

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	Chapter 11
)	
Welded Construction, L.P., <i>et al.</i>,	)	Case No. 18-12378 (CSS)
)	
Debtors.	)	(Jointly Administered)
)	
Welded Construction, L.P.,)	
)	
Plaintiff,)	
	)	Adv. No. 20-50940 (CSS)
Vs.)	
	)	Objections due by: May 20, 2021
M.L. Chartier, Inc.,)	
	)	No Hearing Will Be Held Unless
Defendant.	)	Requested Or Ordered By The
	)	Court

**MOTION OF M.L. CHARTIER, INC. TO RE-OPEN ADVERSARY
PROCEEDING, SET ASIDE DEFAULT AND VACATE DEFAULT JUDGMENT**

M.L. Chartier, Inc. ("Chartier"), by and through its undersigned counsel, hereby moves (the "Motion") this Court for Orders re-opening the above-captioned adversary proceeding (the "Adversary Proceeding"), setting aside the Clerk's default (the "Default") and vacating the default judgment entered on March 31, 2021 at ECF No. 15, (the "Default Judgment") in favor of Welded Construction, L. P. ("Plaintiff"). In support of this Motion, Chartier avers as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.
2. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.
3. The statutory and procedural predicates for the relief requested herein are section 105 of title 11 of the United States Code, 11 U.S.C. §101, *et seq.* (the "Bankruptcy Code"), Rules



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7055 and 9024 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Rules 55 and 60 of the Federal Rules of Civil Procedure (the “Federal Rules”) and Rule 7055-1 of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the District of Delaware (the “Local Rules”).

RELEVANT PROCEDURAL AND FACTUAL BACKGROUND

4. Chartier is an environmental remediation company located in Michigan. M.L. Chartier Excavating, Inc. (“Excavating”), an affiliated but separate legal entity that is also located in Michigan, provided certain excavation services and rental equipment to Plaintiff.

5. On October 22, 2018 (the “Petition Date”), the Debtors each commenced a case by filing a voluntary petition for relief in this Court under chapter 11 of the Bankruptcy Code.

6. On October 20, 2020, Plaintiff commenced the Adversary Proceeding by filing a complaint (the “Complaint”) against Chartier. The Complaint sets forth general allegations that during the ninety (90) days prior to the Petition Date, Plaintiff made preferential transfers to Chartier that it asserts is recoverable pursuant to Section 547(b) of the Bankruptcy Code and attached a spreadsheet containing six (6) transfers totaling \$111,389.85 (the “Transfers”). (ECF No. 1).

7. On November 11, 2020, the Plaintiff filed a Proof of Service, indicating that service of the Complaint was conducted on Chartier on November 10, 2020 by way of Certified Mail. (ECF No. 3).

8. On December 29, 2020, the Court entered a Scheduling Order (the “Scheduling Order”) in this Adversary Proceeding and 32 other adversary cases commenced in the above captioned bankruptcy cases, whereby the Court set certain deadlines, including a deadline for fact discovery to be completed by August 31, 2021 (the “Discovery Deadline”), and a deadline

of 120 days after the first responsive pleading for the parties to stipulate to the appointment of a mediator (the “Mediation Deadline”). (ECF No. 7).

9. On March 1, 2021, the Plaintiff served written discovery requests on Chartier (“Discovery Requests”) and filed a Notice of Service thereto. (ECF No. 10).

10. Thereafter, Chartier, acting through its legal counsel in Michigan (“Michigan Counsel”), commenced good faith communications with the Plaintiff’s counsel in an effort to reach an amicable resolution of this Adversary Proceeding without the unnecessary use of the Court’s time. Extensions of time were discussed and Chartier (through its Michigan Counsel’s dialog with Plaintiff) believed that it had an extension to respond to the Complaint and the Discovery Requests to the extent an informal dialog did not lead to resolution. On March 29, 2021, Chartier sought to schedule a call with Plaintiff to continue its attempts to resolve this case but was advised that Plaintiff would likely be pursuing defaults generally on its open cases before the suggested date of the call.

11. On March 30, 2021, the Plaintiff filed a Request for Entry of Default Judgment without any advance notice to Chartier despite the foregoing dialog. (ECF No. 12.).

12. On March 31, 2021, the Clerk of the Court entered the Default, and the Court entered the Default Judgment. (ECF Nos. 14 and 15 *respectively*).

13. On April 15, 2021, the Adversary Proceeding was closed.

14. Chartier subsequently endeavored to obtain Delaware counsel to appear in the Adversary Proceeding and promptly file this Motion upon retention.

RELIEF REQUESTED

15. Through this Motion, Chartier respectfully requests the entry of an Order: (i) re-opening the Adversary Proceeding; and (ii) setting aside the Default and vacating the Default

Judgement entered against it because cause exists under Federal Rules 55(c), 60(b)(1) and (b)(6).

16. Federal Rule 55(c) and 60(b) set forth the legal standards for setting aside a default and a default judgment. The court must relieve the moving party from a final judgment if the judgment is void. *See* Federal Rule 60(b)(4); Budget Blinds, Inc. v. White, 536 F.3d 244, 258- 259 (3d Cir. 2008). Pursuant to Federal Rule 60, the court may set aside a default judgment upon a showing of good cause for the reasons enumerated therein. *See* Federal Rule 60(b).

17. The Third Circuit has opined that in deciding a motion to set aside a default judgment, a “standard of liberality should be applied” and that “[a]ny doubt should be resolved in favor of the petition to set aside the judgment so that [the] case may be decided on their merits.” Tozer v. Charles A. Krause Milling Co., 189 F.2d 242, 245-46 (3d Cir. 1951); Poulis v. State Farm Fire and Casualty Co., 747 F.2d 863, 869 (3d Cir. 1984). (“dismissal must be a sanction of last, not first, resort”); Farnese v. Bagnasco, 687 F.2d 761, 764 (3d Cir. 1982) (“This court has often emphasized that it does not favor defaults, and that in a close case doubts should be resolved in favor of setting aside a default and obtaining a decision on the merits.”).

I. The Motion is timely.

18. As an initial matter, Federal Rule 60(c)(1) requires that any motion made under Federal Rule 60(b) be made “within a reasonable time.” Specifically, for the defense of mistake, inadvertence, surprise, or excusable neglect, Federal Rule 60(c)(1) requires that the motion be made “no more than a year after the entry of the judgment or order.” Motions under Federal Rule 60(b)(4) & (6) have no specific deadline to file a motion, it must only be “within a reasonable time.” *Id.* at Federal Rule 60(c)(1). The judgment in this matter was just entered on March 31, 2021 (less than 30 days ago), well within the one-year requirement for grounds under

60(b)(1). As a result, the Motion is timely.

II. Chartier satisfies the requirements to set aside the Default and to vacate the Default Judgment.

19. Federal Rules 55(c) and 60(b)(6) also warrant setting aside the entry of default judgment in this matter. Pursuant to Federal Rule 60(b)(6), default judgment may be set aside for “any other reason that justifies relief”. The Third Circuit has formulated a test for application of this rule: (1) Whether the plaintiff will be prejudiced if the default judgment is set aside; (2) whether the defendant has a meritorious defense; and (3) whether the default was the result of the defendant's culpable conduct. *See United States v. \$55,518.05 in United States Currency*, 728 F.2d 192, 195 (3d Cir. 1984); *Feliciano v. Reliant Tooling Co., Ltd.*, 691 F.2d 653, 656 (3d Cir.1982) (stating three factors should be considered when a default or a default judgment is at issue). In the instant case, the facts demonstrate that Chartier satisfies such requirements.

A. Plaintiff will not be prejudiced by setting aside the Default and vacating the Default Judgment.

20. In the context of deciding motions seeking the setting aside of default judgments, prejudice to the party which has obtained the default exists only if the circumstances have changed since the entry of the default such that plaintiff's ability to litigate its claim is now impaired in some material way, or if relevant evidence has become lost or unavailable. *International Brotherhood of Electrical Workers v. Skaggs*, 130 F.R.D. 526, 529 (D. Del. 1990).

21. In the instant case, no such circumstances exist. The Default Judgment was only recently entered in the Adversary Proceeding (less than 30 days ago). Further, it is well established that “detriment” in the sense that a plaintiff will have to establish the merit of its claims does not constitute prejudice in the context of a motion to set aside a default judgment.

Feliciano v. Reliant Tooling Co., Ltd., 691 F.2d at 656-57. In essence, Plaintiff would simply be required to litigate the merits of its claim asserting that the six (6) Transfers totaling \$111,389.85 are recoverable under Section 547(b) of the Bankruptcy Code. Plaintiff's remaining preference actions commenced in the Bankruptcy Case are pending and discovery remains open under the Scheduling Order. As a result, Plaintiff's records and witnesses would still be available to litigate the Adversary Proceeding.

22. Accordingly, Plaintiff will not be prejudiced by an Order setting aside the entry of Default and Default Judgment entered against Chartier and proceeding for disposition of this Adversary Proceeding on the merits of the case.

B. Chartier was not the recipient of the Transfers. Excavating has meritorious defenses to the Transfers asserted in the Complaint.

