

ENERGY EFFICIENCY SMALL RENTAL GRANT PROGRAM GUIDELINES

I. WHAT IS IT?

The Village of Oak Park Energy Efficiency Grant Program (“Program”) was established to provide financial assistance to Owner(s)/Applicant(s) who desire to reduce their property’s consumption of energy.

II. WHO IS ELIGIBLE?

The Program is intended to benefit very-low and low income households. Very-low income households are defined as households with income below 50% of the Area Median Income (AMI) for the Chicago Metropolitan Statistical Area including Cook County, as defined by HUD. Low income households are defined as households with income below 80% of the AMI for the Chicago Metropolitan Statistical Area including Cook County. Owner(s)/Applicant(s) will self-certify that the household income of 51% of their tenant units meets these requirements, which the Village reserves the right to verify in its discretion.

An Owner(s)/Applicant(s) will be considered ineligible for the Program if:

- An Owner(s)/Applicant(s) owe any unpaid taxes or water bills or other debt to the Village;
- If the Owner(s)/Applicant(s) has any unpaid final judgments of liability from the office of Adjudication which are due and owing;
- If there are any unpaid Village liens on any property owned by the Owner(s)/Applicant(s);
- If the Owner(s)/Applicant(s) is not current on any other Village obligations, or otherwise is not in compliance with requirements of the Village Code, including but not limited to multi-family licensing, alarm permit, or vacant building registration requirements; or
- If the applicable property for which an Owner(s)/Applicant(s) seeks a grant has previously been the subject of a grant under the Program.

Eligibility of Village Employees

Eligible Owner(s)/Applicant(s) who are also Village Employees are eligible for the Program in accordance with the Village’s Conflict of Interest and Ethics Ordinance.

Eligibility For Other Housing Programs

Participants in the Program are eligible for other Village housing programs provided they meet the eligibility criteria for those programs.

III. WHAT PROPERTY TYPES ARE ELIGIBLE?

- Small rental dwellings in Oak Park

Eligible properties must be either a single family detached rental dwelling or a multi-family rental property with fewer than 8 units on the same or contiguous site.

- Clear title

The Owner(s)/Applicant(s) must have clear title to the rental dwelling unit, without any cloud on the title, not including any prior recorded consensual liens. The Owner(s)/Applicant(s) must be the sole title holder of the dwelling unit which will undergo project rehabilitation, unless an acceptable release is obtained from any person on the title agreeing to an additional encumbrance.

IV. WHAT WORK IS COVERED UNDER THIS GRANT PROGRAM?

The Village will reimburse Owner(s)/Applicant(s) for items related to the conservation of energy by upgrading a rental dwelling unit's thermal protection, such as insulation, water saving fixtures and furnaces. An Owner(s)/Applicant(s) may apply for up to a total of \$10,000 grant under the Program for purposes of increasing building energy efficiency by adding any or all of the following:

- (1) Installation of insulation;
- (2) Installation of energy efficient lighting, including automatic light sensors or timed light sensors;
- (3) Installation or upgrade of heating, venting and air conditioning (HVAC), including geothermal installation, and high-efficiency shower/faucet upgrades, including thermostat upgrades;
- (4) Upgraded water heater;
- (5) Air sealing; and/or
- (6) Installation of solar panels.

V. HOW DO I APPLY?

A. Steps

The following are the steps to take to participate in the Program:

- (1) An Owner(s)/Applicant(s) must complete an application and submit it to the Development Customer Services Department;
- (2) An Owner(s)/Applicant(s) must apply for any necessary building permits. An applicable general contractor and all subcontractors must be properly registered in the Village of Oak Park and must submit evidence of insurances and licenses; and

(3) An Owner(s)/Applicant(s) is responsible for selecting an applicable contractor. The Owner(s)/Applicant(s) is required to obtain at least three (3) bids for the work. The applicant may select a contractor from any of the bids so long as the differential between the bids is not greater than 50%.

B. Priority

Applications will be processed on a first come, first served basis. The Program will expire when all grant funds are expended.

VII. PROGRAM MANAGEMENT

A. Application and Eligibility Review

The Village will review a completed application for an initial determination of eligibility.

