

Electric Light Department

Town of South Hadley

85 Main Street
South Hadley, MA 01075-2797

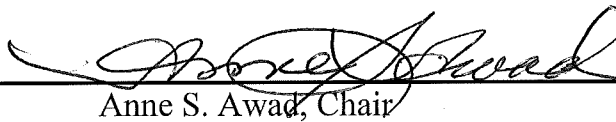
Telephone 413-536-1050
Fax 413-536-0741

NOTICE UNDER MASSACHUSETTS GENERAL LAWS CHAPTER 30A, SECTION 20

BOARD OF COMMISSIONERS' MEETING

A meeting of the Board of Commissioners of the Town of South Hadley Electric Light Department will be held at **6:00 P.M. on Thursday, September 10, 2015**, in the Selectboard Meeting Room at 116 Main Street, South Hadley, Massachusetts.

AT THE ORDER OF ANNE S. AWAD,
CHAIR OF THE BOARD



Anne S. Awad, Chair

MEETING AGENDA

Public comment

Reorganization of the Board vote

Manager's Report/Chair's report

Audit discussion

Manager role/Board role, specifications of the audit, direction from the Board vote

Public Process-new facility.

Discuss public process, make assignments to cover various Boards and groups, create timeline

Manager review and contract development

Update on annual review process, review tool drafted to date, make final edits.

Website

Discuss new website and Board role in updates and communication

Board composition

Discuss increase of Board from 3 to 5 members and decide to explore pros and cons

