

SETTLEMENT AGREEMENT

THIS AGREEMENT, which is dated July 1, 1981, is made between THE CONNECTICUT LIGHT AND POWER COMPANY (CL&P) and THE HARTFORD ELECTRIC LIGHT COMPANY (HELCO), both Connecticut corporations (referred to collectively as the "utilities"), on the one hand; and on the other hand, parties who this Agreement collectively describes as the "intervenors", who are: THE CONNECTICUT VALLEY ACTION COMMITTEE, INC., a Connecticut corporation; THE TOWN OF EAST HADDAM, a municipal corporation in Connecticut; THE EAST ROCK NEIGHBORHOOD ASSOCIATION, INC., a Connecticut not for profit corporation; THE CITY OF MIDDLETOWN, a municipal corporation in Connecticut; and THE CONNECTICUT RIVER WATERSHED COUNCIL, INC., a Massachusetts not for profit corporation. The purpose of this Agreement is to promote the termination of lengthy, complex, and expensive administrative and judicial proceedings stemming from a controversy of fifteen years standing, concerning the status of three overhead transmission line crossings on the Connecticut River, and to terminate the controversy in a manner which reconciles the public interest in the quality of the environment, and the ecological, scenic, historic and recreational values of the State with the public interest in adequate and reliable public utility services at the lowest reasonable cost to consumers.

A. R E C I T A L S :

1. The three overhead transmission line crossings of the Connecticut River to which this Agreement relates are:

a. The CL&P "Haddam" crossing, which consists of one 345-kV circuit and one 115-kV circuit, crossing the Connecticut River between Haddam and East Haddam;

b. The HELCO "Scovill Rock" crossing, which consists of two 345-kV circuits and one 115-kV circuit, crossing the river between Middletown and East Hampton, just up river from the Middletown/Haddam town line; and

c. The HELCO "Bodkin Rock" crossing, which consists of a single 345-kV circuit, crossing between Portland and Middletown, approximately four miles down river from the Middletown bridge.

2. In 1966, when the long history of controversies which this Agreement is designed to settle started, the Haddam crossing (first constructed in 1928 and subsequently improved) consisted of two 115-kV circuits; the Scovill Rock crossing consisted of a single 115-kV line circuit; and there was no crossing at Bodkin Rock.

3. In 1966 HELCO applied to the Public Utilities Commission (PUC) and to the Water Resources Commission (WRC) for permission to construct the Bodkin Rock crossing, and to enlarge the Scovill Rock crossing to accommodate two 345-kV circuits, for the stated purpose of fulfilling a need to bring power from the Connecticut Yankee Power Plant, (then under construction) to the load centers west of the river; and to fulfill the future need for transporting power from the first

nuclear unit at Millstone Point, which would be completed in 1968.

4. Certain of the intervenors opposed these applications, and urged the WRC and the PUC to require that the Bodkin Rock and Scovill Rock crossings be constructed underground, in order to minimize the crossings' negative impact on the scenic values of the river and its immediate environs.

5. Both the PUC and the WRC held extensive hearings concerning the Scovill Rock and Bodkin Rock proposals in 1966; and at the conclusion of these hearings, the PUC ordered that the crossings be constructed overhead; and the WRC issued an approval for their overhead construction which was, however, limited by the following condition:

"2. The overhead transmission lines constructed under this Certificate shall be removed and placed under water at the present location or constructed at some other alternate location within five years from the date of issuance of this Certificate, and the existing overhead crossings adjacent to those proposed shall be removed during the same period."

This condition, which will be referred to as the "1966 undergrounding condition", was imposed to limit the negative impact of the crossing on the river and its immediate environs.

6. After the WRC's ruling, HELCO and the PUC instituted a declaratory judgment action to determine, among other things, whether the WRC had jurisdiction to regulate the location of electric transmission lines, and whether the undergrounding condition was valid. The Superior Court held the condition to

be illegal, and the WRC appealed from this judgment to the Supreme Court. The Supreme Court held in HELCO v. WRC, 162 Conn. 89 (1971) that the PUC's jurisdiction over the portion of the transmission lines which constituted the crossing was not exclusive; that HELCO did require a permit from the WRC approving the location of the overhead river crossing; and that, as it related to the 345-kV lines, the undergrounding condition was valid. The Supreme Court declared the undergrounding condition invalid as it applied to the pre-existing 115-kV line at Scovill Rock.

