

SPRING-BENNER-WALKER JOINT AUTHORITY

SPECIAL MEETING **December 30, 2025**

ATTENDANCE:

AUTHORITY MEMBERS:	Spring	Benner	Walker
	Joseph Galbraith		
	Rodney Maney		
	Christie McMurtrie		
	Brian Book		
	Willis Houser, Jr		
	William Hughes		
	Dennis Brown		
	Dennis McDowell		

GUESTS: See attached Guest List.

CONSULTING SOLICITOR: Michael Levandoski, Esq.

EMPLOYEES: Will Barton, Kelly Gill & Tasha Dutton

CALL TO ORDER:

The December 30, 2025, Special Meeting of the Spring-Benner-Walker Joint Authority was called to order at 3:00 P.M. by Dennis McDowell, Chairman. Mr. McDowell thanked everyone for attending and stated that the meeting would be recorded for transcription purposes.

ROLL CALL:

Willis Houser, Jr., Secretary, took Roll Call, recording eight members present. Mr. McKee was excused from the meeting. Mr. McDowell, Chairman, noted that with a quorum present, the Spring-Benner-Walker Joint Authority was permitted to conduct business under the laws of Pennsylvania.

PLEDGE OF ALLEGIANCE:

Mr. McDowell, Chairman, led the Board members, Professional Services, and Employees in the Pledge of Allegiance.

APPROVAL OF MEETING MINUTES:

Mr. McDowell asked the Board if there were any questions and/or changes to the December 8, 2025 meeting minutes as presented. **Mr. Brown moved, seconded by Mr. Maney to approve the Minutes of the December 8, 2025 Regular Meeting as presented.** 8 ayes, 0 nays, 1 absent. **The motion carried.**

CORRESPONDENCE:

Kathy Evey/Right-to-Know Request – We received a Right-to-Know Request from Kathy Evey of 604 Buffalo Run Road, Bellefonte on November 26, 2025 requesting a copy of Spring Benner Walker Joint Authority's May 19, 2025 Meeting Minutes. *A response was provided to Mrs. Evey indicating that no such records exist due to a work session being held that day with no official action being taken.*

APPROVAL OF PAYMENTS:

Approval of Requisitions:

Revenue Fund Requisition 2020-134 – Mr. McMurtrie presented the Board with Revenue Requisition #2020-134 in the amount of \$125,372.27. Mr. McDowell asked if there were any questions regarding the presentation of Revenue Fund Requisition 2020-134. **Mr. Brown moved, seconded by Mr. Hughes to approve Revenue Requisition 2020-134 payable to SBWJA in the amount of \$125,372.27.** 8 ayes, 0 nays, 1 absent. **The motion carried.**

GUESTS:

Larry Lingle & Randy Moyer/Benner Township Supervisors – Mr. Lingle and Mr. Moyer attended the meeting to answer any questions the Board may have regarding Benner Township Supervisor's transferring BTWA's assets/liabilities to Spring Benner Walker Joint Authority.

EXECUTIVE DIRECTOR'S REPORT:

Benner Township Water Authority (BTWA) – Mr. Barton provided the Board with maps of the general locations of the water main lines and well houses within Opequon, Hampton Hills and Grove Park. It was noted that SCI Rockview provides water to Peru residents through an interconnection point. Mr. Barton stated BTWA is currently applying for a public water supply permit to operate Peru as a consecutive water system, as this is a PA DEP requirement. Mr. Galbraith asked if there could be an issue with water being provided to Peru due to SCI Rockview closing. Mr. Barton indicated SCI Rockview also provides water service to SCI Benner; therefore, water will be available with the closing of SCI Rockview.

The water storage tank specifications and number of connections were discussed. At that time Mr. Barton explained there is availability for future connections in the Crestview development if the residents choose to abandon their private wells and connect to BTWA. A brief description of BTWA's Emergency Response Plan was provided to the Board.

The Board reviewed BTWA's assets. Mr. Galbraith questioned the \$21,285.78 decrease in the First National Bank Preferred Interest bank account from November 2025 to December 2025. The decrease in funds were due the cost of installing the Nitrate Removal System at the Grove Park well house.

BTWA's current water rates were reviewed and at that time Mr. Book reminded the Board that PA Rural Water Association (PRWA) will be completing a rate study for the Authority to verify we will be billing properly. Mr. Barton indicated he spoke to Pete Weaver from PRWA and they will prepare a rate study as soon as possible.

Mr. Book stated the responsibility of public water systems end at the curb but now they have to worry about distribution into homes due to a new PA DEP requirement regarding lead service lines. Mr. Barton stated that BTWA has completed Service Line Inventory Surveys of all the residential connections including the school; therefore, this PA DEP requirement has been met.

OLD BUSINESS:

Acceptance of Assets of BTWA from Benner Township – The Benner Township Supervisors' solicitor, Rod Beard, provided Mr. Levandoski with the required documents to transfer BTWA's assets/liabilities to Spring Benner Walker Joint Authority. The documents were presented and adopted at Benner Township Supervisor's special meeting on 12/29/2025.

