

NORTH LONDONDERRY TOWNSHIP AUTHORITY
SEWER EXTENSION AGREEMENT

THIS AGREEMENT, made and executed on this _____ day of _____, _____ by and between the NORTH LONDONDERRY TOWNSHIP AUTHORITY, a body corporate and politic existing by virtue of the laws of the Commonwealth of Pennsylvania, (hereinafter referred to as "Authority"), and

(Name of Developer)

(Contact Person)

Address

Phone Number

Fax Number

WITNESSETH:

WHEREAS, Developer intends and is about to develop a certain tract of land identified as

North Londonderry Township, Lebanon County, Pennsylvania, and requests the Authority to furnish sewage service thereto, which tract, the locations and dimensions of the streets, roads, and alleys therein, and the location of the existing structures and the structure intended to be erected thereon, is therefore designated and described on a final land development plan of

North Londonderry Township, Lebanon County, Pennsylvania, and

WHEREAS, Developer has made application to the Authority for permission to construct, at its own cost and expense and by its own contractors, a sanitary system within the above designated and described tract of land shown on Development Plan and to connect same when completed unto the existing sewage collection system of the Authority. Developer acknowledges that such application is made after having received information from officials of Authority as to the optional methods by which such construction and connection may be accomplished and the relative costs and expenses thereof under the Rules and Regulations of the Authority; and

WHEREAS, the Authority has informed Developer of the required construction requirements as established and set forth in the most recent version of the standard construction materials specification for wastewater collection system, herein, referred to as "Manual" dated 2002 for North Londonderry Township Authority, prepared by the Authority's Consulting Engineer, Developer acknowledges reading the Manual and does agree to fully and completely comply with all the provisions contained therein which shall not, however, in any event modify, waive, limit or otherwise constrict Developer's obligations contained in this Sewer Extension Agreement; and

NOW, THEREFORE, in consideration of the payments and promises hereinafter made, both parties intending to be legally bound hereby, it is mutually agreed as follows:

1. (a) That Developer, at its own cost and expense, will cause to be prepared, by qualified professional engineering personnel, detailed plans and specifications for the proposed extension to the sewer collection system of the Authority.

(b) Such plans and specifications shall be drawn or imprinted upon sheets of dimensions 24" x 36", shall be drawn to a scale no less than 1 inch = 50 ft., and shall incorporate, at a minimum, the same data as required by the current Pennsylvania Department of Environmental Protection Domestic Wastewater Facilities Manual and requirements listed in the Authorities' standard construction specifications.

(c) All such plans, specifications, and Pennsylvania Department of Environmental Protection (DEP) permit application and supporting data shall be supplied to the Authority in at least three (3) counterparts. The DEP permit application shall be prepared by the Developer in the name of the Authority.

(d) The Authority may cause such plans, specifications and permit data to be submitted to the Consulting Engineers then representing the Authority. Such specifications and permit shall be revised or amended, if necessary, until they are unequivocally approved by the Authority as providing for an extension of a type and nature and so planned and to be constructed as to readily become an integral part of the collection system of the Authority.

(e) Promptly upon the Authority's approval as aforesaid, the approved plans, specifications and permit will be submitted by the Authority to DEP requesting approval thereof and the issuance of a Water Quality Management Permit. Upon receipt of said permit and upon compliance by Developer with all applicable local ordinances and regulations, the Authority will notify the Developer that work may be started.

(f) Developer shall be responsible for compliance with all local, state, and federal requirements. All charges, fee and fines in connection with any of these requirements shall be the Developer's responsibility.

(g) Developer shall be responsible for compliance with the Authority's Manual for "Sewer Extension Construction and Material Specification for Wastewater Collection System" which Manual, as hereinbefore stated, shall not waive, limit or otherwise restrict Developer's obligations as contained in this Sewer Extension Agreement or the Authority's Rules and Regulations. Furthermore, this Agreement does not waive, limit or modify the requirements of the Manual or any other appropriate Rules and Regulations of the Authority concerning sewer extensions as may be identified in this Agreement.

