

**AMENDMENT NO. 2
TO THE
AGREEMENT FOR THE PROVISION OF
ELECTRIC SERVICE TO MUNICIPALITIES
AND COUNTIES OF THE
COMMONWEALTH OF VIRGINIA
FROM VIRGINIA ELECTRIC AND POWER COMPANY**

THIS AMENDMENT (the "Amendment") is made and entered into as of February 1, 2009 (the "Effective Date") by and between **VIRGINIA ELECTRIC AND POWER COMPANY**, a Virginia public service corporation ("Dominion Virginia Power") and **VIRGINIA ENERGY PURCHASING GOVERNMENTAL ASSOCIATION**, a joint powers association representing member units of political subdivisions of the Commonwealth of Virginia ("VEPGA"). The Amendment revises the Agreement for the Provision of Electric Service to Municipalities and Counties of the Commonwealth of Virginia from Virginia Electric and Power Company dated June 25, 2007 ("Agreement"). (Dominion Virginia Power and VEPGA shall be referred to hereafter collectively as the "Parties.")

RECITALS

In correspondence to VEPGA dated December 31, 2008, Dominion Virginia Power proposed to revise Schedule SMH to address the Energy Independence and Security Act which required that, after January 1, 2009, newly manufactured metal halide luminaires having lamps of greater than 150 Watts and less than or equal to 500 Watts use pulse start lamps and ballasts rather than switch/ probe start technology. The correspondence indicated that this new requirement would affect the two new metal halide luminaire offerings on Schedule SMH, as revised in Amendment No. 1 to the Agreement on October 15, 2008. Accordingly, Dominion Virginia Power proposed additional revisions to Schedule SMH.

In correspondence to Dominion Virginia Power dated January 15, 2009, legal counsel for VEPGA indicated that VEPGA accepted the revisions to Schedule SMH proposed in the December 31, 2008 correspondence, subject to the addition of a reasonable relamping period.

In electronic correspondence to VEPGA dated January 21, 2009, Dominion Virginia Power indicated that it had researched the average operating life of the metal halide lamps proposed in Schedule SMH and the optimal time to perform re-lamping to enhance lumen maintenance and avoid spot re-lamping trips. That research led Dominion Virginia Power to conclude that the Schedule SMH luminaires should be re-lamped on a four-year cycle. Accordingly, Dominion Virginia Power agreed to add a four year re-lamping schedule to Schedule SMH in addition to the revisions proposed in its December 31, 2008 correspondence.

In electronic correspondence to Dominion Virginia Power dated January 23, 2009, VEPGA accepted the four year re-lamping schedule.

Consequently, the Parties wish to amend the Agreement to revise **Schedule SMH** concerning decorative metal halide-lamped luminaires.

NOW, THEREFORE, in consideration of the mutual covenants in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Attachment A to the Agreement, concerning the schedule of charges from July 1, 2007 through December 31, 2010, as amended by Amendment No. 1 on October 15, 2008, is further amended by deleting Schedule SMH included with Amendment No. 1 (Municipal and County – Streetscape Metal Halide Supplemental Outdoor Lighting Rate) and inserting in its stead the Schedule SMH attached to this Amendment as **Exhibit 1**.

2. **Exhibit 1** shall be applicable to all requests for service received on or after the Effective Date concerning the matters addressed by such rate schedule.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

VIRGINIA ELECTRIC AND POWER COMPANY

BY: David F. Koogler
David F. Koogler
Director – Rates and Load Research

VIRGINIA ENERGY PURCHASING GOVERNMENTAL ASSOCIATION

BY: Paul N. Proto
Paul N. Proto
Chairman

SCHEDULE SMH

MUNICIPAL AND COUNTY

STREETSCAPE METAL HALIDE SUPPLEMENTAL OUTDOOR LIGHTING RATE

I. APPLICABILITY

This Schedule is applicable to any municipality or county, or any board, agency or authority thereof for Electricity Supply Service and Electric Delivery Service to premium lighting equipment with metal halide lamping.

II. MONTHLY RATE

A. Streetscape Lighting Service

a. Distribution Service Charge

Approximate Lumens	Nominal Wattage	Input Wattage	Monthly kWh	Distribution Service Charge Per Unit Per Month	
				First Unit Per Pole	Each Additional Unit on Same Pole
7,000	100	124	41	\$30.31	\$13.20
10,000	150	173	57	\$31.41	\$13.45
13,000	200	228	76	\$37.63	\$13.26
24,000	320	365	121	\$38.00	\$13.62

b. Electricity Supply Service Charge

Approximate Lumens	Nominal Wattage	Input Wattage	Monthly kWh	Electricity Supply Service Charge Per Unit Per Month	
				First Unit Per Pole	Each Additional Unit on Same Pole
7,000	100	124	41	\$1.29	\$1.29
10,000	150	173	57	\$1.80	\$1.80
13,000	200	228	76	\$3.13	\$3.13
24,000	320	365	121	\$4.80	\$4.80

(Continued)

Electric- Virginia
Municipal – County

Superseding Schedule Effective For Usage On
and After 07-01-07. This Schedule Effective For
Usage On and After 02-01-09.

