

**CONTRACT
MATERIALS AND SUPPLIES REQUIREMENTS
CITY OF HOLYOKE, GAS & ELECTRIC DEPARTMENT**

THIS AGREEMENT made this **8th** day of **December 2021**, by and between

**Stella-Jones Corporation
1640 Marc Avenue
Tacoma, WA 98421-2939**

hereinafter called the Supplier, and City of Holyoke Gas & Electric Department, a municipal corporation duly established which owns and operates its own Municipal Gas and Electric Plants, hereinafter called the Department.

WITNESSETH, that the Department and Supplier, in consideration of one dollar and other valuable considerations and covenants, and agreements herein contained, agree as follows:

1. THE SUPPLIER agrees to deliver all of the Department's and participating Northeast Public Power Association (NEPPA) member utilities' requirements of the following materials during the period hereinafter set forth:

**various sizes and quantities of DCOI treated wood poles
Secondary Award - CCA w/Climbing Additive (CA) treated wood poles
(Should potential supply chain issues arise).**

in strict accordance with the Department's *Wood Poles Annual Contract Invitation for Bid dated October 2021 and HG&E Addendum No. 1 dated October 20, 2021* attached hereto and made a part hereof by reference.

Supplier specifically acknowledges that the materials are being sold subject to all implied warranties and warranties imposed by law, including, but not limited to, merchantability and fitness for a particular purpose.

2. THE TIME of delivery of the said materials to be as needed during the period beginning with the **1st day of January 2022** and ending with the **31st day of December 2023** with an option to extend the contract for up to one (1) additional year (through December 31, 2024). The option to extend the contract is at the sole discretion of the Department.

3. THE MANNER AND PLACE of delivery of the said materials shall be **in accordance with the Department and participating NEPPA member utilities' specific delivery requirements as stipulated in the Wood Poles Annual Contract Invitation for Bid dated October 2021.**

4. THE DEPARTMENT and participating NEPPA member utilities agree to pay to the Supplier in full consideration for the materials rendered as aforesaid, the prices as quoted in Supplier's proposal dated **November 19, 2021**. The Department Payment Terms are as set forth in the Payment Terms section of the Wood Poles Annual Contract Invitation for Bid attached hereto and made a part hereof by reference. Member Utilities' payment terms shall be provided to Supplier upon placement of any order.

5. ASSIGN, SUBLET OR TRANSFER This contract or the right to receive payment thereunder shall not be assigned, sublet or transferred, in any way, in whole or in part except with the written consent of the Department.

6. FAILURE TO PERFORM If the Supplier shall commence a voluntary case or similar proceeding under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or shall consent to the entry of any order for relief in an involuntary case or similar proceeding under any such law, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) or Supplier of for any substantial part of its property, or shall make any general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any action in furtherance of any of the foregoing, or if the Supplier at any time should refuse or neglect or fail to supply the materials as stipulated above, or fail in the performance of any of the terms of this contract, the Department may terminate this contract by a three-day written notice to the Supplier to deliver the said materials.

If the Supplier should at any time fail or be unable to deliver the materials stipulated above, for any cause whatsoever, the Department may, without terminating this contract, obtain such materials from any other source until such time as the Supplier is again able and willing to deliver the materials stipulated above, and the amount of such materials so obtained from another source may, at the election of the Department, be deducted from the balance of the materials to be delivered under this contract.

In the event that this contract is terminated as herein provided, or in the event that the Department obtains materials from another source without terminating the contract as herein provided, the Supplier shall pay to the Department the excess of the price paid for such materials over and above the contract price herein provided, together with all expenses incurred by the Department as a result of the Supplier's failure to perform or deliver.

7. TIME OF THE ESSENCE In all matters and cases concerning the performance of this contract, time shall be considered to be of the essence.

8. WAIVER Any waiver by the Department of any violation or omission of any particular item of this contract or of the specifications attached hereto and made a part hereof, shall be considered, always, only as a waiver of the particular violation or omission and shall not at any time be considered or construed as a waiver of any term or condition of this contract or of the requirements of the specifications.

9. TESTS AND INSPECTION The Department shall have the right to subject all materials to such inspection or tests as the Department deems reasonable or necessary, and to reject any and all materials, which do not conform to the specifications attached hereto.

All materials shall remain the property of the Supplier until delivered by the Supplier and accepted by the Department. Strict performance of the terms of this contract is expressly provided for, and substantial performance of the terms of the contract in good faith and without willful failure shall not be deemed sufficient performance. Strict performance shall be deemed the essence of the contract and shall be deemed expressly contracted for by the parties.

10. INTERPRETATION This contract shall be interpreted and construed in accordance with the laws of the Commonwealth of Massachusetts.

11. STATUTES OR ORDINANCES Wherever applicable, the Supplier shall conform to and comply with all provisions of the United States Code and the General Laws of Massachusetts, including, but not limited to, Chapters 7, 30, 62C, 111F and 149 of the General Laws of Massachusetts, including all applicable Federal and State Regulations, and with all applicable provisions of any other statute or ordinance. All such statutes, regulations or ordinances, including the said Chapters 7, 30, 62C 111F and 149, shall be deemed to be a part of this contract.

12. MSDS FORMS Materials or supplies delivered under this contract must be accompanied by any necessary form relating to toxic or hazardous substances including, but not limited to, Material Safety Data Sheets required by the United States Code or the General Laws of Massachusetts. For guidance, the Supplier will use the Massachusetts Substance List (MSL) described in Chapter 111F of the General Laws of Massachusetts and 105 CMR 670.

13. MASSACHUSETTS TAX LAWS The Supplier certifies that it has complied with all Federal and Massachusetts Tax Laws, including, but not limited to, Section 49A of Chapter 62C of the General Laws of Massachusetts.