2. Developer shall hire and employ and pay its own contractor(s) to construct the extension according to the aforesaid approved plans and specifications, and the Authority, its servants, agents and/or employees shall have no responsibility or liability for payment of any part of the costs or expenses arising out of or relating to said construction or the labor, materials and equipment used thereon or acquiring any right-of-way for the collection lines and the Authority, its servants, agents and employees, shall have no responsibility or liability whatsoever for any injury or damage to any persons or property occurring upon or associated with the construction of the project. Developer shall be responsible for any and all safety measures or procedures required by statute, regulation or good construction practice and Authority, its servants, agents or employees shall have no responsibility therefore. Furthermore, Developer agrees to indemnify and hold harmless Authority, its servants, agents and/or employees from any claim for injury or damage of any nature or kind whatsoever, to include reasonable attorney's fees, brought by any third party, to include Developer's employees or Developer's contractor(s), and their employees, arising from a breach of this Agreement or arising from Developer's breach of the Pennsylvania Department of Environmental Protection and the Domestic Wastewater Facilities Manual, or arising from Developer's breach of the North Londonderry Township Authority Manual for Sewer Extension Construction or from Developer's breach of any other statute, regulation or accepted construction practice.

3. Prior to commencement of any construction, the Developer shall furnish the Authority with financial security to cover all expenses incurred in connection with construction of the system in an amount equal to one hundred ten (110%) percent of the cost of the required improvements, which will be verified by submission of evidence of bona fide bids from any contractor or

contractors chosen by the Developer or, in the absence of such, as established by the Authority's Engineer. The Developer shall post financial security in the form of a cash escrow, as the amount specified above, or in an irrevocable letter of credit or restricted escrow account in an appropriate lending institution, the amount as specified, provided any such irrevocable letter of credit and escrow agreement is satisfactory to and in the form approved by the Authority. If the construction is not completed within one (1) year from the date of posting of such financial security, the amount of financial security may be increased, at the sole discretion of the Authority, by an additional (10%) percent for each one-year period beyond the first anniversary date from the posting of the financial security or to one hundred ten (110%) percent of the cost of completing the required improvements as re-established on or about the expiration of the preceding one-year period. The Developer may from time-to-time request the Authority to release such portions of the financial security necessary for payment to the contractor or contractors performing the work which request shall be in the form governed by the procedures set forth in the Municipal Authorities Act of 1945.

4. Developer will not at any time discharge into the collection system any effluent other than "domestic sewage" (which term is defined to mean "sewage" other than "industrial waste," as those two terms are defined in Section 73.1 of Title 25, Part 1, Subpart C, Article 1, Chapter 763 of the Rules and Regulations of the Department of Environmental Protection of the Commonwealth of Pennsylvania (last revised on January 22, 1983) emanating from the Development without the express written consent of the Authority, which consent shall not be unreasonably withheld or delayed, and without complying with such reasonable conditions as the Authority imposes under its "Rate, Rules and Regulations."

Should the rules, regulations and orders of any governmental body or agency hereafter come into effect which prohibit the Authority from accepting certain types of sewage from the Development, Developer relieves the Authority from any and all responsibility under this Agreement as to the acceptance of such prohibited sewage.

5. Developer agrees to give the Authority ten (10) days written notice of Developer's intention to begin construction of the collection system so that its construction may be properly inspected by the Authority. Any work which has begun before the expiration of such ten (10) day period without the consent of the Authority will not be approved, as well as any improperly constructed work, the existence of which the Authority has notified Developer promptly after the inspection which as disclosed such improper construction. At all times, the sewer contractor shall keep on the construction site, available to the Authority one (1) copy of the Approved Plans and Specifications, any shop drawings approved by the Authority and the Authority's current Manual.

6. During the course of the construction, all materials, workmanship and compliance with the approved plans and specifications shall be subject to the inspection and approval of the Authority. Upon completion of the construction of manholes, mainline and service laterals and prior to connection of any building sewers to the Developer's extension to the collection system of the Authority, the Authority shall certify the satisfactory completion thereof.

7. Promptly upon completion of the extension, the Developer shall:

(a) Prior to release of any Financial Guarantee as may be required under the Rules, Rates and Regulations, cause to be prepared and furnished to the Authority at the expense of the Developer, all information outlined in Section 01300 of the Manual including:

1. Two (2) sets of Record Drawings on paper.
2. One (1) set of Record Drawings on mylar/film.
3. Plan view & profile view. Drawings shall have a horizontal scale of 1" = 50' and a vertical scale of 1" = 5' or 1" = 10'.
4. All sanitary sewer easements clearly identified.
5. Lateral locations by stationing length and depth at service connection from the downstream manhole.
6. Legal description defining the boundary of the sanitary sewer easement.

