

ATTACHMENT A

SANITARY SEWER CONNECTION AGREEMENT

This SANITARY SEWER CONNECTION AGREEMENT (the "Agreement") is entered into as of the _____ day of _____, 2007, by and between the **GLEN HELEN ECOLOGY INSTITUTE**, an operating unit of Antioch University ("Glen Helen") and the **VILLAGE OF YELLOW SPRINGS**, an Ohio municipal corporation ("Village").

WHEREAS, Glen Helen operates the Outdoor Education Center, a non-profit educational facility located in Miami Township, Greene County at 1075 State Route 343, Yellow Springs, Ohio 45387 (the "Facility"); and

WHEREAS, Glen Helen desires to eliminate the on-site septic tanks and leaching systems currently serving the Facility, and

WHEREAS, Glen Helen desires to connect the Facility to the Village sanitary sewer system for treatment and disposal of sanitary wastewater, and

WHEREAS, in order to connect to the Village sanitary sewer system, Glen Helen must install pumping facilities, a force main, a meter pit and other appurtenances (the "Project"); and

WHEREAS, the Facility is located on portions of parcels of land designated by the Greene County Auditor as F16000100140001400 and F16000100140001500, and the Project also transverses Parcel No. F16000100140001300, said parcels all located outside the current corporation limits of the Village of Yellow Springs, and

WHEREAS, the Village has determined that it is in the best interest of the citizens of the Village and the surrounding area to eliminate the potential for environmental contamination of Birch Creek and Yellow Springs Creek from a failure of the on-site systems at the Facility; and

WHEREAS, in order to memorialize the above described arrangement, Glen Helen and the Village desire to set forth their agreement in writing.

NOW THEREFORE, in consideration of the recitals set forth above, the mutual covenants and agreements set forth below, and for other good and valuable consideration to be derived by the parties from the execution of this Agreement, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. REPRESENTATIONS AND WARRANTIES OF THE VILLAGE. The Village hereby represents and warrants to and for the benefit of Glen Helen that:

- (a) the Village will accept sanitary wastewater from the Facility; and
- (b) the Village will provide proper treatment and disposal of the sanitary wastewater in accordance with all applicable State, federal and local laws, rules, regulations, codes and/or resolutions; and
- (c) as long as the Facility lies outside the Village, the Village will apply a surcharge no greater than that charged to any other facility outside the Village; and
- (d) that if the Facility is annexed to the Village in the future, then any surcharge applied for being outside the Village will be discontinued.

2. REPRESENTATIONS AND WARRANTIES OF GLEN HELEN. Glen Helen hereby represents and warrants to and for the benefit of the Village that:

(a) all work for the Project shall be completed in a workman like manner by competent professionals possessing the necessary skill and experience to properly complete such installation;

(b) Glen Helen has obtained, or will obtain, all required environmental and other permits required for the Project; and

(c) all aspects of the Project shall, at the time of completion, conform with all applicable State, federal and/or local laws, rules, regulations, codes, ordinances and/or resolutions; and

(d) Glen Helen will comply with all Village ordinances regarding sewage discharge; and

(e) Glen Helen will not oppose any legislation, which is supported by the Village, to annex the three parcels of land currently designated by the Greene County Auditor as F16000100140001300, F16000100140001400 and F16000100140001500.

3. DESIGN AND INSTALLATION.

(a) Glen Helen shall be responsible for all aspects of designing and installing the Project that will connect the Facility to the Village sanitary sewer system at a manhole west of Xenia Avenue and south of Cemetery Street. Plans for the Project shall be provided to the Village for review and comment at the same time the plans are submitted to Ohio EPA for a Permit-to-Install.

(b) The Project shall include a flow meter located in a meter pit accessible to Village staff for measuring the cumulative flows from the Facility to the Village sewer system. The flow meter shall measure all flows discharged by the Facility but excluding the flows from Clayton House (1039 S.R. 343). The flow from Clayton House will be estimated based on the potable water meter.

(c) The Project shall include completely lining the discharge manhole with a corrosion resistant liner satisfactory to the Village.

(d) The Village shall permit the force main to be directionally drilled under Xenia Avenue (U.S. 68) at a location and in a manner satisfactory to the Village.

4. COSTS.

(a) Glen Helen hereby agrees to bear the entire costs for design, permitting and construction of the Project.

(b) Glen Helen hereby agrees pay the standard sewer connection fee for a 1½-inch water meter as being representative of the amount of wastewater expected to be generated from the Facility. Glen Helen also agrees that the Village's current surcharge rate may be applied by the Village to the standard connection fee.

