

UNITED WATER PENNSYLVANIA INC.

Supplement No. 15 to:  
Water – Pa. P.U.C. No. 7

UNITED WATER PENNSYLVANIA INC.

Harrisburg, Pennsylvania,

Rates, Rules and Regulations

Governing the Distribution of Water in

(See Page 5 for Territories Served)

ISSUED: September 16, 2009

EFFECTIVE: November 15, 2009

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# NOTICE

LIST OF CHANGES MADE BY THIS SUPPLEMENT

Changes are as follows:

Index, Page 3 -. Reflects changes for revisions per this supplement.

Surcharge Credit, Page 4 – Resets credit to 0.0%

Schedule of Meter Rates, Page 6 and 7 – Reflects rate increase in this case.

Rates for Private Fire Hydrant Service, page 9 – Updates description.

Rates for Private Fire Sprinkler and Hose Service , Page 10 – Reflects rate increase in this case as well as certain conditions.

Schedule of Meter Rates, Page 11 – Reflects Center Square Customers move to UWPA rates.

Industrial Economical Rate, Page 15 – Reflects change in availability.

Rules and Regulations – Pages 27, 28, 32, and 43 – Reflects certain miscellaneous changes.

Distribution System Improvement Charge, Page 63 – Resets surcharge to 0.0%

(I) Indicates an increase

(D) Indicates a decrease

(C) Indicates a change

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SURCHARGE CREDIT

STATE TAX ADJUSTMENT SURCHARGE

In addition to the charges provided in this tariff, a surcharge of (0.0%) will apply to all charges except (D) the DSIC for services rendered on or after April 10, 2009.

The above surcharge will be recomputed, using the same elements prescribed by the Commission.

- a. Whenever any of the tax rates used in calculation of the surcharge are changed;
- b. Whenever the utility makes effective any increased or decreased rates; and
- c. On March 31, 1971, and each year thereafter.

The above recalculation will be submitted to the Commission within 10 days after the occurrence of the event or date which occasion such recomputation; and, if the recomputed surcharge is less than the one then in effect, the Company will, and if the recomputed surcharge is more than the one then in effect, the Company may, submit with such recomputation a tariff or supplement to reflect such recomputed surcharge, the effective date of which shall be 10 days after filing.

(C) Indicates a change in the Surcharge.

UNITED WATER PENNSYLVANIA INC.

**SCHEDULE OF METER RATES**

Application:

To all metered customers, for residential, commercial, industrial or public use residing in all territories served by United Water Pennsylvania. (C)

Volume Charges:

	<u>Per Month</u>	<u>Per Quarter</u>	<u>Rate Per 100 Gallons</u>	
First	5,000 Gallons	15,000 Gallons	\$ 0.56578	(I)
Next	5,000 Gallons	15,000 Gallons	0.52407	(I)
Next	15,000 Gallons	45,000 Gallons	0.49875	(I)
Next	50,000 Gallons	150,000 Gallons	0.42979	(I)
Over	75,000 Gallons	225,000 Gallons	0.37097	(I)

Customer Service Charges:

<u>Meter Size</u>	<u>Customer Service Charge</u>		
	<u>Per Month</u>	<u>Per Quarter</u>	
5/8"	\$ 12.90	\$ 38.70	(I)
3/4"	19.34	58.02	(I)
1"	32.24	96.72	(I)
1 1/2"	64.48	193.44	(I)
2"	103.16	309.48	(I)
3"	193.43	580.29	(I)
4"	322.38	967.14	(I)
6"	644.75	1,934.25	(I)
8"	1,031.60	3,0948.80	(I)
10"	1,482.93	4,448.79	(I)

Conditions of Contract:

The rate will consist of the total of (A) the Volume Charge and (B) the Customer Service charge. The volume charge is based on all metered water for the billing period.