Mr. Levandoski gave a brief synopsis of the documents that are being presented to the Board for approval.

Mr. Beard originally prepared three (3) deeds that would convey land to Spring Benner Walker Joint Authority. The first deed was for the parcel of land in Grove Park and the second for Opequon. The final deed was for two (2) parcels of land in Hampton Hills; however, this deed has been deleted from the transfer due to the recorder of deeds office showing the property is owned by the Hampton Hills Home Owners Association not BTWA. Mr. Levandoski stated there is a Memorandum of Agreement from 2006 on record for the parcels of land in Hampton Hills, which gives BTWA certain rights to the land but not ownership. Mr. Beard created an Assignment of Easements and Other Rights, which will transfer all of BTWA's easements and other rights contained in the 2006 agreement. Mr. Levandoski stated SBWJA may want to approach the Hampton Hills Home Owners Association in the future to obtain ownership.

Mr. Levandoski then presented the Assignment of Easements and Rights-Of-Ways which discusses the various easements and similar documents that are on record at the courthouse including the two (2) condemnations that BTWA proceeded with last year and transfers those easements to SBWJA. This will also include general easements like mainlines crossing private properties.

Mr. Levandoski stated that all the documents presented tonight will be recorded at the courthouse to reflect a public chain of title showing how SBWJA obtained ownership or easement rights. The two (2) assignment documents include language making it clear that if something was missed these documents are intended to be all encompassing, including but not limited to language.

The last document, General Assignment and Bill of Sale, is intended to cover everything else that the previously discussed real estate documents did not cover. Mr. Levandoski stated this covers items such as personal property or non-real estate. This would cover everything else that BTWA owned and will be transferred to SBWJA. The agreement will also cover anything that may have been missed and indicates the Benner Township Supervisors agree to transfer the missed items to SBWJA. This agreement will also transfer all assets/liabilities from BTWA to SBWJA.

Mr. Levandoski stated if the Board accepts the assets and executes the documents presented tonight that he would recommend the Board consider adopting BTWA's current water rates which could be modified in the future. **Mr. Book moved, seconded by Mr. Brown to approve and execute the five (5) documents transferring BTWA's assets to SBWJA. Mr. McDowell requested a roll call vote to confirm the motion.**

Brian Book – Yes	Dennis Brown – Yes	Joseph Galbraith – Yes
Willis Houser, Jr. – Yes	William Hughes – Yes	Rodney Maney – Yes
Dennis McDowell – Yes	Christie McMurtrie -Yes	Douglas McKee – Absent

The five (5) documents will be made a part of these official minutes. 8 ayes, 0 nays, 1 absent. The motion carried.

Benner Township Water Authority Water/Spring Benner Walker Joint Authority Water Rates – Mr. Book moved, seconded by Mr. McDowell for SBWJA to approve BTWA's current water rates until the results of the PA Rural Water Association rate study is completed. 8 ayes, 0 nays, 1 absent. The motion carried.

Mr. Moyer and Mr. Lingle thanked the Board for accepting BTWA's water systems.

Mr. Moyer and Mr. Lingle exited the meeting at 3:57 p.m.

NEW BUSINESS:

Posting of Board Meeting Agenda – Mr. Levandoski stated that earlier this month the PA Supreme Court made a decision to alter the law regarding the 24-hour posting of a Board meeting agenda. The Supreme Court indicated discussing only items on the agenda is not as strict and the Board can vote to amend the agenda at a meeting. Mr. Levandoski will present a memorandum regarding this information at a future meeting.

EXECUTIVE DIRECTOR'S REPORT –

Yearly Payment Discount – Mr. Barton indicated the Authority offers a 5% yearly discount to customers that pay their sewer rentals for an entire year at one time. Mr. Barton stated he contacted Bellefonte Borough, Centre Hall Potter Sewer Authority, Mid-Centre County Authority, East Nittany Valley Joint Authority and University Area Joint Authority to see if they offer a discount for sewer rentals. It was noted that Mid-Centre County Authority was the only one to offer a discount of 2%. Mr. Barton stated the Authority had a loss of revenue of \$18,282.00 in 2024 and \$32,715.00 in 2025 due to the Authority offering a yearly discount. Mr. Brown stated that he does not feel the Authority should terminate the yearly discount currently offered especially with the Authority increasing the sewer rates in 2026. The Board discussed terminating the yearly discount and decided to keep the benefit for the customers of SBWJA. Mr. Barton also provided the Board with a list of sewer rates for the above organizations.

Dennis McDowell – Mr. McDowell stated that Walker Township Supervisors have asked him to remain on the Board until a new candidate is found to fill the vacancy on our Board.

COMMITTEE REPORTS:

Personnel & Community Relations Committee: Mr. Galbraith had nothing to report.

Facilities Committee: Mr. Houser had nothing to report.

Financial Committee: Mr. McMurtrie had nothing to report.

ADJOURNMENT:

Mr. Brown moved, seconded by Mr. McDowell to adjourn the meeting at 4:14 p.m. 8 ayes, 9 nays, 1 absent. The motion carried.

