



Village of Paw Paw
Village Council Regular Meeting
Monday, April 27, 2026, 7 PM
Paw Paw District Library, Community Room
609 W. Michigan Ave, Paw Paw, MI 49079

Agenda

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Roll Call:** President Roman Plaszczyk; President Pro-Tem Douglas Craddock; Trustees Holly Hamilton, Nicolas Martinez, David McQueen, Steve Richardson, and Donne Rohr.
- IV. Approval of Agenda**
- V. Approval of Minutes**
 - Regular meeting of April 13, 2025
- VI. Authorization to Pay Claims.** April 27, 2026 (Martinez, McQueen); May 11 (Rohr, Craddock)
- VII. Audience Participation (Limited to 3 minutes per speaker)**
- VIII. Council Member Comments**
- IX. Special Presentations**
 - Emily Hickmott, Van Buren Conservation District
 - Mary Lou Hartwell, Downtown Development Authority
- X. Action Items**
 - Award Street Paving Bids – MDOT Category B Program
 - Accept Fishbeck Proposal – DPS Facility
- XI. Workshop Items: None**

XII. Committee Meetings and Reports (committees may have items to bring to the council) *Estimated 30 minutes for all with next meeting dates.*

- Area Parks & Rec. Board (McQueen): May 4 - **7 PM**
- Downtown Development Authority (Plaszczak): May 18 - **5:30 PM**
- Economic and Residential Opportunity (Plaszczak): May 21 - **4 PM**
- Farmers Market (Martinez): May 15 - **5 PM**
- Fire District Board (Craddock): May 5 - **7 PM**
- Historical Commission (Plaszczak): Jun 10 - **4 PM**
- Housing Commission (Rohr): May 18 - **3 PM**
- Maple Lake Preservation and Improvement (Plaszczak): May 7 - **4 p.m.**
- Planning Commission (Martinez): May 7 - **7 PM**
- Wine & Harvest Board (Craddock): May 6 - **6 PM**

XIII. Council Member Comments

XIV. Manager & Departmental Reports

XV. Tabled Items Expected to come back before the Village Council

- Short Term Rentals
- Sidewalk Vendor Regulation

XVI. Adjournment

Notice to Public Attendees

If you would like to speak to the Village Council, please make your statements during the Audience Participation Period. Public comments are limited to **3 minutes** per speaker. Please note that this will not be a question-and-answer exchange. If you would like follow-up, provide your name and phone number/email on the sign-in sheet at the Clerk's table. The appropriate member of the Village Council or Village Staff will contact you.

Minutes

**Minutes, Paw Paw Village Council
Regular Meeting, April 13, 2026**

The Regular Village Council meeting of Monday, April 13, 2026, convened at 7:00p.m. at the Paw Paw District Library, Community Room. President Plaszczyk presiding.

Meeting Convened

Present: President Roman Plaszczyk, Pro Tem Douglas Craddock, Trustees Steve Richardson, Holly Hamilton, Nicolas Martinez, David McQueen and Donne Rohr. Also present: Village Manager Bryan Myrkle, Clerk Karla Tacy, DPS Director Tim Brandys and Police Chief Eric Rottman.

Members Present

Motion by Martinez with support from Richardson to approve the agenda as presented with the removal of Maple Island Scope Change #2 under Action Items. All members present voting yes, motion carried.

Approval of Agenda

Motion by Rohr with support from Hamilton to approve the regular meeting minutes of March 23, 2026. All members present voting yes, motion carried.

Approval of Minutes

Motion by Rohr with support from McQueen to approve claims for Monday, April 13, 2026, in the amount of \$656,484.51. All members present voting yes, motion carried.

Approval of Claims

Mike McCarthy voiced his concern with the responses he received regarding his recent FOIA requests.

Audience Participation

President Plaszczyk announced that the VFW will be increasing the number of Veteran banners this year.

**Council Member
Comments:
Plaszczyk**

Trustee McQueen believes that staff should be cognizant of fuel consumption with the sharp increase in gas prices.

McQueen

Police Chief Rottman presented the department's annual report and discussed the recent awards given to officers and staff for their outstanding efforts.

**Presentation: Police
Chief Rottman Annual
Report**

Motion by Craddock with support from McQueen to approve the proposed Warner Vineyard site plan, subject to conditions as detailed by the Village Planner Tricia Anderson and the Village Council. All members present voting yes, motion carried.

**Action Items:
Warner Vineyards Site
Plan**

Motion by McQueen with support from Martinez to pre-authorize bidding on a dump truck and road roller up to the FY 2026-2027 budgeted amounts, contingent upon Director Brandys' and Manager Myrkle's approval. All members present voting yes, motion carried.

