

LAW OFFICES  
**STORINO, RAMELLO & DURKIN**

9501 WEST DEVON AVENUE  
ROSEMONT, ILLINOIS 60018

(847) 318-9500

FACSIMILE (847) 318-9509

DONALD J. STORINO  
MICHAEL K. DURKIN  
RICHARD J. RAMELLO  
NICHOLAS S. PEPPERS  
THOMAS M. BASTIAN  
ANGELO F. DEL MARTO  
JAMES E. MACHOLL  
BRIAN W. BAUGH  
ANTHONY J. CASALE  
ANDREW Y. ACKER  
PETER A. PACIONE  
MELISSA M. WOLF  
MATTHEW G. HOLMES  
MICHAEL R. DURKIN

THOMAS J. HALLERAN  
ERIN C. TINAGLIA  
ADAM R. DURKIN

JOSEPH G. KUSPER  
MARK R. STEPHENS  
BRYAN J. BERRY  
ANN M. WILLIAMS  
LEONARD P. DIORIO  
RICHARD F. PELLEGRINO  
DONALD J. STORINO II

OF COUNSEL

IN REPLY REFER TO FILE NO.

October 11, 2016

Mr. Joseph Fosco  
Intern  
American News Post-Media, LLC.  
Post Office Box 1731  
Des Plaines, Illinois 60017  
[jfosco@americannewspost.com](mailto:jfosco@americannewspost.com)

EP-1

**Re: Freedom of Information Act Request**

Dear Mr. Fosco:

On October 4, 2016, the Village of Elmwood Park received your Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*) ("FOIA") request for the following records:

"Pursuant to the Freedom of Information Act, I hereby request any and all documents relating to all 911 calls for the month of September, 2016 that occurred on the 2200 block of N. 74<sup>th</sup> Ct. in the Village of Elmwood Park, including the nature of each incident called in to the 911 center, with the details of each 911 call. Please kindly email the FOIA response back.

Pursuant to the Freedom of Information Act, I hereby request any and all documents relating to façade funds as well as TIF funds that Vito's Old Italian Restaurant located at 7308 W. North Avenue in Elmwood Park has received from the Village of Elmwood Park. Please kindly email your FOIA response."

On October 7, 2016, the Village of Elmwood Park Freedom of Information Officer, Gina Pesko, received the following correspondence from you:

"Dear Ms. Pesko,  
On October 4, 2016, I submitted two different FOIA requests. However, I recently discovered that one of my two requests was made in error, and therefore I wish to

**STORINO, RAMELLO & DURKIN**

Mr. Joseph Fosco  
October 11, 2016  
Page 2

withdraw said request. The request in question pertains to all 911 calls and other information involving the 2200 block of North 74th Court. Thank you.”

Based upon your October 7, 2016, correspondence, enclosed please find the records responsive to the portion of your FOIA request seeking “any and all documents relating to façade funds as well as TIF funds that Vito’s Old Italian Restaurant located at 7308 W. North Avenue in Elmwood Park has received from the Village of Elmwood Park.” However, please be advised that certain information in the records responsive to your FOIA request has been determined to be exempt from disclosure under FOIA. Accordingly, such information has been redacted from the records being provided.

Section 7(1)(b) of FOIA provides that “private information” is exempt from disclosure. “Private information” is defined in FOIA as, “unique identifiers, including a person’s social security number, driver’s license number, employee identification number, biometric identifiers, personal financial information, passwords or other access codes, medical records, home or personal telephone numbers, and personal email addresses. Private information also includes home address and personal license plates, except as otherwise provided by law or when compiled without possibility of attribution to any person.” 5 ILCS 140/2(c-5). Consequently, certain unique identifiers, including a home or personal telephone number, a home address, and signatures, have been redacted from the records being provided.

The person responsible for the decision to deny a portion of your FOIA request is the Village of Elmwood Park Freedom of Information Officer, Gina Pesko. In accordance with Section 9(a) of FOIA, you are hereby notified that you have the right to file a Request for Review regarding the decision made by the Village of Elmwood Park Freedom of Information Officer with the Public Access Counselor at the Illinois Attorney General’s Office. You can file your Request for Review with the Public Access Counselor by writing to:

Sarah Pratt  
Public Access Counselor  
Office of the Attorney General  
500 South 2<sup>nd</sup> Street  
Springfield, Illinois 62706  
Fax: 217-782-1396  
E-mail: publicaccess@atg.state.il.us

If you choose to file a Request for Review with the Public Access Counselor, you must do so within 60 calendar days of the date of this letter. Please note that you must include a copy of your original FOIA request and this letter when filing a Request for Review with the Public Access Counselor.

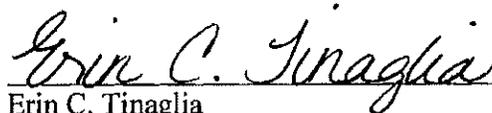
**STORINO, RAMELLO & DURKIN**

Mr. Joseph Fosco  
October 11, 2016  
Page 3

You are also notified that you have the right to judicial review regarding the decision made by the Village of Elmwood Park Freedom of Information Officer pursuant to Section 11 of FOIA.

Sincerely,

STORINO, RAMELLO & DURKIN  
Attorneys for the Village of Elmwood Park

  
Erin C. Tinaglia

Enclosures



Village of  
**Elmwood Park**

Angelo "Skip" Saviano  
Village President  
Gina Pesko  
Village Clerk  
Paul A. Volpe  
Village Manager  
Michael Durkin  
Village Attorney

**Trustees**  
Alan T. Kaminski  
Jeff Sargent  
Angela Stranges  
Anthony Del Santo  
Angelo J. Lollino  
Jonathan L. Zivojnovic

August 30, 2016

MEMO

TO: Paul Volpe, Village Manager  
FR: Robert Bormann, Building Commissioner *RB*  
RE: 7308 W. North Ave. Façade Improvement Program

I have inspected the reference property in regards to the façade program requirement. I find the work to the entrance doors, and awnings to be sufficient to enhance the façade of the property. No additional work is required at this time.

