

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

WELDED CONSTRUCTION, L.P., *et al.*,¹

Debtors.

)
) Chapter 11

)
) Case No. 18-12378 (CSS)

)
) (Jointly Administered)

)
) Ref. Docket No.

**ORDER APPROVING STIPULATION RESOLVING ADMINISTRATIVE EXPENSE
CLAIM OF PIPELINE MACHINERY INTERNATIONAL, LP**

Upon consideration of that certain *Stipulation Resolving Administrative Expense Claim of Pipeline Machinery, LP* annexed hereto as Exhibit 1 (the “**Stipulation**”)² and the related certification of counsel (the “**Certification of Counsel**”) submitted by counsel for the above-captioned reorganized debtors (together, the “**Debtors**,” and after the Effective Date, the “**Post-Effective Date Debtors**”); and due and proper notice of the relief provided for herein having been given under the circumstances; and it appearing that no other or further notice of the relief provided for herein is required; and it appearing that this Court has jurisdiction to consider the Stipulation and the Certification of Counsel and enter this Order pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and the relief provided for herein is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that the relief provided for herein is in the best interests of the Debtors, their estates, and creditors and an appropriate exercise of the Post-Effective Date Debtors’ business judgment; and

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Welded Construction, L.P (5008) and Welded Construction Michigan, LLC (9830). The mailing address for each of the Debtors is P.O. Box 470, Perrysburg, OH 43552-0470.

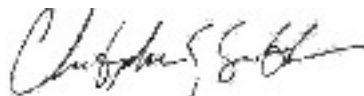
² Capitalized terms used herein, but not otherwise defined, have the meanings ascribed to them in the Stipulation.



based upon the representations of the in the Certification of Counsel; and good and sufficient cause appearing therefor under the circumstances; it is hereby **ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Stipulation is hereby approved in all respects.
2. The Post-Effective Date Debtors and Plan Administrator are hereby authorized to take any and all actions necessary or appropriate to effectuate the terms of the Stipulation.
3. The claims agent for these Chapter 11 Cases is authorized and directed to modify the official claims register maintained by the claims agent for such cases to comport with the terms of this Order and the Stipulation.
4. This Order shall become effective immediately upon its entry and shall not be stayed notwithstanding anything in the Federal Rules of Bankruptcy Procedure to the contrary.
5. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order and the Stipulation.

Dated: September 8th, 2020
Wilmington, Delaware



CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Stipulation

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

WELDED CONSTRUCTION, L.P., *et al.*,¹

Debtors.

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) Chapter 11
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) Case No. 18-12378 (CSS)
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) (Jointly Administered)
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**STIPULATION RESOLVING ADMINISTRATIVE EXPENSE
CLAIM OF PIPELINE MACHINERY INTERNATIONAL, LP**

This stipulation (this “**Stipulation**”) is entered into by and among the above-captioned reorganized debtors (together, the “**Debtors**,” and after the Effective Date the “**Post-Effective Date Debtors**”) and Pipeline Machinery International, LP (“**PLM**,” and together with the Post-Effective Date Debtors, the “**Parties**”).

RECITALS

A. On October 22, 2018 (the “**Petition Date**”), the Debtors filed voluntary petitions in the United States Bankruptcy Court for the District of Delaware (the “**Court**”) for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “**Bankruptcy Code**”), thereby commencing the above-captioned chapter 11 cases (together, the “**Chapter 11 Cases**”).

B. On June 25, 2020, the Court entered its *Findings of Fact, Conclusions of Law, and Order Confirming the Amended Chapter 11 Plan* (the “**Plan**”)² of *Welded Construction, L.P. and Welded Construction Michigan, LLC* [Dkt. No. 1505].

C. On July 31, the Effective Date of the Plan occurred and, among other things, pursuant to that certain Plan Administrator Agreement between the Debtors and Cullen D.

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² Capitalized terms not defined herein shall have the meanings assigned to them in the Plan.

