



Minutes
Committee No. 1
Revenues, Disbursements, Water and Wastewater
October 15, 2013

Committee #1 – Revenues, Disbursements, Water and Wastewater met on **Wednesday, October 15, 2013 at 12:30 PM** in the **City Hall, Council Chambers, 30 W. Central Street, Chippewa Falls, WI.**

Committee/Council Members present: Jane Lardahl, George Adrian, Amy Mason, Bill Hicks, Rob Kiefer, Mayor Hoffman.

Others Present: Finance Manager/Treasurer Lynne Bauer, Police Chief Wendy Stelter, Public Works Director/City Engineer/Utility Manager Rick Rubenzer, Parks & Recreation Director Dick Hebert; Fire Lt. Chuck Goetti; Firefighter Gary Bell.

The meeting was called to order at: 12:30 PM.

1. Discuss pay rate for temporary office assistance in the Parks & Recreation Department. Possible recommendations to the Council.

Parks & Recreation Director Dick Hebert indicated his office assistant will be out approximately 12 weeks. In the interim, the Finance Department will be absorbing the day to day activities such as answering phones, handling walk-ins, registering program participants, accepting donations, reserving park facilities, etc. The seasonal office assistant is also willing to come in and help as her schedule permits on Tuesdays and Thursdays. Dick is asking that the seasonal office assistant be given a temporary raise to compensate her for helping the City out during this time. In addition, Finance Manager Bauer indicated this is a busy time for her staff with budgets and taxes but her staff is willing to help and asked for appropriate temporary compensation for them. The impact of a raise (approximately \$3,300) for the temporary assistance will be offset by current budgeted office assistant monies. Dick added that the seasonal office assistant also helped out during this past summer when the recreation supervisor position was vacant.

Motion by Adrian/Mason to recommend the Council approve a temporary raise of \$2.00 per hour for the seasonal Parks & Recreation office assistant and the Finance Department fiscal clerks. **All present voted aye. Motion carried.**

2. Discuss DuPont payment settlement for damage to trees at the Outdoor Pool. Possible recommendations to the Council.

Parks & Recreation Director Dick Hebert indicated his department received a settlement payment of \$31,345.10 for costs associated with fertilizer damage to trees at the pool. This settlement represents removal and replacement of seven trees and care for four other trees. Dick indicated his staff has removed the trees and there are no expenses that need to be applied against the settlement monies. He is recommending the City create a Forestry Donation Account for the planting of new trees. No monies from this account will be used for tree removal.

Motion by Mason/Adrian to recommend the Council approve the creation of a Forestry Donation Account to be used for the replacement of public trees and to transfer the DuPont Settlement Funds from the general fund to this account. **All present voted aye. Motion carried.**

3. Review preliminary 2014 Budget data including but not limited to revenues, operational expenses and health insurance premium increases. Possible recommendations to the Council.

Finance Manager Bauer summarized the 2014 Budget issues that need further committee discussion and recommendations. These items include employee health insurance plans due to a 23% increase in premiums for 2014. The increase is approximately \$241,000. In addition to health insurance costs, personnel costs for the following departments need further review: Public Works Department (vacant position); Police Department (new office position due to restructuring) and Fire Department (Fire Chief retirement). Also associated with personnel costs but unknown at this time are the impacts of negotiations for AFSCME General, Parks & Recreation and Library Groups; and Fire Union mediation and potential arbitration. The Police Department is settled through December 2014 due to the change to 12-hour shifts in 2013. These issues along with discussions of the cost of a compensation study and potential implementation costs will be held during a joint Committee #1 and Committee #2 meeting set for Tuesday, October 22. Revenue impacts for 2014 including a levy limit discussion will be held during a future Committee #1 meeting. Organizations requesting 2014 City funding will present their requests at the October 22 meeting.

No action taken.

