

**AMENDMENT NO. 5 TO THE
AMENDED AND RESTATED
AGREEMENT FOR THE PROVISION OF
ELECTRIC SERVICE TO MUNICIPALITIES
AND COUNTIES OF THE
COMMONWEALTH OF VIRGINIA
FROM VIRGINIA ELECTRIC AND POWER COMPANY**

THIS AMENDMENT No. 5 (“Amendment No. 5”) is made and entered into as of, September 29, 2017 (the “Effective Date”) by and between **VIRGINIA ELECTRIC AND POWER COMPANY**, a Virginia public service corporation (“Dominion Energy Virginia,” formerly known as “Dominion Virginia Power,” or the “Company”), and **VIRGINIA ENERGY PURCHASING GOVERNMENTAL ASSOCIATION**, a joint powers association representing member units of political subdivisions of the Commonwealth of Virginia (“VEPGA”). This Amendment No. 5 revises the *Amended and Restated Agreement for the Provision of Electric Service to Municipalities and Counties of the Commonwealth of Virginia from Virginia Electric and Power Company* made and entered into on August 1, 2014 (“Agreement”), as initially amended by Amendment No. 1 made and entered into as of March 24, 2015 (“Amendment No. 1”), as further amended by Amendment No. 2 made and entered into as of March 18, 2016 (“Amendment No. 2”), as further amended by Amendment No. 3 made and entered into as of September 27, 2016 (“Amendment No. 3”), and as most recently amended by Amendment No. 4 made and entered into as of June 12, 2017 (“Amendment No. 4”). Dominion Energy Virginia and VEPGA shall be referred to hereafter collectively as the “Parties.”

RECITALS

WHEREAS, the Agreement in Section C, subsection 4 addresses new rate adjustment clauses and states that in the event Dominion Energy Virginia receives State Corporation Commission of Virginia (“SCC”) approval for any new rate adjustment clauses during the term of the Agreement, a comparable rate adjustment clause will be implemented in a similar manner for VEPGA. Accordingly, the Parties pursuant to Amendment No. 2 added VEPGA Rider GV-CM for the Greenville Power Station but VEPGA declined to add the Company’s proposed VEPGA Rider U-CM for the Company’s Strategic Underground Program, which was pending approval by the SCC in Case No. PUE-2015-00114, and pursuant to Amendment No. 3 revised VEPGA Rider G-CM and VEPGA Schedule SSL – Solid State Lighting, and pursuant to Amendment No. 4 added (i) VEPGA Rider US-2-CM for the Company’s 2016 Solar Projects, and (ii) VEPGA Rider U Phase 1 – CM and VEPGA Rider U Phase 2 – CM for the Company’s Strategic Underground Program; and

WHEREAS, Amendment No. 1 to the Agreement addresses, among other things, the Parties’ mutual agreement concerning renewable energy certificate (“REC”) pricing under VEPGA’s Rider G-CM for 2015, 2016, and 2017, and the Parties mutual agreement to negotiate a fixed price for RECs under VEPGA Rider G-CM to become effective on and after October 1, 2017; and

WHEREAS, Dominion Energy Virginia's supplier of the metal halide decorative acorn luminaire will cease producing the metal halide version of this luminaire in the near future, Dominion Energy Virginia proposes changes to VEPGA Rate Schedule SMH – Streetscape Metal Halide Supplemental Outdoor Lighting Rate, VEPGA Rate Schedule 153 – Street Lighting Special Fixtures, and VEPGA Rate Schedule SSL – Solid State Lighting to address the process for replacing existing or installing new metal halide-lamped luminaires; and

WHEREAS, the Parties have previously agreed in Amendment No. 1 to update riders effective as of July 1, 2015 and effective as of October 1, 2015 for VEPGA Rider G-CM; have previously agreed in Amendment No. 2 to update riders effective as of July 1, 2016; have previously agreed in Amendment No. 3 to revise VEPGA Rider G-CM as of October 1, 2016 and VEPGA Rate Schedule SSL-Solid State Outdoor Lighting for usage on and after February 1, 2017; and have previously agreed in Amendment No. 4 to update riders effective as of July 1, 2017, to add – effective for usage on and after July 1, 2017 – (i) VEPGA Rider US-2-CM for the Company's 2016 Solar Projects (for which SCC approval for the corresponding rider for jurisdictional customers was pending in Case No. PUE-2016-00113 as of the effective date of Amendment No. 4) and (ii), VEPGA Rider U Phase 1 – CM and VEPGA Rider U Phase 2 – CM for the Company's Strategic Underground Program (for which SCC approval for the corresponding rider for jurisdictional customers was pending in Case No. PUE-2016-00136 as of the effective date of Amendment No. 4); and