Speckhart, Ms. Speckhart became the Plan Administrator of the Post-Effective Date Debtors. *See* Docket No. 1555. The Plan Administrator is presently managing the Post-Effective Date Debtors' affairs pursuant to the Plan and Plan Administrator Agreement.

D. Pursuant to the Plan, Administrative Claims against the Debtors arising on and after April 1, 2019 are due to be asserted no later than thirty-five days after the Effective Date, or September 4, 2020. *See id.*

E. Debtor Welded Construction, L.P. ("**Welded**") and PLM were previously party to that certain Master Rental Contract, dated May 5, 2017 (as amended, supplemented and modified from time to time, and together with all schedules thereto, the "**Agreement**").

F. The Agreement terminated prior to the Effective Date of the Plan.

G. Following the Effective Date, PLM informally alleged certain Administrative Claims due from Welded arising after April 1, 2019 from Welded's return of certain equipment that PLM leased to the Debtors (collectively, the "**Post-Petition Claims**"). PLM provided Welded with invoices documenting the Post-Petition Claims totaling \$15,729.80. Copies of the invoices comprising the Post-Petition Claims are attached as **Exhibit 1** hereto.

H. Prior to the execution of this Stipulation, the Parties have engaged in arms'-length and good-faith negotiations with respect to the Post-Petition Claims.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Stipulation and with the intent to be legally bound, the Parties do hereby agree as follows:

1. This Stipulation is conditioned upon the Court's entry of an order, substantially in the form attached hereto as **Exhibit 2** (the "**Approval Order**"), approving this Stipulation without notice and hearing, as authorized pursuant to Article 8.1 of the Plan, and the Parties shall use their commercially reasonable efforts to promptly obtain entry of the Approval Order.

2. In full and final satisfaction and resolution of the Post-Petition Claims and any and all other Administrative Claims that have been, could have been or could be asserted by PLM (and any person or entity claiming by or through PLM) against the Debtors and their estates, their insurers, the owners of the pipeline projects that the Debtors constructed, and any sureties relating to these projects as of the date hereof or hereafter arising from or related to the Post-Petition Claims, and any and all other administrative expense claims pursuant to sections 365 or 503 of the Bankruptcy Code or otherwise against the Debtors: PLM shall have an Allowed Administrative Claim in the aggregate amount of \$13,057.58 (the “**Allowed Administrative Claim**”), which Allowed Administrative Claim shall be paid within seven (7) days of the entry of the Approval Order.

3. PLM represents and warrants that PLM has not sold, assigned, pledged, or otherwise transferred the Post-Petition Claims or any part thereof.

4. The recitals stated above constitute and form an integral part of this Stipulation and are incorporated by reference as if set forth herein in full.

5. The undersigned are duly authorized and empowered to execute this Stipulation.

6. The Parties have participated in and jointly consented to the drafting of this Stipulation, and any claimed ambiguity shall not be construed for or against either of the Parties on account of such drafting.

7. This Stipulation and all of its terms shall be binding upon and shall inure to the benefit of the Parties and each of their respective executors, heirs, permitted successors and assigns, and all persons and entities claiming by or through the Parties, including any subsequently appointed Plan Administrator or representative of the Debtors.

8. The Parties consent and submit to the exclusive jurisdiction of the Court over any actions or proceedings relating to the enforcement or interpretation of this Stipulation and the Approval Order. Any Party bringing such action or proceeding shall bring such action or proceeding in the Court, to which the Parties hereby consent to the Court entering a final judgment in any such action or proceeding, the outcome of which (including all appeals), shall be conclusive and may be enforced in other jurisdictions (including any foreign jurisdictions) by suit on the judgment or in any other manner provided by applicable law.

9. This Stipulation and all claims and disputes arising out of or in connection with this Stipulation shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to choice of law principles to the extent such principles would apply a law other than that of the State of Delaware.

10. Except as otherwise provided herein, this Stipulation constitutes the entire agreement of the Parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous agreements among the Parties concerning such subject matter. The Parties acknowledge that this Stipulation is not being executed in reliance on any oral or written agreement, promise, or representation not contained herein. Any amendment to this Stipulation must be in a writing signed by both of the Parties.