B. Ineligibility

If the Owner(s)/Applicant(s) is ineligible, the Village will notify the Owner(s)/Applicant(s) of the reason for ineligibility. If the reason for ineligibility is due to an outstanding debt, judgment or code compliance issue, the Owner(s)/Applicant(s) may re-apply after such matters have been satisfied. For purposes of determining priority, the Owner(s)/Applicant(s)'s place in line will be based upon the date of reapplication if initially determined to be ineligible.

C. Agreement

Upon approval of an application, the Owner(s)/Applicant(s) will be required to sign a Grant Agreement substantially in conformance with the Grant Agreement attached hereto.

D. Building Permits

The Owner(s)/Applicant(s) must obtain permits from the Village before a contractor may begin any work. All work must be properly permitted and inspected by the Village.

E. Payment of Requests for Reimbursement

Upon completion of any applicable work, the Owner(s)/Applicant(s) must submit a Request for Reimbursement Form. The form must be accompanied by the following:

- (1) Contractor's mechanics lien waiver;
- (2) A copy of the Owner(s)/Applicant(s)'s proof of payment to the contractor;
- (3) A certification from the contractor that the Owner(s)/Applicant(s) paid for the work; and

(4) A final certificate of completion.

In those cases where the Owner(s)/Applicant(s) requests that payment be made directly to a contractor, the Owner(s)/Applicant(s) must sign a payment authorization form and provide applicable mechanics' lien waivers. The Village will agree to pay a contractor directly upon proof that the Village's payment is the only outstanding payment to be made to the contractor.

If a Request for Reimbursement is completed in conformance with the Program requirements, payment will be made by the Village within thirty (30) days of approval of an invoice.

VILLAGE OF OAK PARK
ENERGY EFFICIENCY SMALL RENTAL GRANT PROGRAM
OWNER(S)/APPLICANT(S) PARTICIPATION AGREEMENT
(Submit in Duplicate)

THIS GRANT AGREEMENT (hereinafter referred to as "Agreement") made on this _____ day of _____, 20__ between the VILLAGE OF OAK PARK, 123 Madison Street, Oak Park, Illinois (hereinafter referred to as "Village") and _____ (name) and _____ (name) at _____ (address) in Oak Park, Illinois (hereinafter referred to collectively as "Owner(s)/Applicant(s)").

RECITALS

WHEREAS, the Village has adopted Energy Efficiency Grant Program (hereinafter referred to as the "Program") to assist residents in their efforts to increase the energy efficiency of their homes. A copy of the Program Guidelines is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, Owner(s)/Applicant(s) is the owner and occupant of the property set forth above; and

WHEREAS, the Owner(s)/Applicant(s) has applied to participate in the Program and the Village has determined that the Owner(s)/Applicant(s) is eligible to participate.

NOW, THEREFORE, in consideration of the above and the terms and conditions set forth below, the parties hereto agree as follows:

Section 1. Recitals Incorporated. The Recitals set forth above are expressly made a part of this Agreement as if fully set forth in this Section 1.

Section 2. Definitions. The following terms shall have the following meanings when used in this Agreement unless the context clearly indicates a contrary meaning.

"Contractor" shall mean an a contractor who is registered to do work in the Village of Oak Park and who has obtained the necessary licenses and permits from the Village to perform work under the Program.

"Permit" is a Village permit which the Owner(s)/Applicant(s) must obtain before any improvements may be installed by a Contractor.

"Program" is the Village's Energy Efficiency Grant Program, operated in accordance with the Program Guidelines adopted by the Village's Board of Trustees.

"Proposal" shall mean a Contractor's detailed bid for equipment, material and labor, with quantities itemized.

Section 3. Village Approval. The Owner(s)/Applicant(s) shall submit all documentation required under the Program to the Village prior to beginning any work, including specific plans, a Proposal, and an application for the necessary permits from the Village. No work shall begin until the Village approves the plans, the Owner(s)/Applicant(s) pays the permit fee and the Village issues a building permit. If any work is performed without the applicable Village permits, the Owner(s)/Applicant(s) shall not be entitled to reimbursement for that work.

Section 4. Contract for Work. The Owner(s)/Applicant(s)'s contract for the work shall be based on the approved Proposal by the Village, attached hereto and incorporated herein by reference as **Exhibit B**.