23. Good cause also exists to set aside the Default Judgment due to the lack of a *prima facie* case, as Chartier was not the recipient of the Transfers in the Complaint (the Transfers were received by Excavating). Excavating also has several meritorious affirmative defenses to the Transfers. At this stage in the litigation, a defense is meritorious if it is "good at law so as to give the factfinder some determination to make." American Alliance Ins. Co. Ltd. v. Eagle Ins. Co., 92 F.3d 57, 661 (2nd Cir. 1996). In this regard, the defense does not need to be ultimately persuasive for purposes of a motion to set aside a default judgment. *Id.*

24. Specifically, Plaintiff cannot establish that Chartier was the recipient of the Transfers as required to satisfy its *prima facie* case under Section 547(b) of the Bankruptcy Code. The named defendant in the Adversary Proceeding is Chartier, however, the Debtors transacted with and paid the Transfers to Excavating. Indeed, Excavating filed its proof of claim at Claim No. 120 (the "Excavating Claim") for the balance of its invoices that remained unpaid as of the Petition Date. A true and correct copy of the Excavating Claim is attached hereto as

Exhibit “A”. As a result, the Adversary Proceeding was mistakenly commenced against Chartier and Plaintiff would be unable to satisfy its *prima facie* case on the merits of its claim against Chartier.

25. With respect to Excavating, Plaintiff may also be unable to establish the *prima facie* elements for the claims set forth in the Complaint because the Debtors lacked any interest in the funds used for the Transfers which were held in trust for the benefit of Excavating pursuant to Michigan law. *See* MCLS § 570.151; Meoli v. Kendall Elec., Inc. (In re R.W. Leet Elec., Inc.), 372 B.R. 846, 853 (B.A.P. 6th Cir. 2007) (“[M]onies paid to [d]ebtor by contracting parties would be held in trust by [d]ebtor and would not constitute its property. Section 570.151 of the MBCFA provides that in the building construction industry, the building contract fund paid by any person to a contractor, or by such person or contractor to a subcontractor, shall be construed by this act to be a trust fund, for the benefit of the person making the payment, contractors, laborers, subcontractors or material men.” (internal quotations omitted) (citing Carlisle Cashway, Inc. v. Johnson (In re Johnson), 691 F.2d 249, 252 (6th Cir. 1982); Selby v. Ford Motor Co., 590 F.2d 642, 647 (6th Cir. 1979))). Accordingly, Chartier should be afforded the opportunity to litigate the validity of the Complaint and claims therein through the discovery process and bring these issues before this Court on the merits.

26. Furthermore, Excavating would also have meritorious defenses under Section 547(c) of the Bankruptcy Code. Indeed, the Debtors’ own records and the Excavating Claim demonstrate that Excavating advanced value that qualifies as “new value” under Section 547(c)(4) of the Bankruptcy Code in an amount up to \$50,904.81 to the Plaintiff in the ninety days prior to the Petition Date. Specifically, and as attached to the Excavating Claim, such new value is properly deductible from the Transfers as the value was given to the Plaintiff subsequent

to the Transfers, and the Plaintiff did not make an otherwise unavoidable transfer on account of such new value.

27. Excavating also submits that the Transfers were made in accordance with the course of business defense under Section 547(c)(2) of the Bankruptcy Code. Specifically, Excavating submits that all of the Transfers were paid in a manner consistent with ordinary business terms in the relevant industries. To the extent the Transfers arguably deviated from the agreed dealings, the time and manner in which invoices were paid in the ninety days prior to the Petition Date were consistent with the time and manner in which invoices were paid in the historical dealings between the parties. As a result, meritorious defenses exist to the Adversary Proceeding that warrant an Order setting aside the entry of Default and the Default Judgment entered against Chartier and proceeding for disposition of this Adversary Proceeding on the merits of the case.

C. Chartier's conduct has not been culpable.

28. There is absolutely nothing to suggest that Chartier willfully disregarded its obligations with respect to the Complaint in the Adversary Proceeding. To the contrary, Chartier engaged in a dialog through its Michigan Counsel and sought to resolve the matter without use of the Court's time or resources. Chartier has now diligently come forward with this Motion with legal counsel in Delaware and is eager to address the Adversary Proceeding on the merits. Upon the granting the Motion, Chartier intends to promptly file a response to the Complaint and is willing to mediate the case within sixty (60) days of such response in a good faith effort to find an amicable resolution of this case on the merits with the Plaintiff.

III. The Default Judgment should be vacated because failure to file an answer is due to mistake, inadvertence, and/or excusable neglect.

29. Finally, Chartier's failure to respond to the Complaint in this matter was the result of mistake, inadvertence, and excusable neglect, because Chartier believed, through dialog between the parties, that it had an extension of time to formally respond to the Complaint.

30. Federal Rule 60(b)(1) permits the court to relieve a party from a final judgment on the basis of mistake, inadvertence, surprise, or excusable neglect. Given the settlement dialog to date and retention of counsel in Delaware, Chartier seeks to remedy any misunderstanding on its time to respond formally to the Complaint and seeks the opportunity to present its defenses and for the Adversary Proceeding to be judged on the merits.

IV. CONCLUSION

31. For all of the foregoing reasons, Chartier respectfully requests the at the Court reopen the Adversary Proceeding, set aside the Default and vacate the Default Judgment. Chartier is prepared to come forward promptly to present its case on the merits and is willing to mediate the case within sixty (60) days of such response in a good faith effort to find an amicable resolution of this case.

WHEREFORE, for the foregoing reasons, Chartier respectfully requests the Court:

- a) Enter an order, substantially in the form attached hereto as **Exhibit "B"**, reopening the Adversary Proceeding on an *ex parte* basis;
- (b) Enter an order, substantially in the form attached hereto as **Exhibit "C"**, setting aside the Clerk's Default and vacating the Default Judgment; and
- (c) Granting such other and further relief as is just and proper.

Respectfully submitted,

LEECH TISHMAN FUSCALDO &
LAMPL, LLC

Dated: April 28, 2021

By: /s/ Gregory W. Hauswirth
Gregory W. Hauswirth (Bar No. 5679)
1007 North Orange Street, 4th Floor
Wilmington, DE 19801
Telephone: 302.332.7181
Facsimile: 412.227.5551
ghauswirth@leechtishman.com

and

Patrick W. Carothers (PA I.D. No 85721)
Matthew J. Burne (PA I.D. No 314888)
525 William Penn Place, 28th Floor
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pcarothers@leechtishman.com
mburne@leechtishman.com

Attorneys for M. L. Chartier, Inc.

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

In re:)	Chapter 11
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Welded Construction, L.P., <i>et al.</i> ,)	Case No. 18-12378 (CSS)
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Debtors.)	(Jointly Administered)
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Welded Construction, L.P.,)	Adv. No. 20-50940 (CSS)
Plaintiff,)	
Vs.)	Objections due by: May 20, 2021
)	
M.L. Chartier, Inc.,	)	No Hearing Will Be Held Unless
	)	Requested Or Ordered By The
Defendant.	)	Court
)	

NOTICE OF MOTION

TO:

Josef W. Mintz
Blank Rome, LLP
1201 N. Market Street
Wilmington, DE 19801

Joseph L. Steinfeld, Jr., Esq.,
Brigette G. McGrath, Esq.
ASK, LLP
2600 Eagan Woods Drive, Suite 400
St. Paul, MN 55121

Counsel to Plaintiff, Welded Construction, L.P. *Counsel to Plaintiff, Welded Construction, L.P.*

M.L. Chartier, Inc. has filed a ***MOTION OF M.L. CHARTIER, INC. TO RE-OPEN ADVERSARY PROCEEDING, SET ASIDE DEFAULT AND VACATE DEFAULT JUDGMENT*** which seeks the following relief: Entry of Orders Reopening the Adversary Proceeding, and Setting Aside Default and Vacating the Default Judgment.

You are required to file a response to the attached motion on or before May 20, 2021. At the same time, you must also serve a copy of the response upon movant's attorney:

LEECH TISHMAN FUSCALDO & LAMPL, LLC

Gregory W. Hauswirth, Esq.
Patrick W. Carothers, Esq.
Matthew J. Burne, Esq.
1007 North Orange Street, 4th Floor
Wilmington, DE 19801
ghauswirth@leechtishman.com
pcarothers@leechtishman.com
mburne@leechtishman.com

NO HEARING WILL BE HELD UNLESS REQUESTED OR ORDERED BY THE COURT.
IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY
GRANT THE RELIEF DEMANDED BY THE MOTION WITHOUT FURTHER NOTICE OR
HEARING

Respectfully submitted,

LEECH TISHMAN FUSCALDO &
LAMPL, LLC

Dated: April 28, 2021

By: /s/ Gregory W. Hauswirth
Gregory W. Hauswirth (Bar No. 5679)
1007 North Orange Street, 4th Floor
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Telephone: 302.332.7181
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pcarothers@leechtishman.com
mburne@leechtishman.com

Attorneys for M. L. Chartier, Inc.

Exhibit "A"

Fill in this information to identify the case:

Debtor Welded Construction, P.C.United States Bankruptcy Court for the: _____ District of DelewareCase number 18-12378

Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>M.L. Chartier Excavating, Inc.</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>M.L. Chartier Excavating, Inc.</u> Name <u>9195 Marine City Hwy.</u> Number Street <u>Fair Haven</u> <u>MI</u> <u>48023</u> City State ZIP Code Contact phone <u>586-725-8373</u> Contact email <u>mtc@mlchartier.com</u>	Where should payments to the creditor be sent? (if different) _____ Name _____ Number Street _____ City State ZIP Code Contact phone _____ Contact email _____
RECEIVED DEC 21 2018 KURTZMAN CARSON CONSULTANTS		
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 50,904.81 Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
 Limit disclosing information that is entitled to privacy, such as health care information.
Services and Rental Equipment

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____
Basis for perfection: _____
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

RECEIVED

DEC 21 2018

KURTZMAN CARSON CONSULTANTS

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____%

- ☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No☐ Yes. Check one:

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.☐ I am the creditor's attorney or authorized agent.☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 12/19/2018
MM / DD / YYYY



Signature

Print the name of the person who is completing and signing this claim:

Name

Malcolm Todd Chartier

First name

Middle name

Last name

Title

PresidentM.L. Chartier Excavating, Inc.

