

ENERGY EFFICIENCY 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 home’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 their household income 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?

- Owner-occupied dwellings in Oak Park

Eligible properties are owner-occupied single family dwellings containing one to four units. For condominium units, improvements can only be made to those areas within a unit which the Owner(s)/Applicant(s) of the unit has authority to change, alter or improve, as defined by the condominium declarations, by-laws, and/or other rules and regulations as issued and adopted by the applicable condominium association or board. Improvements to common elements and limited common elements, including window or door repairs and replacements, are not eligible for the Program. A condominium unit is defined as a single family dwelling.

- Clear title

The Owner(s)/Applicant(s) must have clear title to the owner-occupied 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 dwelling unit's thermal protection, such as insulation, water saving fixtures and furnaces. An Owner(s)/Applicant(s) may apply for up to a \$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) and high-efficiency shower/faucet upgrades, including thermostat upgrades;
- (4) Upgraded water heater;
- (5) Air sealing;
- (6) Purchase and installation of ENERGY STAR appliances; and/or
- (7) 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 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 \$10,000.00 per 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)

Cara Pavlicek, Village Manager