11. To the extent applicable, the claims agent for the Chapter 11 Cases is authorized and directed to modify the official claims register maintained by the claims agent for such cases to comport with the terms of this Stipulation.

12. This Stipulation may be executed in counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of both of the Parties need not appear on the same counterpart.

WELDED CONSTRUCTION, L.P., on behalf of the Debtors

By: /s/ Cullen D. Speckhart

Name: Cullen D. Speckhart, Esq.

Title: Plan Administrator

Dated: September 2, 2020

PIPELINE MACHINERY INTERNATIONAL, LP

By: _____

Name: _____

Title: _____

Dated: _____

WELDED CONSTRUCTION, L.P., on behalf of the Debtors

By: _____
Name: Cullen D. Speckhart, Esq.
Title: Plan Administrator
Dated: _____, 2020

PIPELINE MACHINERY INTERNATIONAL, LP

By: M. Ted Hill
Name: M. TED HILL
Title: CEO
Dated: September 2, 2020

EXHIBIT 1

Invoices for Post-Petition Claims



15434 CYPRESS N. HOUSTON
CYPRESS, TX 77429
713-939-0007
713-939-0009

Remit To:
15434 CYPRESS N. HOUSTON
CYPRESS, TX 77429

Job Site: POTTSVILLE, PA
WELDED CONSTRUCTION, LP
POTTSVILLE, PA 17901

WORK ORDER INVOICE

Bill To:
WELDED CONSTRUCTION, LP
P O BOX 470
PERRYSBURG, OH 43552

Invoice#.... 9039034-0001
Date..... 5/07/19
Customer #.. 5254
Job Loc..... POTTSVILLE, PA
Job No..... 2017-01
P.O. #..... 72753
Authorized.. DAVID BURNETT
Received on. 5/07/19
Finished on. 5/07/19
Last con/cus 44675/5524

Sales Rep:

Equip #	Make	Model	Serial #	Description
PLT130162	CAT	D8T	FCT01117	D8T DOZER W/WINCH
WORK PERFORMED:				
CLEANING			\$1480.00	
REMOVE DECALS			\$493.33	
TOUCH UP PAINTED PARTS			\$822.22	
REPLACE MISSING DRAWBAR PARTS			\$211.23	
REPAIR DAMAGED LIGHTS			\$766.70	
REPAIR BROKEN BOLTS ON BLADE			\$1731.43	
Outside Labor	OHIO CAT			5,504.91
	Total Labor			5,504.91
	Tax			330.29
	Total Amount			5,835.20
QACXAG3N30 KARI LOPEZ				
WELDED CONSTRUCTION, LP				
CYPRESS				
713-939-0007				
8/03/20				
15:18 RACHEL RKRASULA@WELDED.C				



15434 CYPRESS N. HOUSTON
CYPRESS, TX 77429
713-939-0007
713-939-0009

Remit To:
15434 CYPRESS N. HOUSTON
CYPRESS, TX 77429

Job Site: CLARINGTON, OH 2018-01 MXP
WELDED CONSTRUCTION, LP
43840 STATE RT 7
CLARINGTON, OH 43915

WORK ORDER INVOICE

Bill To:
WELDED CONSTRUCTION, LP
P O BOX 470
PERRYSBURG, OH 43552

Invoice#.... 9039035-0001
Date..... 5/07/19
Customer #.. 5254
Job Loc..... CLARINGTON, OH 2018-0
Job No..... 2018-01 MXP
P.O. #..... 73209-1
Authorized.. OHIO CAT
Received on. 5/07/19
Finished on. 5/07/19
Last con/cus 39006/5254

Sales Rep:

Equip #	Make	Model	Serial #	Description
PLT120345	CAT	D7ELGP W	TJA01133	D7E LGP DOZER
WORK PERFORMED:				
CLEANING			\$1151.11	
REPAIR GRILL			\$1041.72	
REPAIR CYLINDER GUARD			\$416.33	
REMOVE DECALS			\$328.89	
Outside Labor OHIO CAT				2,938.05
Total Labor				2,938.05
Tax				213.01
Total Amount				3,151.06
QACXXPR1FF KARI LOPEZ				
WELDED CONSTRUCTION, LP				
CYPRESS				
713-939-0007				
8/03/20				
15:18 RACHEL RKRASULA@WELDED.C				



15434 CYPRESS N. HOUSTON
CYPRESS, TX 77429
713-939-0007
713-939-0009

Remit To:
15434 CYPRESS N. HOUSTON
CYPRESS, TX 77429

Job Site: CLARINGTON, OH 2018-01 MXP
WELDED CONSTRUCTION, LP
43840 STATE RT 7
CLARINGTON, OH 43915

WORK ORDER INVOICE

Bill To:
WELDED CONSTRUCTION, LP
P O BOX 470
PERRYSBURG, OH 43552

Invoice#.... 9039036-0001
Date..... 5/07/19
Customer #.. 5254
Job Loc..... CLARINGTON, OH 2018-0
Job No..... 2018-01 MXP
P.O. #..... 78156-1
Authorized.. DAVID BURNETT
Received on. 5/07/19
Finished on. 5/07/19
Last con/cus 39552/5254

Sales Rep:

Equip #	Make	Model	Serial #	Description
PLN170268	CAT	D8T W	FMC01168	D8T DOZER W/WINCH
WORK PERFORMED:				
CLEANING			\$1233.33	
REPLACE MISSING LIGHTS			\$1272.13	
Outside Labor		OHIO CAT		2,505.46
		Total Labor		2,505.46
		Tax		181.65
		Total Amount		2,687.11
COPY				
QACXMWH7RS			KARI LOPEZ	
WELDED CONSTRUCTION, LP				
CYPRESS			8/03/20	
713-939-0007			15:19 RACHEL RKRASULA@WELDED.C	



15434 CYPRESS N. HOUSTON
CYPRESS, TX 77429
713-939-0007
713-939-0009

Remit To:
15434 CYPRESS N. HOUSTON
CYPRESS, TX 77429

Job Site: CLARINGTON, OH 2018-01 MXP
WELDED CONSTRUCTION, LP
43840 STATE RT 7
CLARINGTON, OH 43915

WORK ORDER INVOICE

Bill To:
WELDED CONSTRUCTION, LP
P O BOX 470
PERRYSBURG, OH 43552

Invoice#.... 9039060-0001
Date..... 5/29/19
Customer #.. 5254
Job Loc..... CLARINGTON, OH 2018-0
Job No..... 2018-01 MXP
P.O. #.....
Authorized.. DAVID BURNETT
Received on. 5/29/19
Finished on. 5/29/19
Last con/cus 39551/5254

Sales Rep:

Equip #	Make	Model	Serial #	Description
PLN170263	CAT	D8T W	FMC01172	D8T DOZER W/WINCH
WORK PERFORMED:				
CLEANING			\$1480.00	
REMOVE BRACKET ON BLADE			\$1973.33	
REMOVE DECALS			\$328.89	
Outside Labor OHIO CAT				3,782.22
Total Labor				3,782.22
Tax				274.21
Total Amount				4,056.43
QACXZP51LR				
WELDED CONSTRUCTION, LP			KARI LOPEZ	
CYPRESS			8/03/20	
713-939-0007			15:19 RACHEL RKRASULA@WELDED.C	

EXHIBIT 2

Approval Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

WELDED CONSTRUCTION, L.P., *et al.*,¹

Debtors.

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² Capitalized terms used herein, but not otherwise defined, have the meanings ascribed to them in the Stipulation.

Debtors' business judgment; and based upon the representations of the in the Certification of Counsel; and good and sufficient cause appearing therefor under the circumstances; it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Stipulation is hereby approved in all respects.
2. The Post-Effective Date Debtors are hereby authorized to take any and all actions necessary or appropriate to effectuate the terms of the Stipulation.
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