7. HELCO then constructed the additional overhead circuits at Scovill Rock and Bodkin Rock authorized by the PUC and WRC rulings.

8. In 1971 the legislature abolished the WRC and transferred its power to the Commissioner of Environmental Protection ("the Commissioner") (Public Act 71-872).

9. In 1971 the legislature also enacted the Public Utility Environmental Standards Act (P.A. 71-575), which established the Power Facility Evaluation Council (PFEC) and conferred upon it jurisdiction to certify transmission line construction commenced after April 1, 1972. The utilities claim (and the intervenors contest) that in 1973 the legislature made this jurisdiction "exclusive", and also made clear that such jurisdiction included the "modification" of existing facilities after April 1, 1972, regardless of when the facility was constructed (P.A. 73-458).

10. In 1972 HELCO applied to the Commissioner for amendment of the WRC Certificate to eliminate the 1966 undergrounding condition, and also applied pursuant to § 4-176 of the Administrative Procedure Act for a declaratory ruling interpreting aspects of the condition.

11. Also in 1972, CL&P applied to the Commissioner for permission to reconstruct the Haddam crossing, as it then existed, to accommodate the higher voltage circuits which now cross the river at this location.

12. Certain of the intervenors opposed both applications, and urged that all of the crossings should be reconstructed under the river.

13. Lengthy hearings on both the HELCO and CL&P applications were conducted by a hearing examiner appointed by the Commissioner.

14. On June 29, 1973, the Commissioner issued a "Decision and Order" which (a) denied HELCO's application for revocation of the 1966 undergrounding condition, but continued the 1966 certificate for five years from June 29, 1973, on condition that HELCO take specified actions by specified dates within that period to prepare for the undergrounding or relocation of the 345-kV lines; (b) required that the 345-kV lines at Scovill Rock be reconstructed under the river, and that the Bodkin Rock crossing be removed and reconstructed at another location known as Paper Rock; and (c) approved CL&P's petition to reconstruct the Haddam crossing, but limited the

permission to maintain the lines overhead for a period of five years, and required CL&P to plan an underground crossing at Haddam, and to seek certification to construct that underground crossing at the conclusion of that five year period.

15. HELCO and CL&P appealed from the Commissioner's decision and order to the Superior Court. These appeals were consolidated and argued before Bieluch, J., at length in 1974. Both appeals involved many complex issues and arguments concerning the jurisdiction of the Commissioner, particularly as it related to the exclusive jurisdiction of PFEC.

16. After the hearings before Judge Bieluch, the parties to the HELCO appeal, including the Commissioner, negotiated an agreement intended to settle that appeal, but not the CL&P appeal. This agreement was embodied in a certain "Stipulation and Agreement" dated March 12, 1976, which was adopted by the Commissioner as an amendment to his earlier orders. By the terms of the agreement, HELCO was permitted to maintain the overhead lines at Bodkin Rock, and was required to take specific steps to plan and construct an underground crossing at Scovill Rock for the two 345-kV circuits and the 115-kV circuit located there. The length of the underground crossing that HELCO agreed to construct in the Stipulation and Agreement was substantially shorter than that ordered by the undergrounding condition in the 1966 Certificate, as modified by the decision and order of June, 1973, and was thus believed

to be less expensive to construct than that ordered by the Commissioner. The Stipulation and Agreement also provided that the technology used for the underground crossing would be that of intensively forced cooled pipe type cable, then believed to provide the most efficient and least expensive technical solution to underground reconstruction of the crossing.

17. The Stipulation and Agreement further made provision for HELCO to "apply to such state and federal agencies for such other approvals, permits, certificates or authorizations for such construction and reconstruction as HELCO shall deem necessary or proper" and required HELCO to "thereafter diligently prosecute such applications".

18. The Stipulation and Agreement also provided that if "complete authorization" from all agencies having jurisdiction did not occur, then the Commissioner could declare the stipulation void, requiring the appeal to the Superior Court to be decided.

19. Having prepared plans for a crossing at Scovill Rock using intensively forced cooled pipe cable, in sufficient detail to support an application for a Certificate of Environmental Compatibility and Public Need, HELCO applied to PFEC for such a Certificate in 1976, initiating the proceeding known as PFEC Docket 10.

20. PFEC dismissed HELCO's Docket 10 application insofar as it related to the 345-kV lines on the ground that PFEC lacked jurisdiction to consider it, but accepted jurisdiction of the application insofar as it pertained to the 115-kV line.

