

**Waste Water Agreement
between
The City of Brockton
and
Stonehill College**

December 1, 2015

Introduction

On February 8, 1967, the City of Brockton (the "City") and the Town of Easton (the "Town") entered into an agreement by which the Town allowed the City to lay and maintain a sewer line across the Town boundary line and the City allowed a sewer line to enter the Town and connect Stonehill College (the "College") to the City sewer system. On March 3, 1967, the College and the Town executed an agreement by which the College agreed to indemnify the Town for any amounts assessed to Easton based on the February 8, 1967 agreement. On April 21, 1981, the City and the Town amended the rate structure of the February 8, 1967 agreement and on March 21, 1981, the College renewed its indemnity agreement with the Town. On January 30, 1986, the City and the Town again amended the rate structure. On September 1, 1996, the City and the College entered into an agreement by which the City and the College directly contracted with each other with respect to the establishment and payment of sewer use charges. The 1996 agreement also settled an existing dispute between the City and the College concerning prevailing rates.

The City and the College now desire to enter into a new agreement which shall replace and supersede all prior agreements between the parties.

In consideration of the mutual promises and agreements contained herein, and for other valuable consideration, the receipt of which is hereby acknowledged by the parties, the City and the College agree as follows:

Terms and Conditions

1. This Agreement shall commence January 1, 2016 and end on December 31, 2035.
2. The City shall allow the continued connection of all existing sewer lines which benefit the College that cross the boundary lines of the Town and the City, including all lines which directly benefit the College or provide indirect benefit to the College based on its affiliation with the Congregation of Holy Cross.
3. The College shall be solely responsible for all costs associated with the laying out of sewer pipes which benefit the College, including, but not limited to, costs and expenses relating to construction, repair, maintenance, and connecting the sewer outlet of the College to the common sewerage system of the City. Such construction, repair, and maintenance will be accomplished in a manner and workmanship consistent with the standards utilized by the City and consistent with federal, state, and local law. The College shall be responsible for all pipes located on the College's property and to the extent permitted, all pipes located within the Town. Stonehill agrees to comply with all applicable National Pollutant Discharge Elimination System (NPDES) permit provisions relative to

Inflow and Infiltration (I & I) standards and upgrades. The City shall be responsible for all pipes located within the boundaries of the City.

4. Any and all new sewer lines and/or connections must be approved by the City, which approval shall not be unreasonably withheld provided said infrastructure comports with local, state and federal regulations. The College shall be charged a reasonable connection fee at the fee rate applicable to other users residing in the City. Sewer charges for new connections shall be at the same rates established in paragraphs 7-9 herein, based on the category of use.
5. The College shall notify the City of any and all new or additional water meters other than those existing water meters as shown on Exhibit B attached hereto and incorporated herein (the "Existing Meters"), indicating whether these new meters will result in discharge into the City's sewer system.
6. The College shall ensure prompt submission to the City of the College's water usage bills provided by the Town. The City agrees to use such water usage bills to calculate gallons of sewer disposal into the City's sewer system. Sewer disposal shall be converted from gallons to cubic feet and charged in accordance with the block rate formulas described in paragraphs 7-9 below.
7. The College agrees that in calculating the College's sewer charges, the City will apply different formulas to Residence Halls and Non-Residence Halls. For the purposes of this agreement a Residence Hall is defined as any building or structure the College uses to house individuals participating in any program offered by the College. For the purposes of this agreement a Non-Residence Hall is defined as any building or structure maintained by the College, but not used by the College to house individuals participating in any program offered by the College.
8. Effective January 1, 2016, Sewer disposal shall be calculated based on water usage bills for the Existing Meters and applied to the block rates fixed by the Brockton City Ordinances, as amended from time to time (the "Block Rates"), as follows:
 - a. For all Residence Halls, the Block Rates shall be applied separately to each water usage bill generated from the Existing Meters, which meters are identified as Residence Hall Meters on Exhibit B attached hereto and incorporated herein. A separate bill for each Residence Hall Meter shall be issued by the City.
 - b. For all Non-Residence Halls, the water usage bills shall be aggregated, and thereafter, the Block Rates shall be applied to these aggregated readings of the Existing Meters, which meters are identified as Non-Residence Hall Meters on Exhibit B attached hereto and incorporated herein.
9. Effective January 1, 2016, the following out-of-district surcharges shall apply:
 - a. For all Residence Halls, a sum equal to 7.5% of the Block Rate charges shall be added to each bill.
 - b. For all Non-Residence Halls, a sum equal to 7.5% of the Block Rate charges shall be added to the aggregated bill.
10. The College's bills may be based on the Block Rates provided that such Block Rates as so adopted from time to time shall be applicable to all users residing in the City and shall not be applicable

exclusively to the College and provided further that if the City shall ever establish or designate separate residential and commercial rates, the residential rate shall be applied to all Residence Halls. Further, the College shall be billed at the same frequency as users residing within the City.