Meeting schedule for September-November

Discuss frequency and dates for Board meetings

Adjourn

TOWN OF SOUTH HADLEY, MASSACHUSETTS
ELECTRIC LIGHT DEPARTMENT

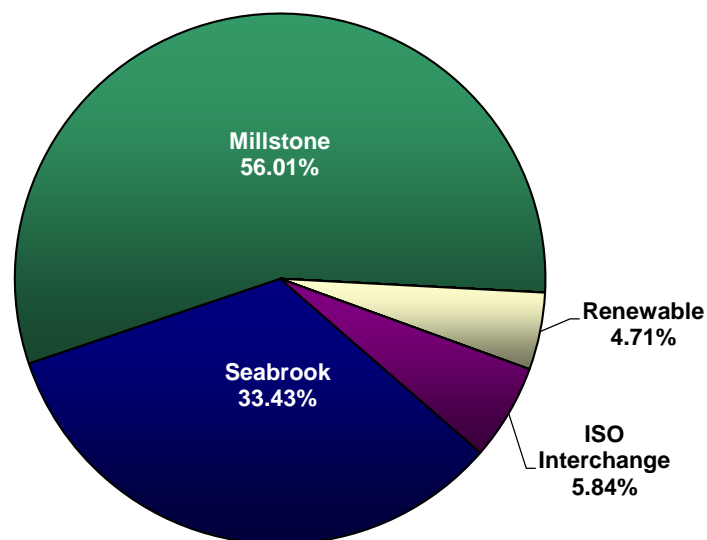


MANAGEMENT REPORT
SEPTEMBER 2015



At A Glance: South Hadley's Projected Portfolio Allocation/Expense Summary

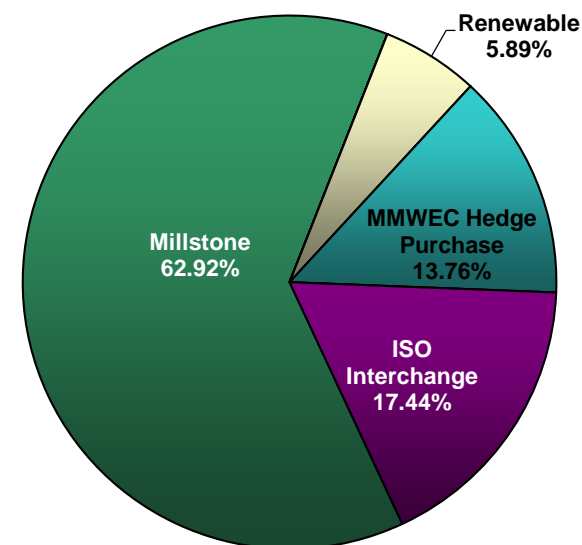
September-15



Unit	kWh	Percentage	Cost	\$/kWh
Seabrook	3,026,473	33.43	\$194,149	0.064
Millstone	5,070,155	56.01	\$415,147	0.082
Renewable	426,387	4.71	\$11,062	0.026
MMWEC Hedge Purchase	0	0.00	\$0	0.000
Hedge Remaining	0	0.00	\$0	0.000
ISO Interchange	529,092	5.84	\$13,915	0.026
Total	9,052,106	100.00	\$634,272	