21. From the dismissal of its application in PFEC Docket 10, HELCO appealed to the Superior Court.

22. While the appeal from the Docket 10 dismissal was pending in the Superior Court, Judge Bieluch, in 1978, rendered a decision in the CL&P appeal, which had been argued before him in 1974. In this decision, he ruled in favor of CL&P's position that, although the Commissioner had the power to limit the overhead permit for the Haddam crossing to a period of five years, he had no jurisdiction to order a particular disposition of that crossing at the conclusion of the five year period, because such an order invaded the exclusive jurisdiction of PFEC.

23. On motion of certain of the intervenors, Judge Bieluch's decision was set aside, as having been rendered beyond the period of time required by statute for decisions to be issued. CL&P appealed from the granting of this motion to set aside to the Supreme Court, which approved the trial court's judgment. (CL&P v. Costle, ___ Conn. ___; 41 Conn. L.J. No. 27, January 1, 1980, p. 10)

24. Accordingly, the Supreme Court remanded the CL&P appeal to the Superior Court where it now remains; and but for the settlement contemplated by this Agreement, that case must be further litigated.

25. In 1980, the Superior Court sustained HELCO's appeal from the dismissal of its Docket 10 application,

thereby allowing further proceedings before PFEC, which are now pending. (No. 007478, HELCO v. PFEC, Superior Court, County of Middlesex, Memorandum of Decision by Satter, J.)

26. It is HELCO's position (which the intervenors contest) that, during the period between PFEC's dismissal of its Docket 10 application, and Judge Satter's decision sustaining HELCO's appeal from that dismissal, experience in the industry and technical literature shed substantial doubt upon the reliability of the intensively forced cooled pipe type technology contemplated for the Scovill Rock crossing; and HELCO accordingly determined that the only acceptable method for undergrounding at Scovill Rock would be that of self contained cable.

27. Accordingly, HELCO negotiated with the Commissioner and with those intervenors who were parties to the Stipulation and Agreement, to obtain an amendment permitting a new PFEC application to propose use of the self cooled cable method, a technology different than that specified by the Stipulation and Agreement.

28. Thereafter, on December 5, 1980, HELCO applied to PFEC for approval of the underground crossing contemplated by the Stipulation and Agreement, as amended.

29. Hearings on HELCO's application in Docket 19 were held on eight days in January and March of 1981, and post hearing briefs and reply briefs have been submitted to PFEC. The PFEC decision on the application is due by October

4, 1981, and may be rendered before then. There is a substantial probability that, in the absence of the settlement contemplated by this Agreement, the decision of PFEC in Docket 19 will result in an appeal by one or more parties, and in further litigation.

30. The cost of the underground crossing at Scovill Rock estimated in HELCO's application in Docket 19 is \$26,460,000; and HELCO's estimate of the carrying cost for the capital expenditure necessary to construct the underground crossing, expressed as an "annual level premium" is \$5,500,000 per year. (The intervenors contest the accuracy of these cost estimates.)

31. HELCO's position in the proceedings before PFEC on Docket 19 is that, because of the extremely high cost of the crossing, PFEC should not grant its application to underground. Although HELCO claims that it may take this position, consistent with its obligations to diligently prosecute its applications for all required certifications, the intervenors claim that, by doing so, HELCO has breached the Stipulation and Agreement. Accordingly, in the absence of the overall settlement contemplated by this Agreement, further litigation concerning this claimed breach of the Agreement is probable.

32. HELCO also contends in Docket 19 that there are substantial negative environmental impacts from undergrounding, which were not recognized when the earlier decisions regarding undergrounding were made, most importantly including possible

impacts on fisheries, such as the Atlantic salmon, which has been re-established in the Connecticut River since the Stipulation and Agreement was signed. HELCO also claims that certain negative aesthetic impacts of undergrounding were not adequately recognized in prior proceedings. HELCO claims its positions are substantially supported by comments submitted to PFEC in Docket 19 by the Department of Environmental Protection. The intervenors dispute these positions.

33. One of the alternatives to undergrounding investigated in the course of the Docket 19 proceeding was the overhead reconstruction of the existing Scovill Rock crossing, substituting a simple H frame tower for each of the existing six lattice crossing towers which, with the use of special high tension cable, would allow a significant reduction of the bulk and height of each tower, and would substantially improve the appearance of the crossing. This alternative has been referred to as Alternative "C-3" in the PFEC Docket 19 hearings and is more particularly described in the responses to PFEC questions 8 and 50 in Docket 19. HELCO estimates the cost of this construction as \$1,900,000 in 1982 dollars.

