

RAINBOW RUN SUBDIVISION

SEWAGE MANAGEMENT AGREEMENT

THIS AGREEMENT made this 6th day of May, 2003, by and between Lobolito, Inc. a Pennsylvania business corporation ("Lobolito"), the Rainbow Run Community Association, a Pennsylvania non-profit corporation (the "Association") and Lehigh Township, Wayne County, Pennsylvania, a municipal corporation.

PREAMBLE:

The purpose of this Agreement is to establish the Association's responsibility for supervising the management of the operation and maintenance of all on-lot sewage facilities within the proposed Rainbow Run Subdivision, Lehigh Township, Wayne County (the "Subdivision") and the responsibility of the Township for oversight of the Association.

NOW THEREFORE, it is mutually agreed as follows, each party intending to be legally bound under Pennsylvania law: ---

- (1) Lobolito, as the owner and developer of the Subdivision shall cause the Association to be organized and to perform the duties and responsibilities set forth in this Agreement by, *inter alia*, adoption and recordation of a Declaration of Covenants (the "Covenants") consistent with the provisions of this Agreement and the Act 537 Plan Revision Planning Module adopted by the Township on November 6, 2000 and approved by the Department of Environmental Resources on December 14, 2000 (herein the "Planning Module").
- (2) Lobolito shall cause the Association to undertake responsibility for and to perform the Sewage Management Program as provided in the Planning Module and herein. Until the Association is fully organized and operative, Lobolito, as the developer and declarant under the Covenants shall take responsibility for performance of the Sewage Management Program as provided herein.
- (3) Lobolito shall cause the Covenants to be prepared, adopted and recorded in form and content, *inter alia*, consistent with the description thereof contained in the Planning Module. The Township in connection with granting final subdivision approval shall review and approve the Covenants for consistency with the Planning Module and this Agreement.

- (4) The parties hereby adopt the following Sewage Management Program to be performed by the Association, or Lobolito as applicable and to be reviewed and enforced by the Township as provided herein. The Sewage Management Program shall include the following:

I. For all septic systems in Rainbow Run, the Association will do the following:

A. Septic Tanks:

For all septic systems with septic tanks, the Association will require property owners to have their septic tanks pumped once every three years or whenever the treatment tanks are filled with solids in excess of 1/3 of the liquid depth of the tank or with scum in excess of 1/3 of the liquid depth of the tank. The septage will be removed by a licensed septage hauler and disposed of properly in accordance with the Solid Waste Management Act (35 P.S. §6018.101-6018.1003) and PA DEP regulations. The Association will keep records of the tank pump outs.

B. Pump Systems:

Pump Systems shall be inspected annually.

C. Disposal System:

Each property owner will maintain the surface contouring, and other measures, consistent with Chapter 73 (Relating to standards for on-lot sewage treatment facilities) to divert storm water away from the treatment facilities and absorption areas and protection of the absorption area from physical damage.

D. Water Conservation:

The Association will require each property owner to utilize water conservation devices to reduce hydraulic loading to their septic system.

E. Inspections and Reports to Township:

The Association will hire a professional acceptable to the Township Sewage Enforcement Officer to inspect the pump system annually. The inspection shall be performed during the third quarter of the year. The inspection shall include at a minimum those items listed in the attached septic system component checklist. (See Appendix A). This person will issue a signed report to the Association of his inspection of the pump system. The property owner will make any repairs necessary as required by Chapter 72 & 73 of PaDEP Regulations. The Association shall forward the inspection reports to the Township Sewage Enforcement Officer by October 15 each year. Any report indicating a problem shall be forwarded to the Township Sewage Enforcement Officer immediately. The Association shall reimburse the Township for review of the annual report.

If the Association fails to inspect the septic systems the Township Sewage Enforcement Officer may perform the inspection. The Association shall reimburse the Township for the cost of inspections.

- II. Properties with Greenhouse Systems:
 - A. Each greenhouse system shall be maintained per the greenhouse system maintenance program outlined in Exhibit C. The Greenhouse aerobic tanks are to be pumped out every 2 to 4 years.
- III. No holding tanks shall be permitted in the subdivision, except as provided in PaDEP Regulations to abate a public health or environmental hazard.
- IV. The Township will review and oversee the implementation of this Sewage Management Program by the Association, as provided in the Sewage Management Agreement.
- V. The Township is granted unrestricted access to inspect all sewage disposal facilities within the subdivision annually, and more often as reasonably may be required by the Township, for good cause. The Township also may inspect, from time to time, upon reasonable notice to the Association, the files and records of the Association applicable to the Sewage Management Program.
- VI. The Association shall submit to the Township, at the Association's expense, copies of all its inspection reports, and periodic reports concerning the Association's maintenance records, and administration of the Sewage Management Program.
- VII. In the event that an inspection by the Township indicates that repair and/or other remedial action is necessary all permitting and repair shall be accomplished as per PaDEP, Title 25, Chapter 72 & 73 requirements.
- VIII. In the event the Association observes a system malfunction, the Association shall notify the Township. All repairs shall be made pursuant to Chapter 72 & 73.
- IX. The Association agrees to pay to the Township reasonable fees for oversight or implementation of this in this Agreement. The fee shall be determined by Resolution of the Board of Supervisors of the Township on an annual basis. Lobolito or the Association agree that any reasonable and necessary costs incurred by the Township for testing, inspection, repair and/or replacement of any system, or its component parts, in accordance with the terms of this Agreement (hereinafter the "Costs"), shall be recoverable by the Township from the lot owner or the Association, as applicable, their successors or assigns.
- X. All notices, requests, demands, and other communications herein under shall be in writing, and shall be deemed to have been duly given if delivered or mailed first-class, postage prepaid, to the parties at the following addresses:

Lehigh Township Board of Supervisors
P.O. Box 651
Gouldsboro, PA 18424

Lobolito, Inc.
C/o Big Bass Lake
Gouldsboro, PA 18424

Rainbow Run Community Association, Inc.
P.O. Box 225
Gouldsboro, PA 18424

- XI. This Agreement contains the entire understanding between the parties hereto, and supercedes any prior written or oral agreements between them, respecting the within subject matter. There are not representations, agreements, arrangements, or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.
- XII. This Agreement shall be binding upon and inure to the benefit of, the respective legal representations, successors, and assigns of the parties...

THIS AGREEMENT shall bind and benefit each of the parties, their successors and assigns. Signed and sealed the date first above written.

LOBOLITO, INC.

Ann Heaver
Asst. Secretary

(SEAL)

BY: _____

President

LEHIGH TOWNSHIP BOARD OF SUPERVISORS

Kay Budy
Secretary

(SEAL)

BY: _____

Chairman

RAINBOW RUN COMMUNITY ASSOCIATION, INC

Ann Heaver
Asst. Secretary

(SEAL)

BY: _____

President