

City of Plainwell



Brad Keeler, Mayor
Lori Steele, Mayor Pro-Tem
Todd Overhuel, Council Member
Roger Keeney, Council Member
Randy Wisnaski, Council Member

Department of Administration Services
211 N. Main Street
Plainwell, Michigan 49080
Phone: 269-685-6821 Fax: 269-685-7282
Web Page Address: www.plainwell.org

“The Island City”

AGENDA

Plainwell City Council

Monday, December 27, 2021 - 7:00PM

Plainwell City Hall Council Chambers

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Approval of Minutes** – December 13, 2021 Regular Meeting & Closed Session
6. **General Public Comments**
7. **County Commissioner Report**
8. **Agenda Amendments**
9. **Mayor's Report**
10. **Recommendations and Reports:**
 - A. **Boards & Commissions Appointment List**

Council will consider confirming the Mayor’s re-appointment of several community members to various boards and commissions.
 - B. **Resolution 2021-21 – Section 125 Plan Document Amendment**

Council will consider changes to the Plan Document for employee benefits.
 - C. **WR – Annual Purchase of Calcium Nitrate (Bioxide)**

Council will consider approving a contract with Evoqua Water Technologies for chemical purchases for the water renewal process at an estimated cost of \$33,347.00.
 - D. **Paper Mill Demolition Project – Pay Request #7**

Council will consider approving Pay Request Application #7 for Melching, Inc. in an amount not to exceed \$403,720.65, authorizing the City Manager to finalize the actual amount to be paid.
 - E. **2021/2022 Budget Amendment - Encumbrance Rollover**

Council will consider a budget amendment for the 2020/2021 purchases rolled over to the current budget.
 - F. **Resolutions 2022-01 through 2022-05**

Council will consider adopting Resolutions 2022-01 thru 2022-05 for Ordinance Enforcement Officers, 2022 Council Meeting Dates, 2022 Employee Holiday Dates, 2022 Street Flag Dates and 2022 Street Closures.
11. **Communications:** The November 2021 Water Renewal Report.
12. **Accounts Payable - \$356,139.42**
13. **Public Comments**
14. **Staff Comments**
15. **Council Comments**
16. **Adjournment**

Note: All public comment limited to two minutes, when recognized please rise and give your name and address

The Island City

Plainwell is an equal opportunity provider and employer

MINUTES
Plainwell City Council
December 13, 2021

1. Mayor Keeler called the regular meeting to order at 7:00 PM in City Hall Council Chambers.
2. Peter Dams from Lighthouse Baptist Church gave the invocation.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Mayor Keeler, Mayor Pro Tem Steele, Councilmember Overhuel, Councilmember Keeney and Councilmember Wisnaski. Absent: None.
5. Approval of Minutes/Summary:
A motion by Steele, seconded by Overhuel, to accept and place on file the Council Minutes of the 11/22/2021 regular meeting. On a voice vote, all voted in favor. Motion passed.
6. Public Comment: None.
7. County Commissioner Report: None.
8. Agenda Amendments: None.
9. Mayor's Report:
Mayor Keeler praised the recent Holiday Festival downtown.
10. Recommendations and Reports:
 - A. **A motion by Steele, seconded by Overhuel, to open a Public Hearing at 7:04pm to hear comments for establishing a Commercial Rehabilitation District. On a voice vote, all in favor. Motion passed.**

Community Development Manager Siegel reported application has been made to establish a Commercial Rehabilitation District for 119 West Bridge Street. She introduced owners Mark and Lisa Mezaros who presented their business plans for the project and detailed the structural upgrades as well as improvements to the interior, which will increase the taxable value of the property. Given the investment and the time needed to get the businesses up and running, the designation as a Commercial Rehabilitation District will lessen the property tax burden once the improvements are completed. The owners are relying on the redevelopment grant from the state and this abatement is needed for grant approval.

No public comment.

A motion by Keeney, seconded by Wisnaski, to close the Public Hearing at 7:21pm. On a voice vote, all in favor. Motion passed.

A motion by Overhuel, seconded by Steele, to adopt Resolution 2021-19 approving a Commercial Rehabilitation District for 119 West Bridge Street. On a voice vote, all voted in favor. Motion passed.

- B.** City Manager reported a recommendation by Superintendent Pond to replace a programmable logic computer to monitor the methane gas holding system. Work has previously been done by local sole-source provider, Perceptive Controls.
A motion by Steele, seconded by Overhuel, to approve the upgrade of a Programmable Logic Computer replacement for the Digester process at the Water Renewal Plant with Perceptive Controls at a cost of \$14,800.00. On a roll call vote, all voted in favor. Motion passed.
- C.** Community Development Manager Siegel has been working with MEDC to solicit proposals for a grant administrator for a CDBG rental rehab grant for 112 N. Main Street. The city acts as applicant for the grant which is slated to provide \$311,000 for rehabilitating four (4) apartments at 112 N. Main Street with three (3) of them designated as “HUD-rental” units.
A motion by Wisnaski, seconded by Steele, to approve a grant administration agreement with Abonmarche Consultants in an amount not to exceed \$15,000.00 for the CDBG grant at 112 N. Main Street. On a roll call vote, all voted in favor. Motion passed.
- D.** City Manager Wilson reported Superintendent Pond solicited bids for the installation of a previously purchased methane accumulator. The installation required specialized fabrication and welding.
A motion by Steele, seconded by Keeney, to approve the installation of a methane accumulator with Franklin Holwerda Company at an estimated cost of \$12,500.00. On a roll call vote, all voted in favor. Motion passed.
- E.** City Manager Wilson updated Council on the Mill project specific to closing up Building 3 and recommended approval of the Change Order with Melching to install a door at an estimated cost of \$160,390.00. The city has applied to extend the grant with the State of Michigan.
A motion by Keeney, seconded by Wisnaski, to approve the change order for modification to the South Wall of Building 3 with Melching, Inc. at an estimated cost of \$160,390.00. On a roll call vote, all voted in favor. Motion passed.
- F.** City Manager Wilson recommending financing the recent purchase of the Meert Property to allow time to investigate sales options and infrastructure improvements prior to extending the Industrial Park. The first step is to advertise a Notice of Intent to Issue Municipal Securities, by resolution.
A motion by Keeney, seconded by Wisnaski, to adopt Resolution 2021-20 as presented. On a roll call vote, all voted in favor. Motion passed.

11. Communications:

- A. A motion by Steele, seconded by Overhuel, to accept and place of file the October 2021 DPS Report, and the November 2021 Investment and Fund Balance Reports. On a voice vote, all in favor. Motion passed.**

12. Accounts Payable:

- A motion by Keeney, seconded by Steele, that the bills be allowed and orders drawn in the amount of \$630,584.89 for payment of same. On a roll call vote, all in favor. Motion passed.**

13. Public Comments: None

14. Staff Comments:

City Manager Wilson reported new water testing requirements from EGLE that are being implemented; he noted being close on completing the William Crispe Lease; he reported waiting for a survey on the Jenson Lot to determine how to split the property and; working on grants for river upgrades. He introduced Deputy City Clerk Maggie Fenger who addressed Council with her history and thanked everyone for this opportunity to serve the community.

Clerk/Treasurer Kelley echoed that Maggie is already hard at work preparing for the 2022 elections and getting up to speed. He reported completion of the audit, which will be presented to Council in January; testing is underway with the New Chart of Accounts; and he is setting up the new budget.

Superintendent Nieuwenhuis noted his crew is ready for winter maintenance. He reminded Council that leaf pickup was completed the week of Thanksgiving when the streets were swept. He reported 23 addresses were identified as having raked leaves after the street sweeping, noting that resources were used (costs incurred) for removing those extra leaves. There was discussion about letters or fines to those who are costing the city for these extra services.

Community Development Manager Siegel reported renewed permit activity for 127 South Main. She also reported the success of the Indoor Farmers Market and updated Council on grant activities.

Deputy Director John Varley reported the "Shop With a Hero" event is scheduled for Wednesday December 15 and that the new officer training is going very well.

15. Council Comments:

Councilmember Wisnaski welcomed Maggie Fenger, praised the Holiday Festival and reminded everyone of the suggestion to use a permanent tree in Hicks Parks for the annual tree lighting.

16. **A motion by Steele, seconded by Overhuel, to go into Closed Session pursuant to MCL 15.268(h) to consider a written attorney opinion exempt from discussion or disclosure by state or federal statute at 8:16pm. On a roll call vote, all in favor. Motion passed.**

A motion by Steele, seconded by Overhuel, to returned to the Regular Meeting at 9:03pm. On a voice vote, all in favor. Motion passed.

17. Adjournment:

A motion by Steele, seconded by Overhuel, to adjourn the meeting at 9:03 PM. On voice vote, all voted in favor. Motion passed.

Minutes respectfully
Submitted by,
Brian Kelley
City Clerk/Treasurer

MINUTES APPROVED BY CITY COUNCIL
December 27, 2021

Brian Kelley, City Clerk

**City of Plainwell
Boards & Commissions
Appointment List
December 2021**

Parks & Trees Commission 2-year term

Shirley DeYoung 12/2023
Marsha Keeler 12/2023

Planning Commission 3-year term

Rachel Collingsworth 12/2024

Current Vacancies

Compensation Commission (1)
Parks & Trees Commission (1)

CITY OF PLAINWELL
COUNTY OF ALLEGAN
STATE OF MICHIGAN

RESOLUTION NO. # 2021-21

A RESOLUTION TO AMEND THE SECTION 125 FLEXIBLE BENEFIT PLAN

WHEREAS, Section XI of the Section 125 Flexible Benefit Plan (“Plan”) permits amendment to the Plan;

WHEREAS, the Employer desires to amend the Plan to include changes to the Plan language and procedures related to the Coronavirus Aid, Relief, and Economic Security Act (CARES Act);

WHEREAS, in a regular meeting held on July 26, 2021, the Council authorized the City Manager to execute Section 125 Plan Document changes as recommended;

NOW, THEREFORE, the Plan is hereby amended, effective December 27, 2021, or if later, upon execution of this amendment, as follows:

1. Section XIV TEMPORARY COVID RELIEF AMENDMENT is added in its entirety:
- 14.01 PURPOSE: In accordance with changes permitted under The Coronavirus Aid, Relief, and Economic Security Act, 2020, IRS Notice 2020-29, The Consolidated Appropriations Act, 2021, and IRS Notice 2021-15, Employer selected modifications to Plan language and procedures consistent with the following Plan options, as applicable. Notwithstanding any provision of the Plan to the contrary, as elected by the Employer in Item F of the Adoption Agreement, the Plan is hereby amended to adopt the following:
- a. Extended Claims Period: For unused amounts remaining in a Medical Expense Reimbursement Plan or a Dependent Care Reimbursement Plan under the Section 125 Plan as of the end of a grace period or plan year ending in 2020, the Participants may apply those unused amounts to pay or reimburse medical care expenses or dependent care expenses, respectively, incurred through December 31, 2020.
 - b. Mid-Year Election Changes: Each Participant who is eligible to make salary reduction contributions under the Plan may make prospective election changes (including an initial election) during calendar year 2020 regarding

Group Medical Insurance, a Medical Expense Reimbursement Plan, or a Dependent Care Reimbursement Plan, regardless of whether the basis for the election change satisfies the criteria set forth in regular election change rules.

- c. Mid-Year Election Changes for Medical Expense Reimbursement Plan: For plan years ending in 2021, Participants may modify their Medical Expense Reimbursement Plan elections on a prospective basis at any time during the year. No qualifying event is required.
- d. Mid-Year Election Changes for Dependent Care Reimbursement Plan: For plan years ending in 2021, Participants may modify their Dependent Care Reimbursement Plan elections on a prospective basis at any time during the year. No qualifying event is required.
- e. Extended Grace Period: For plan years ending in 2020 and/or 2021, the grace period for Medical Expense Reimbursement Plan and/or Dependent Care Reimbursement Plan is extended to 12 months.
- f. Unlimited Carryover for Medical Expense Reimbursement Plan: All unused funds in the Medical Expense Reimbursement Plan may be carried over to 2021 (from plan year 2020) and/or 2022 (from plan year 2021). There is no carryover maximum.
- g. Dependent Care Reimbursement Plan Age Increase: For Participants enrolled in the Dependent Care Reimbursement Plan for the 2020 Plan Year, the maximum age for children is extended from age 12 to age 13 when paying or reimbursing dependent care expenses incurred during the 2020 Plan Year. Additionally, amounts remaining at the end of the run-out period for the 2020 Plan Year shall be available to pay or reimburse otherwise-eligible dependent care expenses incurred during the 2021 Plan Year for a child who attained age 13 during the 2020 Plan Year (until the child turns age 14) or for another child who turns age 13 during the 2021 Plan Year.
- h. Reimbursement for Non-Active Participants: Participants who cease participation in a Medical Expense Reimbursement Plan during 2020 or 2021 (for example, due to termination of employment) may continue to receive reimbursements from unused balances through the end of the plan year in which such participation ceased (including any grace period).
- i. Dependent Care Reimbursement Plan Maximum Increase: For the 2021 calendar year only, Dependent Care Reimbursement Plan maximums may be increased to \$10,500 per family (\$5,250 for married individuals filing a joint return).

2. This amendment is effective for medical expenses incurred after December 31, 2019.
3. Other than changes made herein, the Plan shall remain in full force and effect.

BE IT FURTHER RESOLVED that the officers of the Employer are authorized and directed to take any and all action as may be necessary to effectuate this Resolution.

Yeas:

Nays:

Absent:

RESOLUTION DECLARED ADOPTED:

Date: December 27, 2021

Brian Kelley, Clerk/Treasurer

CERTIFICATION

I, Brian Kelley, the duly appointed Clerk of the City of Plainwell, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Plainwell City Council at a regular meeting held December 27, 2021 in compliance with the Open Meeting Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, the minutes of the meeting were kept and will be or have been made available as required by said Act.

City of Plainwell

By: _____

City of Plainwell Section 125 Flexible Benefit Plan

Plan Year
August thru July

Effective August 1, 2021

ADOPTED DECEMBER 27, 2021

As its Clerk/Treasurer, I Brian Kelley certify that this is a true and complete copy adopted by the City Council of the City of Plainwell, Allegan County, Michigan, at a regular meeting held on December 27, 2021

Brian Kelley Clerk/Treasurer

Date

**SECTION 125 FLEXIBLE BENEFIT PLAN
ADOPTION AGREEMENT**

The undersigned Employer hereby adopts the Section 125 Flexible Benefit Plan for those Employees who shall qualify as Participants hereunder. The Employer hereby selects the following Plan specifications:

A. EMPLOYER INFORMATION

Name of Employer:	CITY OF PLAINWELL
Address:	211 N MAIN ST PLAINWELL, MI 49080
Employer Identification Number:	38-6004724
Nature of Business:	GOVERNMENT
Name of Plan:	CITY OF PLAINWELL Flexible Benefit Plan
Plan Number:	501
Plan Description:	125/Flex/Limited Flex/HSA

B. EFFECTIVE DATE

Original effective date of the Plan:	September 1, 1996
If Amendment to existing plan, effective date of amendment:	August 1, 2021

C. ELIGIBILITY REQUIREMENTS FOR PARTICIPATION

Eligibility requirements for each component plan under this Section 125 document will be applicable and, if different, will be listed in Item F.

Length of Service:	First day of the month following 30 days of service.
Retiree Wording:	N/A
Minimum Hours:	All employees with 20 hours of service or more each week. An hour of service is each hour for which an employee receives, or is entitled to receive, payment for performance of duties for the Employer.
Age:	Minimum age of 18.0 years.

D. PLAN YEAR

The current plan year will begin on August 1, 2021 and end on July 31, 2022.
Each subsequent plan year will begin on August 1 and end on July 31.

E. EMPLOYER CONTRIBUTIONS

Non-Elective Contributions:

The maximum amount available to each Participant for the purchase of elected benefits with non-elective contributions will be:

Employer may furnish a non-elective contribution as shown in the enrollment materials. If an employee opts out of coverage, he/she may receive \$2700 per year as taxable cash.

The Employer may at its sole discretion provide a non-elective contribution to provide benefits for each Participant under the Plan. This amount will be set by the Employer each Plan Year in a uniform and non-discriminatory manner. If this non-elective contribution amount exceeds the cost of benefits elected by the Participant, excess amounts will not be paid to the Participant as taxable cash. For HSA eligible active employees enrolled in the employer medical coverage, the city will contribute \$2400 for a single and \$4800 for a family in August of each year, prorated if less than 12 months. If there is a need for additional funds the city will reimburse the least of maximum amount allowed by the IRS or maximum out of pocket per medical coverages. For active employees with adult on the employer medical plan, the Employer agrees to give the employees the option to elect a portion of the City provided HSA contribution to be taken as taxable income to cover the adult child's out of pocket expenses.

Elective Contributions (Salary Reduction):

The maximum amount available to each Participant for the purchase of elected benefits through salary reduction will be:

\$25000.00 per plan year.

Each Participant may authorize the Employer to reduce his or her compensation by the amount needed for the purchase of benefits

elected, less the amount of non-elective contributions. An election for salary reduction will be made on the benefit election form.

F. AVAILABLE BENEFITS: Each of the following components should be considered a plan that comprises this Plan.

1. **Group Medical Insurance** -- The terms, conditions, and limitations for the Group Medical Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)
Priority Health | American Fidelity Assurance Company Accident Only and Group Hospital Indemnity | Aflac Accident, Hospital Indemnity, Personal Sickness & Specified Health Event |
Eligibility Requirements for Participation, if different than Item C.
All Employees with 40 hours of service or more each week, excluding seasonal and temporary employees.
2. **Disability Income Insurance** -- The terms, conditions, and limitations for the Disability Income Insurance will be as set forth in the insurance policy or policies described below: (See Section VI of the Plan Document)

N/A

Eligibility Requirements for Participation, if different than Item C.

3. **Cancer Coverage** -- The terms, conditions, and limitations for the Cancer Coverage will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

American Fidelity Assurance Company C-11 and subsequent policies | Aflac |

Eligibility Requirements for Participation, if different than Item C.

4. **Dental/Vision Insurance** -- The terms, conditions, and limitations for the Dental/Vision Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

Delta Dental | VSP |

Eligibility Requirements for Participation, if different than Item C.

Delta Dental: All employees with 40 hours of service or more each week, excluding seasonal & temporary employees.

5. **Group Life Insurance** which will be comprised of Group term life insurance and Individual term life insurance under Section 79 of the Code.

The terms, conditions, and limitations for the Group Life Insurance will be as set forth in the insurance policy or policies described below: (See Section VII of the Plan Document)

Madison National Life | American Fidelity Assurance Company |

Individual life coverage under Section 79 is available as a benefit, and the face amount when combined with the group-term life, if any, may not exceed \$50,000.
Eligibility Requirements for Participation, if different than Item C.

Madison National Life: All employees with 40 hours of service or more each week, excluding seasonal & temporary employees.

6. **Dependent Care Assistance Plan** -- The terms, conditions, and limitations for the Dependent Care Assistance Plan will be as set forth in Section IX of the Plan Document and described below:

Minimum Contribution - **\$0.00** per Plan Year

Max Contribution - **\$10500.00** 2021 \$5000 2022

Fidelity Assurance Company is Recordkeeper

Eligibility Requirements for Participation, if different than Item C.

All employees with 40 hours of service or more each week, excluding seasonal & temporary employees.

7. **Medical Expense Reimbursement Plan** (a.k.a. Healthcare Flexible Spending Account) -- The terms, conditions, and limitations for the Medical Expense Reimbursement Plan will be as set forth in Section VIII of the Plan Document and described below:

Minimum Coverage - **\$0.00** per Plan Year or a Prorated Amount for a Short Plan Year.

Maximum Coverage - **\$2750.00** per Plan Year or a Prorated Amount for a Short Plan Year. In no event can the maximum exceed the limit as indicated by the IRS in accordance with the law.

Recordkeeper: American Fidelity Assurance Company

Restrictions: N/A

Grace Period: The Provisions in Section 8.06 of the Plan to permit a Grace Period with respect to the Medical Expense Reimbursement Plan **are not** elected.

Carryover: The Provisions in Section 8.07 of the Plan to permit a Carryover with respect to the Medical Expense Reimbursement Plan **are** elected.

Carryover Maximum: \$ 550.00 per Plan Year.

HEART Act: The provisions in Section 8.08 of the Plan to permit the Qualified Reservist Distribution of the Heroes Earnings Assistance and Relief Tax Act (HEART) are elected.

Eligibility Requirements for Participation, if different than Item C.

All employees with 40 hours of service or more each week, excluding seasonal & temporary employees.

