

**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 19th day of July, 2021 between the VILLAGE OF OAK PARK, 123 Madison Street, Oak Park, Illinois (hereinafter referred to as "Village") and Shirley R. Stewart at 1011 Lyman Avenue 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)**

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Cara Pavlicek, Village Manager

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Lisa Minish  
  
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