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

9195 Marine City Hwy.

Number

Street

Fair Haven

City

MI

State

48023

ZIP Code

Contact phone

586-725-8373Email mtc@mlchartier.com

RECEIVED

DEC 21 2018

MURTZMAN CARSON CONSULTANTS Company

12/13/18 at 14:28:07.43

Page: 1

M. L. Chartier Excavating, Inc.

Aged Receivables

As of Dec 31, 2018

Customer ID Customer Bill To Contact Telephone 1	Date	Invoice/CM #	Amount Due	0 - 30	31 - 60	61 - 90	Over 90 days
WELDED CONSTRUCTION	8/25/18	63189	1,277.30				1,277.30
WELDED CONSTRUCTION, L.	8/25/18	63190	9,600.00				9,600.00
	9/28/18	63499	1,865.10				1,865.10
office 419-874-3548	9/29/18	63495	9,600.00				9,600.00
	9/29/18	63496	1,108.20				1,108.20
	9/29/18	63514	1,277.30				1,277.30
	9/29/18	63518	1,260.00				1,260.00
	9/30/18	63515	2,554.60				2,554.60
	9/30/18	63516	2,554.60				2,554.60
	10/17/18	63607	2,826.00			2,826.00	
	10/18/18	63608	2,016.50			2,016.50	
	10/18/18	63609	1,460.50			1,460.50	
	10/18/18	63610	2,800.00			2,800.00	
	10/18/18	63611	3,354.00			3,354.00	
	10/18/18	63612	1,421.30			1,421.30	
	10/18/18	63613	1,367.80			1,367.80	
	10/30/18	63735	2,716.25			2,716.25	
	11/2/18	L63781	1,370.48		1,370.48		
	11/2/18	L63782	445.20		445.20		
	11/19/18	L63916	4,016.51		4,016.51		
(Post) - No	12/7/18	64079	439.90	439.90			
WELDED CONSTRUCTION			55,331.54	439.90	5,832.19	17,962.35	31,097.10
WELDED CONSTRUCTION,			\$50,904.81		1845.36		
Report Total			55,331.54	439.90	5,832.19	17,962.35	31,097.10

29.68 - 4016.51 - 439.90 = 439.90 - 439.90 = 0
 1,370.48 + 445.20 + 4,016.51 = 5,832.19
 4,016.51 - Pre = 29.68 Post = 3986.83

**PURCHASE ORDER - 5/19/2018**

Purchase Order Info	Vendor	Bill To
PO Number: 84126	Name: M.L. Chartier, Inc.	Company: Welded Construction
Account Number: not specified	Address: 9195 Marine City Highway	Address: 26933 Eckel Rd.
Date Created: 5/19/2018 8:05 AM	n/a	
Created By: Craig Walters	Fair Haven, MI 48023	Perrysburg, Ohio 43551
Ordered By: Craig Walters	Phone: 586-725-8373	Phone: 419-874-3548
Phone: (330) 550-1126	Fax: 586-725-1450	Fax: n/a
Fax: n/a	Terms: 30	

Ship To

PO# 84126

Contact: Craig Walters
 Company: Welded Construction
 Department: 2018-09 Consumers Line 2800 Saginaw Trail Phase II
 Address: 26933 Eckel Rd.

 Perrysburg, OH 43551
 Phone: (330) 550-1126
 Fax:

Qty	Description	SKU	Unit	Price	Extended
2,338.0000	Delivery	DELIVERY	EACH	US\$1.0000	US\$2,338.0000
2,338.0000	Rentals - PICKUP	RENTPU	EACH	US\$1.0000	US\$2,338.0000
280.5600	Taxes	TAX	EACH	US\$1.0000	US\$280.5600
1,205.0000	Rentals, MajorEquip-Monthly	RENTMMON	EACH	US\$1.0000	US\$1,205.0000
1,205.0000	Rentals, MajorEquip-Monthly	RENTMMON	EACH	US\$1.0000	US\$1,205.0000
1,205.0000	Rentals, MajorEquip-Monthly	RENTMMON	EACH	US\$1.0000	US\$1,205.0000
1,205.0000	Rentals, MajorEquip-Monthly	RENTMMON	EACH	US\$1.0000	US\$1,205.0000
289.2000	Taxes	TAX	EACH	US\$1.0000	US\$289.2000
					\$10,065.76

Comments to Vendor:

(4) month frac tank rental for the truck wash bay on Evon Rd. (I separated quote line items 3 thru 7 into its own po)

To facilitate payment, please reference PO Number 84126 on all correspondence.

Requestors Summary

Name Date
Walters, Craig 5/18/2018 1:59 PM

Approvers Summary

Name Date
Konopka, Greg 5/18/2018 4:51 PM

Requisition

Title: ML Chartier
Date: 5/18/2018
Submitter: Craig Walters
Phone: (330) 550-1126
Comments: (4) month frac tank rental
for the truck wash bay on
Evon Rd. (I separated
quote line items 3 thru 7
into its own po)

Requisition Approvers

Name Date Comments
Konopka, Greg 5/18/2018 4:51 PM --

Qty	Description	SKU	GL Acct	Equipment	Unit	Price	Extended
2,338.0000	Delivery	DELIVERY	1. 5240-03	1. 0001	EACH	US\$1.0000	US\$2,338.0000
2,338.0000	Rentals - PICKUP	RENTPU	1. 5240-03	1. 0001	EACH	US\$1.0000	US\$2,338.0000
280.5600	Taxes	TAX	1. 5240-03	1. 0001	EACH	US\$1.0000	US\$280.5600
1,205.0000	Rentals. MajorEquip-Monthly	RENTMMON	1. 5240-03	1. 0001	EACH	US\$1.0000	US\$1,205.0000
1,205.0000	Rentals. MajorEquip-Monthly	RENTMMON	1. 5240-03	1. 0001	EACH	US\$1.0000	US\$1,205.0000
1,205.0000	Rentals. MajorEquip-Monthly	RENTMMON	1. 5240-03	1. 0001	EACH	US\$1.0000	US\$1,205.0000
1,205.0000	Rentals. MajorEquip-Monthly	RENTMMON	1. 5240-03	1. 0001	EACH	US\$1.0000	US\$1,205.0000
289.2000	Taxes	TAX	1. 5240-03	1. 0001	EACH	US\$1.0000	US\$289.2000
							\$10,065.76



M.L. Chartier Excavating, Inc.
9195 Marine City Highway
Fair Haven, Michigan 48023
586-725-8373
586-725-1450 Fax

Page No. 1

WELDED CONSTRUCTION, L.P.
26933 ECKEL RD.
PERRYSBURG, OH 43551

EVON
WO#LW0518-009.1

DATE	PURCHASE ORDER NO	JOB LOCATION		TERMS	INVOICE #
8/25/18	84126			Net 30 Days	63189
JOB/FIELD TICKET NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
	SATURDAY, 8/18/18: (FIELD TICKET #40443)				
	RENTAL:				
FE-WEL	FRAC TANK #FE-0068-00 RENTAL (7/19/18 THRU 8/18/18)	1.00	MONTH	785.00	785.00
FE-WEL	CONTAINMENT RENTAL (7/19/18 THRU 8/18/18)	1.00	MONTH	420.00	420.00

1 1/2% finance charge will be added on all invoices unpaid after 30 days.



CHARTIER

M.L. Chartier Excavating, Inc.
9195 Marine City Highway
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586-725-8373
586-725-1450 Fax

Page No. 1

WELDED CONSTRUCTION

WELDED CONSTRUCTION, L.P.
26933 ECKEL RD.
PERRYSBURG, OH 43551

EVON RD.

DATE	PURCHASE ORDER NO.	JOB LOCATION		TERMS	INVOICE #
9/29/18	84126			Net 30 Days	63514
JOB/FIELD/TICKET NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
	THURSDAY, 9/20/18: (FIELD TICKET #40567)				
	RENTALS:				
18E-WEL	FRAC TANK #FE-0068-00 RENTAL (8/19/18 THRU 9/18/18)	1.00	MONTH	785.00	785.00
18E-WEL	CONTAINMENT RENTAL (8/19/18 THRU 9/18/18)	1.00	MONTH	420.00	420.00



M.L. Chartier Excavating, Inc.
9195 Marine City Highway
Fair Haven, Michigan 48023
586-725-8373
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Page No. 1

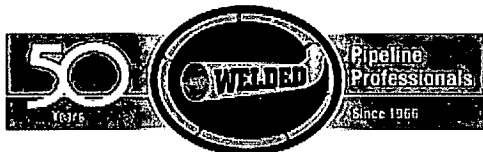
WELDED CONSTRUCTION, L.P.
26933 ECKEL RD.
PERRYSBURG, OH 43551

EVON RD. SAGINAW, MI

DATE	PURCHASE ORDER NO.	JOB LOCATION		TERMS	INVOICE #
10/18/18	84126			Net 30 Days	63611
JOB/FIELD/TICKET NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
	WEDNESDAY, 10/10/18:				
	DEMOB FRAC TANK #FO-0068-00				
	W/CONTAINMENT TO MLC YARD.				
	CLEANED:				
19E-WEL	#125-13 WINCH TRUCK (3:30PM TO 6:30PM)	3.00	HRS	40.00	120.00
19E-WEL	#124-12 STAKE TRUCK (3:30PM TO 6:30PM)	3.00	HRS	45.00	135.00
19E-WEL	DRIVER, OVERTIME (2 MEN @ 3 HRS EACH)	6.00	HRS	100.50	603.00
19E-WEL	PPE	2.00	EACH	15.00	30.00
19E-WEL	FRAC CLEANING	1.00	EACH	1,000.00	1,000.00
19E-WEL	CONTAINMENT CLEANING	1.00	EACH	300.00	300.00
19E-WEL	FRAC TANK #FO-0068-00 RENTAL (9/19/18 THRU 10/10/18)	22.00	EACH	30.00	660.00
19E-WEL	CONTAINMENT RENTAL (9/19/18 THRU 10/10/18)	22.00	EACH	20.00	440.00

1 1/2% finance charge will be added on all invoices unpaid after 30 days.