I respectfully request that the applicant's request be approved.



Village of  
Elmwood Park

Elmwood Park Municipal Building  
11 Conti Parkway  
Elmwood Park, IL 60707  
Phone: 708-452-7300  
Fax: 708-452-3957

Facade Improvement  
Application

Name of Business: Vito's Old Italian Application Date: 8-27-16

Address of Business: 7308 W. North Ave. Elmwood Park IL 60707  
City State ZipCode

Name of Applicant: Linda Scarfo Telephone: [REDACTED]

Address of Applicant: [REDACTED] [REDACTED]  
City State ZipCode

Owner  Tenant

Width of Storefront to be renovated (linear feet): 21 ft.

Are you interested in improving another elevation? (Side or Rear): No

Please List all of the current occupants of the building to be renovated:  
N/A

(Use Additional Sheets if Necessary)

Proposed Facade Improvements: (Please Check All That Apply)

- Canopy/Awning Pointing
- Entrance
- Painting
- Tuck
- Windows
- Lighting
- Landscaping
- Signage  
(Requires separate license and approval)
- 50/50 Sidewalk Specify: \_\_\_\_\_
- Other (Please Specify): \_\_\_\_\_

PAID

AUG 31 2016

VILLAGE OF ELMWOOD PARK

\$1000.00 deposit

**APPLICANT CANNOT BE IN ARREARS WITH ANY VILLAGE FINANCIAL OBLIGATION**

As a condition of, and in consideration for the acceptance of this Application by the Village, the applicant agrees to be bound by all of the terms and provisions contained in the Elmwood Park Facade Improvement Program "Guidelines". The applicant hereby acknowledges the receipt and review of a copy of the Facade Improvement Program "Guidelines".

Applicant Signature \_\_\_\_\_



Date: 8-27-16

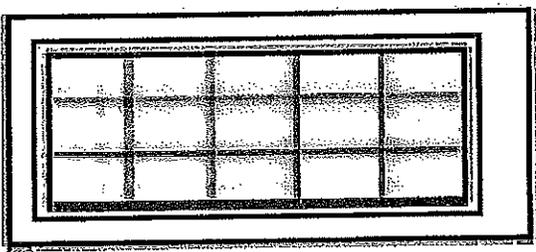
TAFCO CORPORATION  
1953 N. 17<sup>TH</sup> AVENUE  
MELROSE PARK, IL 60160  
PHONE- 847-678-8425  
FAX – 847-678-8471

**JOB SITE SPECIFICATIONS  
FOR:**

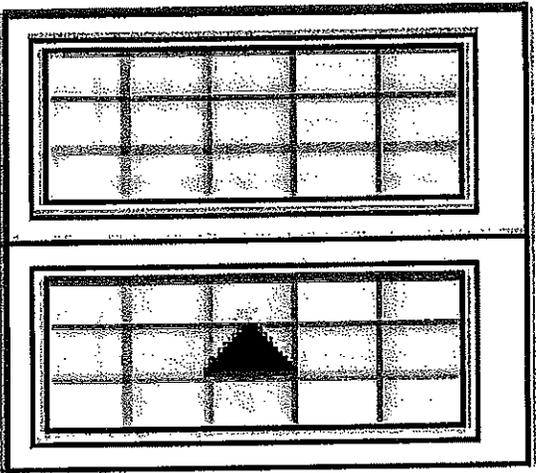
**VITO'S OLD ITALIAN  
7308 W. NORTH AVENUE  
ELMWOOD PARK, IL 60707**

28 1/2	28 1/2 - 2	28 1/2 - 2	28 1/2 - 2
41 1/4	74	74	74
39 3/16	71 7/8	71 7/8	71 7/8
38 3/16	70 7/8	70 7/8	70 7/8

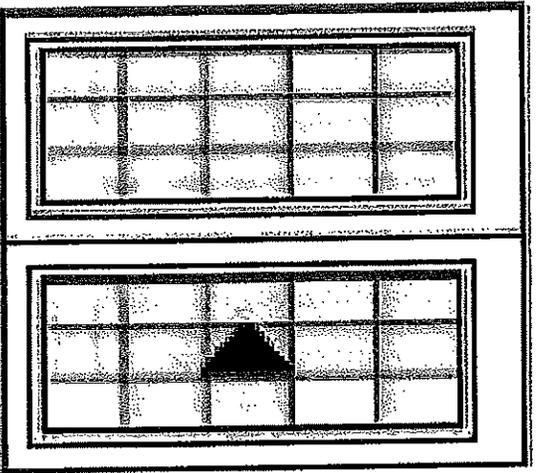
28 1/2  
 41 1/4  
 39 3/16  
 38 3/16



PD1821F  
FRENCH



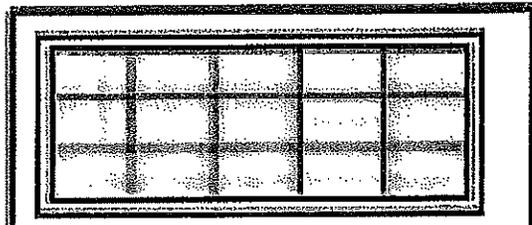
PD18210.O.F.  
FRENCH



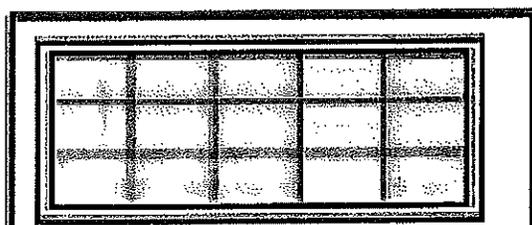
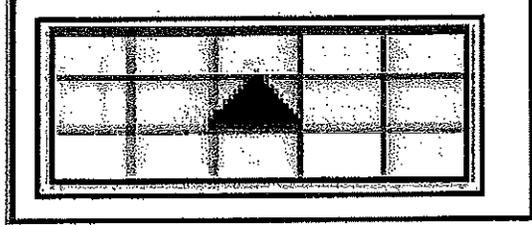
PD18210.O.F.  
FRENCH