Terms of Payment:

All bills shall be rendered monthly. Bills rendered will show a due date of twenty (20) days after the date the bill is mailed for residential customers and fifteen (15) days after the date the bill is mailed for commercial, industrial, sales for resale, public fire and private fire customers. All municipal accounts are entitled to a (30) day period from the due date of any bill within which it may pay for water service. Payment received by the Company more than five (5) days after the due date will be charged a penalty of 1.50%, and such penalty will be calculated monthly thereafter only on the overdue portion of the bill. In no event shall the penalty charged exceed 18% annually.

UNITED WATER PENNSYLVANIA INC.

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**SCHEDULE OF METER RATES**

Application:

To all large industrial customers.

Large Industrial Tariff - All Customers Using 7 Million per Month or 84 Million on an Annual Basis

<u>Service Charge</u>	<u>Per Month</u>	
3"	\$193.43	(I)
4"	322.38	(I)
6"	644.75	(I)

Consumption Charge

**All Usage per 100 gallons. \$0.2180**

Conditions of Contract:

The rate will consist of the total of (A) the Volume Charge and (B) the Customer Service charge. The volume charge is based on all metered water for the billing period.

**Rates for Private Fire Hydrant Service**

Application:

To all customers having private fire hydrant installations.

Rates:

	<u>Per Month</u>	<u>Per Quarter</u>	<u>Per Annum</u>	
For a lateral connection from the main in a public street or private easement to a hydrant valve at the curb, easement boundary or property line to serve a fire hydrant installed and maintained by the Company at its expense.				(C)
				(C)
Each fire hydrant	64.96	194.88	779.52	(I)
For fire hydrant installed and maintained by the customer at his expense:				
Each fire hydrant	41.10	123.30	493.20	(I)

Conditions of Contract:

The Company reserves the right to meter any fire line where evidence indicates that water is being taken from the line for purposes other than fire fighting, and such metered service shall then be billed in accordance with the regular Schedule of Meter Rates in addition to the above rates, with proper allowance for water consumed in fire fighting.

**Rates for Private Fire Sprinkler and Hose Service**

Application:

To all customers having fire sprinkler systems and/or inside hose connections for fire fighting purposes.

Rates:

For fire service through a separate fire service line.

	<u>Per Month</u>	<u>Per Quarter</u>	<u>Per Annum</u>	
For each 2" service line(or smaller)	\$ 19.69	\$ 59.07	\$ 236.28	(l)
For each 3" service line	53.10	159.30	637.20	(l)
For each 4" service line	68.11	204.33	817.32	(l)
For each 6: service line	113.23	339.69	1,358.76	(l)
For each 8" service line	168.77	506.31	2,025.24	(l)
For each 10" service line	241.66	724.98	2,899.92	(l)
For each 12" service line	335.29	1,005.87	4,023.48	(l)
For each 14" service line	615.95	1,847.85	7,391.40	(l)

There will be no additional charge for sprinkler heads, or hose connections supplied from the service line. There shall be no additional charge for hydrants installed on a private fire sprinkler line if the customer elects to maintain the hydrant. If the customer desires the hydrant be maintained by the Company they shall be billed in accordance with the rates covered under the private fire hydrant tariff.

Conditions of Contract:

All unmetered fire services shall be equipped with a backflow preventor device and a detector check approved by the Company. The customer must notify the Company of any time the fire line is used for the purpose of fire fighting

The Company reserves the right to meter any fire line where evidence indicates that water is being taken from the line for purposes other than fire fighting, and such metered service shall then be billed in accordance with the regular Schedule of Meter Rates in addition to the above rates, with proper allowance for water consumed in fire fighting.

The Company reserves the right to require the fire service line to be separate from the domestic service line. (C)

The company reserves the right to require the detector check be installed in a vault at the customer's property line. The design of the vault shall be approved by the Company.

Any Company improvements required to meet the requested fire flow shall be the sole responsibility of the customer requesting the fire service.

The Customer must notify the Company three business days prior to any testing of the fire flow system. The company will determine the acceptable rate of flow for testing purposes.

UNITED WATER PENNSYLVANIA INC.

Supplement No. 15 to:  
Water – Pa. P.U.C. No. 7  
Second Revised Page 11  
Canceling First Revised Page 11

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1. **Industrial Economical Rate- RIDER DIS - DEMAND-BASED INDUSTRIAL SERVICE**

Applicability.