**Dump Truck and
Asphalt Roller
Authorization to Bid**

It was the consensus of Council to have Manager Myrkle discuss purchasing the property from Paw Paw Public Schools that the Village currently leases for wells 6 & 8.

**Potential Well Site
Purchase**

**Minutes, Paw Paw Village Council
Regular Meeting, April 13, 2026**

Motion by Martinez with support from Richardson to accept the terms of the employment contract for Manager Myrkle, valid through April 7, 2029. All members present voting yes, motion carried.

Motion by Rohr with support from Martinez to approve pay request No.7 from Milbocker Construction in the amount of \$236,844.50. All members present voting yes, motion carried.

Motion by Rohr with support from Craddock to approve change order #2 submitted by Barr Engineering/Milbocker and Sons Inc regarding the Briggs Dam Replacement Project, for an increase of \$34,325.00. All members present voting yes, motion carried.

The Parks and Rec Committee discussed the recent update to the Parks & Rec Ordinance and the 5/2 Grand Opening of the Maple Island Bridge.

None.

The Economic & Residential Opportunity Committee will meet April 16th at 4:00pm.

None.

None.

None.

None.

None.

The Planning Commission approved the Warner Vineyard site plan with conditions and the Special Land Use requested for the daycare at 408 N Street.

Cathy DeKoning will be handling website/social media tasks, several hours a week for the Wine & Harvest Board.

Trustee Craddock would like to do a budget review after the first quarter.

Manager Myrkle reports that Paw Paw Schools will be donating the playground equipment currently being utilized at Cedar Street School. The Paw Paw Lions Club is fundraising for playground equipment for Village parks. The Motor pool Supervisor is outfitting one of the retired PD Explorers for staff use.

**Authorize Extension of
Village Manager's
Contract**

**Briggs Dam Pay Request
#7**

**Briggs Dam Pay Change
Order #2**

**Committee Meetings
Parks and Rec**

DDA

**Economic & Residential
Opportunity**

Farmers Market

Fire Board

Historical Commission

Housing Commission

**Maple Lake
Preservation**

Planning Commission

Wine & Harvest

**Council Member
Comments
Craddock**

Manager Comments

**Minutes, Paw Paw Village Council
Regular Meeting, April 13, 2026**

DPS Director Brandys reports that his crew is painting and doing cleanup on Maple Island for the 5/2 Grand Opening Celebration. He will be in discussion with Representative Wendzel, who is working to repeal some of the energy waste reduction requirements from the State.

**Staff Comments
Brandys**

Police Chief Rottman reports he and Corporal Williams will be attending a Domestic Terrorism seminar next week. The new patrol car is being outfitted and will hopefully be on the road soon.

Rottman

Motion by Craddock with support by Martinez to adjourn the meeting. All members present voting yes, motion carried. Meeting adjourned at 9:10pm.

Adjournment

Respectfully submitted:

Karla Tacy
Village Clerk

Roman Plaszczak
Village President

DRAFT

Special Presentations

Village of Paw Paw MICHIGAN

Memorandum

To: Village Council
From: Bryan Myrkle, Village Manager
Re: Special Presentations – April 27
Date: April 24, 2026

Background

There will be two presentations at your Village Council meeting of April 27.

- Emily Hickmott of the Van Buren Conservation District will be present to updated the Council on her agency's recent events and activities.
- Mary Lou Hartwell will make a presentation on the history and importance of the Downtown Development Authority. As Village Council members likely remember, Ms. Hartwell recently stepped down as the Chairperson of the DDA after nearly 30 years of service.

Award Street Paving Bids

Village of Paw Paw MICHIGAN

Memorandum

To: Village Council
From: Bryan Myrkle, Village Manager
Re: Street Paving bid awards
Date: April 24, 2026

Background

Staff has been working with VK Civil to secure additional street paving grant funds from MDOT. To qualify for \$250,000 under MDOT's 'Category B' program, the Village had to submit projects where, after grant funds are applied, there would be \$500,000 worth of eligible paving items remaining as the local share. To meet these requirements, the Village proposed paving portions of Elm St., Cedar St., Willard St., Marcelletti Ave and Davis St.

This proposal was approved by MDOT, and the VK bid the projects on behalf of the Village. The low bidder was Cripps-Fontaine with a contract price of \$849,291.50. The Engineer's estimate was \$910,000, so we consider this a competitive bid.

After reducing the bid price of \$849,291.50 by the \$250,000 granted by MDOT, the remaining is \$599,291.50. After further removing a handful of necessary but ineligible project elements, the eligible portions of the project amount to a little more than \$509,000. This qualifies the Village for the full \$250,000 award.

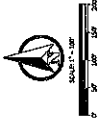
Matt Mueller from VK Civil will be present at the meeting Monday to answer any questions you may have about the project.