(b) Prior to release of any Financial Guarantee as required under the Rates, Rules and Regulations, cause to be prepared, executed, acknowledged and delivered to the Authority ready for recording, at the sole expense of the Developer, a Deed of Dedication for the said entire extension project and conveyance of all pipes, manholes, and all its appurtenances, as well as all rights, liberties and privileges appurtenant thereto including rights-of-way over the streets, roads, alleys, other thoroughfares and private lands necessary to the existence and future maintenance thereof. In the event a Deed of Dedication is not offered to the Authority, the Authority shall be entitled to specific performance of the Agreement and the costs of enforcing the Agreement, including reasonable attorney's fees, which shall be paid by the defaulting party and shall be made a part of the Order of the Court in granting specific performance.

(c) Prior to making physical connection of any building sewer to the Developer's collection system extension, Developer shall furnish the Authority with a Maintenance Financial Guarantee, to cover all maintenance expenses incurred in connection with the collection system for the period of eighteen (18) months following acceptance by the Authority of the dedication of such system.

The Maintenance Financial Security shall be in the amount of ten (10%) percent of the cost of construction of such system and shall be in the form approved by the Authority. The Developer shall put up a cash escrow in the amounts, as specified above, or a letter of credit in the amounts as specified above, provided the letter of credit is satisfactory to and in a form approved by the Authority.

(d) Prior to the dedication of any streets to the Township, the Developer shall convey unto the Authority, by an instrument in a form approved by the Authority and at the Developer's

cost, an easement for the laying, relaying, maintenance and repair for the sewer lines in the collection system at their installed locations in the beds of such streets or across the lands of the Development, or both.

8. Upon receipt and recording of said Deed of Dedication, the extension project and all parts and appurtenances thereof as above described shall be, become and remain the sole, absolute and permanent property of the Authority free and clear of any lien, obligation or other liability in favor of the Developer, its successors or assigns, its contractor or contractors, its and their laborers, and material men and any of their creditors, or in favor of any other person or corporation, to the same end and effect as if the Authority had constructed the extension project with its own labor and at its own expense; and thereafter the Authority shall maintain, repair, rebuild and otherwise act toward said extension as its own property and at its own cost and expense and the Developer shall have no further obligation or responsibility thereto except as hereinafter provided. Nothing herein shall be construed to discharge or dilute the contractual obligations of the contractor or contractors of the Developer to guarantee their workmanship and to maintain their ditches and paving for a certain period of time following completion.

9. The Developer agrees to pay the Authority, pursuant to the Rules and Regulations of the Authority, the then current tapping or connection fee for each sewer tap in the Development as indicated in the "Application for Permission to Connect to the North Londonderry Township Authority Sewer System", including any special components of the tapping fee.

10. The Developer also agrees to reimburse the Authority/Township for the Following:

(a) The reasonable charges incurred by the Authority for examination and approval of the plans and specifications as referred to in Paragraph 1 (d) hereof and the possible submission thereof to DEP under Paragraph 1(e).

(b) The fees and charges, if any, paid by the Authority to DEP as referred to in Paragraph 1 (e) hereof;

(c) The expenses and charges of construction observation as referred to in Paragraph 5 hereof; and

(d) All reasonable attorney's fees and the legal fees with regard to the processing and administration of this Authority and/or enforcing adherence and compliance with the Agreement.

11. This Agreement is binding upon the heirs, successors and assigns of the Parties hereto.

12. This Agreement is intended, in part, to further implement the provisions of the Rates, Rules and Regulations adopted by the North Londonderry Township Authority for the maintenance

and operation of the sewer system and the provision of this Agreement shall at all times be subject to said Rules and Regulations.

IN WITNESS WHEREOF, the Authority has caused the within Agreement to be executed in its corporate name over the signature of its Manager, and its corporate seal to be hereunto affixed, duly attested by its Secretary, and Developer has caused same to be executed by its duly authorized representatives all on the day and year first above written.

ATTEST: NORTH LONDONDERRY TOWNSHIP AUTHORITY

_____	By _____
Secretary	Manager
_____	By _____
Witness	Developer

DEED OF EASEMENT AND DEDICATION

THIS INDENTURE, made this _____ day of _____, _____, between _____ (adult individual (s) , residing at _____ (delete if not applicable), a _____ organized and existing under the laws of the State of _____ having its principal place of business located at _____ hereinafter identified as “Grantor”,

and

THE NORTH LONDONDERRY TOWNSHIP AUTHORITY, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania with its principal office located at 655 E Ridge Avenue, North Londonderry, Palmyra, PA, Lebanon County, Grantee.

