

AGREEMENT made as of this 1st day of September, 1996, by and between the City of Brockton, County of Plymouth, Commonwealth of Massachusetts, and Stonehill College, Inc. (formerly known as the Foundation of Our Lady of Holy Cross, Inc.), a charitable, religious and educational corporation duly organized under Chapter 180 of the General Laws (the "College"), and

WHEREAS, on February 8, 1967, the City of Brockton, the College and the Town of Easton entered into a series of agreements (as amended, collectively the "1967 Agreements") in which the City of Brockton agreed to permit the College to connect to the City's sewer system and the College agreed to pay for the cost of constructing the connecting sewer line and agreed to pay for sewer use charges incurred by the College, and the Town of Easton agreed to pay for any sewer use charges not paid by the College, and

WHEREAS, the 1967 Agreements have been amended from time to time, and

WHEREAS, the City of Brockton is agreeable to the College's continued connection to its common sewerage system upon the terms and conditions hereinafter stated, and

WHEREAS, the City of Brockton and the College now wish to continue the operation of the sewer line and further wish to contract directly with each other with respect to the establishment and payment of sewer use charges.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other valuable consideration, the receipt of which is hereby

acknowledged by the respective parties, the City of Brockton and the College do hereby agree and covenant as follows:

1. The City of Brockton agrees and hereby permits the continued connection of the existing sewer line crossing the boundary line of the Town of Easton and the City of Brockton to the common sewer system of the City of Brockton at a point in the City of Brockton as indicated on a plan entitled "Women's Dormitory for Foundation of Our Lady of Holy Cross Inc. Stonehill College - Campus Development Plan," being Drawing Number C-2 dated June 1, 1966, by W. Chester Browne and Associates, Inc., Architects and Engineers; provided, however, that this agreement and permission is made upon the express condition and understanding that the City of Brockton assumes no liability whatsoever for payment of construction, repair and maintenance costs and expenses of laying out such sewer pipes and of connecting the sewer outlet of the College to the common sewerage system of the City of Brockton as described in the aforesaid plan, said costs and expenses to be paid by Stonehill College and said construction, repair and maintenance work to be accomplished upon such terms as shall be approved by the Commissioner of the Department of Public Works of the City of Brockton.

2. Prior to September 1, 1996, the City of Brockton agrees to make charges for sewer usage at Stonehill College based upon readings taken from the magnetic meter at the pumping station located on the College's property at the semi-annual rate of \$1.65 per 100 cubic feet. The City of Brockton and the College hereby agree that as of September 1, 1996, the balance owed by the College for sewer service prior to September 1, 1996 at the

1996
EPC
96
2-9-96

aforesaid rate is \$85,000, and that the College will pay said amount in three equal annual installments of \$28,333.33, without interest, with the first such installment to be paid on September 1, 1997 and continuing on each September 1st thereafter until paid in full.

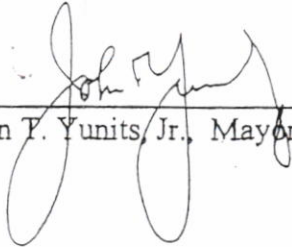
3. Effective as of September 1, 1996, and continuing for one year thereafter the City of Brockton agrees to make charges for sewer usage at Stonehill College based on readings taken from each of the various water meters located on Stonehill College property from time to time at the rate of \$2.25 per 100 cubic feet of water used in each semi-annual period from September 1, 1996 to September 1, 1997; and after September 1, 1997, at the block rates established by Ordinance of the City of Brockton from time to time as applied to each water meter as a separate billing entity, 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 Stonehill and provided further that if the City of Brockton shall ever establish or designate a separate residential rate such residential rate shall be applied to all dormitories located on the Stonehill campus.

4. In the event the terms and conditions of this Agreement shall conflict with any of the terms and conditions of the 1967 Agreements, the terms and conditions of this Agreement shall prevail.


5. This Agreement shall be executed in duplicate to take effect as a sealed instrument, and each copy thereof shall be deemed an original.

In WITNESS, whereof, we have hereunto set our hands and seals the date first above written, as duly authorized.

Approved:

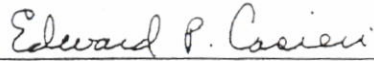


John T. Yunits, Jr., Mayor



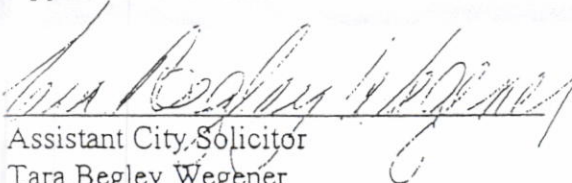
Robert Smith
City of Brockton
Commissioner of Public Works

STONEHILL COLLEGE, INC.

By: 

Edward P. Casieri,
Financial Vice President and Treasurer

Approved as to form:



Assistant City Solicitor
Tara Begley Wegener