Weighted Average (\$/kWh): 0.070

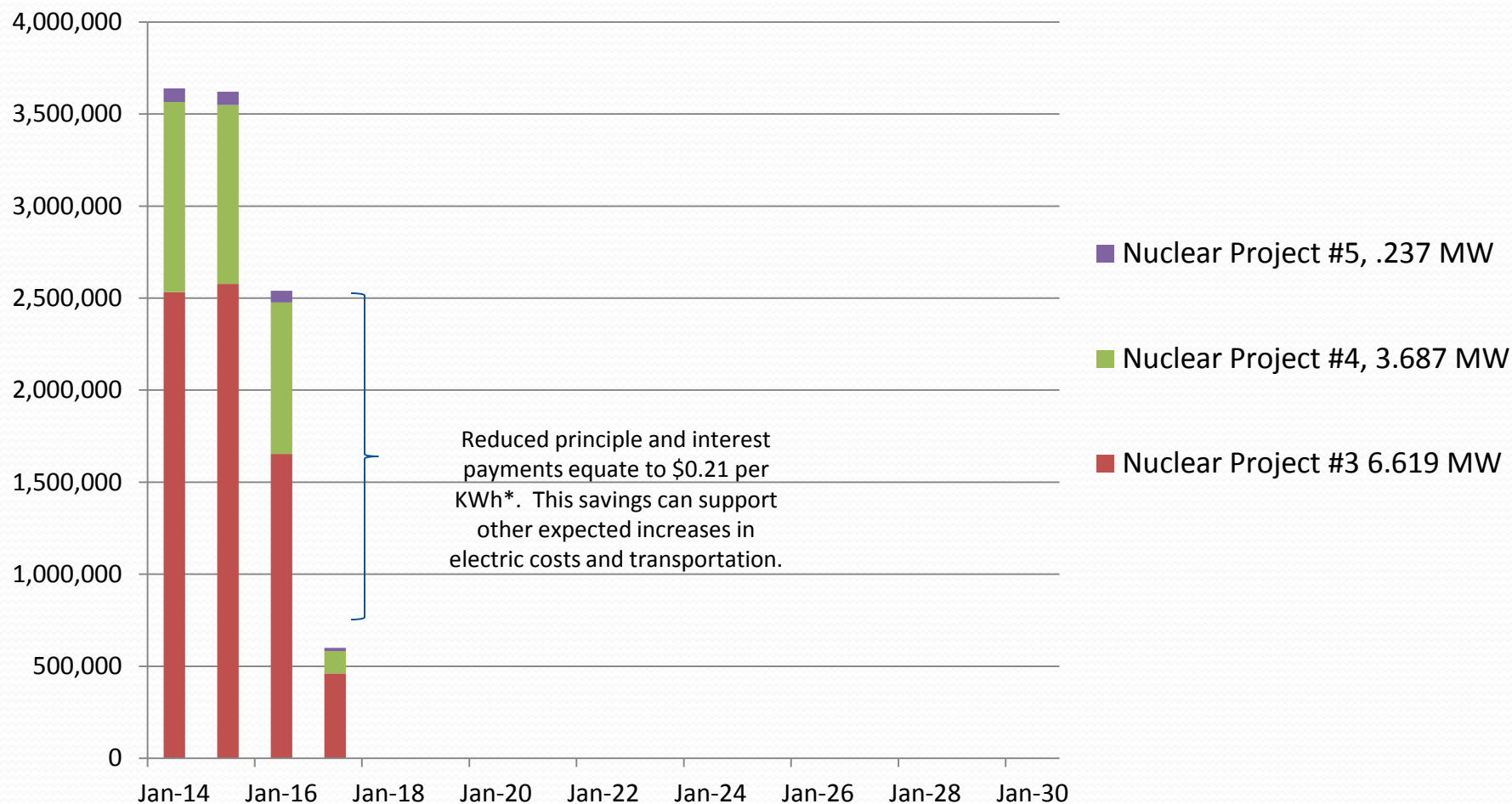
October-15



Unit	kWh	Percentage	Cost	\$/kWh
Seabrook	0	0.00	\$110,754	0.000
Millstone	5,271,126	62.92	\$419,814	0.080
Renewable	493,367	5.89	\$12,622	0.026
MMWEC Hedge Purchase	1,152,400	13.76	\$45,875	0.040
Hedge Remaining	0	0.00	\$0	0.000
ISO Interchange	1,460,819	17.44	\$48,937	0.034
Total	8,377,712	100.00	\$638,002	

Weighted Average (\$/kWh): 0.076

Outstanding Debt



*Calculation based on 2012 sales

Electric Light Department

Board of Commissioners
CHERYL SCOTT NICKL, Chair
RITA M. LAWLER
JEFFREY LABRECQUE



WAYNE D. DOERPHOLZ
Manager
85 Main Street, South Hadley, MA 01075-2797
Telephone 413-536-1050
Fax 413-536-0741

MINUTES OF THE MUNICIPAL LIGHT BOARD MEETING OF TUESDAY, FEBRUARY 11, 2014, AT 4:30 P.M.

PRESENT:

Cheryl Scott Nickl, Chair
Rita M. Lawler, Vice-Chair
Jeffrey Labrecque, Clerk

Also Attending:

Mr. Philip Leaman

CALLED TO ORDER

Cheryl Scott Nickl called the meeting to order at 4:30 P.M.

APPROVAL OF MINUTES OF THE MEETING OF TUESDAY, JANUARY 14, 2014

It was moved by Rita M. Lawler and seconded by Jeffrey Labrecque and passed to accept the minutes of the meeting of January 14, 2014 as amended.

FINANCIAL STATEMENTS

Mr. Doerpholz presented the comparative financial statements for November 2013. He reviewed the statements with the Board and discussed the changes between these statements and the format used previously.

EXECUTIVE SESSION VOTE

A motion was made and seconded for the Municipal Light Board to enter into Executive Session with reference to Massachusetts General Law Chapter 39, Section 23b, Sub-section c for the purpose of discussing strategy with regard to trade secrets and to reconvene in Open Session upon completion of that Executive Session, on the basis of a roll call vote as follows:

Electric Light Department

Town of South Hadley

MINUTES OF THE MUNICIPAL LIGHT BOARD MEETING OF TUESDAY, FEBRUARY 11, 2014, at 4:30 P.M. Continued

Cheryl Scott Nickl	"Aye"
Rita M. Lawler	"Aye"
Jeffrey Labrecque	"Aye"

Executive Session began at 4:36 P.M. and returned to Open Session at 4:52 P.M.

