

DOMINION RESOURCES INC /VA/  
Form U-9C-3  
May 25, 2004

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington D.C. 20549

FORM U-9C-3

QUARTERLY REPORT PURSUANT TO RULE 58 OF  
THE PUBLIC UTILITY HOLDING COMPANY ACT OF 1935

For the Calendar Quarter Ended March 31, 2004

Dominion Resources, Inc.  
Consolidated Natural Gas Company

(Name of registered holding companies)

120 Tredegar Street  
Richmond, Virginia 23219

(Address of principal executive offices)

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## ITEM 1 - ORGANIZATION CHART

<u>Name of Reporting Company</u>	<u>Energy or Gas Related Company</u>	<u>Date of Organization</u>	<u>State of Incorporation</u>	<u>% of Voting Securities Held</u>	<u>Nature of Business</u>
Dominion Resources, Inc. ("DRI")(a)					
Dominion Alliance Holding, Inc. ("DAH")	Energy Related	11/2000	Delaware	100%	Held an investment in Bridgeco for the purpose of developing the infrastructure necessary to operate the Alliance regional transmission organization.
Dominion Energy Technologies, Inc. ("DETI")	Energy Related	4/2001	Virginia	100%	Holds venture investments in energy technology companies.
Dominion Ohio ES, Inc. ("DOES")	Energy Related	5/2001	Ohio	100%	Provides engineering, construction and other services.
Dominion Technical Solutions, Inc. ("DTECH")	Energy Related	4/2002	Virginia	100%	Provides engineering, construction and other services.

## ITEM 1 - ORGANIZATION CHART (CONTINUED)

<u>Name of Reporting Company</u>	<u>Energy or Gas Related Company</u>	<u>Date of Organization</u>	<u>State of Incorporation</u>	<u>% of Voting Securities Held</u>	<u>Nature of Business</u>
Dominion Resources, Inc. ("DRI") (a)					
Dominion Energy, Inc. ("DEI") (a)					
Dominion Energy Exchange, Inc. ("DEE")	Energy Related	9/2000	Virginia	100%	Sold its interest in EIP Holdings, LLC (an electronic and telephonic marketplace for transactions in natural gas, electricity and other fuel) in January 2004. (b)
Dominion Cleveland Thermal, Inc. ("DCT")	Energy Related	10/2000	Ohio	100%	Produces steam and chilled water for retail customers in the Cleveland, Ohio area.
Dominion Energy Marketing, Inc. ("DEMI")	Energy Related	9/2000	Delaware	100%	Engages in the sale of energy on a portfolio basis.
Dominion Wagram, Inc. ("Wagram")	Energy Related	12/2001	North Carolina	100%	Holds contracts pertaining to a steam plant facility in Wagram, NC that serves Westpoint Stevens.
Dominion Energy Terminal	Energy Related	2/2003	Virginia	100%	Holder of 20% general partnership

Company, Inc.  
("DETC")

interest in  
Dominion  
Terminal  
Associates.  
Primarily  
engages in coal  
terminal services.

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ITEM 1 - ORGANIZATION CHART (CONTINUED)

<u>Name of Reporting Company</u>	<u>Energy or Gas Related Company</u>	<u>Date of Organization</u>	<u>State of Incorporation</u>	<u>% of Voting Securities Held</u>	<u>Nature of Business</u>
Dominion Resources, Inc. ("DRI")(a)					
Dominion Energy, Inc. ("DEI")(a)					
Dominion Storage, Inc. ("DSI")(a)					
Dominion Energy Canada Limited ("DECL")(a)					
Dominion Energy Clearinghouse Canada, Inc. ("DECCI")	Energy Related	11/2002	Alberta, Canada	100%	Trading, hedging and marketing of production for Canadian operations.
Dominion Nuclear Projects, Inc. ("DNPI")	Energy Related	8/2003	Virginia	100%	Manage development of new nuclear generation facilities.

