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October 12, 2015

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IN REPLY REFER TO FILE NO.

Mr. Pasquale Martorana
pasmartorana@yahoo.com

EP-1

Re: Freedom of Information Act Request

Dear Mr. Martorana:

On October 6, 2015, the Village of Elmwood Park received your Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*) ("FOIA") request for the following records:

"I hereby request the current employee contract of Elmwood Park Village Manager Paul Volpe, including all terms of the agreement, between the Village of Elmwood Park and Paul Volpe."

Enclosed please find the records responsive to your FOIA request. 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 address and signatures, have been redacted from the records being provided.

STORINO, RAMELLO & DURKIN

Mr. Pasquale Martorana
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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 2nd 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.

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

RESOLUTION NO. 479 -13

A RESOLUTION APPROVING AN AMENDED VILLAGE MANAGER
EMPLOYMENT AGREEMENT WITH PAUL A. VOLPE

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THIS 20 DAY OF MAY, 2013.

Published in Pamphlet form by
Authority of the Corporate
Authorities of Elmwood Park, Illinois
the 20 day of May, 2013.

EXHIBIT "A"

AMENDED VILLAGE MANAGER EMPLOYMENT AGREEMENT

RESOLUTION NO. 479 -13

**A RESOLUTION APPROVING AN AMENDED VILLAGE MANAGER
EMPLOYMENT AGREEMENT WITH PAUL A. VOLPE**

WHEREAS, the corporate authorities of the Village of Elmwood Park desire to renew the employment contract with Village Manager Paul Volpe.

NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees of the Village of Elmwood Park, Cook County, Illinois, as follows:

Section 1. That certain Amended Village Manager Employment Agreement between the Village of Elmwood Park and Paul A. Volpe, a copy of which is attached hereto as Exhibit "A", is hereby approved.

Section 2. The Village President and Village Clerk are hereby authorized and directed to execute and attest, respectively, said Amended Village Manager Employment Agreement, on behalf of the Village of Elmwood Park.

Resolved this 20 day of May, 2013.

AYES: 6

NAYS: 0

ABSENT: 1



VILLAGE PRESIDENT

ATTEST:



VILLAGE CLERK

AMENDED VILLAGE MANAGER EMPLOYMENT AGREEMENT

This Agreement is made and entered into this 20th day of May, 2013, by and between the **VILLAGE OF ELMWOOD PARK**, Cook County, Illinois, a municipal corporation, hereinafter referred to as the "Village," and **PAUL A. VOLPE**, hereinafter referred to as the "Manager" or "Village Manager."

WITNESSETH:

WHEREAS, the Village is a managerial form of government, pursuant to referendum and Article 5 of the Illinois Municipal Code; and

WHEREAS, the Village desires to continue to employ the services of Paul A. Volpe as Village Manager of the Village of Elmwood Park, under the terms and conditions provided for in Chapter 2 of the Village Code; and

WHEREAS, it is the desire of the corporate authorities of the Village to provide certain benefits, establish certain conditions of employment and to set working conditions of employment for the Manager; and

WHEREAS, the Manager desires to accept continued employment as the Village Manager of the Village; and

WHEREAS, the parties to this Agreement wish to reduce the terms and conditions of the Manager's employment to writing.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

SECTION 1. DUTIES

The Village hereby agrees to employ Paul A. Volpe as Village Manager of the Village, to perform the functions and duties specified in Section 5-3-7 of the Illinois Municipal Code (65 ILCS 5/5-3-7) and Sections 2-36 through 2-44, inclusive, of Chapter 2 of the Village Code, and to perform such other legally permissible and proper duties and functions as the Village Board shall, from time to time, assign to the Manager.