Upon returning to open session the Municipal Light Board Mr. Doerpholz informed the Board that a vote was needed for SHELD to enter into a Letter of Intent with AXIA NGN Networks to begin the investigation of a fiber to the premises (FTTP) study. Following a discussion, a motion was made by Jeffrey Labrecque and seconded by Rita M. Lawler and passed by a vote of 3 in favor and

VOTED:

- 1) that the Board hereby accepts the Letter of Intent between AXIA NGN Networks and the South Hadley Electric Light Department; and
- 2) that the Board hereby approves and directs the Manager to execute, deliver, and cause the Light Department to perform its obligations under the Letter of Intent Agreement, substantially in the form attached hereto and made a part of the minutes of this meeting; and
- 3) that the Manager is hereby authorized and directed to take any other and further action deemed necessary or advisable to carry out the purposes of this Vote; and
- 4) that any actions previously taken by the Manager that are consistent with the purposes of this Vote are hereby approved, ratified and confirmed.

UPDATES

Southeastern Data Cooperative (SEDC) Software: Mr. Doerpholz discussed ongoing technical problems SHELD was having with the software provided by Southeast Data Cooperative (SEDC). He stated that SEDC had two staff members at the Electric Light Department from February 2 through February 7, 2014 to make fixes to the billing programs but that there were still problems with the farm discounts, discounts on minimum bills, solar customers, yard lights/street lights, delinquent letters and reports, etc. Mr. Doerpholz added that the general ledger and financial statements have not yet been initiated as active until the billing software provides the necessary sales and revenue data. Mr. Doerpholz was asked to keep the Board advised of developments.

Electric Light Department

Town of South Hadley

MINUTES OF THE MUNICIPAL LIGHT BOARD MEETING OF TUESDAY, FEBRUARY 11, 2014, at 4:30 P.M. Continued

Massachusetts Broadband Institute (MBI): Mr. Doerpholz reported that MBI has accepted the fiber test results and SHELD may now bill the remaining forty (40%) percent plus extras for the project. He added that the 40% payment would amount to \$80,000 of 'other revenue.'

Vehicles: Mr. Doerpholz informed the Board that all of the small vehicles have been received and the bills for the vehicles have been paid. He showed the Board an example of proposed logo for the vehicles. He also told the Board that the electric charging station was returned to the vendor and a replacement is expected to arrive this month.

NEW BUSINESS:

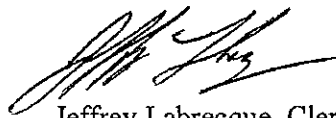
Mr. Doerpholz reported that Reinhardt Associates has requested a meeting with the Municipal Light Board to review the Space Needs Analysis. This meeting is to review the amount of space, enclosed and open, that will be the basis for the building design. Mr. Doerpholz explained that, although he understands the basic idea, he is underwhelmed with the proposal. He believes that more creative designs would yield a much more attractive building and, further, that solutions to existing problems are not being addressed.

NEXT MEETING

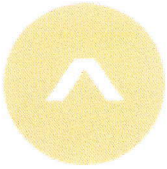
Cheryl Scott Nickl has set Tuesday, March 11, 2014, at 4:30 P.M. and Wednesday, April 9, 2014, at 4:30 P.M. as the next two meetings of the Municipal Light Board.

Meeting adjourned at 5:40 P.M.

Respectfully submitted,



Jeffrey Labrecque, Clerk
Municipal Light Board



January 05, 2014

South Hadley Electric Light Department
85 Main Street, South Hadley, MA
01075-2797

Attention: Wayne D Doerpholz

Dear Mr Doerpholz:

Re: Letter of Intent for SHELD

Axia NetMedia Corporation ("**Axia**") is pleased to submit this letter of intent ("**LOI**") to South Hadley Electric Light Department ("**SHELD**") that confirms our mutual intentions with respect to the South Hadley Project ("**The Project**"), which includes three (3) different solutions in South Hadley, MA;

1. Security cameras throughout the community ("**Camera Solution**"),
2. Data Services to Village Commons ("**Business Park Solution**"), and
3. Fibre to the Premise ("**FTTP Solution**") services within South Hadley.