8. **Health Savings Accounts** – The Plan permits contributions to be made to a Health Savings Account on a pretax basis in accordance with Section X of the Plan and the following provisions:

HSA Trustee – **First Fidelity Bank N A**

Maximum Contribution – **indexed annually by the IRS.**

Limitation on Eligible Medical Expenses – For purposes of the Medical Reimbursement Plan, Eligible Medical Expenses of a Participant that is eligible for and elects to participate in a Health Savings Account shall be limited to expenses for:

Dental and Vision

Eligibility Requirements for Participation, if different than Item C.

- a. An Employee must complete a Certification of Health Savings Account Eligibility which confirms that the Participant is an eligible individual who is entitled to establish a Health Savings Account in accordance with Code Section 223(c)(1).
- b. Eligibility for the Health Savings Account shall begin on the later of (i) first day of the month coinciding with or next following the Employee's commencement of coverage under the High Deductible Health Plan, or (ii) the first day following the end of a Grace Period available to the Employee with respect to the Medical Reimbursement Accounts that are not limited to vision and dental expenses (unless the participant has a \$0.00 balance on the last day of the plan year).
- c. An Employee's eligibility for the Health Savings Account shall be determined monthly.

9. **Temporary COVID Relief Amendment**—The Plan permits the following Changes in accordance with Section XIV of the Plan, and as selected by the Employer.

CARES Act Carryover Increase
CAA FSA Grace Period Extension 2020
CAA FSA Grace Period Extension 2021
CAA DCA One Year Extended 2020
CAA DCA One Year Extended 2021
CAA FSA Unlimited Carryover 2020
CAA FSA Unlimited Carryover 2021
CAA FSA Midyear Election Changes
CAA DCA Midyear Election Changes
CAA DCA Age Increase

The Plan shall be construed, enforced, administered, and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974, (as amended) if applicable, the Internal Revenue Code of 1986 (as amended), and the laws of the State of Michigan. Should any provision be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only, will be deemed not to include the provision determined to be void.

This Plan is hereby adopted _____.

**CITY OF PLAINWELL -
(Name of Employer)**

Signed By: _____

Title: _____

APPENDIX A

Related Employers that have adopted this Plan

**Name(s):
N/A**

SECTION 125 FLEXIBLE BENEFIT PLAN

SECTION I

PURPOSE

The Employer is establishing this Flexible Benefit Plan in order to make a broader range of benefits available to its Employees and their Beneficiaries. This Plan allows Employees to choose among different types of benefits and select the combination best suited to their individual goals, desires, and needs. These choices include an option to receive certain benefits in lieu of taxable compensation.

In establishing this Plan, the Employer desires to attract, reward, and retain highly qualified, competent Employees, and believes this Plan will help achieve that goal.

It is the intent of the Employer to establish this Plan in conformity with Section 125 of the Internal Revenue Code of 1986, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service. This Plan will grant to eligible Employees an opportunity to purchase qualified benefits which, when purchased alone by the Employer, would not be taxable.

SECTION II

DEFINITIONS

The following words and phrases appear in this Plan and will have the meaning indicated below unless a different meaning is plainly required by the context:

- 2.01 **Administrator** The Employer unless another has been designated in writing by the Employer as Administrator within the meaning of Section 3(16) of ERISA (if applicable).
- 2.02 **Beneficiary** Any person or persons designated by a participating Employee to receive any benefit payable under the Plan on account of the Employee's death.
- 2.02a **Carryover** The amount equal to the lesser of (a) any unused amounts from the immediately preceding Plan Year or (b) an amount up to \$550, as indexed for inflation, paralleling the indexing applicable to the limit on salary reduction contributions under Code Section 125(i) of the Code, except that in no event may the Carryover be less than five dollars (\$5).
- 2.03 **Code** Internal Revenue Code of 1986, as amended.
- 2.04 **Dependent** Any of the following:
- (a) Tax Dependent: A Dependent includes a Participant's spouse and any other person who is a Participant's dependent within the meaning of Code Section 152, provided that, with respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Participant's dependent (i) is any person within the meaning of Code Section 152, determined without regard to Subsections (b)(1), (b)(2), and

(d)(1)(B) thereof, and (ii) includes any child of the Participant to whom Code Section 152(e) applies (such child will be treated as a dependent of both divorced parents).

(b) Student on a Medically Necessary Leave of Absence: With respect to any plan that is considered a group health plan under Michelle's Law (and not a HIPAA excepted benefit under Code Sections 9831(b), (c) and 9832(c)) and to the extent the Employer is required by Michelle's Law to provide continuation coverage, a Dependent includes a child who qualifies as a Tax Dependent (defined in Section 2.04(a)) because of his or her full-time student status, is enrolled in a group health plan, and is on a medically necessary leave of absence from school. The child will continue to be a Dependent if the medically necessary leave of absence commences while the child is suffering from a serious illness or injury, is medically necessary, and causes the child to lose student status for purposes of the group health plan's benefits coverage. Written physician certification that the child is suffering from a serious illness or injury and that the leave of absence is medically necessary is required at the Administrator's request. The child will no longer be considered a Dependent as of the earliest date that the child is no longer on a medically necessary leave of absence, the date that is one year after the first day of the medically necessary leave of absence, or the date benefits would otherwise terminate under either the group health plan or this Plan. Terms related to Michelle's Law, and not otherwise defined, will have the meaning provided under the Michelle's Law provisions of Code Section 9813.

(c) Adult Children: With respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Dependent includes a child of a Participant who as of the end of the calendar year has not attained age 27. A 'child' for purpose of this Section 2.04(c) means an individual who is a son, daughter, stepson, or stepdaughter of the Participant, a legally adopted individual of the Participant, an individual who is lawfully placed with the Participant for legal adoption by the Participant, or an eligible foster child who is placed with the Participant by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. An adult child described in this Section 2.04(c) is only a Dependent with respect to benefits provided after March 30, 2010 (subject to any other limitations of the Plan).

Dependent for purposes of the Dependent Care Reimbursement Plan is defined in Section 9.04(a).

2.05 **Effective Date** The effective date of this Plan as shown in Item B of the Adoption Agreement.

2.06 **Elective Contribution** The amount the Participant authorizes the Employer to reduce compensation for the purchase of benefits elected.

- 2.07 **Eligible Employee** Employee meeting the eligibility requirements for participation as shown in Item C of the Adoption Agreement.
- 2.08 **Employee** Any person employed by the Employer on or after the Effective Date.
- 2.09 **Employer** The entity shown in Item A of the Adoption Agreement, and any Related Employers authorized to participate in the Plan with the approval of the Employer. Related Employers who participate in this Plan are listed in Appendix A to the Adoption Agreement. For the purposes of Section 11.01 and 11.02, only the Employer as shown in Item A of the Adoption Agreement may amend or terminate the Plan.
- 2.10 **Employer Contributions** Amounts that have not been actually received by the Participant and are available to the Participant for the purpose of selecting benefits under the Plan. This term includes Non-Elective Contributions and Elective Contributions through salary reduction.
- 2.11 **Entry Date** The date that an Employee is eligible to participate in the Plan.
- 2.12 **ERISA** The Employee Retirement Income Security Act of 1974, Public Law 93-406 and all regulations and rulings issued thereunder, as amended (if applicable).
- 2.13 **Fiduciary** The named fiduciary shall mean the Employer, the Administrator and other parties designated as such, but only with respect to any specific duties of each for the Plan as may be set forth in a written agreement.
- 2.14 **Health Savings Account** A "health savings account" as defined in Section 223(d) of the Internal Revenue Code of 1986, as amended established by the Participant with the HSA Trustee.
- 2.15 **HSA Trustee** The Trustee of the Health Savings Account which is designated in Section F.8 of the Adoption Agreement.
- 2.16 **Highly Compensated** Any Employee who at any time during the Plan Year is a "highly compensated employee" as defined in Section 414(q) of the Code.
- 2.17 **High Deductible Health Plan** A health plan that meets the statutory requirements for annual deductibles and out-of-pocket expenses set forth in Code section 223(c)(2).
- 2.18 **HIPAA** The Health Insurance Portability and Accountability Act of 1996, as amended.

- 2.19 **Insurer** Any insurance company that has issued a policy pursuant to the terms of this Plan.
- 2.20 **Key Employee** Any Participant who is a "key employee" as defined in Section 416(i) of the Code.
- 2.21 **Non-Elective Contribution** A contribution amount made available by the Employer for the purchase of benefits elected by the Participant.
- 2.22 **Participant** An Employee who has qualified for Plan participation as provided in Item C of the Adoption Agreement.
- 2.23 **Plan** The Plan referred to in Item A of the Adoption Agreement as may be amended from time to time.
- 2.24 **Plan Year** The Plan Year as specified in Item D of the Adoption Agreement.
- 2.25 **Policy** An insurance policy issued as a part of this Plan.
- 2.26 **Preventative Care** Medical expenses which meet the safe harbor definition of "preventative care" set forth in IRS Notice 2004-23, which includes, but is not limited to, the following: (i) periodic health evaluations, such as annual physicals (and the tests and diagnostic procedures ordered in conjunction with such evaluations); (ii) well-baby and/or well-child care; (iii) immunizations for adults and children; (iv) tobacco cessation and obesity weight-loss programs; and (v) screening devices. However, preventative care does not generally include any service or benefit intended to treat an existing illness, injury or condition.
- 2.27 **Recordkeeper** The person designated by the Employer to perform recordkeeping and other ministerial duties with respect to the Medical Expense Reimbursement Plan and/or the Dependent Care Reimbursement Plan.
- 2.28 **Related Employer** Any employer that is a member of a related group of organizations with the Employer shown in Item A of the Adoption Agreement, and as specified under Code Section 414(b), (c) or (m).

SECTION III

ELIGIBILITY, ENROLLMENT, AND PARTICIPATION

- 3.01 **ELIGIBILITY:** Each Employee of the Employer who has met the eligibility requirements of Item C of the Adoption Agreement will be eligible to participate in the Plan on the Entry Date specified or the Effective Date of the Plan, whichever is later. Dependent eligibility to receive benefits under any of the plans listed in Item F of the Adoption Agreement will be described in the documents governing those benefit plans. To the extent a Dependent is eligible to receive benefits under a plan listed in Item F, an

Eligible Employee may elect coverage under this Plan with respect to such Dependent. Notwithstanding the foregoing, life insurance coverage on the life of a Dependent may not be elected under this Plan.

- 3.02 **ENROLLMENT**: An eligible Employee may enroll (or re-enroll) in the Plan by submitting to the Employer, during an enrollment period, an Election Form which specifies his or her benefit elections for the Plan Year and which meets such standards for completeness and accuracy as the Employer may establish. A Participant's Election Form shall be completed prior to the beginning of the Plan Year, and shall not be effective prior to the date such form is submitted to the Employer. Any Election Form submitted by a Participant in accordance with this Section shall remain in effect until the earlier of the following dates: the date the Participant terminates participation in the Plan; or, the effective date of a subsequently filed Election Form.

A Participant's right to elect certain benefit coverage shall be limited hereunder to the extent such rights are limited in the Policy. Furthermore, a Participant will not be entitled to revoke an election after a period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage unless both the revocation and the new election are on account of and consistent with a change in status, or other allowable events, as determined by Section 125 of the Internal Revenue Code and the regulations thereunder.

- 3.03 **TERMINATION OF PARTICIPATION**: A Participant shall continue to participate in the Plan until the earlier of the following dates:
- a. The date the Participant terminates employment by death, disability, retirement or other separation from service; or
 - b. The date the Participant ceases to work for the Employer as an eligible Employee; or
 - c. The date of termination of the Plan; or
 - d. The first date a Participant fails to pay required contributions while on a leave of absence.

- 3.04 **SEPARATION FROM SERVICE**: The existing elections of an Employee who separates from the employment service of the Employer shall be deemed to be automatically terminated and the Employee will not receive benefits for the remaining portion of the Plan Year.

- 3.05 **QUALIFYING LEAVE UNDER FAMILY LEAVE ACT**: Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain the Participant's existing coverage under the Plan with respect to benefits under Section V and Section VIII of the Plan on the same terms and conditions as though he were still an active Employee. If the Employee opts to continue his coverage, the Employee may pay his Elective Contribution with after-tax dollars while on leave (or pre-tax dollars to the extent he receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his Elective Contribution for the expected duration of the leave on a pre-tax salary reduction basis out of his pre-leave compensation (including unused sick days or vacation) by making a special election to that effect prior to the date such compensation would normally be made available to him (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his leave, or as otherwise required by the FMLA.

SECTION IV

CONTRIBUTIONS

4.01 EMPLOYER CONTRIBUTIONS: The Employer may pay the costs of the benefits elected under the Plan with funds from the sources indicated in Item E of the Adoption Agreement. The Employer Contribution may be made up of Non-Elective Contributions and/or Elective Contributions authorized by each Participant on a salary reduction basis.

4.02 IRREVOCABILITY OF ELECTIONS: A Participant may file a written election form with the Administrator before the end of the current Plan Year revising the rate of his contributions or discontinuing such contributions effective as of the first day of the next following Plan Year. The Participant's Elective Contributions will automatically terminate as of the date his employment terminates. Except as provided in this Section 4.02 and Section 4.03, a Participant's election under the Plan is irrevocable for the duration of the plan year to which it relates. The exceptions to the irrevocability requirement which would permit a mid-year election change in benefits and the salary reduction amount elected are set out in the Treasury regulations promulgated under Code Section 125, which include the following:

(a) Change in Status. A Participant may change or revoke his election under the Plan upon the occurrence of a valid change in status, but only if such change or termination is made on account of, and is consistent with, the change in status in accordance with the Treasury regulations promulgated under Section 125. The Employer, in its sole discretion as Administrator, shall determine whether a requested change is on account of and consistent with a change in status, as follows:

- (1) Change in Employee's legal marital status, including marriage, divorce, death of spouse, legal separation, and annulment;
- (2) Change in number of Dependents, including birth, adoption, placement for adoption, and death;
- (3) Change in employment status, including any employment status change affecting benefit eligibility of the Employee, spouse or Dependent, such as termination or commencement of employment, change in hours, strike or lockout, a commencement or return from an unpaid leave of absence, and a change in work site. If the eligibility for either the cafeteria Plan or any underlying benefit plans of the Employer of the Employee, spouse or Dependent relies on the employment status of that individual, and there is a change in that individual's employment status resulting in gaining or losing eligibility under the Plan, this constitutes a valid change in status. This category only applies if benefit eligibility is lost or gained as a result of the event. If an Employee terminates and is rehired within 30 days, the Employee is required to step back into his previous election. If the Employee terminates and is rehired after 30 days, the Employee may either step back into the previous election or make a new election;
- (4) Dependent satisfies, or ceases to satisfy, Dependent eligibility requirements due to attainment of age, gain or loss of student status, marriage or any similar circumstances; and
- (5) Residence change of Employee, spouse or Dependent, affecting the Employee's eligibility for coverage.

(b) Special Enrollment Rights. If a Participant or his or her spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code Section 9801(f), then a Participant may revoke a prior election for group health plan coverage and make a new election, provided that the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise in the following circumstances: (i) a Participant or his or her spouse or Dependent declined to enroll in group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because the coverage was provided under COBRA and the COBRA coverage was exhausted, or the

coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated; (ii) a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption; (iii) the Participant's or his or her spouse's or Dependent's coverage under a Medicaid plan or under a children's health insurance program (CHIP) is terminated as a result of loss of eligibility for such coverage and the Participant requests coverage under the group health plan not later than 60 days after the date of termination of such coverage; or (iv) the Participant, his or her spouse or Dependent becomes eligible for a state premium assistance subsidy from a Medicaid plan or through a state children's insurance program with respect to coverage under the group health plan and the Participant requests coverage under the group health plan not later than 60 days after the date the Participant, his or her spouse or Dependent is determined to be eligible for such assistance. An election change under (iii) or (iv) of this provision must be requested within 60 days after the termination of Medicaid or state health plan coverage or the determination of eligibility for a state premium assistance subsidy, as applicable. Special enrollment rights under the health insurance plan will be determined by the terms of the health insurance plan.

- (c) Certain Judgments, Decrees or Orders. If a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order [QMCSO]) requires accident or health coverage for a Participant's child or for a foster child who is a dependent of the Participant, the Participant may have a mid-year election change to add or drop coverage consistent with the Order.
- (d) Entitlement to Medicare or Medicaid. If a Participant, Participant's spouse or Participant's Dependent who is enrolled in an accident or health plan of the Employer becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may cancel or reduce health coverage under the Employer's Plan. Loss of Medicare or Medicaid entitlement would allow the Participant to add health coverage under the Employer's Plan.
- (e) Family Medical Leave Act. If an Employee is taking leave under the rules of the Family Medical Leave Act, the Employee may revoke previous elections and re-elect benefits upon return to work.
- (f) COBRA Qualifying Event. If an Employee has a COBRA qualifying event (a reduction in hours of the Employee, or a Dependent ceases eligibility), the Employee may increase his pre-tax contributions for coverage under the Employer's Plan if a COBRA event occurs with respect to the Employee, the Employee's spouse or Dependent. The COBRA rule does not apply to COBRA coverage under another Employer's Plan.
- (g) Changes in Eligibility for Adult Children. To the extent the Employer amends a plan listed in Item F of the Adoption Agreement that provides benefits that are excluded from an Employee's income under Code Section 105 to provide that Adult Children (as defined in Section 2.04(c)) are eligible to receive benefits under the plan, an Eligible Employee may make or change an election under this Plan to add coverage for the Adult Child and to make any corresponding change to the Eligible Employee's coverage that is consistent with adding coverage for the Adult Child.
- (h) Cancellation due to reduction in hours of service. A Participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:
 - (i) The Participant has been in an employment status under which the Participant was reasonably expected to average at least 30 hours of service per week and there is a change

in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and

- (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the cancellation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is cancelled.
- (i) Cancellation due to enrollment in a Qualified Health Plan. A participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:
- (i) The Participant is eligible for a Special Enrollment Period (as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan (as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
 - (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is cancelled.

Notwithstanding anything to the contrary in this Section 4.02, the change in election rules in this Section 4.02 do not apply to the Medical Expense Reimbursement Plan, or may not be modified with respect to the Medical Expense Reimbursement Plan if the Plan is being administered by a Recordkeeper other than the Employer, unless the Employer and the Recordkeeper otherwise agree in writing.

4.03 OTHER EXCEPTIONS TO IRREVOCABILITY OF ELECTIONS. Other exceptions to the irrevocability of election requirement permit mid-year election changes and apply to all qualified benefits except for Medical Expense Reimbursement Plans, as follows:

- (a) Change in Cost. If the cost of a benefit package option under the Plan significantly increases during the plan year, Participants may (i) make a corresponding increase in their salary reduction amount, (ii) revoke their elections and make a prospective election under another benefit option offering similar coverage, or (iii) revoke election completely if no similar coverage is available, including in spouse or dependent's plan. If the cost significantly decreases, employees may elect coverage even if they had not previously participated and may drop their previous election for a similar coverage option in order to elect the benefit package option that has decreased in cost during the year. If the increased or decreased cost of a benefit package option under the Plan is insignificant, the participant's salary reduction amount shall be automatically adjusted.

- (b) Significant curtailment of coverage.

- (i) With no loss of coverage. If the coverage under a benefit package option is significantly curtailed or ceases during the Plan Year, affected Participants may revoke their elections for the curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage.
- (ii) With loss of coverage. If there is a significant curtailment of coverage with loss of coverage, affected Participants may revoke election for curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage, or drop coverage if no similar benefit package option is available.
- (c) Addition or Significant Improvement of Benefit Package Option. If during the Plan Year a new benefit package option is added or significantly improved, eligible employees, whether currently participating or not, may revoke their existing election and elect the newly added or newly improved option.
- (d) Change in Coverage of a Spouse or Dependent Under Another Employer's Plan. If there is a change in coverage of a spouse, former spouse, or Dependent under another employer's plan, a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of the spouse or Dependent. This rule applies if (1) mandatory changes in coverage are initiated by either the insurer of spouse's plan or by the spouse's employer, or (2) optional changes are initiated by the spouse's employer or by the spouse through open enrollment.
- (e) Loss of coverage under other group health coverage. If during the Plan Year coverage is lost under any group health coverage sponsored by a governmental or educational institution, a Participant may prospectively change his or her election to add group health coverage for the affected Participant or his or her spouse or dependent.

