

May 25, 2012

Linda Roberts
Executive Director
Connecticut Siting council
Ten Franklin Square
New Britain, CT 06051

*Re: Docket No. 424
The Connecticut Light & Power Company's Application for a
Certificate of Environmental Compatibility and Public Need for
the Connecticut portion of the Interstate Reliability Project*

Dear Ms. Roberts,

In accordance with the requirement of section 16-50o(c) of the General Statutes, that an "applicant shall submit into the record the full text of the terms of any agreement, ... entered into by the applicant and any party to the certification proceeding... in connection with the construction or operation of the facility," The Connecticut Light and Power Company (CL&P) submits herewith an original and 20 copies of a letter agreement dated May 5, 2009 between CL&P and Mount Hope Montessori School, Inc.

In accordance with the provision of section 16-50o(c) requiring that the applicant also submit "a statement of any consideration [for the agreement] if not contained in such agreement," CL&P states that there was no consideration for the agreement.

The potential transaction contemplated by the letter agreement did not occur.

Very truly yours,


Anthony M. Fitzgerald

AMF/kas
Enc.
cc (w/enc.): CSC Service List dated May 14, 2012

{N0920141}



**Connecticut
Light & Power**

The Northeast Utilities System

The Connecticut Light and Power Company
P.O. Box 270
Hartford, CT 06141-0270
(860) 665-5000
www.cl-p.com

May 5, 2009

Mount Hope Montessori School, Inc.
48 Bassetts Bridge Road
Mansfield, Connecticut 06250

Re: Lot 2, South Eagleville Road, Dunham Farm Estates, Storrs, Connecticut
(the "Lot")

Ladies and Gentlemen:

You, Mount Hope Montessori School, Inc., have been discussing with The Connecticut Light and Power Company ("CL&P") the possible relocation of your School from your property at 48 Bassetts Bridge Road in Mansfield, in which case you have also indicated that you wish to have CL&P or another party purchase your property.

As you know, CL&P has not reached any agreement with you regarding such matters on the purchase of your property or the relocation of your School, and it is premature to say whether CL&P and you will be able to reach agreement on mutually agreeable terms. In the meantime, you have located the above-referenced Lot that you have identified as a possible location for the relocation of the School, and you have asked CL&P to make arrangements to purchase the Lot now, after the opportunity to perform some due diligence on the feasibility of the Lot for a school, to help preserve it as a possible site for relocation.

This letter serves to confirm our mutual understanding of the facts underlying this arrangement set forth above and our mutual agreement regarding the following:

1. You agree that if CL&P or one of its affiliates should (i) enter into a purchase and sale agreement to purchase the Lot, (ii) ultimately purchase the Lot, and/or (iii) pay for certain expenses as set forth in item 3 below, this will not create any obligation (a) to you of any kind, (b) on our part or (c) on the part of any affiliate of CL&P or other party related to CL&P. You also agree that, if CL&P acquires the Lot, CL&P is not under any obligation to sell or otherwise transfer the Lot to you, or to enter into any purchase and sale agreement with you regarding the Lot, before CL&P has obtained all the regulatory approvals CL&P deems are necessary in order for CL&P to sell or otherwise transfer the Lot.

2. Based on the foregoing, should CL&P or one of its affiliates be able to enter into a purchase and sale agreement with the owner of the Lot on terms acceptable to us and/or our affiliate, you agree that you will make immediate arrangements with Kenneth Boroson Architects to conduct studies of the Lot to determine its feasibility for use as an

elementary school consisting of approximately 6500 square feet, with related improvements such as parking, site improvements, septic system and drinking water well, and the feasibility of obtaining all necessary governmental approvals for the same, to be completed and with copies to be delivered to us no later than May 22, 2009.

3. We agree that we will pay for the cost of such studies upon presentation of copies of the final reports to us no later than May 22, 2009, together with invoices for the studies, but such payment will not exceed the amount of \$5,000.

