

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

THIS AGREEMENT made this **19th** day of **November 2024**, by and between

**Koppers Utility and Industrial Products Inc.
237 Forestry Road
Eutawville, SC 29048**

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 CCA w/Climbing Additive (CA) treated wood poles and DCOI treated poles

in strict accordance with the Department's *Wood Poles Annual Contract Invitation for Bid dated October 2024* 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 2025** and ending with the **31st day of December 2026** with an option to extend the contract for up to one (1) additional year (through December 31, 2027). 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 2024.**

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 **October 25, 2024**. 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 inspections 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.

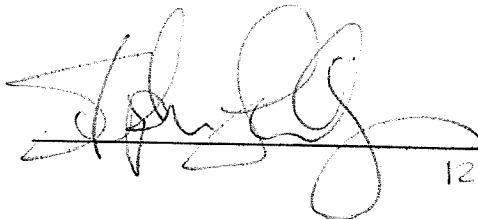
13. MASSACHUSETTS TAX LAWS The Supplier certifies that it has complied with all Federal and Massachusetts Tax Laws, including, but not limited to, Section 49A of Chapter 62C of the General Laws of Massachusetts.

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:

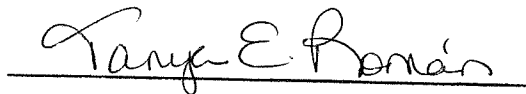

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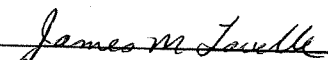
**SUPPLIER
KOPPERS UTILITY AND INDUSTRIAL
PRODUCTS INC.**

By 
Jeremiah Lundgren, Northeast Sales Manager

Date: 12/18/24

**CITY OF HOLYOKE
GAS & ELECTRIC DEPARTMENT**



By 
James M. Lavelle, Manager

Date: 12/18/24

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