

Appendix 11A-A

STORMWATER MANAGEMENT AGREEMENT AND DECLARATION OF EASEMENT

THIS AGREEMENT AND DECLARATION OF EASEMENT made this 5th day of March, 2021, by and between BRYANT D. BERNHARDT & CHRISTOPHER S. STAHLEY, INDIVIDUALS with a mailing address of 107 HAMILTON STREET, APT 1, ALLENTOWN, PA. 18101 (hereinafter whether singular or plural referred to as the "Grantor") and CORNWALL BOROUGH, Lebanon County, Pennsylvania, a borough duly organized under the laws of the Commonwealth of Pennsylvania, with its municipal office located at 44 Rexmont Road, Lebanon, Pa. 17042 (hereinafter referred to as the "Borough").

BACKGROUND

Grantor is the owner of Premises located at 60 Anthracite Road in the Borough of Cornwall, Lebanon County, Pennsylvania, as more specifically described in the deed recorded in Instrument No. 202012138, Record Book 2282, Page 1825, in the Office of the Recorder of Deeds in and for Lebanon County, Pennsylvania, Universal Parcel Identifier (UPI) No. 12-2342870-347307-0000, and as shown on the plan for Preliminary/Final Minor Subdivision and Land Development Plan for 60 Anthracite Road Bryant Bernhardt, prepared by Steckbeck Engineering & Surveying, Inc., Drawing No. 216-17-001, dated 10/11/19, last revised _____ (hereinafter referred to as the "Premises").

Prior to beginning construction on any subdivision or commencing any earth disturbance activity, Grantor is required, under the Cornwall Borough Subdivision and Land Development Ordinance, codified as Chapter 13 of the Cornwall Borough Code of Ordinances (hereinafter referred to as the "Ordinance"), to file and obtain approval of a plan from Borough Council. The Ordinance requires that Grantor's final plan reflect and/or be accompanied with supporting documentation which identifies the ownership of, and the method of administering and maintaining, all permanent stormwater management facilities. Drainage courses, swales, grassed waterways, stormwater inlets, pipes, conduits, detention basins, retention basins, infiltration structures, and other stormwater management facilities, including Best Management Practices facilities ("BMPs"), shall be included under the term "stormwater management facilities" in this Agreement and Declaration of Easement.

The purpose of this Agreement and Declaration of Easement is to describe the ownership and maintenance responsibilities for the stormwater facilities which will be installed on the Premises and to impose the ownership and maintenance responsibilities upon Grantor, his heirs, personal representatives and assigns and upon successor owners of the Premises, and set forth the rights of the Borough.

NOW, THEREFORE, intending to be legally bound hereby and in consideration of receiving approval of his Subdivision and/or Land Development or its Stormwater Management Plan and supporting information (hereinafter referred to as the "Plan") from the Borough, and in consideration of receiving permits from the Borough to develop the Premises, Grantor, for Grantor and the heirs, personal representatives, successors and assigns of Grantor, covenants and declares as follows:

- 1) The stormwater facilities will be owned by Grantor, his heirs, personal representatives, successors and assigns.
- 2) All drainage courses, swales, stormwater inlets, pipes, conduits, detention basins, BMPs, and other stormwater facilities shall be installed, constructed and maintained by Grantor, his heirs, personal representatives, successors and assigns, in a first-class condition in

conformance with the Plan, as approved by Borough Council, including any accompanying stormwater management plans and information, and as recorded in the Office of the Recorder of Deeds in and for Lebanon County, and in a manner sufficient to meet or exceed the performance standards and specifications set forth on the Plan, as approved by Borough Council, including any accompanying stormwater management plans and information. These responsibilities shall include, but not be limited to, the following:

- a) Liming, fertilizing, seeding and mulching of vegetated channels and all other unstablized soils or areas according to the specifications in the "Erosion and Sediment Pollution Control Manual" published by the Pennsylvania Department of Environmental Protection, the Penn State Agronomy Guide, or such similar accepted standard.
- b) Reestablishment of vegetation by seeding and mulching or sodding of scoured areas or areas where vegetation has not been successfully established.
- c) Mowing as necessary to maintain adequate stands of grass and to control weeds. Chemical weed control may be used if federal, state and local laws and regulations are met. Selection of seed mixtures shall be subject to approval by the Borough.
- d) Removal of silt from all permanent structures which trap silt or sediment in order to keep the material from building up in grass waterways, pipes, detention or retention basins, infiltration structures, BMPs, and/or other facilities and thus reducing their capacity.
- e) Removal of silt from all permanent drainage structures, in particular BMPs, in order to maintain the design storage volumes. Regular programs shall be established and maintained.
- f) Regular inspection of the areas in question to assure proper maintenance and care, including but not limited to proper implementation of BMPs.

A) RAIN GARDEN/BIO-RETENTION SPECIFIC INSPECTION:

- 1) Catch basins and inlets (up gradient of stormwater facility) should be inspected and cleaned at least two times per year and after all major storm events (> 1-inch depth).
- 2) The vegetation along the surface of the stormwater facility shall be maintained in good condition, and any bare spots shall be re-vegetated as soon as possible.
- 3) Vehicles should not be parked or driven over a basin bottom, and care should be taken to avoid excessive compaction by mowers.
- 4) Inspect the facility after runoff events and make sure that runoff drains down within 72 hours. Mosquito's should not be a problem if the water drains in 72 hours. Mosquitoes require a considerably long breeding period with relatively static water levels.
- 5) Also inspect for accumulation of sediment, damage to outlet control structures, erosion control measures, signs of water contamination/spills, and slope stability in the berms.
- 6) Remove accumulated sediment from basin as required. Restore original cross section. Properly dispose of sediment.
- 7) Should the rain garden facility fail to dewater within a 72-hour time period the owner shall first contact Cornwall Borough to discuss alternatives prior to earth disturbance
- 8) Alternatives Include:
 - a) Replace the engineered soil layer and / or the underdrain system. The engineered soil layer should be removed. The soil layer at the bottom of the engineered soil shall be scarified. The engineered soil layer shall be replaced per the PCSM plan specifications.
 - b) Run a de-clogging device (snake) through the underdrain pipe to unblock any debris.
 - c) Conduct an investigation by a qualified individual in order to determine the cause of failure and make a determination as to the best course of action as to

return the site to the standards of the local municipal authority and the PA DEP.

B) VEGETATED SWALE SPECIFIC INSPECTION:

- 1) The vegetation along the surface of the stormwater facility shall be maintained in good condition, and any bare spots shall be re-vegetated as soon as possible.
- 2) Vehicles should not be parked or driven over a basin bottom, and care should be taken to avoid excessive compaction by mowers.
- 3) Inspect swale bottom for sediment accumulation and remove any found.

- g) Regular maintenance to insure that all pipes, swales and detention facilities shall be kept free of any debris or other obstruction.

A) RAIN GARDEN/BIO-RETENTION SPECIFIC MAINTENANCE:

- 1) While vegetation is being established, pruning and weeding may be required.
- 2) During the first growing season, cut back basin mix to a height of 8 inches, this will help establish a strong root system and knock back any quick establishing invasive plants.
- 3) Wetland seed mixes do not have any thorn or vine like plants, therefore if spotted in the basins they should be removed to ensure invasive species do not establish.
- 4) Detritus may also need to be removed every year.
- 5) Spot spraying invasive and undesirable species may be necessary to ensure native species have strong establishment
- 6) Mulch should be re-spread when erosion is evident and be replenished as needed. Once every 2 to 3 years the entire area may require mulch replacement.
- 7) Rain garden/dry extended detention areas should be inspected at least two times per year for sediment buildup, erosion vegetative conditions etc.
- 8) During periods of extended drought, rain garden/dry extended detention areas may require watering.
- 9) Trees and shrubs should be inspected twice per year to evaluate health.
- 10) The vegetation in the stormwater basins shall be kept between 6 inches and 18 inches in height.