## ITEM 1 - ORGANIZATION CHART (CONTINUED)

<u>Name of Reporting Company</u>	<u>Energy or Gas Related Company</u>	<u>Date of Organization</u>	<u>State of Incorporation</u>	<u>% of Voting Securities Held</u>	<u>Nature of Business</u>
Dominion Resources, Inc. ("DRI")(a)					
Consolidated Natural Gas Company ("CNG")(a)					
Dominion Field Services, Inc. ("Field Services")	Gas Related	3/1977	Delaware	100%	Engages in activities involving Appalachian natural gas supply, including gathering and administration of supply contracts.
Dominion Iroquois, Inc. (a)					
Iroquois Gas Transmission System, L.P. ("Iroquois")	Gas Related	12/1989	Delaware Partnership	24.72%	Owns and operates an interstate natural gas pipeline that transports Canadian gas to utilities and power generators in New York and New England.
Dominion Greenbrier, Inc. ("Greenbrier")	Gas Related	11/2000	Virginia	100%	Owns 100% of Greenbrier Pipeline Company, LLC.

(c)

Dominion Oklahoma Texas Exploration & Production, Inc. ("DOTEPI")	Gas Related	9/2001	Delaware	100%	Engages in natural gas and oil exploration and production.
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## ITEM 1 - ORGANIZATION CHART (CONTINUED)

<u>Name of Reporting Company</u>	<u>Energy or Gas Related Company</u>	<u>Date of Organization</u>	<u>State of Incorporation</u>	<u>% of Voting Securities Held</u>	<u>Nature of Business</u>
Dominion Resources, Inc. ("DRI")(a)					
Consolidated Natural Gas Company ("CNG")(a)					
Dominion Natural Gas Storage, Inc. ("DNCS")	Gas Related	11/2001	Delaware	100%	Owns gas storage facilities, a brine pipeline and a gas interconnect pipeline.
Dominion Cove Point, Inc. ("Cove Point")	Gas Related	8/2002	Virginia	100%	Owns an interest in Dominion Cove Point LNG, LP, a liquefied natural gas import facility.
Dominion Transmission, Inc. ("DTI") (a)					
Tioga Properties,	Gas Related	6/2002	Delaware	100%	Owns a developmental

LLC  
("Tioga")

underground  
natural gas  
storage system.

(a) Directly or indirectly holds interests in energy-related or gas-related companies.

(b) DEE sold its remaining interest in EIP in January 2004.

(c) Greenbrier Pipeline Company, LLC plans to develop, construct and own a pipeline to meet increased demand for natural gas in the Appalachian and Piedmont regions.

(d) Not used.

(e) Not used.

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ITEM 2 - ISSUANCES AND RENEWALS OF SECURITIES AND CAPITAL CONTRIBUTIONS (f) (g)

<u>Company issuing security (Borrower)</u>	<u>Type of security issued</u>	<u>Principal amount of security</u>	<u>Issue or renewal</u>	<u>Cost of capital</u>	<u>Person to whom issued (Lender)</u>	<u>Collateral given with security</u>	<u>Consideration received for each security</u>
DTECH	Short Term Note	\$ 773,000	-	-	DRI	-	-
Cove Point	Short Term Note	7,857,000	-	-	DRI	-	-
Tioga	Short Term Note	44,000	-	-	DRI	-	-

Company  
Contributing  
Capital

Company  
Receiving  
Capital

Type and Amount of  
Capital Infusion

none

(f) The chart reflects net advances made by Lenders to Borrowers during the first quarter of 2004. Advances are evidenced by book entries and were made pursuant to Rule 52. See also the DRI Form U-6B-2 filed for the first quarter of 2004.

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ITEM 2 - ISSUANCES AND RENEWALS OF SECURITIES AND CAPITAL CONTRIBUTIONS (continued)

(g) All of the following DRI Money Pool activity occurred from January through March 2004 for the participating energy-related and gas-related companies included in this U-9C-3.