Respectfully submitted,

Willis Houser Jr.
Willis Houser, Jr. Secretary

Tasha L. Dutton
Tasha L. Dutton, Recording Secretary

CC: Benner Township _____
Spring Township _____
Walker Township _____

THIS DEED,

Made the 29th day of December, 2025,

BENNER TOWNSHIP, a Pennsylvania Second-Class Township, body corporate and politic, created and existing in accordance with the Pennsylvania Second-Class Township Code, 53 P.S. § 65101, et seq., having an address of 1224 Buffalo Run Road, Bellefonte, Centre County, Pennsylvania, hereinafter referred to as Grantor,

A N D

SPRING-BENNER-WALKER JOINT AUTHORITY, a Pennsylvania Municipal Authority, created and existing in accordance with the Pennsylvania Municipality Authorities Act, 53 P.S. § 5601, et seq., having an address of 170 Irish Hollow Road, Bellefonte, Centre County, Pennsylvania, hereinafter referred to as Grantee.

WHEREAS, the Benner Township Water Authority was created by Benner Township; and

WHEREAS, during its existence the Benner Township Water Authority became seized of certain lands and hereditaments; and

WHEREAS, Benner Township has terminated the Benner Township Water Authority and thereby received title to all assets of the Benner Township Water Authority in accordance with 53 Pa. C.S. § 5619, including but not limited to the lands described herein.

NOW, THEREFORE, for and in consideration of ONE DOLLAR (\$1.00) in hand paid, receipt of which is hereby acknowledged, and other good and valuable consideration, the Grantor does hereby grant, bargain, release, sell, convey and transfer to the Grantee, its successors and/or assigns,

ALL that certain tract of land situate within the Township of Benner, County of Centre, Commonwealth of Pennsylvania, being bounded and described, per a plan dated September 8, 2005, by ELA Group, Inc.:

BEGINNING at a set $\frac{3}{4}$ " iron rebar corner on the southern right-of-way line of Arrowhead Way and being the northeastern corner of the property described herein; thence along Lot 78 of the Grove Park Subdivision, South 28 degrees, 28 minutes 47 seconds West, a distance of 158.85 feet to a set $\frac{3}{4}$ " iron rebar corner; thence along Lot 77 of the Grove Park Subdivision, South 63 degrees 16 minutes 44 seconds West, a distance of 216.94 feet to a set $\frac{3}{4}$ " iron rebar corner; thence along land of Howard S. Sr. & Shirly L. Grove, North 26 degrees 01 minute 22 seconds West, a distance of 245.00 feet to a set $\frac{3}{4}$ " iron rebar corner; thence along Lot 2 of the Grove Park Subdivision, North 63 degrees 58 minutes 38 seconds East, a distance of 239.19 feet to a set $\frac{3}{4}$ " iron rebar corner on the southern right-of-way line of Arrowhead Way; thence along the southern right-of-way line of Arrowhead Way, South 61 degrees 31 minutes 13 seconds East, a distance of 184.38 feet to a set $\frac{3}{4}$ " iron rebar corner, the place of beginning.

CONTAINING 72,202.87 sq. Ft. (or 1.66 acres) being Lot 1 within a plan titled, "Final Subdivision Plan – Phase 1, Grove Park, Benner Township, Centre County, Pennsylvania", prepared by ELA Group, dated January 5, 2006, last revised February 6, 2006, and recorded in Centre County Plat Book 77, Page 170.

BEING the same premises title to which became vested in Benner Township, Grantor herein, as a result of the termination of Benner Township Water Authority, which Certificate of Termination is filed in the Centre County Recorder of Deeds Office in Record Book _____, at Page _____, on January _____, 2026.

Benner Township Water Authority received title to the within described premises by Deed from Grove Park Associates, Inc., dated January 17, 2011, recorded in Centre County Recorder of Deeds Office at Record Book 2075, Page 958, on March 3, 2011.

ALSO BEING known as Centre County Tax Parcel Number: 12-2-115.

TRANSFER TAX EXEMPT - Both parties to this conveyance are governmental subdivisions, instrumentalities, agencies, and/or other subordinate governmental bodies of the Commonwealth of Pennsylvania, and are excluded from transfer tax. Additionally, this is a conveyance to an instrumentality, agency, or governmental body of the Commonwealth of Pennsylvania by gift or dedication, and is exempt from transfer tax.

GRANTOR certifies that no hazardous waste, within the meaning of the Solid Waste Management Act of 1980, is presently being disposed of or has ever been disposed of by the Grantor or to the Grantor's actual knowledge in or upon the above-described premises.

UNDER AND SUBJECT to any and all existing covenants, restrictions, easements, and conditions of record, if any.

TOGETHER with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments, and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and of every part and parcel thereof; AND ALSO all the estate, right, title, interest, use, possession, property, claim, and demand whatsoever of the Grantor both in law and in equity of, in, and to the premises herein described and every part and parcel thereof with the appurtenances.

TO HAVE AND TO HOLD the above-described premises hereby granted, or mentioned and intended so to be, with the hereditaments and appurtenances unto the said Grantee, its heirs and assigns, to and for the only proper use and benefit of the said Grantee, its heirs and assigns, forever.