Recommendation

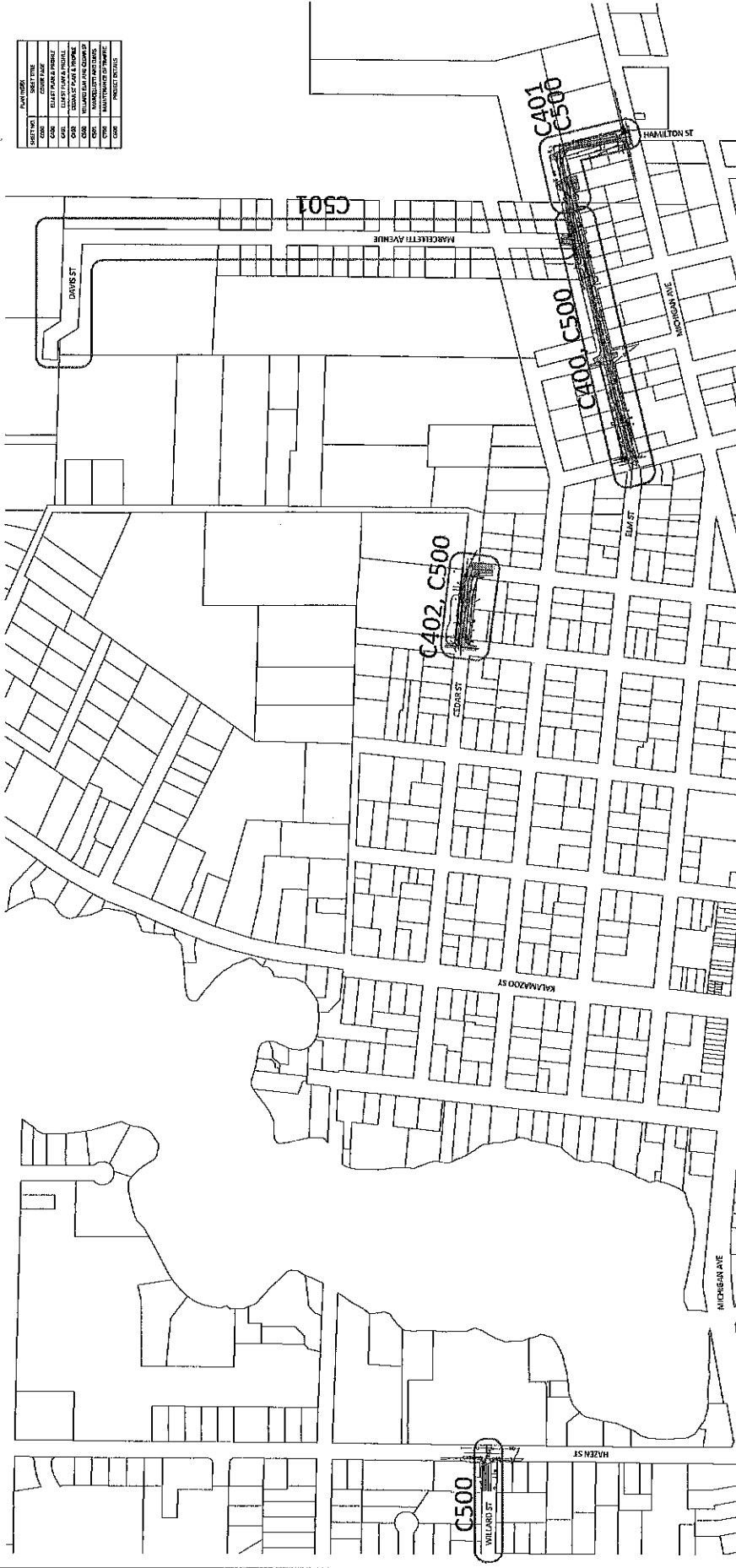
Award street paving bid to Cripps-Fontaine in the amount of \$849,291.50.

VILLAGE OF PAW PAW
VAN BUREN COUNTY, MICHIGAN

CATEGORY B GRANT PROJECT
ELM ST, CEDAR ST, WILLARD ST, MARCELLETTI AVE AND DAVIS ST



SHEET NO.	SHEET TITLE
0001	COUNTY MAP
0002	CONTRACT PLAN
0003	CONTRACT ELEVATION
0004	CONTRACT SECTION
0005	CONTRACT SPECIFICATIONS
0006	CONTRACT NOTES
0007	CONTRACT DETAILS



NO.	DATE	BY	REVISION
1	03/28/2024	DL	ISSUE FOR PERMIT
2	04/10/2024	DL	ISSUE FOR PERMIT
3	04/10/2024	DL	ISSUE FOR PERMIT
4	04/10/2024	DL	ISSUE FOR PERMIT
5	04/10/2024	DL	ISSUE FOR PERMIT
6	04/10/2024	DL	ISSUE FOR PERMIT
7	04/10/2024	DL	ISSUE FOR PERMIT