34. The parties desire to terminate all of the pending and possible future controversies concerning the status of the three crossings, and to assist in the preservation of the scenic values along the Connecticut River in the areas impacted by the crossing; to improve the land along the river for public recreational use; to avoid any negative effects

associated with undergrounding; and to relieve the CL&P and HELCO ratepayers of the costs attendant to undergrounding.

35. The parties have concluded that these purposes will be served by the achievement of the following objectives of this Settlement Agreement:

1. HELCO's reconstruction of the Scovill Rock crossing in accordance with Alternative C-3;
2. Elimination of all presently existing conditions on the overhead permits for all three crossings;
3. A joint payment by HELCO and CL&P in the amount of \$1,250,000, for the purposes of preserving the scenic values of the Connecticut River and land along it, and of making improvements to such land for public recreational use.

36. Accordingly, the parties have agreed as follows:

B. A G R E E M E N T :

1. Immediately upon execution of this Agreement, the parties shall jointly inform PFEC that they are attempting to resolve underlying controversies between them which have been explored in the hearings on Docket 19, as well as other related controversies; that the parties may soon be in a position to assist PFEC in narrowing the issues for a decision before it; and that it would be in the public interest to delay any decision on HELCO's application until the statutory deadline of October 4.

2. Immediately upon the execution of this Agreement, HELCO and CL&P shall apply to the Department of Public Utility Control (DPUC) for a ruling that this Agreement and the expenditures it requires of CL&P and HELCO are prudent, and in the best interests of its rate payers.

3. The intervenors will support the utilities' petition to the DPUC for this ruling; will submit written statements of support, asking that the petition be granted; and will, if requested, appear by counsel at any hearing which the DPUC may hold in connection with the petition, and urge its approval at such hearing.

4. Immediately upon the issuance by the DPUC of a ruling that this Agreement and the expenditures it requires of CL&P and HELCO are prudent and in the best interests of their ratepayers, the utilities shall deliver to Peter B. Cooper, Esq., a duly executed bank letter of credit, issued by a bank authorized to do business in the State of Connecticut. In this letter of credit, the bank shall engage to honor a draft drawn by Peter B. Cooper, Esq. in favor of the Connecticut River Gateway Commission in the amount of \$1,000,000, and a draft drawn by him in the amount of \$250,000 in favor of the Connecticut River Trust, (a trust to be created as described in Paragraph 6 of this Agreement). This letter of credit will be conditioned only upon receipt of a certification together with the drafts, stating that the administrative approvals specified

in this Agreement have "finally occurred" (as defined in Paragraph 9 of this Agreement). This certification, to be effective must be executed by both Mr. Cooper and Anthony M. Fitzgerald, Esq. However, if Mr. Cooper shall be incapacitated or otherwise unable to act, then the certification may be executed by Julian Rosenberg, Esq. or Francis O'Neill, Esq., in his stead; and if Mr. Fitzgerald shall be incapacitated or otherwise unable to act, the Agreement may be executed in his stead by any member of the law firm of Carmody & Torrance.

5. Immediately upon execution of this Agreement, the utilities shall apply to the Department of Environmental Protection to remove the limitations on the overhead permits at all three crossing locations. The petition seeking this relief shall expressly stipulate that the DEP order removing the conditions shall become effective only if (a) the DPUC issues the ruling described in Paragraph 2; (b) PFEC issues a Certificate for the construction of Alternative C-3 in Docket 19; (c) HELCO actually reconstructs the crossing in accordance with the Certificate and (d) PFEC approves the construction as being in accordance with the Certificate by "closing the file" on Docket 19. The intervenors shall actively support this application by the submission by written statements and, if requested, by appearances of counsel.