LW0518-19

**PURCHASE ORDER - 5/31/2018**

Purchase Order Info	Vendor	Bill To
PO Number: 84855	Name: M.L. Chartier, Inc.	Company: Welded Construction
Account Number: not specified	Address: 9195 Marine City Highway	Address: 26933 Eckel Rd.
Date Created: 5/31/2018 1:09 PM	n/a	Perrysburg, Ohio 43551
Created By: Craig Walters	Fair Haven, MI 48023	Phone: 419-874-3548
Ordered By: Craig Walters	Phone: 586-725-8373	Fax: n/a
Phone: (330) 550-1126	Fax: 586-725-1450	
Fax: n/a	Terms: 30	

Ship To

PO# 84855

Contact: Craig Walters
 Company: Welded Construction
 Department: 2018-09 Consumers Line 2800 Saginaw Trail Phase II
 Address: 10155 N. Genesee Rd

 Mt Morris, MI 48458
 Phone: (330) 550-1126
 Fax:

Qty	Description	SKU	Unit	Price	Extended
1,802.0000	Delivery	DELIVERY	EACH	US\$1.0000	US\$1,802.0000 ✓
1,802.0000	Rentals - PICKUP	RENTPU	EACH	US\$1.0000	US\$1,802.0000
220.0000	Taxes	TAX	EACH	US\$1.0000	US\$220.0000
1,205.0000	Rentals, MajorEquip-Monthly	RENTMMON	EACH	US\$1.0000	US\$1,205.0000
1,205.0000	Rentals, MajorEquip-Monthly	RENTMMON	EACH	US\$1.0000	US\$1,205.0000
1,205.0000	Rentals, MajorEquip-Monthly	RENTMMON	EACH	US\$1.0000	US\$1,205.0000
1,205.0000	Rentals, MajorEquip-Monthly	RENTMMON	EACH	US\$1.0000	US\$1,205.0000
290.0000	Taxes	TAX	EACH	US\$1.0000	US\$290.0000
					\$8,934.00

Comments to Vendor:

This rental is for the Truck Wash Station-(Project Rental)

To facilitate payment, please reference PO Number 84855 on all correspondence.

Requestors Summary

Name **Date**
 Walters, Craig 5/29/2018 11:18 AM

Requisition

Title: ML Chartier
Date: 5/29/2018
Submitter: Craig Walters
Phone: (330) 550-1126
Comments: This rental is for the Truck Wash Station-(Project Rental) **this request is for what I highlighted on the attached quote.

Approvers Summary

Name **Date**
 Konopka, Greg 5/31/2018 11:00 AM

Requisition Approvers

Name **Date** **Comments**
 Konopka, Greg 5/31/2018 11:00 AM --

Qty	Description	SKU	GL Acct	Equipment	Unit	Price	Extended
1,802.0000	Delivery	DELIVERY	1. 5240-03	1. 0001	EACH	US\$1.0000	US\$1,802.0000
1,802.0000	Rentals - PICKUP	RENTPU	1. 5240-03	1. 0001	EACH	US\$1.0000	US\$1,802.0000
220.0000	Taxes	TAX	1. 5240-03	1. 0001	EACH	US\$1.0000	US\$220.0000
1,205.0000	Rentals, MajorEquip-Monthly	RENTMMON	1. 5240-03	1. 0001	EACH	US\$1.0000	US\$1,205.0000
1,205.0000	Rentals, MajorEquip-Monthly	RENTMMON	1. 5240-03	1. 0001	EACH	US\$1.0000	US\$1,205.0000
1,205.0000	Rentals, MajorEquip-Monthly	RENTMMON	1. 5240-03	1. 0001	EACH	US\$1.0000	US\$1,205.0000
1,205.0000	Rentals, MajorEquip-Monthly	RENTMMON	1. 5240-03	1. 0001	EACH	US\$1.0000	US\$1,205.0000
290.0000	Taxes	TAX	1. 5240-03	1. 0001	EACH	US\$1.0000	US\$290.0000
							\$8,934.00



M.L. Chartier Excavating, Inc.
9195 Marine City Highway
Fair Haven, Michigan 48023
586-725-8373
586-725-1450 Fax

Page No. 1

WELDED CONSTRUCTION, L.P.
26933 ECKEL RD.
PERRYSBURG, OH 43551

CENTER RD/SAGINAW, MI

DATE	PURCHASE ORDER NO.	JOB LOCATION		TERMS	INVOICE #
9/30/18	84855			Net 30 Days	63516
JOB/FIELD TICKET NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
	SUNDAY, 9/30/18: (FIELD TICKET #40569)				
	RENTALS:				
18E-WEL	FRAC TANK #FO-0093-12 RENTAL (7/30/18 THRU 9/29/18)	2.00	MONTH	785.00	1,570.00
18E-WEL	CONTAINMENT RENTAL (7/30/18 THRU 9/29/18)	2.00	MONTH	420.00	840.00
</					

1 1/2% finance charge will be added on all invoices unpaid after 30 days.

INVOICE**CHARTIER**

M.L. Chartier Excavating, Inc.
 9195 Marine City Highway
 Fair Haven, Michigan 48023
 586-725-8373
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Page No. 1

WELDED CONSTRUCTION

WELDED CONSTRUCTION, L.P.
 26933 ECKEL RD.
 PERRYSBURG, OH 43551

CENTER RD. SAGINAW, MI

DATE	PURCHASE ORDER NO	JOB LOCATION		TERMS	INVOICE #
10/18/18	84855			Net 30 Days	63610
JOB/FIELD/TICKET NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
	WEDNESDAY, 10/10/18: DEMOB FRAC TANK #FO-0093-12 W/CONTAINMENT TO MLC YARD. CLEANED:				
19E-WEL	#125-13 WINCH TRUCK (11:30AM TO 3:30PM)	4.00	HRS	40.00	160.00
19E-WEL	#124-12 STAKE TRUCK (12:00PM TO 3:30PM)	3.50	HRS	45.00	157.50
19E-WEL	DRIVER (1 MAN @ 3 HRS AND 1 MAN @ 2.50 HRS)	5.50	HRS	67.00	368.50
19E-WEL	DRIVER, OVERTIME (2 MEN @ 1 HR EACH)	2.00	HRS	100.50	201.00
19E-WEL	PPE	2.00	EACH	15.00	30.00
19E-WEL	FRAC TANK CLEANING	1.00	EACH	1,000.00	1,000.00
19E-WEL	CONTAINMENT CLEANING	1.00	EACH	300.00	300.00
19E-WEL	FRAC TANK #FO-0093-12 RENTAL (9/30/18 THRU 10/10/18)	11.00	DAY	30.00	330.00
19E-WEL	CONTAINMENT RENTAL (9/30/18 THRU 10/10/18)	11.00	DAY	20.00	220.00

1 1/2% finance charge will be added on all invoices unpaid after 30 days.

**PURCHASE ORDER - 6/5/2018****Purchase Order Info**

PO Number: 85208
 Account Number: not specified
 Date Created: 6/5/2018 7:57 AM
 Created By: Craig Walters
 Ordered By: Craig Walters
 Phone: (330) 550-1126
 Fax: n/a

Vendor

Name: M.L. Chartier, Inc.
 Address: 9195 Marine City Highway
 n/a
 Fair Haven, MI 48023
 Phone: 586-725-8373
 Fax: 586-725-1450
 Terms: 30

Bill To

Company: Welded Construction
 Address: 26933 Eckel Rd.
 Perrysburg, Ohio 43551
 Phone: 419-874-3548
 Fax: n/a

Ship To

PO# 85208

Contact: Craig Walters
 Company: Welded Construction
 Department: 2018-09 Consumers Line 2800 Saginaw Trail Phase II
 Address: 10155 N. Genesee Rd
 Mt Morris, MI 48458
 Phone: (330) 550-1126
 Fax:

Qty	Description	SKU	Unit	Price	Extended
2,338.0000	Delivery	DELIVERY	EACH	US\$1.0000	US\$2,338.0000
2,338.0000	Rentals - PICKUP	RENTPU	EACH	US\$1.0000	US\$2,338.0000
280.5600	Taxes	TAX	EACH	US\$1.0000	US\$280.5600
1,205.0000	Rentals, MajorEquip-Monthly	RENTMMON	EACH	US\$1.0000	US\$1,205.0000
1,205.0000	Rentals, MajorEquip-Monthly	RENTMMON	EACH	US\$1.0000	US\$1,205.0000
1,205.0000	Rentals, MajorEquip-Monthly	RENTMMON	EACH	US\$1.0000	US\$1,205.0000
1,205.0000	Rentals, MajorEquip-Monthly	RENTMMON	EACH	US\$1.0000	US\$1,205.0000
289.2000	Taxes	TAX	EACH	US\$1.0000	US\$289.2000
					\$10,065.76

Comments to Vendor:

(4) month Frac Tank Rental for wash bays Quote Lw0518-022

To facilitate payment, please reference PO Number 85208 on all correspondence.