Services will be provisioned using a combination fibre obtained by Axia from SHELD through mutually agreed commercial terms (e.g. Lease Agreement or IRU) and Axia's own investments in fibre facilities and equipment where commercially viable. Axia will leverage SHELD's billing capabilities by working with SHELD to incorporate one-time and monthly recurring fees for Axia services on SHELD customers invoices.

This LOI sets out the terms and conditions upon which Axia and SHELD are prepared to proceed with The Project. Upon execution, this LOI will form the basis for Axia commencing certain design and permitting work related to The Project as described in this LOI, all as set out herein.

1. Services and Transactional Elements

- (a) Camera Solution;
 - (i) Axia will provide interconnection services between video camera locations in South Hadley and the South Hadley Data Centre ("**SHDC**"). For clarity, a video camera location may have multiple cameras on the premise. The service described in this LOI is for the interconnection from the network electronic demarcation point and the SHDC. For example, if a school has multiple cameras on-site, Axia will provide connectivity, and charge for services, from the school's demarcation to the SHDC. Axia will not provide, and will not charge, for connectivity to individual cameras.
 - (ii) Axia will charge SHELD \$180/month per site for the monitoring services plus \$1,500 one-time fee per site. This service originates at the Customer Premise Equipment (up to 1Gbps capability) and terminates at an 'on-net' facility

within the community (e.g. SHDC). Backhaul services on the MB123 Network and/or Internet Services are incremental to this solution.

- (iii) SHELD owns, manages and is responsible for completing the fibre rings necessary to connect security cameras within the community. Axia can, on mutually agreed to commercial terms, complete the construction of the fibre rings within the community.
- (iv) SHELD will provide a minimum of two (2) strands of fibre on its rings to be used exclusively for the purpose of providing connectivity to the cameras.
- (v) Axia will provide three (3) tiers of network support through Axia's 24/7/365 Network Operations Centre ("**NOC**"). SHELD would contact Axia directly for network issues. Axia would depend on SHELD field resources where possible for trouble resolution and 3rd parties where additional resources or expertise are required.

(b) Business Park Solution

- (i) Axia will provide competitively priced fibre based Internet services at Village Commons. As part of the offering, Axia will provide monitoring and management of the Internet services.
- (ii) In order to facilitate the services to the Village Commons businesses, Axia will procure Dark Fibre strands in a Lease Agreement or IRU and maintenance services between the Telecommunication Rooms in Village Commons and the SHDC from SHELD at competitive and agreed to commercial rates.

(c) FTTP Solution

- (i) Axia will provide competitive high performing Internet packages to residential and business customers South Hadley as well as facilitate the choice of additional applications for customers.
- (ii) Axia will procure facilities from SHELD under the following terms;
 - A. Axia will pay SHELD \$600 one-time fee per premise for SHELD to make fibre available to reach 80% of the market on the Distribution network.
 - B. Axia will pay SHELD \$200 one-time fee per premise for the premise connection ("**the Drop**") for one strand between the Distribution network and the customer premise.
 - C. Axia will pay SHELD \$80,000 per annum upon completion of the Distribution network and SHELDs fibre ring back to the SHDC for the break/fix and routine maintenance of the facilities.
 - D. Where Axia pays for extensions beyond the scope of the distribution network in South Hadley, Axia will provide SHELD the right of first refusal to provide maintenance on the additional fibre facilities on mutually agreed commercial terms.
 - E. For clarity, Axia intends to utilize fibre obtained through a long-term lease or IRU agreement.