14. INDEMNIFICATION Supplier indemnifies, holds harmless and defends with Department counsel, Department and its agents and employees from any and all claims, damages, losses and expenses, including without limitation attorneys and expert fees, arising directly or indirectly out of or resulting from performance of this contract.

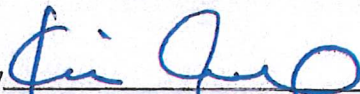
15. INSURANCE The Supplier shall, at all times, shall provide protection to the Department by adequate insurance against all claims for injuries and damage to persons or property which may occur upon the premises during the progress of the work. Supplier shall, before the start of the contract, provide by insurance for the payment of compensation and the furnishing of benefits under General Laws, Chapter 152, to all persons to be employed under the contract and Supplier shall continue such insurance in full force and effect during the term of the contract and waiving subrogation in favor of the Department. Supplier shall furnish sufficient proof of compliance with this requirement in the form of a certificate of insurance naming the Department as an 'Additional Insured' before this contract shall be in effect. No cancellation of such insurance whether by the insurer or by the insured shall be valid unless written notice thereof is given by the party proposing cancellation to the other party, and to the Department at least 30 days prior to the intended effective date thereof, which date shall be expressed in said notice. Failure to provide and continue in force such insurance shall be deemed a material breach of contract and shall operate as an immediate termination thereof. Any notice of cancellation shall comply with the requirements of General Laws, Chapter 149, Sec. 34A.

IN WITNESS WHEREOF, has signed this instrument, and the City of Holyoke Gas & Electric Department has caused the signature of its Manager, James M. Lavelle, to be hereto affixed for the Municipal Gas & Electric Commission.

IN PRESENCE OF:

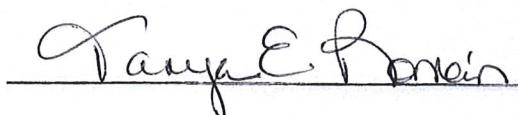

Phil Agnelli, Contract Manager

**SUPPLIER
STELLA-JONES CORPORATION**

By 
Kevin Comerford, Vice President, Utility Pole
and US Residential Lumber Sales

Date:

**CITY OF HOLYOKE
GAS AND ELECTRIC DEPARTMENT**



By 
James M. Lavelle, Manager

Date: 12/17/21

Wood Poles Annual Contract

BID FORM - FROM: _____ Stella-Jones Corporation

Mr. James M. Lavelle, Manager
 Holyoke Gas & Electric
 99 Suffolk Street
 Holyoke, MA 01040

Dear Mr. Lavelle:

Pricing is hereby submitted for the 2022 Wood Poles Annual Contract in accordance with the Invitation for Bid and Bidding Documents dated October 2021, for Holyoke Gas & Electric and NEPPA Member Utilities. The undersigned Bidder proposes and agrees, if this Bid is accepted, to furnish the poles in full accordance with the Bidding Documents for the prices and within the times indicated in this Bid.

**Raw material cost of pole ONLY, not including freight, ** Freight cost ONLY (this is not a surcharge but, actual freight costs per shipment)*

Southern Yellow Pine – DCOI Treated Poles with Framing*			
		BASE PRICE	Pole Weight
A	30' Class 5	\$ 181.43	580 lbs.
B	35' Class 4	\$ 267.45	855 lbs.
C	40' Class 2	\$ 469.25	1,410 lbs.
D	40' Class 3	\$ 407.68	1,225 lbs.
E	45' Class 1	\$ 693.26	1,965 lbs.
F	45' Class 2	\$ 600.85	1,705 lbs.
G	45' Class 3	\$ 486.46	1,475 lbs.
H	50' Class 2	\$ 666.20	2,020 lbs.
I	50' Class 1	\$ 822.03	2,330 lbs.
Delivery Time:		7-10 Days ARO**	

** If awarded the contract, it will take approximately 8 weeks to have popular size poles manufactured and shipped to our Finish Good Yards. Deliveries are then scheduled 7-10 Days ARO.

Southern Yellow Pine – CCA-CA Treated Poles with Framing*			
		BASE PRICE	Pole Weight
A	30' Class 5	\$ 170.99	627 lbs.
B	35' Class 4	\$ 252.06	924 lbs.
C	40' Class 2	\$ 443.87	1,523 lbs.
D	40' Class 3	\$ 385.63	1,323 lbs.
E	45' Class 1	657.89	2,123 lbs.
F	45' Class 2	\$ 570.84	1,841 lbs.
G	45' Class 3	\$ 464.33	1,593 lbs.
H	50' Class 2	\$ 653.90	2,182 lbs.
I	50' Class 1	\$ 780.09	2,517 lbs.
Delivery Time:		7-10 Days ARO**	

* If awarded the contract, it will take approximately 8 weeks to have popular size poles manufactured and shipped to our Finish Good Yards. Deliveries are then scheduled days ARO.

NOTE: Refer to attached zone map of New England where all zones are 50 miles in width.

Minimum Shipment 37,000 lbs.

Cost for on-site staked delivery \$140.00/hr or any part thereof.

Freight Cost per Shipment Per Zone **	
Zone 1	\$650.00
Zone 2	\$755.00
Zone 3	\$1,260.00
Zone 4	\$1,050.00
Zone 5	\$1,920.00
Zone 6	\$2,700.00
Zone 7	\$2,700.00

Independent Inspection Cost per Pole	
Pole Size	COST
25'	\$4.50
30'	\$4.50
35'	\$4.50
40'	\$5.00
45'	\$5.00
50'	\$6.00
55'	\$6.00
60'	\$6.00

State here the name of the Independent Inspection Party if this is not A. W. Williams Inspection Co.