- 4.04 CASH BENEFIT: Available amounts not used for the purchase of benefits under this Plan may be considered a cash benefit under the Plan payable to the Participant as taxable income to the extent indicated in Item E of the Adoption Agreement.
- 4.05 PAYMENT FROM EMPLOYER'S GENERAL ASSETS: Payment of benefits under this Plan shall be made by the Employer from Elective Contributions which shall be held as a part of its general assets.
- 4.06 EMPLOYER MAY HOLD ELECTIVE CONTRIBUTIONS: Pending payment of benefits in accordance with the terms of this Plan, Elective Contributions may be retained by the Employer in a separate account or, if elected by the Employer and as permitted or required by regulations of the Internal Revenue Service, Department of Labor or other governmental agency, such amounts of Elective Contributions may be held in a trust pending payment.
- 4.07 MAXIMUM EMPLOYER CONTRIBUTIONS: With respect to each Participant, the maximum amount made available to pay benefits for any Plan Year shall not exceed the Employer's Contribution specified in the Adoption Agreement and as provided in this Plan.

SECTION V

GROUP MEDICAL INSURANCE BENEFIT PLAN

- 5.01 PURPOSE: These benefits provide the group medical insurance benefits to Participants.
- 5.02 ELIGIBILITY: Eligibility will be as required in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 5.05 COBRA: To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA, Participants and Dependents shall be entitled to continued participation in this Group Medical Insurance Benefit Plan by contributing monthly (from their personal assets previously subject to taxation) 102% of the amount of the premium for the desired benefit during the period that such individual is entitled to elect continuation coverage, provided, however, in the event the continuation period is extended to 29 months due to disability, the premium to be paid for continuation coverage for the 11 month extension period shall be 150% of the applicable premium.
- 5.06 SECTION 105 AND 106 PLAN: It is the intention of the Employer that these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 105 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention. It is also the intention of the Employer to comply with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 as outlined in the policies identified in the Adoption Agreement.
- 5.07 CONTRIBUTIONS: Contributions for these benefits will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.
- 5.08 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT: Notwithstanding anything to the contrary herein, the Group Medical Insurance Benefit Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

SECTION VI

DISABILITY INCOME BENEFIT PLAN

- 6.01 PURPOSE: This benefit provides disability insurance designated to provide income to Participants during periods of absence from employment because of disability.
- 6.02 ELIGIBILITY: Eligibility will be as required in Item F(2) of the Adoption Agreement.
- 6.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(2) of the Adoption Agreement.

- 6.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the Disability Income Benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 6.05 SECTION 104 AND 106 PLAN: It is the intention of the Employer that the premiums paid for these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 104 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 6.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

SECTION VII

GROUP AND INDIVIDUAL LIFE INSURANCE PLAN

- 7.01 PURPOSE: This benefit provides group life insurance benefits to Participants and may provide certain individual policies as provided for in Item F(5) of the Adoption Agreement.
- 7.02 ELIGIBILITY: Eligibility will be as required in Item F(5) of the Adoption Agreement.
- 7.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(5) of the Adoption Agreement.
- 7.04 TERMS, CONDITIONS, AND LIMITATIONS: The terms, conditions, and limitations of the group life insurance are specifically described in the Policy identified in the Adoption Agreement.
- 7.05 SECTION 79 PLAN: It is the intention of the Employer that the premiums paid for the benefits described in Item F(5) of the Adoption Agreement shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan to the extent provided in Code Section 79, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 7.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement. Any individual policies purchased by the Employer for the Participant will be owned by the Participant.

SECTION VIII

MEDICAL EXPENSE REIMBURSEMENT PLAN

- 8.01 PURPOSE: The Medical Expense Reimbursement Plan is designed to provide for reimbursement of Eligible Medical Expenses (as defined in Section 8.04) that are not reimbursed under an insurance plan, through damages, or from any other source. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Sections 105 and 106, for Participants who elect this benefit and all provisions of this Section VIII shall be construed in a manner consistent with that intention.
- 8.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(7) of the Adoption Agreement.

8.03 TERMS, CONDITIONS, AND LIMITATIONS:

- a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Medical Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
- b. Maximum benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's Elective Contribution allocated to the program during the Plan Year, not to exceed the maximum amount set forth in Item F(7) of the Adoption Agreement.
- c. Claim Procedure. In order to be reimbursed for any medical expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of expense as determined by the Reimbursement Recordkeeper. Forms for reimbursement of Eligible Medical Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Medical Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- d. Funding. The funding of the Medical Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administrative expenses become due and payable under this Medical Expense Reimbursement Plan.
- e. Forfeiture. Subject to Section 8.06 and 8.07, any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Medical Expenses incurred during the Participant's participation during the Plan Year shall be forfeited and shall remain assets of the Plan. With respect to a Participant who terminates employment with the Employer and who has not elected to continue coverage under this Plan pursuant to COBRA rights referenced under Section 8.03(f) herein, such Participant shall not be entitled to reimbursement for Eligible Medical Expenses incurred after his termination date regardless if such Participant has any amounts of Employer Contributions remaining to his credit. Upon the death of any Participant who has any amounts of Employer Contributions remaining to his credit, a dependent of the Participant may elect to continue to claim reimbursement for Eligible Medical Expenses in the same manner as the Participant could have for the balance of the Plan Year.
- f. COBRA. To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA ("COBRA"), a Participant and a Participant's Dependents shall be entitled to elect continued participation in this Medical Expense Reimbursement Plan only through the end of the plan year in which the qualifying event occurs, by contributing monthly (from their personal assets previously subject to taxation) to the Employer/Administrator, 102% of the amount of desired reimbursement through the end of the Plan Year in which the qualifying event occurs. Specifically, such individuals will be eligible for COBRA continuation coverage only if they have a positive Medical Expense Reimbursement Account balance on the date of the qualifying event. Participants who have a deficit balance in their Medical Expense Reimbursement Account on the

date of their qualifying event shall not be entitled to elect COBRA coverage. In lieu of COBRA, Participants may continue their coverage through the end of the current Plan Year by paying those premiums out of their last paycheck on a pre-tax basis.

- g. Nondiscrimination. Benefits provided under this Medical Expense Reimbursement Plan shall not be provided in a manner that discriminates in favor of Employees or Dependents who are highly compensated individuals, as provided under Section 105(h) of the Code and regulations promulgated thereunder.
- h. Uniform Coverage Rule. Notwithstanding that a Participant has not had withheld and credited to his account all of his contributions elected with respect to a particular Plan Year, the entire aggregate annual amount elected with respect to this Medical Expense Reimbursement Plan (increased by any Carryover to the Plan Year), shall be available at all times during such Plan Year to reimburse the participant for Eligible Medical Expenses with respect to this Medical Expense Reimbursement Plan. To the extent contributions with respect to this Medical Expense Reimbursement Plan are insufficient to pay such Eligible Medical Expenses, it shall be the Employer's obligation to provide adequate funds to cover any short fall for such Eligible Medical Expenses for a Participant; provided subsequent contributions with respect to this Medical Expense Reimbursement Plan by the Participant shall be available to reimburse the Employer for funds advanced to cover a previous short fall.
- i. Uniformed Services Employment and Reemployment Rights Act. Notwithstanding anything to the contrary herein, this Medical Expense Reimbursement Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).
- j. Proration of Limit. In the event that the Employer has purchased a uniform coverage risk policy from the Recordkeeper, then the Maximum Coverage amount specified in Section F.7 of the Adoption Agreement shall be pro rated with respect to (i) an Employee who becomes a Participant and enters the Plan during the Plan Year, and (ii) short plan years initiated by the Employer. Such Maximum Coverage amount will be pro rated by dividing the annual Maximum Coverage amount by 12, and multiplying the quotient by the number of remaining months in the Plan Year for the new Participant or the number of months in the short Plan Year, as applicable.
- k. Continuation Coverage for Certain Dependent Children. In the event that benefits under the Medical Expense Reimbursement Plan does not qualify for the exception from the portability rules of HIPAA, then, effective for Plan Years beginning on or after October 9, 2009, notwithstanding the foregoing provisions, coverage for a Dependent child who is enrolled in the Medical Expense Reimbursement Plan as a student at a post-secondary educational institution will not terminate due to a medically necessary leave of absence before a date that is the earlier of:
 - the date that is one year after the first day of the medically necessary leave of absence; or
 - the date on which such coverage would otherwise terminate under the terms of the Plan.

For purposes of this paragraph, “medically necessary leave of absence” means a leave of absence of the child from a post-secondary educational institution, or any other change in enrollment of the child at the institution, that: (i) commences while the child is suffering from a serious illness or injury; (ii) is medically necessary; and (iii) causes the child to lose student status for purposes of coverage under the terms of the Plan. A written certification must be provided by a treating physician of the dependent child to the Plan in order for the continuation coverage requirement to

apply. The physician's certification must state that the child is suffering from a serious illness or injury and that the leave of absence (or other change in enrollment) is medically necessary.

8.04 ELIGIBLE MEDICAL EXPENSES:

- a. Eligible Medical Expense in General. The phrase 'Eligible Medical Expense' means any expense incurred by a Participant or any of his Dependents (subject to the restrictions in Sections 8.04(b) and (c)) during a Plan Year that (i) qualifies as an expense incurred by the Participant or Dependents for medical care as defined in Code Section 213(d) and meets the requirements outlined in Code Section 125, (ii) is excluded from gross income of the Participant under Code Section 105(b), and (iii) has not been and will not be paid or reimbursed by any other insurance plan, through damages, or from any other source. Notwithstanding the above, capital expenditures are not Eligible Medical Expenses under this Plan.
- b. Expenses Incurred After Commencement of Participation. Only medical care expenses incurred by a Participant or the Participant's Dependent(s) on or after the date such Participant commenced participation in the Medical Expense Reimbursement Plan shall constitute an Eligible Medical Expense.
- c. Eligible Expenses Incurred by Dependents. For purposes of this Section, Eligible Medical Expenses incurred by Dependents defined in Section 2.04(c) are eligible for reimbursement if incurred after March 30, 2010; Eligible Medical Expenses incurred by Dependents defined in Sections 2.04(a) and (b) are eligible for reimbursement if incurred either before or after March 30, 2010 (subject to the restrictions of Section 8.04(b)).
- d. Health Savings Accounts. If the Employer has elected in Item F.8 of the Adoption Agreement to allow Eligible Employees to contribute to Health Savings Accounts under the Plan, then for a Participant who is eligible for and elects to contribute to a Health Savings Accounts, Eligible Medical Expenses shall be limited as set forth in Item F.8 of the Adoption Agreement.

8.05 USE OF DEBIT CARD: In the event that the Employer elects to allow the use of debit cards ("Debit Cards") for reimbursement of Eligible Medical Expenses under the Medical Expense Reimbursement Plan, the provisions described in this Section shall apply.

- a. Substantiation. The following procedures shall be applied for purposes of substantiating claimed Eligible Medical Expenses after the use of a Debit Card to pay the claimed Eligible Medical Expense:
 - (i) If the dollar amount of the transaction at a health care provider equals the dollar amount of the co-payment for that service under the Employer's major medical plan of the specific employee-cardholder, the charge is fully substantiated without the need for submission of a receipt or further review.
 - (ii) If the merchant, service provider, or other independent third-party (e.g., pharmacy benefit manager), at the time and point of sale, provides information to verify to the Recordkeeper (including electronically by e-mail, the internet, intranet, or telephone) that the charge is for a medical expense, the charge is fully substantiated without the need for submission of a receipt or further review.

- b. Status of Charges. All charges to a Debit Card, other than co-payments and real-time substantiation as described in Subsection (a) above, are treated as conditional pending confirmation of the charge, and additional third-party information, such as merchant or service provider receipts, describing the service or product, the date of the service or sale, and the amount, must be submitted for review and substantiation.
- c. Correction Procedures for Improper Payments. In the event that a claim has been reimbursed and is subsequently identified as not qualifying for reimbursement, one or all of the following procedures shall apply:
 - (i) First, upon the Recordkeeper's identification of the improper payment, the Eligible Employee will be required to pay back to the Plan an amount equal to the improper payment.
 - (ii) Second, where the Eligible Employee does not pay back to the Plan the amount of the improper payment, the Employer will have the amount of the improper payment withheld from the Eligible Employee's wages or other compensation to the extent consistent with applicable law.
 - (iii) Third, if the improper payment still remains outstanding, the Plan may utilize a claim substitution or offset approach to resolve improper claims payments.
 - (iv) If the above correction efforts prove unsuccessful, or are otherwise unavailable, the Eligible Employee will remain indebted to the Employer for the amount of the improper payment. In that event and consistent with its business practices, the Employer may treat the payment as it would any other business indebtedness.
 - (v) In addition to the above, the Employer and the Plan may take other actions they may deem necessary, in their sole discretion, to ensure that further violations of the terms of the Debit Card do not occur, including, but not limited to, denial of access to the Debit Card until the indebtedness is repaid by the Eligible Employee.
- d. Intent to Comply with Rev. Rul. 2003-43. It is the Employer's intent that any use of Debit Cards to pay Eligible Medical Expenses shall comply with the guidelines for use of such cards set forth in Rev. Rul. 2003-43, and this Section 8.05 shall be construed and interpreted in a manner necessary to comply with such guidelines.

8.06 GRACE PERIOD: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Grace Period with respect to the Medical Reimbursement Plan, the provisions of this Section 8.06 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2005-42, a Participant who has unused contributions relating to the Medical Reimbursement Plan from the immediately preceding Plan Year, and who incurs Eligible Medical Expenses for such qualified benefit during the Grace Period, may be paid or reimbursed for those Eligible Medical Expenses from the unused contributions as if the expenses had been incurred in the immediately preceding Plan Year. For purposes of this Section, 'Grace Period' shall mean the period extending to the 15th day of the third calendar month after the end of the immediately preceding Plan Year to which it relates. Eligible Medical Expenses incurred during the Grace Period shall be reimbursed first from unused contributions allocated to the Medical Reimbursement Plan for the prior Plan Year, and then from unused contributions for the current Plan Year, if participant is enrolled in current Plan Year.

8.07 CARRYOVER: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Carryover with respect to the Medical Reimbursement Plan, the provisions of this Section 8.07 shall apply.

Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2013-71, the Carryover for a Participant who has an amount remaining unused as of the end of the run-off period for the Plan Year, may be used to pay or reimburse Eligible Medical Expenses during the following entire Plan Year. The Carryover does not count against or otherwise affect the Maximum benefit set forth in Section 8.03 (b). Eligible Medical Expenses incurred during a Plan Year shall be reimbursed first from unused contributions for the current Plan Year, and then from any Carryover carried over from the preceding Plan Year. Any unused amounts from the prior Plan Year that are used to reimburse a current Plan Year expense (a) reduce the amounts available to pay prior Plan Year expenses during the run-off period, (b) must be counted against any Carryover amount from the prior Plan Year, and (c) cannot exceed the maximum Carryover from the prior Plan Year. If the Employer elects to apply Section 8.06 in Section F.7 of the Adoption Agreement, this Section 8.07 shall not apply.

8.08 QUALIFIED RESERVIST DISTRIBUTIONS: Notwithstanding anything in the Plan to the contrary, an individual who, by reason of being a member of a reserve component (as defined in 37 U.S.C. § 101), is ordered or called to active duty for a period in excess of 179 days or for an indefinite period may elect to receive a distribution of all or a portion of the unused Elective Contributions in his or her Account relating to the Medical Expense Reimbursement Plan if the distribution is made during the period beginning on the date of such order or call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year that includes the date of such order or call. If the distribution is for the entire amount of unused Elective Contributions available in the Medical Expense Reimbursement Plan, then no additional reimbursement requests will be processed for the remainder of the Plan Year.

SECTION IX

DEPENDENT CARE REIMBURSEMENT PLAN

9.01 PURPOSE: The Dependent Care Reimbursement Plan is designed to provide for reimbursement of certain employment-related dependent care expenses of the Participant. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Section 129, for Participants who elect this benefit, and all provisions of this Section IX shall be construed in a manner consistent with that intention.

9.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(6) of the Adoption Agreement.

9.03 TERMS, CONDITIONS, AND LIMITATIONS:

- a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Dependent Care Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
- b. Maximum Benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's allocation to the program during the Plan Year not to exceed the maximum amount set forth in Item F(6) of the adoption agreement.

For purpose of this Section IX, the phrase "earned income" shall mean wages, salaries, tips and other employee compensation, but only if such amounts are includible in gross income for the taxable year. A Participant's spouse who is physically or mentally incapable of self-care as described in Section 9.04(a)(ii) or a spouse who is a full-time student within the meaning of Code Section 21(e)(7) shall be deemed to have earned income for each month in which such spouse is so disabled (or a full-time student). The amount of such deemed earned income shall be \$250 per month in the case of one Dependent and \$500 per month in the case of two or more Dependents.

- c. Claim Procedure. In order to be reimbursed for any dependent care expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense from an independent third party acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of the expense as determined by the Reimbursement Recordkeeper. Claims for reimbursement of Eligible Dependent Care Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Dependent Care Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of the incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- d. Funding. The funding of the Dependent Care Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administration expenses become due and payable under this Dependent Care Expense Reimbursement Plan.
- e. Forfeiture. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Dependent Care Expenses incurred during the Plan Year shall be forfeited and remain assets of the Plan.
- f. Nondiscrimination. Benefits provided under this Dependent Care Reimbursement Plan shall not be provided in a manner that discriminates in favor of Highly Compensated Employees (as defined in Code Section 414(q)) or their dependents, as provided in Code Section 129. In addition, no more than 25 percent of the aggregate Eligible Dependent Care Expenses shall be reimbursed during a Plan Year to five percent owners, as provided in Code Section 129.

9.04 DEFINITIONS:

- a. "Dependent" (for purposes of this Section IX) means any individual who is:
 - (i) a Participant's qualifying child (as defined in Code Section 152 (c)) who has not attained the age of 13; or
 - (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively) or the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the taxpayer for more than half of the taxable year. For purposes of this Dependent Care Reimbursement Plan, an individual shall be considered physically or mentally incapable of self-care if, as a result of a physical or mental defect, the individual is incapable of caring for his or her hygienic or nutritional needs, or requires full-time attention of another person for his or her own safety or the safety of others.

- b. "Dependent Care Center" (for purposes of this Section IX) shall be a facility which:
- (i) provides care for more than six individuals (other than individuals who reside at the facility);
 - (ii) receives a fee, payment, or grant for providing services for any of the individuals (regardless of whether such facility is operated for profit); and
 - (iii) satisfies all applicable laws and regulations of a state or unit of local government.
- c. "Eligible Dependent Care Expenses" (for purposes of this Section IX) shall mean expenses incurred by a Participant which are:
- (i) incurred for the care of a Dependent of the Participant or for related household services;
 - (ii) paid or payable to a Dependent Care Service Provider; and
 - (iii) incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant.

"Eligible Dependent Care Expenses" shall not include expenses incurred for services outside the Participant's household for the care of a Dependent unless such Dependent is (i) a qualifying child (as defined in Code Section 152 (c)) under the age of 13, or (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively)), who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year, or (iii) the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year. Eligible Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.

- d. "Dependent Care Service Provider" (for purposes of this Section IX) means:
- (i) a Dependent Care Center, or
 - (ii) a person who provides care or other services described in Section 9.04(b) and who is not a related individual described in Section 129(c) of the Code.

SECTION X

HEALTH SAVINGS ACCOUNTS

10.01 PURPOSE: If elected by the Employer in Section F.8 of the Adoption Agreement, the Plan will permit pre-tax contributions to the Health Savings Account, and the provisions of this Article X shall apply.

10.02 BENEFITS: A Participant can elect benefits under the Health Savings Accounts portion of this Plan by electing to pay his or her Health Savings Account contributions on a pre-tax salary reduction basis. In addition, the Employer may make contributions to the Health Savings Account for the benefit of the Participant.

10.03 TERMS, CONDITIONS AND LIMITATION:

- a. Maximum Benefit. The maximum annual contributions that may be made to a Participant's Health Savings Account under this Plan is set forth in Section F.8 of the Adoption Agreement.

- b. Mid-Year Election Changes. Notwithstanding any to the contrary herein, a Participant election with respect to contributions for the Health Savings Account shall be revocable during the duration of the Plan Year to which the election relates. Consequently, a Participant may change his or her election with respect to contributions for the Health Savings Account at any time.

10.04 RESTRICTIONS ON MEDICAL REIMBURSEMENT PLAN: If the Employer has elected in Section F.8 of the Adoption Agreement both Health Savings Accounts under this Plan and the Medical Expense Reimbursement Plan, then the Eligible Medical Expenses that may be reimbursed under the Medical Reimbursement Plan for Participants who are eligible for and elect to participate in Health Savings Accounts shall be limited as set forth in Section F.8 of the Adoption Agreement.

