

POLLING LOCATION LEASE AGREEMENT



CITY/TOWN & DISTRICTS

This agreement made on the _____ (date), by and between **VILLAGE OF KENMORE COMMUNITY CENTER**, hereinafter known and referred to as the **OWNER**, and the Board of Elections for the County of Erie, hereinafter referred to as the **TENANT**.

Witnesseth that said OWNER has agreed to let, and by these presents, does hereby grant, demise and let unto the said TENANT the following described premises:

CITY/TOWN DISTRICT(S): **TTON 001, 008**
LOCATION: **KENMORE COMMUNITY CENTER**
ADDRESS: **135 Wilber Avenue, Kenmore, NY 14217**

The area to be leased is a room or location that has been pre-approved by the Board of Elections within the building suitable for registration and voting and which is as close as possible to a convenient entrance to such building that provides access, by ramp or otherwise, to physically disabled voters.

PRIMARY CONTACT: Kathleen Johnson
PHONE NUMBER: 873-5700 or 583-0557 cell
EMAIL: kjohnson@kenmoreny.gov

DELIVERY CONTACT: Michael Hansen
PHONE NUMBER: 716 830-0572
EMAIL: mhansen@kenmoreny.gov

BUILDING OPENER: Michael Hansen
CELL PHONE NUMBER: 716 380-7122
EMAIL: mhansen@kenmoreny.gov

As a place to hold official voter registrations and conduct elections in accordance with the provisions of the New York State Election Law on the dates listed below:

SPECIAL ELECTION: : TUESDAY, FEBRUARY 3, 2026
PRIMARY ELECTION: TUESDAY, JUNE 23, 2026
GENERAL ELECTION: TUESDAY, NOVEMBER 4, 2026

The TENANT agrees to pay the OWNER **\$100** for each election listed above for the use of **135 Wilber Avenue, Kenmore, NY 14217**.

The TENANT is to have uninterrupted use and possession of the leased area on each said date from 5:30 am, being one-half hour prior to the opening of the polls until 9:30 pm, being one-half hour after the closing of the polls or until the inspectors have completed their work, whichever shall be later.

In the event an election is delayed or continues as a result of a common disaster to another date, the OWNER agrees to make available the leased area to the TENANT on said subsequent date.

The OWNER hereby agrees to open the building for delivery and pick up of the voting machine(s) on a date mutually agreed to by the parties, between the third and sixth day prior to the election and between the first and fourth day following the election.

The OWNER hereby promises, covenants and acknowledges as follows:

- A. To furnish necessary light, heat, and if available, cooling, to the leased area;
- B. To provide and set up twelve chairs and four tables no less than 48" in length for each machine delivered to the leased area;
- C. To ensure that the leased area is accessible to the public during the times heretofore specified and that the doors are opened;
- D. That there is a functional restroom facility available for use by employees of the TENANT during said day; and
- E. That political contributions by the OWNERS of a polling place are prohibited and that it is a misdemeanor for such OWNER to make, offer or promise any such political contribution as an inducement for the leasing of these premises.

The TENANT hereby promises, covenants and acknowledges as follows:

- A. Not to use said premises, or any part thereof, for any purpose other than the official voter registration and election functions;
- B. Not to let or sign over said premises, or any part thereof, to another without the prior written consent of the OWNER;
- C. To punctually pay said rent as the same accrues; and
- D. To take special care that no damage happens to the building, or any improvements or fixtures therein.

A breach of any promise or covenant made by the TENANT shall be reported by the OWNER to the commissioners of the Erie County Board of Elections as soon as practicable. If any damage shall occur to the leased premises as a result of the negligence by the TENANT or any of its agents or employees, the TENANT hereby agrees to cooperate with the OWNER in filing a claim for damages with the County of Erie. The County does not assume liability for the OWNER's obligation to maintain and operate the property, building, premises and ingress/egress thereto in a safe condition. Any reported incident related to election operations will be investigated and evaluated by Erie County in cooperation with the lessor.

The commissioners of the Board of Elections, no later than four weeks following the receipt of the fully executed lease agreement and the conclusion of the election, shall transmit to the Erie County Comptroller a voucher, in the form required by said comptroller, requesting prompt payment of the rental due to the OWNER in the amount stated above.

In the event that following the execution of this lease agreement, the premises shall become damaged, restricted, or placed under repair to such an extent that the leased area is no longer suitable for the conduct of voter registration and election, the TENANT shall have the right to terminate this lease agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above mentioned.