Fuel Price Adjustments – IF prices above are NOT firm.

Fuel Price Adjustments if any, shall be based on the U.S. Average weekly retail-on-highway diesel prices as found at the web site www.eia.doe.gov for the gasoline & diesel fuel update. The current web address is <https://www.eia.gov/petroleum/gasdiesel/>

The base price of freight cost per shipment per zone shall increase or decrease over the term of the contract based on changes in these indices. *(If the change in base index is left blank, it is understood that prices are firm over the contract period and cannot be changed until the contract term has expired).*

Fuel Base Index: **\$3.182** **Date of Index:** **10/11/21**

(This is the basis for freight cost included on the pricing provided above)

Change in Freight Cost below based on a +/- TBD - See below Change in Base Index

(For example, if a \$0.02 change was stated above and the factor at Zone 2 was \$15 for every \$0.02 change in the fuel base index, then if the new weekly index on 1/2/2022 was 3.21 a \$45 additional charge to Zone 2's freight cost would result for all orders delivered that week until the new weekly index comes out for 1/9/2022. Similarly, if the new weekly index is 3.14, then a credit of \$60 to freight cost would result).

State how much freight cost will change for any change in Base Index:

(For example, if the freight cost per shipment for Zone 2 is \$800 and for every \$0.02 change in the Base Index, the freight cost per shipment changes by \$25, then \$25 should be written in the space provided for Zone 2).

ZONE 1 TBD - See below

ZONE 2 TBD - See below

ZONE 3 TBD - See below

ZONE 4 TBD - See below

ZONE 5 TBD - See below

ZONE 6 TBD - See below

ZONE 7 TBD - See below

Other remarks / conditions on the Fuel Price Adjustment:

Prices are firm for one year, except where oil cost increase by +/- 20% or more. Under such circumstances, Stella-Jones reserves the right to present HG&E and NEPPA members with adjusted prices accordingly. Prices will be reviewed annually against all cost component changes annually thereafter.

Delivery

In accordance with the Invitation for Bid, Bidder is to confirm, by initialing, that Bidder will begin delivery on **January 1, 2022:** TBD - See below

If Bidder cannot meet the Delivery Schedule stated in this Invitation for Bid, indicate by what date deliveries can begin: See below

State how much notice is required to setup: From time of award it will take approximately 8 weeks for DCOI and 12 weeks for CCA-ET setup with inventory established in our finished goods yards. The additional time required for CCA-ET treated poles is due to a 30-day hold we will put on these pole after treatment (please see our exception to the POLE MOISTURE CONTENT specification attached).

Time of Delivery and Addenda

Bidder agrees that the materials will be furnished and ready for final payment in accordance with the Invitation for Bid on or before the dates or within the number of calendar days indicated in the Invitation for Bid. Pursuant to your Invitation for Bid dated October, 2021 for the material described therein of which this Bid Form is part, the undersigned Bidder hereby certifies and represents that it has examined and thoroughly understands the Bidding Documents including the following:

Addenda No.	Date
Addendum No. 1	October 20,2021

Bid Documents

The undersigned Bidder, having made such examinations and reached such understandings:

- a. Accepts the obligation of a Bidder incurred by submitting this Bid.
- b. Agrees to the rights reserved to HG&E set forth in the Invitation for Bid.
- c. Proposes to execute the Contract and/or accept a Purchase Order as set forth in the Invitation for Bid, of which this Bid Form is a part.
- d. Warrants that the bid submitted is in accordance with the following Provisions as marked:

(1) the material or equipment offered, if any, is in accordance with the requirements of the Invitation for Bid, notwithstanding any variation between descriptive material furnished and the requirements of the Invitation for Bid. ☐

(2) the material or equipment offered, if any, deviates from the requirements of the Invitation for Bid, as listed on the specifications on the following form under the heading "EXCEPTIONS." Exceptions shall be noted in the spaces provided of this Bid Form. If additional space is needed or space is not provided, Bidders must use their company letterhead and attach it to the Bid Form. The attachment shall become part of the Bid Form ☒

If the Bidder fails to check one of the foregoing Provisions, the bid will be considered on the basis of Provision (1) and the Bidder agrees to contract in accordance with that Provision.

If the Bidder checks (2) above, the Bidder recognizes that HG&E reserves the right to reject its bid on the basis of any exceptions listed. Exceptions may deem a bidder non-responsive. HG&E may, at its own discretion, reject any bid in whole or in part on the basis of exceptions taken.

Exceptions *(if applicable)* Exceptions will be considered in the award of the contract *(attach separate sheet if necessary)*.

Pole Moisture Contact (See attached)

Experience and Qualifications

The following statements of experience, personnel, equipment and general qualifications of the Bidder are submitted as a part of the Bid and the Bidder represents and guarantees the truthfulness and accuracy thereof:

1. Our organization has been in business continuously from _____ 16+ _____.
2. Our organization has had experience in manufacturing equipment comparable to that required under the proposed Invitation to Bid, a prime manufacturer, for 16+ years, as a component manufacturer for ____ years or as an equipment supplier for ____ years.

Bidder's Acknowledgements

Bidder accepts all of the terms and conditions of the Bidding Documents, including without limitation, those dealing with the disposition of Bid Deposit (if applicable). The Bid will remain subject to acceptance for sixty (60) days after the bid opening, or for such longer period of time that Bidder may agree to in writing upon request of HG&E.

Bidder's Certifications

Bidder certifies that, under the penalties of perjury, to the best of Bidder's knowledge and belief, that Bidder has filed all State tax returns and paid all State taxes required by law. Bidder certifies that Bidder is in compliance with all laws of the Commonwealth of Massachusetts relating to taxes and reporting of employees and Contractors, and withholding and remitting child support.