VILLAGE OF PAW PAW
VAN BUREN COUNTY, MICHIGAN
CATEGORY B GRANT PROJECT
COVER PAGE

VK CIVIL
Vrijesman & Kohnotti
www.vkmi.com

DATE: 03/28/24
PROJECT: VILLAGE OF PAW PAW
DRAWN BY: DL
CHECKED BY: DL
SCALE: AS SHOWN
SHEET NO.: 0007

BID TAB

**CATEGORY B GRANT PROJECT - Willard Street
1487**

**VILLAGE OF PAW PAW
VAN BUREN COUNTY, MICHIGAN
APRIL 23, 2026**

NO	ITEM	ESTIMATED QUANTITY	UNIT	1st Low Bidder: <i>Cripps Fontaine Excavating</i>		2nd Low Bidder: <i>Lounsbury Excavating</i>	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
EARTHWORK ITEMS							
1	Mobilization, Bonds, Permits, & Insurance (5% Maximum)	1	L. SUM	\$3,500.00	\$3,500.00	\$4,911.25	\$4,911.25
2	Traffic Control	1	L. SUM	\$10,000.00	\$10,000.00	\$8,865.00	\$8,865.00
3	SESC Measures	1	L. SUM	\$2,500.00	\$2,500.00	\$4,710.00	\$4,710.00
4	Sidewalk Removal (Participating)	23	SYD	\$20.00	\$460.00	\$15.25	\$350.75
STORMWATER ITEMS							
5	4' DIA Leaching Basin	2	EA	\$4,600.00	\$9,200.00	\$8,200.00	\$16,400.00
6	2' DIA Storm Structure	1	EA	\$2,000.00	\$2,000.00	\$2,855.00	\$2,855.00
7	12" Perforated Pipe Cross Section	28	LF	\$125.00	\$3,500.00	\$134.00	\$3,752.00
8	6" Smooth line Corrugated Plastic Pipe	20	LF	\$38.00	\$760.00	\$46.00	\$920.00
9	Connect to Existing Catch Basin	1	EA	\$1,225.00	\$1,225.00	\$1,210.00	\$1,210.00
ROADWORK AND RESTORATION ITEMS							
10	New establishment of Roadside Ditches including Turf Restoration	880	LF	\$11.50	\$10,120.00	\$29.00	\$25,520.00
11	Sawcut and remove pavement (3" Deep)	164	SYD	\$7.00	\$1,148.00	\$7.00	\$1,148.00
12	Mill Reveal Edge	111	SYD	\$3.75	\$416.25	\$9.25	\$1,026.75
13	Compact Aggregate and Place 1-2" New 21AA as Needed	15	TON	\$73.50	\$1,102.50	\$56.00	\$840.00
14	Furnish and Place 8" Thick Aggregate Base Compacted in Place (CIP) 21AA Gravel	20	TON	\$48.00	\$960.00	\$105.00	\$2,100.00
15	Furnish and Place HMA Pavement 2" MDOT 4EL Leveling Course	20	TON	\$188.00	\$3,760.00	\$174.00	\$3,480.00
16	Overlay, Furnish and Place HMA Pavement 2" MDOT 4EL Top Course	135	TON	\$91.00	\$12,285.00	\$94.75	\$12,791.25
17	MDOT 23A Shoulder Gravel	215	SYD	\$23.00	\$4,945.00	\$22.00	\$4,730.00