89 5/8
84 1/4
82 3/4
82 1/4

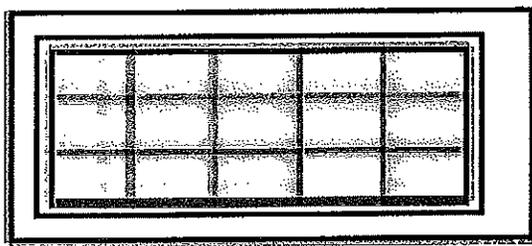
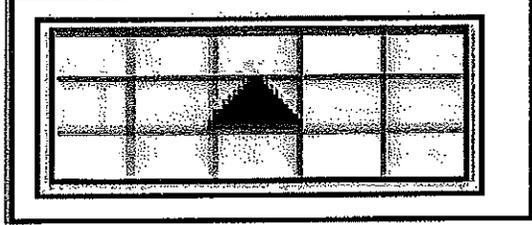
28 1/2 41 1/4 39 3/16 38 3/16	28 1/2 - 2 74 71 7/8 70 7/8	28 1/2 - 2 74 71 7/8 70 7/8	28 1/2 - 2 74 71 7/8 70 7/8



PD18210 OF  
FRENCH



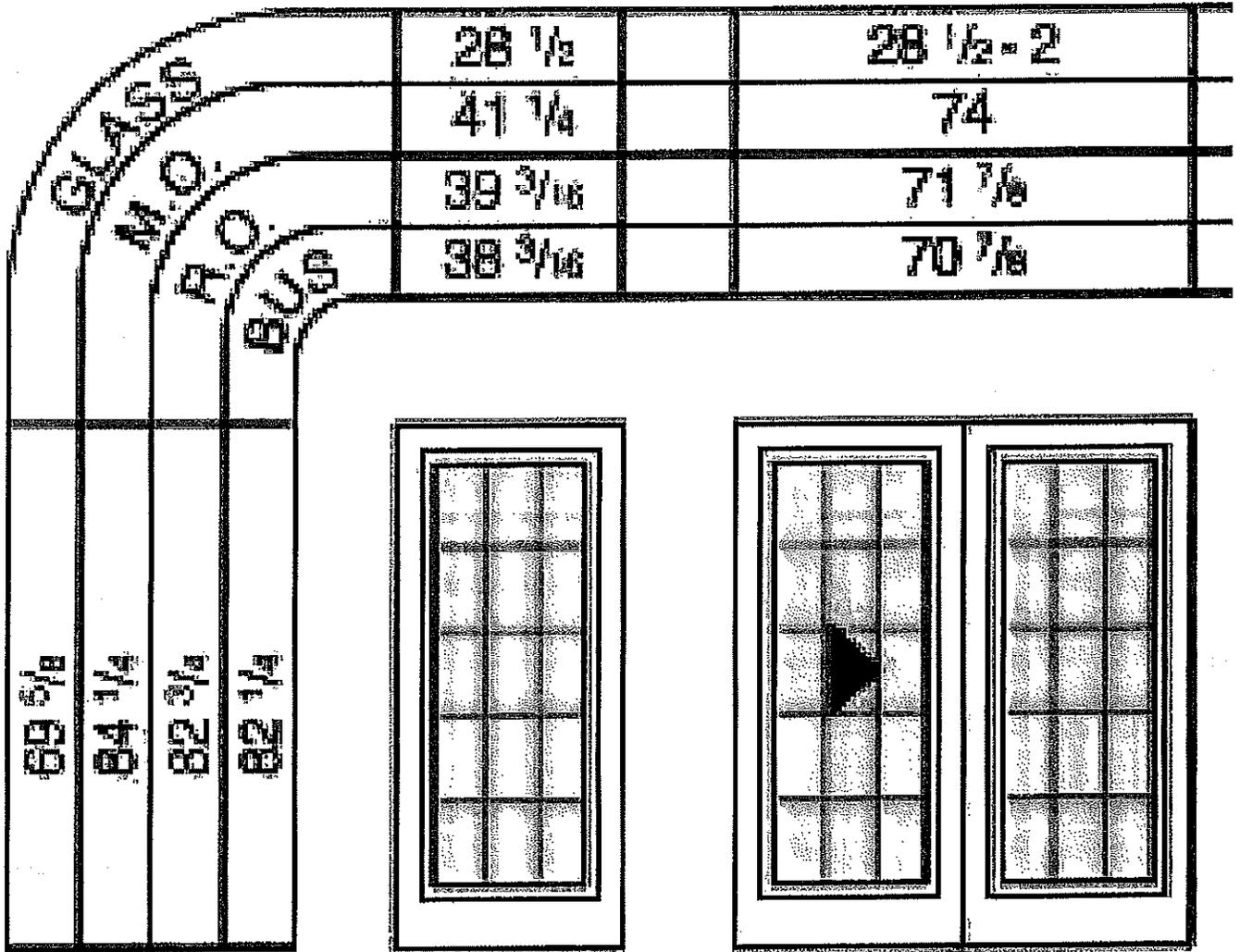
PD18210 OF  
FRENCH



PD1821F  
FRENCH

28 1/2  
 41 1/4  
 39 3/16  
 38 3/16

28 1/2  
 41 1/4  
 39 3/16  
 38 3/16



PD1821F  
FRENCH

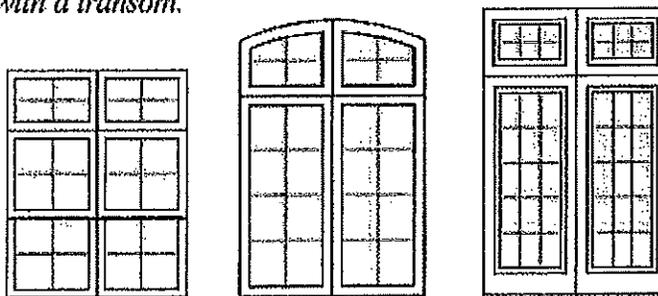
PD180210 O.F.  
FRENCH

## Top off any Hurd window or door with a transom.

Hurd transoms are available in four standard heights as well as custom heights. Standard or custom widths align with sash and stiles in all our windows and doors.

Remember to consider ceiling heights when ordering. The four standard box heights are:

- 03 - 11 13/16"
- 04 - 13 7/8"
- 05 - 19 11/16"
- 06 - 23 3/4"



## Sliding Patio Doors.

Also available in 78 3/4" box height.

The Dual Sliding Patio Door is available in French style panels only. Maximum unit width is 168". Minimum is 120".

### Regular Panels

GLASS	26 1/4	26 1/4 - 2	26 1/4 - 2
M.O.	33 3/8	62 1/8	62 1/8
R.O.	31 7/16	60 1/16	60 1/16
BUS	30 9/16	59 1/16	59 1/16

PD1821F REGULAR  
PD180210 O.F. REGULAR  
PD180210 F.O. REGULAR

### French Panels

GLASS	22 9/16	22 9/16 - 2	22 9/16 - 2
M.O.	35 1/4	62 1/8	62 1/8
R.O.	33 1/4	60 1/16	60 1/16
BUS	32 1/4	59 1/16	59 1/16

PD1621F FRENCH  
PD160210 O.F. FRENCH  
PD160210 F.O. FRENCH