WHEREAS, _____ represents and warrants that _____ is/are the owner (s) in fee of certain lands located in North Londonderry Township, Lebanon County, Pennsylvania, and in connection with the development of said lands, Grantor has installed and constructed a sanitary sewer line through a portion of said lands in accordance with the specifications of the Grantee, which Grantor desires to now dedicate, grant and convey to Grantee together with a perpetual easement or right-of-way over, under and through said lands so as to enable Grantee to use, reconstruct, maintain and service said sanitary sewer line; and

WHEREAS, Grantee desires to accept said sanitary sewer line and thereafter perpetually use, reconstruct, maintain and service said sanitary sewer line.

WITNESSETH:

That Grantor, for and in consideration of One (\$1.00) Dollar, the receipt whereof is hereby acknowledged, and other good and valuable consideration, hereby dedicates, grants and conveys unto the Grantee, its successors and assigns, all those sanitary sewer lines, pipes, manholes and appurtenant fixtures located in

as so described and identified on the “as built” drawings of sewer locations dated _____, prepared by _____ and appearing on the herein described and attached plans together with a perpetual easement or right-of-way for sanitary sewer purposes only, as hereinbefore provided, over, under and through the lots or parcels of land situated in North Londonderry Township, Lebanon County, Pennsylvania, and (if applicable) located on the respective Plan of _____, which Plan is recorded in the Office of the Recorder of Deeds of Lebanon County in Plan Book _____, Volume _____, Page _____.

TOGETHER with free ingress, egress and regress to and for the said Grantee, its successors and assigns for the purpose of using, constructing, reconstructing, maintaining and servicing the sanitary sewer lines, pipes, manholes and appurtenant fixtures located in the above described parcel and constructed by, or on behalf of, Grantor, all upon the condition that the Grantee, its successors and assigns will at all times, after doing any work in connection with the construction, reconstruction or repair of the said sanitary sewer lines, pipes, manholes and appurtenant fixtures, restore the premises to the condition in which they were found before such work was undertaken, and that in the use of the rights and privilege herein granted, the Grantee will not create a nuisance in or about the premises.

AND THE PARTIES HERETO, for themselves, their heirs, executors, successors and assigns, hereby covenant and agree that any of the Parties hereto may make reasonable use of the aforesaid right-of-way or easement area; however, no Party shall in any way cause to be placed upon said right-of-way any permanent, semi-permanent or temporary structure, obstacle or

improvement which would tend to obstruct free access or use to the right-of-way or easement, which shall include the planting of shrubberies, bushes, or trees, etc. The Parties furthermore, for themselves, their heirs, executors, successors and assigns, further covenant and agree that the present contour of the said right-of-way or easement shall not be materially altered without the consent of the other Party, which consent shall not be unreasonably withheld.

By the acceptance and recording of the Deed of Easement and Dedication, the Grantee agrees that it shall at all times maintain the said sanitary sewer lines, pipes, manholes and appurtenant fixtures in a state of good repair and Grantor shall have no duty to maintain the said sanitary sewer liens, pipes, manholes or appurtenant fixtures.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

ATTEST:

Secretary

By _____
President

Individual (s) (where applicable)

Partner (s) (where applicable)

COMMONWEALTH OF PENNSYLVANIA:

SS:

COUNTY OF _____

On this _____ day of _____, _____, before me, the subscribed, a Notary Public, in and for said Commonwealth and County, personally appeared _____, who acknowledged himself to be the _____ of _____, a _____, and that he as such _____, being authorized to do so, executed the foregoing Deed of Easement and Dedication for the purposed therein contained by signing the name of the _____ by himself as _____

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

ACCEPTED this _____ day of _____, _____, at its Regular
Monthly Meeting of the North Londonderry Township Authority.

Chairman

ATTEST:

Secretary

COMMONWEALTH OF PENNSYLVANIA:

SS:

COUNTY OF _____:

On this _____ day of _____, _____, before me,
appeared the undersigned officer, _____, who acknowledged
himself to be the Chairman of the North Londonderry Township Authority, a Pennsylvania
Municipal Corporation, and that he, as Chairman of the Authority and being authorized to do so,
executed the foregoing Deed of Dedication for the purposes therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

**APPLICATION FOR PERMISSION TO CONNECT TO THE
NORTH LONDONDERRY TOWNSHIP AUTHORITY SEWER SYSTEM**

(Date)

TO THE NORTH LONDONDERRY TOWNSHIP AUTHORITY:

Application is submitted for permission to connect with the North Londonderry Township Authority sewer system. The following information is submitted in support of this application:

1. The building is a _____
(State No. of stories, units, rooms)

2. It is used as a _____
(Single family residential dwelling, duplex, apt. bldg. commercial, etc., please identify all uses)

3. The building is located at _____
(Lot No.) (Street Address)
And, I am advised, is served by the _____interceptor and
_____ pumping station.