2. Work to be Completed

- (a) As it relates to the specified solutions, the parties agree to the following:
 - (i) Camera Solution:
 - A. Axia will conduct detailed technical diligence to provide services as described in the pricing and terms as described in section 1(a).
 - B. SHELD to confirm timeframes and technical specifications for completion of dark fibre rings Axia will used to provide its Camera connectivity services.
 - (ii) Business Park Solution:
 - A. Axia will conduct rigorous pricing and services analysis to ensure a high valued Internet solution to Village Commons. Axia to specify dark fibre inventory and specification requirements.
 - B. SHELD to propose dark fibre pricing, technical specifications and terms for fibre connecting Village Commons and SHDC to Axia for it's consideration.
 - (iii) FTTP Solution
 - A. Axia will conduct detailed market and financial analysis to determine market penetration requirements underpinning the decision to initiate the construction of the distribution grid by SHELD based on the construction costs described in section 1C. Axia will provide detailed specifications for SHELD planning and construction execution.
 - B. SHELD to confirm timelines and cost for distribution, drop and maintenance pricing given detailed design requirements.

3. Definitive Agreement

- (a) Following delivery of both parties as detailed in section 2, each of Axia and SHELD will negotiate in good faith with a view to executing a Definitive Agreement as soon as possible. The Definitive Agreement will contain terms and provisions (including representations, warranties and covenants, limitations of liability, indemnities, conditions, assumptions, governance and change management provisions) customary and appropriate for a project similar to the South Hadley Project, including receipt of applicable regulatory, governmental, and other third party approvals and consents.
- (b) The Definitive Agreement will be comprised of separate agreements related to the provision of services, which will be provided by Axia or a wholly owned subsidiary.

4. Expenses

Each party agrees to cover their own costs as it relates to their commitments to transition this LOI towards the Definitive Agreement.

5. Termination

This LOI shall terminate without any liability on the earlier of: (a) the date the Definitive Agreement is executed by the parties; (b) the date the parties agree in writing to terminate negotiations regarding the South Hadley Project; and (c) upon the occurrence of costs or design materially different than those in this LOI and subsequent clarifications.

6. Acceptance

If the foregoing is acceptable to SHELD, please sign in the space provided below and return it to Axia by no later than 5:00 p.m. (Eastern Standard Time) on or before February 14, 2014.

Yours very truly,

AXIA NETMEDIA CORPORATION

Per:


Phil Roberts
Vice President, Sales & Services

Acknowledged and agreed this 11 day of February 2014.

South Hadley Electric Light Department

Per:


Name:



MUTUAL NON DISCLOSURE AGREEMENT

This Mutual Non Disclosure Agreement (this "**Agreement**") is entered into on Click here to enter a date. between **Axia NGNetworks USA, Inc.**, a corporation existing under the laws of the State of Delaware ("**Axia**"), and **South Hadley Electric Light Department**, a corporation incorporated under the laws of the State of Massachusetts, (the "**Company**"). a municipal utility in the Commonwealth

RECITALS

WHEREAS each of the parties possesses certain Confidential Information (as defined below);

AND WHEREAS each of the parties desires to receive Confidential Information of the other party and to supply Confidential Information to the other party on the terms and conditions set out herein, solely for the Purpose (as defined below);

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereby covenant and agree to be bound by this Agreement. **BY SIGNING BELOW, THE PARTIES ACKNOWLEDGE AND CONFIRM THAT THEY HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS OF THIS AGREEMENT.**

AGREEMENT

ARTICLE 1 - DEFINITIONS

1.1 Definitions. In this Agreement, unless something in the subject matter or context is inconsistent therewith:

- (a) "**Affiliate**" means a person or entity (each, a "Person") that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with a party to this Agreement. A Person shall be deemed to control another entity if such first Person possesses directly or indirectly the power to direct, or cause the direction of, the management and policies of the second Person, whether through the ownership of voting securities, by contract or otherwise.
- (b) "**Agreement**" means this agreement, including its recitals, as amended from time to time.
- (c) "**Business Day**" means a day other than a Saturday, Sunday or statutory holiday in Wilmington, Delaware.
- (d) "**Confidential Information**" means all information relating to the disclosing party and its Affiliates and their respective businesses and affairs including, but not limited to information which relates to the disclosing party or its Affiliates' current or future services, business undertakings or opportunities, trade secrets, techniques, data, specifications, methods, processes, concepts, know how, studies, reports, forecasts, technology, software, programs, customer names or other technical or business material furnished by or on behalf of the disclosing party to the receiving party or any of its Representatives, regardless of the manner in which it is furnished.