AND the said Grantor will **SPECIALLY WARRANT AND FOREVER DEFEND** the property hereby conveyed.

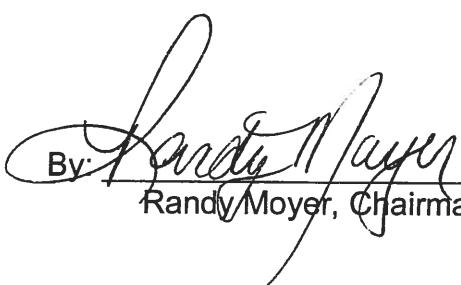
IN WITNESS WHEREOF, said Grantor has signed this deed the day and year first above written.

BENNER TOWNSHIP

ATTEST:



Secretary

By: 

Randy Moyer, Chairman
(SEAL)

Certificate of Acceptance

The undersigned Chairman of the Spring-Benner-Walker Joint Authority hereby certifies that the conveyance signified by this Deed was accepted by the Spring-Benner-Walker Joint Authority on the _____ day of _____, 2025.

By: 

Certificate Of Residence

I hereby certify that the precise residence of the Grantee herein is as follows:

170 Irish Hollow Road
Bellefonte, PA 16823



Agent for Grantee

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CENTRE :
:

On this, the 29th day of December, 2025, before me, the undersigned officer, a Notary Public in and for said county and state, personally appeared Randy Moyer, **Chairman of the Benner Township Board of Supervisors**, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he was properly authorized to execute the within instrument, and executed the same for the purposes therein contained.

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

Commonwealth of Pennsylvania - Notary Seal
Rodney A. Beard, Notary Public
Centre County
My commission expires October 22, 2026
Commission number 1008616
Member, Pennsylvania Association of Notaries



(Notary Public)

THIS DEED,

Made the 29th day of December, 2025,

BENNER TOWNSHIP, a Pennsylvania Second-Class Township, body corporate and politic, created and existing in accordance with the Pennsylvania Second-Class Township Code, 53 P.S. § 65101, et seq., having an address of 1224 Buffalo Run Road, Bellefonte, Centre County, Pennsylvania, hereinafter referred to as Grantor,

A N D

SPRING-BENNER-WALKER JOINT AUTHORITY, a Pennsylvania Municipal Authority, created and existing in accordance with the Pennsylvania Municipality Authorities Act, 53 P.S. § 5601, et seq., having an address of 170 Irish Hollow Road, Bellefonte, Centre County, Pennsylvania, hereinafter referred to as Grantee.

WHEREAS, the Benner Township Water Authority was created by Benner Township; and

WHEREAS, during its existence the Benner Township Water Authority became seized of certain lands and hereditaments; and

WHEREAS, Benner Township has terminated the Benner Township Water Authority and thereby received title to all assets of the Benner Township Water Authority in accordance with 53 Pa. C.S. § 5619, including but not limited to the lands described herein.

NOW, THEREFORE, for and in consideration of ONE DOLLAR (\$1.00) in hand paid, receipt of which is hereby acknowledged, and other good and valuable consideration, the Grantor does hereby grant, bargain, release, sell, convey and transfer to the Grantee, its successors and/or assigns,

ALL that certain tract or parcel of land and premises situate, lying, and being in the Township of Benner, County of Centre, and Commonwealth of Pennsylvania, more particularly described as follows:

BEGINNING at a set $\frac{3}{4}$ " iron rebar corner, said corner being the southwestern corner of the property described herein; thence through Lot 83 of the Opequon Hill Subdivision North 39 degrees 22 minutes 11 seconds West, a distance of 211.34 feet to a set $\frac{3}{4}$ " iron rebar corner on the southern right-of-way line of Meadow Flower Lane, thence along the southern right-of-way line of Meadow Flower Circle North 50 degrees 37 minutes 49 seconds East, a distance of 95.73 feet to a set $\frac{3}{4}$ " iron rebar corner, thence through Lot 83 of the Opequon Hill Subdivision the following courses and distances: South 39 degrees 22 minutes 11 seconds East, a distance of 211.34 feet to a set $\frac{3}{4}$ " iron rebar corner, thence South 50 degrees 37 minutes 49 seconds West, a distance of 95.73 feet to a set $\frac{3}{4}$ " iron rebar corner, the place of beginning.

CONTAINING 20,236.6 sq. ft. (or 0.46 acres) being Lot 84 on a plan titled "Final Subdivision Plan Phase 1 of Opequon Hill, Benner Township, Centre County", as prepared by ELA Group, dated March 3, 2005, and recorded in Centre County Plat Book 74, Pages 27-33 and illustrated on the attached plat of Lot 84 prepared by Hess & Fisher Engineers, Inc., dated January 16, 2006. The plat and descriptor are based on plan documents used at the time of infrastructure construction, but do not reflect as-built conditions.

BEING the same premises title to which became vested in Benner Township, Grantor herein, as a result of the termination of the Benner Township Water Authority, which Certificate of Termination is filed in the Centre County Recorder of Deeds Office in Record Book _____, at Page _____, on January _____, 2026.