Approval of a contract or other agreement will not be granted unless this Certificate is completed and signed by the Bidder. This request is made under MGL c.62C s.49A, which provides, among other matters, that "no contract or other agreement for the purpose of providing goods, services or real estate to any of the foregoing agencies shall be entered into, renewed or extended with any person unless such person certifies in writing, under the penalties of perjury, that he/she has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support".

If a Foreign Corporation (Supplier that is incorporated outside the State of Massachusetts), Bidder certifies Bidder will file with bid submittal to HG&E a certificate of the State Secretary stating that Bidder's corporation has complied with requirements of Section 15.03 of subdivision A of Part 15 of Chapter 156D and further has filed all annual reports required by Sections 16.22 of subdivision B of Part 16 of said Chapter 156D and the date of such compliance.

This request is made under the authority of the Massachusetts General Laws, Chapter 30 Section 39L.

Bidder certifies that Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder certifies that Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:

- "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
- "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of the HG&E, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive HG&E of the benefits of free and open competition;
- "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of HG&E, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

- "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Attachments to this Bid:

The following documents are attached to and made a condition of this Bid:

- Completed and signed Supplier Information Form.
- Certificate of Corporate Vote (*naming the individual signing the bid an authorized signatory of the company, also referred to as 'Certified Copy of Resolution of Board of Directors'*).
- If Foreign Corporation, State of MA Foreign Corporation Certificate.
- Statement of the Bidders' ability to maintain an adequate stock for prompt truck delivery.

Bid Submittal

The Bid is submitted by:

Stella-Jones Corporation
(Print Name of Firm Submitting this Bid)

Date November 19, 2021

Phil Agnelli
(Print Name of person Submitting this Bid)

Phone#: 800-426-8430

1640 Marc Avenue
(Business Address)

Email: PAgnelli@stella-jones.com

Tacoma, WA 98421-2939
(City, State, and zip code)

SS# or Federal ID #: 20-3529371

If BIDDER is:

An Individual

By _____
(Firm's Name)

Doing Business as _____

License or Registration Number: _____

Business Address: _____

Phone #: _____ Fax# _____

A Partnership

By _____
(Firm's Name)

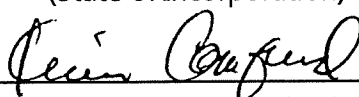
License or Registration Number: _____

Business Address _____

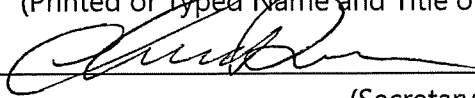
Phone # _____ Fax: _____

A Corporation

By _____ Stella-Jones Corporation
(Corporation's Name)
_____ Delaware
(State of Incorporation)

By _____ 
(Signature of Officer Authorized to Sign)

_____ Kevin Comerford, Vice-President, Utility Pole and US Residential Lumber Sales
(Printed or Typed Name and Title of Officer Authorized to Sign)

Attest _____ 
(Secretary)

License or Registration Number: _____ 603-109-994

Business Address: _____ 1640 Marc Avenue, Tacoma, WA 98421-2939

Phone # _____ 800-426-8430 Fax: _____ 253-382-3000

A Joint Venture

By _____
(Printed or Typed Name)

(Address)

Phone # _____ Fax: _____

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

End of Section



November 19, 2021

Stella-Jones Exception to NEPPA IFB POLE MOISTURE CONTENT SPEC for CCA-RT treated poles

Stella-Jones feels the spec as written is not practical or financially feasible as written. Along with space-constraints and the costs associated with carrying much more WIP, there is also the uncontrollable weather factor that makes conforming to the spec vastly unpredictable.

As a compromise, we would agree to holding material post treatment for 30 days during the timeframe of September 1st through February 28th prior to shipment.

With Regards,

A handwritten signature in black ink, appearing to read 'Steven Dumas'.

Steven Dumas
Regional Sales Manager

TERMS & CONDITIONS

Agreement

The following terms and conditions will be incorporated by reference in to any Agreement that shall constitute the entire understanding between HG&E and Manufacturer and no modifications, rescission, waiver or termination of the Agreement or any of its terms and conditions, shall be binding on HG&E unless agreed to in writing by HG&E.

Special Conditions, included in an Invitation for Bids, Request for Proposals and/or Purchase Orders are part of the Agreement when referenced. If there is a conflict between the Purchase Orders and these Terms and Conditions, these Terms and Conditions shall take precedence.

Supplier

The terms "Vendor", "Manufacturer", "Contractor" or "Bidder" shall mean the party furnishing the material specified herein.

HG&E Pricing Policy and Payment Terms

Firm prices are required. Payment Terms are 100% within thirty (30) days of receipt and acceptance by HG&E.

All compliant invoices shall be emailed to: accountspayable@hged.com

If sending invoices via email to the address provided herein is not possible, compliant invoices shall be sent to:

Attn: Accounts Payable

Holyoke Gas & Electric
99 Suffolk Street, Holyoke, MA 01040

HG&E is tax exempt and the tax exemption certificate will be provided to the Supplier(s).

Payment shall not be made on apparatus damaged in transit until apparatus is received in good condition. Products not received, short-shipped products, and rejected products shall not be processed for payment by HG&E until all disputes are settled.

NEPPA Member Utilities Pricing Policy and Payment Terms

Bidders are required to review and comply with other NEPPA Member Utilities' applicable payment terms.