B) VEGETATED SWALE SPECIFIC MAINTENANCE:

- 1) Maintenance activities to be done annually and within 48 hours after every major storm event (>1 inch rainfall depth):
 - a) Inspect and correct erosion problems, damage to vegetation, and sediment and debris accumulation (address when >3 inches at any spot or covering vegetation)
 - b) Inspect vegetation on side slopes for erosion and formation of rills or gullies, correct as needed
 - c) Inspect for pools of standing water; dewater and discharge to an approved location and restore to design grade
 - d) Mow and trim vegetation to ensure safety, aesthetics, proper swale operation, or to suppress weeds and invasive vegetation; dispose of cuttings in a local composting facility; mow only when swale is dry to avoid rutting
 - e) Inspect for litter; remove prior to mowing
 - f) Inspect for uniformity in a cross-section and longitudinal slope, correct as needed
 - g) Inspect swale inlet (curb cuts, pipes, etc.) and outlet for signs of erosion or blockage, correct as needed
- 2) Maintenance activities to be done as needed:
 - a) Plant alternative grass species in the event of unsuccessful establishment
 - b) Re-seed bare areas; install appropriate erosion control measures when native soil is exposed or erosion channels are forming
 - c) Roto-till and replant swale if draw down time is more than 48 hours
 - d) Inspect and correct check dams when signs of altered water flow (channelization, obstructions, erosion, etc.) are identified
 - e) Water during dry periods, fertilize, and apply pesticide only when absolutely necessary
- 3) Winter conditions also necessitate additional maintenance concerns, which include the following:
 - a) Inspect swale immediately after spring melt, remove residuals (e.g. sand) and replace damaged vegetation without disturbing remaining vegetation
 - b) If driveway runoff is directed to the swale, mulching and/or soil aeration/manipulation may be required in the spring to restore structure and moisture capacity and to reduce the impacts of deicing agents
 - c) Use nontoxic, organic deicing agents, applied either as blended, magnesium

- chloride-based liquid products or as pretreated salt
- d) Use salt-tolerant vegetation in swales
- h) Regular maintenance of all facilities designed to improve water quality to insure that such facility function in accordance with their design.
 - 1. REVEGETATE AND RE-Forest DISTURBED AREAS, USING NATIVE SPECIES
 - a. The site owner shall be responsible for watering, weeding, mowing, and maintenance.
 - b. The site shall be monitored regularly for growth and potential problems.
 - c. Planted areas with a proper cover crop can be shall require annual mowing in order to control invasives.
 - d. Application of a carefully selected herbicide around the protective planting shelters/tubes may be necessary, reinforced by selective cutting/manual removal, if necessary.
 - e. The initial maintenance routine is necessary for the first 2 to 3 years of growth and may be necessary for up to 5 years until planting growth and tree canopy begins to form, naturally inhibiting weed growth. Once shading is adequate, growth of invasives and other weeds will be naturally prevented, and the woodland becomes self-maintaining.
 - f. Review of the new plantings should be undertaken intermittently to determine if replacement plantings should be provided (some modest rate of planting failure is typical). Dead trees shall be replaced within a six month period of time.
 - g. Trees shall be maintained and protected for the life of the project (50 years) or until redevelopment occurs.
 - h. The meadow shall be mowed only 2-3 times per year.
- i) Repair of any subsidence, including subsidence caused by sinkholes.
- j) Removal of trash and debris on a regular basis.

COPY

Grantor, his heirs, personal representatives, successors and assigns, shall be responsible for performing the foregoing maintenance.