WHEREAS, the SCC approved the Company's request to implement Rider U for Virginia jurisdictional customers, effective for usage on and after September 1, 2016, in Case No. PUE-2015-00114. As a result of VEPGA's declining to add the Company's proposed VEPGA Rider U-CM from Case No. PUE-2015-00114 in 2016, there is currently an under-recovery of revenues associated with VEPGA's Rider U Phase 1 – CM for the period of September 1, 2016 through and including June 30, 2017; and

WHEREAS, typographical errors were discovered by the Company in the VEPGA Rider U Phase 1 – CM and VEPGA Rider U Phase 2 – CM footnotes, such that Distribution units were referenced rather than Electricity Supply units; such correction to the VEPGA Rider U Phase 1 – CM and VEPGA Rider U Phase 2 – CM footnotes to reference Electricity Supply units is consistent with the rate design for these riders and the VEPGA Rider U Phase 1 – CM and VEPGA Rider U Phase 2 – CM charges, which have already been billed to VEPGA Customers; and

WHEREAS, the SCC issued its Final Order in Case No. PUE-2016-00113 on June 30, 2017, that approved a jurisdictional overall Rider US-2 revenue requirement based on 9.4% ROE, and the VEPGA Rider US-2-CM rate was based on a 9.4% ROE; and the SCC issued its Final Order in Case No. PUE-2016-00136 on September 1, 2017, that approved a Rider U revenue requirement based on a reduced capital-spend amount of \$40 million for Phase 2 rather than the Company's proposed capital-spend amount of \$110 million, and the VEPGA Rider U Phase 2-CM rate was based on VEPGA's allocated share of the overall proposed revenue requirement based on the higher capital-spend level of \$110 million; and the Parties agree not to modify at this time the VEPGA Rider U Phase 1-CM and VEPGA Rider U Phase 2-CM rates, effective for usage on and after July 1, 2017, subject to true-up plus interest. The existing VEPGA under-recovery for the Company's Strategic Underground Program Phase 1 will be reduced – but not eliminated – by keeping the VEPGA Rider U Phase 1-CM and Rider U Phase 2-CM rates at the July 1, 2017 level. Thus, the associated under-recovery to be added to the July 1, 2018 VEPGA Rider U Phase 1 – CM revenues through the true-up process will be reduced; and the Parties agree to correct typographical errors in

the footnotes of VEPGA Rider U Phase 1 – CM and VEPGA Rider U Phase 2 – CM to indicate that the rates are to be applied to Electricity Supply units rather than to Distribution units, such change is consistent with the VEPGA Rider U Phase 1 – CM and Rider U Phase 2 – CM rate design and charges already rendered on VEPGA Customer bills; and the Parties agree to accept the Company’s proposed REC fixed price of \$2/MWh for national mix under VEPGA Rider G-CM on and after October 1, 2017 through and including June 30, 2018; and the Parties mutually agree to accept the Company’s modifications to VEPGA Rate Schedule SMH, VEPGA Rate Schedule SSL, and VEPGA Rate Schedule 153 to memorialize the process for replacing existing metal halide-lamped luminaires or installing new metal halide-lamped luminaires when Customer-requested metal halide luminaires are not available from the Company’s supplier or in the VEPGA Customer’s inventory, all as set forth below in this Amendment No. 5.