10.05 NO ESTABLISHMENT OF ERISA PLAN: It is the intent of the Employer that the establishment of Health Savings Accounts are completely voluntary on the part of Participants, and that, in accordance with Department of Labor Field Assistance Bulletin 2004-1, the Health Savings Accounts are not “employee welfare benefit plans” for purposes of Title I of ERISA.

SECTION XI

AMENDMENT AND TERMINATION

11.01 AMENDMENT: The Employer shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of the provisions of this Plan, provided that no such amendment shall change the terms and conditions of payment of any benefits to which Participants and covered dependents otherwise have become entitled to under the provisions of the Plan, unless such amendment is made to comply with federal or local laws or regulations. The Employer also shall have the right to make any amendment retroactively which is necessary to bring the Plan into conformity with the Code. In addition, the Employer may amend any provisions or any supplements to the Plan and may merge or combine supplements or add additional supplements to the Plan, or separate existing supplements into an additional number of supplements.

11.02 TERMINATION: The Employer shall have the right at any time to terminate this Plan, provided that such termination shall not eliminate any obligations of the Employer which therefore have arisen under the Plan.

SECTION XII

ADMINISTRATION

12.01 NAMED FIDUCIARIES: The Administrator shall be the fiduciary of the Plan.

12.02 APPOINTMENT OF RECORDKEEPER: The Employer may appoint a Reimbursement Recordkeeper which shall have the power and responsibility of performing recordkeeping and other ministerial duties arising under the Medical Expense Reimbursement Plan and the Dependent Care Reimbursement Plan provisions of this Plan. The Reimbursement Recordkeeper shall serve at the pleasure of, and may be removed by, the Employer without cause. The Recordkeeper shall receive reasonable compensation for its services as shall be agreed upon from time to time between the Administrator and the Recordkeeper.

12.03 POWERS AND RESPONSIBILITIES OF ADMINISTRATOR:

- a. General. The Administrator shall be vested with all powers and authority necessary in order to amend and administer the Plan, and is authorized to make such rules and regulations as it may deem necessary to carry out the provisions of the Plan. The Administrator shall determine any questions arising in the administration (including all questions of eligibility and determination of amount, time and manner of payments of benefits), construction, interpretation and application of the Plan, and the decision of the Administrator shall be final and binding on all persons.
- b. Recordkeeping. The Administrator shall keep full and complete records of the administration of the Plan. The Administrator shall prepare such reports and such information concerning the Plan and the administration thereof by the Administrator as may be required under the Code or ERISA and the regulations promulgated thereunder.
- c. Inspection of Records. The Administrator shall, during normal business hours, make available to each Participant for examination by the Participant at the principal office of the Administrator a copy of the Plan and such records of the Administrator as may pertain to such Participant. No Participant shall have the right to inquire as to or inspect the accounts or records with respect to other Participants.

12.04 COMPENSATION AND EXPENSES OF ADMINISTRATOR: The Administrator shall serve without compensation for services as such. All expenses of the Administrator shall be paid by the Employer. Such expenses shall include any expense incident to the functioning of the Plan, including, but not limited to, attorneys' fees, accounting and clerical charges, actuary fees and other costs of administering the Plan.

12.05 LIABILITY OF ADMINISTRATOR: Except as prohibited by law, the Administrator shall not be liable personally for any loss or damage or depreciation which may result in connection with the exercise of duties or of discretion hereunder or upon any other act or omission hereunder except when due to willful misconduct. In the event the Administrator is not covered by fiduciary liability insurance or similar insurance arrangements, the Employer shall indemnify and hold harmless the Administrator from any and all claims, losses, damages, expenses (including reasonable counsel fees approved by the Administrator) and liability (including any reasonable amounts paid in settlement with the Employer's approval) arising from any act or omission of the Administrator, except when the same is determined to be due to the willful misconduct of the Administrator by a court of competent jurisdiction.

12.06 DELEGATIONS OF RESPONSIBILITY: The Administrator shall have the authority to delegate, from time to time, all or any part of its responsibilities under the Plan to such person or persons as it may deem advisable and in the same manner to revoke any such delegation of responsibilities which shall have the same force and effect for all purposes hereunder as if such action had been taken by the Administrator. The Administrator shall not be liable for any acts or omissions of any such delegate. The delegate shall report periodically to the Administrator concerning the discharge of the delegated responsibilities.

12.07 RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION: The Administrator may release or obtain any information necessary for the application, implementation and determination of this Plan or other Plans without consent or notice to any person. This information may be released to or obtained from any insurance company, organization, or person subject to applicable law. Any individual claiming benefits under this Plan shall furnish to the Administrator such information as may be necessary to implement this provision.

12.08 CLAIM FOR BENEFITS: To obtain payment of any benefits under the Plan a Participant must comply with the rules and procedures of the particular benefit program elected pursuant to this Plan under which the Participant claims a benefit.

12.09 GENERAL CLAIMS REVIEW PROCEDURE: This provision shall apply only to the extent that a claim for benefits is not governed by a similar provision of a benefit program available under this Plan or is not governed by Section 12.10.

- a. Initial Claim for Benefits. Each Participant may submit a claim for benefits to the Administrator as provided in Section 12.08. A Participant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits prior to his filing a claim for benefits and exhausting his rights to review under this section.

When a claim for benefits has been filed properly, such claim for benefits shall be evaluated and the claimant shall be notified of the approval or the denial within (90) days after the receipt of such claim unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period which shall specify the special circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the claim was filed.) A claimant shall be given a written notice in which the claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the claimant shall be given written notice which shall contain (a) the specific reasons for the denial, (b) references to pertinent plan provisions upon which the denial is based, (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and (d) the claimant's rights to seek review of the denial.

- b. Review of Claim Denial. If a claim is denied, in whole or in part, the claimant shall have the right to request that the Administrator review the denial, provided that the claimant files a written request for review with the Administrator within sixty (60) days after the date on which the claimant received written notification of the denial. A claimant (or his duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Administrator. Within sixty (60) days after a request is received, the review shall be made and the claimant shall be advised in writing of the decision on review, unless special circumstances require an extension of time for processing the review, in which case the claimant shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed.) The decision on review shall be forwarded to the claimant in writing and shall include specific reasons for the decision and references to plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons.
- c. Exhaustion of Remedies. If a claimant fails to file a request for review in accordance with the procedures herein outlined, such claimant shall have no rights to review and shall have no right to bring action in any court and the denial of the claim shall become final and binding on all persons for all purposes.

12.10 SPECIAL CLAIMS REVIEW PROCEDURE: The provisions of this Section 12.10 shall be applicable to claims under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan, effective on the first day of the first Plan Year beginning on or after July 1, 2002, but in no event later than January 1, 2003, provided such plans are subject to ERISA.

- a. Benefit Denials: The Administrator is responsible for evaluating all claims for reimbursement under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan.

The Administrator will decide a Participant's claim within a reasonable time not longer than 30 days after it is received. This time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a claim is incomplete. The Participant will receive written notice of any extension, including the reasons for the extension and information on the date by which a decision by the Administrator is expected to be made. The Participant will be given 45 days in which to complete an incomplete claim. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the claim.

If the Administrator denies the claim, in whole or in part, the Participant will be furnished with a written notice of adverse benefit determination setting forth:

1. the specific reason or reasons for the denial;
 2. reference to the specific Plan provision on which the denial is issued;
 3. a description of any additional material or information necessary for the Participant to complete his claim and an explanation of why such material or information is necessary, and
 4. appropriate information as to the steps to be taken if the Participant wishes to appeal the Administrator's determination, including the participant's right to submit written comments and have them considered, his right to review (on request and at no charge) relevant documents and other information, and his right to file suit under ERISA with respect to any adverse determination after appeal of his claim.
- b. Appealing Denied Claims: If the Participant's claim is denied in whole or in part, he may appeal to the Administrator for a review of the denied claim. The appeal must be made in writing within 180 days of the Administrator's initial notice of adverse benefit determination, or else the participant will lose the right to appeal the denial. If the Participant does not appeal on time, he will also lose his right to file suit in court, as he will have failed to exhaust his internal administrative appeal rights, which is generally a prerequisite to bringing suit.

A Participant's written appeal should state the reasons that he feels his claim should not have been denied. It should include any additional facts and/or documents that the Participant feels support his claim. The Participant may also ask additional questions and make written comments, and may review (on request and at no charge) documents and other information relevant to his appeal. The Administrator will review all written comment the Participant submits with his appeal.

- c. Review of Appeal: The Administrator will review and decide the Participant's appeal within a reasonable time not longer than 60 days after it is submitted and will notify the Participant of its decision in writing. The individual who decides the appeal will not be the same individual who decided the initial claim denial and will not be that individual's subordinate. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the appeal, except that any medical expert consulted in connection with the appeal will be different from any expert consulted in connection with the initial claim. (The identity of a medical expert consulted in connection with the Participant's appeal will be provided.) If the decision on appeal affirms the initial denial of the Participant's claim, the Participant will be furnished with a notice of adverse benefit determination on review setting forth:

1. The specific reason(s) for the denial,
2. The specific Plan provision(s) on which the decision is based,
3. A statement of the Participant's right to review (on request and at no charge) relevant documents and other information,
4. If the Administrator relied on an "internal rule, guideline, protocol, or other similar criterion" in making the decision, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Participant upon request," and
5. A statement of the Participant's right to bring suit under ERISA § 502(a).

12.11 PAYMENT TO REPRESENTATIVE: In the event that a guardian, conservator or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor, and such payment so made shall be in complete discharge of the liabilities of the Plan therefor and the obligations of the Administrator and the Employer.

12.12 PROTECTED HEALTH INFORMATION. The provisions of this Section will apply only to those portions of the Plan that are considered a group health plan for purposes of 45 CFR Parts 160 and 164. The Plan may disclose PHI to employees of the Employer, or to other persons, only to the extent such disclosure is required or permitted pursuant to 45 CFR Parts 160 and 164. The Plan has implemented administrative, physical, and technical safeguards to reasonably and appropriately protect, and restrict access to and use of, electronic PHI, in accordance with Subpart C of 45 CFR Part 164. The applicable claims procedures under the Plan shall be used to resolve any issues of non-compliance by such individuals. The Employer will:

- not use or disclose PHI other than as permitted or required by the plan documents and permitted or required by law;
- reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by the it on behalf of the Plan, in accordance with Subpart C of 45 CFR Part 164;
- implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- ensure that any agents including a subcontractors to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such information;
- not use or disclose PHI for employment-related actions and decisions or in connection with any other employee benefit plan of the Employer;
- report to the Plan any use or disclosure of the information that is inconsistent with the permitted uses or disclosures provided for of which it becomes aware;
- make available PHI in accordance with 45 CFR Section 164.524;
- make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;

- make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528;
- make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services or his designee upon request for purposes of determining compliance with 45 CFR Section 164.504(f);
- if feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purposes for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and,
- ensure that the adequate separation required in paragraph (f)(2)(iii) of 45 CFR Section 164.504 is established.

For purposes of this Section, “PHI” is “Protected Health Information” as defined in 45 CFR Section 160.103, which means individually identifiable health information, except as provided in paragraph (2) of the definition of “Protected Health Information” in 45 CFR Section 160.103, that is transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium by a covered entity, as defined in 45 CFR Section 164.104.

SECTION XIII

MISCELLANEOUS PROVISIONS

- 13.01 INABILITY TO LOCATE PAYEE: If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.
- 13.02 FORMS AND PROOFS: Each Participant or Participant's Beneficiary eligible to receive any benefit hereunder shall complete such forms and furnish such proofs, receipts, and releases as shall be required by the Administrator.
- 13.03 NO GUARANTEE OF TAX CONSEQUENCES: Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant or a Dependent under the Plan will be excludable from the Participant's or Dependent's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant or Dependent.
- 13.04 PLAN NOT CONTRACT OF EMPLOYMENT: The Plan will not be deemed to constitute a contract of employment between the Employer and any Participant nor will the Plan be considered an inducement for the employment of any Participant or employee. Nothing contained in the Plan will be deemed to give any Participant or employee the right to be retained in the service of the Employer nor to interfere with the right of the Employer to discharge any Participant or employee at any time regardless of the effect such discharge may have upon that individual as a Participant in the Plan.
- 13.05 NON-ASSIGNABILITY: No benefit under the Plan shall be liable for any debt, liability, contract, engagement or tort of any Participant or his Beneficiary, nor be subject to charge, anticipation, sale, assignment, transfer, encumbrance, pledge, attachment, garnishment, execution or other voluntary or involuntary alienation or other legal or equitable process, nor transferability by operation of law.

13.06 SEVERABILITY: If any provision of the Plan will be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof will continue to be fully effective.

13.07 CONSTRUCTION:

- a. Words used herein in the masculine or feminine gender shall be construed as the feminine or masculine gender, respectively where appropriate.
- b. Words used herein in the singular or plural shall be construed as the plural or singular, respectively, where appropriate.

13.08 NONDISCRIMINATION: In accordance with Code Section 125(b)(1), (2), and (3), this Plan is intended not to discriminate in favor of Highly Compensated Participants (as defined in Code Section 125(e)(1)) as to contributions and benefits nor to provide more than 25% of all qualified benefits to Key Employees. If, in the judgment of the Administrator, more than 25% of the total nontaxable benefits are provided to Key Employees, or the Plan discriminates in any other manner (or is at risk of possible discrimination), then, notwithstanding any other provision contained herein to the contrary, and, in accordance with the applicable provisions of the Code, the Administrator shall, after written notification to affected Participants, reduce or adjust such contributions and benefits under the Plan as shall be necessary to insure that, in the judgment of the Administrator, the Plan shall not be discriminatory.

13.09 ERISA. The Plan shall be construed, enforced, and administered and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974 (as amended), the Internal Revenue Code of 1986 (as amended), and the laws of the State indicated in the Adoption Agreement. Notwithstanding anything to the contrary herein, the provisions of ERISA will not apply to this Plan if the Plan is exempt from coverage under ERISA. Should any provisions be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only will be deemed not to include the provision determined to be void.

SECTION XIV

TEMPORARY COVID RELIEF AMENDMENT

- 14.01 PURPOSE: In accordance with changes permitted under The Coronavirus Aid, Relief, and Economic Security Act, 2020, IRS Notice 2020-29, The Consolidated Appropriations Act, 2021, and IRS Notice 2021-15, Employer selected modifications to Plan language and procedures consistent with the following Plan options, as applicable. Notwithstanding any provision of the Plan to the contrary, as elected by the Employer in Item F of the Adoption Agreement, the Plan is hereby amended to adopt the following:
- a. Extended Claims Period: For unused amounts remaining in a Medical Expense Reimbursement Plan or a Dependent Care Reimbursement Plan under the Section 125 Plan as of the end of a grace period or plan year ending in 2020, the Participants may apply those unused amounts to pay or reimburse medical care expenses or dependent care expenses, respectively, incurred through December 31, 2020.
 - b. Mid-Year Election Changes: Each Participant who is eligible to make salary reduction contributions under the Plan may make prospective election changes (including an initial election) during calendar year 2020 regarding Group Medical Insurance, a Medical Expense Reimbursement Plan, or a Dependent Care Reimbursement Plan, regardless of whether the basis for the election change satisfies the criteria set forth in regular election change rules.
 - c. Mid-Year Election Changes for Medical Expense Reimbursement Plan: For plan years ending in 2021, Participants may modify their Medical Expense Reimbursement Plan elections on a prospective basis at any time during the year. No qualifying event is required.
 - d. Mid-Year Election Changes for Dependent Care Reimbursement Plan: For plan years ending in 2021, Participants may modify their Dependent Care Reimbursement Plan elections on a prospective basis at any time during the year. No qualifying event is required.
 - e. Extended Grace Period: For plan years ending in 2020 and/or 2021, the grace period for Medical Expense Reimbursement Plan and/or Dependent Care Reimbursement Plan is extended to 12 months.
 - f. Unlimited Carryover for Medical Expense Reimbursement Plan: All unused funds in the Medical Expense Reimbursement Plan may be carried over to 2021 (from plan year 2020) and/or 2022 (from plan year 2021). There is no carryover maximum.
 - g. Dependent Care Reimbursement Plan Age Increase: For Participants enrolled in the Dependent Care Reimbursement Plan for the 2020 Plan Year, the maximum age for children is extended from age 12 to age 13 when paying or reimbursing dependent care expenses incurred during the 2020 Plan Year. Additionally, amounts remaining at the end of the run-out period for the 2020 Plan Year shall be available to pay or reimburse otherwise-eligible dependent care expenses incurred during the 2021 Plan Year for a child who attained age 13 during the 2020 Plan Year (until the child turns age 14) or for another child who turns age 13 during the 2021 Plan Year.
 - h. Reimbursement for Non-Active Participants: Participants who cease participation in a Medical Expense Reimbursement Plan during 2020 or 2021 (for example, due to termination of employment) may continue to receive reimbursements from unused balances through the end of the plan year in which such participation ceased (including any grace period).
 - i. Dependent Care Reimbursement Plan Maximum Increase: For the 2021 calendar year only, Dependent Care Reimbursement Plan maximums may be increased to \$10,500 per family (\$5,250 for married individuals filing a joint return).



Brad Keeler Mayor
Lori Steele Mayor Pro-Tem
Roger Kenney, Council Member
Todd Overhuel, Council Member
Randy Wisnaski, Council Member
www.plainwell.org

Bryan D. Pond, Superintendent
129 Fairlane Street
Plainwell, Michigan 49080
Phone: 269-685-5153
Fax: 269-685-1994
Email: BPond@plainwell.org

12/21/2021

To: Erik Wilson, City Administrator
From: Bryan Pond, Superintendent WR
Cc: Brian Kelley City Treasurer

RE: Annual Contract for Bioxide Evoqua Water Technologies

This is a budgeted annual chemical purchase for (*\$29,747 chemical & \$3,600 equipment maintenance, site visits*) totaling \$33,347, line item 590-550-740-000. 80% of this expenditure is invoiced to the Village of Martin and made reimbursable to the City of Plainwell. The chemical is used to treat hydrogen sulfide gas created in the sewage force main between Martin and Plainwell.

This vendor uses a contract which runs November thru October each year. This company is the regional manufacturer of a reliable quality product found not to foul equipment. This product has one competitor which was one of their suppliers but the product became very poor quality and the equipment was continually down due to fouling, therefore all business with them has been discontinued.

It is my recommendation upon council's approval we authorize the one-year contract with Evoqua Water Technologies.



November 22, 2021

Mr. Bryan Pond
Superintendent
City of Plainwell
129 Fairlane Street
Plainwell, MI 49080
Phone: (269) 685-5153
Fax: (269) 685-1994
Email: BPond@Plainwell.org

**RE: 2021-2022 BIOXIDE® FULL-SERVICE ODOR CONTROLSM PROGRAM
CITY OF PLAINWELL, MICHIGAN
Evoqua Quote No. Q210715SB03**

Dear Mr. Pond:

Evoqua Water Technologies LLC would like to thank you for your business and continued interest in our products and services.

The new price for BIOXIDE will be \$3.26 per gallon delivered in minimum 2,000-gallon bulk loads. This pricing will take effect on November 1, 2021, and remain firm through October 31, 2022. The \$300 monthly equipment rental fee shall remain the same. The above price is for BIOXIDE and includes two maintenance and optimization services per year.

BIOXIDE, BIOXIDE-AQ and BIOXIDE AE are proprietary processes developed by Evoqua Water Technologies LLC. A license to use Bioxide products is included with the product sale. Patents that cover aspects of the use of Bioxide products include, but are not necessarily limited to, United States Patent Nos. 5,500,368, 6,309,597, 7,087,172, 7,285,217, and 7,553,420 B2. Bioxide, Bioxide-AQ, Bioxide AE, AQUIT and Full-Service Odor Control are trademarks of Evoqua Water Technologies LLC.

All deliveries require 5-7 business days' notice from receipt of purchase order. Any applicable taxes due are not included. The attached Evoqua Terms and Conditions are considered part of this notice and shall prevail.

Evoqua appreciates your business and support and looks forward to continuing to provide you the quality products, services and lowest cost solutions. If you have any questions, comments, or if I can be of service to you in any way, please contact me at (941) 313-0736 or via email at Alan.Armstrong@Evoqua.com. We look forward to providing you "Best in Class" service for years to come.

Sincerely,

Evoqua Water Technologies LLC

Alan Armstrong

Alan Armstrong
Technical Sales Representative

**RE: 2021-2022 BIOXIDE® FULL-SERVICE ODOR CONTROLSM PROGRAM
CITY OF PLAINWELL, MICHIGAN
Evoqua Quote No. Q210715SB03**

Evoqua will process your order when we receive acceptance of this proposal, by signing below and returning to municipalservices@evoqua.com or via fax to: (941) 359-7985.