GLASS	32 1/4	32 1/4 - 2	32 1/4 - 2
M.O.	39 9/16	74	74
R.O.	37 1/2	71 7/8	71 7/8
BUS	36 1/2	70 7/8	70 7/8

PD1821F REGULAR  
PD180210 O.F. REGULAR  
PD180210 F.O. REGULAR

GLASS	28 1/2	28 1/2 - 2	28 1/2 - 2
M.O.	41 1/4	74	74
R.O.	39 9/16	71 7/8	71 7/8
BUS	38 7/16	70 7/8	70 7/8

PD1821F FRENCH  
PD180210 O.F. FRENCH  
PD180210 F.O. FRENCH

GLASS	44	44 - 2	44 - 2
M.O.	51 5/16	97 9/16	97 9/16
R.O.	49 1/4	95 1/2	95 1/2
BUS	48 1/4	94 1/2	94 1/2

PD2421F REGULAR  
PD240210 O.F. REGULAR  
PD240210 F.O. REGULAR

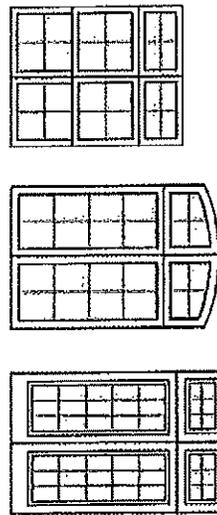
GLASS	40 1/4	40 1/4 - 2	40 1/4 - 2
M.O.	63	97 9/16	97 9/16
R.O.	60 13/16	95 1/2	95 1/2
BUS	49 15/16	94 1/2	94 1/2

PD2421F FRENCH  
PD240210 O.F. FRENCH  
PD240210 F.O. FRENCH

**Top off any Hurd window or door with a transom.**

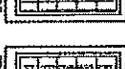
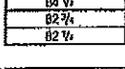
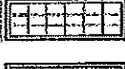
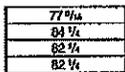
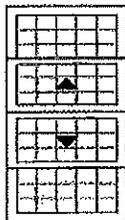
Hurd transoms are available in four standard heights as well as custom heights. Standard or custom widths align with sash and stile in all our windows and doors. Remember to consider ceiling heights when ordering. The four standard box heights are:

- 61 - 11 1/8"
- 64 - 13 1/4"
- 68 - 15 1/2"
- 86 - 23 1/2"



**Sliding Patio Doors.**

Also available in 73 1/2" box height. The Dead Sliding Patio Door is available in French style panes only. Maximum unit width is 168". Minimum is 120".