- 4) Grantor, for himself, his heirs, personal representatives, successors and assigns, agrees that the failure to maintain all drainage courses, swales, stormwater inlets, pipes, conduits, detention basins, BMPs, and other stormwater management facilities in a first-class condition in conformance with this Agreement and Plan, as approved by Borough Council, including any accompanying stormwater management plans and information, shall constitute a nuisance and shall be abatable by the Borough as such.
- 5) Grantor, for himself, his heirs, personal representatives, successors and assigns, authorizes the Borough, at any time and from time to time, by its authorized representatives, to enter upon the Premises to inspect the stormwater facilities. Grantor acknowledges that the Borough has the right to establish a schedule of regular inspections including, but not limited to, annual inspections. If the Borough determines to establish a schedule of inspections of stormwater management facilities, Grantor, its successors and assigns, shall reimburse the Borough for the costs of such inspection and/or pay any annual fee for the administration of a Borough stormwater management program.
- 6) The Borough may require that Grantor, and assigns or any future owner or occupier of the Premises or any part thereof, take such corrective measures as the Borough may deem reasonably necessary to bring the Premises into compliance with this Agreement and with the Plan, as approved by Borough Council, including any accompanying stormwater management plans and information.
- 7) Upon the failure of the owner or occupier of the Premises or any part thereof to comply with the terms of this Agreement or to take corrective measures following reasonable notice from the Borough, the Borough, through its authorized representatives, may take such corrective measures as it deems reasonably necessary to bring the Premises into compliance with this Agreement and with the Plan, as approved by Borough Council, including any accompanying stormwater management plans and information, including, but not limited to, the removal of any blockage or obstruction from drainage pipes, swales, detention basins, and BMPs, and may charge the cost thereof to Grantor, his heirs, personal representatives, successors and assigns, or any owner of the Premises or any part thereof and, in default of such payment, may cause a municipal lien to be imposed upon the Premises or any part thereof. Any municipal lien filed pursuant to this Agreement shall be in the amount of all costs incurred by the Borough, plus a penalty of ten (10%) of such costs, plus the Borough's reasonable attorneys' fees.
- 8) If ownership or maintenance responsibility of the stormwater management facilities is assigned to a homeowners' association, condominium unit owners' association, or similar entity, the Borough shall be notified. If such association fails to properly maintain the stormwater management facilities, the Borough shall have the same rights granted to municipalities under Section 705 of the Pennsylvania Municipalities Planning Code, Act of July 31, 1968, P.L. 805, No. 247, with reference to maintenance of common open space, to maintain the stormwater management facilities. Any association so formed shall enter into an agreement with the Borough recognizing its duties and the Borough's rights under this Agreement.
- 9) Grantor hereby imposes upon the Premises for the benefit of all present and future owners of the Premises or part of the Premises, the Borough, and all other property owners affected by the stormwater facilities, the perpetual right, privilege and easement for the draining of


stormwater in and through the drainage courses, swales, stormwater inlets, pipes, conduits, detention basins, BMPs, and other stormwater facilities depicted on the plan or plans submitted to the Borough or hereafter made of record and now or hereafter installed on or constructed upon the Premises and, in addition, easements of access to the stormwater facilities.