Accepted by: _____

This _____ day of _____ Year _____

By: _____

Title: _____

Company: _____

EVOQUA WATER TECHNOLOGIES LLC

Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. **THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.**
8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

PAYMENT APPLICATION

TO: City of Plainwell 211 N Main Street Plainwell MI 49080 Attn: Accounts Payable	PROJECT NAME AND LOCATION: PaperMill Demo Plainwell Inc Mill Decommissioning & Demo Proj 200 Allegan Street Plainwell MI 49080	ARCHITECT: Melching Inc 3662 Airline Road Muskegon MI 49444	APPLICATION # 7 PERIOD THRU: 09/02/2021 PROJECT #s: DATE OF CONTRACT: 07/16/2020	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR
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CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1. CONTRACT AMOUNT \$3,665,250.00 ✓
2. SUM OF ALL CHANGE ORDERS \$118,368.00 ✓
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2) \$3,783,618.00 ✓
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page) \$3,636,277.50 ✓
5. RETAINAGE:
 - a. 10.00% of Completed Work \$363,627.75 ✓
(Columns D + E on Continuation Page)
 - b. 0.00% of Material Stored \$0.00
(Column F on Continuation Page)
 Total Retainage (Line 5a + 5b or Column I on Continuation Page) \$363,627.75
6. TOTAL COMPLETED AND STORED LESS RETAINAGE \$3,272,649.75
(Line 4 minus Line 5 Total)
7. LESS PREVIOUS PAYMENT APPLICATIONS \$2,868,929.10
8. PAYMENT DUE \$403,720.65
9. BALANCE TO COMPLETION \$510,968.25
(Line 3 minus Line 6)

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$84,543.00	\$0.00
Total approved this month	\$33,825.00	\$0.00
TOTALS	\$118,368.00	\$0.00
NET CHANGES	\$118,368.00	

PAYMENT APPLICATION

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Melching Inc

By: *[Signature]*

Date: 10.8.21

State of: Michigan
County of: Muskegon
Subscribed and sworn to before me this 8th day of October 2021

Notary Public: Janet Woodring
My Commission Expires: May 14 2025

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT.....

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT:

By: _____ Date: _____

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

PROJECT: PaperMill Demo
 Plainwell Inc Mill Decommissioning & Demo Project
 APPLICATION #: 7
 DATE OF APPLICATION: 10/08/2021
 PERIOD THRU: 09/02/2021
 Payment Application containing Contractor's signature is attached.
 PROJECT #s:

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
1	General Conditions	\$119,000.00	\$100,200.00	\$8,000.00	\$0.00	\$108,200.00	91%	\$10,800.00	
2	General & Site Temp Facilities & Controls	\$50,000.00	\$41,500.00	\$6,000.00	\$0.00	\$47,500.00	95%	\$2,500.00	
3	Asbestos Abatement	\$517,000.00	\$517,000.00	\$0.00	\$0.00	\$517,000.00	100%	\$0.00	
4 IV A	Env. Decom. Bldgs 1,1A,4,4A,5,5A 5B,6,6A,7,9,14, 29 & Train Shed	\$620,000.00	\$620,000.00	\$0.00	\$0.00	\$620,000.00	100%	\$0.00	
4 IV B1	Env. Decommissioning Bldg 2 First Floor	\$65,000.00	\$65,000.00	\$0.00	\$0.00	\$65,000.00	100%	\$0.00	
4 IV B2	Env. Decommissioning Bldg 2 Basement	\$40,000.00	\$40,000.00	\$0.00	\$0.00	\$40,000.00	100%	\$0.00	
4 IV B3	Env. Decom. Bldgs 2/14- Painted Bldg Mat'l within Bldg 14/S. Wall of	\$101,000.00	\$70,000.00	\$25,950.00	\$0.00	\$95,950.00	95%	\$5,050.00	
4 IV C1	Env. Decommissioning Bldg 3 First Floor	\$42,000.00	\$42,000.00	\$0.00	\$0.00	\$42,000.00	100%	\$0.00	
4 IV C2	Env. Decommissioning Bldg 3 Basement	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100%	\$0.00	
4 IV D 1	Env. Decommissioning Bldg 10 First Floor	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	100%	\$0.00	
4 IV D 2	Env. Decommissioning Bldg 10 Basement	\$51,000.00	\$51,000.00	\$0.00	\$0.00	\$51,000.00	100%	\$0.00	
5	Demolition	\$1,034,000.00	\$847,100.00	\$186,900.00	\$0.00	\$1,034,000.00	100%	\$0.00	
6	Salvage for Reuse - Cancelled	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
7	Salvation for Historical Preservation	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$7,000.00	100%	\$0.00	
8 A	Site Restoration - Bldg 2 - Beam Replacement & Roof Stabilization	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
8 B	Site Restoration - Bldg 2 - West Wall	\$90,000.00	\$81,000.00	\$4,500.00	\$0.00	\$85,500.00	95%	\$4,500.00	
SUB-TOTALS		\$2,741,500.00	\$2,487,300.00	\$231,350.00	\$0.00	\$2,718,650.00	99%	\$22,850.00	

CONTINUATION PAGE

PROJECT: PaperMill Demo
 Plaintiff Inc Mill Decommissioning & Demo
 Project
 APPLICATION #: 7
 DATE OF APPLICATION: 10/08/2021
 PERIOD THRU: 09/02/2021
 PROJECT #s:

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	H BALANCE TO COMPLETION (C-G)	I RETAINAGE (if Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
8 C	Site Restoration - Bldg 2- South Wall	\$56,000.00	\$30,000.00	\$26,000.00	\$0.00	\$56,000.00	100%	\$0.00	
8 D	Site Restoration - Bldg 3 - South Wall	\$220,000.00	\$110,000.00	\$88,000.00	\$0.00	\$198,000.00	90%	\$22,000.00	
8 E	Site Restoration - Bldg 3 - North Wall - Roll up Door Area	\$67,000.00	\$67,000.00	\$0.00	\$0.00	\$67,000.00	100%	\$0.00	
8 F	Site Restoration - Bldg 10 - West Wall	\$46,000.00	\$9,200.00	\$36,800.00	\$0.00	\$46,000.00	100%	\$0.00	
9.1X A	Backfill & Restoration 1X A 21AA	\$50,294.00	\$0.00	\$24,000.00	\$0.00	\$24,000.00	48%	\$26,294.00	
9.1X B	Backfill & Restoration 1X B	\$161,456.00	\$144,656.00	\$0.00	\$0.00	\$144,656.00	90%	\$16,800.00	
10	Top Soil	\$54,000.00	\$30,000.00	\$24,516.00	\$0.00	\$54,516.00	101%	(\$516.00)	
11	Seeding	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$10,000.00	
12	Safety	\$10,000.00	\$8,000.00	\$1,000.00	\$0.00	\$9,000.00	90%	\$1,000.00	
13	Mobilization / Demobilization	\$30,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	50%	\$15,000.00	
14 Alt 1	Restoration of one steel truss to original configuration(Cancelled)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
14 Alt 3	Reclaimed timber, bricks and related components from Bldg 1	\$85,000.00	\$85,000.00	\$0.00	\$0.00	\$85,000.00	100%	\$0.00	
14 Alt 4	Replace rotted wood beams in Bldg 2 with Salvaged Beams	\$24,000.00	\$24,000.00	\$0.00	\$0.00	\$24,000.00	100%	\$0.00	
15	Additional Insurance Premium	\$60,000.00	\$60,000.00	\$0.00	\$0.00	\$60,000.00	100%	\$0.00	
16	Building 2 Roofing	\$55,000.00	\$33,000.00	\$0.00	\$0.00	\$33,000.00	60%	\$22,000.00	
17	Water Tower - Not on List to Demo	(\$5,000.00)	\$0.00	\$0.00	\$0.00	\$0.00	0%	(\$5,000.00)	
SUB-TOTALS		\$3,665,250.00	\$3,103,156.00	\$431,666.00	\$0.00	\$3,534,822.00	96%	\$130,428.00	

CONTINUATION PAGE

PROJECT: PaperMill Demo
 Plainwell Inc Mill Decommissioning & Demo Project
 APPLICATION #: 7
 DATE OF APPLICATION: 10/08/2021
 PERIOD THRU: 09/02/2021
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A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP. (G / C)	I BALANCE TO COMPLETION (C-G)	J RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
18	CO # 1 - Fire Protection Line Basement Bldg 2&3	\$4,945.00	\$4,945.00	\$0.00	\$0.00	\$4,945.00	100%	\$0.00	
19	CO # 2 - Install WACO Shoring Tower Bldg #3	\$6,854.00	\$6,854.00	\$0.00	\$0.00	\$6,854.00	100%	\$0.00	
20	CO # 3 - Rafter Beas and Exterior Bricks	\$34,500.00	\$34,500.00	\$0.00	\$0.00	\$34,500.00	100%	\$0.00	
21	Change Order # 4 Item 14 Alt 1 deleting from scope	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
24	CO # 11 - Bulging West Wall Area of Bldg 2	\$6,580.00	\$6,580.00	\$0.00	\$0.00	\$6,580.00	100%	\$0.00	
25	CO # 8 - Stiffening of Partial Rotted Wood Beams Bldg 2	\$19,217.00	\$19,217.00	\$0.00	\$0.00	\$19,217.00	100%	\$0.00	
26	CO # 7 - Additional Asbestos	\$10,867.00	\$10,867.00	\$0.00	\$0.00	\$10,867.00	100%	\$0.00	
27	CO # 13 - DLD - Disposal of Prev profiled chem waste	\$1,580.00	\$1,580.00	\$0.00	\$0.00	\$1,580.00	100%	\$0.00	
28	CO # 11 dtd 9-01-21 Bldg #2 NW Corner Revised	\$33,825.00	\$0.00	\$16,912.50	\$0.00	\$16,912.50	50%	\$16,912.50	
TOTALS		\$3,783,618.00	\$3,187,699.00	\$448,578.50	\$0.00	\$3,636,277.50	96%	\$147,340.50	

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Upon receipt by the undersigned of a

check from: City of Plainwell

in the sum of: \$403,720.65 Four Hundred Three Thousand Seven Hundred Twenty and 65/100

payable to: Melching Inc

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has

on the job of: City of Plainwell

located at: Plainwell Inc Mill Decommissioning & Demo Project
200 Allegan Street Plainwell MI 49080
Parcel 55-030-076-01

to the following extent.

This release covers a progress payment for labor, services, equipment or material

furnished to: City of Plainwell

through: 09022021

only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in the release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: 10/08/2021

Company: Melching Inc

Signature: 

By: Brandon Murphy, Vice President
(Name & Title)

State of: Michigan

County of: Muskegon

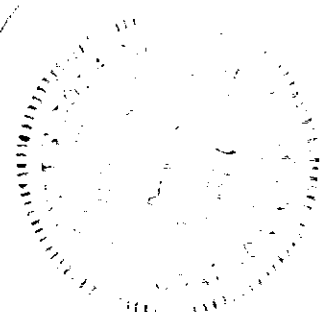
Subscribed and sworn to before me, this 8 day of October 2021

Notary Public Signature: 

Notary Public Name: Janet Woodring

My Commission Expires: May 14 2025

Janet Woodring
NOTARY PUBLIC - STATE OF MICHIGAN
County of Muskegon
My Commission Expires 5/14/2025
Acting in the County of Muskegon



SWORN STATEMENT

State of Michigan

County of Muskegon

Melching Inc. being sworn, states the following:

Melching Inc. (deponent), is the (contractor) (subcontractor) for an improvement to the following real property in City of Plainwell, MI (state), described as follows (insert legal description of property):

Plainwell Paper Mill Project 180 Michigan Ave, Plainwell MI Application 7
Parcel 55-030-076-01

The following is a statement of each subcontractor and supplier, and laborer for whom payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (contractor) (subcontractor) has (contracted) (subcontracted) for performance under the contract with the owner or lessee of the property, and the amounts due to the persons as of the date of this statement are correctly and fully set forth opposite their names.

Name, Address and Telephone & Fax Numbers of Subcontractor, Supplier or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owning	Balance to Complete including retainage	Amount of Laborer Wages Due but Unpaid	Amount of Laborer Fringe Benefits and Withholdings Due but Unpaid
DM CONTRACTING	Contract Labor	251,620.72	251,620.72	-	-	-	-
Young Environmental	Environmental	734,807.80	734,807.80	-	-	-	-
Young Environmental	Safety Monitoring	46,419.68	11,182.70	35,236.98	-	-	-
Building Restoration	Contract Labor	509,457.00	383,386.77	34,086.00	91,984.23	-	-
Ottawa County Farms - Republic Services	Sanitation/Waste	227,787.17	218,894.57	8,892.60	-	-	-
Top Grade Aggregate	LimeStone	19,877.01	19,877.01	-	-	-	-
High Grade Materials	Sand	\$ 51,611.11	51,611.11	-	-	-	-
US Ecology	Land Fill	66,525.80	66,525.80	-	-	-	-
J & H Fuel	Fuel	\$ 53,863.27	42,817.42	11,045.85	-	-	-
Cloverdale Equipment	Rental Equip	\$ 166,798.16	\$ 151,660.30	\$ 15,137.86	-	-	-
B & R Trailer	Trailer Rental	10,146.75	10,146.75	-	-	-	-
Grand Davo Crane	Rigging	44,428.00	44,428.00	-	-	-	-
SME	Monitoring	12,934.52	12,934.52	-	-	-	-
Diamond Concrete Cutting	Saw Cutting	70,473.00	67,348.00	3,125.00	-	-	-
Division 7	Roofing	67,732.73	43,041.66	-	24,691.07	-	-
TOTAL:		2,334,482.72	2,110,283.13	107,524.29	116,675.30	-	-

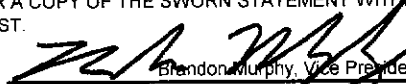
(Some columns are not applicable to all persons listed)

The contractor has not procured material from, or subcontracted with, any person other than those set forth and owes no money for the improvement other than the sums set forth.

I make this statement as the contractor to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement and except for claims of construction liens by laborers that may be provided under section 109 of the construction lien act, 1980 PA 497, MCL 570.1109.

WARNING TO OWNER OR LESSEE: AN OWNER OR LESSEE OF THE PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING UNDER SECTION 109 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1109, TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

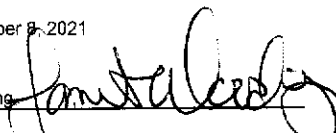
ON RECEIPT OF THIS SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE, MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, BY TELEPHONE, OR PERSONALLY, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING UNDER SECTION 109 OR, IF A NOTICE OF FURNISHING IS EXCUSED UNDER SECTION 108 OR 108A, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER NAMED IN THE SWORN STATEMENT. IF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR WHO IS NAMED IN THE SWORN STATEMENT MAKES A REQUEST, THE OWNER, LESSEE, OR DESIGNEE SHALL PROVIDE THE REQUESTER A COPY OF THE SWORN STATEMENT WITHIN 10 BUSINESS DAYS AFTER RECEIVING THE REQUEST.

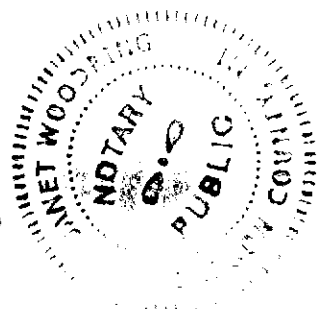

Brandon Murphy, Vice President
Deponent

WARNING TO DEPONENT: A PERSON WHO GIVES A FALSE SWORN STATEMENT WITH INTENT TO DEFRAUD IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1110.

Subscribed and sworn to before me on

October 9, 2021

Janet Woodring 
Notary Public, Muskegon County, MI (State)
Acting in Muskegon County
My Commission Expires: May 14 2025





PLAINWELL PAPER MILL

APPLICATION NUMBER

7

Period Through

9/2/2021

Item	Work Description	Amount		Amount This Period	% Complete To Date	Balance to Completion	
		Scheduled amount	Previous Periods				
1	Base Bid	3,496,250.00	2,934,156.00	431,666.00	75%	130,428.00	3,365,822.00
2	Alternate 1	-	-	-	0%	-	
3	Alternate 3	85,000.00	85,000.00	-	100%	-	
4	Alternate 4	24,000.00	24,000.00	-	100%	-	
5	Additional Insurance	60,000.00	60,000.00	-	100%	0.00	
6	Change Order 1	4,945.00	4,945.00	-	100%	0.00	
7	Change Order 2	6,854.00	6,854.00	-	100%	0.00	
8	Change Order 3	34,500.00	34,500.00	-	100%	-	
9	Change Order 11	6,580.00	6,580.00	-	100%	-	
10	Change Order 8	19,217.00	19,217.00	-	100%	-	
11	Change Order 7	10,867.00	10,867.00	-	100%	-	
12	Change Order 13	1,580.00	1,580.00	-	100%	-	
13	Change Order 11 Rev	33,825.00	33,825.00	16,912.50	50%	16,912.50	
Sub totals		3,783,618.00	3,187,699.00	448,578.50		147,340.50	
Total Complete to Date				3,636,277.50			
Retainage			10%	363,627.75			
Previously Invoiced				2,868,929.10			
Total Amount This Application				403,720.65			

Brandon Murphy
MM

Brandon Murphy
 Vice President

(Acknowledgment by Surety)

STATE OF MICHIGAN)
) ss.:
COUNTY OF MUSKEGON)

Party Waiving Lien - Name Republic Services – Ottawa County Farms Landfill
- Address 15550 68th Ave Coopersville, MI 49404

Role (Underline One):
 CONTRACTOR
 Laborer
 Supplier
 Other
 Subcontractor

Payment Received From - Name Melching Inc

Description of Services Sanitation – Waste Disposal - for Plainwell Paper Project – 180 Michigan Ave.
Plainwell MI – Parcel 55-030-076-01

Accumulated Payment Amount \$218,894.57 thru invoice 39030 dtd 6-30-21

Upon actual receipt of the stated accumulated payment amount as consideration and satisfaction for furnishing material, labor or services in connection with the named premises location the undersigned, being duly authorized by the party waiving the Lien, by signing this Partial Waiver of Lien does waive, surrender and release any and all Lien, claim or right of Lien (asserted or unasserted) to the date of this Partial Waiver of Lien.

The undersigned covenants that any and all documents requested by the OWNER to effectuate this Partial Waiver of Lien shall be executed.

AUTHORIZED PERSON

Signature Shelley Windemuller
Name (Print or Type) Shelley Windemuller
Capacity (Print or Type) Business Unit Finance Manager
Date 10/5/21
Email BFritz@Republicservices.com

(Acknowledgment by Surety)

STATE OF MICHIGAN)
) ss.:
COUNTY OF MUSKEGON)

Party Waiving Lien - Name B & R Mobile Homes Inc
- Address 8510 Algoma Ave Rockford, MI 49341

Role (Underline One): CONTRACTOR **Supplier** Subcontractor
 Laborer **Other**

Payment Received From - Name Melching Inc


Description of Services Equipment Rental - for Plainwell Paper Project - 180 Michigan Ave
Plainwell MI - Parcel 55-030-076-01

- Accumulated Payment Amount \$ 10,146.75

Upon actual receipt of the stated accumulated payment amount as consideration and satisfaction for furnishing material, labor or services in connection with the named premises location the undersigned, being duly authorized by the party waiving the Lien, by signing this Partial Waiver of Lien does waive, surrender and release any and all Lien, claim or right of Lien (asserted or unasserted) to the date of this Partial Waiver of Lien.

The undersigned covenants that any and all documents requested by the OWNER to effectuate this Partial Waiver of Lien shall be executed.

AUTHORIZED PERSON

Signature 
Name (Print or Type) SHERI BIRON
Capacity (Print or Type) Admin
Date 10-5-21
Email B&R Sales and Leasing <brsalesandleasing@gmail.com>

(Acknowledgment by Surety)

STATE OF MICHIGAN)
) ss.:
COUNTY OF MUSKEGON)

Party Waiving Lien - Name Diamond Concrete Sawing
- Address Dept 4020 PO Box 30516 Lansing MI 48909-8016

Role (Underline One): CONTRACTOR Supplier Subcontractor
 Laborer Other

Payment Received From - Name Melching Inc

Description of Services Concrete Cutting - for Plainwell Paper Project – 180 Michigan Ave
Plainwell MI – Parcel 55-030-076-01

Accumulated Payment Amount \$ 67,348.00

Upon actual receipt of the stated accumulated payment amount as consideration and satisfaction for furnishing material, labor or services in connection with the named premises location the undersigned, being duly authorized by the party waiving the Lien, by signing this Partial Waiver of Lien does waive, surrender and release any and all Lien, claim or right of Lien (asserted or unasserted) to the date of this Partial Waiver of Lien.