Throughout the territory served under this tariff.

Availability.

This rider is available to a customer or prospective customer that:

- (1) purchases or intends to purchase water from the Company for industrial purposes;
- (2) enters into a Service Agreement for a term of not less than 2 years
- (3) during the original and any renewal terms of the Service Agreement, agrees to purchase a minimum of 10 million gallons of water per month at a daily load factor of not less than 0.60; and
- (4) has a viable competitive alternative to service from the Company and intends to select that alternative to the detriment of the Company and its other customers.

(C)

The Company shall require documentation to establish, to the company's satisfaction, the existence of a competitive alternative. Such documentation may include, but is not limited to, an affidavit of the customer or, if the customer is a corporation, an affidavit of one or more of its officers.

Rate.

The rate(s) to be charged qualifying customers under this rider will be as set forth in the Service Agreement, provided, however, that such rate(s): (1) shall not exceed the Maximum Rate; (2) shall not be less than the Minimum Rate; and (3) shall be subject to an Escalation Clause, as hereafter defined.

**Maximum Rate:** The Maximum Rate shall be the charges specified in the Company's Rate Schedule that would otherwise apply to the qualifying customer absent this rider.

**Minimum Rate:** The minimum rate shall be sufficient to recover: (1) the Production Cost of Water; (2) the fixed costs (depreciation and pre-tax return) associated with the facilities necessary to serve the customer; and (3) some portion of the fixed costs of the Company's other facilities. For purposes of this rider, the Production Cost of Water shall be the variable cost the company incurs to produce additional treated water, which consists of expenses for electric power, chemicals and purchased water (where applicable).

**Escalation Clause:** The rate set forth in the Service Agreement shall be subject to an Escalation Clause, during the original and any renewal terms of the Service Agreement, based upon changes in published price indices and /or changes in the Company's cost of service, as the Company and the qualifying customer shall agree.

**Filing With The Pennsylvania Public Utility Commission/Confidentiality:** Service Agreements entered into between the Company and qualifying customers under this rider shall be filed with the Commission on a confidential basis within thirty (30) days of their execution and shall not be subject to disclosure except by Petition made to and granted by the Commission pursuant to 52 PA Code ' 1.74.

- (f) As used in Rule (d), above "bona fide prospective customer" and the "non bona fide customer" shall mean any owner or lessee who is or will be the occupant of an existing developed premise having a curb line abutting on that part of a street or public highway in which there is, or is to be located a distribution main of the Company, who shall file a signed application for a new customer service line to such premises and for water service to begin immediately following installation of the customer service line. (C)
- (g) The Customer service line shall be placed at least four feet below the final graded surface of the ground. All service lines from the curb to the meter shall be approved by the Company as to size, kind of pipe and installation, and shall be installed and kept in good repair by the customer at their expense.
- (h) A customer service line supplying a premise shall not pass through or across any premises or property other than that to be supplied, and no water pipes or plumbing in any premises shall be extended therefrom to adjacent or other premises. A customer service line shall not be connected to hydrant branch lines and it will not be permitted to cross intervening properties even with the protection of easements. Only Customers owning property in fee which directly abuts a street wherein there is an existing main of the Company will be permitted to attach a customer service line to the Company's main for the purpose of receiving water service therefrom. It is understood that such property owned in fee by said prospective Customer shall be a complete standard building lot which complies with the existing zoning laws and regulations of the municipality in which such property is located. It is further understood that if such property owned in fee by a Customer is subsequently sold, the purchaser of such property will be entitled to receive water service upon compliance with all of the provisions of this tariff, but that the seller of such property shall only be entitled to continue to receive service if such seller complies with all of the provisions of this tariff.
- (i) A new application either written, faxed, via phone or via the internet must be made to, and approved by, the Company upon any change in the identity of the customer at a property or in the service as described in the application, and the Company may discontinue the water supply until such new application has been made and approved.
- (j) The Company, in its discretion, and with the agreement of the applicant, may enter into a Main Extension Agreement with alternative terms and conditions for funding of extensions if the Company concludes that the extension will provide a reasonable return or otherwise is in the long term interest of its customers.
- (k) These provisions shall not be construed to apply to an extension, or portion thereof, undertaken for general system improvement or to connect any water company or municipally owned system acquired by the Company to the Company's distribution system.

