

**AMENDMENT NO. 3
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. 3 (“Amendment No. 3”) is made and entered into as of August 31, 2021 (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. 3 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, 2019 (“Agreement”), as initially amended by Amendment No. 1 made and entered into as of June 26, 2020 (“Amendment No. 1”), and as further amended by Amendment No. 2 made and entered into as of June 25, 2021 (“Amendment No. 2”). Dominion Energy Virginia and VEPGA shall be referred to hereafter collectively as the “Parties.” Any terms not defined herein shall be given the meaning ascribed to them in Amendment Nos. 1 or 2, as applicable.

RECITALS

WHEREAS, the Agreement addresses the VEPGA Generation RACs, VEPGA Rider T-CM, the VEPGA Distribution RACs, and VEPGA Fuel Charge Rider A (collectively, the “Original RACs”), and Amendment No. 2 provides the updated revenue requirements for the Original RACs for usage on and after July 1, 2021 through and including June 30, 2022, as contemplated by the Agreement; and

WHEREAS, Section C of the Agreement provides a mechanism by which the Parties may add new rate adjustment clauses during the term of the Agreement. Accordingly, the Parties agreed in Amendment No. 1 to implement VEPGA Rider US-4-CM for the Company’s new Solar Projects and Rider E-CM for the Company’s environmental projects (the “2020 RACs”) and subsequently agreed in Amendment No. 2 to implement Rider CE-CM for the CE-1 Solar Projects rate adjustment clause, Rider RBB-CM for the Rural Broadband rate adjustment clause, Rider RGGI-CM for the Regional Greenhouse Gas Initiative (“RGGI”) market-based trading program rate adjustment clause, and Rider RPS-CM for the Renewable Energy Portfolio Standard Program rate adjustment clause (the “2021 RACs”); and

WHEREAS, Section M of the Agreement contemplates that the Original RACs, the 2020 RACs, the 2021 RACs, and any other new rate adjustment clauses “that may become effective for VEPGA (in accordance with Section C.4 ...) at the beginning of a new agreement will be based on Dominion’s January 25, 2022 proposal as reviewed and agreed to by VEPGA, until such riders are subsequently updated”; and

WHEREAS, Section M of the Agreement further provides that if the Parties do not mutually

agree to extend the Agreement or execute a new Agreement before the Agreement terminates, the Parties “agree to develop a mutually agreeable procedure to credit or charge for any over- or under-recoveries as of the ending date of this Agreement” with respect to the Original RACs, the 2020 RACs, the 2021 RACs, and any other new rate adjustment clauses that came into existence during the term of the Agreement; and

WHEREAS, subsequent to the execution of Amendment No. 2, on July 29, 2021, the SCC issued its final order in Case No. PUR-2020-00109, which implements the Percentage of Income Payment Program (“PIPP”) established by the legislature as part of the Virginia Clean Economy Act. The PIPP Program is designed to limit the electric utility payments of persons or households participating in certain specified public assistance programs, based upon a percentage of their income. In its final order, the SCC directed the Company to begin collecting the PIPP fee from statutorily designated customers, including VEPGA, on a per kWh basis “as soon as practicable” for service rendered on or after September 1, 2021. Rather than create a corresponding PIPP RAC for VEPGA with an implementation date of September 1, 2021, the Parties have agreed to delay implementation of Rider PIPP-CM until July of 2022 to remain consistent with the Agreement and the Parties’ prior practice regarding the implementation of RACs that are approved by the SCC mid-year. Therefore, in recognition that Dominion is required to begin collecting PIPP charges from all of its customers “as soon as practicable” and provide such fees to the Commonwealth for program set-up, the Parties have agreed to set up a deferral account from which VEPGA’s PIPP fee will be debited through June 30, 2022. Rider PIPP-CM will be implemented on July 1, 2022 and the deferral amount will be added to VEPGA’s revenue requirement for the next rate year; and

WHEREAS, should the Parties not agree to extend the Agreement or execute a new Agreement before it terminates, the Parties agree that the deferral charges incurred with respect to Rider PIPP-CM between September 1, 2021 and July 1, 2022 will be included in the true-up process described in Section M of the Agreement; and

