

Dominion Resources Services, Inc.
Law Department
P.O. Box 26532, Richmond, VA 23261



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Senior Counsel
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VIA ELECTRONIC FILING

April 4, 2016

Mrs. Gail Mount
Chief Clerk
North Carolina Utilities Commission
430 North Salisbury Street
Dobbs Building
Raleigh, North Carolina 27603

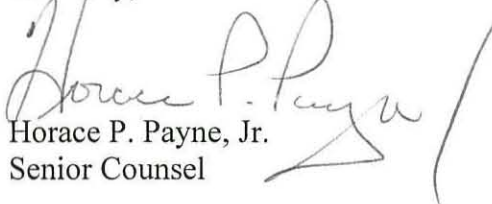
Re: Docket No. E-100, Sub 136

Dear Mrs. Mount:

Attached for filing in the above-referenced docket are copies of six (6) public contract amendments signed in 2015 between Virginia Electric and Power Company and qualifying facilities to supplement the filing made on March 30, 2016. The amendments were inadvertently excluded from the March 30th filing.

Should you have any questions, please do not hesitate to call me at (804) 819-2682.

Sincerely,


Horace P. Payne, Jr.
Senior Counsel

Attachments

OFFICIAL COPY

Apr 05 2016

**FIRST AMENDMENT
TO THE
AGREEMENT FOR THE SALE OF ELECTRICAL OUTPUT TO
VIRGINIA ELECTRIC AND POWER COMPANY**

This FIRST AMENDMENT TO THE AGREEMENT FOR THE SALE OF ELECTRICAL OUTPUT TO VIRGINIA ELECTRIC AND POWER COMPANY (this "Amendment") is entered into as of this 26th day of June, 2015 by and between JAMESVILLE SOLAR LLC, a Delaware limited liability company ("Operator"), and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation doing business in North Carolina as Dominion North Carolina Power ("Dominion North Carolina Power") (each a "Party" and collectively, the "Parties").

WHEREAS, Operator and Dominion North Carolina Power entered into the Agreement for the Sale of Electric Output to Virginia Electric and Power Company dated as of April 28, 2015 (the "Agreement"); and

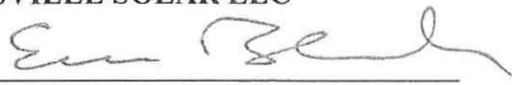
WHEREAS, the Parties desire to amend the Agreement to revise the Facility's combined nameplate rating.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration described herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. Unless otherwise defined in this Amendment, all capitalized terms shall have the meanings given to them in the Agreement.
2. Amendments. Article 3: Contracted Capacity shall be amended to delete the number "6250" and replace it with "7000" in the first sentence thereof.
3. Entire Agreement. This Amendment and the Agreement represent the entire agreement between the Parties with respect to the subject matter hereof. Except as expressly set forth herein, this Amendment shall not alter, amend or modify any other terms, conditions or provisions of the Agreement, which, except as and to the extent modified herein, shall continue in full force and effect.
4. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together constitute one instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date first written above.

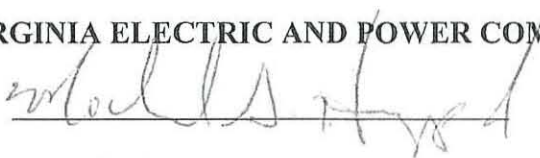
JAMESVILLE SOLAR LLC

By: 

Name: Eric Blank

Title: Manager

VIRGINIA ELECTRIC AND POWER COMPANY

By: 

Name: Michael S. Hupp, Jr.

Title: Authorized Representative

**FIRST AMENDMENT
TO THE
AGREEMENT FOR THE SALE OF ELECTRICAL OUTPUT TO
VIRGINIA ELECTRIC AND POWER COMPANY**

This FIRST AMENDMENT TO THE AGREEMENT FOR THE SALE OF ELECTRICAL OUTPUT TO VIRGINIA ELECTRIC AND POWER COMPANY (this "Amendment") is entered into as of this 7th day of May, 2015 by and between BETHEL SOLAR LLC, a Delaware limited liability company ("Operator"), and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation doing business in North Carolina as Dominion North Carolina Power ("Dominion North Carolina Power") (each a "Party" and collectively, the "Parties").

WHEREAS, Operator and Dominion North Carolina Power entered into the Agreement for the Sale of Electric Output to Virginia Electric and Power Company dated as of June 16, 2014 (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to revise the Facility's Contracted Capacity and anticipated Commercial Operations Date.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration described herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. Unless otherwise defined in this Amendment, all capitalized terms shall have the meanings given to them in the Agreement.

2. Amendments.

(a) Article 3: Contracted Capacity shall be amended to delete the number "4000" and replace it with "4400" in the second sentence thereof.