4. Adjournment.

Motion by Mason/Adrian to adjourn at 1:10 PM. **All present voted aye. Motion carried.**

**Minutes submitted by,
Lynne Bauer, Finance Manager/Treasurer**



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

January 17, 2013

VIA UPS OVERNIGHT

CHIPPEWA FALLS POOL
ATTN: RICHARD HEBERT
30 W. CENTRAL ST.
CHIPPEWA FALLS, WI 54729

Re: Claim Number(s): 9014534
Property Location: 1 BRIDGEWATER AVE
CHIPPEWA FALLS, WI 54729

Dear RICHARD HEBERT:

Thank you for returning a Claim Resolution Agreement (“Agreement”) and for your participation in the DuPont™ Imprelis® Claims Resolution Process. We have reviewed the Agreement submitted for the above property and require additional information before we can continue processing the above-referenced claim(s). Please note that this letter only applies to the property identified above. If you submitted claims for other properties, those claims will be or have been addressed separately.

In order to continue processing the above-referenced claim(s), please provide the information requested in the table below. Please note that if more than one reason is identified below then documents must be provided in response to each reason. The claim(s) cannot be processed further until you provide us with **ALL** of the requested documentation.

Reason Claim(s) Cannot Be Processed	What You Need To Do
<p>No evidence was provided to demonstrate that the person who signed the Agreement has authority to enter into the Agreement on behalf of the Property Owner of record.</p>	<p>Please provide a brief statement identifying the relationship between the person who signed the Agreement and the property owner and provide evidence of the person's authority to sign the Agreement.</p> <p>A. <u>If the property is owned by a corporation, organization or other entity</u>, the following may be considered proper evidence of authority:</p> <ul style="list-style-type: none"> • Executed documents of incorporation, bylaws or other entity documents showing the relationship between the person who signed the Agreement and the entity; • Evidence of signing authority for associated bank accounts; • Board meeting minutes, notes, or memoranda showing the entity has authorized the individual to sign the Agreement; and/or • Business licenses. <p>B. <u>If the property is owned by an individual</u>, the following may be considered proper evidence of authority:</p> <ul style="list-style-type: none"> • Power of attorney; • Documents creating trusteeship; • Guardianship documents; and/or • Letters testamentary, probate documents, or other documents creating an executor or administrator relationship. <p>When returning the evidence of authority, <u>please also attach this cover letter.</u></p>

Please provide all the requested information within 30 days and return 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

If you are unable to provide the documentation requested in this letter, please provide us with a brief written explanation. We request your response within (30) thirty days from the date of this letter. Once we receive all of the required documentation, we can then move forward with processing the claim(s).

If you have questions, please call us at 1-866-796-4783.

Sincerely,



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

November 16, 2012

VIA UPS OVERNIGHT

CHIPPEWA FALLS POOL
ATTN: KEVIN SWEENEY
30 W. CENTRAL ST.
CHIPPEWA FALLS, WI 54729

Re: Claim Number: 9014534
Property Location: 1 BRIDGEWATER AVE
CHIPPEWA FALLS, WI 54729

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 7 specified tree(s) from your property.
- Pay you \$24,820.00 that you can use to arrange for the replacement of those 7 tree(s).
- Pay you \$1,050.00 to provide new tree maintenance for your replacement tree(s).
- Pay you \$754.00 that you can use to purchase tree care for 4 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 \$4,721.10 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 1 BRIDGEWATER AVE, CHIPPEWA FALLS, WI 54729. 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 BIOLAWN INC or a tree removal company designated by DuPont 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 \$24,820.00 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) BIOLAWN INC, (b) one of DuPont’s designated qualified tree replacers, or (c) 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. If Owner chooses to purchase a replacement tree from BIOLAWN INC, Owner should inquire about any applicable replacement tree warranty. 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 \$754.00 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 \$4,721.10 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
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.