The undersigned covenants that any and all documents requested by the OWNER to effectuate this Partial Waiver of Lien shall be executed.

AUTHORIZED PERSON

Signature

Digitally signed by
Becky S Hernandez
Date: 2021.09.30
09:49:22 -04'00'

Name (Print or Type)

Becky Hernandez

Capacity (Print or Type)

Office Manager

Date

9/30/2021

Email

Becky Hernandez <BeckyH@diamondconcretesawing.com>

(Acknowledgment by Surety)

STATE OF MICHIGAN)
) ss.
COUNTY OF MUSKEGON)

Party Waiving Lien - Name Building Restoration, Inc
- Address 2423 Bayne Road Kalamazoo, MI 49004

Role (Underline One): CONTRACTOR Supplier Subcontractor
 Laborer Other

Payment Received From - Name Melching Inc

Description of Services Contract Labor - for Plainwell Paper Project - 180 Michigan Ave
Plainwell MI - Parcel 55-030-076-01

Accumulated Payment Amount \$ 383,386.77 THROUGH APRIL 30, 2021

Upon actual receipt of the stated accumulated payment amount as consideration and satisfaction for furnishing material, labor or services in connection with the named premises location the undersigned, being duly authorized by the party waiving the Lien, by signing this Partial Waiver of Lien does waive, surrender and release any and all Lien, claim or right of Lien (asserted or unasserted) to the date of this Partial Waiver of Lien.

The undersigned covenants that any and all documents requested by the OWNER to effectuate this Partial Waiver of Lien shall be executed.

AUTHORIZED PERSON

Signature

Greg Terrell

Name (Print or Type)

GREG TERRELL

Capacity (Print or Type)

PRESIDENT

Date

9-9-2021

Email

mmaurer@gabri.com

(Acknowledgment by Surety)

STATE OF MICHIGAN)
)
COUNTY OF MUSKEGON) ss.:

Party Waiving Lien - Name Top Grade Aggregate
- Address 3407 58th Street Hamilton, MI 49419

Role (Underline One):
 CONTRACTOR Supplier Subcontractor
 Laborer Other

Payment Received From - Name Melching Inc

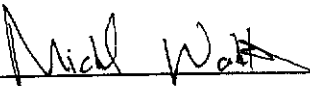
Description of Services Limestone Supplier - for Plainwell Paper Project - 180 Michigan Ave
Plainwell MI - Parcel 55-030-076-01

Accumulated Payment Amount \$ 19,877.01

Upon actual receipt of the stated accumulated payment amount as consideration and satisfaction for furnishing material, labor or services in connection with the named premises location the undersigned, being duly authorized by the party waiving the Lien, by signing this Partial Waiver of Lien does waive, surrender and release any and all Lien, claim or right of Lien (asserted or unasserted) to the date of this Partial Waiver of Lien.

The undersigned covenants that any and all documents requested by the OWNER to effectuate this Partial Waiver of Lien shall be executed.

AUTHORIZED PERSON

Signature 
Name (Print or Type) Michael Wabeke
Capacity (Print or Type) Accountant
Date 9-9-21
Email Michael - mwabeke@topgradesmc.com

(Acknowledgment by Surety)

STATE OF MICHIGAN)
) ss.
COUNTY OF MUSKEGON)

Party Waiving Lien - Name DM Contracting LLC
- Address 1995 E Troy Ave Suite A Indianapolis, IN 46203

Role (Underline One): CONTRACTOR Supplier Subcontractor
 Laborer Other

Payment Received From - Name Meiching Inc

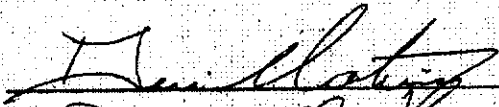
Description of Services Temp Contract Labor - for Plainwell Paper Project - 180 Michigan Ave
Plainwell MI - Parcel 55-030-076-01

Accumulated Payment Amount \$ 251,620.72

Upon actual receipt of the stated accumulated payment amount as consideration and satisfaction for furnishing material, labor or services in connection with the named premises location the undersigned, being duly authorized by the party waiving the Lien, by signing this Partial Waiver of Lien does waive, surrender and release any and all Lien, claim or right of Lien (asserted or unasserted) to the date of this Partial Waiver of Lien.

The undersigned covenants that any and all documents requested by the OWNER to effectuate this Partial Waiver of Lien shall be executed.

AUTHORIZED PERSON

Signature 
Name (Print or Type) Denis Martinez
Capacity (Print or Type) Manager
Date 09/09/2021
Email Denis Martinez (Denismart1862@gmail.com)

(Acknowledgment by Surety)

STATE OF MICHIGAN)
) ss.
COUNTY OF MUSKELGON)

Party Waiving Lien - Name Young Environmental
- Address G-5305 N Dort Hwy Flint MI 48505

Role (Underline One):
 CONTRACTOR Supplier Subcontractor
 Laborer Other

Payment Received From - Name Melching Inc.

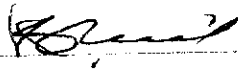
Description of Services Environmental for Plainwell Paper Project - 180 Michigan Ave.
Plainwell MI - Parcel 55-030-076-01

Accumulated Payment Amount \$ 734,807.80

Upon actual receipt of the stated accumulated payment amount as consideration and satisfaction for furnishing material, labor or services in connection with the named premises location the undersigned being duly authorized by the party waiving the Lien, by signing this Partial Waiver of Lien does waive, surrender and release any and all Lien, claim or right of Lien (asserted or unasserted) to the date of this Partial Waiver of Lien.

The undersigned covenants that any and all documents requested by the OWNER to effectuate this Partial Waiver of Lien shall be executed.

AUTHORIZED PERSON

Signature 
Name (Print or Type) KMS TIRIO
Capacity (Print or Type) VP/GM
Date 9/9/2021
E-mail Darlene.Linn@youngenv.com

(Acknowledgment by Surety)

STATE OF MICHIGAN)
) ss.
COUNTY OF MUSKIEGON)

Party Waiving Lien - Name Young Environmental
- Address 625305 N. Dort Highway Flint MI 48505

Role (Underline One): CONTRACTOR Supplier Subcontractor
 Laborer Other

Payment Received From - Name Melching Inc

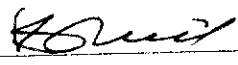
Description of Services Safety - for Plainwell Paper Project - 180 Michigan Ave
Plainwell MI - Parcel 55-030-076-01

Accumulated Payment Amount \$ 11,182.70

Upon actual receipt of the stated accumulated payment amount as consideration and satisfaction for furnishing material, labor or services in connection with the named premises location the undersigned, being duly authorized by the party waiving the Lien, by signing this Partial Waiver of Lien does waive, surrender and release any and all Lien, claim or right of Lien (asserted or unasserted) to the date of this Partial Waiver of Lien.

The undersigned covenants that any and all documents requested by the OWNER to effectuate this Partial Waiver of Lien shall be executed.

AUTHORIZED PERSON

Signature 
Name (Print or Type) KRISTIN
Capacity (Print or Type) VP/ GM
Date 9/9/2021
Email Darlene Finn (616) 221-1111

(Acknowledgment by Surety)

STATE OF MICHIGAN)
) ss.:
COUNTY OF MUSKEGON)

Party Waiving Lien - Name High Grade Materials
- Address 3512 Alean Ave Rockford, MI 49341

Role (Underline One): CONTRACTOR Supplier Subcontractor
 Laborer Other

Payment Received From - Name Meiching Inc

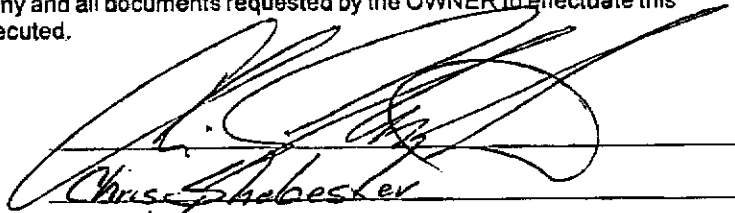
Description of Services Sand - for Plainwell Paper Project - 180 Michigan Ave
Plainwell MI - Parcel 55-030-076-01

Accumulated Payment Amount \$ 51,611.11

Upon actual receipt of the stated accumulated payment amount as consideration and satisfaction for furnishing material, labor or services in connection with the named premises location the undersigned, being duly authorized by the party waiving the Lien, by signing this Partial Waiver of Lien does waive, surrender and release any and all Lien, claim or right of Lien (asserted or unasserted) to the date of this Partial Waiver of Lien.

The undersigned covenants that any and all documents requested by the OWNER to effectuate this Partial Waiver of Lien shall be executed.

AUTHORIZED PERSON

Signature 
Name (Print or Type) Chris Sabester
Capacity (Print or Type) Credit Mgr.
Date 9/9/2021
Email cr@highgradematerials.com

(Acknowledgment by Surety)

STATE OF MICHIGAN)
)
COUNTY OF MUSKEGON) ss.

Party Waiving Lien - Name IIS Ecology
- Address 17440 College Parkway, #300 Livonia, MI 48152

Role (Underline One): CONTRACTOR Supplier Subcontractor
Laborer Other

Payment Received From - Name Melching Inc

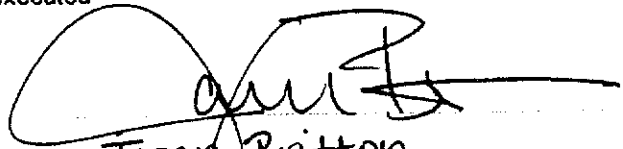
Description of Services Sanitation - Waste Disposal - for Plainwell Paper Project - 180 Michigan Ave Plainwell MI - Parcel 55-030-076-01

Accumulated Payment Amount \$ 66,525.80

Upon actual receipt of the stated accumulated payment amount as consideration and satisfaction for furnishing material, labor or services in connection with the named premises location the undersigned, being duly authorized by the party waiving the Lien, by signing this Partial Waiver of Lien does waive, surrender and release any and all Lien, claim or right of Lien (asserted or unasserted) to the date of this Partial Waiver of Lien.

The undersigned covenants that any and all documents requested by the OWNER to effectuate this Partial Waiver of Lien shall be executed

AUTHORIZED PERSON

Signature 
Name (Print or Type) Jason Britton
Capacity (Print or Type) Billing Supervisor
Date 09/10/2021
Email IIS Ecology (billing@iisecology.com)

(Acknowledgment by Surety)

STATE OF MICHIGAN)
)
COUNTY OF MUSKEGON KALAMAZOO) ss.:

Party Waiving Lien - Name Grand Davo Crane
- Address PO Box 19305 Kalamazoo, MI 49019

Role (Underline One): CONTRACTOR Supplier Subcontractor
 Laborer Other _____

Payment Received From - Name Melching Inc

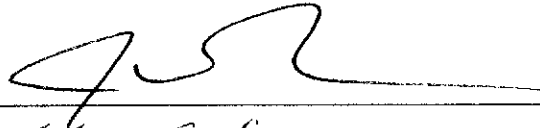
Description of Services Rigging for Plainwell Paper Project - 180 Michigan Ave
Plainwell MI - Parcel 55-030-076-01

Accumulated Payment Amount \$ 44,428.00

Upon actual receipt of the stated accumulated payment amount as consideration and satisfaction for furnishing material, labor or services in connection with the named premises location the undersigned, being duly authorized by the party waiving the Lien, by signing this Partial Waiver of Lien does waive, surrender and release any and all Lien, claim or right of Lien (asserted or unasserted) to the date of this Partial Waiver of Lien.

The undersigned covenants that any and all documents requested by the OWNER to effectuate this Partial Waiver of Lien shall be executed.

AUTHORIZED PERSON

Signature 
Name (Print or Type) JAMES T. CHAMNESS
Capacity (Print or Type) PRESIDENT
Date 09/13/2021
Email Accounting@TerrysRoadService.com

(Acknowledgment by Surety)

STATE OF MICHIGAN)
) ss.
COUNTY OF MUSKOGON)

Party Waiving Lien - Name Cloverdale Equipment of West Michigan
- Address 7175 Enterprise Drive, Norton Shores MI 49456

Role (Underline One) CONTRACTOR Supplier Subcontractor
 Laborer Other

Payment Received From - Name Melching Inc

Description of Services Equipment Rental for Plainwell Paper Project - 180 Michigan Ave,
Plainwell MI - Parcel 55-030-076-01

Accumulated Payment Amount \$ 151,660.30

Upon actual receipt of the stated accumulated payment amount as consideration and satisfaction for furnishing material, labor or services in connection with the named premises location the undersigned, being duly authorized by the party waiving the Lien, by signing this Partial Waiver of Lien does waive, surrender and release any and all Lien, claim or right of Lien (asserted or unasserted) to the date of this Partial Waiver of Lien.

The undersigned covenants that any and all documents requested by the OWNER to effectuate this Partial Waiver of Lien shall be executed.

AUTHORIZED PERSON

Signature *Ed Van Sweden*
Name (Print or Type) ED VAN SWEDEN
Capacity (Print or Type) VP/GM
Date 9-13-21
Email Wendyc@cloverdale-equip.com

(Acknowledgment by Surety)

STATE OF MICHIGAN)
)
COUNTY OF MUSKEGON) ss.:

Party Waiving Lien - Name SME
- Address 43980 Plymouth Oaks Blvd Plymouth, MI 48170

Role (Underline One): CONTRACTOR Supplier Subcontractor
 Laborer Other


Payment Received From - Name Melching Inc

Description of Services Monitoring for Plainwell Paper Project – 180 Michigan Ave
Plainwell MI – Parcel 55-030-076-01
SME Project # 84971.00, INV # 111959, 114652, 115415, 117447, 118335, 112947A

Accumulated Payment Amount \$ 12,934.52

Upon actual receipt of the stated accumulated payment amount as consideration and satisfaction for furnishing material, labor or services in connection with the named premises location the undersigned, being duly authorized by the party waiving the Lien, by signing this Partial Waiver of Lien does waive, surrender and release any and all Lien, claim or right of Lien (asserted or unasserted) to the date of this Partial Waiver of Lien.

The undersigned covenants that any and all documents requested by the OWNER to effectuate this Partial Waiver of Lien shall be executed.

AUTHORIZED PERSON
Signature  Paul Larsen
Name (Print or Type) Paul Larsen Sep 13 2021 4:22 PM
Capacity (Print or Type) Vice President
Date 9/13/2021
Email RaeAnn.Stella@sme-usa.com

(Acknowledgment by Surety)

STATE OF MICHIGAN)
) ss.:
COUNTY OF MUSKEGON)

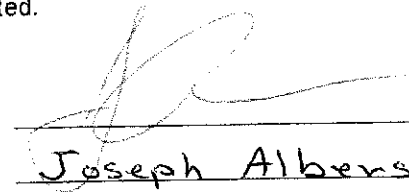
Party Waiving Lien - Name J H Oil
- Address ~~1995 E Troy Ave State A Indianapolis IN 46203~~
2696 Chicago Dr, PO Box 9464, Wyoming, MI 49509-04
Role (Underline One): CONTRACTOR Supplier Subcontractor
 Laborer Other

Payment Received From - Name Melching Inc
Description of Services Fuel - for Plainwell Paper Project - 180 Michigan Ave
Plainwell MI - Parcel 55-030-076-01

Accumulated Payment Amount \$ 42,817.42

Upon actual receipt of the stated accumulated payment amount as consideration and satisfaction for furnishing material, labor or services in connection with the named premises location the undersigned, being duly authorized by the party waiving the Lien, by signing this Partial Waiver of Lien does waive, surrender and release any and all Lien, claim or right of Lien (asserted or unasserted) to the date of this Partial Waiver of Lien.

The undersigned covenants that any and all documents requested by the OWNER to effectuate this Partial Waiver of Lien shall be executed.

AUTHORIZED PERSON
Signature 
Name (Print or Type) Joseph Albers
Capacity (Print or Type) CFO
Date 9-14-21
Email Julie Smith (jhbapa@jhoil.com)



“The Island City”

MEMORANDUM

211 N. Main Street
Plainwell, Michigan 49080
Phone: 269-685-6821
Fax: 269-685-7282

TO: Erik J. Wilson, City Manager
FROM: Brian Kelley, City Treasurer
DATE: December 27, 2021
SUBJECT: Encumbrance Rollover from 2020/2021 to 2021/2022 budget

ACTION RECOMMENDED: The City Council approve a budget amendment for the 2021/2022 budget in order to appropriate a prior year encumbrance into the current fiscal year.

An encumbrance reserves funds when a contract or purchase order is approved. The encumbrances also commit an equivalent budget amount for an expenditure line item. All prior year encumbrances reserved for obligations of materials and/or services that have not yet been delivered by year-end are to be closed in the prior year and reopened (carryover) in the current fiscal year. Annually, the budget appropriations for these obligations are moved from the prior fiscal year into the current fiscal year (2021/2022), allowing for the funds on these encumbrances to be expended in the current fiscal year.

City staff recently reviewed a listing of the outstanding encumbrances as of June 30, 2021 and determined those encumbrances that require re-appropriating into the current fiscal year in order to complete the purchases or services as intended. Upon review, ten (10) encumbrances are being brought forth for rollover:

- PO 5483 – GHD Services Inc. – Mill Demolition Oversight - \$ 18,444.06**
Account Code 443-970-972.000
- PO 5485 – Melching, Inc. – Mill Demolition Phase III - \$ 936,320.90**
Account Code 443-970-972.000
- PO 5545 – Fleis & Vandenbrink Inc. – Risk & Resilience EPA Plan – \$ 11,800.00**
Account Code 591-545-801.000
- PO 5550 – SLC Meter – Badger Meter Starter Kits – \$ 2,750.00**
Account Codes 591-545-775.000
- PO 5569 – Hoekstra Roofing Company Inc. – Roof Repairs Storm Damage - \$ 104,450.00**
Account Code 101-265-930.000
- PO 5572 – Ace Parking Lot Striping Inc. – Citywide Crosswalk Repainting - \$ 14,088.80**
Account Code 202/203-463.775.000
- PO 5576 – Waterway of Michigan Inc. – Annual Fire Hose Inspection – \$ 2,400.00**
Account Codes 101-336-930.000
- PO 5582 – Metron-Farnier – Water Meter Test Trials – \$ 1,250.00**
Account Codes 591-545-775.000
- PO 5585 – Shand & Jurs – Replace Methane Condense Equipment – \$ 8,550.00**
Account Codes 590-540-775.000
- PO 5586 – Melching, Inc. – Mill Restoration Roof Encapsulation 2&3 – \$ 134,748.22**
Account Codes 443-970-972.000

Approving the request for this budget amendment will ensure that work on existing obligations will continue and that there will be no impact on services planned for the current fiscal year. There is no impact to the city for rolling over prior year encumbrances. These funds have already been budgeted in prior year and were considered reserved and unavailable for purposes of the current fiscal year budget. The total amount being rolled over is \$ 1,234,801.98.