12. The Non Bona Fide Service Applicant shall supply the company with an “as built” set of plans for the construction project certified by either a professional engineer or surveyor. This “as built” set of plans shall be created on the version of AUTO CAD which is compatible with the Company’s version of the AUTO CAD. The plans shall be submitted electronically in a format readable by the Company. The plans shall contain coordinate geometry of the property or development roadways and/or lot layout, lot numbers, street addresses, street names, section township and range information and locations of all mains, pipelines, service lines and valves referenced from a fixed point, i.e. property corners and centerline of roadway intersections located by a registered surveyor or Engineer. GPS coordinates for all hydrants, valves blow offs and curb stops must be provided as specified in the most current version of the Company’s standard specification for main installation. Roadway stations are not acceptable for “as built” information. The properties of entities cannot be changed. The Non Bona Fide Service applicant’s Engineer of Record shall provide a letter certifying the “as built” information to be correct. A scanned reproduction will not be accepted as an original electronic file. (C)
13. The Company, in its sole discretion, will not accept ownership of the mains or services or provide water service to any metered connection therefrom until the Company determines: (1) that all construction related to installation of mains and services is properly completed, (2) that the facilities are acceptable for public service, (3) that all company costs have been paid, (4) that a proper accounting of the construction costs has been provided to the Company, (5) that the Company has received the “as built” plans as specified in Paragraph 12 above, (6) the bill of sale and (7) the maintenance bond (C)
14. Following completion of the construction of facilities, ownership of all mains, services and appurtenances shall be transferred to the Company, at no cost to the Company and free and clear of any liens. (C)
15. At the time of transfer of ownership of the facilities to the Company, the Company shall be provided, at no cost to the Company, appropriate rights of way to provide future access for repair, maintenance, replacement or other related reasons.
16. Upon completion of the installation of the extension, a final memorandum shall be prepared and completed by the Non Bona Fide Service Applicant and signed by both parties showing the actual costs and the Company construction overhead costs.
17. The Non Bona Fide Service Applicant shall warrant and be responsible for all maintenance of facilities constructed by the Non Bona Fide Service Applicant and holds the Company harmless against all costs, expenses and losses, including, without limitation, incidental and consequential damages resulting from any defects in the facilities, including, without limitation, defects in material and workmanship, which are discovered or arise within the warranty period of no less than two (2) years period following the transfer of ownership of the facilities to the company. As security for the Non Bona Fide Service Applicant’s performance of its representation and warranty, simultaneously with the conveyance of the facilities to the Company, the Non Bona Fide Service Applicant shall deliver to the Company an executed contract bond in form and substance satisfactory to the Company in the amount of twenty five percent (25%) of the total cost of the extension. The contract bond shall have as the surety thereon such surety company, acceptable to the Company, as is authorized to write bonds of such character and amount under the laws of the Commonwealth of Pennsylvania. The attorney-in-fact, or other officer who signs a contract bond for a surety company, must file (C)

with such bond a certified copy of his power of attorney authorizing him to do so. Subject to the approval of the Company, the Non Bona Fide Service Applicant may elect to deliver to the Company a contract bond in compliance with all requirements herein and in a form acceptable to the Company, from the Non Bona Fide Service Applicant's contractors as the principal with the Non Bona Fide service Applicant and the Company as co-obligees. The contract bond shall remain in force for no less than two (2) years following the date of the transfer of ownership of the facilities to the Company, as defined herein. Once the Company is aware of a defect in the facilities, the Non Bona Fide Service Applicant will be notified of the defect within ten (10) days. If the Non Bona Fide Service Applicant fails to make or commence timely repairs or replacements of any defects in the facilities discovered or arising within said warranty period, the Non Bona Fide Service Applicant or his surety shall be liable to the Company for all costs arising therefrom. All documents referred to in or required by this paragraph shall be a form acceptable to the Company. (C)