DRI Money Pool (In Thousands)				
<u>Company</u>	<u>Beginning Balance</u>	<u>Withdrawals</u>	<u>Contributions</u>	<u>Ending Balance</u>
Field Services	\$4,238	\$88,136	\$145,943	\$62,045
Dominion Iroquois	2,549	2,127	--	422
Greenbrier	(28,129)	162	--	(28,291)
DOTEPI	(140,769)	138,959	129,037	(150,691)
DNGS	(18,232)	1,096	--	(19,328)
DAH	(6,328)	289	--	(6,617)

Additionally, as of March 31, 2004 there remained outstanding the following guarantees and letters of credit.

Guarantees (In Thousands)		
<u>Company</u>	<u>Guarantor</u>	<u>Amount</u>



Field Services	CNG	\$187,800
DOTEPI	CNG	346,700
DNGS	CNG	265
Greenbrier	DRI	287,537
DEMI	DRI	603,250
DECCI	DRI	165,179
DETC	DRI	26,560

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## ITEM 3 - ASSOCIATE TRANSACTIONS

## Part I - Transactions Performed by Reporting Companies on Behalf of Associate Companies (h)

<u>Reporting Company Rendering Service</u>	<u>Associate Company Receiving Service</u>	<u>Types of Services Rendered</u>	<u>Direct Costs Charged</u>	<u>Indirect Costs Charged</u>	<u>Cost of Capital</u>	<u>Total Amount Billed</u>
DTECH	Fairless Energy, LLC (j)	Engineering Services	\$134,216	--	--	\$134,216
DTECH	Pleasants Energy, LLC (k)	Engineering Services	\$468	--	--	\$468
DTECH	Armstrong Energy Limited Partnership, LLLP (l)	Engineering Services	\$19,883	--	--	\$19,883
DTECH	Troy Energy, LLC (m)	Engineering Services	\$2,440	--	--	\$2,440
DTECH	Peoples Natural Gas (r)	Engineering Services	\$1,781	--	--	\$1,781

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DTECH	Dominion Transmission, Inc. (s)	Engineering Services	\$6,388	--	--	\$6,388
Field Services	Dominion Transmission, Inc. (o)	Sales of Extracted Products, & Rental fees	\$3,123,532	--	--	\$3,123,532
Field Services	Dominion Transmission, Inc. (o)	Operations, Management, Marketing & Sales	\$2,308	--	--	\$2,308
Field Services	Dominion Exploration & Production, Inc. (p)	Fuel Management Services	\$36,312	--	--	\$36,312
Field Services	Dominion Appalachian Development Inc. (q)	Fuel Management Services	\$10,295	--	--	\$10,295
Dominion Cove Point LNG, LP	Dominion Transmission, Inc. (n)	Engineering & Legal Services	\$5,817	--	--	\$5,817

(h) As per Rules 80 and 81, natural gas supply, storage or transportation capacity transactions are not reported hereunder. Services provided by or to Dominion Resources Services, Inc. ("DRS") are billed pursuant to standard at-cost service agreements between DRS and Dominion Resources, Inc. subsidiaries. Information with respect to transactions under such agreements is not provided in this report, but is provided by Form U-13-60.

(i) Not used.

(j) Services provided by DTECH to Dresden Energy, LLC and Dominion Equipment III, Inc. as agent for Fairless Energy, LLC are provided pursuant to service agreements dated August 1, 2002 in the form of Exhibits D and E respectively, to the DRI Form U-9C-3 filed for the third quarter of 2002.

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(k) Services provided by DTECH to Pleasants Energy, LLC are provided pursuant to service agreements dated August 1, 2002 in the form of Exhibit B to the DRI Form U-9C-3 filed for the second quarter of 2003.