11. The City shall be entitled to interest for late payment of any bills not in dispute. Interest shall be paid at the same rate applicable to all users residing in the City. In the event of a monetary dispute, the College may withhold payment of only those amounts in dispute. In the event of a billing dispute, the parties agree to work together to resolve the dispute. If after 60 days a resolution cannot be reached between the parties, the parties agree to submit their dispute to binding arbitration before a single arbiter under the rules of the American Arbitration Association with each party bearing its costs and attorneys' fees.
12. In further consideration of this Agreement, the College agrees to provide scholarships to Brockton High School graduates residing in the City who are accepted to the College, as more further described on the Scholarship Agreement attached hereto as Exhibit A and incorporated by reference.
13. Nothing in this Agreement shall limit the College's ability to take any and all steps necessary to create improvements, or operational or environmental efficiencies, which could reduce the utilization of its connections to the City's sewage system.
14. Any notice required under this Agreement shall be sent by certified United States Mail, return receipt requested.

If to the City:

Mayor
Brockton City Hall
45 School Street
Brockton, MA 02301

with copy to:

City Solicitor
Brockton City Hall
45 School Street
Brockton, MA 02301

If to the College:

Jeanne M. Finlayson, Treasurer
Stonehill College
320 Washington Street
Easton, MA 02357

with copy to:

Thomas V. Flynn, General Counsel
Stonehill College
320 Washington Street
Easton, MA 02357

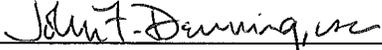
15. This Agreement represents the entire agreement and understanding between the parties and shall replace and supersede the agreement between the City and the College dated September 1, 1996.
16. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
17. This Agreement shall be executed in duplicate to take effect as a sealed instrument, and each copy thereof shall be deemed an original.

Signed as a sealed instrument as of this first date written above.

For the City of Brockton:

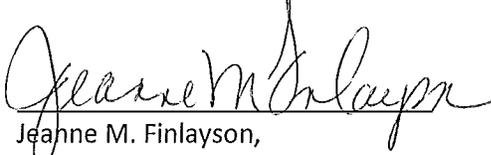
For Stonehill College, Inc.

William Carpenter, Mayor



(Rev.) John F. Denning, C.S.C.,
President

Lawrence Rowley,
Commissioner of Public Works



Jeanne M. Finlayson,
Vice President for Finance and
Treasurer

APPROVED AS TO FORM:

Exhibit A
Scholarship Agreement between the City of Brockton and Stonehill College

The College and the City agree to the following:

1. The College will commit \$150,000 each academic year to academically meritorious and/or financially needy graduate of any high school overseen by the school committee and administration of the Brockton Public Schools (excluding charter schools) or Southeastern Regional Vocational Technical High School graduates who have resided in the City for three (3) consecutive years prior to matriculation, and who have been accepted to the College, in the form of College scholarships and grants, which minimum scholarship or grant shall be \$7,500.
2. Provided the recipient meets the academic and, if applicable, need-based eligibility requirements of the scholarship, as such requirements are set by the College, the scholarship moneys will be guaranteed to the student for up to four academic years.
3. In order to establish the program in its first four years (the "Implementation Period") as a perpetual program, the program will be implemented in stages as follows:
 - a. Year 1: AY2016-2017: a minimum of \$37,500 will be awarded;
 - b. Year 2: AY2017-2018: a minimum of \$37,500 will be awarded as new moneys and a minimum of \$37,500 will be awarded as previously awarded renewable scholarships;
 - c. Year 3: AY2018-2019: a minimum of \$37,500 will be awarded as new moneys and a minimum of \$75,000 will be awarded as previously awarded renewable scholarships;
 - d. Year 4: AY2019-2020 and each and every year thereafter: a minimum of \$37,500 will be awarded as new moneys and a minimum of \$112,500 will be awarded as previously awarded renewable scholarships for a total of \$150,000.