WHEREAS, also subsequent to the execution of Amendment No. 2, Dominion was notified by the vendor who supplies RECs in conjunction with Rider G-CM that it intends to revise the current price of RECs upward from \$2.00/MWh to \$4.50/MWh due to an increase in the market price of RECs. The Parties acknowledge and agree that Rider G-CM provides that the Company may change the “[m]onthly Rate for RECs . . . at any time, with two months’ notice to the Customer.” The Parties agree and acknowledge that the requisite two months’ notice was timely provided, and the proposed change in REC pricing for Rider G-CM will be implemented effective October 1, 2021; and

WHEREAS, the Parties further acknowledge and reaffirm Section N of the Agreement, which recognizes that Dominion’s contract with its REC vendor for Rider G-CM will terminate on December 31, 2021 and memorializes the Parties’ agreement to re-negotiate a new fixed price for REC certificates to be used in conjunction with Rider G-CM on and after January 1, 2022, notwithstanding the October 1, 2021 price change discussed above.

NOW, THEREFORE, in consideration of the mutual covenants in this Amendment No. 3 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

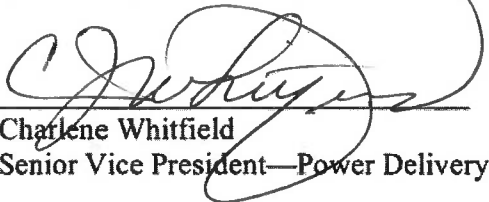
1. **Attachment A-1** to this Amendment No. 3 sets forth the updated Rider G-CM, which includes the new Monthly Rate for RECs, for implementation on October 1, 2021.

2. **Attachment B** to this Amendment No. 3 sets forth the revised list of rate schedules included in the Agreement's Terms and Conditions.

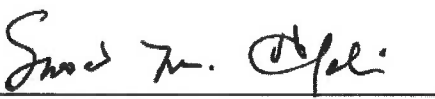
3. Any provisions of the Agreement and/or Amendment No. 2 that are not explicitly addressed herein or in any prior amendments or agreements between the Parties remain in full, force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 effective as of the Effective Date.

VIRGINIA ELECTRIC AND POWER COMPANY

By: 
Charlene Whitfield
Senior Vice President—Power Delivery

VIRGINIA ENERGY PURCHASING GOVERNMENTAL ASSOCIATION

By: 
Susan M. Hafeli
Chair

Attachment A-1

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, 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 0.45 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:

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

(Continued)

Electric-Virginia
Municipal-County

Superseding Rider effective for bills rendered On and After 07-01-19 Through and Including 12-31-21.
This Rider effective for bills rendered On and After 10-01-21 Through and Including 12-31-21.

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.

Attachment B

TERMS AND CONDITIONS

Rate Schedule	Effective Date	Revisions
100	08-01-19	
102	08-01-19	
110	08-01-19	
120	08-01-19	
130	08-01-19	
131	08-01-19	
132	08-01-19*	
134	08-01-19	
RG-CM	01-01-20	
150	08-01-19	
151	08-01-19	
152	08-01-19	
153	08-01-19	
154	08-01-19	
SMH	08-01-19	
SSL	08-01-19	
SGCM	08-01-19	
SGCM-1	08-01-19	
SP	08-01-19	
Schedule A	08-01-19	
Schedule B	08-01-19	
Schedule C	08-01-19	
Schedule D	08-01-19	
Schedule E	08-01-19	
Riders (riders in bold subject to annual adjustments)	Effective Date	Revisions
A	07-01-21	
B-CM	07-01-21	
BW-CM	07-01-21	
CE-CM	07-01-21	
E-CM	07-01-21	
G-CM	10-01-21	TBD as of 01-01-22
GV-CM	07-01-21	
K	08-01-19	
L	08-01-19	
R-CM	07-01-21	
RBB-CM	07-01-21	
RGGI-CM	07-01-21	
RPS-CM	07-01-21	
S-CM	07-01-21	
T-CM	07-01-21	
U Phase 1-CM	07-01-21	
U Phase 2-CM	07-01-21	
US-2-CM	07-01-21	
US-3-CM	07-01-21	
US-4-CM	07-01-21	
W-CM	07-01-21	

*As of 08-01-19 the cap will be increased to 125 accounts