The contract for the installation will be between the Contractor and the Owner(s)/Applicant(s). The Village shall not be a party to such contract and has no liability for breach of contract or damages as a result of work improperly performed. The Owner(s)/Applicant(s) agrees that by operating the Program, the Village does not assume any duty to the Owner(s)/Applicant(s) or the Contractor for the performance of the work, the quality of the work or the condition of the Owner(s)/Applicant(s)'s property. The Village's only responsibility shall be to make payment upon strict compliance with the Program Guidelines and this Agreement.

Section 5. Reimbursement Items. The Village shall reimburse the Owner(s)/Applicant(s) for those items which are considered eligible costs at their actual cost. The maximum amount of reimbursement is a total of \$10,000.00 per rental property.

Section 6. Payment of Reimbursement. The Village shall reimburse the Owner(s)/Applicant(s) for eligible items at approved amounts when all work is completed, inspected and approved by the Village. To receive reimbursement, the Owner(s)/Applicant(s) must follow all requirements of this Agreement and submit a claim on the Request for Reimbursement Form.

Section 7. Owner(s)/Applicant(s)'s Responsibility. The Village shall not reimburse the Owner(s)/Applicant(s) for any costs or expenses not associated with the energy efficiency upgrades.

Section 8. Liability Waiver. The Village and its officers, officials, employees, agents and volunteers are statutorily immune from liability for failing to inspect the condition of a property that it does not own. In addition, the Village of Oak Park, by simply providing the funding for these improvements, is not undertaking to oversee the quality or the performance of the work. Inspections performed by the Village or its officers, officials, employees, agents and volunteers under the Program shall be the same as inspections the Village performs on any other permitted work in the Village. As such, the Village and its officers, officials, employees, agents and volunteers shall have no liability for the performance or non-performance of the work, or the quality of the work performed by contractors, or the condition of private property. The Village and its officers, officials, employees, agents and volunteers are not parties to the agreement between the Owner(s)/Applicant(s) and the selected contractor and therefore will not be liable for breach of contract or damages caused by the contractor. The Village does not

assume any fiduciary or other duty to the Owner(s)/Applicant(s) under the Program. By executing this Agreement below, the Owner(s)/Applicant(s) agrees, accepts, understands waives any claims against the Village or its officers, officials, employees, agents and volunteers and shall indemnify, defend and hold the Village of Oak Park and its officers, officials, employees, agents and volunteers harmless against any and all claims whether in tort, contract or under any other theory of liability for any property damage, personal injury, economic damages, contractual damages or other damages, losses, costs or expenses of any kind which the Owner(s)/Applicant(s) may incur as a result of participation in the Program.

Section 9. Breach. If the Owner(s)/Applicant(s) fails to comply with the requirements of this Agreement or the conditions of the Program, the Village shall be under no obligation to reimburse the Owner(s)/Applicant(s) for any expenses.

Section 10. Effective Date. The effective date of this Contract as reflected above and below shall be the date that the Village Manager executes this Contract on behalf of the Village.

Section 11. Headings and Title. The headings and titles provided in this Contract are for convenience only and shall not be deemed a part of this Agreement.

Section 12. Counterparts; Facsimile or PDF Signatures. This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Contract. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on the days and dates set forth below.

VILLAGE OF OAK PARK

OWNER(S)/APPLICANT(S)

Lisa Shelley, Interim Village Manager

VILLAGE OF OAK PARK

**ENERGY EFFICIENCY SMALL RENTAL GRANT PROGRAM
HOMEOWNER PARTICIPATION AGREEMENT**

(Submit in Duplicate)

THIS ENERGY EFFICIENCY GRANT PROGRAM HOMEOWNER PARTICIPATION AGREEMENT (hereinafter referred to as the "Agreement") is made on this ___ day of _____, 202___ between the Village of Oak Park, 123 Madison Street, Oak Park, Illinois (hereinafter referred to as the "Village") and _____ (name) and _____ (name) at _____ (address) in Oak Park, Illinois (hereinafter referred to collectively as the "Homeowner").

RECITALS

WHEREAS, the Village has adopted an Energy Efficiency Grant Program (hereinafter referred to as the "Program") to assist Village residents in their efforts to reduce energy consumption by installing solar energy facilities and other energy saving improvements (hereinafter referred to as the "Improvements"); and

WHEREAS, the Program provides a grant to homeowners for the installation of such Improvements; and

WHEREAS, a copy of the Program Guidelines is attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, the Homeowner is the owner and occupant of the residence set forth above; and

WHEREAS, the Homeowner has applied to participate in the Program and the Village has determined that the Homeowner is eligible to participate in the Program.