BID TAB

**CATEGORY B GRANT PROJECT - Cedar Street
1487**

**VILLAGE OF PAW PAW
VAN BUREN COUNTY, MICHIGAN
APRIL 23, 2026**

NO	ITEM	ESTIMATED QUANTITY	UNIT	1st Low Bidder: <i>Cripps Fontaine Excavating</i>		2nd Low Bidder: <i>Lounsbury Excavating</i>	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
EARTHWORK ITEMS							
1	Mobilization, Bonds, Permits, & Insurance (5% Maximum)	1	L. SUM	\$3,500.00	\$3,500.00	\$5,949.00	\$5,949.00
2	Traffic Control	1	L. SUM	\$10,000.00	\$10,000.00	\$8,951.00	\$8,951.00
3	SESC Measures	1	L. SUM	\$2,100.00	\$2,100.00	\$5,396.00	\$5,396.00
3a	Sidewalk Removal (Participating)	92	SYD	\$6.00	\$552.00	\$15.25	\$1,403.00
SANITARY (Non-Participating)							
4	Sanitary Manhole	1	EA	\$4,150.00	\$4,150.00	\$4,365.00	\$4,365.00
5	8" SDR-35 Sanitary Sewer	153	LF	\$33.50	\$5,125.50	\$144.00	\$22,032.00
ROADWORK AND RESTORATION ITEMS							
6	New establishment of Roadside Ditches including Turf Restoration	507	LF	\$11.00	\$5,577.00	\$29.00	\$14,703.00
7	Mill Reveal Edge	141	SYD	\$3.50	\$493.50	\$9.25	\$1,304.25
8	Sawcut and remove pavement (2" Deep)	506	SYD	\$3.00	\$1,518.00	\$7.00	\$3,542.00
9	Furnish and Place 8" Thick Aggregate Base Compacted in Place (CIP) 21AA Gravel	234	TON	\$41.00	\$9,594.00	\$56.00 *	\$13,104.00
10	Furnish and Place HMA Pavement 2" MDOT 4EL Leveling Course	62	TON	\$176.00	\$10,912.00	\$174.00	\$10,788.00
11	Overlay, Furnish and Place HMA Pavement 2" MDOT 4EL Top Course	127	TON	\$92.00	\$11,684.00	\$94.75	\$12,033.25
12	_Dr Structure Cover, Adj, Case 1, Modified	1	EA	\$750.00	\$750.00	\$462.00	\$462.00
13	MDOT 23A Shoulder Gravel	150	SYD	\$15.00	\$2,250.00	\$22.00	\$3,300.00
14	Furnish and Place 6" Concrete Sidewalk (Participating)	375	SF	\$10.50	\$3,937.50	\$14.50	\$5,437.50
15	Furnish and Place 4" Concrete Sidewalk (Participating)	450	SF	\$9.25	\$4,162.50	\$13.00	\$5,850.00
				CEDAR ST TOTAL COST:	<u>\$76,306.00</u>	*	<u>\$118,620.00</u>

*DENOTES MATH CORRECTION IN BID

BID TAB

**CATEGORY B GRANT PROJECT - Elm Street & Hamilton Street
1487**

**VILLAGE OF PAW PAW
VAN BUREN COUNTY, MICHIGAN
APRIL 23, 2026**

NO	ITEM	ESTIMATED QUANTITY	UNIT	1st Low Bidder: <i>Cripps Fontaine Excavating</i>		2nd Low Bidder: <i>Lounsbury Excavating</i>	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
EARTHWORK ITEMS							
1	Mobilization, Bonds, Permits, & Insurance (5% Maximum)	1	L. SUM	\$14,000.00	\$14,000.00	\$29,999.25	\$29,999.25
2	Traffic Control	1	L. SUM	\$19,000.00	\$19,000.00	\$19,950.00	\$19,950.00
3	SESC Measures	1	L. SUM	\$18,000.00	\$18,000.00	\$6,500.00	\$6,500.00
4	Sidewalk Removal (Participating)	218	SYD	\$12.00	\$2,616.00	\$15.25	\$3,324.50
STORM SEWER IMPROVEMENT ITEMS							
5	4' Dia Leaching Basin	1	EA	\$3,000.00	\$3,000.00	\$4,590.00	\$4,590.00
6	2' Dia Storm Structure	1	EA	\$1,700.00	\$1,700.00	\$3,900.00	\$3,900.00
7	4' Dia Doghouse Manhole	2	EA	\$3,750.00	\$7,500.00	\$6,420.00	\$12,840.00
8	Connect to Existing Leaching Basin	2	EA	\$1,000.00	\$2,000.00	\$2,260.00	\$4,520.00
9	12" Concrete Class V Pipe	65	LF	\$77.50	\$5,037.50	\$72.00	\$4,680.00
9a	Abandon Existing Leaching Basin in Place	2	EA	\$500.00	\$1,000.00	\$550.00	\$1,100.00
WATERMAIN (Non-Participating)							
10	Furnish and Place 8" Watermain, CL 53 DIP incl. sand backfill	1,681	LF	\$96.00	\$161,376.00	\$101.00	\$169,781.00
11	Furnish and Place Hydrant Assembly (to include all appurtenances, incidental materials and labor) Including Tee, Valve and 90° bend	2	EA	\$9,500.00	\$19,000.00	\$7,160.00	\$14,320.00
12	Furnish and Place 8" Gate Valve and Box	3	EA	\$2,600.00	\$7,800.00	\$2,970.00	\$8,910.00
13	Furnish and Place 12"x8" Tapping Sleeve and V:	1	EA	\$8,800.00	\$8,800.00	\$13,250.00	\$13,250.00
14	Furnish and Place 8"x8" Tapping Sleeve and Val	1	EA	\$8,600.00	\$8,600.00	\$12,660.00	\$12,660.00
15	Furnish and Place 8" Sleeve	2	EA	\$650.00	\$1,300.00	\$817.00	\$1,634.00
16	Furnish and Place 6" Sleeve	1	EA	\$1,100.00	\$1,100.00	\$698.00	\$698.00