(l) Services provided by DTECH to Armstrong Energy Limited Partnership, LLLP are provided pursuant to service agreements dated August 1, 2002 in the form of Exhibit C to the DRI Form U-9C-3 filed for the third quarter of 2002.

(m) Services provided by DTECH to Troy Energy, LLC are provided pursuant to service agreements dated August 1, 2002 in the form of Exhibit C to the DRI Form U-9C-3 filed for the second quarter of 2003.

(n) Services provided by Dominion Cove Point LNG, LP to Dominion Transmission, Inc. are provided pursuant to service agreements dated January 1, 2004 in the form of Exhibit B.

(o) Services provided by Field Services to DTI are provided pursuant to a service agreement dated April 23, 2001 in the form of Exhibit A(e) to the CNG Form U-9C-3 filed for the second calendar quarter of 2002.

(p) Services provided at cost.

(q) Services provided by Field Services to Dominion Appalachian Development, Inc. are provided pursuant to a service agreement dated May 1, 2002 in the form of Exhibit A(g) to the CNG Form U-9C-3 filed for the second calendar quarter of 2002.

(r) Services provided by DTECH to Peoples Natural Gas are not required to have a service agreements as the value of support is less than \$10,000.

(s) Services provided by DTECH to Dominion Transmission, Inc. are provided pursuant to service agreements dated January 1, 2004 in the form of Exhibit C.

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ITEM 3 - ASSOCIATE TRANSACTIONS (continued)

Part II - Transactions Performed by Associate Companies on Behalf of Reporting Companies (h)

<u>Associate Company Rendering Service</u>	<u>Reporting Company Receiving Service</u>	<u>Types of Services Rendered</u>	<u>Direct Costs Charged</u>	<u>Indirect Costs Charged</u>	<u>Cost of Capital</u>	<u>Total Amount Billed</u>
DTI	Field Services (t)	Operations & Maintenance Services	\$(54,407)	\$14,221	--	\$(40,187)
DTI	Greenbrier (u)	Administration, Engineering, Operations & Maintenance Services	\$22,920	\$69	--	\$22,989
DTI	DNGS (v)	Administration, Engineering, Operations & Maintenance Services	\$316	\$85	--	\$401
DTI	Dominion Cove Point LNG, LP (w)	Engineering, Operations & Maintenance Services	\$674,951	\$129,340	--	\$804,291

DTI	Tioga (x)	Administration, Engineering, Operations, Accounting, Marketing & Storage Services	\$1,384	\$297	--	\$1,681
Dominion Exploration & Production, Inc.	DOTEPI (y)	Operations & Maintenance of Gas Properties	\$12,409,484	--	--	\$12,409,484
Virginia Power Energy Marketing, Inc.	DETC (z)	Business Operations Support	\$30,144	--	--	\$30,144

(t) Services provided by DTI to Field Services are provided pursuant to agreements in the form of Exhibit A(i) to the CNG Form U-9C-3 filed for the second calendar quarter of 2002.

(u) Services provided by DTI to Greenbrier are provided pursuant to a service agreement dated January 1, 2001, in the form of Exhibit B to the CNG Form U-9C-3 filed for the first calendar quarter of 2001.

(v) Services provided by DTI to DNGS are provided pursuant to a service agreement dated December 1, 2001 in the form of Exhibit A(l) to the CNG Form U-9C-3 filed for the third calendar quarter of 2002.

(w) Services provided by DTI to Dominion Cove Point LNG, LP are provided pursuant to a service agreement dated August 30, 2002 in the form of Exhibit A(m) to the CNG Form U-9C-3 filed for the third calendar quarter of 2002.

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(x) A copy of the Service Agreement between DTI and Tioga Properties, LLC dated July 1, 2002 in the form of Exhibit A(o) to the CNG Form U-9C-3 filed for the fourth calendar quarter of 2002.

(y) Services provided by Dominion Exploration & Production, Inc. to DOTEPI are provided pursuant to a Market Services Agreement dated November 1, 2001 in the form of Exhibit A(k) to the CNG Form U-9C-3 filed for the second calendar quarter of 2002.