Requestors Summary

Name	Date
Walters, Craig	5/31/2018 4:22 PM

Requisition

Title: ML Chartier
Date: 5/31/2018
Submitter: Craig Walters
Phone: (330) 550-1126
Comments: (4) month Frac Tank
 Rental for wash bays
 Quote Lw0518-022

Approvers Summary

Name	Date
Konopka, Greg	6/1/2018 8:48 AM

Requisition Approvers

Name	Date	Comments
Konopka, Greg	6/1/2018 8:48 AM	--

Qty	Description	SKU	GL Acct	Equipment	Unit	Price	Extended
2,338.0000	Delivery	DELIVERY	1. 5240-03	1. 0001	EACH	US\$1.0000	US\$2,338.0000
2,338.0000	Rentals - PICKUP	RENTPU	1. 5240-03	1. 0001	EACH	US\$1.0000	US\$2,338.0000
280.5600	Taxes	TAX	1. 5240-03	1. 0001	EACH	US\$1.0000	US\$280.5600
1,205.0000	Rentals, MajorEquip-Monthly	RENTMMON	1. 5240-03	1. 0001	EACH	US\$1.0000	US\$1,205.0000
1,205.0000	Rentals, MajorEquip-Monthly	RENTMMON	1. 5240-03	1. 0001	EACH	US\$1.0000	US\$1,205.0000
1,205.0000	Rentals, MajorEquip-Monthly	RENTMMON	1. 5240-03	1. 0001	EACH	US\$1.0000	US\$1,205.0000
1,205.0000	Rentals, MajorEquip-Monthly	RENTMMON	1. 5240-03	1. 0001	EACH	US\$1.0000	US\$1,205.0000
289.2000	Taxes	TAX	1. 5240-03	1. 0001	EACH	US\$1.0000	US\$289.2000
							\$10,065.76



M.L. Chartier Excavating, Inc.
9195 Marine City Highway
Fair Haven, Michigan 48023
586-725-8373
586-725-1450 Fax

Page No. 1

WELDED CONSTRUCTION, L.P.
26933 ECKEL RD.
PERRYSBURG, OH 43551

EVON RD/SAGINAW, MI

DATE	PURCHASE ORDER NO.	JOB LOCATION		TERMS	INVOICE #
9/30/18	85028			Net 30 Days	63515
JOB/FIELD TICKET NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
	SUNDAY, 9/30/18: (FIELD TICKET #41417)				
	RENTALS:				
18E-WEL	FRAC TANK #FE-123-12 RENTAL (7/30/18 THRU 9/29/18)	2.00	MONTH	785.00	1,570.00
18E-WEL	CONTAINMENT RENTAL (7/30/18 THRU 9/29/18)	2.00	MONTH	420.00	840.00

1½% finance charge will be added on all invoices unpaid after 30 days.

INVOICE**CHARTIER**

M.L. Chartier Excavating, Inc.
 9195 Marine City Highway
 Fair Haven, Michigan 48023
 586-725-8373
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Page No. 1

WELDED CONSTRUCTION

WELDED CONSTRUCTION, L.P.
 26933 ECKEL RD.
 PERRYSBURG, OH 43551

SAGINAW, MI

DATE	PURCHASE ORDER NO.	JOB LOCATION		TERMS	INVOICE #
10/18/18	85208			Net 30 Days	63609
JOB/FIELD TICKET NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
	WEDNESDAY, 10/10/18: DEMOB FRAC TANK #FO-0123-12 TO SWAN CREEK STAGING. DEMOB CONTAINMENT TO MLC YARD AND CLEANED:				
19H-WEL	#125-13 WINCH TRUCK	2.50	HRS	40.00	100.00
19H-WEL	#124-12 STAKE TRUCK	2.50	HRS	45.00	112.50
19H-WEL	DRIVER (2 MEN @ 2.50 HRS EACH)	5.00	HRS	67.00	335.00
19H-WEL	PPE	2.00	EACH	15.00	30.00
19H-WEL	CONTAINMENT CLEANING	1.00	EACH	300.00	300.00
19H-WEL	FRAC TANK #FO-0123-12 RENTAL (9/30/18 THRU 10/10/18)	11.00	DAY	30.00	330.00
19H-WEL	CONTAINMENT RENTAL (9/30/18 THRU 10/10/18)	11.00	DAY	20.00	220.00

1 1/2% finance charge will be added on all invoices unpaid after 30 days.

INVOICE**CHARTIER**

M.L. Chartier Excavating, Inc.
 9195 Marine City Highway
 Fair Haven, Michigan 48023
 586-725-8373
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Page No. 1

WELDED CONSTRUCTION

WELDED CONSTRUCTION, L.P.
 26933 ECKEL RD.
 PERRYSBURG, OH 43551

SAGINAW, MI

DATE	PURCHASE ORDER NO.	JOB LOCATION		TERMS	INVOICE #
10/18/18	85208			Net 30 Days	63613
JOB/FIELD TICKET NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
	THURSDAY, 10/11/18:				
	DEMOB FRAC TANK #FO-0123-12 TO				
	MLC YARD. CLEANED:				
19H-WEL	#125-13 WINCH TRUCK	3.00	HRS	40.00	120.00
19H-WEL	DRIVER	3.00	HRS	67.00	201.00
19H-WEL	PPE	1.00	EACH	15.00	15.00
19H-WEL	FRAC TANK CLEANING	1.00	EACH	1,000.00	1,000.00
19H WEL	FRAC TANK #FO-0123-12 RENTAL	1.00	DAY	30.00	30.00

1 1/2% finance charge will be added on all invoices unpaid after 30 days.

**PURCHASE ORDER - 6/6/2018****Purchase Order Info**

PO Number: 85372
 Account Number: not specified
 Date Created: 6/6/2018 5:21 PM
 Created By: Craig Walters
 Ordered By: Craig Walters
 Phone: (330) 550-1126
 Fax: n/a

Vendor

Name: M.L. Chartier, Inc.
 Address: 9195 Marine City Highway
 n/a
 Fair Haven, MI 48023
 Phone: 586-725-8373
 Fax: 586-725-1450
 Terms: 30

Bill To

Company: Welded Construction
 Address: 26933 Eckel Rd.
 Perrysburg, Ohio 43551
 Phone: 419-874-3548
 Fax: n/a

Ship To

PO# 85372

Contact: Craig Walters
 Company: Welded Construction
 Department: 2018-09 Consumers Line 2800 Saginaw Trail Phase II
 Address: 10155 N. Genesee Rd
 Mt Morris, MI 48458
 Phone: (330) 550-1126
 Fax:

Qty	Description	SKU	Unit	Price	Extended
3,124.0000	Delivery	DELIVERY	EACH	US\$1.0000	US\$3,124.0000
3,920.0000	Rentals, MajorEquip-Monthly	RENTMMON	EACH	US\$1.0000	US\$3,920.0000
3,340.0000	Rentals, MajorEquip-Monthly	RENTMMON	EACH	US\$1.0000	US\$3,340.0000
625.0000	Taxes	TAX	EACH	US\$1.0000	US\$625.0000
					\$11,009.00

Comments to Vendor:

Quote # LW0618-003 (PR) Roll off box with ramps Rental Box Ser# RB-6022 Ramps Ser# RR-03 (2) month rental

To facilitate payment, please reference PO Number 85372 on all correspondence.

Requestors Summary
Name **Date**
 Walters, Craig 6/5/2018 3:16 PM

Approvers Summary
Name **Date**
 Konopka, Greg 6/6/2018 11:26 AM

Requisition
Title: ML Chartier - LW0618-003
Date: 6/5/2018
Submitter: Craig Walters
Phone: (330) 550-1126
Comments: Quote # LW0618-003 (PR)
 Roll off box with ramps
 Rental Box Ser# RB-6022
 Ramps Ser# RR-03 (2)
 month rental

Requisition Approvers
Name **Date** **Comments**
 Konopka, Greg 6/6/2018 11:26 AM --

Qty	Description	SKU	GL Acct	Equipment	Unit	Price	Extended
3,124.0000	Delivery	DELIVERY	1. 5210-15	1. 0001	EACH	US\$1.0000	US\$3,124.0000
3,920.0000	Rentals, MajorEquip-Monthly	RENTMMON	1. 5210-15	1. 0001	EACH	US\$1.0000	US\$3,920.0000
3,340.0000	Rentals, MajorEquip-Monthly	RENTMMON	1. 5210-15	1. 0001	EACH	US\$1.0000	US\$3,340.0000
625.0000	Taxes	TAX	1. 5210-15	1. 0001	EACH	US\$1.0000	US\$625.0000
							\$11,009.00



Page No. 1

MT. MORRIS YARD
LW0618-003

[illegible]

1½% finance charge will be added on all invoices unpaid after 30 days.