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 Impreliis® 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:

Witness:

Signature

Signature

Printed Name

Printed Name

Title (if applicable)

Date

Business Name (if applicable)

Address

Social Security or Tax ID No.
Required for Payment Purposes

City, State Zip

Date

Telephone Number

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

Tree No.	Tree Species	Height (feet)	Removed Tree Value
2	Cedar	20	\$1,910.00
3	Cedar	26	\$3,500.00
4	Cedar	28	\$4,000.00
5	Cedar	20	\$1,910.00
6	Cedar	25	\$3,500.00
7	Spruce Black Hills	25	\$3,500.00
8	Pine White	38	\$6,500.00

**TABLE 2
TREES RECOMMENDED FOR CARE PROGRAM**

Tree No.	Tree Species	Height (feet)	Service Value
1	Spruce Black Hills	14	\$105.00
9	Spruce Black Hills	38	\$209.00
10	Pine White	40	\$209.00
11	Pine White	48	\$231.00

**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	\$4,850.00
Removed Tree Value	Payment	\$24,820.00
Replacement New Tree Maintenance	Payment	\$1,050.00
Care Program for Existing Trees	Payment	\$754.00
Total Claim Value		\$31,474.00
Additional Compensation -- 15% of Total Claim Value	Payment	\$4,721.10

**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 1)

This Imprelis® Claim Form must be completed and postmarked no later than November 30, 2011.

Your Property Location ID is:
Your Lawn Care Company ID is: 32830024

A. PROPERTY LOCATION:

Address: 1 Bridgewater Ave City: CHIPPewa FALLS
Address Line 2: _____ State, Zip Code: WI 54729
Property Owner:
Business Name (if applicable): Chippewa Falls Pool
Contact First Name: Kevin Phone Number: 715-210-4045
Contact Last Name: Sweeney Email Address: _____

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: _____

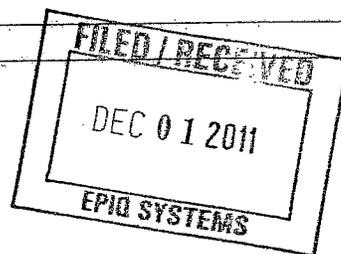
Did you own this property as of March 1, 2011? Yes No

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: 30 W. Central St. City: _____
Address Line 2: _____ State, Zip Code: _____



B. LAWN CARE COMPANY:

Company: BIOLAWN INC Address: 651 HAYWARD Ave N
Last Name: _____ Address Line 2: _____
First Name: _____ City: OAKDALE
Phone Number: 612-408-3665 State, Zip Code: MN 55120
Email Address: _____ Tax ID Number: _____

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: _____ Filed: USBC - ---
Last Name: _____ Address Line 2: _____ Imprelis, Et Al.
First Name: _____ City: _____ 00-00000 (IMP) 0009014534
Phone Number: _____ State, Zip Code: _____
Email Address: _____ Claim No. (if known): _____



Has the property owner or the lawn care company received payment from an insurance company related to impacted trees listed on Tree Detail Listing (Section D of Claim Form)? Yes or No
If yes, please detail amount received, and recipient: _____

D. TREE DETAIL LISTING

Property Location ID: ~~33301604~~

Chippewa Falls Pool

1 Bridge water Ave

Chippewa Falls WI

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			B.H. Spruce	14		1	2	Flat	N		
2			Cedar	20		4	2	"	N		
3			"	26		4	2	"	N		
4			"	28		4	2	"	N		
5			"	20		4	2	"	N		
6			"	25		4	2	"	N		
7			B.H. Spruce	25		4	2	"	N		
8		X		38		2	2	"	N		
9			B.H. Spruce	38		1	2	"	N		
10		X		40		1	2	"	N		
11		X		48		1	2	"	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."