(c) Glen Helen hereby agrees to pay the Village's standard fixed monthly charge based on a 1½-inch water meter and a variable charge based on the readings on the flow meter to be installed as part of the Project, plus the Village's current surcharge rate on both the fixed and variable charges.

(d) Glen Helen hereby agrees that at such time that the Clayton House, which is currently served with Village water, is connected to the Village sewer system, then Glen Helen will pay all

standard connection charges, and fixed and variable monthly charges as then in force for the Village based on the then installed water meter size, plus the applicable surcharge on both the fixed and variable charges at the surcharge rate then in force.

5. MAINTENANCE.

(a) Glen Helen shall be responsible for maintaining all components of the Project in fully functional condition at no cost to the Village.

(b) In particular Glen Helen shall be responsible for maintaining the flow meter as well as replacing the meter when necessary. Upon request of the Village, Glen Helen shall arrange for the flow meter to be calibrated by a third party vendor certified for calibrating the type and make of flow meter installed.

6. TERM OF AGREEMENT.

(a) This agreement shall terminate only upon agreement of the parties hereto, or

(b) upon annexation of the Facility, in which case the Village shall provide sanitary sewer connection for the Facility under the standard procedures and conditions applied to all facilities within the Village.

7. MISCELLANEOUS.

(a) Notices. Unless otherwise agreed, all notices and other communications required to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand, by facsimile transmission (with receipt confirmed, which confirmation may be mechanical) or one day after being sent by nationally recognized overnight courier, freight prepaid, addressed as follows (or at such other address for which notice is given in the manner provided herein):

If to Glen Helen: 405 Corry Street
Yellow Springs, Ohio 45387
Attn: Executive Director
Fax: (937) 769-1910

If to the Village: Village of Yellow Springs
Bryan Community Center
100 Dayton Street
Yellow Springs, Ohio 45738
Attn: Village Manager
Fax: (937) 767-9281

(b) Entire Agreement. This Agreement, including any exhibits, schedules, or other attachments hereto, constitutes the entire agreement among the parties hereto and supersedes all prior agreements and understandings, oral or written, among the parties hereto with respect to the subject matter hereof.

(c) Assignments Successors, and No "Third Party" Rights. No party to this Agreement may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other parties. Nothing expressed or referred to in the Agreement will be construed to give any person other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to a successor or permitted assignee pursuant to this paragraph.

(d) Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective permitted successors, assigns and transferees.

(e) Time Of Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

(f) Headings; Construction; Exhibits. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof. The use of singular or plural form in this Agreement shall include the other form, and the use of a masculine, feminine or neuter gender shall include all other genders. The Exhibits attached hereto are incorporated by reference herein in their entirety and shall constitute a part of this Agreement for all purposes.

(g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflicts of law doctrine.

(h) Severability/Deemed Amendment. In the event that any provision of this Agreement is found invalid or unenforceable pursuant to a judicial decree or decision of a court of competent jurisdiction, the remaining provisions of this Agreement shall remain valid and enforceable according to their terms.

(i) Execution of Agreement/Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original copy of this Agreement, but all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties, and may be used in lieu of the original Agreement for all purposes.

(j) Waiver, Remedies, Cumulative. No consent or waiver, express or implied, by any party hereto or of any breach or default in the performance by the other party of such other party's obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other party of the same or any other obligations hereunder. The giving of consent or a waiver by any party hereto in any one instance shall not limit or waive the necessity to obtain such party's consent or waiver in any future instance. The rights and remedies of the parties to this Agreement are cumulative and not alternative.

(k) Amendment. No provision in this Agreement shall be amended, modified, waived, changed, terminated, or rescinded, except by a writing signed by an authorized official of each party hereto.

(l) Further Assurances. Each party agrees to execute and deliver, or cause to be executed and delivered, all such other instruments, certificates, and documents, and to take all such other actions necessary to consummate the transactions contemplated hereby.

(m) Effective Date. This agreement shall become effective when authorized by Resolution of Village Council and signed by both parties.

(n) Dispute Resolution. Any disputes regarding this agreement that cannot be resolved amicably by the parties hereto shall be referred to the Utility Dispute Resolution Board for the Village of Yellow Springs.

*[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE TO FOLLOW]*

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

"Glen Helen"

GLEN HELEN ECOLOGY INSTITUTE,
an operating unit of Antioch University.

By: _____
Nick Boutis
Executive Director

"Village"

VILLAGE OF YELLOW SPRINGS,
an Ohio municipal corporation

By: _____
Eric Swansen
Village Manager