Equal Employment and Small and/or Minority Businesses

1. It is policy of the City of Holyoke, that small and/or minority business enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Bidder agrees that if this bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, sex, religion, national origin, age, handicap, or political belief or affiliation. In addition, bidder agrees by submittal of this bid, that he/she will abide by all applicable terms and provisions of the Government's Nondiscrimination Clause and Small and/or Minority Business Clause, Executive Order No. 11246, as amended by Executive Order No. 11375.
2. Bidder agrees that if this bid is accepted and deficiencies in any aspect of its employment practices and/or MBE utilization are found as a result of review or investigation conducted by the City of Holyoke, Department of Equal Employment Opportunity, the contractor may be required to submit a written Affirmative Action Plan to the City for approval.

Acknowledgement of Terms and Conditions

By submitting a written bid, the Bidder shall be deemed to have agreed to the terms and conditions set forth herein.

Notice of Acceptance of Bid

Any bidder whose bid is accepted shall execute the contract within ten (10) days after delivery of Notice of Award or such additional time as is allowed by HG&E. Failure, neglect or refusal by the bidder to do so shall constitute a breach of agreement to enter into the contract. If any bidder whose bid is accepted fails, neglects or refuses to execute the contract as provided herein, such bidder shall not be the lowest responsive bidder. HG&E may then select the lowest responsive bidder and deliver a Notice of Award to such lowest responsive bidder.

Compliance with Invitation for Bid Documents

Any act done or omitted to be done by Bidder in violation or disregard of these Invitation for Bid documents shall not be binding upon HG&E, nor shall HG&E be responsible for any damage or loss to Bidder or any other person, firm or corporation arising out of or in consequence of any such act or omission. No modifications to this Invitation for Bid documents shall be considered after Purchase Order execution.

Assignment

Neither the Agreement nor any payment due or to become due hereunder shall be assignable by the Supplier without the prior written consent of HG&E. Any such assignment(s) without HG&E's prior written consent shall be void.

Should HG&E agree to an assignment, the Supplier shall remain fully responsible for the acts and omissions of the Supplier's assignee and the Supplier shall indemnify and hold HG&E harmless from any and all loss and expense arising out of the assignment.

Cancellation - Apparatus

HG&E shall have the absolute right to cancel the entire purchase order upon the payment to the Supplier for all disbursements or expenses which the Supplier has incurred or has become obligated for prior to the date of Notice of Cancellation, less the reasonable resale value of the materials, equipment and apparatus which has been obtained and become an integral part of the apparatus.

Delays / Excusable Delays

Any change in the delivery date shall be reported to HG&E immediately by telephone, followed by a written confirmation, detailing the reason for the change.

Any failure of performance by either party shall not constitute default hereunder or give rise to any claim for damages or otherwise, if and to the extent, caused by an occurrence beyond the reasonable control of the party affected, including, but not limited to, acts of compliance with acts of governmental authorities, acts of God, strikes or other concerted acts of workmen, fires, floods, explosions, riots, war or armed conflict declared or undeclared, rebellion and sabotage. The party affected by any such occurrence shall give notice to HG&E within five (5) working days of its commencement and shall keep HG&E informed of action taken to terminate the occurrence.

Partial Shipment - Apparatus

Apparatus shall not be shipped short of materials unless written authorization is issued by HG&E. The Manufacturer shall supply detailed material lists of short-shipped items, itemized by price, and up-to-date delivery schedules. Any short-shipped items shall be delivered F.O.B. designated location.

Packing/Insurance

All goods, material, or equipment must be safely packed in the manner described herein to ensure against damage and to comply with carrier's requirement as specified in applicable tariffs. All shipments are to be released to the carrier at full value and are to be fully insured for the total value of the material.

Shipment & Identification

HG&E Purchase Order Number shall be shown on all shipping papers and parcels. HG&E reserves the right to route all shipments. Supplier shall provide shipping classifications, and shipping points if requested by HG&E. Supplier, or any of its suppliers making shipment direct, shall transmit

on the day of shipment: *Freight Bill (if applicable), Packing List and Bill of Lading*. Delivery shall be F.O.B. Ultimate Destination. Receiving hours are 7:30 a.m. to 2:30 p.m. Monday through Friday (except MA State Holidays), and specified delivery notice is required.

Receipt/Inspection

All material shall be received and inspected by HG&E. Such inspection, however, shall not relieve the Manufacturer from responsibility for their quality and correctness of work. Material judged to be inferior quality, or not suitable for use shall be rejected. The Manufacturer shall be informed of rejected material for determination of replacement and disposition.

Damaged Material

Supplier and shipper shall be promptly informed of damaged material. Supplier shall make all reasonable efforts to expeditiously ship replacement materials or schedule repairs. For material shipped F.O.B. destination, replacement and repairs shall be at the Supplier's expense. Obvious damage shall be noted on the Bill of Lading at the time of receipt. An HG&E agent's signature on the Bill of Lading does not release the shipper and/or Supplier from liability for concealed damage.

Materials and Workmanship

At delivery, all materials shall be new and of high quality which will ~~yield long life and reliable operation~~ conform to HG&E's specifications. All equipment shall be ~~modern in design~~ new and shall not have been in prior service except as required by factory tests. Workmanship shall be of high quality in every detail.

Guarantee

The Bidder shall guarantee all equipment against defects in ~~design, materials and workmanship~~ for a period of one (1) year after delivery and shall also guarantee that the equipment shall ~~give successful service under the required conditions~~ conform to HG&E's specifications at the time of manufacture. ~~The materials shall be manufactured, tested and meet all applicable industry, Federal and State standards.~~

Variations from Requirements and Specifications

No change, variation or deviation from the specifications shall be made except by advance written order of HG&E. Should the Supplier find, at any time during the progress of the work, that in his/her opinion, existing conditions demand, make desirable or beneficial a modification in requirements covering any particular item or items, he/she shall promptly report such matters to HG&E in writing for HG&E's decision and instructions.

