

VILLAGE OF ORLAND PARK
RESIDENTIAL EXTERIOR INSULATION AND RE-SIDING PROGRAM
AGREEMENT

THIS AGREEMENT, entered into this 15th day of September, 2010, between the Village of Orland Park, Illinois (hereinafter referred to as "Village") and the following designated Owner/Lessee, to witness:

Owner's Name:	<u>Barbara Foster</u>
Lessee's Name:	<u>N/A</u>
Tax ID#/Social Security #:	<u>326-48-5784</u>
Address of Property to be improved:	<u>10234 Hibiscus Drive</u>
PIN Number:	<u>27-09-309-033</u>

WITNESSETH:

WHEREAS, the Village of Orland Park has established a Residential Exterior Insulation and Re-Siding Program for application within the following qualified subdivisions: Cameno Re'al, Fairway Estates, Fernway, Gee's Addition, Orland Hills and Orland Hills Gardens ("Subdivisions"); and

WHEREAS, said Residential Exterior Insulation and Re-Siding Program is funded through a Energy Efficiency and Conservation Block Grant from the US Department of Energy and the American Recovery and Reinvestment Act of 2009 and is administered by the Village with the advice of the Parks, Recreation and Environmental Initiatives Committee of Trustees for the purposes of helping property owners and tenants of the Subdivisions to install and/or retrofit energy efficient exterior siding, windows, doors etc.; and

WHEREAS, pursuant to the Residential Exterior Insulation and Re-Siding Program the Village, subject to its sole discretion, will reimburse Owners/Lessees for the cost of eligible exterior improvements to homes within the qualified Subdivisions up to a maximum of one-half (1/2) of the approved contract cost of such improvements or \$5,000.00, whichever is less; and

WHEREAS, the Owner/Lessee's property is located within the Subdivisions, and the Owner/Lessee desires to participate in the Residential Exterior Insulation and Re-Siding Program pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the Village and the Owner/Lessee do hereby agree as follows:

SECTION 1

With respect to energy efficient improvements, the Village shall reimburse an Owner/Lessee for the cost of improvements to the Owner/Lessee's property at the rate of fifty percent (50%) of such cost.

The actual total reimbursement amounts per this Agreement shall not exceed \$645.00. The improvement costs that are eligible for Village reimbursement include all labor, materials, equipment, and other contract items necessary for the proper execution and completion of the scope of work as shown on the plans, design drawings, specifications and estimates approved by the Village. Such plans, design drawings, specifications, estimates and scope of work are attached hereto as Exhibit A.

The energy efficient improvements to be performed pursuant to this Agreement are:

- a). Replace the existing 1960s era single pane windows with the vinyl E glass Sunrise Windows.
- b). New windows will be white on the outside. The interior will be a ranch casing made of pine.
- c). Re-insulate the area around the window and provide new aluminum trim.
- d). Clean up any lead paint that may be associated with the project. The lead paint clean up must comply with the new US EPA Renovation, Repair and Painting (RRP) rules, if applicable.
- e). Replace two slider windows in the back bedroom of the house which are from the 1960s. They are single pane windows, to be replaced with two vinyl extruded power E glass "Essentials" windows by Sunrise Windows, which are Energy Star qualified.

SECTION 2

No improvement work shall be undertaken until its design has been submitted to and approved by the Village. Following approval, the Owner/Lessee shall contract for the work and shall commence and complete all such work within ninety (90) days from the date of such approval.

SECTION 3

The Development Services Department Director shall periodically review the progress of the contractor's work on the energy efficient improvements pursuant to this Agreement. Such inspections shall not replace any required permit inspections by the Building Inspectors. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the Owner/Lessee and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings and specifications and the terms of this Agreement.

SECTION 4

Upon completion of the improvements and upon their final inspection and approval by the Development Services Department Director or his/her designee, the Owner/Lessee shall submit to the Village a properly executed and notarized contractor sworn statement showing the full cost of the work, as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials or equipment in the work. In addition, the Owner/Lessee shall submit to the Village proof of payment of the contract cost pursuant to the

contractor's statement and final lien waivers from all contractors and subcontractors. The Owner/Lessee shall also submit to the Village a copy of all of the invoices for professional services fees for preparation of plans and specifications. The Village shall, within thirty (30) days of receipt of the contractor's statement, proof of payment and lien waivers, and the professional services statement, issue a check to the Owner/Lessee as reimbursement for one-half (1/2) of the approved construction cost estimate or one-half (1/2) of the actual construction cost, whichever is less, subject to the limitations set forth in Section 1 hereof.

SECTION 5

If the Owner/Lessee or his contractor fails to complete the improvement work provided for herein in conformity with the time limitation, approved plans, design drawings and specifications and the terms of this Agreement, then upon written notice being given by the Development Services Department Director to the Owner/Lessee, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the Village shall cease and become null and void.

SECTION 6

Upon completion of the improvement work pursuant to this Agreement, the Owner/Lessee shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, unless changes are submitted for review and are approved by the Village Board based on a recommendation from the Development Services Department. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings and specifications approved pursuant to this Agreement. In the event the approved energy efficiency improvements are not properly maintained or alterations are made to the improvements without prior consent from the Village, the Village reserves the right to terminate this Agreement and require reimbursement in full for all monies expended towards the project through this Residential Exterior Insulation and Re-Siding Program.

SECTION 7

This Agreement shall be binding upon the Village and upon the Owner/Lessee and its successors, to said property for a period of ten (10) years from and after the date of completion and approval of the energy efficiency improvement provided for herein. It shall be the responsibility of the Owner/Lessee to inform subsequent Owner/Lessee(s) of the provisions of this Agreement, and to be aware of the requirement for prior Village approval of any alteration whatsoever to the building facades.

SECTION 8

The Owner/Lessee releases the Village from, and covenants and agrees that the Village shall not be liable for, and covenants and agrees to indemnify and hold harmless the Village and its officials, officers, employees and agents from and against, any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of,

resulting from or in any way connected directly or indirectly with the energy efficiency improvement(s), including but not limited to actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et seq.) The Owner/Lessee further covenants and agrees to pay for or reimburse the Village and its officials, officers, employees 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, damages, liabilities, 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, damages, liabilities, or causes of action. **The provisions of this Section 8, as well as Sections 6 and 7, above, shall survive the completion of said energy efficiency improvement(s).**

SECTION 9

Nothing herein is intended to limit, restrict or prohibit the Owner/Lessee from undertaking any other work in or about the subject premises, which is unrelated to the energy efficiency improvement provided for in this Agreement.

SECTION 10

This Agreement shall be enforceable by any action at law or in equity, including actions for specific performance and injunctive relief. The laws of the State of Illinois shall control the construction and enforcement of this Agreement. The parties agree that all actions instituted on this Agreement shall be commenced and heard in the Circuit Court of Cook County, Illinois, and hereby waive venue in any other court of competent jurisdiction. Before any failure of any party to perform any obligation arising from this Agreement shall be deemed to constitute a breach, the party claiming the breach shall notify the defaulting party and demand performance. No breach of this Agreement shall be found to have occurred if performance is commenced to the satisfaction of the complaining party within thirty (30) days of the receipt of such notice.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

OWNER

Barbara Foster

VILLAGE OF ORLAND PARK,
an Illinois home rule municipality

By: *[Signature]*

Village Administrator

LESSEE (if applicable)

N/A

ATTEST: *Daniel P. Maher*

Village Clerk