Benner Township Water Authority received title to the within described premises by Transfer of Assets Agreement from Opequon Hill, LLC, and Homeowners Association, dated November 21, 2006, a Memorandum of Agreement of which is filed in the Centre County Recorder of Deeds Office at Record Book 1979, Page 537, on January 4, 2007, and by Deed of Dedication from Opequon Hill, LLC, dated November 21, 2006, recorded in the Centre County Recorder of Deeds Office at Record Book 1979, Page 538, on January 4, 2007.

ALSO BEING known as Centre County Tax Parcel Number: 12-310/148.

TRANSFER TAX EXEMPT - Both parties to this conveyance are governmental subdivisions, instrumentalities, agencies, and/or other subordinate governmental bodies of the Commonwealth of Pennsylvania, and are excluded from transfer tax. Additionally, this is a conveyance to an instrumentality, agency, or governmental body of the Commonwealth of Pennsylvania by gift or dedication, and is exempt from transfer tax.

GRANTOR certifies that no hazardous waste, within the meaning of the Solid Waste Management Act of 1980, is presently being disposed of or has ever been disposed of by the Grantor or to the Grantor's actual knowledge in or upon the above-described premises.

UNDER AND SUBJECT to any and all existing covenants, restrictions, easements, and conditions of record, if any.

TOGETHER with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments, and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and of every part and parcel thereof; AND ALSO all the estate, right, title, interest, use, possession, property, claim, and demand whatsoever of the Grantor both in law and in equity of, in, and to the premises herein described and every part and parcel thereof with the appurtenances.

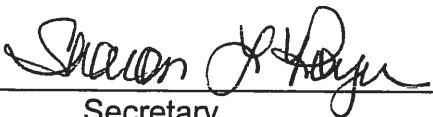
TO HAVE AND TO HOLD the above-described premises hereby granted, or mentioned and intended so to be, with the hereditaments and appurtenances unto the said Grantee, its heirs and assigns, to and for the only proper use and benefit of the said Grantee, its heirs and assigns, forever.

AND the said Grantor will **SPECIALLY WARRANT AND FOREVER DEFEND** the property hereby conveyed.

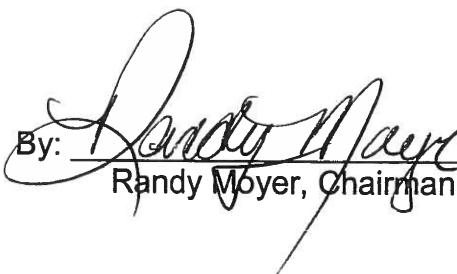
IN WITNESS WHEREOF, said Grantor has signed this deed the day and year first above written.

BENNER TOWNSHIP

ATTEST:



Secretary

By: 

Randy Moyer, Chairman (SEAL)

Spring-Benner-Walker Joint Authority
December 30, 2025

2025-292

Certificate of Acceptance

The undersigned Chairman of the Spring-Benner-Walker Joint Authority hereby certifies that the conveyance signified by this Deed was accepted by the Spring-Benner-Walker Joint Authority on the _____ day of _____, 2025.

By: Dennis L. Mowell

Certificate Of Residence

I hereby certify that the precise residence of the Grantee herein is as follows:

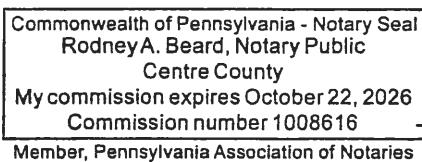
170 Irish Hollow Road
Bellefonte, PA 16823

M. L. Mowell
Agent for Grantee

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CENTRE :

On this, the 29th day of December, 2025, before me, the undersigned officer, a Notary Public in and for said county and state, personally appeared Randy Moyer, **Chairman of the Benner Township Board of Supervisors**, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he was properly authorized to execute the within instrument, and executed the same for the purposes therein contained.

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



(Notary Public)

ASSIGNMENT OF EASEMENTS AND OTHER RIGHTS

THIS ASSIGNMENT is dated the 29th day of December, 2025, to be effective as of January 1, 2026, BY and BETWEEN:

BENNER TOWNSHIP, a Pennsylvania Second-Class Township, body corporate and politic, created and existing in accordance with the Pennsylvania Second-Class Township Code, 53 P.S. § 65101, et seq., having an address of 1224 Buffalo Run Road, Bellefonte, Centre County, Pennsylvania, hereinafter referred to as Grantor,

A N D

SPRING-BENNER-WALKER JOINT AUTHORITY, a Pennsylvania Municipal Authority, created and existing in accordance with the Pennsylvania Municipality Authorities Act, 53 P.S. § 5601, et seq., having an address of 170 Irish Hollow Road, Bellefonte, Centre County, Pennsylvania, hereinafter referred to as Grantee.