NO	ITEM	ESTIMATED QUANTITY	UNIT	1st Low Bidder: <i>Cripps Fontaine Excavating</i>		2nd Low Bidder: <i>Lounsbury Excavating</i>	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
40	_Dr Structure Cover, Adj, Case 1, Modified	7	EA	<u>\$750.00</u>	<u>\$5,250.00</u>	<u>\$462.00</u>	<u>\$3,234.00</u>
41	MDOT 23A Shoulder Gravel	597	SYD	<u>\$19.00</u>	<u>\$11,343.00</u>	<u>\$22.00</u>	<u>\$13,134.00</u>
42	Turf Restoration	2045	SYD	<u>\$9.50</u>	<u>\$19,427.50</u>	<u>\$10.00</u>	<u>\$20,450.00</u>
43	Furnish and Place 6" Concrete Sidewalk (Participating)	36	SF	<u>\$9.00</u>	<u>\$324.00</u>	<u>\$14.50</u>	<u>\$522.00</u>
43a	Furnish and Place 4" Concrete Sidewalk (Participating)	1925	SF	<u>\$8.00</u>	<u>\$15,400.00</u>	<u>\$13.00</u>	<u>\$25,025.00</u>
44	Crosswalk Striping , 12" white bars	1	L.SUM	<u>\$165.00</u>	<u>\$165.00</u>	<u>\$6,000.00</u>	<u>\$6,000.00</u>
45	Curb Removal (Participating)	10	LF	<u>\$36.00</u>	<u>\$360.00</u>	<u>\$35.00</u>	<u>\$350.00</u>
46	Furnish and Place Concrete Curb (Participating)	10	LF	<u>\$65.00</u>	<u>\$650.00</u>	<u>\$66.00</u>	<u>\$660.00</u>
47	Furnish and Place ADA Plate	1	EA	<u>\$800.00</u>	<u>\$800.00</u>	<u>\$925.00</u>	<u>\$925.00</u>
ELM ST & HAMILTON ST TOTAL COST:					<u>\$541,302.25</u>		<u>\$601,919.00</u>
*DENOTES MATH CORRECTION IN BID					TOTAL PROJECT COST:		* <u>\$1,027,411.00</u>

Village of Paw Paw MICHIGAN

Memorandum

To: Village Council
From: Bryan Myrkle, Village Manager
Re: Fishbeck proposal – DPS Facility
Date: April 24, 2026

Background

Village staff has been working with engineers from Fishbeck to satisfy EGLE's interest in a diesel fuel leak from an underground tank at the DPW facility that dates back to 1991. EGLE's primary concern is the spill's proximity to the Paw Paw River.

Based on two previous rounds of testing, it appears that residual material from that leak has not migrated, but is not breaking down or dissipating any further. To avoid an expensive and potentially costly cycle of testing and retesting, Fishbeck is recommending that we take a different approach.

They recommend asking EGLE for permission to establish a GSI Mixing Zone, which is a documented area where ground water interacts with surface water (the river) in an area of known contamination, but also where that contamination is known to be diluted to an extent where pollution is not a concern. Furthermore, Fishbeck would prepare a restrictive covenant prohibiting the Village and any future owners of the property from using any water at the site for drinking water.

Based on our meetings with EGLE, we anticipate that if we take these steps, they will consider accepting a site closure proposal from us.

Recommendation

Accept proposal from Fishbeck.

Accept Fishbeck Proposal

April 1, 2026

Tim Brandys
Department of Public Services
Village of Paw Paw
110 Harry L. Bush Boulevard
Paw Paw, MI 49079

**Proposal for Professional Services
Preparation of GSI Mixing Zone Application and Groundwater Use Restriction
Village of Paw Paw, Department of Public Works (Facility ID 00014783)
110 Harry L. Bush Boulevard, Paw Paw, Michigan**

Fishbeck is pleased to provide the Village of Paw Paw (Village) with this proposal to prepare a Groundwater/Surface Water Interface (GSI) Mixing Zone application and a Restrictive Covenant (RC) related to a historical petroleum release from a leaking underground storage tank located on the Department of Public Services Garage property, located at 110 Harry L. Bush Boulevard, Paw Paw, Michigan (Site).

On February 18, 2026, Fishbeck and the Village met with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Remediation and Redevelopment Division (RRD) to discuss a revised Corrective Action Plan (CAP) for the Site, with the intention of pursuing site closure. Revisions to the CAP include the utilization of GSI Mixing Zone site-specific screening levels to evaluate the Surface Water Protection Pathway and the implementation of a groundwater use restriction on the Site.

Scope of Services

The following scope of services represents the final steps necessary to achieve site closure.