**Regular Panels**

GLASS	28 1/4	28 1/2 - 2	28 1/2 - 2	28 1/2 - 2
M.O.	33 3/4	32 1/4	32 1/4	32 1/4
R.O.	31 3/4	31 3/4	31 3/4	31 3/4
BUS	30 3/4	30 3/4	30 3/4	30 3/4
REGULAR	74	74	74	74
REGULAR	71 1/2	71 1/2	71 1/2	71 1/2
REGULAR	70 1/2	70 1/2	70 1/2	70 1/2

**French Panels**

GLASS	22 1/4	22 1/2 - 2	22 1/2 - 2	22 1/2 - 2
M.O.	25 1/4	25 1/4	25 1/4	25 1/4
R.O.	23 1/4	23 1/4	23 1/4	23 1/4
BUS	22 1/4	22 1/4	22 1/4	22 1/4
REGULAR	74	74	74	74
REGULAR	71 1/2	71 1/2	71 1/2	71 1/2
REGULAR	70 1/2	70 1/2	70 1/2	70 1/2

GLASS	54	44 - 2	44 - 2
M.O.	51 1/4	49 1/4	49 1/4
R.O.	49 1/4	49 1/4	49 1/4
BUS	48 1/4	48 1/4	48 1/4
REGULAR	84 1/4	84 1/4	84 1/4
REGULAR	82 3/4	82 3/4	82 3/4
REGULAR	82 1/4	82 1/4	82 1/4

GLASS	41 1/2	41 1/2 - 2	41 1/2 - 2
M.O.	53	52 3/4	52 3/4
R.O.	50 3/4	50 3/4	50 3/4
BUS	49 1/4	49 1/4	49 1/4
REGULAR	84 1/4	84 1/4	84 1/4
REGULAR	82 3/4	82 3/4	82 3/4
REGULAR	82 1/4	82 1/4	82 1/4

GLASS	32 1/4	32 1/2 - 2	32 1/2 - 2
M.O.	38 3/4	37 1/4	37 1/4
R.O.	37 1/4	37 1/4	37 1/4
BUS	36 1/4	36 1/4	36 1/4
REGULAR	74	74	74
REGULAR	71 1/2	71 1/2	71 1/2
REGULAR	70 1/2	70 1/2	70 1/2

GLASS	28 1/4	28 1/2 - 2	28 1/2 - 2
M.O.	41 1/4	41 1/4	41 1/4
R.O.	39 3/4	39 3/4	39 3/4
BUS	38 3/4	38 3/4	38 3/4
REGULAR	74	74	74
REGULAR	71 1/2	71 1/2	71 1/2
REGULAR	70 1/2	70 1/2	70 1/2

GLASS	41 1/2	41 1/2 - 2	41 1/2 - 2
M.O.	53	52 3/4	52 3/4
R.O.	50 3/4	50 3/4	50 3/4
BUS	49 1/4	49 1/4	49 1/4
REGULAR	84 1/4	84 1/4	84 1/4
REGULAR	82 3/4	82 3/4	82 3/4
REGULAR	82 1/4	82 1/4	82 1/4

Total Amount: \$13,100  
 Due  
 Material-Labor-Replacement:

**Options common to all products.**

**WOOD SPECIES** - Pine is standard. Cedar, maple, red oak, birch, Douglas fir, white oak, beech, cherry, lypress, mahogany and walnut are also available.

**PREMIUM FACTORY PAINT** - Choose from over 180 factory-applied colors. Also available, custom colors: two-tone (different color each side) or split-finish (pre-finished exterior, natural interior).

**FACTORY STAIN** - Choose from 18 factory-applied stains. Also available in two-tone and split-finish options.

**HERTZEGE PROPORTIONS** - Option for larger scale construction of windows and doors suitable for heritage architecture. Not available on garden doors.

**HARDWARE STYLES AND FINISHES** - Attractive style and finish options as detailed on page 10 and in specific products on this page.

**GRILLES** - Vintage Series (SDL) wood in three different profiles and several different sizes. Aluminum finish, internal SDL spacer bars are standard. White or black available. Option to use Vintage SDL dimensions and profiles. Silver or patina (lead) applied leading. Silver patina or bright brass coming removable wood. Internal aluminum in two profiles (Rectangular, Georgian) white only. Internal pencil brass or pewter.

**ENERGY GLAZING** - Double-glazed with Low-E, argon filled glass in a 9/16" air space sealed insulating unit.

**DECORATIVE GLAZING** - Many different styles of decorative, beveled, abstract and stained glass, etching and leading options.

**SCREEN MESH** - Black fiberglass is standard. Gray, non-glare, grey and non-glare black fiberglass also available. Aluminum mesh is also available in bronze, copper, bright grey or black.

**SCREEN FRAME** - White or copper tone frame is standard. Option to choose from over 180 factory-applied colors. Custom colors also available, provided.

**CASINGS** - Option to order interior and exterior casings, backbands, sills, pilasters, pilasters, keystone and crowns integrated with product.

**RENOVATION SIZES** - Available as the custom fit. Consult distributor.

**JAMB EXTENSIONS** - Available in unlimited custom depths. Integrated with the product and in matching factory finish if desired. Consult distributor.

**CUSTOM MILLWORKS** - Ask us about having your interior or exterior millwork made to match your windows and doors in wood type, style and finish.

**Window specifications and options by product.**

**Common window specifications:**  
**FRAME AND SASH** - Kiln-dried pine, dipped in wood preservative.

**GLAZING** - Double-glazed with 9/16" airspace sealed insulating unit. Argon gas sealed insulating unit. Black fiberglass mesh screening (on venting units).

**Aiming windows:**  
**WEATHERSTRIPPING** - Frame and sash, operable double locks, white or copper tone enamel finish.

**HARDWARE** - Concealed hinges, ratch gear better blind and curtain clearance.

**OPERATING CASEMENT WINDOWS:**  
**WEATHERSTRIPPING** - Frame and sash, operable, sash lock located at side jambs, white or copper tone finish.

**HARDWARE OPTIONS** - Multi-point tandem sash lock. Transoms or foldaway instead of standard crank handle for better blind and curtain clearance.

**KNOWING CASEMENT WINDOWS:**  
**WEATHERSTRIPPING** - Frame and sash, operable, sash lock located at side jambs, white or copper tone finish.