In this way after the Implementation Period the College and the City will be able to ensure for the duration of this Agreement a perpetual program which awards a minimum of \$150,000 in scholarships every year.

4. The minimum commitment of \$150,000 will be adjusted in each year that the College raises its tuition. The scholarship commitment will be increased proportionally to the tuition increase. The College will notify the Brockton Superintendent of Schools of the adjustment.
5. The City shall appoint the Brockton Superintendent of Schools to oversee the scholarship program. The College shall meet annually with the Superintendent to discuss the program and to provide a report on the program. The Superintendent or his or her designee(s) may provide comment and input into the selection of scholarship recipients, but final selection and awarding of any named or unnamed, or endowed or un-endowed, scholarships and grants shall be at the sole discretion of the College, and shall adhere strictly to the College's policies and practices concerning merit-based and need-based financial aid awards, consistent with federal and state law, as applicable.
6. The parties acknowledge that this scholarship program shall not influence, change, or modify the College's admissions practices and will in no way change, lower, or otherwise modify its admissions standards for residents of Brockton.
7. The City and the College agree to use reasonable efforts to promote the existence of the scholarship program with the residents of Brockton.

Exhibit B**Stonehill Sewer Accounts**

<u>Residence Halls</u>	<u>ACCT#:</u>	<u>Non-Residence Halls</u>	<u>ACCT#:</u>
ALDEN-Bradford-Colonial Court	5-0011	ALUMNI HALL	5-0001
AMESBURY-Becket-Commonwealth Court	5-0003	AMES SPORTS COMPLEX	5-0002
BENAGLIA HALL-Pilgrim Heights	5-0004	COLLEGE CENTER	5-0008
BOLAND HALL	5-0005	CUSHING-MARTIN	5-0029
CASCINO HALL-Pilgrim Heights	5-0006	DINING COMMONS	5-0019
CEDARVILLE-Pilgrim Heights	5-0059	DONAHUE	5-0020
CHANDLER-Dunster-Colonial Court	5-0012	DUFFY	5-0021
CHATHAM-Deerfield-Commonwealth Court	5-0007	EDUCATION BUILDING	5-0022
CORR HALL	5-0033	FAMILY MINISTRIES	5-0046
COTUIT-Pilgrim Heights	5-0058	HEMINGWAY THEATRE	5-0026
ENDICOTT-Fanuel-Colonial Court	5-0016	HOLY CROSS CENTER	5-0027
ESSEX-Franklin-Commonwealth Court	5-0023	HOLY CROSS FATHERS	5-0049
FLYNN HALL-Pilgrim Heights	5-0024	HOLY CROSS FATHERS	5-0050
GEORGETOWN-Harwich Commonwealth Court	5-0025	HOLY CROSS FATHERS	5-0051
GOVERNEUR-Hawthorne-Colonial Court	5-0015	MACPHAIDIN LIBRARY	5-0030
HUMAROCK-Pilgrim Heights	5-0057	MARTIN INSTITUTE	5-0032
Ipswich-Jamestown-Kingston-Lowell-Commonwealth Court	5-0028	MERKET TRACY BUILDING	5-0061
IRVING-Jefferson-Colonial Court	5-0014	MY BOTHERS KEEPER	5-0047
KING-Lafayette-Colonial Court	5-0013	Old Student Union	5-0043
MANCHESTER-Nantucket-Commonwealth Court	5-0031	RETREAT HOUSE	5-0048
MANOMET-Pilgrim Heights	5-0056	RETREAT HOUSE	5-0052
Mather-Nowell-Colonial Court	5-0009	RETREAT HOUSE	5-0053
NEW RESIDENT HALL	5-0060	Sewage Control	5-0039
NOTRE DAME DU LAC	5-0034	SHIELDS SCIENCE CENTER	5-0054
O'HARA HALL	5-0035	ST. MARY'S CHAPEL	5-0041
ORLEANS A & B-Commonwealth Court	5-0036	STANGER HALL	5-0042
OTIS A & B-Colonial Court	5-0010		
PHIPPS A & B-Colonial Court	5-0017		
PLYMOUTH A & B-Commonwealth Court	5-0037		
QUINCY A & B-Colonial Court	5-0018		
REHOBOTH A & B-Commonwealth Court	5-0038		
SEABROOK-Pilgrim Heights	5-0055		
SHEEHAN HALL-Pilgrim Heights	5-0040		
SULLIVAN HALL- Pilgrim Heights	5-0044		
VILLA THERESA	5-0045		