12/21/2021 11:47 AM
User: BKELLEY
DB: Plainwell

Purchase Order Report FOR CITY OF PLAINWELL
Status: Open & Partial

PO NUMBER	PO STATUS	PO TYPE	REQUIRED DATE	DATE POSTED	AMOUNT	PO BALANCE	VENDOR INFORMATION
000005483	Partial	Regular	07/20/2020	07/14/2020	619,995.50	8,673.91	004241 GHD SERVICES INC Contact: Phone:
BKELLEY		443 PUBLIC WORKS					
MILL DEMOLITION PROJECT OVERSIGHT, REPORTING, SAMPLING, MONITORING							
000005485	Partial	Regular	07/20/2020	07/14/2020	4,067,637.50	1,198,708.40	005044 MELCHING, INC. Contact: Phone:
BKELLEY		443 PUBLIC WORKS					
PHASE III DECOMMISSIONING & DEMOLITION OF THE FORMER PLAINWELL INC PAPER MILL							
000005545	Partial	Regular		12/28/2020	11,800.00	5,900.00	000153 FLEIS & VANDENBRINK INC Contact: Phone:
Cheryl		443 PUBLIC WORKS					
RISK & RESILIENCE EPA PLAN							
000005550	Open	Regular	01/14/2021	01/13/2021	2,750.00	2,750.00	005053 SLC METER Contact: Phone:
Cheryl		443 PUBLIC WORKS					
BADGER METER STARTER KITS (TRYING OUT METERS)							
000005569	Partial	Regular	03/26/2021	03/29/2021	264,450.00	104,450.00	004205 HOEKSTRA ROOFING COMPANY INC. Contact: Phone:
Cheryl		443 PUBLIC WORKS					
ROOF PROPOSAL FOR CITY BUILDINGS (HAIL DAMAGE INSURANCE COVERED)							
Grand Totals:		5			4,966,633.00	1,320,482.31	

12/21/2021 11:48 AM
User: BKELLEY
DB: Plainwell

Purchase Order Report FOR CITY OF PLAINWELL
Status: Completed

PO NUMBER	PO STATUS	PO TYPE	REQUIRED DATE	DATE POSTED	AMOUNT	PO BALANCE	VENDOR INFORMATION
000005572	Completed	Regular	04/15/2021	04/16/2021	14,088.80	0.00	000176 ACE PARKING LOT STRIPING, INC. Contact: Phone:
Cheryl		443 PUBLIC WORKS					
REPAINTING CROSSWALKS/MISC		CITYWIDE 2021					
000005576	Completed	Regular		04/22/2021	2,400.00	0.00	002642 WATERWAY OF MICHIGAN LLC Contact: Phone:
Bill		336 PUBLIC SAFETY - FIRE DIVISION					
ANNUAL HOSE INSPECTION							
000005582	Completed	Regular	06/03/2021	06/07/2021	1,250.00	0.00	005061 METRON-FARNIER Contact: Phone:
Cheryl		443 PUBLIC WORKS					
WATER METERS TRIAL TEST PACKAGE 2021							
000005585	Completed	Regular	06/15/2021	06/16/2021	8,550.00	0.00	004795 SHAND & JURIS Contact: Phone:
Bryan		540 PUMPING & TREATMENT					
REPLACE OF METHANE CONDENSATE EQUIPMENT							
000005586	Completed	Regular		06/22/2021	134,748.22	0.00	005044 MELCHING, INC. Contact: Phone:
BKELLEY		200 CITY ADMINISTRATION					
ROOF ENCAPSULATION MILL BUILDINGS 2 AND 3							
Grand Totals:		5			161,037.02	0.00	

City of Plainwell
Resolution No. 2022-01

WHEREAS, the Plainwell City Council has adopted Ordinance Number 236 creating the Ordinance Enforcement Officer Ordinance, and

WHEREAS, the Plainwell City Council must, by resolution, appoint individuals to act as Ordinance Enforcement Officers.

NOW, THEREFORE BE IT RESOLVED AS FOLLOWS: That the following individuals are hereby appointed as Ordinance Enforcement Officers for 2022:

Name of Appointee	Title or Position	Department
Erik J. Wilson	City Manager	Administration
Bill Bomar	Public Safety Director	Department of Public Safety
John Varley	Public Safety Deputy Director	Department of Public Safety
David L. Rantz	Public Safety Officer	Department of Public Safety
James R. Pell	Public Safety Officer	Department of Public Safety
Jeffrey S. Welcher	Public Safety Officer	Department of Public Safety
Michael Bruce	Public Safety Officer	Department of Public Safety
Joseph C. Culver	Public Safety Officer	Department of Public Safety
Brady Roberts	Public Safety Officer	Department of Public Safety
Robert Farris	Public Safety Officer – Part-Time	Department of Public Safety
Angela Doster	Ordinance / Records	Department of Public Safety
Olivia Liverpool	Records – Part Time	Department of Public Safety
Michael L. Pallett	Firefighter	Department of Public Safety
David W. Kuitert	Firefighter	Department of Public Safety
Spencer Brignall	Firefighter	Department of Public Safety
Richard K McCall	Firefighter	Department of Public Safety
Nathan N. Nash	Firefighter	Department of Public Safety
Wade Keyzer	Firefighter	Department of Public Safety
Aaron Bird	Firefighter	Department of Public Safety
Ronald R. Farr	Firefighter	Department of Public Safety
Brandon Sparks	Firefighter	Department of Public Safety
Devin Thomas	Firefighter	Department of Public Safety
Robert Stenzel	Firefighter	Department of Public Safety
Rodd Leonard	Firefighter	Department of Public Safety
James Gonzalez	Firefighter	Department of Public Safety
Robert Nieuwenhuis	Superintendent	Department of Public Works
Bryan D. Pond	Superintendent	Wastewater Treatment Plant
Brian Kelley	City Clerk/Treasurer	Administration
Maggie Fenger	Deputy City Clerk	Administration

BE IT STILL FURTHER RESOLVED THAT terms as Ordinance Enforcement Officers are Unexpiring except upon adoption of a new resolution, which supersedes this resolution, or termination of employment.

YES:
NO:
ABSENT:

Resolution Declared Adopted this 27th day of December, 2021

Brian Kelley, City Clerk/Treasurer

CERTIFICATE:

I the undersigned, the duly qualified Clerk of the City of Plainwell, Allegan County Michigan, do hereby certify the forgoing is true and complete copy of a Resolution adopted by the City Council of the City of Plainwell, Michigan, at a regular meeting of the City Council on the 27th day of December, 2021

Brian Kelley, City Clerk/Treasurer

DRAFT

**Resolution 2022-02
City of Plainwell**

A RESOLUTION REGARDING THE 2022 MEETINGS OF THE PLAINWELL CITY COUNCIL:

WHEREAS, pursuant to Section 5(2) of Act 266 of 1976, the Open Meetings Act, the Plainwell City Council must establish and post notice of its regularly scheduled meetings; and

WHEREAS, Regular City Council meetings are held at 7:00 PM local time, on the second and fourth Monday nights in the Plainwell City Council Chambers located at 211 North Main Street, Plainwell, Michigan, unless otherwise stated; and

WHEREAS, a regular meeting may be re-scheduled or a special meeting scheduled upon eighteen (18) hours posted notice; and

WHEREAS, questions regarding meetings should be directed to the City Clerk at 211 North Main Street, Plainwell, Michigan 269-685-6821;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

That the Plainwell City Council Regular Meetings for 2022 are scheduled for the following dates:

January	10 th	and	24 th
February	14 th	and	28 th
March	14 th	and	28 th
April	11 th	and	25 th
May	9 th	and	23 th
June	13 th	and	27 th
July	11 th	and	25 th
August	8 th	and	22 nd
September	12 th	and	26 th
October	10 th	and	24 th
November	14 th	and	28 th
December	12 th	and	27 th (Tuesday)

YES:

NO:

ABSENT:

Dated: December 27, 2021

Brian Kelley, City Clerk/Treasurer

The City Council for the City of Plainwell and all boards and commissions for the City of Plainwell will comply with the spirit and intent of the Americans with Disabilities Act. We will provide support and make reasonable accommodations to assist people with disabilities to access and participate in our programs, facilities and services. Please feel free to contact us if you need further information at 269-685-6821.

Resolution 2022-03
City of Plainwell

A RESOLUTION REGARDING THE 2022 HOLIDAY DATES APPROVED AS PAID HOLIDAYS FOR ALL CITY EMPLOYEES:

WHEREAS, the City of Plainwell Personnel Rules and Regulations, as amended, carefully details the holiday days which are approved for all City employees; and

WHEREAS, as required in Section 8 Employee Policy Handbook, Time off, section C Holidays the City Council is hereby requested to approve these specific dates for such holidays for the calendar year of 2022;

NOW, THEREFORE, BE IT RESOLVED THAT the Plainwell City Council hereby approves and mandates the holiday days and dates as follows with no deviations unless approved by the City Council:

<u>Good Friday</u> -	Friday, April 15, 2022
<u>Memorial Day</u> -	Monday, May 30, 2022
<u>Independence Day</u> -	Monday, July 4, 2022
<u>Labor Day</u> -	Monday, September 5, 2022
<u>Thanksgiving Day</u>	Thursday, November 24, 2022
<u>Day after Thanksgiving</u>	Friday, November 25, 2022
<u>Christmas Eve</u> -	Friday, December 23, 2022 (observed)
<u>Christmas Day</u> -	Monday, December 26, 2022 (observed)
<u>New Year's Eve</u> -	Friday, December 30, 2022 (observed)
<u>New Year's Day</u> -	Monday, January 2, 2023 (observed)

YES:

NO:

ABSENT:

Adopted: December 27, 2021

Brian Kelley, City Clerk/Treasurer

Resolution 2022-04
City of Plainwell

A RESOLUTION REGARDING THE 2022 DATES APPROVED AS DATES THE PLAINWELL CITY STREET FLAGS WILL BE FLOWN:

WHEREAS, the City of Plainwell City Council details the Dates which are approved to fly the Street flags, and

WHEREAS, the City Council is hereby requested to approve these specific dates for such street flags to be flown for the calendar year of 2022,

NOW, THEREFORE, BE IT RESOLVED THAT the Plainwell City Council hereby approves and mandates the Flag days and dates as follows:

Holiday/Event	Day	Date
Martin Luther King Day	3rd Monday	January 17, 2022
Presidents' Day	3rd Monday	February 21, 2022
Peace Officers Memorial Day	Sunday	May 15, 2022 (1/2 Staff)
Armed Forces Day	3rd Saturday	May 21, 2022
Memorial Day	Last Monday	May 30, 2022
Flag Day	Tuesday	June 14, 2022
Independence Day	Monday	July 4, 2022
Labor Day	First Monday	September 5, 2022
Patriot Day	Sunday	September 11, 2022 (1/2 Staff)
Veterans' Day	Friday	November 11, 2022
Pearl Harbor Day	Wednesday	December 7, 2022 (1/2 Staff)

Also for any State or National Election Day.

YES:

NO:

ABSENT:

Adopted: December 27, 2021

Brian Kelley, City Clerk/Treasurer

RESOLUTION

2022-05

To be used by Governmental Units in connection with Applications to Construct, Operate, Use and/or Maintain Within the Right-Of-Way; or to Close a State Trunk Line

BE IT RESOLVED, that the **Director of Public Safety** is hereby authorized to make application to the Michigan Department of State Highways & Transportation on behalf of the **City of Plainwell** in the county of Allegan, Michigan for the necessary permit(s) to allow for any parade or other event that would require the **closing of State Highways** for the calendar year 2022, January 1, 2022 to December 31, 2022 within the right-of-way of State Trunk Line Highways, and that the **City of Plainwell** in the county of Allegan, Michigan, will faithfully fulfill all permit requirements, and will indemnify and save harmless all persons from claims of every kind arising out of operations authorized by such permit(s) as is (are) issued.

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by the **Plainwell City Council** of the **City of Plainwell** at a Regular meeting held on the 27th day of December A.D. 2021

Signed _____

Title: **Brian Kelley, City Clerk**

Water Renewal

Superintendent: Bryan Pond

November 2021



Significant Department Actions and Results

The bio bed fan motor bearing was going bad and the motor was replaced due to the location and coupling of the motor.

The new motor for the west recirculation pump was installed.

The gas sensor panel for the screen building heater failed and is on order.

The heater at the Bioxide station failed and was replaced.

Required PFAS testing was done and reported on the bio-solids all levels were below action levels.

Pending Items (including CIP) FY 21/22

Expenditure Summary/Issues

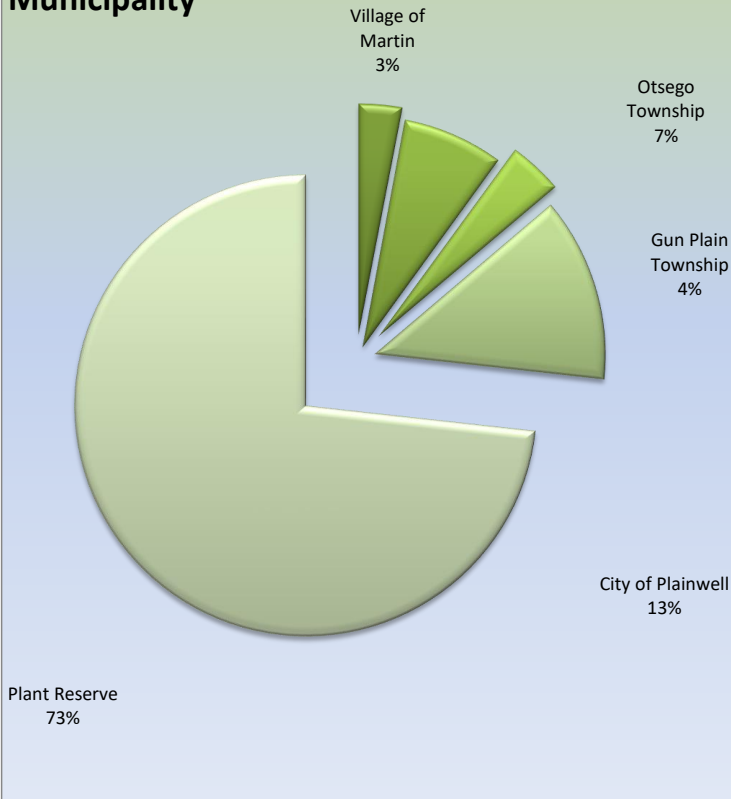
	<u>(budgeted)</u>	(completed)
Replace truck #2 (equipment fund)	\$32,000	
Replace Dystor Gas Membrane {Recommended manufacturer equipment life 15-17 yrs. Installed in 2005 is 17 yrs. in 2022}	\$150,000	
Influent manhole structure replacement {Cement structure from 1980; evaluation and replacement as a collapse of structure would be a catastrophic failure}	<i>evaluation</i> 5,000	
Replace (6) DOORS {Steel doors from 1980 replace with fiberglass or anodized aluminum}	\$40,000	
MAHL Study for IPP program necessary to update ever 10 years	\$52,000	
Replace remainder of 1980 HANDRAILS {Steel handrails have been maintained replace with aluminum}	\$55,000	
DYSTOR PLC	12,000	
{Last PLC SLC 50-05 operating in plant, replace with updated PLC}	<u>TOTAL</u>	
	314,000	

Monthly Flow Data

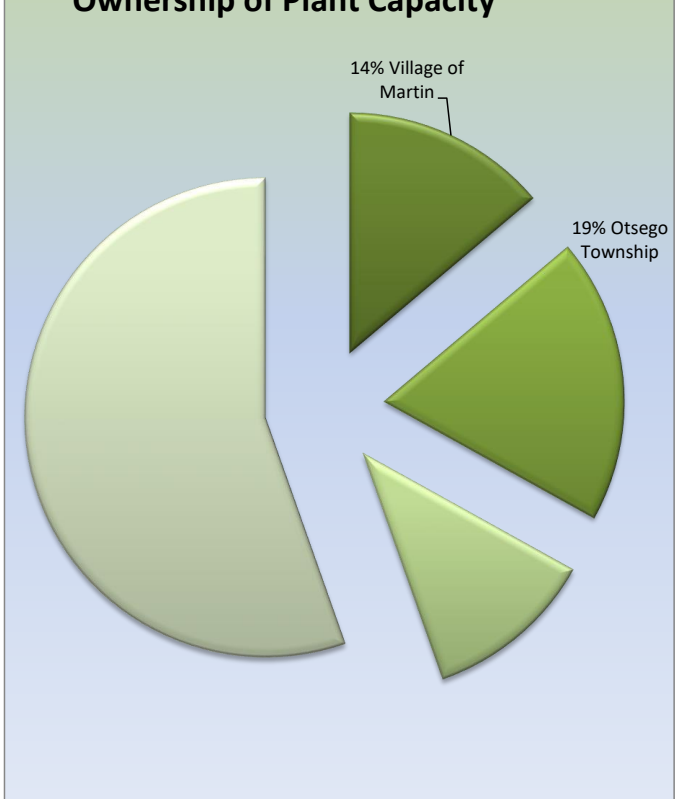
Our permitted volume of treatment is 1,300,000 gallons per day. The table and graph below shows the breakdown of average monthly flow from our customer communities, the percent ownership of our customer communities.

	Total Gallons	Permitted Daily Flow Gallons	Reserve	Ownership of Plant Capacity
Village of Martin	756,522			
Gun River MH Park	392,000			
US 131 Motor Sports Park	0			
Total:	1,148,522			
AVG. DAILY:	41,019	180,000	77%	14%
Otsego Township	Total: 2,764,000			
	AVG. DAILY: 98,714	250,000	61%	19%
Gun Plain Township	Total: 1,012,000			
North Point Church	2,000			
North 10th Street	295,078			
Gores Addition	167,000			
AVG. DAILY	52,717	150,000	65%	12%
City of Plainwell	Total: 5041692			
AVG. DAILY:	168056.41	720,000	77%	55%
Avg. Daily Plant Flow from entire service district	98,333			

Monthly % of Flow Per Municipality



Ownership of Plant Capacity



State Required Reporting Compatible Pollutants

MI State Requirement	City Benchmark	Monthly Avg. Reported/MDEQ
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Carbonaceous Biochemical oxygen demand (CBOD-5):

25 mg/l	15	11.88
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This test measures the amount of oxygen consumed by bacteria during the decomposition of organic materials. Organic materials from wastewater treatment facility act as a food source for bacteria.

TOTAL SUSPENDED SOLIDS (TSS):

30 mg/l	15	13
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Includes all particles suspended in water which will not pass through a filter. As levels of TSS increase, a water body begins to lose its ability to support a diversity of aquatic life.

PHOSPHORUS (P):

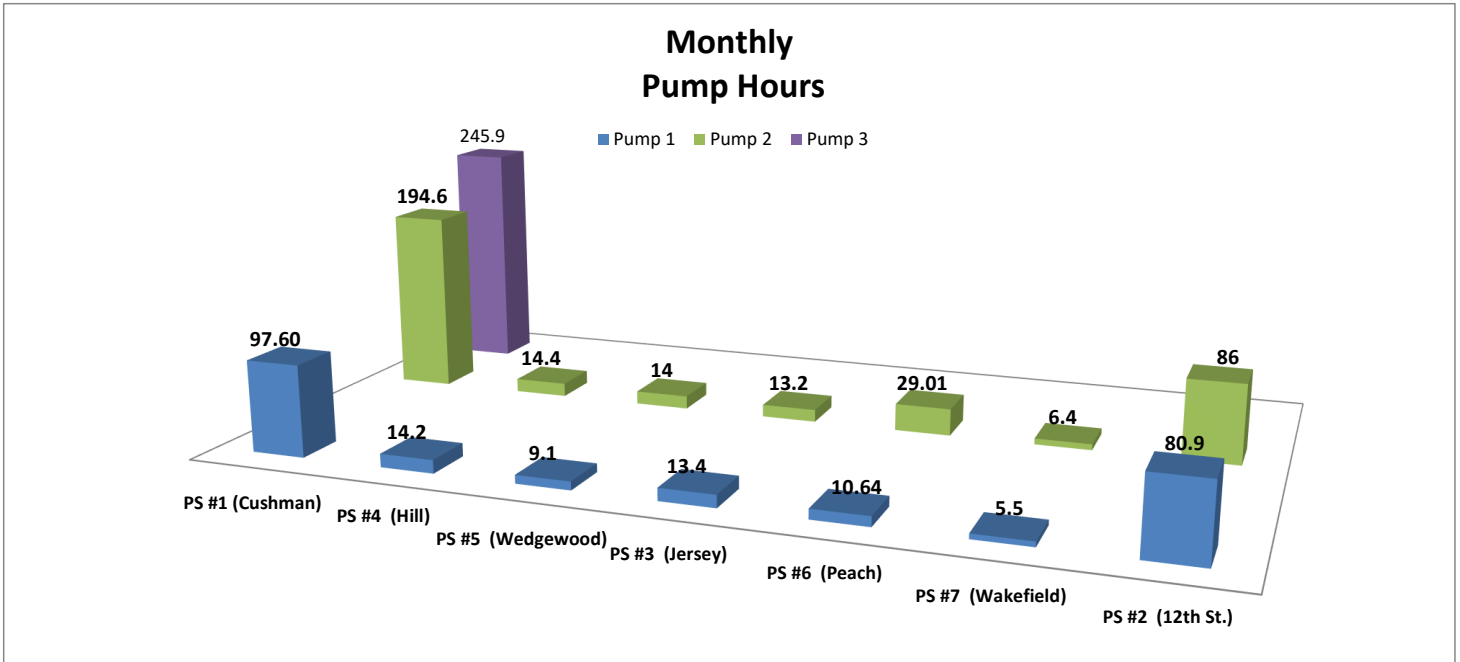
1.0 mg/l	0.45	0.29
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Controlling phosphorous discharges is a key factor in preventing eutrophication of surface waters. Eutrophication is caused by water enrichment of inorganic plant nutrients. Eutrophication negatively effects water bodies due to increases in algal blooming, causing excessive plant growth which depletes dissolved oxygen in the river which is necessary for aquatic life to survive.

Total Coliform (COLI):

200counts/ml	50	3
--------------	----	---

A group of bacteria found in soil, on vegetation and in large numbers in the intestine of warm-blooded animals, including humans. Water is not a natural medium for coliform organisms and their presence in water is indicative of some type of contamination.