Taxes

HG&E is exempt from Commonwealth of MA Sales and Use Tax on materials and equipment to be

Holyoke Gas & Electric, 99 Suffolk Street, Holyoke, MA 01040, T: 413-536-9300 www.hged.com, www.hge.net

incorporated in the work. Said taxes shall not be included in the Price.

Title / Risk of Loss

Both legal and equitable title to all of the material furnished hereunder shall pass to HG&E F.O.B. point indicated in the specification. Risk of loss and/or liability for damages for any of the goods specified in the Agreement shall remain with the Supplier until such goods are delivered and accepted by HG&E. If rejected by HG&E at the delivery point, risk of loss shall transfer back to Supplier for return of the goods.

Warranty

Supplier warrants that all material furnished herein shall at the time of manufacture be free from all encumbrances and shall be new and free from defects in design, material or workmanship and shall be suited in all respects both for the purpose for which it is intended and for all other uses for which it may be represented in writing by the Supplier to be suited and shall conform to HG&E's specifications. Supplier also warrants the successful operation of all such material for a minimum period of eighteen (18) months from the date of arrival of the equipment at its destination from the Supplier premises, or shall replace nonconforming material that does not conform to the foregoing warranties for a period of twelve (12) months after energization; whichever is shorter delivery. This warranty shall cover freight costs to and from the Supplier repair facility, the cost of removal from the site, and reinstallation costs after repair. Supplier shall provide repair technicians as necessary at no cost to HG&E and also be responsible for travel costs, lodging, and parts. Payment shall not be deemed to constitute an acceptance of the equipment or a release of any responsibility on the part of Supplier. The Supplier is not responsible for design, storage and handling after delivery, installation site selection, maintenance, and disposal of the material and therefore any defect caused by such events and after delivery to HG&E shall not be covered by this guarantee. Supplier makes no other warranties or guarantees whatsoever, and hereby disclaims all such other warranties, express or implied, including without limitation, warranties of merchantability and fitness for a particular purpose.

Warranty requirements in the Technical Specification section (if present) shall be in addition to the above listed requirements.

Indemnity

Supplier agrees to protect, indemnify, and hold harmless from any and all claims, demands and actions whatsoever including, but not limited to, all legal costs and expenses for loss of life, injury to person or damage to property, in regard to the goods, materials or equipment sold hereunder, whether the said loss of life, injury to person, or damage to property is sustained by any officer, agent, servant, or employee of either Bidder or HG&E or by any other person, firm, or corporation, when for such claims, demands, or actions, but only to the extent are caused by or arise out of:

1. Supplier's negligence or alleged negligence; or
2. Supplier's acts or omission; or
3. Supplier's failure to comply with terms and conditions of this Invitation to Bid.

Notwithstanding any term herein to the contrary, it is expressly understood and agreed that HG&E is responsible for the specifications of the material sold hereunder, including the selection of preservative and other aspects of the material's design. HG&E is also responsible for all engineering or other direction related to determining the delivery location and location suitability for storage and installation of the materials. Supplier is not responsible for occupational, safety and health issues of HG&E, or its employees, agents, subcontractors or servants or any other claim caused by the material purchased by HG&E if treated in accordance with applicable industry standards and HG&E's specifications.

Patents, Trademarks, Copyrights

It is mutually agreed and understood that the Agreement includes all royalties and costs arising from patents, trademarks and copyrights in any way involved with the work. If the Supplier, or any of its subcontractors, are required or desires to use any design, device, material or process covered by letters, patents, trademark or copyright, the Supplier shall indemnify and hold harmless HG&E from any and all claims for infringement by reason of use of any such patented design, device, material or process to be performed under the Agreement and shall further indemnify HG&E for any actions, claims, expenses and damage which HG&E incurs or may be obligated to pay by reason of such infringement at any time during the performance or after the completion of the work. HG&E will give to the Supplier notification of any such action, claim, or proceeding and shall furnish the Supplier (at the Supplier's expense) all needed information and assistance to enable the Supplier to defend the same.

If any material, equipment or work in any action, claim or proceeding is held to constitute infringement or its use is enjoined, the Supplier, within a reasonable time, shall either secure for HG&E, at the Supplier's own expense, the right to continue using said material, equipment or work by suspension of the injunction, by procuring for HG&E a license, or otherwise, or shall at the Supplier's own expense and as HG&E may elect, replace such material, equipment or work or modify it so that it becomes non-infringing, or remove such infringing material, equipment or work and refund the sums paid theretofore by HG&E, all without injury or damage to any other property of HG&E.

Statutes

Supplier shall comply with the provisions of all applicable Federal, state, and local laws and regulations, for any goods, material or equipment to be furnished, hereunder, and shall upon request by HG&E, furnish HG&E with satisfactory proof of compliance with any designated law or regulation.

Supplier shall give all notices required by law and comply with all laws, ordinances, rules and

regulations relating to the conduct of the performance of the contract. Any provision required by law to be included herein shall be deemed included as a part of the Agreement whether or not specifically referenced. Supplier also agrees to indemnify and hold HG&E harmless from any and all damages and liabilities assessed against HG&E ~~as a result of the~~ but only to the extent caused by Supplier's noncompliance therewith.

If Supplier observes that the drawings or specifications are at variance with any law, ordinance, rule or regulation, HG&E shall be notified promptly in writing, and any necessary changes shall be made pursuant to HG&E's instructions or Change Order. If Supplier performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and with giving such notice to HG&E, the firm shall bear all costs of required changes and be liable to HG&E for all damages arising therefrom.