Task 1: Revised Corrective Action Plan

A CAP was previously submitted to EGLE on February 3, 1999. The CAP includes the following activities:

1. The operation of a groundwater treatment system utilizing granular activated carbon. The treatment system operation includes collection of influent and effluent samples on a monthly basis. The treatment system was last operated in late 2003.
2. Implementation of a groundwater monitoring program that includes annual sampling of select wells and semiannual sampling of all remaining wells. The monitoring program was implemented until mid-2008.
3. Collection of surface water samples from five designated locations along the East Branch of the Paw Paw River. It is unclear if surface water samples were collected following submittal of the CAP.

In order to bring the Site back into compliance with a plan that better aligns with present-day exposure risk management, a revised CAP will be prepared and submitted to EGLE. Activities to be outlined in the revised CAP will include preparation and submittal of a GSI Mixing Zone application and an RC that restricts land use for the Site. Additional information related to each activity is further described below in Tasks 2 and 3, respectively.

Task 2: GSI Mixing Zone Application

It is anticipated that Surface Water Protection risk-based screening level (RBSL) exceedances of 2-methylnaphthalene at monitoring well MW-4, located directly adjacent to the East Branch of the Paw Paw River, can be managed from an exposure risk perspective with the application of a mixing zone-based screening level. In order to complete the mixing zone application, site-specific aquifer characteristics must be incorporated into the application.

Fishbeck will collect a round of static water level measurements for the existing well network, to verify groundwater flow direction and velocity. At five monitoring wells (MW-3, MW-4, MW-5, MW-6, and MW-10) located along the river, slug testing will be completed to calculate hydraulic conductivity for the shallow aquifer beneath the Site.

Fishbeck will prepare a mixing zone application and submit it to EGLE for review. The application will include hydraulic conductivity values, current and historical groundwater analytical data, and water table elevations. EGLE will calculate and provide GSI mixing zone-based screening levels. Fishbeck will compare the mixing zone-based screening levels to groundwater analytical results for the purpose of assessing exposure risk via the Surface Water Protection pathway.

Task 3: Restrictive Covenant

Groundwater contamination remains beneath the Site in excess of Tier 1 RBSLs for Groundwater Protection. In order to mitigate the risks associated with contaminated groundwater, Fishbeck will prepare an RC that will restrict groundwater use for the purposes of drinking water. The RC will be recorded with the Van Buren County Register of Deeds. A notice of the recorded RC will be provided to the Village of Paw Paw and the Van Buren County Health Department.

Following the completion of Tasks 1 through 3, Fishbeck anticipates that it will be appropriate to prepare and submit a Closure Report, based on the aforementioned meeting with EGLE. Costs to prepare a Closure Report for the Site were approved on March 25, 2025.

Estimated Fees

The following estimated fees are to be considered as approximations to be used for general budgetary purposes only.

Additional services and fees not presented herein may be necessary to achieve closure. Those services and associated fees will be presented at the appropriate time and will not be implemented without written approval of the Client.

Task 1: Revised Corrective Action Plan

Labor (preparation of revised CAP)	\$ 1,100
Task 1 Subtotal	\$ 1,100

Task 2: GSI Mixing Zone Application

Labor (completion of slug testing, data evaluation, and application preparation).....	\$ 14,500
Equipment and Expenses (mileage, data loggers, field meters, field supplies – 1 day).	\$ 200
Task 2 Subtotal	\$ 14,700

Task 3: Restrictive Covenant

Labor (preparation and recording of RC)	\$ 2,300
Expenses (document recording fee)	\$ 30
Survey.....	\$ 5,100
Task 3 Subtotal.....	\$ 7,430
Total Estimated Cost	\$ 23,230

Completion Schedule

Fishbeck will initiate the scope of services within 30 days of authorization to proceed.

Limitations

The proposed *Scope of Services* and *Estimated Fees* were prepared based on data currently available to Fishbeck for the project. This proposal is valid for 30 days. After that date, Fishbeck may review the proposal to allow for changing costs and adjust starting and completion dates to conform to our workload.

The actual scope and fees of the project may be affected by unknown factors, such as unforeseen site conditions. It is understood and agreed that any services that may be provided beyond that presented herein will be billed on a time-and-materials basis at Fishbeck’s current billing rates. Fishbeck will inform and obtain approval from the Client regarding any changes in the scope and associated fees prior to implementation.

Authorization

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed agreement to Kayla Rooney (krooney@fishbeck.com) and to Therese Cotter (tcotter@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted monthly, and payment is due upon receipt.

If you have any questions or require additional information, please contact me at 269.544.6968 or krooney@fishbeck.com.