WHEREAS, the Benner Township Water Authority was created by Benner Township; and

WHEREAS, during its existence the Benner Township Water Authority became entitled to certain easement and other rights from the Hampton Hills Water Association pursuant to a Transfer of Assets Agreement dated December 20, 2006, a Memorandum of which is recorded in the Centre County Recorder of Deeds Office at Record Book 1979, page 220. The easement rights were used by the Benner Township Water Authority for the operation of the water system owned by the Benner Township Water Authority; and

WHEREAS, Benner Township has terminated the Benner Township Water Authority and thereby received title to all assets of the Benner Township Water Authority in accordance with 53 Pa. C.S. § 5619, including but not limited to the easements, right-of-ways, and other contract rights and benefits described herein; and

WHEREAS, the Certificate of Termination of the Benner Township Water Authority has been recorded in the Office of the Recorder of Deeds of Centre County in Record Book _____, page _____.

NOW, THEREFORE, for and in consideration of **One and 00/100 (\$1.00) Dollar**, in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and

convey to the said Grantee, its successors and assigns, any and all easements, and other legal privileges which the Benner Township Water Authority received from the Hampton Hills Water Association pursuant to the Transfer of Assets Agreement dated December 20, 2006, and all rights of use, drilling, access, ingress and egress which may heretofore have been conveyed to the Benner Township Water Authority by the Hampton Hills Water Association.

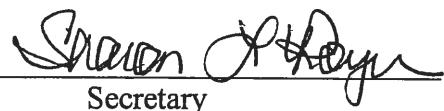
This Assignment shall be effective as set forth herein, and shall be recorded in the Recorder of Deeds Office of Centre County, Pennsylvania.

By accepting this Assignment of Easements and Other Rights, the Grantee acknowledges and agrees to be bound by any and all obligations of the Grantor and/or Grantor's predecessor pertaining to such easements and other rights.

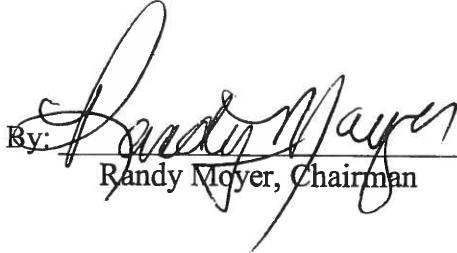
IN WITNESS WHEREOF, said Grantor has executed this Assignment of Easements and Other Rights the day and year first above written.

BENNER TOWNSHIP

ATTEST:



Secretary

By: 

Randy Moyer, Chairman
(SEAL)

Certificate of Acceptance

The undersigned Chairman of the Spring-Benner-Walker Joint Authority hereby certifies that the conveyance signified by this Assignment of Easements and Other Rights was accepted by the Spring-Benner-Walker Joint Authority on the _____ day of _____, 2025.

By: 

Dennis L. M. Howell

Certificate Of Residence

I hereby certify that the precise residence of the Grantee herein is as follows:

170 Irish Hollow Road
Bellefonte, PA 16823

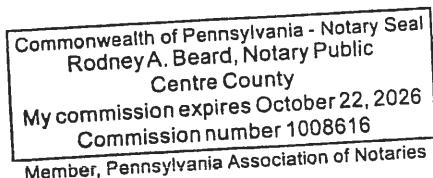


Agent for Grantee

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CENTRE :
:

On this, the 29th day of December, 2025, before me, the
undersigned officer, a Notary Public in and for said county and state, personally appeared
Randy Mayer, Chairman of the Benner Township Board of
Supervisors, known to me or satisfactorily proven to be the person whose name is subscribed to
the within instrument, and acknowledged that he was properly authorized to execute the within
instrument, and executed the same for the purposes therein contained.

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



(Notary Public)

ASSIGNMENT
OF EASEMENTS AND RIGHTS-OF-WAYS

THIS ASSIGNMENT is dated the 29th day of December, 2025, to be effective as of January 1, 2026, BY and BETWEEN:

BENNER TOWNSHIP, a Pennsylvania Second-Class Township, body corporate and politic, created and existing in accordance with the Pennsylvania Second-Class Township Code, 53 P.S. § 65101, et seq., having an address of 1224 Buffalo Run Road, Bellefonte, Centre County, Pennsylvania, hereinafter referred to as Grantor,

A N D

SPRING-BENNER-WALKER JOINT AUTHORITY, a Pennsylvania Municipal Authority, created and existing in accordance with the Pennsylvania Municipality Authorities Act, 53 P.S. § 5601, et seq., having an address of 170 Irish Hollow Road, Bellefonte, Centre County, Pennsylvania, hereinafter referred to as Grantee.

WHEREAS, the Benner Township Water Authority was created by Benner Township; and

WHEREAS, during its existence the Benner Township Water Authority became seized of certain easements, right-of-ways, and other contract rights and benefits for the operation of the water system owned by the Benner Township Water Authority; and

WHEREAS, Benner Township has terminated the Benner Township Water Authority and thereby received title to all assets of the Benner Township Water Authority in accordance with 53 Pa. C.S. § 5619, including but not limited to the easements, right-of-ways, and other contract rights and benefits described herein; and

WHEREAS, the Certificate of Termination of the Benner Township Water Authority has been recorded in the Office of the Recorder of Deeds of Centre County in Record Book _____, page _____.