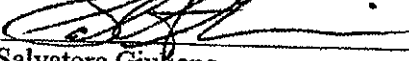
4. You agree that CL&P's decision or that of one of its affiliates to proceed with the closing on the Lot shall be entirely in CL&P's or such affiliate's sole discretion, as the case may be, and that unless CL&P (or one of its affiliates) and you reach mutually agreeable terms in a written agreement at some point in the future on the purchase of the property at 48 Bassetts Bridge Road that includes the conveyance of the Lot to you, there shall be no obligation to convey such property to you.

5. You hereby assign and release to us, our successors, and assigns any and all interest and rights you may have to the Lot, under your contract with the seller dated March 12, 2009, or otherwise.

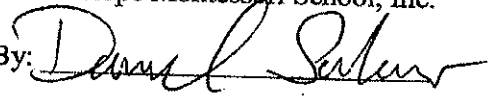
Please confirm your agreement to the terms and provisions of this letter by signing one copy of the letter where provided and returning it to the undersigned.

Thank you.

Very truly yours,
The Connecticut Light and Power Company
By: Northeast Utilities Service Company
Its Agent

By: 
Salvatore Giuhano
Its Manager, Corporate Property Management

Accepted and agreed:
Mount Hope Montessori School, Inc.

By: 
Its Chairman of Board, duly authorized

Date: 5/6/, 2009

LIST OF PARTIES AND INTERVENORS
SERVICE LIST

Status Granted	Document Service	Status Holder (name, address & phone number)	Representative (name, address & phone number)
Applicant	<input checked="" type="checkbox"/> U.S. Mail	The Connecticut Light & Power Co. P.O. Box 270 Hartford, CT 06141-0270	Robert E. Carberry, Project Manager NEEWS Siting and Permitting Northeast Utilities Service Company P.O. Box 270 Hartford, CT 06141-0270 (860) 665-6774 (860) 665-6717 fax carbere@nu.com
	<input checked="" type="checkbox"/> U.S. Mail		Jane P. Seidl, Senior Counsel Northeast Utilities Service Company P.O. Box 270 Hartford, CT 06141-0270 (860) 665-5051 (860) 665-5504 fax seidljp@nu.com
	<input checked="" type="checkbox"/> U.S. Mail		Anthony M. Fitzgerald, Esq. Carmody & Torrance LLP 195 Church Street P.O. Box 1950 New Haven, CT 06509-1950 (203) 777-5501 (203) 784-3199 fax afitzgerald@carmodylaw.com
Party (granted 02/16/12)	<input checked="" type="checkbox"/> E-Mail	NRG Energy, Inc., NRG Power Marketing, Inc., Connecticut Jet Power LLC, Devon Power LLC, Middletown Power LLC, Montville Power LLC, Norwalk Power LLC, and Meriden Gas Turbines, LLC (collective, NRG)	Andrew W. Lord, Esq. Murtha Cullina LLP CityPlace I, 29 th Floor 185 Asylum Street Hartford, CT 06103-3469 (860) 240-6000 alord@murthalaw.com Elizabeth Quirk-Hendry General Counsel, Northeast Region NRG Energy, Inc. 211 Carnegie Center Princeton, NJ 08540-6213 Elizabeth.Quirk-Hendry@nrgenergy.com

LIST OF PARTIES AND INTERVENORS
SERVICE LIST

Status Granted	Document Service	Status Holder (name, address & phone number)	Representative (name, address & phone number)
	<input checked="" type="checkbox"/> E-Mail	NRG continued...	<p>Judith E. Lagano NRG Energy, Inc. Manresa Island Avenue South Norwalk, CT 06854 Judith.Lagano@nrgenergy.com</p> <p>Raymond G. Long NRG Energy, Inc. P.O. Box 1001 1866 River Road Middletown, CT 06457 Ray.Long@nrgenergy.com</p> <p>Jonathan Gordon NRG Energy, Inc. P.O. Box 1001 1866 River Road Middletown, CT 06457 Jonathan.Gordon@nrgenergy.com</p> <p>Peter Fuller NRG Energy, Inc. 270 Cherry Street Bridgewater, MA 02324 Peter.Fuller@nrgenergy.com</p>
<p style="text-align: center;">Party (granted 02/16/12)</p>	<input checked="" type="checkbox"/> U.S. Mail	<p>Victor Civie 160 Beech Mt. Road Mansfield, CT 06250 (860) 456-2022</p>	