4. I/We desire connection, if at all possible, to be made on _____
(Street)

I/We have read the Rates, Rules, and Regulations of the North Londonderry Township Authority, agree to be bound by them, and warrant I/We are the legal owner(s) of the above described property.

Tapping fee per dwelling unit is \$ _____ plus _____.
(NOTE: If not a residential dwelling, complete page 2)

Enclosed is (cash, check, money order) in the amount of \$ _____ in payment of the connection fee.

Received _____ (Owner)

Approved _____ (Owner)

Permit Issued _____
Mailing Address

Permit No. _____

North Londonderry Township Authority _____

By _____
(Manager)

**APPLICATION FOR PERMISSION TO CONNECT TO THE NORTH
LONDONDERRY TOWNSHIP AUTHORITY SEWER
(TO BE COMPLETED FOR COMMERCIAL BUILDING ONLY)**

THIS INFORMATION IS TAKEN FROM PLANNING MODULE FOR LAND
DEVELOPMENT PART II-B, PARAGRAPH 1.

NUMBER OF GALLONS OF ESTIMATED WATER CONSUMPTION FOR THIS
PROPOSED BUILDING IS _____ GALLONS PER DAY.

NAME OF ENGINEER COMPLETING COMPONENT II OF MODULE

NAME: _____

ADDRESS: _____

IN THE ABSENCE OF A PLANNING MODULE, THE ESTIMATED NUMBER OF
GALLONS OF SEWAGE FLOW FOR THIS PROPOSED BUILDING IS _____
GALLONS PER DAY BASED UPON WATER CONSUMPTION ESTIMATES PUBLISHED
BY THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL RESOURCES TITLE
25, CHAPTER 73, OF THE PENNSYLVANIA SEWAGE FACILITIES ACT.

NAME: _____

ADDRESS: _____

FORMULA FOR COMPUTING COMMERCIAL TAPPING FEE

TAPPING FEE PER EDU FOR THIS BUILDING IS \$ _____ + \$ _____ = \$ _____
(Base Rate) (Station Rate) (A)

DAILY ESTIMATED GALLONS: _____
(If estimate varies from DER guidelines, please provide an attached estimate)

DIVIDED BY 180 GALLONS : _____ E.D.U.(s)

TIMES (X) \$ _____ PER E.D.U. = \$ _____
(A)

TOTAL CONNECTION OR TAPPING FEE = \$ _____

IF AT ANY TIME THE AUTHORITY DEEMS THE INFORMATION OF SEWAGE FLOW INCOMPLETE OR
INCORRECT, it SHALL HAVE THE RIGHT TO SEEK FURTHER INFORMATION AND DOCUMENTATION WHICH
SHALL BE PROMPTLY PROVIDED, AND IF IT IS DETERMINED THAT SUCH ORIGINAL FEE AS IN ERROR BY
VIRTUE OF INCOMPLETE OR INCORRECT INFORMATION, A SUPPLEMENTAL CONNECTION OR TAPPING FEE
MUST BE PAID.

