POOLE	\$73.33	0
12915	08/23/2012	08/23/2012	AW	BEEM'S PETROLEUM	\$3,421.85	0
12916	08/23/2012	08/23/2012	AW	PRO CHEM INC	\$538.77	0
12917	08/23/2012	08/23/2012	AW	W.D. TIRE WAREHOUSE INC	\$1,510.44	0
12918	08/23/2012	08/23/2012	AW	JD POWER SYSTEMS, LLC	\$45.00	0
12919	08/23/2012	08/23/2012	AW	EMSAR MEDICAL REPAIR, INC.	\$70.24	0
12920	08/23/2012	08/23/2012	AW	PERRY RADI	\$75.00	0
12921	08/23/2012	08/23/2012	AW	D & M DISTRIBUTORS, INC.	\$464.65	0
12922	08/23/2012	08/23/2012	AW	MED 3000	\$5,254.36	0
12923	08/23/2012	08/23/2012	AW	WATEROUS COMPANY	\$505.98	0
12924	08/23/2012	08/23/2012	AW	SUTPHEN CORP.	\$146.88	0
12925	08/23/2012	08/23/2012	AW	GRAINGER	\$147.03	0

**Warrant Listing**

8/20/2012 to 8/31/2012

Warrant #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
12926	08/23/2012	08/23/2012	AW	T & T SERVICE CENTER INC	\$59.94	O
12927	08/23/2012	08/23/2012	AW	HI-LINE	\$284.39	O
12928	08/23/2012	08/23/2012	AW	SAFETY SERVICE PRODUCTS INC.	\$700.00	O
12929	08/23/2012	08/23/2012	AW	BOB SUMEREL TIRE CO. INC	\$636.00	O
12930	08/23/2012	08/23/2012	AW	FIRE SYSTEMS PROFESSIONALS	\$370.00	O
12931	08/23/2012	08/23/2012	AW	AIRGAS GREAT LAKES INC	\$933.48	O
12932	08/23/2012	08/23/2012	AW	BOUND TREE MEDICAL, LLC	\$3,500.70	O
12933	08/23/2012	08/23/2012	AW	ROY TAILOR UNIFORM CO INC	\$625.75	O
12934	08/24/2012	08/24/2012	AW	TAMMY GREEN	\$239.25	O
Total:					\$58,160.84	

Type: AM - Accounting Manual Warrant, AW - Accounting Warrant, IM - Investment Manual Warrant, IW - Investment Warrant, PM - Payroll Manual Warrant, PR - Payroll Warrant, RW - Reduction of Receipt Warrant, SW - Skipped Warrant, WH - Withholding Warrant, WS - Special Warrant, POS ADJ - Positive Adjustment, NEG ADJ - Negative Adjustment

Status: O - Outstanding, C - Cleared, V - Voided, B - Batch

\* Asterisked amounts are not included in report totals. These transactions occurred outside the reported date range but are listed for reference.

I HEREBY CERTIFY THAT MONEY TO PAY THE ABOVE BILLS IS IN THE TREASURY OR IS LEVIED AND IN PROCESS OF COLLECTION AND UNAPPROPRIATED TO OTHER PURPOSES.



JACKSON TOWNSHIP, FRANKLIN COUNTY  
**Accounting Electronic Payment Listing**  
 8/20/2012 to 8/31/2012

8/21/2012 1:50:06 PM  
 UAN v2012.2

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
169-2012	08/08/2012	08/08/2012	CH	PUBLIC EMPLOYEES RETIREMENT SYSTE	\$9,979.56 *	O
169-2012	08/20/2012	08/20/2012	POS ADJ	PUBLIC EMPLOYEES RETIREMENT SYSTE	\$11.40	O
171-2012	08/21/2012	08/21/2012	CH	PAYCOR	\$301.88	O
172-2012	08/21/2012	08/21/2012	CH	HEARTLAND BANK	\$4,865.40	O
173-2012	08/21/2012	08/21/2012	CH	HEARTLAND BANK	\$27,630.53	O
174-2012	08/21/2012	08/21/2012	CH	HEARTLAND BANK	\$175,390.64	O
175-2012	08/21/2012	08/21/2012	CH	HEARTLAND BANK	\$390.95	O
176-2012	08/21/2012	08/21/2012	CH	HEARTLAND BANK	\$7,654.24	O
177-2012	08/21/2012	08/21/2012	CH	HEARTLAND BANK	\$6,715.74	O
178-2012	08/21/2012	08/21/2012	CH	HEARTLAND BANK	\$3,119.84	O
179-2012	08/21/2012	08/21/2012	CH	HEARTLAND BANK	\$3,600.00	O
Total:					<u>\$229,680.62</u>	

Type: CH - Electronic Payment Advice, IL - Investment Loss, POS ADJ - Positive Adjustment, NEG ADJ - Negative Adjustment

Status: O - Outstanding, C - Cleared, V - Voided, B - Batch

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*Ron Scrossman*

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8/20/2012 to 8/31/2012

Warrant #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
12880	08/21/2012	08/21/2012	AW	AFLAC/FLEX-ONE	\$2,064.27	O
12881	08/21/2012	08/21/2012	AW	CENTRAL OHIO FIRE MUSEUM	\$37.00	O
12882	08/21/2012	08/21/2012	AW	CHAPTER 13 TRUSTEE	\$738.46	O
12883	08/21/2012	08/21/2012	AW	JEFFREY P. NORMAN	\$252.46	O
12884	08/21/2012	08/21/2012	AW	OHIO PUBLIC EMPLOYEES DEFERRED CO	\$8,318.84	O
12885	08/21/2012	08/21/2012	AW	OHIO TUITION AUTHORITY	\$40.00	O
<i>Payroll</i>					Total:	\$11,451.03

Type: AM - Accounting Manual Warrant, AW - Accounting Warrant, IM - Investment Manual Warrant, IW - Investment Warrant, PM - Payroll Manual Warrant, PR - Payroll Warrant, RW - Reduction of Receipt Warrant, SW - Skipped Warrant, WH - Withholding Warrant, WS - Special Warrant, POS ADJ - Positive Adjustment, NEG ADJ - Negative Adjustment

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*Ron Grossman*