

UMPA/MEMBER CITY - SOLAR POWER PROGRAM

ATTACHMENT A DEFINITIONS

1. “Agency” shall mean Utah Municipal Power Agency.
2. “Agreements” means the Sales Agreement and Interconnection Agreement.
3. “Application” means the Application to participate in the Utah Municipal Power Agency’s Commercial Solar Power Program, including the instructions and supporting documents.
4. “Application Fee” means the amount paid by the Customer to cover the cost for the Agency and Member City to review the Customer’s Application to participate in the Solar Power Program. Said fee is set and approved by the governing board of the Agency and Member City.
5. “Applicable Law” means any and all applicable laws, rules, regulations, ordinances, codes, orders or permits of any and all Governmental Authorities, including zoning, construction, environmental, and worker safety laws.
6. “Approved Application” means the Application to participate in the Solar Power Program and supporting documents submitted by the Customer and approved by the Agency and its Member for participating in the Solar Program. The Application and supporting documents are attached as Exhibit B.
7. “City” or “Member City” shall mean any of the cities of Levan, Manti, Nephi, Provo, Salem, or Spanish Fork and their electric utilities that have joined together to form the joint action agency defined as the Agency.
8. “Commercial Customer” means a Customer who is either classified as Commercial or Industrial and not a residential customer.
9. “Customer” means the Commercial or Industrial Customer identified in the first sentence of the Agreements.
10. “Default” is defined in Section 14 of the Interconnection Agreement.
11. “Default Amount” is defined in Section 15.3 of the Interconnection Agreement.
12. “Electric Codes” means the National Electric Code, the National Electric Safety Code, IEEE Standards, and Underwriters Laboratories Standards.

13. “Energy” shall the electricity produced by the Solar Facility and delivered to the Meter.

14. “Emergency” is defined in Section 10.1 of the Interconnection Agreement.

15. “Force Majeure” means causes or events beyond the reasonable control of, and without the fault or negligence of the Party claiming Force Majeure, such as: (a) acts of God, sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes; (b) high winds of sufficient strength or duration to materially damage a properly designed or constructed facility or significantly impair its operation; (c) lightning, fire, or ice storms; (d) sabotage or vandalism beyond that which could reasonably be prevented by the Party claiming Force Majeure; (e) terrorism, war, fire, riot, explosion, blockade, or insurrection; (f) strike, slow down, or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group); (g) actions or inactions by any governmental authority taken after the date hereof (including the adoption or change in any rule or regulation or environmental constraints lawfully imposed by such Governmental Authority) but only if such requirements, actions, or failures to act prevent or delay performance; and (h) inability, despite due diligence, to obtain any licenses, permits, or approvals required by any governmental authority. A Force Majeure does not include (1) events caused by an act of negligence or wrongdoing by the Party claiming Force Majeure; (2) events arising from the failure by the Party claiming Force Majeure to design, construct, operate or maintain a facility in accordance with Prudent Utility Practices and the Agreements; (3) market forces or economic conditions that adversely affect a party’s economic ability to economically use or resell the Electric Power or operate, maintain, repair or replace their respective facilities; or (4) the Customer’s ability to sell the Electric Power at a price greater than the Contract Price; (5) failure of third parties to provide services, materials, and equipment essential to a party's performance, unless such failure is caused by a Force Majeure; (6) delays in or an inability of the Party claiming Force Majeure to obtain financing; or (7) economic hardship.

16. “General Manager” or “Manager” means the authorized person to represent and manages the business of the Agency and/or Member Electric Utility.

17. “Governmental Authority” shall mean any federal, state, regional, county, town, city, municipality, or political subdivision whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory, or judicial body of any such government, including the Agency and its Members.

18. “Guidelines” means the guidelines for the implementation of the Solar Program, approved by the Agency’s Board of Directors.

19. “Interconnection Agreement” means the Interconnection Agreement executed by the Parties.

20. “Interconnection Standards” means the specification, policies, rules, and standards for the safety and reliability of the System that have been prepared by the Agency and Member Cities that are required to be followed by the Customer in connecting electrical equipment to the System.

21. “Manufacturer Directions” means equipment manufacturer’s directions for: (a) the safe and effective installation, operation, and maintenance of the Solar Facility or (b) for testing the Facility.

22. “Member Electric Utility” is the municipal owned electric utility that maintains and operates the Electric System in order to provide electrical service to its customers.

23. “Member’s System” or “Member’s Electric System” means (a) the Member’s distribution facilities used to deliver electricity to its customers and (b) those facilities that are necessary and consistent with Prudent Utility Practice to permit the Agency and its Member to receive the Energy generated by the Customer’s Solar Facility at the Meter.

24. “Monthly Statement” is defined in Section 4.3 of the Sales Agreement.

25. “Party” or “Parties” means, individually or collectively, the Customer, Member City, or Agency.

26. “Production Meter” means the meter that measures the Energy produced by the Solar Facility and delivered to the Agency and its Member.

27. “Program” means the Solar Power Program approved by the Agency’s Board of Directors.

28. “Program Standards” or “Standards” means, individually and collectively, the following as they may be amended from time to time: (a) the Approved Application, including design criteria and specifications for the Solar Facility, (b) Prudent Utility Practice, (c) Electric Codes, (d) the Company’s Interconnection Standards, (e) Manufacturer’s Directions, (f) Applicable Law, (g) the Permit to Operate, including any conditions to or limitations on the Customer’s operation and maintenance of the Facility, (h) the Interconnection Agreement, and (i) the Sales Agreement.

29. “Prudent Utility Practice” means any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Prudent utility practices are not intended to be limited to the optimum practice, method, or act to the exclusion of others, but rather to be practices, methods, or acts generally accepted in the industry and region. Prudent utility practices include meeting, at a minimum, the laws or regulations applicable to the activities, facilities, or decisions involved and the National Electric Safety Code, as most recently revised.

30. “Rate” means the price per kWh in Section 4.2 of the Sales Agreement that the Company shall pay the Customer for Energy produced by the Facility and delivered to the Production Meter.
31. “Renewable Generation” means a facility that generates electricity using sunlight, wind, or water as the primary source of energy
32. “Residential Service” means electric service provided to a customer solely for domestic purposes in (1) single family dwelling units; (2) apartments where each dwelling unit is separately metered and billed; and (3) combined family dwelling units.
33. “Sales Agreement” means the Power Sales Agreement executed by the Parties.
34. “Service Address” is defined in the Agreements’ recitals and identified in the Approved Application as the location at which the Customer would operate the Solar Facility and receives General Service from the Company.
35. “Service Meter” means the meter that measures the energy delivered to the Customer from the Member Electric Utility’s System.
36. “Solar Facility” or “Facility” means the solar photovoltaic generating system described in the Approved Application and designed and installed at the Service Address and in a manner consistent with the Standards. The Facility may include more than one solar generator, but the aggregate capacity of the generators shall not exceed the Program limits.
37. “Solar Power” means the electricity generated by the Solar Facility and delivered to the Agency at the Production Meter.
38. “System” means the electrical distribution system owned and operated by the Member City and managed by the Member City’s electric utility manager.
39. “System Upgrades” means improvements to the Member Electric Utility’s system reasonably necessary to accommodate the Solar Facility.
40. “Termination Date” means the earlier of: (a) the expiration of the term of the Agreements as provided in Section 3 of the Agreements or (b) the date of early termination as provided in Section 18 of the Interconnection Agreement.
41. “Utility” means the Member Electric Utility owned and operated by the Member City.