18. The Company shall pay refunds to the Non Bona Fide service applicant only in the manner and in the amounts provided below. A refund will be paid for each metered connection that is made to the main extension within the period of ten (10) years from the date of the agreement. Any unrefunded portion of the construction costs shall be considered to be contributed to the Company. In no event shall there be refunded more than the full amount of construction costs transferred to the Company. (C)

(i) Refunds on Main Extensions for Residential Class Customers For Main Extensions for Residential Class Customers. For each metered bona fide customer connection made during a ten (10) year period from the date of the agreement, the applicant will be entitled to a refund in the following manner. For the first three (3) years of the ten year agreement, such applicant will receive two (2) times the prior years average annual revenue received by the Company for a similar class residential customer. During the remaining seven (7) years of the agreement the applicant will receive one (1) times the average annual revenue received by the Company for a similar class residential customer. Residential Class Customers are based on an ERC (Equivalent Residential Customer). An ERC is the total amount of revenue received from the residential class customers, divided by the total number of residential customers. A single family residential home is considered as 100% of a ERC. Individually metered Townhomes, Duplexes and Condominiums are given credit for 70 %ERC. Individually metered apartment houses are given credit for 50 % ERC.

(ii) Refunds on Main Extensions for Structures other than Residential Customers, excluding apartments. For each metered connection made during the ten (10) year period from the date of the agreement, the applicant will have an option to receive a refund in one of the two (2) following methods. The method set forth in the sub-paragraph (i) above and based on the average usage of similar usage customers, or the same method based on the actual annual revenue received from the non-residential customer for the prior year. When an option is selected, all metered connections to the main will be subject to the same refund formula for the remaining life of the agreement.

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Sixth: Applicant will grant to the Company an irrevocable easement, at no cost to Company, for the maintenance, operation, repair and replacement of said main extension, services, fire hydrants and appurtenances within the limits of any existing or proposed street, avenue, roadway, private property or easement area, together with right of ingress and egress thereto, in a form satisfactory to the Company and duly executed and acknowledged in proper form for recording.

Seventh: It is further understood and agreed by and between the parties hereto that the Applicant's agreement to construct the said extension is subject to the Applicant obtaining all necessary consents, orders, permits and approvals of public officers or public bodies having jurisdiction over or lawful interest in any of the subject matters herein. In the event that the Applicant, after prompt application and diligent effort is unable to obtain any necessary consent, order, permit or approval as aforesaid, or in the event that the Applicant is enjoined or prevented by lawful action of any such public officer or official body from constructing the said extension, the Company's sole obligation will be to repay the Applicant the amount advanced for the Company's construction overhead costs less the cost which is incurred by the Company in conjunction with the main extension and appurtenances which are the subject of this Agreement.

Eighth: Applicant agrees that before the commencement of work, the Applicant will clearly mark upon the ground by means of stakes or in some other equally positive manner the exact lines and grades to which the street, highway, or land in which the said water pipes are to be laid is to be finally built and that he will grade the said street, highway, or land so that it will be at all points within less than one (1') foot of the above finished grades before the work of installing the said water pipes. The Company, however, shall not permit the Applicant's contractor to lay pipes according to lines or grades of which the Company does not approve. And it is agreed that any time, prior to the dedication and acceptance as a public street or highway by the governing body of any street or highway under which water mains are laid in conformity with this agreement it shall become necessary to change or move the said pipes or their appurtenances by reason of any change or alteration in the lines or grades of the street, highway, or land in which they are laid, then the expense of such change or moving of said pipes and their appurtenances, and any other expense incidental thereto, shall be borne by Applicant. And its also agreed that the applicant shall supply the company with an accurate "as built" set of plans for the construction project certified by a professional engineer or professional surveyor. The As-built plans must clearly show all fittings, valves, bends, hydrants, blow off assemblies, and service lines and include GPS coordinates as specified in the latest version of the Company's standard specifications for main installation. All appurtenances must be located using station numbers and or electronically coordinates referenced to a point established by a registered surveyor or engineer. Roadway stations are not acceptable for as built information. The final As-Built plan must be supplied to the Company in an acceptable format (currently AutoCad.dwg). A letter from the applicant's Engineer of Record certifying that the As-Built information is correct must accompany the electronic submission before the Company approves the As-Built. (C)