**North Londonderry Township Authority
Wastewater Facility Construction Permit**

A. PERMITTEE: (Name, Address and DEP No.)	B. PROJECT LOCATION:						
C. TYPE OF FACILITY:	D. DEVELOPMENT OR EXTENSION NAME(S)						
E. THIS PERMIT APPROVES:							
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">1. Plans for Construction of:</td> <td style="width: 33%;">a. <input type="checkbox"/> Gravity Sewers and Appurtenances</td> <td style="width: 33%;">b. <input type="checkbox"/> Pumping Station</td> </tr> <tr> <td></td> <td>c. <input type="checkbox"/> Force Mains</td> <td>d. <input type="checkbox"/> Low Pressure Sewer System</td> </tr> </table>		1. Plans for Construction of:	a. <input type="checkbox"/> Gravity Sewers and Appurtenances	b. <input type="checkbox"/> Pumping Station		c. <input type="checkbox"/> Force Mains	d. <input type="checkbox"/> Low Pressure Sewer System
1. Plans for Construction of:	a. <input type="checkbox"/> Gravity Sewers and Appurtenances	b. <input type="checkbox"/> Pumping Station					
	c. <input type="checkbox"/> Force Mains	d. <input type="checkbox"/> Low Pressure Sewer System					
2. Discharge To: _____ Drainage Area: _____ _____ Name of major interceptor to which sewers are tributary							
3. Preparedness, Prevention Contingency (PPC) Plan yes <input type="checkbox"/> no <input type="checkbox"/>	4. An Erosion and Sedimentation Control Plan yes <input type="checkbox"/> no <input type="checkbox"/> Project Area is _____ Acres						
F. THIS APPROVAL IS SUBJECT TO THE FOLLOWING CONDITIONS:							
1. ALL CONSTRUCTION, OPERATIONS, PROCEDURES AND DISCHARGE SHALL BE IN ACCORDANCE WITH APPLICATION _____ DATED _____ SUPPORTING DOCUMENTATION, AND AMENDMENTS DATED _____. SUCH APPLICATION, ITS SUPPORTING DOCUMENTATION AND AMENDMENTS ARE HEREBY MADE A PART OF THIS PERMIT.							
2. CONDITIONS NUMBERED _____ OF THE STANDARD CONDITIONS DATED _____ AND EROSION CONTROL STANDARD CONDITIONS DATED _____ WHICH CONDITIONS ARE ATTACHED AND MADE A PART OF THIS PERMIT.							
3. SPECIAL CONDITIONS DESIGNATED _____ WHICH ARE ATTACHED AND ARE MADE A PART OF THIS PERMIT.							

G. THE AUTHORITY GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING FURTHER QUALIFICATIONS:

1. IF THERE IS A CONFLICT BETWEEN THE APPLICATION, ITS SUPPORTING DOCUMENTS OR AMENDMENTS, AND THE STANDARD OR SPECIAL CONDITIONS, THE STANDARD OR SPECIAL CONDITIONS SHALL APPLY.

2. FAILURE TO COMPLY WITH THE RULES AND REGULATIONS OF THE AUTHORITY OR WITH THE TERMS OR CONDITIONS OF THIS PERMIT SHALL VOID THE AUTHORITY GIVEN TO THE PERMITTEE BY THE ISSUANCE OF THE PERMIT.

3. ISSUANCE OF THIS PERMIT SHALL NOT RELIEVE THE PERMITTEE OF ANY RESPONSIBILITY UNDER ANY FEDERAL, STATE OR LOCAL LAW OR REGULATION.

NORTH LONDONDERRY TOWNSHIP AUTHORITY

PERMIT ISSUED

BY _____

DATE _____

TITLE _____

NORTH LONDONDERRY TOWNSHIP AUTHORITY

STANDARD CONDITIONS RELATING TO SEWAGE
FACILITIES CONSTRUCTION PERMITS

ONE: All facilities shall be constructed in accordance with the Rules and Regulations of the Authority, the latest edition of the Authority's "Manual for Sewer Extension Construction", and conditions of the Sewer Extension Agreement.

TWO: Ten days prior to the start of construction, the permittee shall notify the Authority to arrange for a pre-construction conference and scheduling of inspection.

THREE: During construction, no changes affecting any engineering design parameter shall be made from the plans, designs, and other data herein approved unless the permittee shall first receive approval thereof from the Authority's Engineer.

FOUR: The approval herein given is specially made contingent upon the permittee acquiring all necessary property rights, by easement or otherwise, providing for the satisfactory construction, operation, maintenance and replacement of all sewers or sewerage structures in, along, or across private property, with full rights of ingress, egress and regress.

FIVE: The permittee shall construct the sewerage facilities in a manner compatible with good conservation methods in order to minimize the adverse effect on the environment.

SIX: The local waterways patrolman of the Pennsylvania Fish Commission shall be notified when the construction of a stream crossing and outfall is started and completed. A permit must be secured from the Pennsylvania Fish Commission if the use of explosives is required. The permittee shall notify the local waterways patrolman when explosives are to be used.

SEVEN: Receipt of this permit does not relieve the permittee of its obligations to comply with all federal, interstate, state, or local laws, ordinances, and regulations applicable to the sewerage facilities authorized herein.

EIGHT: The permit does not give any real or personal property rights or grant any exclusive privileges, nor shall it be construed to grant or confirm any right, title, easement, or interest in, on, to, or over any lands belonging to the North Londonderry Township Authority.