NOW, THEREFORE, in consideration of the mutual covenants in this Amendment No. 5 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. VEPGA accepts Dominion Energy Virginia’s REC fixed price for national mix of \$2/MWh under Rider G-CM, effective on and after October 1, 2017 through and including June 30, 2018.
2. VEPGA accepts Dominion Energy Virginia’s proposed changes to the following VEPGA riders and Rate Schedules:
 - a. VEPGA Rider U Phase 1 – CM to correct Footnote 1 from “Applied to Distribution Service Charge to all kWh billed under this Rate Schedule, pursuant to Paragraph II.C. for Rate Schedules 130, 131, and 134 or Paragraph III.C. for Rate Schedule 132 and 133” to “Applied to all Electricity Supply kWh billed under this Rate Schedule;” correct Footnote 2 from “Applied to kW of Distribution Demand” to “Applied to kW of Electricity Supply Demand;” and correct Footnote 3 from “Applied to Distribution Contract Demand” to “Applied to Electricity Supply Demand;” and change the effective date from July 1, 2017 to October 1, 2017; and
 - b. VEPGA Rider U Phase 2 – CM to correct Footnote 1 from “Applied to Distribution Service Charge to all kWh billed under this Rate Schedule, pursuant to Paragraph II.C. for Rate Schedules 130, 131, and 134 or Paragraph III.C. for Rate Schedule 132 and 133” to “Applied to all Electricity Supply kWh billed under this Rate Schedule;” correct Footnote 2 from “Applied to kW of Distribution Demand” to “Applied to kW of Electricity Supply Demand;” and correct Footnote 3 from “Applied to Distribution Contract Demand” to “Applied to Electricity Supply Demand;” and change the effective date from July 1, 2017 to October 1, 2017; and
 - c. VEPGA Rate Schedule SMH to add language about replacing an existing metal halide-lamped luminaire or installing a new metal halide-lamped luminaire at the Customer’s service location when the Customer-requested metal halide-lamped luminaire is no longer available from the Company’s supplier; and

- d. VEPGA Rate Schedule SSL to add language to allow conversions from existing metal halide-lamped luminaires, which are billed on VEPGA Rate Schedule SMH, to comparable new LED luminaires, which shall be billed by the Company on VEPGA Rate Schedule SSL, using the conversion rate in the applicable rate tier; and
- e. VEPGA Rate Schedule 153 to add language indicating that Rate Schedule SMH is closed effective October 1, 2017 and that the Company will continue to install metal halide-lamped luminaires, upon the VEPGA Customer's request, until the VEPGA Customer's inventory of such luminaires is exhausted.

The effective date of the revised VEPGA Rider U Phase 1 – CM, VEPGA Rider U Phase 2 – CM, VEPGA Rate Schedule SMH, VEPGA Rate Schedule SSL, and VEPGA Rate Schedule 153 shall be for usage on and after October 1, 2017.

3. **Attachment B** of the Agreement, concerning Rate Schedules effective on the applicable of August 1, 2014 through and including June 30, 2018, or November 1, 2014, as amended by Amendment No. 1 and Amendment No. 2, will be as of the Amendment No. 5 effective date, further amended by the following:

- a. replace the existing Rider U Phase 1 – CM with the revised Rider U Phase 1 – CM attached to this Amendment No. 5 as **Exhibit 1**; and
- b. replace the existing Rider U Phase 2 – CM with the revised Rider U Phase 2 – CM attached to this Amendment No. 5 as **Exhibit 2**; and
- c. replace the existing Rate Schedule SMH with the revised Rate Schedule SMH attached to this Amendment No. 5 as **Exhibit 3** ; and
- d. replace the existing Rate Schedule SSL with the revised Rate Schedule SSL attached to this Amendment No. 5 as **Exhibit 4**; and
- e. replace the existing Rate Schedule 153 with the revised Rate Schedule 153 attached to this Amendment No. 5 as **Exhibit 5**; and
- f. replace the existing Rider G-CM with the revised Rider G-CM attached to this Amendment No. 5 as **Exhibit 6**.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 5 effective as of the Effective Date.

[SIGNATURES APPEAR ON NEXT PAGE]

VIRGINIA ELECTRIC AND POWER COMPANY

By: Thomas P. Wohlfarth
Thomas P. Wohlfarth
Senior Vice President—Regulatory Affairs

VIRGINIA ENERGY PURCHASING GOVERNMENTAL ASSOCIATION

By: _____
Susan M. Hafeli
Chair

VIRGINIA ELECTRIC AND POWER COMPANY

By: _____
Thomas P. Wohlfarth
Senior Vice President—Regulatory Affairs

VIRGINIA ENERGY PURCHASING GOVERNMENTAL ASSOCIATION

By: Susan M. Hafeli
Susan M. Hafeli
Chair

RIDER U PHASE 1-CM

MUNICIPAL AND COUNTY

STRATEGIC UNDERGROUND PROGRAM – PHASE 1

The following Rate Schedules shall be increased by the applicable cents per kilowatt-hour and/or dollars per kilowatt charge.