SECTION 2. TERM

A. The office of Village Manager is in the nature of an administrative office of the Village, and by law is an appointment for an indefinite term. This Agreement shall become effective

upon its execution, and shall terminate on May 31, 2017 (the "Initial Period"), unless sooner terminated, subject to the notice requirements of Section 3. Thereafter, this Agreement shall be automatically self-renewing for additional one year Renewal Periods, unless either party provides the other with written notice of non-renewal at least ninety (90) days prior to the expiration date of the then current term. The Initial Period and the Renewal Period(s) are herein collectively referred to as the "Employment Period." Notwithstanding anything to the contrary contained herein, the Employment Period is subject to termination, as provided in Section 3 of this Agreement.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of the Village Board to terminate the services of the Manager at any time, subject only to the provisions set forth in Sections 3A or 3C of this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Manager to resign at any time from his position with the Village, subject only to the provisions set forth in Section 3D of this Agreement.

SECTION 3. REMOVAL AND SEVERANCE PAY

A. The Village Board may remove the Village Manager and terminate this Agreement at any time by a majority vote of its members. The Village Board shall cause written notice of its action to remove the Manager to be served upon the Manager. Upon a majority vote of the Village Board to terminate this Agreement and to remove the Manager, such action to remove the Manager and terminate this Agreement shall be effective upon written notice to the Manager, and the Manager shall continue to receive his regular compensation, including full salary and benefits, for the remainder of the Initial Period, as severance pay (hereinafter "Severance Pay"), except as provided in Section 3C hereinafter.

B. In the event that the Village Board fails to renew this Agreement, upon its expiration on May 31, 2017, or upon the expiration of a Renewal Period, the Manager shall be entitled to receive the following severance benefits, except as provided in Section 3C hereinafter:

(i) A lump sum payment of money equal to six (6) months of the Manager's current salary;

(ii) Health insurance as provided in Section 10 of this Agreement at the Village's expense for six (6) months following the month during which such termination takes effect (*i.e.* six (6) months, in addition to the balance of the month in which the termination took effect, if any).

(iii) Accrued vacation and benefits in accordance with this Agreement.

C. In the event the Manager is terminated for cause, as defined in this paragraph below, such termination shall be effective immediately upon written notice to the Manager, and the Village shall have no obligation to pay the Severance Pay, as further described in Section 3A hereinabove, or any other additional compensation, to the Manager. "Cause" as used herein shall mean:

(a) a breach of any of the provisions of this Agreement by the Manager;

(b) a breach of the Manager's duty of loyalty to the Village;

(c) any act of dishonesty, fraud, gross incompetence, misconduct or gross misrepresentation, in connection with the Manager's employment activities;

(d) the Manager's failure to perform his duties to the Village in all material respects, after written notice thereof from the Village (which notice will specifically identify the area(s) where the Manager has failed to perform his duties and identify action(s) required to be taken by the Manager to rectify such failure), and the Manager's failure to perform continues for a period of ten (10) days after such notice;

(e) the commission by the Manager of a felony or any crime involving moral turpitude, or any other act which may cause harm to the Village's standing and reputation;

(f) malicious or intentional discrimination in hiring, promotion or termination of any employee for reasons of race, color, religious creed, ancestry, age, sex, marital status, national origin, handicapped status or any other reasons prohibited by law;

(g) deliberately performing any act which unnecessarily endangers the health or safety of employees or others associated with the activities of the Village government;

(h) misappropriation or theft of Village property; or

(i) abandonment of job or duties for any unreasonably extended period of time without any explanation of his whereabouts or any statement of commitment regarding when he is to return to the performance of those duties.

D. In the event the Manager voluntarily resigns his position with the Village at any time during the term of this Agreement, the Manager shall be required to provide the Village sixty (60) days written notice in advance, unless the parties otherwise agree. In the event of such voluntary resignation, the Manager shall not be entitled to receive the Severance Pay, as described in Sections

3A or 3B of this Agreement.

E. The Manager expressly acknowledges that he has no entitlement to any additional severance benefits, other than those described in this Section 3 or Section 10 hereinafter, except that upon the Manager's separation from employment, the Manager will be entitled to payment of all accrued, but unused, vacation time.