ERIE COUNTY BOARD OF ELECTIONS:

VILLAGE OF KENMORE (OWNER):

Ralph M. Mohr, Commissioner of Elections

BY: _____

Howard Johnson, Commissioner of Elections

PRINT NAME: Patrick Mang, Mayor

AGREEMENT

This Agreement made this _____ day of _____, 2026, by and between the TOWN OF TONAWANDA, a New York Municipal Corporation, having offices at 2919 Delaware Avenue, Kenmore, New York 14217, ("TOWN"), the VILLAGE OF KENMORE, a New York Municipal Corporation having offices at 2919 Delaware Avenue, Kenmore, New York 14217 ("VILLAGE") and the PAWS INN THE FALLS ANIMAL COMPLEX, located at 2070 Cayuga Drive, Niagara Falls, County of Niagara and State of New York 14304 ("Paws Inn").

WHEREAS Paws Inn owns and operates a facility for sheltering of animals, dogs and cats in particular,") located at 2070 Cayuga Drive, Niagara Falls, New York (the "Facility"): and

WHEREAS the TOWN is in need of a facility to shelter animals, such as dogs in particular, after they have been picked up by the TOWN's Animal Control Officer ("ACO"): and

WHEREAS, the TOWN's ACO also performs its duties and responsibilities for the VILLAGE; and

WHEREAS the TOWN has agreed to contract with Paws Inn for a two (2) year period commencing as of January 1, 2026, and expiring December 31, 2027.

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. The TOWN will be primarily responsible for carrying out the duties and responsibilities of the ACO in the TOWN and the VILLAGE pursuant to Article 7 of the NYS Agriculture and Markets Law, which shall include enforcement and the responsibility for the issuance and service of summons for delinquencies in dog licensing.
2. Paws Inn will provide a key/key code to the ACO for the TOW_Nand VILLAGE to give to said officer(s) access to the Facility at all times where there will be cages, food and water available for the confinement of any domestic stray animal brought to the Facility during afterhours.
3. Paws Inn will maintain consistent and adequate hours for owners to reclaim their animals, ensuring accessibility and efficiency in the retrieval process. Additionally, Pass Paws Inn will designate specific days for adoptions, providing structured opportunities for placement into responsible and loving homes. These measures support both timely reunification and the successful rehoming of animals while maintaining operational transparency and community engagement.
4. Paws Inn shall provide, maintain and operate a shelter for all seized dogs, to include those dogs seized by the ACO or police, and those seized for no license under Article 7 of the NYS Agriculture and Markets Law. In connection herewith, Paws Inn agrees that it will operate its

shelter in accordance with its stated and established mission and values with the understanding that these dogs will be made available for adoption in compliance with Article 7 of the Agriculture and Markets Law. Paws Inn will operate as a “No Kill” facility and will abide by those principles. It is further understood that it may be necessary to euthanize some animals, and this will be accomplished by Paws Inn partnered DVM’s, in a humane manner as provided for in Article 7 of the Agriculture and Markets Law. Each month Paws Inn agrees to provide the TOWN with monthly reports detailing these sheltering activities, including the number of dogs delivered for sheltering each month by the ACO, and the length of sheltering time for each dog. The TOWN and Paws Inn will work cooperatively regarding the information and statistics to be provided to the TOWN and/or VILLAGE by Paws Inn, the details to be included and the date each month when reports are due.

5. In the event of emergency calls, if a dog requires immediate medical attention at an emergency veterinary hospital, the receiving veterinarian shall provide necessary care in accordance with New York State Agriculture and Markets Law. The ACO shall deliver the sick or injured animal to the veterinary hospital for medical treatment. These expenses shall be the sole responsibility of the TOWN.
6. Paws Inn will hold seized dogs for the legal period of 5 (five) days as specified in the New York State Agriculture and Markets Law. During this period, if the owners wish to redeem their dog(s), they must obtain a New York State DLI 8 dog release form from the Town of Tonawanda Clerk’s office. Paws Inn will release the dog immediately upon receipt of the release form, proof of payment of TOWN fees, and payment of impound fees.

If the owner cannot provide proof of rabies vaccination, the animal will not be released until our DVM administers the vaccine. In cases where a rabies vaccination is required before the animal leaves the facility, the owner will need to wait while we transport the animal to be vaccinated by our DVM. The owner will be responsible for a fee of **\$75.00 (Seventy-five dollars)** for the vaccination before the animal is released.