Rate Schedule	Cents per kWh Charge ¹	\$ per kW Charge
<u>Miscellaneous Light and Power</u>		
100	0.022¢/kWh	
110	0.022¢/kWh	
120	0.022¢/kWh	
130		\$0.066/kW ²
131		\$0.066/kW ²
132	0.021¢/kWh	
133	0.021¢/kWh	
134		\$0.066/kW ³
<u>Traffic</u>		
102	0.022¢/kWh	
<u>Street Lighting</u>		
150	0.022¢/kWh	
151	0.022¢/kWh	
154	0.022¢/kWh	
SMH	0.022¢/kWh	
SSL	0.022¢/kWh	

¹Applied to all Electricity Supply kWh billed under this Rate Schedule

²Applied to kW of Electricity Supply Demand

³Applied to On-peak Electricity Supply Demand

RIDER U PHASE 2-CM

MUNICIPAL AND COUNTY

STRATEGIC UNDERGROUND PROGRAM – PHASE 2

The following Rate Schedules shall be increased by the applicable cents per kilowatt-hour and/or dollars per kilowatt charge.

Rate Schedule	Cents per kWh Charge ¹	\$ per kW Charge
<u>Miscellaneous Light and Power</u>		
100	0.045¢/kWh	
110	0.045¢/kWh	
120	0.045¢/kWh	
130		\$0.134/kW ²
131		\$0.134/kW ²
132	0.042¢/kWh	
133	0.042¢/kWh	
134		\$0.134/kW ³
<u>Traffic</u>		
102	0.045¢/kWh	
<u>Street Lighting</u>		
150	0.045¢/kWh	
151	0.045¢/kWh	
154	0.045¢/kWh	
SMH	0.045¢/kWh	
SSL	0.045¢/kWh	

¹Applied to all Electricity Supply kWh billed under this Rate Schedule

²Applied to kW of Electricity Supply Demand

³Applied to On-peak Electricity Supply Demand

SCHEDULE SMH

MUNICIPAL AND COUNTY

STREETSCAPE METAL HALIDE SUPPLEMENTAL OUTDOOR LIGHTING RATE

I. APPLICABILITY

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

This schedule is closed and not available to new Customers on and after October 1, 2017. The Company will no longer install new metal halide-lamped luminaires at the Customer's service location, unless the Customer submitted a written request to the Company for such luminaires on or before September 1, 2017.

In the event any metal halide-lamped luminaire fails and cannot be made operative in the field, the Company will (i) at Customer's option and (ii) at Company's cost – after reasonable notification to Customer – either (a) remove and not replace the defective luminaire, or (b) replace the same with Company's selected and available light-emitting diode (“LED”) luminaire of Customer's choice. Any replacement LED luminaire shall be billed on Rate Schedule SSL at the appropriate rate. For example, as of October 1, 2017, a 150 input wattage metal halide Decorative Acorn luminaire could be replaced by either a LED Decorative Carlyle Acorn fixture, which would be billed on Schedule SSL in Tier 3, or a LED Decorative Acorn, which would be billed on Schedule SSL in Tier 4. However, with LED luminaire technology being fluid, the Schedule SSL rate tier for the available LED luminaire(s) to replace the metal halide Decorative Acorn will be subject to change.

In the event that the Customer requests the Company either (i) remove or (ii) terminate service to an existing metal halide-lamped luminaire at the Customer's service location, such luminaire shall no longer be available at the Customer's service location.

II. MONTHLY RATE

A. Streetscape Lighting Service

1. 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	\$31.24	\$13.61
10,000	150	173	57	\$32.38	\$13.86
13,000	200	228	76	\$38.79	\$13.67
24,000	320	365	121	\$39.17	\$14.04

(Continued)

Electric- Virginia
Municipal – County

Superseding Schedule Effective For Usage On
and After 08-01-14. This Schedule Effective For
Usage On and After 10-01-17.

SCHEDULE SMH

MUNICIPAL AND COUNTY

STREETSCAPE METAL HALIDE SUPPLEMENTAL OUTDOOR LIGHTING RATE

II. MONTHLY RATE (Continued)

2. 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	\$1.23	\$1.23
10,000	150	173	57	\$1.72	\$1.72
13,000	200	228	76	\$2.30	\$2.30
24,000	320	365	121	\$3.66	\$3.66

B. Each kilowatthour used is subject to all applicable riders. Distribution and Electricity Supply kilowatthours used shall be the “Monthly kWh” shown in II. A., above, for each lamp.

C. Minimum Charge

The monthly minimum charge shall be the rate specified in Paragraph II. A., above, plus all applicable riders.