CHIPPEWA FALLS POOL

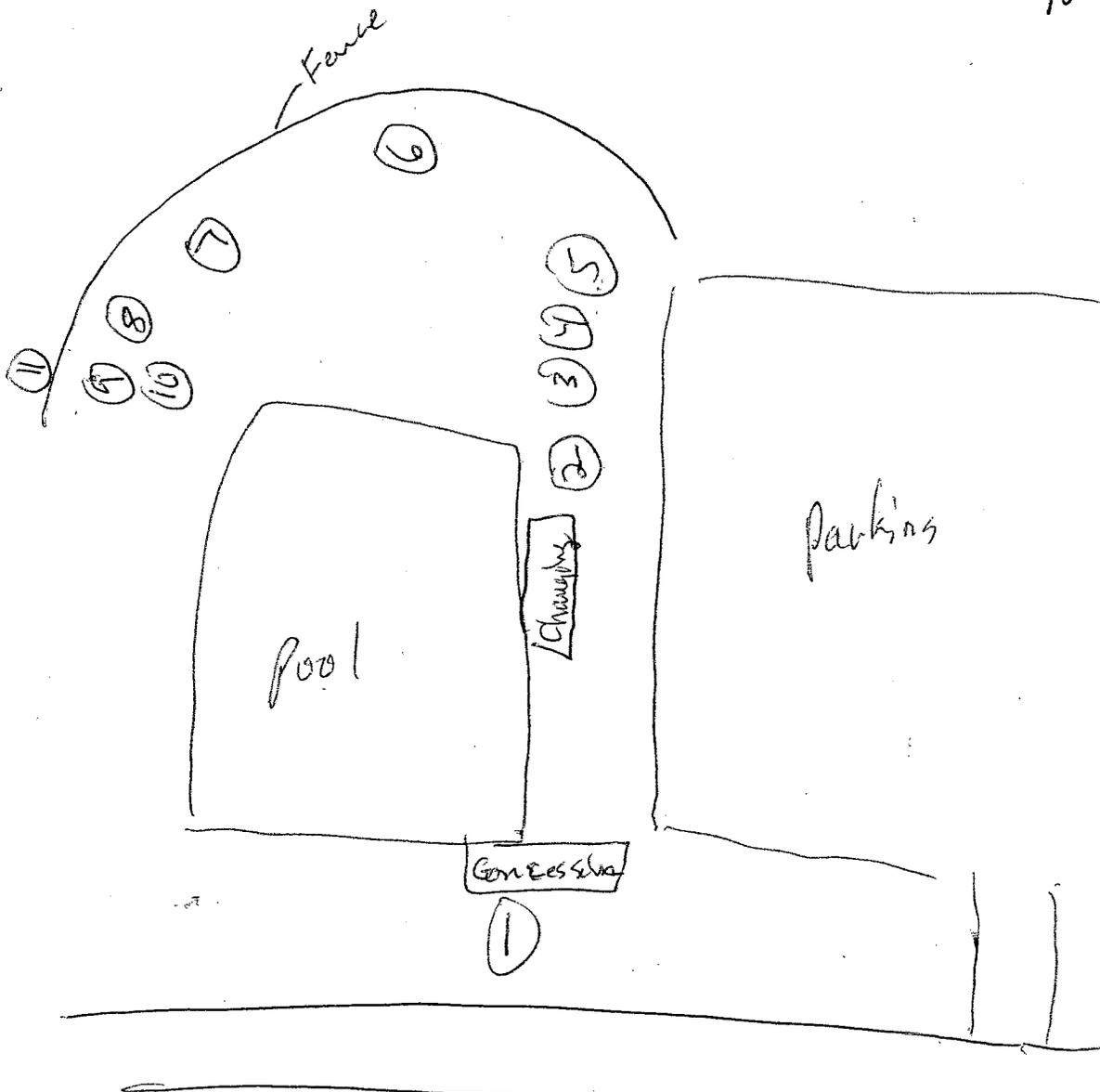
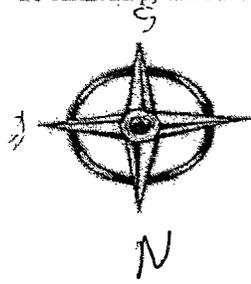
E. SITE MAP

Property Location ID:

Site Map

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

To orient map, enter North



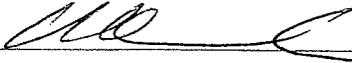
H. LAWN CARE COMPANY AND PROPERTY OWNER CONSENT FORM:

Property Location ID:

Lawn Care Professional – 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: 11/21/11

Name (please print): William Lewis

Signature: 

Property Owner – I authorize the Lawn Care Company 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 Lawn Care Company with authorization to access my property for purposes of gathering this information at mutually agreed upon time(s). I understand that the Lawn Care Company's collection and provision of this information to DuPont may directly affect the resolution of my claims through DuPont's claims process.