SCHEDULE SMH

MUNICIPAL AND COUNTY

STREETSCAPE METAL HALIDE SUPPLEMENTAL OUTDOOR LIGHTING RATE

B. Each Electricity Supply kilowatthour used is subject to Fuel Charge Rider A. Electricity Supply kilowatthours used shall be the "Monthly kWh" shown in II. A., above, for each lamp.

II. MONTHLY RATE (Continued)

C. Minimum Charge

The monthly minimum charge shall be the rate specified in Section II. A., above.

III. PAYMENTS

Bills are due and payable from the billing date as provided in Section VII of the Terms and Conditions of the Agreement or the equivalent provision in any subsequent agreement, of which this schedule is a part.

IV. TERMS AND CONDITIONS

A. The complete installation is to be furnished, maintained and operated by the Company and will remain the property of the Company. The type of fixture and method of installation shall be in accordance with Company standards. The Company will make underground installations in accordance with Section III of the Terms and Conditions, or the equivalent provision in any subsequent agreement, of which this schedule is a part. Installations on buildings or structures belonging to the Customer or to others will not be permitted.

B. The Customer shall report to the Company, as promptly as possible, any lights that are out or not burning properly.

1. Following such report, the Company will, except in storm or other unusual weather or operating conditions, endeavor to replace or repair such lights within the number of days described below:

a. for installations not involving an underground cable failure, three working days;
or

b. for installations involving an underground cable repair, five working days; or

(Continued)

SCHEDULE SMH

MUNICIPAL AND COUNTY

**STREETSCAPE METAL HALIDE
SUPPLEMENTAL OUTDOOR LIGHTING RATE**

- c. for installations involving an underground cable replacement:

IV. TERMS AND CONDITIONS (Continued)

- i) in cases where the cable is in customer-owned conduit, 20 calendar days following the Customer's notification to the Company of the completion of any required conduit repair, and
- ii) 40 calendar days in all other cases.

The number of days described, above, assumes the Company is not required to obtain a permit for such work in public ways, or is permitted to perform such work under a blanket permit. The Company shall be allowed additional time commensurate with the time required to obtain case-specific permits.

- 2. Regardless of the reason for repair, if the streetlight has not been repaired within the applicable time limit, below, the Company will automatically adjust the billing. The amount of any refund or credit for such lights shall be prorated for the days of outage following the first report to the Company.
 - a. For all installations not involving an underground cable failure, eleven calendar days.
 - b. For installations involving an underground cable repair, fifteen calendar days.
 - c. For installations involving an underground cable replacement, 45 calendar days.

If the Company cannot either perform the required work without obtaining a permit for work in public ways or cannot perform the required work under a blanket permit for work in public ways, the above time limits shall be extended by any duration in excess of three calendar days from the date the Company submitted the application for a case-specific permit to the date the Company received the approved permit.

In the event the Company must await completion of any work by the Customer (including but not limited to Customer's repair of Customer-owned conduit or pole foundations), all time limits shall be calculated from the day the Company receives notification from the Customer of the completion of such work. If, after receiving notification that the Customer's work is completed (including corrections of unsatisfactory work), the Company in its reasonable judgment determines that any Customer-performed work is unsatisfactory, the time limit shall be recalculated from

SCHEDULE SMH

MUNICIPAL AND COUNTY

**STREETSCAPE METAL HALIDE
SUPPLEMENTAL OUTDOOR LIGHTING RATE**

the day the Company subsequently receives notification from the Customer that such unsatisfactory work has been corrected.

IV. TERMS AND CONDITIONS (Continued)

3. As used in this schedule, underground cable repair shall mean uncovering an underground cable fault and splicing the faulted underground cable together and -- when appropriate -- shall further include incidental replacement of up to five feet of underground cable to bridge a damaged cable segment. More extensive replacement work shall be considered as an underground cable replacement except as may be otherwise determined by the Company. The Company shall determine whether the most appropriate method of restoring service is through underground cable repair or underground cable replacement.
 4. This Paragraph B. will not be applicable to outages caused by extraordinary circumstances requiring abnormal repairs.
- C. The Company will clean and re-lamp the metal halide luminaires offered under this schedule every four years.