LIST OF PARTIES AND INTERVENORS
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Status Granted	Document Service	Status Holder (name, address & phone number)	Representative (name, address & phone number)
Party (granted 03/01/12)	<input checked="" type="checkbox"/> U.S. Mail	EquiPower Resources Corp., Lake Road Generating Company LP, and Milford Power Company LLP (collectively, EquiPower)	Donna Poresky Senior Vice President and General Counsel EquiPower Resources Corp. 100 Constitution Plaza, 10 th Floor Hartford, CT 06103 (860) 656-0814 DPoresky@eqpwr.com
	<input checked="" type="checkbox"/> U.S. Mail		Jim Ginnetti EquiPower Resources Corp. 100 Constitution Plaza, 10 th Floor Hartford, CT 06103 jginnetti@eqpwr.com
	<input checked="" type="checkbox"/> E- Mail		David W. Bogan, Esq. Kenneth C. Baldwin, Esq. Robinson & Cole LLP 280 Trumbull Street Hartford, CT 06103 (860) 275-8200 (860) 275-8299 – fax dbogan@rc.com kbaldwin@rc.com
Party (granted 03/15/12)	<input checked="" type="checkbox"/> E- Mail	The United Illuminating Company (UI)	Bruce L. McDermott, Esq. UIL Holdings Corporation 157 Church Street P.O. Box 1564 New Haven, CT 06506-0901 (203) 499-2422 (203) 499-3664 Bruce.mcdermott@uinet.com
	<input checked="" type="checkbox"/> U.S. Mail		John J. Prete The United Illuminating Company 157 Church Street New Haven, CT 06506-0901 (203) 499-3701 (230) 499-3728 – fax uieregulatory@uinet.com

Status Granted	Document Service	Status Holder (name, address & phone number)	Representative (name, address & phone number)
Party (granted 04/12/12)	<input checked="" type="checkbox"/> U.S. Mail	Richard Civie 43 Main Street East Haven, CT 06512 (203) 795-3604 Kccasey3@hotmail.com	
Party (granted 04/12/12)	<input checked="" type="checkbox"/> U.S. Mail	Edward Hill Bullard 42 Shuba Lane Chaplin, CT 06235 (860) 455-0003 Hbull39@hotmail.com	
Party (granted 04/26/12)	<input checked="" type="checkbox"/> U.S. Mail	The Office of Consumer Counsel	Elin Swanson Katz Consumer Counsel Ten Franklin Square New Britain, CT 06051 Elin.katz@ct.gov Victoria Hackett Staff Attorney III Office of Consumer Counsel Ten Franklin Square New Britain, CT 06051 Victoria.hackett@ct.gov
Party (granted 04/26/12)	<input checked="" type="checkbox"/> U.S. Mail	Richard Cheney and the Highland Ridge Golf Range, LLC (Highland Ridge)	Eric Knapp, Esq. Branse, Willis & Knapp, LLC 148 Eastern Boulevard, Suite 301 Glastonbury, CT 06033 (860) 659-3735 (860) 659-9368 fax eknapp@bransewillis.com
Party (if granted 06/07/12)	<input checked="" type="checkbox"/> E- Mail	Mount Hope Montessori School, Inc.	Keith R. Ainsworth, Esq. Evans Feldman & Ainsworth, L.L.C. 261 Bradley Street P.O. Box 1694 New Haven, CT 06507-1694 (203) 772-4900 (203) 782-1356 fax krainsworth@snet.net

Status Granted	Document Service	Status Holder (name, address & phone number)	Representative (name, address & phone number)
<p>Party (if granted 06/07/12)</p>	<p><input checked="" type="checkbox"/> E-Mail</p>	<p>Mount Hope Montessori School, Inc. continued....</p>	<p>Adam N. Rabinowitz, Board Chair Mount Hope Montessori School P.O. Box 267 Mansfield Center, CT 06250 adam@rabinowitzfamily.com</p>