Ninth: It is agreed by Applicant that the Applicant will not build at any time hereafter on, in, or over the said easement any structure, the construction or presence of which will endanger or render ineffective or difficult of access the water pipes or appurtenances of the Company, or lay other pipes or conduits within four (4') feet or ten (10) feet in the case of sewer mains measured horizontally, from the said water pipe except pipes crossing same at right angles in which latter case a minimum distance of eighteen (18") inches shall be maintained between the pipes. No excavation or blasting shall be carried on which in any way endangers the said water pipes. Provided, however, that should the Applicant wish to do so it may, at its own expense, provide a new location acceptable to the Company for the said water pipes and the Applicant's contractor will then move said water pipes and appurtenances to said new location, and the whole cost of such moving and altering and any expense incident thereto, shall be borne by the Applicant. (C)

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**METER SETTING:**

19. When the meter is installed inside the home or building, it shall be the responsibility of the customer to install the meter setting in a safe and readily accessible and protected location in the home or building in accordance with Company plans and specifications. The meter shall be installed at such a point where the customer service line enters the premise foundation wall so as to ensure all water is metered. aid location must be acceptable to the Company as most convenient for examination, reading, maintenance and/or removal of the meter. (C)

20. Where, in the opinion of the Company, no suitable place is available for an inside meter installation; the Customer shall install a meter pit or vault in accordance with Company plans and specifications. The meter pit or pit or vault shall be placed within the street or highway right-of-way at or just inside the Customer's property line, or at such other location as may be ordered by the Company. A meter pit will also be required in all cases determined by the Company, including but not limited to, where: (C)

- a) the Customer's service line crosses a stream, swale, retention basin or similar structure; (C)
- b) the Customer's residential service line is over 100 feet in length;
- c) the Customer's service line is not or cannot be installed at a right angle to the curb within the building limits of the structure to be served;
- d) the Customer's structure does not contain a basement or is not a permanently fixed structure, unless otherwise approved by Company;
- e) there is no suitable location to protect the meter from freezing or other damage, or to provide access for reading; (C)
- f) any portion of the service line is under the building's floor or slab;
- g) any commercial business that their hours of operation prevents access to the meter.

21. The cover and locking device for each outside meter vault or meter box shall conform to a uniform standard established by the Company.

For meters requiring a confined space pit the meter shall have remote reading capability so as to eliminate the need to enter the pit to read the meter.

Meter pit lids shall be set flush with the surrounding surface and shall not have any obstruction overhanging the meter pit, such as shrubbery, porches or steps which would prevent reasonable ease in obtaining a meter reading or installing or replacing the meter.

22. An appropriately specified and sized backflow preventor, as approved by the American Water Works Association, will be installed at the customer's expense on the discharge side of the meter at a point prior to the installation of any branch piping to prevent the backflow of water into the Company's meter. The type of backflow preventor will be determined by the Company and will be based on the customer's usage hazard classification. (C)

In the case of meters two (2") inches and larger, the customer shall provide suitable piping and valves to by-pass the meter in order to provide uninterrupted service during testing and/or changing of the meter. All bypasses shall be fitted with a lockable control valve to prevent unauthorized and unmetered water use during normal periods of service. In the case of an unmetered fire sprinkler system, a double check valve backflow with a detector check shall be installed. (C)

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DISTRIBUTION SYSTEM IMPROVEMENT CHARGE

EXCEPT PUBLIC FIRE PROTECTION

In addition to the net charges provided for in this Tariff, a charge of 0.00% will apply to all charges for bills rendered on or after July 1, 2009. (D)

The above charge will be recomputed quarterly, using the elements prescribed by the Commission in its Order dated August 26, 1996 at Docket No. P-00961031.