(b) The second to last sentence of Article 7: Operator's Pre-COD Obligations shall be amended to delete the date "April 1, 2015" and replace it with "August 1, 2015".

(c) The last sentence of Article 7: Operator's Pre-COD Obligations shall be amended to delete the date "May 2, 2015" and replace it with "September 15, 2015".

3. Entire Agreement. This Amendment and the Agreement represent the entire agreement between the Parties with respect to the subject matter hereof. Except as expressly set forth herein, this Amendment shall not alter, amend or modify any other terms, conditions or provisions of the Agreement, which, except as and to the extent modified herein, shall continue in full force and effect.

4. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together constitute one instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date first written above.

BETHEL SOLAR LLC

By: [Signature]

Name: Markus Wilhelm

Title: Manager of Strata solar Development, LLC, its Member

VIRGINIA ELECTRIC AND POWER COMPANY

By: [Signature]

Name: Michael S. Hupp, Jr.

Title: Authorized Representative

**FIRST AMENDMENT
TO THE
AGREEMENT FOR THE SALE OF ELECTRICAL OUTPUT TO
VIRGINIA ELECTRIC AND POWER COMPANY**

This FIRST AMENDMENT TO THE AGREEMENT FOR THE SALE OF ELECTRICAL OUTPUT TO VIRGINIA ELECTRIC AND POWER COMPANY (this "Amendment") is entered into as of this 26th day of June, 2015 by and between TARBORO SOLAR LLC, a Delaware limited liability company ("Operator"), and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation doing business in North Carolina as Dominion North Carolina Power ("Dominion North Carolina Power") (each a "Party" and collectively, the "Parties").

WHEREAS, Operator and Dominion North Carolina Power entered into the Agreement for the Sale of Electric Output to Virginia Electric and Power Company dated as of April 28, 2015 (the "Agreement"); and

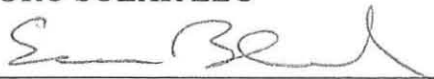
WHEREAS, the Parties desire to amend the Agreement to revise the Facility's combined nameplate rating.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration described herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. Unless otherwise defined in this Amendment, all capitalized terms shall have the meanings given to them in the Agreement.
2. Amendments. Article 3: Contracted Capacity shall be amended to delete the number "6250" and replace it with "7000" in the first sentence thereof.
3. Entire Agreement. This Amendment and the Agreement represent the entire agreement between the Parties with respect to the subject matter hereof. Except as expressly set forth herein, this Amendment shall not alter, amend or modify any other terms, conditions or provisions of the Agreement, which, except as and to the extent modified herein, shall continue in full force and effect.
4. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together constitute one instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date first written above.

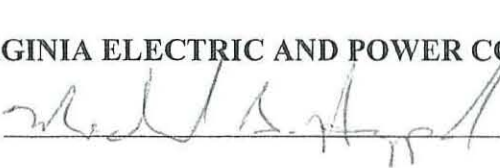
TARBORO SOLAR LLC

By: 

Name: Eric Blank

Title: manager

VIRGINIA ELECTRIC AND POWER COMPANY

By: 

Name: Michael S. Hupp, Jr.

Title: Authorized Representative

**FIRST AMENDMENT
TO THE
AGREEMENT FOR THE SALE OF ELECTRICAL OUTPUT TO
VIRGINIA ELECTRIC AND POWER COMPANY**

This FIRST AMENDMENT TO THE AGREEMENT FOR THE SALE OF ELECTRICAL OUTPUT TO VIRGINIA ELECTRIC AND POWER COMPANY (this "Amendment") is entered into as of this 26th day of June, 2015 by and between GASTON SOLAR LLC, a Delaware limited liability company ("Operator"), and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation doing business in North Carolina as Dominion North Carolina Power ("Dominion North Carolina Power") (each a "Party" and collectively, the "Parties").

WHEREAS, Operator and Dominion North Carolina Power entered into the Agreement for the Sale of Electric Output to Virginia Electric and Power Company dated as of April 28, 2015 (the "Agreement"); and

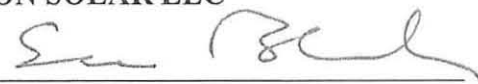
WHEREAS, the Parties desire to amend the Agreement to revise the Facility's combined nameplate rating.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration described herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. Unless otherwise defined in this Amendment, all capitalized terms shall have the meanings given to them in the Agreement.
2. Amendments. Article 3: Contracted Capacity shall be amended to delete the number "6250" and replace it with "7000" in the first sentence thereof.
3. Entire Agreement. This Amendment and the Agreement represent the entire agreement between the Parties with respect to the subject matter hereof. Except as expressly set forth herein, this Amendment shall not alter, amend or modify any other terms, conditions or provisions of the Agreement, which, except as and to the extent modified herein, shall continue in full force and effect.
4. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together constitute one instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date first written above.