PAYMENTS

Bills are due and payable from the billing date as provided in Section VIII of the Terms and Conditions of the Agreement, of which this schedule is a part.

III. 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 XII of the Terms and Conditions of the Agreement of which this schedule is a part, 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.

IV. TERMS AND CONDITIONS (Continued)

(Continued)

Electric- Virginia
Municipal – County

Superseding Schedule Effective For Usage On
and After 08-01-14. This Schedule Effective For
Usage On and After 10-01-17.

SCHEDULE SMH

(Continued)

MUNICIPAL AND COUNTY

STREETSCAPE METAL HALIDE SUPPLEMENTAL OUTDOOR LIGHTING RATE

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
- c. for installations involving an underground cable replacement:
 - 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.

(Continued)

SCHEDULE SMH

(Continued)

MUNICIPAL AND COUNTY

STREETSCAPE METAL HALIDE SUPPLEMENTAL OUTDOOR LIGHTING RATE

IV. TERMS AND CONDITIONS (Continued)

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

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 IV.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.

SCHEDULE SSL

MUNICIPAL AND COUNTY

SOLID STATE OUTDOOR LIGHTING

I. APPLICABILITY AND AVAILABILITY

This schedule is applicable to Electricity Supply Service and Electric Delivery Service to any account (Customer) for any municipality or county, or any board, agency or authority thereof for the provision of solid state outdoor lighting service. Initially, the Company is offering light emitting diode (“LED”) technology.

This schedule is available for the following types of service:

- A. Service to one or more LED luminaires attached to the same pole, where a new pole and electric conductor(s) will be required for such installation; or
- B. Effective for usage on and after January 1, 2015, conversion to an available LED luminaire from an existing mercury vapor (“MV”) or high pressure sodium vapor (“SV”) Type 1 open vertical or enclosed (drop or flat lens) luminaire, which is billed in accordance with Paragraph II.A.1. – Roadway, Directional and Area Lighting Service in the applicable of Rate Schedule 150 or Rate Schedule 151; or
- C. Effective for usage on and after January 1, 2015, service to a new LED luminaire on an existing pole where there are existing electric conductors available and no additional electric conductors will be required for such installation.
- D. Effective for usage on and after February 1, 2017, conversion to an available LED luminaire from an existing mercury vapor (“MV”) or high pressure sodium vapor (“SV”) Type 2 open ultra (drop or flat lens); acorn, Carlyle, and the decorative colonial luminaires, which are billed in accordance with Paragraph II.A.2. – Roadway, Directional and Area Lighting Service in the applicable of Rate Schedule 150 or in accordance with Paragraph II.A.1. of Rate Schedule 151; or
- E. Effective for usage on and after February 1, 2017, service to a new LED luminaire on an existing pole where there are existing electric conductors available and no additional electric conductors will be required for such installation.
- F. Effective for usage on and after October 1, 2017, conversion to an available LED luminaire from an existing metal halide (“MH”) luminaire, which is billed in accordance with Schedule SMH; or
- G. Effective for usage on and after October 1, 2017, service to a new LED luminaire on an existing pole where there are existing electric conductors available and no additional electric conductors will be required for such installation.

(Continued)

SCHEDULE SSL

(Continued)

MUNICIPAL AND COUNTY

SOLID STATE OUTDOOR LIGHTING

II. MONTHLY RATE

A. Solid State Outdoor Lighting Service

1. The following Electric Delivery (Distribution) Service Charges are applicable to standard (non-decorative) solid state outdoor lighting fixtures which are categorized into the following luminaire rate tiers:

Luminaire Rate Tier	Monthly kWh Operating Range	Monthly kWh	First Unit Per Pole ¹	Standard (Non-Decorative) Distribution Service Charge Per Unit Per Month
				Each Additional Unit on Same Pole or Each Existing MV/SV/MH Unit Converted to LED ²
1	0 – 9	5	\$10.78	\$ 6.73
2	10 – 19	15	\$11.75	\$ 7.47
3	20 – 29	25	\$12.28	\$ 8.00
4	30 – 39	35	\$12.81	\$ 8.52
5	40 – 49	45	\$13.34	\$ 9.05
6	50 – 59	55	\$13.87	\$ 9.59
7	60 – 69	65	\$14.39	\$10.11
8	70 – 79	75	\$14.92	\$10.64
9	80 – 89	85	\$15.45	\$11.20
10	90 – 99	95	\$15.98	\$11.73

¹ Where a new pole is required for service to the installation.