NOW, THEREFORE, for and in consideration of **One and 00/100 (\$1.00) Dollar**, in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and

convey to the said Grantee, its successors and assigns, any and all rights-of-way, easements, and other legal privileges for the placement of all pipes, facilities, and appurtenances necessary or convenient for the operation of said water system, and all rights of access, ingress and egress which may heretofore have been conveyed to, obtained, or made use of by Grantor or its predecessor for the operation of said water system including but not limited to the specifically identified rights-of-ways, easements, and other matters listed on the attached Exhibit A, which is incorporated herein.

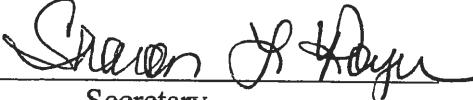
This Assignment shall be effective as set forth herein, and shall be recorded in the Recorder of Deeds Office of Centre County, Pennsylvania.

By accepting this Assignment of Easements and Rights-of-Ways, the Grantee acknowledges and agrees to be bound by any and all obligations of the Grantor and/or Grantor's predecessor pertaining to such easements and rights-of-ways.

IN WITNESS WHEREOF, said Grantor has executed this Assignment of Easements and Rights-of-Ways day and year first above written.

BENNER TOWNSHIP

ATTEST:



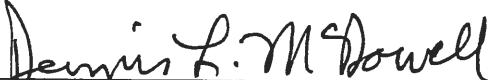
Secretary

By: 

Randy Moyer, Chairman
(SEAL)

Certificate of Acceptance

The undersigned Chairman of the Spring-Benner-Walker Joint Authority hereby certifies that the conveyance signified by this Assignment of Easements and Rights-of-Ways was accepted by the Spring-Benner-Walker Joint Authority on the _____ day of _____, 2025.

By: 

Certificate Of Residence

I hereby certify that the precise residence of the Grantee herein is as follows:

170 Irish Hollow Road
Bellefonte, PA 16823

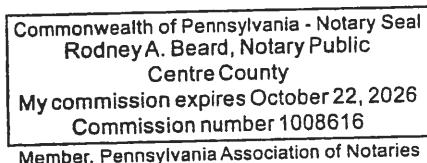


Agent for Grantee

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CENTRE :
:

On this, the 29th day of December, 2025, before me, the undersigned officer, a Notary Public in and for said county and state, personally appeared Randy Moyer, Chairman of the Benner Township Board of Supervisors, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he was properly authorized to execute the within instrument, and executed the same for the purposes therein contained.

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



(Notary Public)

EXHIBIT A

to

Assignment of Easements and Rights-of-Way

Grantor Name	Date	Instrument	Book/Page
Opequon Hill, LLC	11/21/2006	Memorandum	R 1979/537
Hampton Hills Water Assn	11/21/2006	Memorandum	R 1979/220
Opequon Hill, LLC and Opequon Hill Homeowners Assoc	1/16/2007	Well Head Easement	R 1987/794
Betty A. Clouser	2/21/2012	Right-of-Way	R 2116/426
Angela A. Waltz	4/9/2012	Right-of-Way	R 2116/427
Jerrold & Phyllis May	3/5/2012	Right-of-Way	R 2116/428
Louise E. May	3/20/2012	Right-of-Way	R 2116/429
Miriam L. May Estate	2/17/2012	Right-of-Way	R 2116/430
Elsie L. Witherite	3/1/2012	Right-of-Way	R 2116/431
Kenneth I. Runkle, et al	2/29/2012	Right-of-Way	R 2116/432
Richard L. Bjalme	8/20/2012	Right-of-Way	R 2116/433
Richard L. Bjalme	8/20/2012	Right-of-Way	R 2116/434
Wanda Wasilko	3/12/2012	Right-of-Way	R 2116/435
Antoinette A. Baylets	3/16/2012	Right-of-Way	R 2116/436
Edward J. & Danielle Brungard	3/13/2012	Right-of-Way	R 2116/437
Bonnie L. Dashem	3/6/2012	Right-of-Way	R 2116/438
Dorothy A. McCloskey	3/26/2012	Right-of-Way	R 2116/439

Spring-Benner-Walker Joint Authority
December 30, 2025

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Grantor Name	Date	Instrument	Book/Page
Richard L. Bjalme	8/20/2012	Right-of-Way	R 2116/440
Kenneth F. & Carol Shultz	5/15/2012	Right-of-Way	R 2116/441
Delmer & Kathy Dashem	2/21/2012	Right-of-Way	R 2116/447
Carrie E. Spicer	3/8/2012	Right-of-Way	R 2116/448
Hampton Hills Homeowners Association, Inc.	1/12/2016	Easement	R 2175/360
Grove Park Homeowners Association	5/1/2018	Utility Right-of-Way	R 2225/853
Benner Township	7/6/2018	Utility Right-of-Way	R 2225/854
Charles & Janice Mazzitti	2/26/2025	Condemnation	R 2328/182
Scott & Karen Henninger	2/26/2025	Condemnation	R 2328/182
Commonwealth of PA	9/8/1936	Agreement	Not recorded
State College Borough Water Authority	1/22/1998	Agreement	Not recorded

GENERAL ASSIGNMENT AND BILL OF SALE

THIS GENERAL ASSIGNMENT AND BILL OF SALE (this "Bill of Sale") is made this
29th day of December, 2025, by and between:

BENNER TOWNSHIP, a Pennsylvania Second Class Township, body corporate and
politic, having an address at 1224 Buffalo Run Road, Bellefonte, Centre County, Pennsylvania
(hereinafter referred to as "Township")

and

SPRING BENNER WALKER JOINT AUTHORITY, a Pennsylvania municipal authority,
having an address at 170 Irish Hollow Road, Bellefonte, Centre County, Pennsylvania (hereinafter
referred to as "Authority").