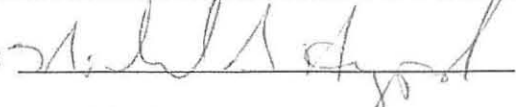
GASTON SOLAR LLC

By: 

Name: Eric Blank

Title: Manager

VIRGINIA ELECTRIC AND POWER COMPANY

By: 

Name: Michael S. Hupp, Jr.

Title: Authorized Representative

**FIRST AMENDMENT
TO THE
AGREEMENT FOR THE SALE OF ELECTRICAL OUTPUT TO
VIRGINIA ELECTRIC AND POWER COMPANY**

This FIRST AMENDMENT TO THE AGREEMENT FOR THE SALE OF ELECTRICAL OUTPUT TO VIRGINIA ELECTRIC AND POWER COMPANY (this "Amendment") is entered into as of this 26th day of June, 2015 by and between SEABOARD SOLAR LLC, a Delaware limited liability company ("Operator"), and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation doing business in North Carolina as Dominion North Carolina Power ("Dominion North Carolina Power") (each a "Party" and collectively, the "Parties").

WHEREAS, Operator and Dominion North Carolina Power entered into the Agreement for the Sale of Electric Output to Virginia Electric and Power Company dated as of April 28, 2015 (the "Agreement"); and

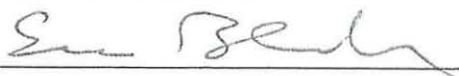
WHEREAS, the Parties desire to amend the Agreement to revise the Facility's combined nameplate rating.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration described herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. Unless otherwise defined in this Amendment, all capitalized terms shall have the meanings given to them in the Agreement.
2. Amendments. Article 3: Contracted Capacity shall be amended to delete the number "6250" and replace it with "7000" in the first sentence thereof.
3. Entire Agreement. This Amendment and the Agreement represent the entire agreement between the Parties with respect to the subject matter hereof. Except as expressly set forth herein, this Amendment shall not alter, amend or modify any other terms, conditions or provisions of the Agreement, which, except as and to the extent modified herein, shall continue in full force and effect.
4. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together constitute one instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date first written above.


SEABOARD SOLAR LLC

By: 

Name: ERIC BLANK

Title: Manager

VIRGINIA ELECTRIC AND POWER COMPANY

By: 

Name: Michael S. Hupp, Jr.

Title: Authorized Representative

**FIRST AMENDMENT
TO THE
AGREEMENT FOR THE SALE OF ELECTRICAL OUTPUT TO
VIRGINIA ELECTRIC AND POWER COMPANY**

This FIRST AMENDMENT TO THE AGREEMENT FOR THE SALE OF ELECTRICAL OUTPUT TO VIRGINIA ELECTRIC AND POWER COMPANY (this "Amendment") is entered into as of this 26th day of June, 2015 by and between WELDON SOLAR LLC, a Delaware limited liability company ("Operator"), and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation doing business in North Carolina as Dominion North Carolina Power ("Dominion North Carolina Power") (each a "Party" and collectively, the "Parties").

WHEREAS, Operator and Dominion North Carolina Power entered into the Agreement for the Sale of Electric Output to Virginia Electric and Power Company dated as of April 28, 2015 (the "Agreement"); and


WHEREAS, the Parties desire to amend the Agreement to revise the Facility's combined nameplate rating.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration described herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. Unless otherwise defined in this Amendment, all capitalized terms shall have the meanings given to them in the Agreement.
2. Amendments. Article 3: Contracted Capacity shall be amended to delete the number "6250" and replace it with "7000" in the first sentence thereof.
3. Entire Agreement. This Amendment and the Agreement represent the entire agreement between the Parties with respect to the subject matter hereof. Except as expressly set forth herein, this Amendment shall not alter, amend or modify any other terms, conditions or provisions of the Agreement, which, except as and to the extent modified herein, shall continue in full force and effect.
4. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together constitute one instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date first written above.

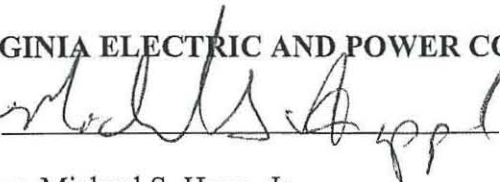
WELDON SOLAR LLC

By: 

Name: Eric Plank

Title: Manager

VIRGINIA ELECTRIC AND POWER COMPANY

By: 

Name: Michael S. Hupp, Jr.

Title: Authorized Representative