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 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: 11-21-2011

Name (please print): Kevin Sweeney

Signature: 

F. EPA QUESTIONNAIRE:

Property Location ID:

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: 11/18/11
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:

Lawn Care Company – I certify that (a) the foregoing is true and correct to the best of my knowledge, information and belief, and (b) Imprelis® was applied during 2011 to the property detailed on this Claim Form.

Date: 11/21/11

Name (please print): William Cowan

Signature: [Handwritten Signature]

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: 11-21-2011

Name (please print): Kevin Sweeney

Signature: Kevin Sweeney

Service Address:
 Chippewa Falls Petting Zoo
 30 W Central St
 Chippewa Falls WI 54729



CUST #: 1527
 HOME PH: (715)723-0051 Bill
 WORK PH: (715)723-3890
 CELL: (715)210-4045 Kevin
 PRINTED: 05/22/11 WDC

OK 5-24-11 JS

RTE/DAY CD: W01 0 SEQ #: 11
 SCHEDULED: 05/26/11
 SIZE: 8.00 MHS: 0.40
 SINCE DATE: 03/12/08 Mark Entsminger

Directions	Scheduled Programs	Today's Services	Sold By	Price	Customer And Service Notes	
	4A ->SYYY	F42 Late Spring		35.00	<p>Call Ahead: Business Hours</p> <p>Do same day as pool. Schedule pool ap with Kevin and have him let you know if its alright to do petting zoo right after.</p> <p>Weekdays/Weekend 7-10am</p> <p>DRIVER INITIALS: <i>AKING</i> Pool is closed right now OK to do. Once pool is open - NEEDS TO BE DONE EARLY MORNING! 5-24-11 JS</p>	
Map	Scheduled Specials:	Total	After Adj.	Tax		Net \$
Flag Cds	LIM	35.00	35.00	0.00	35.00	
DATE	CD	ID	AMOUNT	PRODUCTS	CONDITIONS	NOTES
06/10/10	A	II	3.00			Interest Charge
06/21/10	P		-35.00			
06/29/10	T	L 02	35.00			
07/13/10	S	LIM MK	40.00			
07/26/10	P		-35.00			
08/23/10	P		-40.00			
09/11/10	T	L 03	35.00			
10/21/10	T	L 04	35.00			
10/25/10	P		-35.00			
12/05/10	P		-35.00			
03/09/11	A	RI	-3.00			Correction for reversal
05/03/11	T	L 01	35.00			

DRIVER NOTES

46-B-D
1627 Impredis (1020 SF)

CONDITION CODES

PRODUCT

Products of PE Chart

Amount

Products of PE Chart

Amount

Products of PE Charts

Amount

EXTRA PRODUCTS/SERV

Product

Amount

Product

Amount

Product

Amount

SPECIALIST:

ME 266700

DATE: 5.27.11

TIME:

CHARGE:

EAA 352-793



- DO NOT MOW FOR _____ HRS.
- DO NOT WATER FOR _____ HRS.
- WATER LAWN MORE OFTEN
- SHARPEN MOWER BLADES
- RAISE MOWER HEIGHT
- KEEP CHILDREN AND PETS OFF THE LAWN FOR _____ HRS.

WEATHER COND _____

TEMPERATURE _____

PLEASE NOTE

2014 Budget Discussion Items - Committee #1 October 15, 2013

EXPENSES:			
Employee Health Insurance Plan	Committee #1/Committee #2	Current Projected Increase	\$241,000
Personnel Changes	Committee #1/Committee #2	Public Works	
		Police Dept - Business	
		Fire Dept - Fire Chief	
Negotiations	Committee #1/Committee #2	AFSCME; P&R; Library	
		Fire Mediation/Arbitration	
		Police - Settled for 2014	
Donation Expenses	Committee #1	Current Funding \$51,000	
Compensation Study/Implementation Costs	Committee #1/Committee #2		
REVENUES:			
Levy	Committee #1		
Review Account Funding (State/Fees)	Committee #1		

