

# MULTI-FAMILY ENERGY EFFICIENCY MATCHING GRANT

## PROGRAM GUIDELINES

### **I. WHAT IS IT?**

The Village of Oak Park's Energy Efficiency Matching Grant Program was established to incentivize owners of multi-family rental dwelling units to reduce their property's consumption of energy and their tenant's energy costs. The Village of Oak Park intends to use recently allocated sustainability funds to administer this program. The program intends to offset a portion of the expense that an owner of multi-family rental property will incur to reduce energy consumption. Eligible multi-family rental property owners may qualify for the program by providing proof of permanent ownership of the property and energy upgrades completed. The program was established to provide financial assistance to owners of multi-family rental dwelling units who may qualify for a Grant of the cost of energy efficiency improvements, up to a maximum of \$10,000.00.

### **II. HOW DOES THE PROGRAM WORK?**

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 a 50% reimbursement of the total cost of the installations up to a maximum of \$10,000 total cost under the Program for purposes of increasing building energy efficiency.

Each of the approaches has different costs, degrees of disruption, and levels of efficiencies. Note that the State of Illinois adopted the 2018 IECC International Energy Conservation Code, and the 2018 international building code ("IBC"), as published by the International Code Council and the 2018 international existing building code ("IEBC") that will be the guideline to reference for your contractor(s).

### **III. WHAT WORK IS COVERED UNDER THIS GRANT PROGRAM?**

This Program covers energy efficiency installation measures. The following are **Eligible** costs that may be covered as part of this program:

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;
6. Installation of energy efficient appliances; and/or;
7. Installation of solar panels to provide an alternative energy source.
  - Please reference the attached Village of Oak Park “Solar Panel Guidelines” to qualify for this component of the program.

The following are **Non-Eligible** costs that will not be covered by this program:

- Use of materials not meeting the requirements of the Village’s Specifications or Codes.

#### **IV. WHO IS ELIGIBLE TO PARTICIPATE IN THIS PROGRAM?**

This energy efficiency matching grant program is open to non-owner-occupied multi-family rental buildings containing two or more apartments. A property will be eligible for this program only once.

Applications will be received and awarded until the funds dedicated to this purpose have been expended.

Property owners will be considered ineligible if:

- Any unpaid taxes or water bills or other debt is due to the Village.
- Any unpaid final judgments of liability from the office of Adjudication are due and owing.
- Any unpaid Village liens are on any property owned by the applicant, property owner is not current on any other Village obligations, or otherwise not in compliance with requirements of the Village Code.
- Property previously received a grant under this Program.

#### **Eligibility of Village Employees**

Otherwise eligible property owners who are also Village Employees are eligible for the program in accordance with Article 25 of the Village’s Conflict of Interest and Ethics Ordinance.

#### **Eligibility for Other Housing Programs**

Participants in the Energy Efficiency Grant Program continue to be eligible for other Village Housing Programs provided they meet the eligibility criteria for those programs.

## V. HOW DO I APPLY?

### A. Steps

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

1. Property owners must schedule a free energy assessment with either ComEd or Nicor and be able to provide the final report of the energy upgrades as evidence of the decrease in the energy usage and costs.
2. Property owners must complete an application and submit it to the Department of Development Customer Services (DCS).
3. All contractors must register with the Village to do work in accordance with Village codes.

### B. Priority

Applications will be processed on a first-come, first-served basis. The program will expire when the Grant Funds are expended.

## VI. PROGRAM MANAGEMENT

### A. Application and Eligibility Review

- DCS will review the completed application with Village staff for an initial determination of eligibility.
- **Ineligibility**  
If the property owner is not eligible, DCS staff will notify the property owner of the reason for the ineligibility. If the reason for the ineligibility is due to an outstanding debt, judgment, or code compliance issue, the property owner will be allowed to satisfy those obligations, come into compliance with the Village Code and re-apply. For purposes of determining priority, the property owner's place in line will be based upon the date of reapplication.

### B. Agreement

Upon approval of the application, the property owner will be required to sign a Grant Agreement substantially in conformance with the Agreement provided with this Program Document.