- 10) Grantor shall include a specific reference to this Stormwater Management Agreement and Declaration of Easement in any deed of conveyance for the Premises or any part thereof.
- 11) Grantor agrees to indemnify the Borough and all of its elected and appointed officials, agents and employees (hereafter collectively referred to as the "Indemnitees") against and hold Indemnitees harmless from any and all liability, loss or damage, including attorneys' fees and costs of investigation and defense, as a result of claims, demands, costs or judgments against Indemnitees which arise as a result of the design, installation, construction or maintenance of the stormwater facilities.
- 12) Grantor's personal liability under this Agreement shall cease at such time as (a) all stormwater management facilities have been constructed in accordance with the specifications of the Borough Subdivision and Land Development Ordinance, the Borough Stormwater Management Ordinance and the approved plans; (b) the stormwater management facilities have been inspected and approved by the Borough Engineer; (c) all financial security, including any maintenance security, posted by Grantor has been released by the Borough; and (d) Grantor has transferred the Premises and/or all lots to be created from the Premises to third parties. Notwithstanding the foregoing, Grantor's personal liability shall continue for any violations of this Agreement and Declaration of Easement which occurred during the time that Grantor owned the Premises or any lot created from the Premises or in the event the stormwater management facilities were not completed, inspected or approved as set forth in (a) through (c) herein.
- 13) It is the intent of the parties to this Agreement that personal liability and maintenance obligations shall pass to subsequent title owners upon change in ownership of the Premises or any lot created from the Premises, and such subsequent owners shall assume all personal liability and maintenance obligations for the time period during which they hold title. Personal liability shall remain for any violations of this Agreement and Declaration of Easement which occurred during the period in which an owner held title.
- 14) The Borough may, in addition to the remedies prescribed herein, proceed with any action at law or in equity to bring about compliance with the Borough Stormwater Management Ordinance, the Borough Subdivision and Land Development Ordinance and this Agreement.
- 15) This Agreement and Declaration of Easement shall be binding upon the Grantor, the successors and assigns of Grantor, and all present and future owners of the Premises or any part thereof and is intended to be recorded in order to give notice to future owners of the Premises of their duties and responsibilities with respect to the stormwater facilities. Grantor shall include a specific reference to this Agreement in any deed of conveyance for the Premises or any part thereof.
- 16) This Agreement and Declaration of Easement may be amended only by written instrument signed on behalf of all owners of the Premises and the Borough.
- 17) When the sense so requires, words of any gender used in this Agreement and Declaration of Easement shall be held to include any other gender, and the words in the singular number shall be held to include the plural, and vice versa.

IN WITNESS WHEREOF, the undersigned have caused this Agreement and Declaration to be executed on the day and year first above written.

BOROUGH OF CORNWALL
Lebanon County, Pennsylvania

By: 
(Vice) President
Borough Council

Attest: 
(Assistant) Secretary

[BOROUGH SEAL]

COPY

(Individual Developer)

Witness:

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature] (SEAL)
(Signature of Bryant D. Bernhardt, Individual)

[Handwritten Signature] (SEAL)
(Signature of Christopher S. Stahley, Individual)

IF APPLICABLE
Trading and doing business as:

COPY

COPY

(BOROUGHACKNOWLEDGMENT)

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LEBANON)

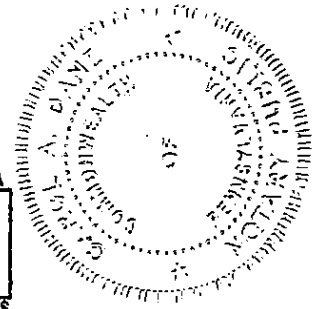
On this 7th day of April, 2021, before me, the undersigned officer, a notary public in and for the aforesaid Commonwealth and County, personally appeared John Karinch, who acknowledged himself to be (~~vice~~) President of Borough Council of the Borough of Cornwall, Lebanon County, Pennsylvania, and that he/~~she~~, as such officer, being authorized to do so, executed the foregoing Stormwater Management Agreement and Declaration of Easement, for the purposes therein contained, by signing the name of such Borough by himself as such officer.

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

COPY
Carole Danz
Notary Public

My commission expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Carol A. Danz, Notary Public
Derry Twp., Dauphin County
My Commission Expires May 2, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



(INDIVIDUAL DEVELOPER ACKNOWLEDGMENT)

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LEBANON)

On this the 5th day of March, 2021, before me, the subscriber, a Notary Public in and for the aforesaid Commonwealth and County, came the above-named BRYANT D. BERNHARDT & CHRISTOPHER S. STAHLEY, known to me, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed on the within instrument and acknowledged the foregoing Stormwater Management Agreement and Declaration of Easement to be their act and deed and desired the same to be recorded as such.