INVOICE



HARTIER

M.L. Chartier Excavating, Inc.
 9195 Marine City Highway
 Fair Haven, Michigan 48023
 586-725-8373
 586-725-1450 Fax

Page No. 1

WELDED CONSTRUCTION

WELDED CONSTRUCTION, L.P.
 26933 ECKEL RD.
 PERRYSBURG, OH 43551

10015 N GENESEE RD.
 ATTN: CRAIG WALTERS

DATE	PURCHASE ORDER NO.	JOB LOCATION		TERMS	INVOICE #
10/30/18	85327			Net 30 Days	63735
JOB/FIELD/TICKET NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
	TUESDAY, 10/16/18: (FIELD TICKET #42370)				
	PICKED UP RAMPS AND RETURNED TO STARVILLE. RENTAL ON RAMPS:				
19N-WEL	#133-06 TRACTOR W/ROLL OFF TRAILER #RO-97	8.50	HRS	70.00	595.00
19N-WEL	DRIVER	8.00	HRS	67.00	536.00
19N-WEL	DRIVER, OVERTIME	0.50	HRS	100.50	50.25
19N-WEL	PPE	1.00	EACH	15.00	15.00
19N-WEL	RAMPS #RR-03 RENTAL (9/5/18 THRU 10/4/18)	1.00	MONTH	980.00	980.00
19N-WEL	RAMPS #RR-03 RENTAL (10/5/18 THRU 10/16/18)	12.00	DAY	45.00	540.00

1 1/2% finance charge will be added on all invoices unpaid after 30 days.

INVOICE



IARTIER

M.L. Chartier Excavating, Inc.
9195 Marine City Highway
Fair Haven, Michigan 48023
586-725-8373
586-725-1450 Fax

Page No. 1

WELDED CONSTRUCTION

WELDED CONSTRUCTION, L.P.
26933 ECKEL RD.
PERRYSBURG, OH 43551

MT. MORRIS YARD
LW0618-003

DATE	PURCHASE ORDER NO	JOB LOCATION	TERMS	INVOICE #
11/2/18	85327		Net 30 Days	L63781

JOB/FIELD/TICKET NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
19E-WEL	RENTALS: ROLL OFF BOX RENTAL #RB-6022-20 (9/5/18 THRU 10/4/18)	1.00	MONTH	415.00	415.00
19E-WEL	CONTAINMENT RENTAL (9/5/18 THRU 10/4/18)	1.00	MONTH	420.00	420.00
19E-WEL	ROLL OFF BOX RENTAL #RB-6022-20 (10/5/18 THRU 11/4/18)	1.00	MONTH	415.00	415.00
19E-WEL	CONTAINMENT RENTAL (10/5/18 THRU 11/4/18)	1.00	MONTH	420.00	420.00

Inv. # L63781

Line 1: Roll off box rental

9/5/18 thru 10/4/18

1 Mo \$415.00 = \$415.00
tax 24.90

Line 2: Containment

9/5/18 thru 10/4/18

1 Mo \$420.00 = \$420.00
tax 25.20

Line 3: Roll off Box

10/5/18 thru 10/21/18 = \$241.24

Line 4: Containment

10/5/18 thru 10/21/18 = \$244.14

\$1,370.48

TAXABLE	NON-TAXABLE	SALES OR USE TAX	MISC	INVOICE TOTAL
1,670.00	0.00	100.20		\$1,370.48

**PURCHASE ORDER - 6/19/2018****Purchase Order Info**

PO Number: 86549
 Account Number: not specified
 Date Created: 6/19/2018 5:19 PM
 Created By: Craig Walters
 Ordered By: Craig Walters
 Phone: (330) 550-1126
 Fax: n/a

Vendor

Name: M.L. Chartier, Inc.
 Address: 9195 Marine City Highway
 n/a
 Fair Haven, MI 48023
 Phone: 586-725-8373
 Fax: 586-725-1450
 Terms: 30

Bill To

Company: Welded Construction
 Address: 26933 Eckel Rd.
 Perrysburg, Ohio 43551
 Phone: 419-874-3548
 Fax: n/a

Ship To

PO# 86549

Contact: Craig Walters
 Company: Welded Construction
 Department: 2018-09 Consumers Line 2800 Saginaw Trail Phase II
 Address: 10155 N. Genesee Rd
 Mt Morris, MI 48458
 Phone: (330) 550-1126
 Fax:

Qty	Description	SKU	Unit	Price	Extended
14,000.0000	Dust Control Agent Application	DSTCNTAGNTAP	EACH	US\$1.0000	US\$14,000.0000
9,600.0000	Dust Control Agent Application	DSTCNTAGNTAP	EACH	US\$1.0000	US\$9,600.0000
9,600.0000	Dust Control Agent Application	DSTCNTAGNTAP	EACH	US\$1.0000	US\$9,600.0000
9,600.0000	Dust Control Agent Application	DSTCNTAGNTAP	EACH	US\$1.0000	US\$9,600.0000
2,568.0000	Taxes	TAX	EACH	US\$1.0000	US\$2,568.0000
					\$45,368.00

Comments to Vendor:

Dust Control Service (Brine) Emergency - June brine application July/Aug/Sept 1 Brine application per month Quote LW0618-008

To facilitate payment, please reference PO Number 86549 on all correspondence.

Requestors Summary

Name Date
Walters, Craig 6/18/2018 3:36 PM

Approvers Summary

Name Date
Konopka, Greg 6/19/2018 3:38 PM

Requisition

Title: ML Chartier - LW0618-008
Date: 6/18/2018
Submitter: Craig Walters
Phone: (330) 550-1126
Comments: Dust Control Service
(Brine) Emergency - June
brine application
July/Aug/Sept 1 Brine
application per month
Quote LW0618-008

Requisition Approvers

Name Date Comments
Konopka, Greg 6/19/2018 3:38 PM --

Qty	Description	SKU	GL Acct	Equipment	Unit	Price	Extended
14,000.0000	Dust Control Agent Application	DSTCNTAGNTAP	1. 5210-15	1. 0001	EACH	US\$1.0000	US\$14,000.0000
9,600.0000	Dust Control Agent Application	DSTCNTAGNTAP	1. 5210-15	1. 0001	EACH	US\$1.0000	US\$9,600.0000
9,600.0000	Dust Control Agent Application	DSTCNTAGNTAP	1. 5210-15	1. 0001	EACH	US\$1.0000	US\$9,600.0000
9,600.0000	Dust Control Agent Application	DSTCNTAGNTAP	1. 5210-15	1. 0001	EACH	US\$1.0000	US\$9,600.0000
2,568.0000	Taxes	TAX	1. 5210-15	1. 0001	EACH	US\$1.0000	US\$2,568.0000
							\$45,368.00



Page No. 1

WELDED YARD
WO#LW0618-008

1 1/2% finance charge will be added on all invoices unpaid after 30 days.



CHARTIER

Page No. 1

10155 N. GENESEE
MT. MORRIS, MI

DATE	PURCHASE ORDER NO	JOB LOCATION		TERMS	INVOICE #
9/29/18	86549			Net 30 Days	63495
JOB/FIELD TICKET NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
	FRIDAY, 9/14/18: (FIELD TICKET #42482) APPLIED CALCIUM CHLORIDE TO LAY DOWN YARD AND ACCESS DRIVES AT MAIN YARD:				
1 SE-WEL	CALCIUM CHLORIDE TYPE #2	10000.00	GALLON	0.48	4,800.00
1 SE-WEL	CALCIUM CHLORIDE TYPE #2	10000.00	GALLON	0.48	4,800.00

1½% finance charge will be added on all invoices unpaid after 30 days.

Lucas Weber

From: Heather Stuhr <hstuhr@welded.com>
Sent: Wednesday, September 19, 2018 5:19 PM
To: Lucas Weber
Subject: RE: [*EXTERNAL*] Quote for Containment Rental

Hi Lucas-

The PO # for this order is 91950.

Thank you! ☺

Heather Stuhr

Purchasing Clerk

Welded Construction, L.P.

Cell: 419-277-1338



Welded Construction, L.P.

Corporate: 26933 Eckel Rd, Perrysburg, OH 43551

Office: 419.874.3548 | Fax: 419.874.4883

www.welded.com

Pipeline Professionals Since 1966

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Please consider the environment before printing this email!

From: Lucas Weber <lweber@mlchartier.com>
Sent: Friday, August 24, 2018 7:02 AM
To: Heather Stuhr <hstuhr@welded.com>
Subject: [*EXTERNAL*] Quote for Containment Rental

Morning Heather,

Sorry this took so long, rough week. If you've got any questions please feel free to give me a call!

Thanks,

INVOICE**CHARTIER**

M.L. Chartier Excavating, Inc.
 9195 Marine City Highway
 Fair Haven, Michigan 48023
 586-725-8373
 586-725-1450 Fax

Page No. 1

WELDED CONSTRUCTION

WELDED CONSTRUCTION, L.P.
 26933 ECKEL RD.
 PERRYSBURG, OH 43551

MT. MORRIS YARD

DATE	PURCHASE ORDER NO.	JOB LOCATION		TERMS	INVOICE #
8/29/18	91950			Net 30 Days	63496
JOB/FIELD/TICKET NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
	MONDAY, 8/20/18: (FIELD TICKET #39793) DELIVERED LARGE CONTAINMENT FOR WELDED. START RENT 8/20: #120-06 WASH VAN	4.00	HRS	95.00	380.00
USE-WEL	DRIVER	4.00	HRS	67.00	268.00
USE-WEL	PPE	1.00	EACH	15.00	15.00
	WEDNESDAY, 9/19/18: (FIELD TICKET #41411) RENTAL OF LARGE CONTAINMENT: CONTAINMENT RENTAL (8/20/18 THRU 9/19/18)	1.00	MONTH	420.00	420.00
USE-WEL					

1 1/2% finance charge will be added on all invoices unpaid after 30 days.