SECTION 4. SALARY

The Village agrees to pay the Manager for services rendered pursuant to this Agreement at an annual salary to be distributed through the normal payroll system, in the amount of \$158,000.00 per annum, commencing June 1, 2013. The annual salary for any contract year commencing on or after June 1, 2014 and for any Renewal Period shall be as mutually agreed by the parties, but shall in no event be less than the salary for the prior contract year.

SECTION 5. PERFORMANCE EVALUATION

A. The Village Board shall review and evaluate the performance of the Manager each year prior to April 1. This review and evaluation shall be in accordance with specific criteria developed jointly by the Manager and the Village Board. The criteria may be added to or deleted from, as the Village Board may, from time to time, determine. Further, the Village President shall provide the Manager with a written summary of the findings of the Village Board and provide an adequate opportunity for the Manager to discuss his evaluation with the Village Board, prior to April 30 of each contract year. The results of the performance evaluation will inform and influence the annual salary of the Manager each year.

B. The Village Board and the Manager shall periodically define such goals and performance objectives which they determine necessary for the proper operation of the Village and the attainment of the Village Board's policy objectives, and shall further establish a relative priority among those various goals and objectives, such goals and objectives to be reduced to writing. Such goals shall generally be attainable within the time limitations as specified, and within the annual operating and capital budgets and appropriations that are provided.

SECTION 6. HOURS OF WORK

The Manager is expected to maintain regular office hours. In addition, the Manager shall be required to attend the regular and special meetings of the Village Board, with the exception of

vacations or other unforeseen circumstances (e.g., illness). It is recognized that the Manager must devote time outside the normal office hours to the business of the Village, and to that end, the Manager shall be employed as a salaried, FLSA-exempt employee. The Manager agrees to perform whatever duties are required to sufficiently carry out those duties outside the normal working hours.

SECTION 7. OUTSIDE ACTIVITIES

At no time shall the Manager engage in work directly for another city, village or other unit of local government, except as an elected official of another unit of local government, nor shall the Manager perform services or consult on other non-Village connected business, without the prior approval of the Village President.

SECTION 8. AUTOMOBILE, CELLULAR TELEPHONE, LAPTOP AND I-PAD

The Manager's duties require the use of an automobile, and accordingly, the Village shall pay to the Manager the sum of \$375.00 per month as an automobile allowance, so long as the Manager remains employed by the Village pursuant to this Agreement. This amount will be increased each June 1st by a factor consistent with the increase in the Consumer Price Index (CPI-U Chicagoland Metro Area). In addition, the Village recognizes the need for the Manager to be reachable during such times as the Manager is not in the Village Hall. Accordingly, the Manager shall be provided a cellular telephone stipend in the amount of \$65 per month, so long as the Manager remains employed by the Village pursuant to this Agreement. The Manager will also be permitted to use a Village-owned laptop PC computer or I-Pad, which is either Internet capable via an internal WiFi card, or has a USB port capable of supporting a Broadband Wireless Internet USB Card, which card shall be provided at the Village's expense. The device shall be returned to the Village immediately upon termination of the Manager's employment pursuant to this Agreement.

SECTION 9. VACATION AND SICK LEAVE

The Manager shall be provided with sick leave, which shall be earned at the rate of one (1) sick leave day per month. In addition, during the term of this Agreement, the Manager shall be entitled to three (3) weeks of paid vacation each year, provided that the Manager shall not use more than two (2) consecutive weeks of vacation at any time, unless mutually agreed by the Manager and the Village President. The Manager shall be credited with three (3) weeks paid vacation

commencing June 1, 2013. Any unused vacation time not used by the end of the Initial Period, or the applicable Renewal Period, shall be treated in a manner consistent with Village policy governing non-bargaining unit employees.