Pumps convey the waste where gravity sewers cannot, run times are a indicator of how the station is operating and being maintained.

12/21/2021

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF PLAINWELL
 EXP CHECK RUN DATES 12/27/2021 - 12/27/2021
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Vendor Code	Vendor Name Invoice	Description	Amount
000004	PLAINWELL AUTO SUPPLY INC		
	648431	DPW - HATCHES FOR #16 AND #25 - DR	45.16
	648538	DPW - SHOP OIL/BRAKE CLEANER - DM	60.06
	648557	DPW - OIL FILTER #19 / OIL DRY FOR SHOP - DM	91.46
	648577	DPW - EXHAUST PARTS TRUCK #10	577.07
	648696	DPW - AIR FILTERS #16 - DR	167.78
	648697	DPW - EXHAUST CLAMP #10 - AB	29.99
	648754	DPW - OIL FILTER EXMARK #153 - DM	2.99
	648800	DPW - EXHAUST PARTS #10 - AB	52.33
	648865	DPW - ICE BLADES / DIP BRUSH HEAD - AB	38.27
	648885	DPW - FUEL FILTER #16 - AB	23.04
	649399	DPW - SILICONE SPRAY - AB	4.99
	649405	DPW - STARTER FLUID - AB	4.79
	649447	DPW - DE-ICER - AB	6.98
TOTAL FOR: PLAINWELL AUTO SUPPLY INC			1,104.91
000009	CONSUMERS ENERGY		
	206702258967	CRISPE HOUSE ELECTRICITY 11/15 TO 12/13/2021	227.41
TOTAL FOR: CONSUMERS ENERGY			227.41
000010	RIDDERMAN & SONS OIL CO INC		
	147895	DIESEL FUEL AT DPW DELIVERED 12/10/2021	859.41
	147896	GASOLINE AT DPW DELIVERED 12/10/2021	335.58
TOTAL FOR: RIDDERMAN & SONS OIL CO INC			1,194.99
000014	MICHIGAN GAS UTILITIES CORP		
	2021.11	GAS UTILITIES THROUGH DECEMBER 8, 2021	4,992.97
TOTAL FOR: MICHIGAN GAS UTILITIES CORP			4,992.97
000034	VERIZON		
	9894709364	UTILITY ALARM CELL SERVICE 11/11 - 12/10/2021	46.20
TOTAL FOR: VERIZON			46.20
000081	ROE-COMM INC		
	355796	WR - RADIO & INSTALL IN NEW TRUCK	1,034.12
TOTAL FOR: ROE-COMM INC			1,034.12
000092	EMERGENCY MEDICAL PRODUCTS INC		
	2301051	DPS - FACE MASK VARIETY	115.46
TOTAL FOR: EMERGENCY MEDICAL PRODUCTS INC			115.46
000096	NYE UNIFORM CO INC		
	795244	DPS - ARMORSKIN BASE SHIRT	44.50
TOTAL FOR: NYE UNIFORM CO INC			44.50
000138	AMERICAN OFFICE SOLUTIONS		
	30635716	DPS - COPIER LEASE AND SUPPLIES	165.26
TOTAL FOR: AMERICAN OFFICE SOLUTIONS			165.26

000140	HACH CO 12788049	WR - LAB SENSOR CAP REPLACEMENT	201.22
TOTAL FOR: HACH CO			201.22
000153	FLEIS & VANDENBRINK INC 60414 60814	MAHL SAMPLING & TESTING, BEGIN REVIEW & SUMMARY OF RESU OLD ORCHARD PROFESSIONAL SERVICES THROUGH 11/27/2021	35,400.00 10,635.81
TOTAL FOR: FLEIS & VANDENBRINK INC			46,035.81
000155	BRAVE INDUSTRIAL FASTENER 157207 157211	COMPRESSED GAS - WELDING TRUCK #10 REPAIR WELD WIRE	87.91 40.34
TOTAL FOR: BRAVE INDUSTRIAL FASTENER			128.25
000372	PREMIERE PRINTING CORP. 233328	2022 CITY CALENDARS - 1,300 EACH	3,105.13
TOTAL FOR: PREMIERE PRINTING CORP.			3,105.13
000609	MIDWAY CHEVROLET 91648	DPS - OIL CHANGE CAR 3	58.10
TOTAL FOR: MIDWAY CHEVROLET			58.10
000734	SAFETY-KLEEN SYSTEMS 87865117	DPW - USED OIL RECYCLE AUTOMOTIVE OIL	272.65
TOTAL FOR: SAFETY-KLEEN SYSTEMS			272.65
000893	STEVE'S EXCAVATION 15667	30 YD SAND, 30 YD GRAVEL	900.00
TOTAL FOR: STEVE'S EXCAVATION			900.00
001112	WATER ENVIRONMENT FEDERATION 01468142 2021.12	WEF MEMBERSHIP 2022 - B POND	220.00
TOTAL FOR: WATER ENVIRONMENT FEDERATION			220.00
001645	ALEXANDER CHEMICAL CORPORATION 41260 42658 46581	DPW - CHLORINE DEMURRAGE CHARGES THROUGH 06/28/2021 DPW - CHLORINE DEMURRAGE CHARGES THROUGH 07/28/2021 DPW - CHLORINE DEMURRAGE CHARGES THORUGH 10/26/2021	32.00 30.00 14.00
TOTAL FOR: ALEXANDER CHEMICAL CORPORATION			76.00
002018	CDW-G P165564	DPW - REPLACEMENT BATTERY CARTRIDGE #7	161.09
TOTAL FOR: CDW-G			161.09
002019	PRINTING SYSTEMS INC. 220932 221128	TAX FORMS - 2021 ELECTION FORMS & SUPPLIES	124.23 65.29
TOTAL FOR: PRINTING SYSTEMS INC.			189.52
002133	MICHIGAN ECONOMIC DEVELOPERS ASSOC. 14977	2022 MEDA MEMBERSHIP DUES	315.00
TOTAL FOR: MICHIGAN ECONOMIC DEVELOPERS ASSOC.			315.00
002219	CLARK TECHNICAL SERVICES 302	COMPUTER SERVICES NOVEMBER 2021	1,252.50
TOTAL FOR: CLARK TECHNICAL SERVICES			1,252.50

002246	ELHORN ENGINEERING CO. 290518	DPW - CHEMICALS FOR WELLS 4 AND 7	427.50
TOTAL FOR: ELHORN ENGINEERING CO.			427.50
002365	C-COMM OF KALAMAZOO INC 20356	DPS - CAR 6 TESTED CONTROL HEAD AND DECK FOR NO POWER UP	96.00
	20362	DPS - ENGINE 11 SETCOM HEADSET PROBLEM	299.40
TOTAL FOR: C-COMM OF KALAMAZOO INC			395.40
002368	ORTON, TOOMAN, HALE, MCKOWN & KIEL 2021.11	DPS - LEGAL SERVICES NOVEMBER 2021	450.00
TOTAL FOR: ORTON, TOOMAN, HALE, MCKOWN & KIEL			450.00
002371	RENEWED EARTH INC 29921	YARD WASTE CONTRACT DEC 2021	1,250.00
	29922	YARD WASTE CONTRACT NOV 2021	1,250.00
TOTAL FOR: RENEWED EARTH INC			2,500.00
002442	HOPKINS PROPANE COMPANY 1096836	AIRPORT YEARLY PROPANE RENTAL FEE 2022	100.00
TOTAL FOR: HOPKINS PROPANE COMPANY			100.00
002582	PLAINWELL REDI MIX - COSGROVE ENTER 12952	2021 FALL LEAF HAULING 11/12/2021	400.00
	12958	2021 FALL LEAF HAULING 11/16/2021	480.00
	12973	2021 FALL LEAF HAULING - NOV 17, 22 & 23	940.00
	12987	DPW - DUMP TRUCK #17 3.5 HOURS 11/24/2021	350.00
	12988	2021 FALL LEAF HAULING 11/24/2021	180.00
TOTAL FOR: PLAINWELL REDI MIX - COSGROVE ENTER			2,350.00
002644	RIETH-RILEY CONSTRUCTION CO INC 7183849	COLD PATCH	381.60
TOTAL FOR: RIETH-RILEY CONSTRUCTION CO INC			381.60
002650	FUEL MANAGEMENT SYSTEM/PACIFIC PRID 147234	DPS - FUEL 12/01 TO 12/15/2021	568.00
TOTAL FOR: FUEL MANAGEMENT SYSTEM/PACIFIC PRID			568.00
002776	GUN PLAIN TOWNSHIP 08-020-056-00-W21	2021 WINTER TAX 830 MILLER ROAD	1,069.89
TOTAL FOR: GUN PLAIN TOWNSHIP			1,069.89
002813	GORDON WATER SYSTEMS 2029276	COOLER RENTAL & WATER DEC 2021	35.25
TOTAL FOR: GORDON WATER SYSTEMS			35.25
004001	WATKINS ROSS 87479	ACTUARIAL SERVICES - OPEB VALUATION UPDATE FY2021	1,400.00
TOTAL FOR: WATKINS ROSS			1,400.00
004200	WIGHTMAN & ASSOCIATES INC 73265	TRAFFIC STUDY PHASE II	1,325.00
TOTAL FOR: WIGHTMAN & ASSOCIATES INC			1,325.00
004855	PLAINWELL ACE HARDWARE 9187	WR - PLUMBING PARTS - BP	24.29
	9200	CLEANING SUPPLIES - SHERWOOD BATHROOM	12.57

	9229	DPW - GRASS SEED FOR TREE STUMP RESTORE - RL	33.99
	9240	DPW - CHRISTMAS SANTA CHAIR - DR	11.57
	9259	DPW - KEYS FOR NEW STAFF - RL	74.26
TOTAL FOR: PLAINWELL ACE HARDWARE			156.68
004894	ASCENSION MI EMPLOYER SOLUTIONS		
	449797	NEW HIRE/DOT PHYSICAL/CHAIN OF CUSTODY NOV. 2021	207.00
	450560	NEW HIRE SCREENING - M FENGER	93.00
	451245	DPW - DOT PHYSICAL 12/03/2021	70.00
TOTAL FOR: ASCENSION MI EMPLOYER SOLUTIONS			370.00
004906	CULLIGAN OF ALLEGAN		
	561X00608206	DPS - WATER SOFTENER REPAIR LABOR	100.00
TOTAL FOR: CULLIGAN OF ALLEGAN			100.00
005032	M & C REPAIR LLC		
	9731	DPW - TRUCK 16 FUEL PUMP AND POWER ISSUE	1,098.83
TOTAL FOR: M & C REPAIR LLC			1,098.83
005047	STAPLES, INC.		
	3494193933	DPW - 2022 CALENDARS	20.63
	3494193935	CH CLERK'S OFFICE- WHITE BOARD, DRY ERASE MARKERS, PENS	64.07
	3494271618	DPW - CABLE TIES	26.99
	3494664735	CH - MASKS / TRASH BAGS / POST IT NOTES	48.23
	3494664736	DPW - BINDER CLIPS / CALENDAR / MARKERS	33.42
TOTAL FOR: STAPLES, INC.			193.34
005081	RIVERRUN PRESS INC		
	161579	INDOOR FARMERS MARKET FOAM SIGNS 24X32	130.00
TOTAL FOR: RIVERRUN PRESS INC			130.00
005086	JORGE'S LANDSCAPING		
	1124	WREATH & HOLIDAY GARLAND ON GAZEBO, CH BRIDGE WALK & CL	998.86
TOTAL FOR: JORGE'S LANDSCAPING			998.86
REFUND TAX	CORELOGIC CENTRALIZED REFUNDS		
	12/21/2021	2021 Win Tax Refund 55-330-002-00	1,102.78
	12/21/2021	2021 Win Tax Refund 55-370-004-00	532.31
TOTAL FOR: MARKO ROBERT & NANCY			1,635.09

TOTAL - ALL VENDORS

77,526.53

INVOICE AUTHORIZATION

Person Compiling Report

Brian Kelley, City Clerk/Treasurer

I verify that to the best of my knowledge the attached invoice listing is accurate and the procedures in place to compile this invoice listing has been followed.

I verify that I have reviewed the expenditures attributed to my department and to the best of my knowledge the attached invoice listing is accurate and complies with the City's purchasing policy.

Insert Signature:

Brian Kelley

Digitally signed by Brian Kelley
Date: 2021.12.21 17:01:48 -05'00'

Insert Signature:

Brian Kelley

Digitally signed by Brian Kelley
Date: 2021.12.21 17:02:08 -05'00'

Bryan Pond, Water Renewal Plant Supt.

Bill Bomar, Public Safety Director

I verify that I have reviewed the expenditures attributed to my department and to the best of my knowledge the attached invoice listing is accurate and complies with the City's purchasing policy.

I verify that I have reviewed the expenditures attributed to my department and to the best of my knowledge the attached invoice listing is accurate and complies with the City's purchasing policy.

Insert Signature:

Bryan Pond

Digitally signed by Bryan Pond
Date: 2021.12.21 17:31:21 -05'00'

Insert Signature:

Bob Nieuwenhuis, Public Works Supt.

Erik J. Wilson, City Manager

I verify that I have reviewed the expenditures attributed to my department and to the best of my knowledge the attached invoice listing is accurate and complies with the City's purchasing policy.

I verify that I have reviewed the expenditures attributed to my department and to the best of my knowledge the attached invoice listing is accurate and complies with the City's purchasing policy.

Insert Signature:

Erik Wilson

Digitally signed by Erik Wilson
Date: 2021.12.22 14:42:14 -05'00'

12/21/2021

CHECK REGISTER FOR CITY OF PLAINWELL
CHECK DATE FROM 12/10/2021 - 12/23/2021

Check Date	Check	Vendor Name	Description	Amount
Bank CBGEN Huntington Bank - formerly Chemical Bank				
Check Type: EFT Transfer - Automatic Payments				
12/13/2021	1880(E)	SILVERSCRIPT INSURANCE COMPANY	DECEMBER 2021 RETIREE PRESCRIPTION COVE	26.20
12/13/2021	1881(E)	SILVERSCRIPT INSURANCE COMPANY	DECEMBER 2021 RETIREE PRESCRIPTION COVE	26.20
12/15/2021	1882(E)	HUNTINGTON NATIONAL BANK	HUNTINGTON BANK FEES NOVEMBER 2021	65.84
			Total EFT Transfer:	118.24
Bank UBAP United Bank - General Checking				
Check Type: ACH Transaction - Property Tax Distributions				
12/17/2021	498(A)	ALLEGAN AREA EDUCATION SVC AGENCY	2021 TAX COLLECTIONS W/E 12/11/2021	35,980.75
12/17/2021	499(A)	ALLEGAN COUNTY TREASURER	2021 TAX COLLECTIONS W/E 12/11/2021	7,053.08
12/17/2021	500(A)	PLAINWELL COMMUNITY SCHOOLS	2021 TAX COLLECTIONS W/E 12/11/2021	116,192.45
12/17/2021	501(A)	RANSOM DISTRICT LIBRARY	2021 TAX COLLECTIONS W/E 12/11/2021	2,897.94
12/23/2021	505(A)	ALLEGAN AREA EDUCATION SVC AGENCY	2021 TAX COLLECTIONS W/E 12/18/2021	24,007.80
12/23/2021	506(A)	ALLEGAN COUNTY TREASURER	2021 TAX COLLECTIONS W/E 12/18/2021	8,938.02
12/23/2021	507(A)	PLAINWELL COMMUNITY SCHOOLS	2021 TAX COLLECTIONS W/E 12/18/2021	76,286.54
12/23/2021	508(A)	RANSOM DISTRICT LIBRARY	2021 TAX COLLECTIONS W/E 12/18/2021	3,719.44
			Total ACH Transaction:	275,076.02
Check Type: EFT Transfer - Automatic Payments				
12/13/2021	502(E)	UNITED BANK	ACH FEE - TAX DISTRIBUTION	7.00
12/14/2021	503(E)	UNITED BANK	ACH FEE - UB PAYMENT FILE	7.00
12/16/2021	504(E)	UNITED BANK	RETURNED PAYMENT FEE - UB	7.50
12/20/2021	509(E)	UNITED BANK	ACH FEE - TAX DISTRIBUTION	7.00
12/20/2021	510(E)	UNITED BANK	WIRE TRANSFER FEE - CORELOGIC TAX PAYME	12.00
			Total EFT Transfer:	40.50
Check Type: Paper Check - Manual Checks				
12/10/2021	18122	CONSUMERS ENERGY	225 CUSHMAN ELECTRIC NOVEMBER 2021	518.58
12/10/2021	18123	CHARTER COMMUNICATIONS	DPW/WR INTERNET THROUGH 12/31/2021	114.98
12/14/2021	18125	RIDDERMAN & SONS OIL CO INC	DIESEL FUEL AT DPW DELIVERED 11/22/2021	1,677.46
12/14/2021	18126	APPLIED IMAGING	DPW/WR COPIER CHARGES TO 11/15/2021	365.44
12/14/2021	18127	ROTARY CLUB OF PLAINWELL	MEMBERSHIP DUES 2021 - 2022	130.00
12/14/2021	18128	CHARTER COMMUNICATIONS	CITY HALL PHONES/TV/INTERNET THROUGH C	571.67

Total Paper Check:

3,378.13

REPORT TOTALS:

Total of 22 Checks:

278,612.89

Less 0 Void Checks:

0.00

Total of 22 Disbursements:

278,612.89

Off Cycle Payment Authorization

Brian Kelley, City Clerk/Treasurer

I verify that I have reviewed the off-cycle payments listed above and to the best of my knowledge the listing is accurate and complies with the City's purchasing policy.

Insert Signature:

Brian Kelley

Digitally signed by Brian Kelley
Date: 2021.12.21 14:27:55 -05'00'

Erik J. Wilson, City Manager

I verify that I have reviewed the off-cycle payments listed above and to the best of my knowledge the listing is accurate and complies with the City's purchasing policy.

Insert Signature:

Erik Wilson

Digitally signed by Erik Wilson
Date: 2021.12.22 14:41:47 -05'00'

Reports & Reports:

A. Board & Commission Appointments:

Several board members' terms end on December 31, 2021. Clerk Kelley confirmed with each candidate that he/she is willing to serve for another full-term. One member of the Parks & Trees Commission chose to step down, creating a vacancy. The appointments are Mayoral, subject to confirmation by Council.

Recommended action: Consider confirming the Mayor's re-appointments as presented.

B. Resolution 2021-21 – Section 125 Plan Document Amendment:

In July 2021, Council authorized updates to the Plan Document for recent law changes and Covid-related allowances within the Section 125 Plan Document. Personnel Manager Lamorandier has reviewed the latest document and recommends adoption of the Resolution to finalize changes to the Plan Document and the Summary Plan Description.

Recommended action: Consider adopting Resolution 2021-21 as presented.

C. WR – Annual Purchase of Calcium Nitrate (Bioxide):

The Water Renewal Treatment Facility uses calcium nitrate as part of its chemical treatment and has pricing from the region's manufacturer of the chemical. A portion of the cost is recovered from Martin Village.

Recommended action: Consider approving a contract with Evoqua Water Technologies for chemical purchases for the water renewal process for an estimated cost of \$33,347.00.

D. Paper Mill Demolition Project – Pay Request #7:

This pay requests covers \$403,720.65 worth of expenditures from Melching Inc. for the demolition project through September 2, 2021. The City Manager and the GHD Engineer are still tweaking costs.

Recommended action: Consider approving Pay Request Application #7 for Melching Inc. in an amount not to exceed \$403,720.65, authorizing the City Manager to finalize the actual amount to be paid.

E. 2021/2022 Budget Amendment – Encumbrance Rollover:

This is an annual housekeeping item to move purchases approved and budgeted for in the 2020/2021 fiscal year into the 2021/2022 budget because the purchases were completed after July 1, 2021.

Recommended action: Consider approving the budget amendment as presented.

F. Resolutions 2022-01 through 2022-05:

Council will consider adopting Resolutions 2022-01 thru 2022-05 for Ordinance enforcement officers, 2022 Council meetings, 2022 Employee Holiday dates, Street Flag dates and Street closures.

Recommended action: Consider adopting Resolutions 2022-01 through 2022-05 as presented.

Reminder of Upcoming Meetings

- January 5, 2022 – Plainwell Planning Commission – 7:00pm
- **January 10, 2022 – Plainwell City Council – 7:00pm**
- January 11, 2022 – Plainwell DDA/BRA/TIFA Board– 7:30am
- January 13, 2022 – Plainwell Parks & Trees Commission – 5:00pm

Non-Agenda Items / Materials Transmitted

- None