



AMERICAN WATER

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March 1, 2011

VIA OVERNIGHT MAIL

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

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MAR 1 2011

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**Re: Amendment No. 2 of the Agreement dated February 13, 2011,
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,
Docket No. 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 three copies of the above-referenced Second Amended Agreement. This Agreement amends the previous Agreement, whereby the PUC issued a Certificate of Filing at Docket No. U-00024796 on November 22, 2010.

Respectfully submitted,

Susan Simms Marsh

Enclosures

cc: Tatamy Borough Sewer Authority
T. Cross
C. DiSanti
D. Lippert
Alton – Special Accounts

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AMENDMENT NO. 2 OF THE SHUT-OFF AGREEMENT

BETWEEN

THE TATAMY BOROUGH SEWER AUTHORITY

AND

PENNSYLVANIA-AMERICAN WATER COMPANY

MAR 1 2011

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

THIS SECOND AMENDMENT of the Shut-Off Agreement ("Amendment No. 2"), dated as of the 13th day of ~~January~~ FEBRUARY, 2011, 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 hereto previously entered into a written Amendment to the Shut-Off Agreement ("Amended Agreement"), dated October 18, 2010;

WHEREAS, the parties desire to amend the provisions of the Amended 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 Thirty Dollars (\$30.00) to cover the Water Company's cost of shutting off the water supply to each premises listed in such request. The Authority shall

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also pay to the Water Company, upon its request therefore, the further sum of Thirty Dollars (\$30.00) 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 \$30.00 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. Such estimated loss of water revenues shall be based upon the actual period of time during which the supply of water is shut-off in each instance and the average water revenue received by the Water Company for a like period of time during the year prior to such shut-off from the class of customer involved in each instance, as determined from the books and records of the Water Company. The estimated loss of revenue shall be billed by the Water Company to the Authority periodically at the same time as the Water Company would have billed the customer if the water had not been shut-off, and the Authority shall pay each such bill within thirty (30) days of receipt thereof.

- 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 Thirty Dollars (\$30.00) 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. It is further understood and agreed that the aforesaid amount of Thirty Dollars (\$30.00) for the shutting off and restoring of water service under the provisions of this Agreement shall be automatically increased to coincide with the charges for shutting off water service and restoring water service contained in the Company's tariff as on file with and approved by the Pennsylvania Public Utility Commission from time to time.

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 13th day of JANUARY, 2011.

ATTEST:

Angel E. DePamuis
Secretary
(SEAL)

BY:

Oral M. [Signature]
Chairman
(Title)

ATTEST:

[Signature]
Secretary
(SEAL)

PENNSYLVANIA-AMERICAN WATER COMPANY

BY:

[Signature]
(Vice) President

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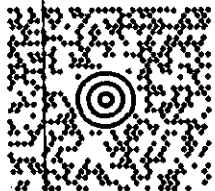
AMERICAN WATER
717 533-5000
800 WEST HERSHEY PARK DRIVE
HERSHEY PA 17033

1 LBS PAK

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SHIP TO:

ROSEMARY CHIAVETTA, SECRETARY
PENNSYLVANIA PUBLIC UTILITY COMM
400 NORTH STREET
COMMONWEALTH KEYSTONE BLDG.
HARRISBURG PA 17120-0200

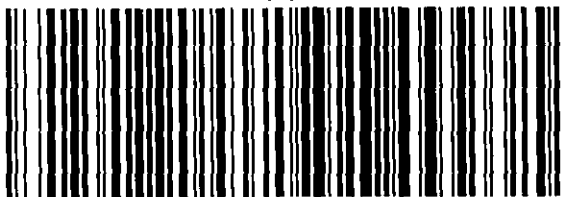


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