- (e) "**Purpose**" means the purpose of considering and evaluating entering into a business relationship between the parties.
- (f) "**Representatives**" means, in respect of either party, the directors, officers, employees, agents, advisors (including financial advisors and legal counsel) of that party and its Affiliates and the directors, officers and employees of any such agent, advisor or Affiliate.

ARTICLE 2 - CONFIDENTIAL INFORMATION

2.1 Disclosure of Confidential Information. A disclosing party may at its discretion provide certain of its Confidential Information to a receiving party. Nothing in this Agreement obligates a disclosing party to disclose any particular Confidential Information. Nothing in this Agreement will affect or restrict a party's use and disclosure of its own Confidential Information.

2.2 Use of Confidential Information. A receiving party will use the Confidential Information solely for the Purpose. A receiving party will not disclose any Confidential Information to any person other than the receiving party's Representatives who have a need to know Confidential Information for the Purpose. A receiving party will take reasonable security measures and use care to preserve and protect the secrecy of, and to avoid disclosure or use of, the Confidential Information. A receiving party will promptly advise a disclosing party in writing of any misappropriation or misuse by any person of such Confidential Information which may come to its attention. A receiving party will be liable for all breaches of

the terms of this Agreement by its Representatives.

2.3 Return of Confidential Information. Upon request of a disclosing party, any Confidential Information which it has furnished to a receiving party will be promptly returned accompanied by all copies thereof made by the receiving party and will be deleted from all retrieval systems and data bases or destroyed. The receiving party will deliver to the disclosing party a certificate by an officer of the receiving party of such deletion or destruction.

2.4 Rights in Confidential Information

(a) All right, title and interest in and to the Confidential Information of a disclosing party will remain the exclusive property of such disclosing party and such Confidential Information will be held in confidence by the receiving party for such disclosing party. No interest, licence or any right respecting such Confidential Information, other than expressly set out herein, is granted to the receiving party under this Agreement by implication or otherwise.

(b) This Agreement does not constitute any representation, warranty, condition or guarantee with respect to the accuracy or completeness of any Confidential Information or whether the Confidential Information infringes any rights of third parties. A disclosing party will not be held liable for any errors or omissions in the Confidential Information or the use or the results of the use of the Confidential Information.

2.5 List of Individuals with Access. When requested by a disclosing party, the receiving party will promptly provide a list containing the full name, title, location and function of each person having access to or copies of the Confidential Information.

2.6 Exceptions. The restrictions of non-use and non-disclosure of Confidential Information under this Agreement will not apply to information which:

- (a) is already published or otherwise readily available to the public, other than by a breach of this Agreement;
- (b) is rightfully received by the receiving party from a third party not in breach of any obligation of confidentiality; or
- (c) is proven to be known by the receiving party on a non confidential basis prior to disclosure hereunder.

2.7 Legally Required Disclosure. If a receiving party is requested pursuant to, or required by, applicable law or order of a court of competent

jurisdiction (or similar legal process) or timely disclosure requirements of securities laws or stock exchange policies to disclose any Confidential Information, the receiving party will provide the disclosing party with prompt notice of such request or requirement in order to enable the disclosing party to seek an appropriate protective order or other remedy or to waive compliance with the terms of this Agreement or both. The receiving party will fully cooperate and not oppose any action by the disclosing party to seek such a protective order or other remedy. If, failing the obtaining of a protective order or other remedy by the disclosing party, such disclosure is required, the receiving party may so disclose, but will maintain confidentiality to the greatest extent possible.

2.8 Parties' Discussions. The parties will also keep strictly confidential all discussions between the parties regarding the Purpose as well as the fact that the parties are engaging in such discussions.