M.L. Chartier Excavating, Inc.
9195 Marine City Highway
Fair Haven, Michigan 48023
586-725-8373
586-725-1450 Fax

Page No. 1

WELDED CONSTRUCTION, L.P.
26933 ECKEL RD.
PERRYSBURG, OH 43551

MT. MORRIS YARD

DATE	PURCHASE ORDER NO.	JOB LOCATION		TERMS	INVOICE #
9/2/18	91950			Net 30 Days	L63782
JOB/FIELD TICKET NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
19H-WEL	RENTALS: CONTAINMENT RENTAL (9/20/18 THRU 10/19/18)	1.00	MONTH	420.00	420.00

1 1/2% finance charge will be added on all invoices unpaid after 30 days.

INVOICE



HARTIER

M.L. Chartier Excavating, Inc.
 9195 Marine City Highway
 Fair Haven, Michigan 48023
 586-725-8373
 586-725-1450 Fax

Page No. 1

WELDED CONSTRUCTION

WELDED CONSTRUCTION, L.P.
 26933 ECKEL RD.
 PERRYSBURG, OH 43551

MT. MORRIS YARD
 THETFORD

DATE	PURCHASE ORDER NO.	JOB LOCATION		TERMS	INVOICE #
11/19/18	91950			Net 30 Days	L63916
JOB/FIELD TICKET NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
	WEDNESDAY, 11/7/18: (FIELD TICKET #41870)				
	PICK UP CONTAINMENT RETURN TO WB YARD:				
19E-WEL	#124-12 STAKE TRUCK	4.00	HRS	45.00	180.00
19E-WEL	DRIVER	4.00	HRS	67.00	268.00
19E-WEL	CONTAINMENT CLEANING	1.00	EACH	300.00	300.00
	RENTAL FOR 10/20/18 THRU 11/7/18 19 DAYS:				
19E-WEL	CONTAINMENT RENTAL	19.00	DAY	14.00	266.00
19E-WEL	DAMAGE/LOST CONTAINMENT	1.00	EACH	2,817.50	2,817.50

Inv # L63916

Rental:

Containment

10/20/18 thru 10/21/18

2 days @ 14.00 = 28.00

6% use tax = 1.68

\$29.68

TAXABLE	NON-TAXABLE	SALES OR USE TAX	MISC	INVOICE TOTAL
3,083.50	748.00	185.01		\$4,016.51

1 1/2% finance charge will be added on all invoices unpaid after 30 days.

**PURCHASE ORDER - 10/16/2018**

Purchase Order Info	Vendor	Bill To
PO Number: 95050	Name: M.L. Chartier, Inc.	Company: Welded Construction
Account Number: not specified	Address: 9195 Marine City Highway	Address: 26933 Eckel Rd.
Date Created: 10/16/2018 10:53 AM	n/a	
Created By: Craig Walters	Fair Haven, MI 48023	Perrysburg, Ohio 43551
Ordered By: Craig Walters	Phone: 586-725-8373	Phone: 419-874-3548
Phone: (330) 550-1126	Fax: 586-725-1450	Fax: n/a
Fax: n/a	Terms: 30	

Ship To

PO# 95050

Contact: Craig Walters
 Company: Welded Construction
 Department: 2018-09 Consumers Line 2800 Saginaw Trail Phase II
 Address: 10155 N. Genesee Rd

 Mt Morris, MI 48458
 Phone: (330) 550-1126
 Fax:

Qty	Description	SKU	Unit	Price	Extended
1,802.0000	Mobilize Frac Tank	MLFRTNK	EACH	US\$1.0000	US\$1,802.0000
1,802.0000	Demobilize Frac Tank	DMBFRCTNK	EACH	US\$1.0000	US\$1,802.0000
1,000.0000	Frac Tank Cleaning	FRCTNKCLN	EACH	US\$1.0000	US\$1,000.0000
300.0000	Containment Cleaning	CNTMNTCLNS	EACH	US\$1.0000	US\$300.0000
1,205.0000	Rentals, MajorEquip-Monthly	RENTMMON	EACH	US\$1.0000	US\$1,205.0000
					\$6,109.00

Comments to Vendor:
 frac tanks for main line testing

To facilitate payment, please reference PO Number 95050 on all correspondence.

Requestors Summary
Name **Date**
Walters, Craig 10/16/2018 7:44 AM

Requisition

Title: ML Chartier - LW0918-011
Date: 10/16/2018
Submitter: Craig Walters
Phone: (330) 550-1126
Comments: frac tanks for main line testing

Approvers Summary
Name **Date**
Konopka, Greg 10/16/2018 9:37 AM

Requisition Approvers

Name **Date** **Comments**
Konopka, Greg 10/16/2018 9:37 AM --

Qty	Description	SKU	GL Acct	Equipment	Unit	Price	Extended
1,802.0000	Mobilize Frac Tank	MLFRTNK	1. 5210-15	1. 0001	EACH	US\$1.0000	US\$1,802.0000
1,802.0000	Demobilize Frac Tank	DMBFRTNK	1. 5210-15	1. 0001	EACH	US\$1.0000	US\$1,802.0000
1,000.0000	Frac Tank Cleaning	FRCTNKCLN	1. 5210-15	1. 0001	EACH	US\$1.0000	US\$1,000.0000
300.0000	Containment Cleaning	CNTMNTCLNS	1. 5210-15	1. 0001	EACH	US\$1.0000	US\$300.0000
1,205.0000	Rentals, MajorEquip-Monthly	RENTMMON	1. 5210-15	1. 0001	EACH	US\$1.0000	US\$1,205.0000
							\$6,109.00

INVOICE



CHARTIER

M.L. Chartier Excavating, Inc.
 9195 Marine City Highway
 Fair Haven, Michigan 48023
 586-725-8373
 586-725-1450 Fax

Page No. 1

WELDED CONSTRUCTION

WELDED CONSTRUCTION, L.P.
 26933 ECKEL RD.
 PERRYSBURG, OH 43551

HACKETT ROAD
 SAGINAW, MI

DATE	PURCHASE ORDER NO.	JOB LOCATION		TERMS	INVOICE #
11/17/18	95050			Net 30 Days	63607
JOB/FIELD/TICKET NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
	TUESDAY, 9/25/18: DELIVERED FRAC TANK #FO-0107-12 ONLY:				
19H-WEL	#133-06 WINCH TRUCK	4.00	HRS	40.00	160.00
19H-WEL	#124-12 STAKE TRUCK	4.00	HRS	45.00	180.00
19H-WEL	DRIVER (2 MEN @ 4 HRS EACH)	8.00	HRS	67.00	536.00
19H-WEL	PPE	2.00	EACH	15.00	30.00
	WEDNESDAY, 10/10/18: DEMOB FRAC TANK #FO-0107-12 TO MLC YARD AND CLEANED:				
19H-WEL	#133-06 WINCH TRUCK	4.00	HRS	40.00	160.00
19H-WEL	DRIVER	4.00	HRS	67.00	268.00
19H-WEL	PPE	1.00	EACH	15.00	15.00
19H-WEL	FRAC TANK CLEANING	1.00	EACH	1,000.00	1,000.00
19H-WEL	FRAC TANK #FO-0107-12 RENTAL (9/25/18 THRU 10/10/18)	15.00	DAY	30.00	450.00

1 1/2% finance charge will be added on all invoices unpaid after 30 days.

**PURCHASE ORDER - 10/16/2018**

Purchase Order Info	Vendor	Bill To
PO Number: 95051	Name: M.L. Chartier, Inc.	Company: Welded Construction
Account Number: not specified	Address: 9195 Marine City Highway	Address: 26933 Eckel Rd.
Date Created: 10/16/2018 10:53 AM	n/a	
Created By: Craig Walters	Fair Haven, MI 48023	Perrysburg, Ohio 43551
Ordered By: Craig Walters	Phone: 586-725-8373	Phone: 419-874-3548
Phone: (330) 550-1126	Fax: 586-725-1450	Fax: n/a
Fax: n/a	Terms: 30	

Ship To

PO# 95051

Contact: Craig Walters
 Company: Welded Construction
 Department: 2018-09 Consumers Line 2800 Saginaw Trail Phase II
 Address: 10155 N. Genesee Rd

 Mt Morris, MI 48458
 Phone: (330) 550-1126
 Fax:

Qty	Description	SKU	Unit	Price	Extended
360.0000	Water (For Testing)	WATERR	EACH	US\$1.0000	US\$360.0000
1,680.0000	Freight/Shipping	FREIGHT	EACH	US\$1.0000	US\$1,680.0000
					\$2,040.00

Comments to Vendor:
 water for the main line test

To facilitate payment, please reference PO Number 95051 on all correspondence.

Requestors Summary

Name	Date
Walters, Craig	10/16/2018 7:46 AM

Requisition

Title: RETRACTED: ML Chartier
- LW0918-010

Date: 10/16/2018

Submitter: Craig Walters

Phone: (330) 550-1126

Comments: water for the main line test

Approvers Summary

Name	Date
Konopka, Greg	10/16/2018 9:37 AM

Requisition Approvers

Name	Date	Comments
Konopka, Greg	10/16/2018 9:37 AM	--

Qty	Description	SKU	GL Acct	Equipment	Unit	Price	Extended
360.0000	Water (For Testing)	WATERR	1. 5210-15	1. 0001	EACH	US\$1.0000	US\$360.0000
1,680.0000	Freight/Shipping	FREIGHT	1. 5210-15	1. 0001	EACH	US\$1.0000	US\$1,680.0000
							\$2,040.00



CHARTIER

Page No. 1

WELDED CONSTRUCTION, L.P.
26933 ECKEL RD.
PERRYSBURG, OH 43551

HACKETT RD/SAGINAW, MI

[illegible]

1½% finance charge will be added on all invoices unpaid after 30 days.