² Effective for usage on and after January 1, 2015, this schedule is effective to the conversion to LED of existing MV or SV luminaires, in accordance with Paragraph I.B., above.

(Continued)

Electric- Virginia
Municipal – County

Superseding Schedule Effective For Usage
On and After 02-01-17. This Schedule Effective
For Usage On and After 10-01-17.

SCHEDULE SSL

(Continued)

MUNICIPAL AND COUNTY SOLID STATE OUTDOOR LIGHTING

II. MONTHLY RATE (Continued)

2. The following Electric Delivery (Distribution) Service Charges are applicable to decorative solid state outdoor lighting fixtures which are categorized into the following luminaire rate tiers:

Luminaire Rate Tier	Monthly kWh Operating Range	Monthly kWh	First Unit Per Pole ¹	Standard Decorative Distribution Service Charge Per Unit Per Month
				Each Additional Unit on Same Pole or Each Existing MV/SV/MH Unit Converted to LED ^{2,3}
1	0 – 9	5	\$34.39	\$21.56
2	10 – 19	15	\$34.42	\$21.59
3	20 – 29	25	\$34.46	\$21.63
4	30 – 39	35	\$34.49	\$21.66
5	40 – 49	45	\$34.53	\$21.70
6	50 – 59	55	\$34.57	\$21.74
7	60 – 69	65	\$34.60	\$21.77
8	70 – 79	75	\$34.64	\$21.81
9	80 – 89	85	\$34.67	\$21.84
10	90 – 99	95	\$34.71	\$21.88

¹ Where a new pole is required for service to the installation.

² Effective for usage on and after February 1, 2017, this schedule is effective to the conversion to LED of existing MV or SV luminaires, in accordance with Paragraph I.D., above.

³ Effective for usage on and after October 1, 2017, this schedule is effective to the conversion to LED of existing MH luminaires, in accordance with Paragraph I.F., above.

3. The following Electricity Supply Service Charges are applicable to standard (non-decorative) and decorative solid state outdoor lighting fixtures which are categorized into the following luminaire rate tiers:

(Continued)

Electric- Virginia
Municipal – County

Superseding Schedule Effective For Usage
On and After 02-01-17. This Schedule Effective
For Usage On and After 10-01-17.

SCHEDULE SSL

(Continued)

MUNICIPAL AND COUNTY SOLID STATE OUTDOOR LIGHTING

II. MONTHLY RATE (Continued)

Luminaire Rate Tier	Monthly kWh Operating Range	Monthly kWh	First Unit Per Pole	Standard (Non-Decorative) or Standard Decorative Electricity Supply Service Charge Per Unit Per Month
				Each Additional Unit on Same Pole or Each Existing MV/SV/MH Unit Converted to LED
1	0 – 9	5	\$0.13	\$0.13
2	10 – 19	15	\$0.38	\$0.38
3	20 – 29	25	\$0.63	\$0.63
4	30 – 39	35	\$0.89	\$0.89
5	40 – 49	45	\$1.14	\$1.14
6	50 – 59	55	\$1.39	\$1.39
7	60 – 69	65	\$1.65	\$1.65
8	70 – 79	75	\$1.90	\$1.90
9	80 – 89	85	\$2.15	\$2.15
10	90 – 99	95	\$2.41	\$2.41

B. Each kilowatthour used is subject to all applicable riders. Distribution and Electricity Supply kilowatthours used shall be the “Monthly kWh” shown, above, for each lamp.

C. Minimum Charge

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

III. PAYMENTS

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

(Continued)

Electric- Virginia
Municipal – County

Superseding Schedule Effective For Usage
On and After 02-01-17. This Schedule Effective
For Usage On and After 10-01-17.

SCHEDULE SSL

(Continued)

MUNICIPAL AND COUNTY

SOLID STATE OUTDOOR LIGHTING

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 provide overhead or underground installations in accordance with Section XII 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. The Customer shall provide, own, and maintain all fixed items such as conduit, hand holes, or pole foundations when such are required.
- B. The Customer shall report to the Company, as promptly as possible, any lights that are not operating 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
 - c. for installations involving an underground cable replacement:
 - 1) 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
 - 2) 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.