SECTION 10. HEALTH AND LIFE INSURANCE

The Village agrees to provide the Manager with health and life insurance benefits equal to those benefits provided to Department Heads, with the entire premium costs for said insurance to be borne by the Village. In addition, if the Manager is entitled to receive Severance Pay, as provided in Section 3 of this Agreement, then the Manager shall be entitled to continue such insurance on the same terms as provided in this paragraph, for no more than 180 days following the termination of this Agreement.

SECTION 11. RETIREMENT

The Village agrees to execute all necessary agreements provided by the Illinois Municipal Retirement Fund ("IMRF") for the Manager's participation in said IMRF retirement plan. The Village and the Manager agree that the IMRF and social security shall constitute the Manager's retirement plans. The Village agrees to make contributions to the IMRF plan each year on behalf of the Manager, in the amounts required by the IMRF for employer contributions, on a percentage basis commensurate with that of other general employees of the Village participating in the IMRF, and to contribute to social security the employer's contribution, as required by law. In addition, the Manager may participate in the Village's 457 deferred compensation plan, as may be provided by law, with no contribution by the Village to such plan.

SECTION 12. PROFESSIONAL DEVELOPMENT

A. The Village hereby agrees to appropriate annually an amount, per fiscal year, to pay the membership fees or expenses of the Manager for his membership in the International City/County Management Association.

B. The Village also agrees to budget, on an annual basis, to pay for the travel and subsistence expenses of the Manager, in accordance with said budgeted amounts, for short courses, institutes and seminars that are necessary for his professional development and for the good of the Village.

SECTION 13. GENERAL EXPENSES

The Village recognizes that certain expenses of a non-personal and generally job-affiliated nature may be incurred by the Manager, and the Village hereby agrees to reimburse the Manager or to pay said verified general expenses ordinarily and necessarily incurred in the performance of his duties as Manager. In no event shall such reimbursement be made unless adequate funds for such reimbursement have been previously appropriated.

SECTION 14. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

All provisions of the Village Code, and all regulations and rules of the Village relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits, and working conditions, as they now exist or hereafter may be amended, shall apply to the Manager, as they would to other employees of the Village, except as herein provided. The Manager shall not be required, as a condition of employment, to reside within the Village. If any provisions of the Village Code, regulations or rules of the Village are in conflict with the terms and provisions of this Agreement, then the provisions of this Agreement shall control.

SECTION 15. INDEMNIFICATION


The Village shall defend, save, hold harmless and indemnify the Manager against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in the performance of the Manager's duties as Village Manager, in accordance with and limited by applicable law. The Village will provide such protections so long as the Manager cooperates with the Village in the defense of such actions or claims. The Village may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

SECTION 16. BONDING

The Village shall bear the full cost of any fidelity or other bonds required of the Manager under any law or ordinance.

SECTION 17. NOTICES

Notices pursuant to this Agreement shall be given by deposit into the custody of the United States Postal Service, postage pre-paid, addressed as follows:


- (1) VILLAGE: Village President Angelo "Skip" Saviano
Village of Elmwood Park
11 Conti Parkway
Elmwood Park, Illinois 60707
- (2) MANAGER: Mr. Paul A. Volpe




Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to Illinois civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the post-marked date of such written notice in the course of transmission in the United States Postal Service.

SECTION 18. GENERAL PROVISIONS

- A. The text herein shall constitute the entire agreement between the parties.
- B. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- C. This Agreement shall not be binding upon the Village of Elmwood Park, or any of its officers, employees or agents, until it is approved or ratified by a majority vote of the corporate authorities of the Village of Elmwood Park.

IN WITNESS WHEREOF, the Village of Elmwood Park has caused this Agreement to be signed and executed on its behalf by its Village President and duly attested by its Village Clerk, and the Manager has signed and executed this Agreement, both in duplicate, the day and year first above written.


Paul A. Volpe

VILLAGE OF ELMWOOD PARK

By: 
Angelo "Skip" Saviano
Village President

Attest: 
Gina Pesko
Village Clerk