ARTICLE 3 - GENERAL

3.1 Termination. Either party may terminate this Agreement by notice in writing to the other party. Notwithstanding any termination of this Agreement, the obligations on each party of non-use and non-disclosure of the other party's Confidential Information created in this Agreement will survive and continue to be binding for a period of five years following such termination, except in the case of trade secrets for which such obligations will continue indefinitely.

3.2 Relationship of the Parties. Nothing contained herein will be deemed to create any partnership, joint venture or relationship of principal and agent between the parties or to provide either party with the right, power or authority, whether express or implied, to create any duty or obligation on behalf of the other party. Furthermore, the each party understands that nothing herein requires either party to proceed with any proposed transaction or business relationship in connection with which Confidential Information may be disclosed or otherwise.

3.3 Further Assurances. Each party will from time to time execute and deliver such further documents and instruments and do all acts and things as the other party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

3.4 Benefit of the Agreement. This Agreement will inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

- 3.5 Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.
- 3.6 Amendments and Waivers.** No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by both of the parties. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, will be limited to the specific breach waived.
- 3.7 Assignment.** This Agreement may not be assigned, either directly or through amalgamation or operation of law, by either party without the other party's prior written consent.
- 3.8 Headings.** The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.
- 3.9 Extended Meanings.** In this Agreement words importing the singular number only include the plural and *vice versa*, words importing any gender include all genders and words importing persons include individuals, corporations, limited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures and governmental authorities. The term "including" means "including without limiting the generality of the foregoing".
- 3.10 Enforceability.** If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions will remain in full force and effect and will not be affected, impaired or invalidated thereby.
- 3.11 Notices.** Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and will be given by personal delivery, by registered mail or by electronic means of communication addressed to the recipient as follows:

To Axia:

3300, 450 – 1st Street S.W.
Calgary, AB T2P 5H1

Fax: 403-538-4100

Attention: Legal Department

To Company:

South Hadley Electric Light Department
85 Main Street
South Hadley, MA 01075

Fax: 413-536-0741

Attention: Wayne D. Doerpholz

or to such other address, individual or electronic communication number as may be designated by notice given by either party to the other. Any demand, notice or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the 5th Business Day following the deposit thereof in the mail and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day. If the party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system that might affect the delivery of mail, any such demand, notice or other communication may not be mailed but must be given by personal delivery or by electronic communication.

- 3.12 Remedies.** Each party agrees that monetary damages would not alone be sufficient to remedy any breach by such party or its Representatives of any term or provision of this Agreement and that the other party will also be entitled to equitable relief, including injunction and specific performance, in any court of competent jurisdiction in the event of any breach hereof and in addition to any other remedy available pursuant to this Agreement or at law or in equity. The party in breach of this Agreement further waives any requirement for the deposit of security or posting of any bond in connection with any equitable remedy.

- 3.13 Governing Law.** This Agreement is governed by and will be construed in accordance with the laws of the ~~State of Delaware~~, excluding any conflicts of law rules that would apply a different body of law. The parties hereby (a) agree that any action, suit or other proceeding arising out of or based upon this Agreement shall be brought in the courts of the State of

Commonwealth of Massachusetts

Delaware or any federal court located in such state, and (b) irrevocably consent and submit to the exclusive jurisdiction of such courts for the purpose of any such action, suit or proceeding.

3.14 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

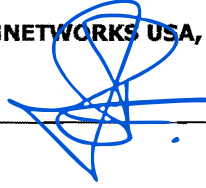
3.15 Electronic Execution. Delivery of an executed signature page to this Agreement by either party by electronic transmission will be as effective as delivery of a manually executed copy of the Agreement by such party.

END OF AGREEMENT

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

AXIA NGNETWORKS USA, INC.

Name:
Title:



**SOUTH HADLEY ELECTRIC LIGHT
DEPARTMENT**

Name: Wayne D. Doerpholz
Title: Manager