**HARDWARE OPTIONS** - Multi-point tandem sash lock. Transoms or foldaway instead of standard crank handle for better blind and curtain clearance.

**KNOWING CASEMENT WINDOWS:**  
**WEATHERSTRIPPING** - Frame and sash, operable, sash lock located at side jambs, white or copper tone finish.

**HARDWARE OPTIONS** - Lockset handles also available in antique brass, brushed chrome, polished chrome, stainless, oil-rubbed bronze or matte black.

**Single or double hung windows:**  
**SASH** - With single hung, lower sash vents and tilt in for cleaning and a half screen is provided. With double hung, both sash vent and tilt in for cleaning and a full screen is provided.

**WEATHERSTRIPPING** - Thermal plastic rubber bulb and compression.  
**HARDWARE** - Meeting rail lock in white, copper tone or bright brass. White or beige vinyl channels are provided with lock and tackle balances. Tilt release pins (not required in the 130 Series) in white, copper tone or bronze.

**HARDWARE OPTION** - Sash lifts are available in white, copper tone or bright brass.

**Propper windows:**  
**HARDWARE OPTION** - Lever lock in white or transom catch in brushed aluminum.

**Slider windows:**  
**WEATHERSTRIPPING** - Thermal plastic rubber bulb and compression.  
**HARDWARE** - Meeting rail lock in white, copper tone or bright brass.

**VENTING OPTION** - Left or right operating sash.

**patio door specifications and options by product.**

**Common swinging door specifications:**  
**FRAME** - Kiln-dried pine, dipped in wood preservative.

**SILL** - Bronze anodized aluminum-clad sill with oak crown and thermal break.  
**GLAZING** - Double-glazed with tempered safety glass in a 9/16" air space sealed insulating unit.

**SILL OPTIONS** - Brushed aluminum, copper tone (finishing only) or solid oak or mahogany. Low-profile (mounting only) in bronze anodized or brushed aluminum.

**Solid wood swinging French door:**  
**DOOR** - Solid wood with engineered wood in stiles and rails for dimensional stability.  
**HARDWARE** - Bright brass hinges and capri lockset with three-point locking system supplied installed.

**PANEL OPTION** - Various types of wood. Option to specify stile and rail dimensions.  
**HARDWARE OPTIONS** - Allegro or Milano style locksets are available in bright brass. All locksets also available in antique brass, pewter, bright chrome, brushed chrome, bronze and oil-rubbed bronze. Heavy duty adjustable hinges also available.

**SCREEN DOOR OPTIONS** - Sliding aluminum framed screen or swinging 1-1/4" wood screen with stiles and rails aligning with pine French door.

**Garden patio door:**  
**FRAME** - Kiln-dried pine selected for paint or stain finish. Dipped in wood preservative.  
**SILL** - Bronze anodized aluminum-clad sill with oak crown.

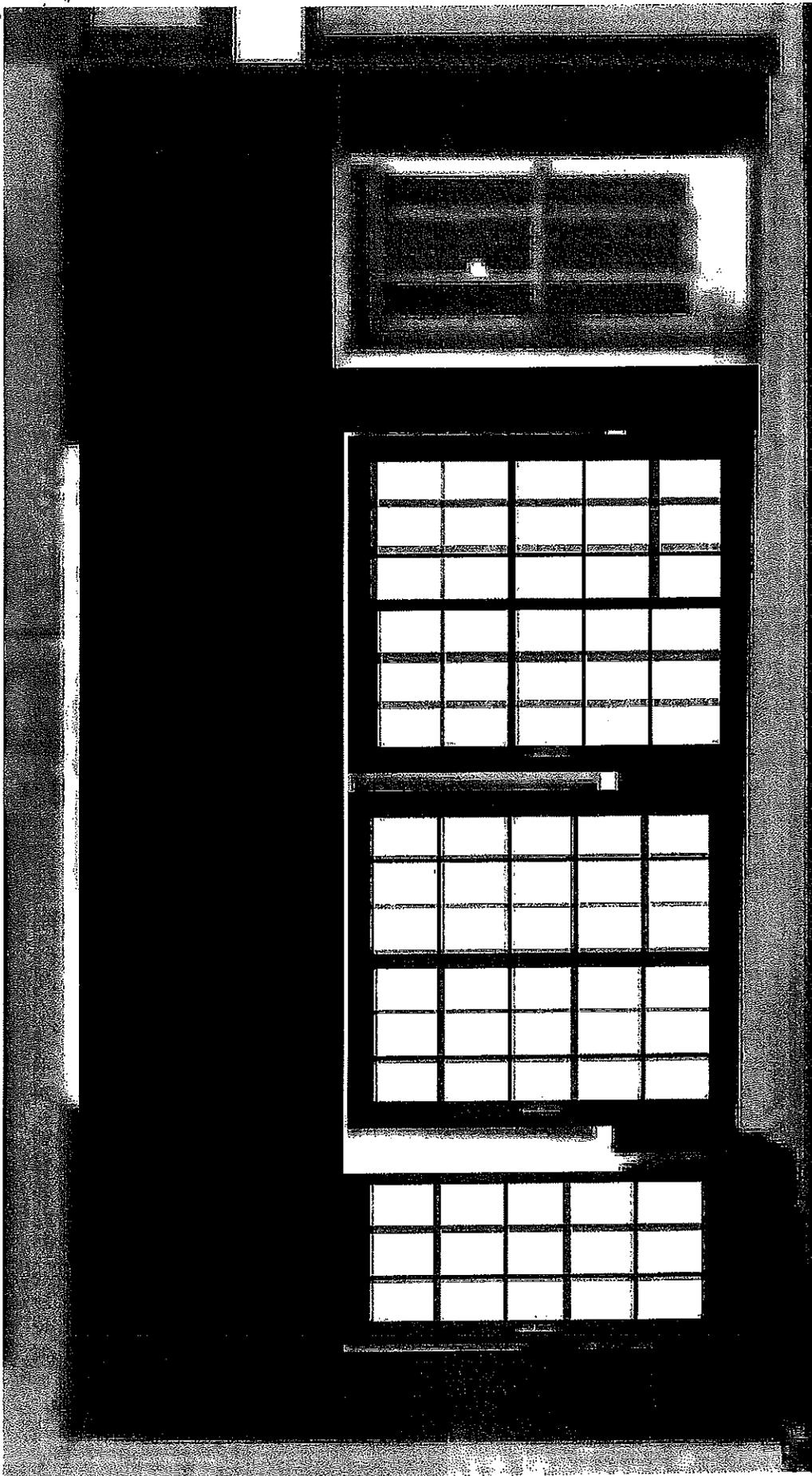
**WEATHERSTRIPPING** - Magnetic.  
**PANEL** - Overlaying, primed, gel-varnished steel with injected polyurethane foam and wood stiles and rails for thermal break.