(z) Services provided by VPDM to DETC are provided pursuant to a service agreement dated June 30, 2003 in the form of Exhibit D.

#### ITEM 4 - SUMMARY OF AGGREGATE INVESTMENT

Investments in energy-related companies (in thousands):

Total consolidated capitalization of DRI as of March 31, 2004	\$29,186,073(aa)	Line 1
--	------------------	--------

Total capitalization multiplied by 15% (Line 1 multiplied by 0.15)	<u>4,377,911</u>	Line 2
---	------------------	--------

Greater of \$50 million or line 2	\$4,377,911	Line 3
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Total current aggregate  
investment: (categorized by major  
line of energy-related business)

Energy-related business by  
category

	10
Category 2	
	763,314
Category 5	
	13,752
Category 6	
	9,297
Category 7	
	1
Category 8	
	<u>26,561</u>
Category 9	

Total current aggregate investment (bb)	<u>812,935</u>	Line 4
--	----------------	--------

Difference between the greater of \$50 million or 15% of capitalization and the total aggregate investment of the registered holding system (line 3 less line 4)	\$3,564,976	Line 5
---	-------------	--------

Investments in gas-related companies (in thousands):

Total current aggregate investment:  
(categorized by major line of gas-related  
business) (cc)

Gas exploration and production	2,480,673	
Gas sales and storage services	569,800	
Gas transportation	<u>340,152</u>	<u>                    </u>
		<u>\$3,390,625</u>

(aa) Includes short-term debt of \$1,555,491.

(bb) Includes guarantees of \$794,989.

(cc) Includes guarantees of \$822,302.

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ITEM 5 - OTHER INVESTMENTS

<u>Major Line of Energy- Related Business</u>	<u>Other Investment in Last U-9C-3 Report</u>	<u>Other Investment in this U-9C-3 Report</u>	<u>Reason for Difference in Other Investment</u>
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None.

ITEM 6 - FINANCIAL STATEMENTS AND EXHIBITS

A. Financial Statements

Balance sheets as of March 31, 2004 and income statements for the three-months and year ended March 31, 2004 for the following companies are filed under confidential treatment pursuant to Rule 104(b):

DEE

DAH

DETI

DCT

DOES

Wagram

DTECH

DEMI

Field Services

Greenbrier

DOTEPI

DNGS

Cove Point

Tioga

DETC

DECCI

DNPI

## B. Exhibits

The certificate as to filing with interested state commissions is attached hereto as Exhibit A.

The form of service agreement, dated January 1, 2004 between Dominion Cove Point LNG, LP and Dominion Transmission, Inc. is attached as Exhibit B.

The form of service agreement, dated January 1, 2004 between DTECH and Dominion Transmission, Inc. is attached as Exhibit C.

The form of service agreement, dated June 30, 2003 between VPDM and DETC is attached as Exhibit D.

SIGNATURE

The undersigned registered holding companies have duly caused this quarterly report to be signed on their behalf by the undersigned attorney thereunto duly authorized pursuant to the requirements of the Public Utility Holding Company Act of 1935.

DOMINION RESOURCES, INC.

By: /s/ James F. Stutts  
James F. Stutts  
Its Attorney

CONSOLIDATED NATURAL GAS COMPANY

By: /s/ James F. Stutts  
James F. Stutts  
Its Attorney

Dated: May 25, 2004

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Exhibit A

#### CERTIFICATE

The undersigned certifies that she is the duly designated and acting attorney of Dominion Resources, Inc., a Virginia corporation ("DRI") and Consolidated Natural Gas Company, a Delaware corporation ("CNG") and that:

The Combined Quarterly Report for DRI and CNG on Form U-9C-3 filed pursuant to Rule 58 for the quarter ended March 31, 2004 was filed with each state commission having jurisdiction over the retail rates of the public utility companies that are associate companies of any of the reporting companies.