NOW, THEREFORE, in consideration of the above and the terms and conditions set forth below, the parties hereto agree as follows:

Section 1. Recitals Incorporated. The above recitals are incorporated herein as though fully set forth.

Section 2. Definitions. The following terms shall have the following meanings when used in this Agreement unless the context clearly indicates a contrary meaning:

2.1. "Contractor" shall mean an Illinois licensed contractor who is registered to do work in the Village and has obtained the necessary licenses and permits from

the Village and any other applicable agency to perform work under the Program.

2.2. “Permit” is a Village permit which the Homeowner must obtain before any improvements can be installed by a Contractor.

2.3. “Program” is the Village’s Energy Efficiency Small Rental Grant Program, operated in accordance with the Program Guidelines adopted by the Board of Trustees of the Village of Oak Park.

2.4. “Proposal” shall mean a Contractor’s detailed bid for equipment, material and labor, with quantities itemized.

Section 3. Village Approval. The Homeowner shall submit to the Village all required documentation to obtain applicable permits prior to the installation of the Improvements. No work shall begin until the Village approves the Homeowner’s plans, the Homeowner pays the applicable permit fee and the Village issues a building permit. If any work is performed without obtaining the necessary permits, the Homeowner shall not be entitled to reimbursement for the work under this Agreement.

Section 4. Contract for Work. Any applicable contract for the Improvements shall be between the Homeowner’s contractor and the Homeowner. The Village shall not be a party to any such contract and shall have no liability for breach of contract, damages or any other claim as a result of work improperly performed by the Homeowner’s contractor. The Village does not assume any duty to the Homeowner or the Homeowner’s contractor for the performance of any work, the quality of any work or the condition of the Homeowner’s property. The Village shall only be responsible to make a grant payment when there has been strict compliance with the Program Guidelines and this Agreement.

Section 5. Permit Required. The installation of the Improvements shall require a permit issued by the Village’s Department of Customer Services Permit Division.

Section 6. Inspections. The Homeowner must notify the Department of Development Customer Service Permit Division to inspect the work as required.

Section 7. Reimbursement Items. The Village shall reimburse the Homeowner for those items which are considered eligible costs at their actual cost. The maximum amount of reimbursement is \$10,000.00 per property.

Section 8. Payment of Reimbursement. The Village will reimburse the Homeowner for eligible items at approved amounts when all work is completed, inspected and approved by the Village. To receive reimbursement, the Homeowner must follow all requirements of this Agreement and submit a claim pursuant to the Village’s “Request for Reimbursement Form.” Eligible costs include the following:

- 8.1. Cost of installing building insulation and conducting air sealing, and associated work;
- 8.2. Cost of installing energy-efficient lighting, automatic light sensors, and timed light sensors, and associated work;
- 8.3. Cost of upgrading to energy-efficient heating, ventilation, and air conditioning systems and thermostats, (HVAC) and associated work;
- 8.4. Cost of upgrading to high-efficiency shower heads and faucets and associated work;
- 8.5. Cost of upgrading to energy-efficient water heater and associated work and;
- 8.6. Cost of installing solar panels and associated work.

Section 9. Homeowner's Responsibility. The Village shall not reimburse the Homeowner for any of the following costs:

- 9.1. Future maintenance of any Improvements and all other related equipment;
- 9.2. Use of materials that do not meet the requirements of the Village's specifications or codes; or
- 9.3. Ancillary improvements installed by the Homeowner unrelated to the Improvements authorized to be installed pursuant to this Agreement and the Program Guidelines.