6. Prior to the issuance of the letter of credit, NU will create a trust, to be known as "The Connecticut River Trust", the initial trustees of which will be those persons

then occupying the offices of: Mayor of the City of Middletown; President of HELCO; and President of Wesleyan University. The trustees to succeed these three initial trustees shall be those individuals who from time to time succeed to the Office of Mayor of the City of Middletown and those individuals appointed from time to time by the Board of Trustees of Northeast Utilities and the corporation of Wesleyan University, respectively. Successor trustees may be appointed by the Board of Trustees of Northeast Utilities and the corporation of Wesleyan University at any time and need not occupy the offices of the initial trustees, provided that any trustee appointed by Wesleyan shall be independent of both Northeast Utilities and its subsidiaries, and of the City of Middletown. Decisions of the trustees may be made by majority vote. The powers of the trustees shall be limited to making restricted gifts of the principal and interest of the trust fund to municipalities, to the State of Connecticut and its subdivisions, or to charitable corporations dedicated to environmental preservation or the advancement of public recreation. The restriction on any such gift shall be that any funds so donated shall be used solely for projects specifically approved by the trustees, which projects will assist in (a) the preservation and improvement of the Connecticut River; or (b) the preservation of the scenic values of the river, its banks and adjoining uplands on both sides of the river, along its portion between the northern border of the Connecticut River Gateway

Zone and the Middletown/Cromwell town line, as extended across the river; or (c) the improvement of such portions of the banks and uplands of the river for purposes of recreation of the general public. The trust instrument shall further provide, by way of example, but not by way of limitation, that the type of projects which the trustees may fund shall include municipal acquisition of land along the river to be dedicated as park land, and the improvement of municipally owned land for the purpose of providing boat launching or marina areas. The trustees shall be directed to seek to expend the entire principal and interest of the trust fund to support qualifying projects, as speedily as is prudent, and the trust shall terminate when all such funds have been expended.

7. If DPUC shall grant the utilities' application described in Paragraph 2 and the DEP shall grant the utilities' petition to remove the conditions on the overhead permits subject to the condition specified in Paragraph 5 hereof, the parties shall then jointly request PFEC and the United States Army Corps of Engineers (ACE) to approve overhead reconstruction of the Scovill Rock crossing in accordance with Alternative C-3 in Docket 19.

8. All parties agree not to appeal from or otherwise contest the administrative actions described in Paragraphs 2, 5, and 7 above. All parties agree to use their best and positive efforts to give effect to this settlement.

9. The four administrative approvals described in Paragraphs 2, 5 and 7 shall have "finally occurred" when the specified approvals have been issued by each such agency, and the statutory appeal period from each such action has expired, with no appeal having been taken by anyone; or if any such appeal is taken, when all appeals have been finally and conclusively resolved by an order affirming the issuance of the approval. Upon such final occurrence of all four administrative approvals, Mr. Cooper and Mr. Fitzgerald (or their alternates specified in Paragraph 4) shall certify to the bank issuing the letter of credit that the conditions precedent to the bank's obligation have occurred. Such certification shall not be unreasonably withheld.

10. Upon receipt of the bank's checks in the amount of \$1,000,000, payable to the Connecticut River Gateway Commission, and in the amount of \$250,000 payable to The Connecticut River Trust, Mr. Cooper or his alternate shall obtain from Mr. Fitzgerald or his alternate cover letters from the utilities, addressed to the payees of the checks, and shall deliver them to the payees together with the checks. These letters shall set forth the terms and conditions on which the gifts are made, as follows:

(a) As to the Connecticut River Gateway Commission:

The entire principal of this gift, and any income accruing to it, shall be used for the purposes of Chapter 477(a) of the General Statutes, in accordance with § 25-102(e) of the General Statutes, particularly

"shall be used for the purposes of this Chapter"

including the acquisition of land and water interests in accordance with § 25-102(f) of the General Statutes.

(b) As to the Connecticut River Trust:

The entire principal of this gift, and any income accruing to it, shall be used to fund restricted gifts in accordance with a certain trust agreement known as "The Connecticut River Trust" dated

11. If, as of September 21, 1981, the administrative approvals of the DPUC and DEP contemplated by Paragraphs 2 and 5 have not been issued, or if by October 5, 1981, the administrative approval of the PFEC contemplated by Paragraph 7 has not been issued, this Agreement, except as otherwise stated, shall be of no force and effect; the letter of credit, if it has been issued, shall be cancelled; and all parties shall be free to pursue their legal remedies to the same extent as if they had never entered into this Agreement. If the foregoing three administrative approvals have been issued by the dates specified in the preceding sentence, but they have not become final as described in Paragraph 8, or if by October 5, 1981, the ACE approval has not been issued or become final, this Agreement and the letter of credit shall continue in force until the final occurrence of all four approvals. However, if any of the four administrative approvals is finally ^{9?} overturned, this Agreement and the letter of credit shall be cancelled and shall be of no force and effect. *C. Carlson* *situation*

12. This Agreement has been executed in seven counterparts, each of which shall have the force of an original.

To facilitate execution of this Agreement, each party has executed separate signature pages, and counsel for the respective parties have been authorized to attach the relevant pages to the counterpart copies of the Agreement when all parties have signed.