Recitals

WHEREAS, the Benner Township Water Authority (hereinafter referred to as "BTWA")
was previously established by the Township in accordance with the Pennsylvania Municipality
Authorities Act, 53 P.S. §5601, et seq., and the Township has acquired all the assets and liabilities
of the BTWA as a result of the termination of the BTWA pursuant to 53 P.S. § 5619; and

WHEREAS, the Township wishes to convey to the Authority all of the assets and liabilities
of the BTWA so that the Authority will operate the water system previously operated by BTWA;
and

WHEREAS, the Authority is willing to accept the assets and liabilities of the BTWA from the Township and continue operating the water system as the Authority has done for many years; and

WHEREAS, Township has agreed to execute and deliver this Bill of Sale to Authority for the purpose of transferring to and vesting in Authority title to all of the assets previously owned by BTWA.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, and upon the terms and subject to the conditions hereinafter set forth, the parties hereto agree as follows:

1. Township does hereby sell, convey, transfer, assign, deliver and vest in Authority, its successors and assigns forever, all right, title and interest in and to all of the assets and liabilities of the BTWA of which Township acquired title as a result of the termination of the BTWA. The assets are generally listed on the attached Exhibit A, but Exhibit A is not intended to be an exclusive or exhaustive list of the assets. The intention of this Bill of Sale is to signify transfer of title of all assets and liabilities previously owned by BTWA and used in operation of the water system.

2. The Authority accepts the assets and liabilities hereby conveyed by the Township, and

agrees to utilize those assets and liabilities in the operation of the water system. Nothing herein shall be construed to limit the business judgment of the Authority in operation of the water system.

3. Township hereby constitutes and appoints Authority, its successors and assigns, as Township's true and lawful attorney, with full power of substitution, in Township's name and stead, on behalf and for the benefit of Authority, its successors and assigns, to sign any filing, agreement, contract or any other document solely in connection with the assets previously owned by BTWA and now owned by Township, on behalf of Township, to demand and receive any and all of such assets and to give receipts and releases for and in respect of the such assets, or any part thereof, and from time to time to institute and prosecute in Township's name, its predecessor, successors and assigns, any and all proceedings at law, in equity or otherwise, which Authority, its successors and assigns, may reasonably deem necessary for the collection or reduction to possession of the assets (or any of them).

4. Township hereby covenants that, from time to time after the delivery of this Bill of Sale, at Authority's request, Township will do, execute, acknowledge, and deliver, or will cause to be done, executed, acknowledged and delivered such further documents, applications, acts, conveyances, transfers, assignments, powers of attorney and assurances as Authority may reasonably require to convey, transfer to and vest in Authority, and to put Authority in possession of, the assets previously owned by BTWA (or any of them).

5. This Bill of Sale shall be binding on and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. Nothing in this Bill of Sale shall

be deemed to create or imply any right or benefit in any person other than Authority or Township, or their respective successors and assigns. This Bill of Sale shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of laws provisions. This Bill of Sale may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and may be delivered via facsimile or electronic transmission.

6. The conveyance and transfer evidenced by this General Assignment and Bill of Sale shall be effective as of 12:01 AM on January 1, 2026.

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the date first written above.

ATTEST:

Sharon O'Hagan
Secretary

BENNER TOWNSHIP:

Randy Moyer
Randy Moyer, Chairman

ATTEST:

Wade Hansen D
Secretary

SPRING-BENNER-WALKER JOINT AUTHORITY:

Dennis L. McDowell
Dennis McDowell, Chairman

EXHIBIT A
To General Assignment and Bill of Sale

Assets:

Bank Accounts
Insurance Policies
General Intangibles
Accounts Receivable

Equipment
Inventory
Main Lines
Pipes
Meters
Touchpads
Valves
Hydrants
Pumps
Variable Frequency Drives
Generators
Tanks
Telemetry Equipment
Curb boxes
Tools
Chemicals

Permits

Customers and Customer Lists

Real Estate
Right-of-ways and Easements
Contract Rights in Wellhead Protection Zones

Liabilities:

Accounts Payable

Spring-Benner-Walker Joint Authority
December 30, 2025

2025-306

SPRING-BENNER-WALKER JOINT AUTHORITY
170 IRISH HOLLOW ROAD
BELLEFONTE, PA 16823
(814) 355-4778

REGULAR MEETING
December 30, 2025

GUEST LIST

1. Harry J. Lingle
2. Randy Moyer
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____