In accordance with Massachusetts General Laws, Chapter 93, Section 11, as appearing in Section 1 of Chapter 459 of the Acts of 1978. If a final judgment or decree is rendered in any civil or criminal proceeding brought by the Attorney General under these Chapters to the effect that a defendant (Contractor) has violated any section, HG&E may void, rescind or cancel any purchase order to which the violation pertains or relates, and which was entered into with said defendant (Contractor).

Applicable Law

The laws of the Commonwealth of Massachusetts shall govern the rights and obligations arising from the Agreement.

Audit

During the Term, the Supplier shall, at its own expense, keep and maintain complete records and books of account of its costs and expenses relating to the work in accordance with generally accepted accounting practices. Should a dispute arise between HG&E and the Supplier regarding amounts and/or credits under the Agreement, the Supplier hereby grants HG&E or its Representative permission to audit such records and books of account at the Supplier's usual place of business at reasonable times.

Performance

If the Supplier shall fail in any respect to perform his/her obligations under the Agreement with promptness and diligence, HG&E may cancel the Agreement in part or in its entirety without liability whatsoever for any portion(s) so canceled.

Confidentiality

Any of HG&E's drawings, specification or technical information used by the Supplier hereunder, shall remain the property of HG&E and shall be held in confidence by the Supplier and shall not be reproduced or disclosed to others without the written permission of HG&E.

Waiver

In the event HG&E fails to insist on strict performance of any of the terms and conditions or fails to exercise any of its rights and privileges hereunder, such a failure shall not constitute a waiver of such terms, conditions, rights or privileges.

Completion of Agreement

The Agreement will not be considered complete until all specifications and requirements have been met and accepted by HG&E. These requirements include, but are not limited to, HG&E's acceptance of all documentation, drawings, manuals, plans and publications.

Pricing

Prices quoted to HG&E which resulted in a release of a Purchase Order are not subject to change.

Insurance

The Supplier shall have sufficient insurance in force during the term of the contract to protect HG&E for all claims arising out of the equipment, supplies and materials provided under this contract. The Supplier shall arrange and maintain at its own expense the following forms of insurance covering his/her own total liability and the total liability of HG&E applying to all undertakings by Supplier, his/her agents and employees and shall consult with HG&E on all matters arising with respect to such insurance including the name of the insurer.

Said insurance will provide protection from claims set forth below which may arise out of or result from the Supplier's performance under the Contract Documents, whether it is to be performed by the Supplier, any Subcontractor or other Supplier, or by anyone directly or indirectly employed by any of them to perform, or by anyone whose acts any of them may be liable:

- a. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Supplier's employees;
- b. Claims for damages insured by personal injury liability coverage which are sustained:
 - i. By any person for any reason related to the equipment, supplies and materials;
- c. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting from the equipment, supplies and materials.

Holyoke Gas & Electric must be named as an "Additional Insured" for all insurance coverage's listed below. The Supplier shall provide, as a minimum, the following insurance:

1. Bodily Injury Liability and Property Damage Liability Limits of at least \$5,000,000/\$5,000,000. The policy should provide Comprehensive Form General Liability - Premises/Operations, Products/Completed Operations Hazard, Contractual Insurance, Broad Form Property Damage, Independent Contractors, Personal Injury and Comprehensive General Liability Broad Form

Supplement Endorsement.

Along with the executed Contract, Supplier shall provide proof of the above coverage by certificates *naming HG&E as an 'Additional Insured'* presented at 99 Suffolk Street, Holyoke, MA 01040.

Personal Injury

Supplier shall purchase and maintain public liability insurance covering personal injuries or death suffered or alleged to have been suffered by any person or persons by reason of or in the course of operations under the contract, whether occurring by reason of acts or omissions of the Supplier or any subcontractor or anyone directly or indirectly employed by them.

Property Damage

Supplier shall purchase and maintain public liability insurance covering damages to property suffered or alleged to have been suffered by any person or persons by reason of or in the course of operations under the contract, whether occurring by reason of acts or omissions of the Supplier or any subcontractor or anyone directly or indirectly employed by them.

Workers' Compensation

The amount and type of such industrial accident or workers' compensation insurance shall be that required by these specifications for all employees under this contract who may come within the protection of such laws and in the absence of such laws, the amount and type shall be that required by the HG&E.

Casualty Insurance

The Supplier shall purchase and maintain insurance covering the loss by casualty of all or any part of the contract and/or specifications whether completed or not to indemnify himself from losses imposed by law or assumed under contract by the Supplier. Such casualty insurance shall include but not be limited to, loss by, fire, earthquake, landslide, flood, weather storm, damage resulting from faulty workmanship, construction and/or design and vandalism. The Supplier and HG&E shall each be named as loss payee, according to each respective party's insured as their interests, as they may appear at the time of the loss.

Partial Payment

The making of partial payments to the Supplier shall not create an insurable interest by or for HG&E or relieve the Supplier or subcontractors of responsibility for any casualty occurring prior to final acceptance of said contract and specifications.

SUPPLIER INFORMATION FORM

NOTE: A copy of the Supplier's/Contractor's W-9 Form must be submitted with this form.

