

**AMENDMENT NO. 3
TO THE
AGREEMENT FOR THE PROVISION OF
ELECTRIC SERVICE TO MUNICIPALITIES
AND COUNTIES OF THE
COMMONWEALTH OF VIRGINIA
FROM VIRGINIAELECTRIC AND POWER COMPANY**

THIS AMENDMENT (the "Amendment") is made and entered into as of December 21, 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 October 5, 2009, Dominion Virginia Power transmitted a memorandum from 3Degrees, Inc. dated September 29, 2009 setting forth the VEPGA Green Power Option Term Sheet. At an October 9, 2009 meeting between the Parties, VEPGA accepted the proposed terms set forth in the aforementioned memorandum and requested that they be implemented to become effective by January 1, 2010. In order to do as requested, Dominion Virginia Power needs to introduce its Rider G-CM into the Agreement. Consequently, the Parties wish to amend the Agreement to include Dominion Virginia Power's **Rider G-CM** concerning the provision of renewable energy attributes.

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, offers Rider G-CM which pertains to rates, terms and conditions associated with the purchase of Renewable Energy Certificates ("REC"); Exhibit 1 to this Amendment contains Rider G-CM with the initial pricing, which is subject to revision pursuant to Item 2 below.

2. The initial price for each REC will be fixed for the period of January 1, 2010 through June 30, 2010. Thereafter, new pricing will be provided to VEPGA by June 1, 2010 to be effective beginning July 1, 2010 through December 31, 2010.

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 – State Regulation

VIRGINIA ENERGY PURCHASING GOVERNMENTAL ASSOCIATION

BY: Steve Sinclair
Steve Sinclair
Chairman

RIDER G - CM
MUNICIPAL AND COUNTY
RENEWABLE ENERGY PROGRAM

I. APPLICABILITY & AVAILABILITY

This Rider is available on a voluntary basis as a companion rate to any Customer who contracts with the Company for the purchase of renewable energy credits (RECs) for all or a portion of the Customer's monthly consumption and who also purchases Electricity Supply Service in accordance with either Schedule 100, 110, 120, 130, 122, 131, or 132.

II. DESCRIPTION OF RECs

All RECs will be Green-e Energy Certified. Green-e Certified RECs frequently, but are not guaranteed to, satisfy applicable requirements of nationally recognized green initiatives, as they exist on January 1, 2010.

III. RENEWABLE ENERGY OPTIONS AND PARTICIPATION LEVELS

This Rider will provide the Customer the option to purchase RECs from generation facilities that use renewable energy resources to produce electricity. The Monthly Rate for RECs (MRR) equals 0.5 cents per kWh.

A. The Rider provides two (2) options. A Customer shall select from one of the following:

1. Option 1

100% of the Customer's monthly consumption is subject to the MRR. The formula for determining the amount that will be billed to a customer is:

Monthly kWh consumption x MRR, or

2. Option 2

A Customer designates his or her level of participation by choosing a fixed dollar contribution per month, in multiples of \$2.00, for the purchase of RECs. The amount that will be billed to a Customer is the multiple selected by the Customer. The amount of RECs purchased by the Customer under this option is determined by the following formula:

Total dollar contribution / MRR

RIDER G -CM
MUNICIPAL AND COUNTY
RENEWABLE ENERGY PROGRAM

(Continued)

III. RENEWABLE ENERGY OPTIONS AND PARTICIPATION LEVELS (Continued)

- B. The charges determined under this Rider shall be in addition to all other charges of the companion rate schedule under which the Customer is also receiving Electricity Supply Service.**

IV. TERM OF CONTRACT

The Customer may terminate service under this Rider by giving the Company at least thirty (30) days prior notice. After receiving notice, the Company will terminate service under this Rider effective with, or prior to, the Customer's next meter read date.