**PURCHASE ORDER - 10/16/2018****Purchase Order Info**

PO Number: 95052
 Account Number: not specified
 Date Created: 10/16/2018 10:53 AM
 Created By: Craig Walters
 Ordered By: Craig Walters
 Phone: (330) 550-1126
 Fax: n/a

Vendor

Name: M.L. Chartier, Inc.
 Address: 9195 Marine City Highway
 n/a
 Fair Haven, MI 48023
 Phone: 586-725-8373
 Fax: 586-725-1450
 Terms: 30

Bill To

Company: Welded Construction
 Address: 26933 Eckel Rd.
 Perrysburg, Ohio 43551
 Phone: 419-874-3548
 Fax: n/a

Ship To

PO# 95052

Contact: Craig Walters
 Company: Welded Construction
 Department: 2018-09 Consumers Line 2800 Saginaw Trail Phase II
 Address: 10155 N. Genesee Rd
 Mt Morris, MI 48458
 Phone: (330) 550-1126
 Fax:

Qty	Description	SKU	Unit	Price	Extended
1,802.0000	Mobilize Frac Tank	MLFRTNK	EACH	US\$1.0000	US\$1,802.0000
1,802.0000	Demobilize Frac Tank	DMBFRCTNK	EACH	US\$1.0000	US\$1,802.0000
1,000.0000	Frac Tank Cleaning	FRCTNKCLN	EACH	US\$1.0000	US\$1,000.0000
300.0000	Containment Cleaning	CNTMNTCLNS	EACH	US\$1.0000	US\$300.0000
1,205.0000	Rentals, Major Equip-Monthly	RENTMMON	EACH	US\$1.0000	US\$1,205.0000
					\$6,109.00

Comments to Vendor:

frac tanks @ south river rd for testing

To facilitate payment, please reference PO Number 95052 on all correspondence.

Requestors Summary

Name Date
Walters, Craig 10/16/2018 7:49 AM

Requisition

Title: ML Chartier - LW0918-012
Date: 10/16/2018
Submitter: Craig Walters
Phone: (330) 550-1126
Comments: frac tanks @ south river rd
for testing

Approvers Summary

Name Date
Konopka, Greg 10/16/2018 9:37 AM

Requisition Approvers

Name Date Comments
Konopka, Greg 10/16/2018 9:37 AM --

Qty	Description	SKU	GL Acct	Equipment	Unit	Price	Extended
1,802.0000	Mobilize Frac Tank	MLFRTNK	1. 5210-15	1. 0001	EACH	US\$1.0000	US\$1,802.0000
1,802.0000	Demobilize Frac Tank	DMBFRCTNK	1. 5210-15	1. 0001	EACH	US\$1.0000	US\$1,802.0000
1,000.0000	Frac Tank Cleaning	FRCTNKCLN	1. 5210-15	1. 0001	EACH	US\$1.0000	US\$1,000.0000
300.0000	Containment Cleaning	CNTMNTCLNS	1. 5210-15	1. 0001	EACH	US\$1.0000	US\$300.0000
1,205.0000	Rentals, MajorEquip-Monthly	RENTMMON	1. 5210-15	1. 0001	EACH	US\$1.0000	US\$1,205.0000
							\$6,109.00

INVOICE



CHARTIER

M.L. Chartier Excavating, Inc.
 9195 Marine City Highway
 Fair Haven, Michigan 48023
 586-725-8373
 586-725-1450 Fax

Page No. 1

WELDED CONSTRUCTION

WELDED CONSTRUCTION, L.P.
 26933 ECKEL RD.
 PERRYSBURG, OH 43551

SOUTH RIVER RD. SAGINAW, MI

DATE	PURCHASE ORDER NO.	JOB LOCATION		TERMS	INVOICE #
9/18/18	95052			Net 30 Days	63608
JOB/FIELD/TICKET NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
	TUESDAY, 9/25/18: DELIVERED FRAC TANK #FO-0086-12 ONLY:				
19E-WEL	#133-06 WINCH TRUCK	4.00	HRS	40.00	160.00
19E-WEL	#124-12 STAKE TRUCK	4.00	HRS	45.00	180.00
19E-WEL	DRIVER (2 MEN @ 4 HRS EACH)	8.00	HRS	67.00	536.00
19E-WEL	PPE	2.00	EACH	15.00	30.00
	WEDNESDAY, 10/10/18: DEMOB FRAC TANK #FO-0086-12 TO SWAN CREEK STAGING:				
19E-WEL	#125-13 WINCH TRUCK	2.50	HRS	40.00	100.00
19E-WEL	#124-12 STAKE TRUCK	3.00	HRS	45.00	135.00
19E-WEL	DRIVER (1 MAN @ 2.5 HRS AND 1 MAN @ 3 HRS)	5.50	HRS	67.00	368.50
19E-WEL	PPE	2.00	EACH	15.00	30.00
19E-WEL	FRAC TANK #FO-0086-12 RENTAL (9/25/18 THRU 10/10/18)	15.00	DAY	30.00	450.00

1 1/2% finance charge will be added on all invoices unpaid after 30 days.



CHARTIER

M.L. Chartier Excavating, Inc.
9195 Marine City Highway
Fair Haven, Michigan 48023
586-725-8373
586-725-1450 Fax

Page No. 1

WELDED CONSTRUCTION

WELDED CONSTRUCTION, L.P.
26933 ECKEL RD.
PERRYSBURG, OH 43551

S RIVER, SAGINAW, MI

DATE	PURCHASE ORDER NO.	JOB LOCATION		TERMS	INVOICE #
10/18/18	95052			Net 30 Days	63612
JOB/FIELD/TICKET NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
	THURSDAY, 10/11/18: DEMOB FRAC TANK #FO-0086-12 FROM SWAN CREEK STAGING TO MLC YARD. CLEANED:				
19E-WEL	#125-13 WINCH TRUCK (6:30AM TO 10:00AM)	3.50	HRS	40.00	140.00
SE WEL	DRIVER	3.50	HRS	67.00	234.50
19E-WEL	PPE	1.00	EACH	15.00	15.00
19E-WEL	FRAC TANK CLEANING	1.00	EACH	1,000.00	1,000.00
19E-WEL	FRAC TANK #FO-0086-12 RENTAL	1.00	DAY	30.00	30.00

1 1/2% finance charge will be added on all invoices unpaid after 30 days.

EXHIBIT B

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

In re:	)	Chapter 11
)	
Welded Construction, L.P., <i>et al.</i>,	)	Case No. 18-12378 (CSS)
)	
Debtors.	)	(Jointly Administered)
)	
Welded Construction, L.P.,)	
)	
Plaintiff,)	
	)	Adv. No. 20-50940 (CSS)
vs.)	
)	
M.L. Chartier, Inc.,)	
)	
Defendant.)	

EX PARTE ORDER
GRANTING MOTION TO REOPEN ADVERSARY PROCEEDING

Upon the motion of M.L. Chartier, Inc. (“Movant”) for an order reopening the above-captioned adversary proceeding (the “Adversary Proceeding”) for the purpose of setting aside and vacating the default judgment entered against Movant on March 31, 2021 (the “Default Judgment”) and this Court finding it has jurisdiction over this Adversary Proceeding pursuant to 28 U.S.C. §§ 157(a) and 1334(a), and this Court finding that Movant has demonstrated a valid cause to reopen the Adversary Proceeding; it now hereby is ORDERED that the Motion is granted as set forth herein:

1. The Clerk of Court hereby is directed to reopen the Adversary Proceeding;
2. Movant hereby is directed to serve a copy of this Order on the Plaintiff at its last known address within three (3) business days from the entry thereof;
3. The Court retains jurisdiction to interpret and enforce the terms of this Order.

Dated: _____, 2021

CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT C

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

In re:	)	Chapter 11
)	
Welded Construction, L.P., <i>et al.</i>,	)	Case No. 18-12378 (CSS)
)	
Debtors.	)	(Jointly Administered)
)	
Welded Construction, L.P.,)	
)	
Plaintiff,)	
	)	Adv. No. 20-50940 (CSS)
vs.)	
)	
M.L. Chartier, Inc.,)	
)	
Defendant.)	
)	

**ORDER GRANTING MOTION OF M.L. CHARTIER, INC.
TO SET ASIDE DEFAULT AND TO VACATE DEFAULT JUDGMENT**

Upon consideration of the Motion of M. L. Chartier, Inc. (“Defendant”) to set aside the default and to vacate the default judgment which have been entered in this Adversary Proceeding, together with any responses thereto, it is hereby ORDERED that the Motion is granted as set forth herein:

1. The entry of the Default (ECF No. 14) is set aside, and the Default Judgement (ECF No. 15) is vacated; and
2. Defendant shall file a response to the Complaint (ECF No. 1) no later than 5 business days from the entry of this Order.

Dated: _____, 2021

CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

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

In re:	)	Chapter 11
)	
Welded Construction, L.P., <i>et al.</i>,	)	Case No. 18-12378 (CSS)
)	
Debtors.	)	(Jointly Administered)
)	
Welded Construction, L.P.,)	
)	
Plaintiff,)	
	)	Adv. No. 20-50940 (CSS)
vs.)	
)	
M.L. Chartier, Inc.,)	
)	
Defendant.)	
)	

NOTICE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing has been served upon counsel of record this 28th day of April 2021, electronically by the Court's CM/ECF system and by First Class Mail, postage prepaid, as follows:

Josef W. Mintz
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By: /s/ Gregory W. Hauswirth