Section 10. Indemnification. The Village and its officers and employees are statutorily immune from liability for failing to inspect the condition of any property, including the Homeowner's property, other than its own. In addition, the Village does not guarantee the quality or the performance of the work to be performed with the grant funds to the Homeowner under this Agreement. Inspections performed by the Village for the Program shall be conducted in the same manner as inspections performed by the Village for any other permitted work in the Village. As such, the Village has no liability for the performance or non-performance of the work performed on behalf of the Homeowner work, or the quality of the work performed by the Homeowner's contractors, or the condition of the Homeowner's property. The Village is not a party to the agreement between the Homeowner and any of its contractors and therefore, the Village is not liable for a breach of any contract or damages caused by the Homeowner's contractors. The Village assumes no duty whatsoever to the Homeowner under the Program. The Homeowner shall indemnify, defend and hold the Village, its officers, officials, employees, agents and volunteers harmless against any and all claims whether in tort, contract or under any

other theory of liability for any property damage, personal injury, economic damages, contractual damages or any other damages or loss of any other kind as a result of the work performed by the Homeowner's contractors or for the Homeowner's participation in the Program.

Section 11. Covenant Not to Sue and Waiver. The Homeowner forever releases and discharges the Village, its officials, officers, agents, employees and volunteers from all losses, claims, demands, damages, liabilities, actions or causes of action which arise out of the Village's performance of this Agreement. The Homeowner covenants and agrees to pay for or reimburse the Village and its officials, officers, employees, volunteers and agents for any and all costs, reasonable attorneys' fees, liabilities or expenses incurred in connection with investigating, defending against, or otherwise in connection with any such losses, claims, demands, damages, liabilities actions or causes of action. The Village shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, demands, damages, liabilities actions or causes of action. The provisions of this section shall survive the completion of the work to be performed by the Homeowner under this Agreement with the Village's grant funds. The Homeowner covenants not to sue or otherwise bring any action in law or equity against the Village, its officials, officers, agents, employees or volunteers for any losses, claims, demands, damages, liabilities, actions or causes of action, expense, debt or liability of any nature whatsoever which the Homeowner may sustain arising out of the Village's performance of this Agreement or the Homeowner's participation in the Program.

Section 12. Disclaimer. The Program is designed to assist homeowners in reducing energy consumption and to install solar energy facilities. However, energy upgrades do not assure cost savings or risk reduction. Cost savings depend on variables including weather, utility prices, building performance, occupant behavior, operations and maintenance practices, and cost and quality of the contractor work. There is always a risk of electrical service interruption as a result of power line damage, obstruction, extreme weather conditions, or other unforeseen factors. The Homeowner agrees to assume the risk of loss of any future property damage after installation of any Improvements under this Agreement.

Section 13. Homeowner Responsible for Corrective Work. Asbestos-containing materials, lead-based paint, and other hazardous materials, such as mercury and PCBs in lighting ballasts, may be present in building materials. Licensed, insured, and experienced professionals should be retained to test, manage, remove, and dispose of all hazardous materials in accordance with all applicable federal, state, and local regulations. The Homeowner is responsible to test, inspect, and perform any corrective work that may become necessary for the Improvements.

Section 14. No Village Reimbursement Obligation. If the Homeowner fails to comply with all requirements of this Agreement or to complete any installation of the Improvements as provided in this Agreement, the Village shall have no obligation to reimburse the Homeowner for eligible expenses.

Section 15. Termination; Suspension. During the term of this Agreement, the Village may terminate the agreement for cause or suspend payments of grant funds due to: (1) use of

funds in a manner inconsistent with this Agreement; (2) the Homeowner's failure to submit required documents pursuant to this Agreement; or (3) the Homeowner's failure to perform in accordance with this Agreement. The Village shall provide written notice of said termination to the Homeowner by regular mail to the address listed on page 1.

Section 16. Entire Agreement. This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

Section 17. Non-Waiver of Rights. Any failure on the part of the Village to exercise any right under this Agreement shall not be construed as a waiver of that right.

Section 18. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action brought pursuant to this Agreement shall be in the Circuit Court of Cook County, Illinois.

Section 19. Binding Authority. The individuals executing this Agreement on behalf of the Consultant and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

Section 20. Non-Assignment. This Agreement shall not be assigned, sublet, or transferred by the Homeowner without the express written consent of the Village.

Section 21. Headings and Titles. The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

Section 22. Counterparts; Facsimile or PDF Signatures. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

Section 23. Effective Date. This Agreement shall take effect on its last date of its execution by one of the parties as set forth below.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

HOMEOWNER

By: Lisa Shelley
Its: Interim Village Manager

Date: _____, 202_

Date: _____, 202_

Date: _____, 202_