### C. Building Permits

The property owner must obtain Village of Oak Park permits if applicable. All work shall be performed in accordance with the Village's Codes and is responsible for all necessary inspections.

**D. Payment of Requests for Reimbursement**

Upon completion of the work, the property owner must submit proof that an energy assessment was performed by either ComEd or Nicor along with a Request for Reimbursement Form. The form must be accompanied by the following:

1. Copy of the property owner's proof of payment to the contractor.
2. Certification from the contractor of the work performed.
3. Final inspection certifying that the work was completed within in all applicable codes.

Final payment will be made to the property owner.

**VILLAGE OF OAK PARK**

**MULTI-FAMILY ENERGY EFFICIENCY MATCHING GRANT PROGRAM  
PROPERTY OWNER PARTICIPATION AGREEMENT**

(Submit in Duplicate)

**THIS RESIDENTIAL ENERGY EFFICIENCY MATCHING GRANT PROGRAM PROPERTY OWNER 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 "Property Owner").

**RECITALS**

**WHEREAS**, the Village has adopted a Residential Energy Efficiency Matching 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 Property Owner 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 Property Owner is the owner of the residence set forth above; and

**WHEREAS**, the Property Owner has applied to participate in the Program and the Village has determined that the Property Owner 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 Property Owner must obtain before any improvements can be installed by a Contractor.

2.3. "Program" is the Village's Multi-Family Energy Efficiency Matching 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 Property Owner 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 Property Owner's plans, the Property Owner pays the applicable permit fee and the Village issues a building permit. If any work is performed without obtaining the necessary permits, the Property Owner 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 Property Owner's contractor and the Property Owner. 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 Property Owner's contractor. The Village does not assume any duty to the Property Owner or the Property Owner's contractor for the performance of any work, the quality of any work or the condition of the Property Owner'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 Property Owner 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 Property Owner for those items which are considered eligible costs at 50% of their actual cost. The maximum amount of reimbursement is \$10,000.00 per property.

**Section 8. Payment of Reimbursement.** The Village will reimburse the Property Owner for eligible items at approved amounts when all work is completed, inspected and approved by the Village. To receive reimbursement, the Property Owner 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;
- 8.6. Cost of installing energy-efficient appliances and
- 8.7. Cost of installing solar panels and associated work;

**Section 9. Property Owner's Responsibility.** The Village shall not reimburse the Property Owner 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 Property Owner 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 Property Owner'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 Property Owner 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 Property Owner work, or the quality of the work performed by the Property Owner's contractors, or the condition of the Property Owner's property. The Village is not a party to the agreement between the Property Owner and any of its contractors and therefore, the Village is not liable for a breach of any contract or damages caused by the Property Owner's contractors. The Village assumes no duty whatsoever to the Property Owner under the Program. The Property Owner 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 Property Owner's contractors or for the Property Owner's participation in the Program.

**Section 11. Covenant Not to Sue and Waiver.** The Property Owner 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 Property Owner 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 Property Owner under this Agreement with the Village's grant funds. The Property Owner 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 Property Owner may sustain arising out of the Village's performance of this Agreement or the Property Owner's participation in the Program.

**Section 12. Disclaimer.** The Program is designed to assist Property Owners and their tenants 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 Property Owner agrees to assume the risk of loss of any future property damage after installation of any Improvements under this Agreement.

**Section 13. Property Owner 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 Property Owner 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 Property Owner 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 Property Owner 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 Property Owner's failure to submit required documents pursuant to this Agreement; or (3) the Property Owner's failure to perform in accordance with this Agreement. The Village shall provide written notice of said termination to the Property Owner 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 Property Owner 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**

**PROPERTY OWNER**

\_\_\_\_\_  
By: Lisa Shelly  
Its: Interim Village Manager

Date: \_\_\_\_\_, 202\_

\_\_\_\_\_

Date: \_\_\_\_\_, 202\_

\_\_\_\_\_

Date: \_\_\_\_\_, 202\_