The names and addresses of such state utility commissions are:

Utilities Department  
Public Utility Commission of Ohio



180 Broad Street  
Columbus, OH 43266-0573

Executive Secretary  
West Virginia Public Service Commission  
201 Brooks Street  
Charleston, WV 25301

Secretary  
Pennsylvania Public Utility Commission  
North Office Building  
Commonwealth Avenue and North Street  
Harrisburg, PA 17101

Director, Public Utility Accounting  
Virginia State Corporation Commission  
1300 East Main Street  
Richmond, VA 23219

Chief Clerk  
North Carolina Utilities Commission  
4325 Mail Service Center  
Raleigh, North Carolina 27699-4325

IN WITNESS WHEREOF, I have hereunto set my hand as of the 25<sup>th</sup> day of May 2004.

          /s/ Sharon L. Burr          

Sharon L. Burr  
Attorney for  
Dominion Resources, Inc.  
Consolidated Natural Gas Company

EXHIBIT

**B**

January 1, 2004

Dominion Transmission, Inc.  
120 Tredegar Street  
Richmond, VA 23219

Gentlemen:

This Agreement is entered into by and between Dominion Cove Point LNG, LP ("Providing Company"), a Delaware limited partnership and Dominion Transmission, Inc. ("Receiving Company"), a Delaware corporation. Receiving Company has requested that Providing Company provide it with certain services which it may from time to time require in the conduct of its business. Providing Company has agreed to provide such services to Receiving Company, upon the terms and conditions hereinafter provided.

Accordingly, in consideration of the mutual promises herein contained, Providing Company and Receiving Company agree as follows:

1. Upon oral or written request by Receiving Company, Providing Company will provide legal and engineering services and such related services as are deemed necessary or desirable. In so doing, Providing Company may arrange for and provide the services of its own qualified personnel, or it may, after consultation with Receiving Company, arrange for and provide the services of such qualified, non-affiliated personnel as Providing Company, in its own opinion, deems necessary or appropriate.
2. All services rendered under and in accordance with this Agreement shall be provided at cost.

The cost of rendering such services shall include: (1) a portion of the salaries and wages of employees of Providing Company determined according to the time devoted by such employees to the performance of services hereunder for Receiving Company; (2) the costs of such employees' benefits, payroll taxes and compensated absences attributable to salaries and wages directly billed, as determined in accordance with Providing Company policies and procedures in place from time to time, (3) all other out-of-pocket operating costs, including expenses for transportation, tolls and other expenses incurred by Providing Company or its employees in connection with the performance of services under this Agreement, (4) the actual costs of materials and supplies furnished by Providing Company in connection with the performance of services under this Agreement, and (5) administrative and general costs attributable to services performed under this Agreement (including reasonable amounts for general office maintenance and depreciation, amortization, return and related taxes on Providing Company's general plant investment), determined in accordance with Providing Company's policies and procedures.

Dominion Transmission, Inc.  
January 1, 2004  
Page 2

3. Providing Company shall render monthly statements to Receiving Company for services supplied or to be supplied in the manner set forth above. Such statements shall include the costs of all services supplied hereunder during the preceding month and may include estimated amounts attributable to services which Providing Company anticipates it will supply during the next succeeding calendar month. All statements so rendered will be due and payable ten (10) days after receipt thereof.

4. This Agreement shall become effective as of January 1, 2004 and shall continue in force and effect until terminated by either party upon thirty (30) days' written notice of termination; provided, however, that this Agreement shall be subject to termination or modification at any time to the extent that its performance may conflict with the provisions of the Public Utility Holding Company Act of 1935, as amended, or any rule, regulation or order of the Securities and Exchange Commission adopted or promulgated prior or subsequent to the making of this Agreement; and provided, further, that this Agreement shall be subject to the approval of any state or federal regulatory body or agency, the approval of which is, by the laws of said state or of the United States, a legal prerequisite to the execution, acceptance or performance of this Agreement.
  
5. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a person with which it is affiliated, but otherwise no assignment of this Agreement or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party.

If you approve of this proposal, please indicate your acceptance by executing both copies hereof in the space provided and return one (1) fully executed copy to Providing Company.

Respectfully submitted,

Dominion Cove Point LNG, LP  
By: Dominion Cove Point LNG Company, LLC  
Its: General Partner

By: /s/ G. Scott Hetzer  
G. Scott Hetzer  
Senior Vice President and Treasurer

Accepted and Agreed to:  
Dominion Transmission, Inc.

By: /s/ Lee D. Katz  
Lee D. Katz  
Controller

EXHIBIT C

January 1, 2004

Dominion Transmission, Inc.  
445 W. Main Street  
Clarksburg, WV 26301

Gentlemen:

This Agreement is entered into by and between Dominion Technical Solutions, Inc. ("Providing Company"), a Virginia corporation and Dominion Transmission, Inc. ("Receiving Company"), a Delaware corporation. Receiving Company has requested that Providing Company provide it with certain services which it may from time to time require in the conduct of its business. Providing Company has agreed to provide such services to Receiving Company, upon the terms and conditions hereinafter provided.

Accordingly, in consideration of the mutual promises herein contained, Providing Company and Receiving Company agree as follows:

1. Upon oral or written request by Receiving Company, Providing Company will provide such engineering, construction, material procurement, technical services and related services as are deemed necessary or desirable. In so doing, Providing Company may arrange for and provide the services of its own qualified personnel, or it may, after consultation with Receiving Company, arrange for and provide the services of such qualified, non-affiliated personnel as Providing Company, in its own opinion, deems necessary or appropriate.

2. All services rendered under and in accordance with this Agreement shall be provided at cost.

The cost of rendering such services shall include: (1) a portion of the salaries and wages of employees of Providing Company determined according to the time devoted by such employees to the performance of services hereunder for Receiving Company; (2) the costs of such employees' benefits, payroll taxes and compensated absences attributable to salaries and wages directly billed, as determined in accordance with Providing Company policies and procedures in place from time to time, (3) all other out-of-pocket operating costs, including expenses for transportation, tolls and other expenses incurred by Providing Company or its employees in connection with the performance of services under this Agreement, (4) the actual costs of materials and supplies furnished by Providing Company in connection with the performance of services under this Agreement, and (5) administrative and general costs attributable to services performed under this Agreement (including reasonable amounts for general office maintenance and depreciation, amortization, return and related taxes on Providing Company's general plant investment), determined in accordance with Providing Company's policies and procedures.

Dominion Transmission, Inc.  
January 1, 2004  
Page 2

3. Providing Company shall render monthly statements to Receiving Company for services supplied or to be supplied in the manner set forth above. Such statements shall include the costs of all services supplied hereunder during the preceding month and may include estimated amounts attributable to services which Providing Company anticipates it will supply during the next succeeding calendar month. All statements so rendered will be due and payable ten (10) days after receipt thereof.

4. This Agreement shall become effective as of January 1, 2004, and shall continue in force and effect until terminated by either party upon thirty (30) days' written notice of termination; provided, however, that this Agreement shall be subject to termination or modification at any time to the extent that its performance may conflict with the provisions of the Public Utility Holding Company Act of 1935, as amended, or any rule, regulation or order of the Securities and Exchange Commission adopted or promulgated prior or subsequent to the making of this Agreement; and provided, further, that this Agreement shall be subject to the approval of any state or federal regulatory body or agency, the approval of which is, by the laws of said state or of the United States, a legal prerequisite to the execution, acceptance or performance of this Agreement.
  
5. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a person with which it is affiliated, but otherwise no assignment of this Agreement or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party.