[Signature]
Julian T. Rosbury

CONNECTICUT VALLEY ACTION COMMITTEE, (C. 5)
INC.
By *[Signature]*
Its Treasurer

STATE OF CONNECTICUT)
COUNTY OF MIDDLESEX) ss:

July 9th, 1981

The foregoing instrument was acknowledged before me this *9th* day of July, 1981, by Edith M. Sibley, the Treasurer, of CONNECTICUT VALLEY ACTION COMMITTEE, INC.

Julian T. Rosbury
Commissioner of the Superior Court

To facilitate execution of this Agreement, each party has executed separate signature pages, and counsel for the respective parties have been authorized to attach the relevant pages to the counterpart copies of the Agreement when all parties have signed.

Cynthia A. Carroll

THE CONNECTICUT LIGHT AND POWER COMPANY

Richard A. Sederman

By William B. Ellis

Its President

STATE OF CONNECTICUT)
) SS:
COUNTY OF HARTFORD)

July 8, 1981

The foregoing instrument was acknowledged before me this 8th day of July, 1981, by William B. Ellis, the President, of THE CONNECTICUT LIGHT AND POWER COMPANY, on behalf of the company.

William B. Ellis

Commissioner of the Superior Court

To facilitate execution of this Agreement, each party has executed separate signature pages, and counsel for the respective parties have been authorized to attach the relevant pages to the counterpart copies of the Agreement when all parties have signed.

Marion L. Magner
Marion L. Magner

CITY OF MIDDLETOWN

Dana Cochran
Dana Cochran

By Michael J. Cubeta, Jr.
Michael J. Cubeta, Jr.
Its Mayor

STATE OF CONNECTICUT)
COUNTY OF Middlesex)

ss: Middletown

July 9 , 1981

The foregoing instrument was acknowledged before me this 9th day of July , 1981, by Michael J. Cubeta, Jr. the Mayor , of the CITY OF MIDDLETOWN.

Marion L. Magner
Marion L. Magner
Notary Public
My Commission Expires: 4/1/86

To facilitate execution of this Agreement, each party has executed separate signature pages, and counsel for the respective parties have been authorized to attach the relevant pages to the counterpart copies of the Agreement when all parties have signed.

Walter G. Holmstedt
Julian D. Cosby

TOWN OF EAST HADDAM

By D. J. Ferrary
Its 1st Selectman

STATE OF CONNECTICUT)
COUNTY OF Middlebury)

ss:

July 8, 1981

The foregoing instrument was acknowledged before me this 8 day of July, 1981, by Douglas J. Ferrary, the First Selectman, of the TOWN OF EAST HADDAM.

Julian D. Cosby
Commissioner of the Superior Court

To facilitate execution of this Agreement, each party has executed separate signature pages, and counsel for the respective parties have been authorized to attach the relevant pages to the counterpart copies of the Agreement when all parties have signed.

John B. Lopez

THE CONNECTICUT RIVER WATERSHED COUNCIL,
INC.

Sue Ellen Panitch

BY Sue Ellen Panitch
Its Chairman

COMMONWEALTH OF MASSACHUSETTS
~~STATE OF CONNECTICUT~~
COUNTY OF HAMPDEN)

ss: July 8 , 1981

The foregoing instrument was acknowledged before me this 8th day of July , 1981, by Sue Ellen Panitch the Chairman , of CONNECTICUT RIVER WATERSHED COUNCIL, INC.

Mary L. Burgess
My Commission Expires
January 9, 1987

To facilitate execution of this Agreement, each party has executed separate signature pages, and counsel for the respective parties have been authorized to attach the relevant pages to the counterpart copies of the Agreement when all parties have signed.

[Signature]

EAST ROCK NEIGHBORHOOD ASSOCIATION,
INC.

[Signature]

By [Signature]
Its President

STATE OF CONNECTICUT)
COUNTY OF NEW HAVEN) ss:

July 9, 1981

The foregoing instrument was acknowledged before me this 9th day of July, 1981, by HOLMES M. BROWN II, the PRESIDENT, of EAST ROCK NEIGHBORHOOD ASSOCIATION, INC.

[Signature]

My Commission Expires March 31, 1985