(Continued)

SCHEDULE SSL

(Continued)

MUNICIPAL AND COUNTY

SOLID STATE OUTDOOR LIGHTING

IV. TERMS AND CONDITIONS (Continued)

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

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 IV.B. will not be applicable to outages caused by extraordinary circumstances requiring abnormal repairs.

SCHEDULE 153

MUNICIPAL AND COUNTY

STREET LIGHTING - SPECIAL FIXTURES

If requested by the Customer, the Company shall install special street lighting fixtures and/or poles that (a) have been selected by the Customer, (b) are of standard manufacture (i.e., manufacturer's inventory items), and (c) do not require extraordinary handling or maintenance, in accordance with the provisions below. This Schedule is closed to new installations of metal halide luminaires, which are billed under Schedule SMH, effective for usage on and after October 1, 2017. However, the Company will continue to install such special metal halide luminaires under this Schedule, until the Customer's inventory of such luminaires is exhausted. Subsequently, the Customer can add a new fixture type to this Schedule, provided the Customer satisfies all of the criteria of this Schedule 153. Alternatively, the Company and the Customer will endeavor to mutually agree to a new standard fixture to be offered by the Company to the Customer. Such new standard fixture shall be billed on the applicable Rate Schedule.

1. The Customer shall pay:
 - a. The Excess of Four Years' Revenue, in accordance with Section XII of the Agreement of which this schedule is a part, plus the applicable Tax Effect Recovery Factor (TERF), pursuant to item 3. in Schedule C – Miscellaneous and Standby Charges which is attached to the Agreement of which this schedule is a part, for a standard lighting installation normally provided by the Company;
 - b. All charges pursuant to Schedule 150 or SSL, as applicable, which apply to a standard lighting installation of the same luminaire type (i.e., high pressure sodium, LED, etc.) and size, plus all applicable riders;
 - c. A facilities charge pursuant to Schedule B for the difference in cost between a standard lighting installation and the special lighting installation.
2. The Customer shall provide all fixed items such as conduit, conductor splice boxes, pole foundations, etc.
3. A perpetual inventory of these special fixtures/poles/replacement parts as may be required will be provided by the Customer to consist of not less than 10% of the installed fixtures/poles. Storage for the inventory shall be provided by the Customer.
4. If the fixtures/poles prove to require an excessive amount of maintenance, the Company and Customer will agree upon a modified facility charge rate.
5. Notwithstanding the termination date of the Agreement of which this schedule is a part, Customer agrees to have an initial term of five years for installation of the fixtures/poles continuing thereafter until 90 days written notice of termination is given.

(Continued)

SCHEDULE 153

(Continued)

MUNICIPAL AND COUNTY

STREET LIGHTING - SPECIAL FIXTURES

6. Should the Customer request a change in the special fixtures/poles such change shall be paid for by the Customer.
7. Customer shall pay the Company its cost of purchasing any special fixtures, poles or parts for replacement for existing installations as well as for repair. Such cost shall be the greater of the invoice cost plus 10% or the invoice cost plus \$50.00.
8. Maintenance and servicing of these special fixtures/poles shall be at a standard not less than that furnished to other fixtures provided by the Company to the Customer under the applicable rate schedule, and as specified in Section IV, Terms and Conditions, of Rate Schedules 150 and SSL.
9. Customer agrees that the special fixtures/poles to be requested will:
 - a. meet ANSI standards;
 - b. be of utility quality or better;
 - c. be capable of being maintained within Company safety standards;
 - d. utilize the Company's standard lamp and photo-control (where applicable); and
 - e. meet Company's engineering requirements, safety requirements, and other specifications.
10. In the event any special lighting fixture and/or pole originally supplied by the Customer under this schedule, or equivalent schedule under a previous agreement, becomes a standard lighting fixture and/or pole (referred to collectively as "installation") for which the Company has provided an applicable rate, the Company will serve such installation under the applicable rate. In such event, the Company will purchase from the Customer all repair parts, poles and luminaires purchased by the Customer for inventory and/or repair which the Customer was required by the Company to have in inventory as provided in Paragraph 3 of this schedule. The Company shall purchase such materials from the Customer at the Company's existing rate for similar materials.

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, 131, 132, 133, or 134.

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 0.2 cents per kWh. The Company maintains the right to change the MRR at any time, with two month's notice to the Customer.

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:

$$\text{Monthly kWh consumption} \times \text{MRR, or}$$

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:

$$\text{Total dollar contribution} / \text{MRR}$$

(Continued)

RIDER G - CM

(Continued)

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.