SECTION 1 GENERAL INFORMATION

Legal Business Name: Stella-Jones Corporation

Payment Remit To Address: Dept. CH 19535

City, State and Zip Code: Palatine, IL 60055-9535

Business Address (if different than Remit To Address):	1640 Marc Avenue
City, State and Zip Code:	Tacoma, WA 98421-2939

Telephone No: 800-426-8430 Fax No: 253-382-3000

Email Address: info-sjc@stella-jones.com Web Address: www.stella-jones.com

Federal Tax ID No.	20-3529371
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SECTION 2 CONTACT INFORMATION

Primary Contact Name: Steve Dumas A/R Contact Name: Kathe Briggs

Primary Email Address: SDumas@stella-jones.com A/R Email Address: KBriggs@stella-jones.com

Primary Telephone No: 413-887-1349 A/R Telephone No: 800-426-8430

SECTION 3 COMPANY PRINCIPALS (attach separate sheet if necessary)

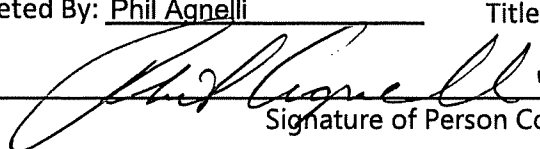
Name and Title: Ian Jones, Senior Vice President, Utility Poles and US Residential Lumber
Name and Title: Kevin Comerford, Vice-President, Utility Pole and US Residential Lumber Sales

SECTION 4 ELECTRONIC CAPABILITIES

Can the supplier accept Purchase Orders via email? IF yes, email address: SSutton@stella-jones.com

Form Completed By: Phil Agnelli Title: Contract Manager

By _____


Signature of Person Completing Form

Certificate of Corporate Signatory Authority

I, Phil Agnelli, the Contract Manager employed by Stella-Jones Corporation, a Washington corporation (hereinafter the "Corporation"), hereby acknowledge and certify the following:

- 1) That I am qualified to execute this Certificate of Signatory Authority on behalf of the Corporation and have access to, or been charged with maintaining, the records, minutes, and seal of the Corporation.
- 2) The principal place of business for the Corporation is 1640 Marc Avenue, Tacoma, Washington 98421-2939.
- 3) That the following named individual has been duly designated and appointed to the office indicated below:

NAME

SIGNATURE

Kevin Comerford



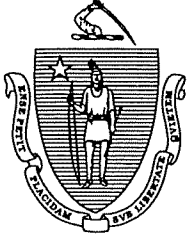
Vice-President, Utility Pole and
US Residential Lumber Sales

- 4) That the above-mentioned individual holds such office as of the date of execution of this Certificate.
- 5) That the above-mentioned individual is an authorized signatory able to execute contracts on behalf of and bind the corporation.
- 6) That the signature above is an authentic signature.

IN WITNESS THEREFORE, I have hereunto subscribed my name on November 19, 2021.



Phil Agnelli
Contract Manager
Stella-Jones Corporation



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

Date: November 19, 2021

To Whom It May Concern :

I hereby certify that according to the records of this office,

STELLA-JONES CORPORATION

a corporation organized under the laws of

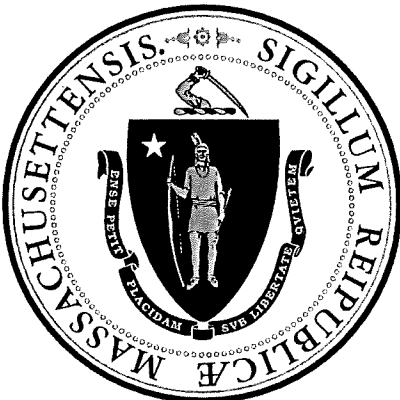
DELAWARE

on **September 26, 2005** was qualified to do business in this Commonwealth on

December 22, 2015 under the provisions of the General Laws, and I further certify that said

corporation is still qualified to do business in this Commonwealth.

I also certify that said corporation is not delinquent in the filing of any annual reports required to
date.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 21110523120

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: bod

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Commission](#)[Public Records](#)[Publications and
Regulations / Bookstore](#)[Registry of Deeds](#)[Securities](#)[State House Tours](#)[Agency Records Center](#)[Regional Offices](#)[Address Confidentiality Program
\(ACP\)](#)[Census](#)

Certificate Number Verification

Any certificate that contains a **validation number** in the bottom left hand corner under the Massachusetts state seal can be validated. Any certificate that contains a gold embossed seal cannot be validated.

Enter certificate number:

Certificate number:

21110523120

Certificate type:

Good Standing

Business Entity name:

STELLA-JONES CORPORATION

Date certificate issued:

11-19-2021

William Francis Galvin, Secretary of the Commonwealth of Massachusetts

[Terms and Conditions](#)[Accessibility Statement](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 2405 Grand Boulevard, #900 Kansas City, MO 64108		CONTACT NAME:	
INSURED Stella-Jones Corporation 15700 College Blvd. Suite #300 Lenexa, KS 66219		PHONE (A/C, No, Ext):	FAX (A/C, No):
CN102331109--GAWU-21-22		E-MAIL ADDRESS:	
GAWU		INSURER(S) AFFORDING COVERAGE	
		INSURER A: National Union Fire Ins. Co. of Pittsburgh, PA	
		INSURER B:	
		INSURER C:	
		INSURER D: AIU Insurance Co	
		INSURER E: Allied World National Assurance Company	
		INSURER F:	
		NAIC #	
		19445	
		19399	
		10690	

COVERAGES

CERTIFICATE NUMBER:

CHI-009405985-06

REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2M Per Location Agg. applies GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL 1728946 SIR: \$500,000	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA 4594364 (AOS) CA 4594366 (VA)	07/01/2021 07/01/2021	07/01/2022 07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMBINED DED \$ 100,000
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			0311-9295	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC 045886692 (AOS) WC 045886691 (WI) WC 045886689 (CA)	07/01/2021 07/01/2021 07/01/2021	07/01/2022 07/01/2022 07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

HG&E is included as Additional Insured where required by written contract in accordance with the policy provisions of the above mentioned policies excluding Workers' Compensation. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

Holyoke Gas & Electric Department 99 Suffolk Street Holyoke, MA 1040	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Keith A. Stiles

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