**HARDWARE** - Bright brass lockset with dead bolt for door panel. White or copper tone lever lock for venting panel.

**Sliding patio door:**  
**WEATHERSTRIPPING** - Fib-seal pile.  
**SILL** - Bronze anodized aluminum-clad sill with oak crown.

**HARDWARE** - Tamper-proof inside lock. Tandem steel ball bearing rollers.  
**SLIDING SCREEN** - Steel ball bearing rollers.

**BUG SEAL** - Schlage pile running the full perimeter.  
**PANEL OPTIONS** - Regular or wide (French) stiles. Dual sliding panel with no center post. Antique brass or anodized chrome handles. Outside cylinder lock with key. Security deadbolt, locks vented or closed.



Village of   
Elmwood Park Plan and Zoning Commission

Marcello Gulotta, Chairman  
Chris Caponigri, Vice-Chairman  
Carmen Forte, Jr., Secretary  
Tony Bacarella  
Carole Bilbo  
Ricardo Braglia

Martin Egan  
Matthew Kosch  
Ed Nowak III  
Angelo Scozia  
Lou Soleris

September 12, 2016

President Angelo "Skip" Saviano and Village Trustees  
11 Conti Parkway  
Elmwood Park, Illinois 60707

RE: *7308 W. North Avenue – Façade Improvement Application*

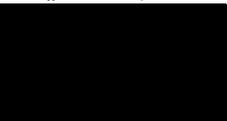
President Saviano and Trustees:

On September 12, 2016, the Plan and Zoning Commission considered an application for a façade improvement from Linda Scavo, the operator of Vito's Old Italian, located at the above-mentioned property. Ms. Scavo and her husband, Vito Scavo, provided the Commission with information regarding the proposed improvements to the façade, which includes the installation of patio and entrance doors on the front of the building.

Following the presentation by the business owners and various inquiries from the Commissioners, Commissioner Forte made a motion, second by Commissioner Bacarella, to recommend that the President and Board of Trustees approve the façade improvement application as presented.

All voting members present voted in favor of the motion, and the motion carried. Therefore, the Plan and Zoning Commission recommends the approval of the application for façade improvement.

Respectfully submitted,



Carmen P. Forte Jr, Secretary

VILLAGE OF ELMWOOD PARK  
FACADE IMPROVEMENT PROGRAM AGREEMENT  
(Owner as Applicant)

THIS AGREEMENT, entered into this 27 day of Aug. 2016 by and between the Village of Elmwood Park, Illinois (hereinafter referred to as the "Village") and the following designated Owner (hereinafter referred to as "Owner"), to wit:

Owner's Name: Linda Sears

Address: [REDACTED]

Village: [REDACTED] State: [REDACTED] Zip Code: [REDACTED]

Telephone Number: [REDACTED]

Property Location: 7308 W. North Ave.

WITNESSETH:

WHEREAS, the Village has established a Facade Improvement Program for application with the business and commercial districts of the Village; areas with the Village; and

WHEREAS, pursuant to said Program the Village has agreed to participate in sharing the cost of Facade Improvements to business or commercial establishments up to a maximum of one-half(½) of the approved contract cost of such improvement, not to exceed Ten Thousand (\$10,000.00) Dollars per project, with the maximum amount of the grant computed on the basis of Two Hundred Fifty (\$250.00) Dollars per linear foot; and

WHEREAS, the Owner's property is located within an approved commercial area or business area, and the Owner desires to participate in the Facade Improvement Program pursuant to the terms and provisions of this Agreement.

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

Section 1. The Village shall share in the facade improvement cost for the Owner's property on a 50/50 basis, up to a maximum amount not exceeding \_\_\_\_\_ (\$ 7237.75 ) Dollars. Said Village's share shall be computed on a basis so as to not exceed Two Hundred Fifty (\$250.00) Dollars per linear foot of frontage. The facade improvement cost which is eligible for Village participation may

include all labor, materials, equipment and other contract items reasonable and necessary for the proper execution and completion of the work as designated from the design drawings by an architect selected by the Owner, at the Owner's sole expense, and approved by the Village. Said final design drawings and specifications are attached hereto and incorporated herein as Exhibit A. The Facade Improvement Program Guidelines and the Application are attached hereto and incorporated herein as Exhibits B and C, respectively.

Section 2. No facade improvement work shall be undertaken until this Agreement has been submitted to and approved by the Village. If approved, the Owner shall contract for the work and shall commence and complete all such work within ninety (90) days from the date of such approval. No facade improvement work shall be undertaken until all necessary licenses and permits have been obtained, or the Village shall have the right to refuse to pay the amounts set forth in Sections 1 and 4 of this Agreement.