If you approve of this proposal, please indicate your acceptance by executing both copies hereof in the space provided and return one (1) fully executed copy to Providing Company.

Respectfully submitted,

Dominion Technical Solutions, Inc.

By: /s/ Lee D. Katz  
Lee D. Katz                      Controller

Accepted and Agreed to:

Dominion Transmission, Inc.

By: /s/ Lee D. Katz  
Lee D. Katz  
Controller

EXHIBIT D

June 30, 2003

Dominion Energy Terminal Company, Inc.  
120 Tredegar Street  
Richmond, Virginia 23219

Gentlemen:

This Agreement is entered into by and between Virginia Power Energy Marketing, Inc. ("Providing Company"), a Virginia corporation and Dominion Energy Terminal Company, Inc. ("Receiving Company"), a Virginia corporation. Receiving Company has requested that Providing Company provide it with certain services which it may from time to time require in the conduct of its business. Providing Company has agreed to provide such services to Receiving Company, upon the terms and conditions hereinafter provided.

Accordingly, in consideration of the mutual promises herein contained, Providing Company and Receiving Company agree as follows:

1. Upon oral or written request by Receiving Company, Providing Company will provide such business operations, risk management, marketing, brokering, procurement, transportation, administrative and other related services as are deemed necessary or desirable. In so doing, Providing Company may arrange for and provide the services of its own qualified personnel, or it may, after consultation with Receiving Company, arrange for and provide the services of such qualified, non-affiliated personnel as Providing Company, in its own opinion, deems necessary or appropriate.

2. All services rendered under and in accordance with this Agreement shall be provided at cost.

The cost of rendering such services shall include: (1) a portion of the salaries and wages of employees of Providing Company determined according to the time devoted by such employees to the performance of services hereunder for Receiving Company; (2) the costs of such employees' benefits, payroll taxes and compensated absences attributable to salaries and wages directly billed, as determined in accordance with Providing Company policies and procedures in place from time to time, (3) all other out-of-pocket operating costs, including expenses for transportation, tolls and other expenses incurred by Providing Company or its employees in connection with the performance of services under this Agreement, (4) the actual costs of materials and supplies furnished by Providing Company in connection with the performance of services under this Agreement, and (5) administrative and general costs attributable to services performed under this Agreement (including reasonable amounts for general office maintenance and depreciation, amortization, return and related taxes on Providing Company's general plant investment), determined in accordance with Providing Company's policies and procedures.

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3. Providing Company shall render monthly statements to Receiving Company for services supplied or to be supplied in the manner set forth above. Such statements shall include the costs of all services supplied hereunder during the preceding month and may include estimated amounts attributable to services which Providing Company anticipates it will supply during the next succeeding calendar month. All statements so rendered will be due and payable ten (10) days after receipt thereof.

4. This Agreement shall become effective as of July 1, 2003 and shall continue in force and effect until terminated by either party upon thirty (30) days' written notice of termination; provided, however, that this Agreement shall be subject to termination or modification at any time to the extent that its performance may conflict with the provisions of the Public Utility Holding Company Act of 1935, as amended, or any rule, regulation or order of the Securities and Exchange Commission adopted or promulgated prior or subsequent to the making of this Agreement; and provided, further, that this Agreement shall be subject to the approval of any state or federal regulatory body or agency, the approval of which is, by the laws of said state or of the United States, a legal prerequisite to the execution, acceptance or performance of this Agreement.
  
5. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a person with which it is affiliated, but otherwise no assignment of this Agreement or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party.

If you approve of this proposal, please indicate your acceptance by executing both copies hereof in the space provided and return one (1) fully executed copy to Providing Company.

Respectfully submitted,

Virginia Power Energy Marketing, Inc.

By: /s/ Lee D. Katz

Lee D. Katz  
Controller

Accepted and Agreed to:

Dominion Energy Terminal Company, Inc.

By: /s/ James K. Martin

James K. Martin  
Vice President - Business Development