

**CITY OF LOGAN, UTAH
RESOLUTION NO. 17-35**

**A RESOLUTION UPDATING THE COMMERCIAL LIGHTING
RETROFIT INCENTIVE PROGRAM**

WHEREAS, the City of Logan supports demand side management programs; and

WHEREAS, the City of Logan recognizes that the cheapest kWh is a conserved kWh; and

WHEREAS, the City of Logan has previously established a commercial lighting retrofit incentive program in October 2014; and

WHEREAS, the City of Logan recognizes that the energy market is ever changing as should be our incentive programs to reflect these changes;

NOW THEREFORE BE IT RESOLVED that the City of Logan hereby adopts the revised Commercial Lighting Retrofit Incentive Program and Incentives as attached hereto as Exhibit A, effective as of August 1, 2017.

PASSED BY THE LOGAN MUNICIPAL COUNCIL THIS 1 DAY OF August, 2017 BY THE FOLLOWING VOTE.

AYES: Simmons, Allen, Jensen, Daines

NAYS: none

ABSENT: Needham

Holly H. Daines
Holly H. Daines, Chair

ATTEST:

Teresa Harris
Teresa Harris, City Recorder



Exhibit A:
Revised Commercial Lighting Incentive Program Incentives

Interior & Exterior Lighting	LED Lighting only (includes TLED)	\$.10/kwh annual energy savings
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Rules:

1. Incentives apply to retrofit applications only
2. Application period begins July 1, 2017. Applications will be taken on a first come, first served basis.
3. To be eligible for the incentives listed, the new lighting system must use less energy than the existing lighting system replaced as determined by Logan City Light and Power
4. Customer must complete all projects by June 30, 2018 or they will forfeit their application and any resulting incentive.
5. Customer may only apply for one rebate per fiscal year (July 1-June 30).
6. Incentives are capped 20% of total project cost (labor + materials) with a lifetime maximum of \$30,000 and are not available to reduce the simple payback below one year
7. Complete fixture removals are not eligible for an incentive
8. Customer must submit a letter of intent to City of Logan along with an incentive worksheet.
9. Customer must obtain a pre-inspection from an agent of Logan City Light & Power at the point they are ready to move forward on a project. Pre-inspection does not guarantee an incentive.
10. Customer must complete a post-inspection, provide itemized invoices for labor and materials, and a W-9 before incentive will be paid to customer
11. It is the responsibility of the Customer to calculate future energy savings at their facility
12. Actual incentives will be determined solely by Logan City representatives based on inspections and final invoices from contractors.

Logan City Commercial Lighting Incentive Letter of Intent

City of Logan • Environmental Department • 153 N 1400 W • Logan • UT • 84321



435-716-9792(ph) • 435-716-9751(fax) • emily.malik@loganutah.org • <http://www.loganutah.org>

Date: _____

Customer: _____

Contact Person: _____

Address: _____

Address Line 2: _____

City: _____ State: _____ Zip: _____

Phone: _____ Alternate Phone: _____

E-Mail: _____

Logan City Acct Number (from utility bill): _____

The purpose of the Commercial Lighting Program letter of intent is to notify the City of Logan that you and/or your company intends to move forward with a lighting incentive project. The letter of intent should be filed with an application for a lighting incentive and in conjunction with a pre-inspection of your facility.

1. Customer will contact a qualified lighting specialist to help them perform an energy analysis of their facility.
2. Customer agrees to work cooperatively with both City of Logan and the chosen qualified lighting specialists in order to carry out the energy analysis in a thorough manner.
3. City of Logan agrees to keep all information that may be received as a result of this application process strictly confidential if it is identified by the customer in writing as confidential.
 - a. Confidential information will not be shared with any third party other than approved lighting specialists who have been hired to perform energy analysis and/or a retrofit at customer's facility. All approved lighting specialists will sign confidentiality statements upon receiving known confidential information that shall be shared with the customer upon customer request.
 - b. City of Logan's obligation to protect a customer's confidential information will remain force for two (2) years from the date of this agreement.
 - c. Confidential information does not include information that is a matter of public record or public knowledge or literature, is approved for release, in writing, by the customer, or disclosed due to court, governmental, or regulatory orders.
4. Customer agrees to be cooperative with City of Logan employees, lighting specialists, and any other person(s) associated with the application for Logan City Commercial Lighting Incentives. Failure to cooperate with any party associated with the application for Logan City Commercial Lighting Incentives will result in a delayed or denied application.
5. Customer agrees to allow Logan City to release their Logan City Light & Power electric information for above listed facility to the lighting specialist involved in providing energy analysis. This information will not be released to a third party unless they have signed a confidentiality

agreement and are associated with Logan City Commercial Lighting Incentive project. Copies of the signed confidentiality agreement will be made to the customer at customer's request.

6. City of Logan is not responsible and carries no responsibility for the discovery, presence, handling, removal or disposal of or exposure of person to hazardous materials of any kind in connection with the facility listed above. This includes asbestos, PCBs, or other toxic substances.
7. Customer acknowledges that Logan City does not guarantee or warrantee any work provided by listed qualified lighting specialists. Logan City makes no warranty, express or implied.
8. Customer acknowledges that this Letter of Intent is not an incentive offer and does not guarantee that funds will be available for an incentive once work is completed.
9. Customer understands that their Logan City Utility account must be in good standing in order to receive any incentive.
10. Customer understands and agrees to the following program rules:
 - Incentives apply to retrofit applications only
 - Application period begins July 1, 2017. Applications will be taken on a first come, first served basis.
 - To be eligible for the incentives listed, the new lighting system must use less energy than the existing lighting system replaced as determined by Logan City Light and Power
 - Customer must complete all projects by June 30, 2018 or they will forfeit their application and any resulting incentive.
 - Customer may only apply for one rebate per fiscal year (July 1-June 30).
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 - Customer must complete a post-inspection, provide itemized invoices for labor and materials, and a W-9 before incentive will be paid to customer
 - It is the responsibility of the Customer to calculate future energy savings at their facility
 - Actual incentives will be determined solely by Logan City representatives based on inspections and final invoices from contractors.

Signed:

By: _____

Title: _____

Date: _____

Signature: _____