Section 3. The Village of Elmwood Park or its designated agent shall periodically review the progress of the contractor's work on the facade improvement pursuant to this Agreement. An inspection shall not replace or be in lieu of any required permit inspection by the Code Administration Department of the Village. All work which is not in conformance with the approved drawings and specifications shall be immediately remedied and deficient or improper work shall be replaced and made to comply with the approved drawings, specifications, and terms of this Agreement. The cost of any such remedial work incurred will not be reimbursed by the Village and shall be the Owner's sole responsibility.

Section 4. Upon completion of the facade improvement and upon its final inspection and approval by the Village of Elmwood Park, the Owner shall submit to the Village a properly executed and notarized Contractor's 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 shall submit to the Village proof of payment of the contract cost and waivers of lien pursuant to the Contractor's Statement. The Village shall, within thirty (30) days of receipt of the Contractor's Statement and proof of payment, issue a check to the Owner in payment of

one-half (½) of the approved cost or \_\_\_\_\_ Dollars (\$ 7237.75) whichever is less, and the Application fee. In no event shall the amount paid to the Owner exceed the amount specified in this Agreement or in the Contractor's Statement.

Section 5. If the Owner or the Owner's contractor fails to complete the facade improvement work provided for herein in conformity with the plans, specifications and terms of this Agreement, then, upon written notice being given by the Village of Elmwood Park to the Owner, by certified or registered mail addressed to the Owner's address as set forth in this Agreement, 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 facade improvement work pursuant to this Agreement and for a period of five (5) years thereafter, **the Owner shall be responsible for properly maintaining such facade improvement in accordance with all relevant Village Codes and in its finished form and without change or alteration thereto.** During the five (5) year period following completion of the construction thereof, the Owner shall not enter into any agreement or contract, or take any other steps to alter, change, or remove such facade, or the approved design thereof, nor shall the Owner undertake any other change, by contract or otherwise, to the improvement provided for in this Agreement unless such change is first submitted to and approved by the Village of Elmwood Park Building Commissioner. Any approval by the Village of Elmwood Park shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the facade as specified in the drawings and plans approved pursuant to the provisions of this paragraph shall not be eligible for further reimbursement from the Village.

Section 7. Nothing herein is intended to limit, restrict or prohibit the Owner from undertaking any other work in or about the subject premises which is unrelated to the facade improvement provided for in this Agreement. **However, reapplication to the Facade Program is prohibited for ten(10)years from the completion of the original Facade Program project.**

Section 8. This Agreement shall be binding upon the Village of Elmwood Park, and upon the Owner or the Owner's successor to said property for a period of five (5) years from and after the date of completion and approval of the facade improvement provided for herein. It shall be the responsibility of the Owner to inform subsequent Owner(s) of Section 6 of this Agreement.

Section 9. INDEMNIFICATION AGREEMENT

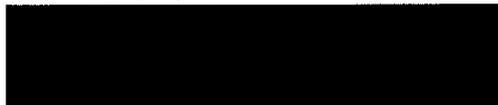
In consideration of the Village's contribution to the cost of the construction or installation of various building facade improvements on the property located at 7308 W. North Ave.; in the Village of Elmwood Park, and for other good and valuable consideration, the undersigned does hereby agree to save, hold harmless, and indemnify the Village, its officers, agents and employees against any and all liabilities, claims and judgments or demands to damages arising from accidents to persons or property occasioned by the construction or installation of such building facade improvements by or on behalf of the undersigned, including but not limited to the construction or installation of canopies, awnings or marquees, and the undersigned agrees to defend at no cost to the Village, any and all suits that may be brought against the Village, its officers, agents or employees on account of any such accidents.

Nothing contained herein shall be construed to grant to, or to authorize on behalf of, the undersigned any variation from the zoning ordinances or other ordinances of the Village in relation to the construction or alteration of such canopies, awnings or marquees, nor to waive any of the provisions of such Ordinances. IN WITNESS THEREFORE, the parties hereto have executed this Agreement on the date first appearing above.

OWNER:



VILLAGE OF ELMWOOD PARK:



Village President

ATTEST:



Village Clerk

TAFCO CORPORATION  
1953 N. 17TH AVENUE  
MELROSE PARK, IL 60160  
(847) 678-8425

9/21/2016

0127101  
9/21/2016

0099  
VITSCAV

VITO SCAVO  
VITO'S OLD ITALIAN  
7308 W. NORTH AVE  
708-906.3644  
Elmwood Park, IL 60707

VITO SCAVO  
VITO'S OLD ITALIAN  
7308 W. NORTH AVE  
Elmwood Park, IL 60707

QUOTE #92116

MISC	0.00	LBS	EACH	1	0	0	13,100.00	13,100.00
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WOOD/ALUMINUM DOORS  
SUPPLY AND INSTALL

*PAY 50% - \$7,237.75  
BLONDIE 66, INC.  
7308 W. NORTH AVE.  
P. Vito 9-29-16  
RETURN DEPOSIT OF  
\$1,000*

Net Order:	13,100.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	1,375.50
	14,475.50

FACADE IMPROVEMENT PROGRAM  
PROJECT COMPLETION CERTIFICATION FORM  
(Owner as Applicant)

10-6-16

Project Completion Date

I, Vito Savo, Owner, hereby certify that the project which is the subject of this program was completed on 10-6-16.

[Redacted Signature]

Signature

10-6-16

Date

Subscribed and Sworn to before me  
this 6 day of October, 2016

[Redacted Notary Name]

10/6/16

