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October 22, 2010

**VIA OVERNIGHT MAIL**

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
PO Box 3265  
Harrisburg, PA 17105-3265

**RECEIVED**

OCT 22 2010

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**Re: Amended Agreement dated October 18, 2010 between the Tatamy Borough Sewer Authority and Pennsylvania-American Water Company, whereby the Company agrees to terminate water service to any premises for failure to pay current sewage bills, U-00024796**

Dear Secretary Chiavetta:

On behalf of Pennsylvania-American Water Company and in accordance with Section 507 of the Public Utility Code, I am filing an original and two copies of the above-referenced Amended Agreement. Please time stamp the extra copy of this letter and return it to me in the stamped self-addressed envelope. This Agreement amends the original agreement, whereby the PUC issued a Certificate of Filing at Docket No. U-00024796 on March 8, 2002.

Respectfully submitted,

Susan Simms Marsh

Enclosures

cc: Hazel E. DeReamies, Secretary  
C. DiSanti  
M. Salvo  
T. Cross  
Alton – Special Accounts

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OCT 22 2010

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

AMENDMENT OF THE SHUT-OFF AGREEMENT  
BETWEEN  
THE TATAMY BOROUGH SEWER AUTHORITY  
AND  
PENNSYLVANIA-AMERICAN WATER COMPANY

THIS AMENDMENT of the Shut-Off Agreement ("Amendment"), dated as of the 18th day of October 2010, by and between the PENNSYLVANIA-AMERICAN WATER COMPANY, a public utility corporation of the Commonwealth of Pennsylvania, with its principal place of business at 800 West Hersheypark Drive, Hershey, Pennsylvania 17033, (hereinafter called the "Water Company") and the TATAMY BOROUGH SEWER AUTHORITY, a municipal Authority of the Commonwealth of Pennsylvania, having an office for the transaction of business at P.O. Box 218, Tatamy, PA 18085, (hereinafter called the "Authority").

WHEREAS, the Water Company is authorized at the request and direction of the Authority pursuant to the provisions of the Act of April 14, 2006, P.L. 85, 53 P.S. Sections 3102.501 et. seq., to shut-off the supply of water from its system to any premises in which the rentals, rates, and charges for sewer, sewage, or sewage treatment service supplied by the Authority are unpaid and the claim or lien for such service has been assigned to the Authority.

WHEREAS, certain notice requirements relating to the shut-off of the supply of water are set forth therein and the Utility Service Tenants Rights Act of November 26, 1978, P.L. 1255, No. 299, 68 P.S. sections 399.1, et seq.;

WHEREAS, the parties hereto previously entered into a written Shut-Off Agreement ("Agreement"), dated February 4, 2002;

WHEREAS, the parties desire to amend the provision of the Agreement pertaining to Sections 2, 3 and 8; and

WHEREAS, all other terms and conditions of the Agreement remain in full force and effect.

NOW, THEREFORE, this Agreement WITNESSETH:

- 1. Section 2 shall be deleted in its entirety and replaced with the following new paragraph:

**The Authority shall pay to the Water Company concurrently with the delivery of the written request mentioned in Section 1, above, the sum of Forty Dollars (\$40.00) to cover the Water Company's cost of shutting off the water supply to each premises listed in such request. The Authority shall also pay to the Water Company, upon its request therefore, the further sum of Forty Dollars (\$40.00) to cover the Water Company's cost of restoring water service to each such premises. In the event that the actual cost**

incurred by the Water Company in discontinuing and restoring water service to any such premises is more than the Forty Dollars (\$40.00) charge, the Authority shall remit the actual cost thereof to the Water Company based on time, material, transportation and other fixed charges. The fees fixed hereunder may be amended from time to time as agreed by the parties hereto.

2. Section 3 shall be deleted in its entirety and replaced with the following new paragraph:

The Authority shall pay to the Water Company the estimated loss of water revenues resulting from each such shut-off made hereunder. The estimated loss of revenue shall be billed by the Water Company to the Authority.

3. Section 8 shall be deleted in its entirety and replaced with the following new paragraph:

The Water Company shall have the right to increase the above-referenced amount of Forty Dollars (\$40.00) from time to time, in the event that the cost to the Water Company for performing the service hereunder increases, upon sixty (60) days' written notice to the Authority.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested by their proper officers and their respective seals to be hereto affixed the day and year first above written.

This Agreement will be effective on the 18th day of October, 2010.

ATTEST:

Hazel E. DeLoames  
Secretary  
(SEAL)

BY:

Donald M. Rugg  
Chairman  
(Title)

ATTEST:

W. J. [Signature]  
Secretary  
(SEAL)

PENNSYLVANIA-AMERICAN WATER COMPANY

BY:

W. C. [Signature]  
(Vice) President

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