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

COPIED
Kristen S. Yeagley
Notary Public

My commission expires Sept. 16, 2022

Commonwealth of Pennsylvania - Notary Seal
Kristen S. Yeagley, Notary Public
Lebanon County
My commission expires September 16, 2022
Commission number 1183236
Member, Pennsylvania Association of Notaries

CONSENT AND JOINDER BY MORTGAGEE

Jonestown Bank & Trust Co. (“Mortgagee”), as holder of a certain mortgage on the Premises of NS Willow St. Cornwall PA AKA 60 Anthracite Rd Cornwall PA within Cornwall Borough, Lebanon County, Pennsylvania, described in the Deed recorded in recorded in/at Lebanon County, in the Office of the Recorder of Deeds in and for Lebanon County, Pennsylvania, which mortgage, in the amount of \$80,640.88, is dated March 5 2021, and is recorded or is about to be recorded in the Recorder of Deeds Office in and for Lebanon County, Pennsylvania, as well as any other mortgages which Mortgagee may now or hereafter hold on the Premises (all such mortgages hereinafter collectively referred to as the “Mortgages”), joins in, consents to, and expressly approves the grant of easements and other rights and privileges described in the attached Storm Water Management Agreement and Declaration of Easement (the “Agreement”).

The Mortgagee, for itself, its successors and assigns (which shall include any assignee of the Mortgages and any purchaser of the Premises at a sale in foreclosure of the Mortgages or otherwise), hereby covenants and agrees that the rights and privileges herein granted with respect to the Premises shall not be terminated or disturbed by reason of any foreclosure or other action which may be instituted by the Mortgagee, its successors and assigns, as a result of any default under the Mortgages or the debt instruments that such Mortgages secure. Mortgagee by consenting to the Agreement shall not by virtue of its interest as Mortgagee be deemed to have undertaken any of the obligations of the Grantor under the Agreement or incurred any liability, including but not limited to construction, maintenance, inspection or indemnification. Mortgagee by executing this Consent does not in any way surrender its lien position under its loan documents and any mortgages or security agreements except as explicitly stated in this Consent.

IN WITNESS WHEREOF, Mortgagee hereby joins in the execution of the Agreement as of this 10th day of March, 20 21.

Jonestown Bank & Trust Co.
(Name of Mortgagee)

By: *[Signature]*

ATTEST: _____

[SEAL]

(MORTGAGEEACKNOWLEDGMENT)

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ~~LEBANON~~)
Lancaster

On this, the 10th day of March, 20 21 before me, a Notary Public,
the undersigned Bank officer, Beverly A. Vesey personally
appeared _____,
who acknowledged her self to be
the Commercial Banking Officer of
Jonestown Bank & Trust Co., a corporation, and that as such officer
being authorized to do so, acknowledged the foregoing instrument for the purpose therein contained
by signing the name of the Bank by her self as Bank officer.

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

Judy L. Haldeman
Notary Public

My commission expires:

Commonwealth of Pennsylvania - Notary Seal
Judy L. Haldeman, Notary Public
Lancaster County
My commission expires February 25, 2023
Commission number 1197022
Member, Pennsylvania Association of Notaries



COUNTY OF LEBANON
RECORDER OF DEEDS
Dawn Blauch, Recorder of Deeds
Dawn Ebersole, 1st Deputy
400 South 8th Street Room 107
Lebanon, Pennsylvania 17042-6794

Instrument Number - 202106665
Recorded On 4/20/2021 At 9:25:17 AM

* Total Pages - 14

* Instrument Type - AGREEMENT
Invoice Number - 348853
* Grantor - BERNHARDT, BRYANT D
* Grantee - CORNWALL BOROUGH

* **FEEES**

STATE WRIT TAX	\$0.50
RECORDING FEES -	\$14.00
RECORDER OF DEEDS	
PARCEL CERTIFICATION	\$10.00
FEE	
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$29.50

This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

Lebanon County UPI Certification
On April 20, 2021 By YES

I hereby CERTIFY that this document is
recorded in the Recorder of Deeds Office
of Lebanon County, Pennsylvania.

Dawn Blauch
Recorder of Deeds



* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.