

**Lebanon Valley Conservancy, Inc.**  
770 Cumberland St. Suite A  
Lebanon PA 17042  
717-273-6400

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January 14, 2022

RA-EPSCROWATERSHEDGR@pa.gov  
William Severs, Watershed Manager  
Department of Environmental Protection  
South-central Regional Office  
909 Elmerton Avenue | Harrisburg, PA 17110

Subject: C990000639, Submission of Quarterly Work Progress Report

RE: Project Progress Quarterly Report for the 4th Quarter 2021, Grant Document/Contract Number C990000639, Water Quality Improvement Grant, "**Snitz Creek No. 2, Quittapahilla Watershed**", Lebanon Valley Conservancy, Inc.

Dear William Severs:

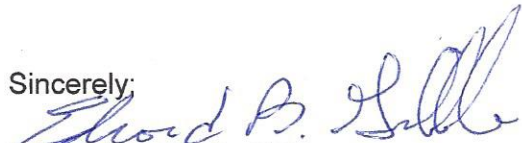
Enclosed please find our 4<sup>th</sup> Quarter 2021 Project Progress report for our Grant. Report is for the period 10/01/21 to 12/31/21. No Application for Reimbursement is submitted for this 4<sup>th</sup> Qtr.

The report and includes the following form and documents:

- DEP Work Progress Form Report
- Krall Agreement for Sale of Land to West Cornwall Township allowing restart of Project. Page 1 and 7 included in report.
  - Krall's owned land along Snitz Creek and signed LOA then reneged.
  - Project was put on hold for Engineering in June 2020 and extension to project was granted to 12/31/2022.
  - Sales agreement was signed 01/4/22 for closing 04/22/22
  - Sale to Township allows meeting MP4 requirements.

If you have any questions, please contact me at 717 821 2021 or email me.

Sincerely,

  
Edward B. Gibble, LVC

## Work Progress Report (Complete for Each Deliverable – Including those with no activity)

DEP Project Advisor: William Severs Report Period: 10/01/2021 to 12/31/2021

Grantee: Lebanon Valley Conservancy Inc. Document Number: C990000639

Project Name: Snitz Creek No. 2, Quittpahilla Watershed

This Progress Report completed by: (name): Edward Gibble

Deliverable #: 1 Deliverable Title: Snitz Creek Project #2-Design and Permitting

Deliverable % Complete and Status:

Deliverable % complete: 25%. The Cornwall Borough and land owner Krall signed sales agreement on 01/04/22 with closing on 04/22/21 taking the project off a hold which allows LVC to take the project off hold for restart. This will allow us to move forward to finishing the design by project completion requirement of 12/31/22. To date we have invoiced \$36,807.39 out of total project of \$159,094

Deliverable #: \_\_\_\_\_ Deliverable Title: \_\_\_\_\_

Deliverable % Complete and Status:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Deliverable #: N/A Deliverable Title: \_\_\_\_\_

Deliverable % Complete and Status:

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Deliverable #: N/A Deliverable Title: \_\_\_\_\_

Deliverable % Complete and Status:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*If the project has more than four deliverables, this page may be duplicated.

Proposed Activities for Next Quarter: Task 3, Field Studies and Design Criteria. Start Task 2, Hydraulic, Task 4, Preliminary Design, and Task 6, Local, State and Federal permit Applications.

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## AGREEMENT

THIS AGREEMENT made this 4<sup>th</sup> day of JANUARY, 2022, by and between **GLEN R. KRALL AND LINDA K. KRALL**, adult individuals and husband and wife with a mailing address of 180 Schaeffer Road, Lebanon, Pennsylvania 17042 (hereinafter called "Sellers"), and **CORNWALL BOROUGH**, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania with a mailing address of 44 REXMONT ROAD, Lebanon, Pennsylvania 17042 (hereinafter called "Purchaser").

1. **Conveyance.** Sellers agree to sell and convey to Purchaser, and Purchaser agrees to purchase from Sellers, the real estate located in the Borough of Cornwall, County of Lebanon, Commonwealth of Pennsylvania, shown as Lot 1 on the Preliminary/Final Subdivision Plan for Glen R. and Linda K. Krall, prepared by Hanover Engineering Associates, Inc., Project No. CW20-19, dated October 12, 2021, as described in Exhibit A attached hereto and incorporated herein, containing 2.15 acres, more or less, being a portion of the property located on the north side of Schaeffer Road, UPI No. 12-2342661-348812-0000, together with all easements, rights and appurtenances, all buildings and improvements now located on such tract (all such real estate, interests therein, buildings and improvements collectively called the "Premises"). The recorded title source of the Premises is a deed recorded at Record Book 360, Page 536, in the Office of the Recorder of Deeds in and for Lebanon County, Pennsylvania.

2. **Price and Additional Consideration.** The purchase price for the Premises shall be \$ 31,600.

3. **Down Payment.** Purchaser shall provide Sellers with a down payment upon the signing of this Agreement consisting of cash in the amount of Ten (\$10.00) Dollars. If Purchaser defaults under this Agreement and fails to cure the default within ten (10) days after receipt of written notice from Sellers, then, upon demand of Sellers, the down payment shall be forfeited as liquidated damages, and not as a penalty, and this Agreement shall become null and void. The retention of Purchaser's down payment shall constitute Sellers' sole and exclusive remedy for an uncured default under this Agreement. If this Agreement is terminated for any reason other than Purchaser's default, the down payment shall be returned to Purchaser.

4. **Deed and Other Documents.** Sellers shall convey good and marketable fee simple title to the Premises by special warranty deed, insurable at regular rates by a title insurance company of Purchaser's choice, free of all liens and encumbrances not excepted herein, at Sellers' sole cost, subject only to current real estate taxes, not delinquent, and covenants, conditions,



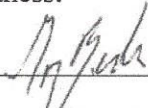
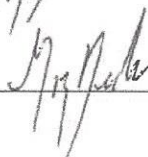
and the singular shall include the plural and vice versa whenever the same is necessary to produce a fair and meaningful construction.

19. **Paragraph Headings.** All references to paragraph headings are for convenience only and shall neither limit no expand any of the written terms of this Agreement.

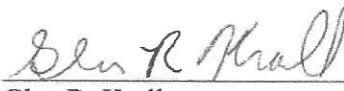
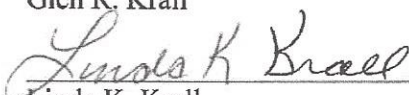
20. **Complete Agreement.** This Agreement contains the entire Agreement between Sellers and Purchaser. There are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale.

SELLERS and PURCHASER, by their execution below, indicate their consent to the terms of this Agreement.


Witness:

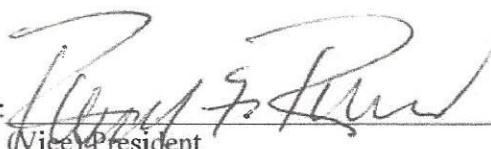
  
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SELLERS:

  
\_\_\_\_\_  
Glen R. Krall  
  
\_\_\_\_\_  
Linda K. Krall

PURCHASER:  
CORNWALL BOROUGH,  
Lebanon County, Pennsylvania

ATTEST:   
\_\_\_\_\_  
(Assistant) Secretary

By:   
\_\_\_\_\_  
(Vice) President  
Borough Council

[BOROUGH SEAL]