Sincerely,



Kayla Rooney
Geologist

Attachments
By email

Professional Services Agreement

PROJECT NAME: GSI Mixing Zone Application and Groundwater Use Restriction
PROJECT LOCATION: Paw Paw, Michigan
FISHBECK CONTACT: Kayla Rooney
CLIENT CONTACT: Tim Brandys
CLIENT: Village of Paw Paw
110 Harry L. Bush Boulevard
Paw Paw, MI 49079

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: Preparation of GSI Mixing Zone Application and Groundwater Use Restriction in accordance with the attached Fishbeck proposal letter dated April 1, 2026.

AGREEMENT. The Agreement consists of this page and the documents that are checked:

- Terms and Conditions for Professional Services
- Proposal Dated: April 1, 2026
- Other:

METHOD OF COMPENSATION:

- Lump Sum for Defined Scope of Services
- Hourly Billing Rates Plus Reimbursable Expenses with an Administrative Fee of 15%
- Other:

Budget for Above Scope of Services: Twenty-Three Thousand Two Hundred Thirty Dollars (\$23,230)

ADDITIONAL PROVISIONS (IF ANY): None

APPROVED FOR:
Village of Paw Paw

SIGNATURE: _____
NAME: _____
TITLE: _____
DATE: _____

ACCEPTED FOR:
Fishbeck

SIGNATURE: Peter Lepczyk
NAME: Peter A. Lepczyk, CPG
TITLE: Vice President
DATE: April 1, 2026

1. **METHOD OF AUTHORIZATION.** Client may authorize Fishbeck to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method of authorization, these Terms and Conditions shall prevail as the basis of Client's Agreement with Fishbeck. Any Client document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** Client shall provide all requirements, criteria, data, and information for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Client shall reimburse Fishbeck for costs incurred on or directly for Client's Project. Reimbursements shall be at Fishbeck's current rate for mileage for vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus the administrative fee.
5. **OPINIONS OF COST.** Any opinions or estimates provided by Fishbeck as to probable construction costs or total project costs will be based on Fishbeck's experience, judgment, qualifications, and general familiarity with the construction industry. Because Fishbeck has no control over market conditions or bidding procedures, Fishbeck does not warrant that actual bids, construction costs, or total project costs will not vary from Fishbeck's opinions or estimates.
6. **PROFESSIONAL STANDARDS.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of the subject professional discipline practicing under similar circumstances at the same time and in the same locality. Fishbeck may use or rely upon design elements and information customarily provided by others. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. **TERMINATION.** Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a reasonable termination charge for services and costs attributable to termination and costs necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
8. **SUBCONTRACTORS.** Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. **PAYMENT TO FISHBECK.** Invoices will be issued monthly, and will be due and payable upon receipt, unless otherwise agreed. Amounts not paid within 28 days from date of invoice shall accrue interest at a rate of 1 percent per 4-week period. Payments made thereafter will be applied first to accrued interest, and then to unpaid principal. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.

If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

10. **HAZARDOUS WASTE.** Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, Fishbeck’s total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

To the fullest extent permitted by law, Fishbeck’s total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck’s insurers in settlement or satisfaction of Client’s claims under the terms and conditions of Fishbeck’s insurance policies applicable thereto.

Higher limits of liability may be considered upon Client’s written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** Client shall cause Fishbeck and Fishbeck’s consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers' compensation insurance for Client’s employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.

Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck’s consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

14. **INDEMNIFICATION.** Fishbeck will indemnify and hold Client harmless from any third party claim, damage, or liability for injury or loss sustained by any third party, for which Client is legally obligated to pay, to the extent caused by Fishbeck’s negligence. Client will defend, indemnify, and hold Fishbeck harmless from any claim, damage, liability, or defense cost arising from this Agreement for injury or loss sustained by any third party except to the extent caused by the negligence of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** To the fullest extent permitted by law, Client and Fishbeck waive special, incidental, indirect, and consequential damages for claims arising out of, resulting from, or in any way relating to this Agreement or the Project, including, but not limited to, loss of business, use, income, profit, financing, productivity, and reputation.
16. **LEGAL EXPENSES.** If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney’s fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck’s reasonable collection expenses including attorney’s fees.

17. OWNERSHIP OF WORK PRODUCT. Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client's risk and full legal responsibility, without liability to Fishbeck, and Client shall defend, indemnify, and hold Fishbeck harmless from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. ELECTRONIC MEDIA. Data, reports, drawings, specifications, and other material and deliverables will be transmitted to Client in either hard copy, digital, or both formats. If a discrepancy or conflict with the transmitted version occurs, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. GENERAL CONSIDERATIONS. Client and Fishbeck each are hereby bound, and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Fishbeck may assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed exclusively by the laws of the State of Michigan, and any action arising out of or in connection with Agreement shall occur in the state or federal courts located in Grand Rapids, Michigan.

This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services