Additionally, impound fees are as follows: day 1 will incur a fee of **\$75.00**, and each subsequent day will incur a fee of **\$25.00**. These fees must be paid by the owner and will be retained by Paws Inn.

7. Paws Inn will file and maintain all records necessary for the seizure and disposition of any dog, as required by Article 7 of the Agriculture and Markets Law.
8. All non-emergent medical care of dogs, such as spay, neutering, core vaccines (DHPP, Rabies, Bordetella), deworming, microchipping, basic medications, physical exams, heartworm/Lyme testing, and the enrollment of Zulu Tails smart pet id, are the sole responsibility of Paws Inn.

9. Upon initial intake, Paws Inn's Licensed Veterinary Technician ("LVT") shall assess the dog for any illness or injury requiring emergent veterinary care, as mandated by NYS Agriculture and Markets Law. If such care is deemed necessary, Paws Inn will promptly transport the animal to the chosen emergency veterinary service provider. All necessary documentation will detail the animal's condition and treatment during its time away from the complex. Should the emergency veterinary provider deliver care required under NYS Agriculture and Markets Law, the TOWN shall be responsible for covering the accrued costs, either through direct payment or reimbursement to Paws Inn, up to a maximum of \$500.00, provided all documentation is submitted to the TOWN Clerk.
10. The TOWN shall take full financial responsibility for all emergent medical care humanely. Including but not limited to emergent diagnostics.
11. Paws Inn's LVT shall conduct daily inspections of each animal, with all findings documented in the Shelter Luv system.
12. Adoption Transfer and Fee Collection: On the designated adoption date, all animals approved for adoption shall be transferred into the care and custody of Paws Inn and all adoption fees due and owing in connection therewith shall be collected solely and exclusively by Paws Inn as a condition precedent to the adoption and release of the animal to the Adopted.
13. This contract shall be effective as of January 1, 2026 and will expire on the 31st day of December, ~~2025~~ 2027. Payments shall be made on the fifteenth (15th) day of each month during the term of the contract in the amount of **\$4,000 dollars** per month.
 - a. Kennel Services: Paws Inn will reserve five (5) kennels for the Town at no additional cost. Any animals exceeding this allotment, up to a maximum of eight (8) kennels, will be accommodated at a rate of **\$35 (thirty five dollars)** per day per kennel.
 - b. Euthanasia Services: Price is determined by our DVM's quality of life exam.
 - c. Crematory and Disposal Service: **\$25.00** (twenty-five dollars) per animal
 - d. Veterinary Services for Unredeemed Seized Dogs: actual itemized with prior approval of the ACO. If the ACO is unavailable and immediate services are needed to make the animal comfortable, provided that Paws Inn is reimbursed for any costs incurred.
 - e. Clerical Services: **\$400.00** (four hundred dollars) per month.
14. Prior to renewal of this agreement, ~~both~~ all parties shall review the outlined terms and conditions. Any warranted adjustments to the specified items may be made upon mutual agreement, provided a written notice is issued 30 days prior to the effective date of the changes. Provided that such Agreement is not earlier terminated as provided hereunder, if mutually agreeable, the Parties may extend this Agreement annually for up to two (2) additional two (2) year terms, through December 31, 2031.

15. Any modification, addition or addendum to this agreement shall be in writing and executed by both the TOWN , VILLAGE and Paws Inn to be enforceable.
16. Paws Inn may terminate this agreement by providing a written notice issued **30 (thirty) days** prior to termination. The **Town** shall be obligated to uphold the agreement for its full duration, unless terminated by Paws Inn under the specified conditions.
17. INDEMNIFICATION BY TOWN: To the fullest extent permitted by law, the TOWN shall indemnify and hold harmless the VILLAGE and Paws Inn, their respective Boards, officers, employees, and agents, from and against all claims, actions, damages, liabilities, and expenses, including attorney's fees, arising out of or related to personal injury or property damage to the extent caused by the negligence of the TOWN, its officers, employees, agents, or assigns.
18. INDEMNIFICATION BY VILLAGE: To the fullest extent permitted by law, the ~~W~~VILLAGE shall indemnify and hold harmless the TOWN and Paws Inn, their respective Boards, officers, employees, and agents, from and against all claims, actions, damages, liabilities, and expenses, including attorney's fees, arising out of or related to personal injury or property damage to the extent caused by the negligence of the VILLAGE, its officers, employees, agents, or assigns.
19. INDEMNIFICATION BY PAWS INN: To the fullest extent permitted by law, Paws Inn shall indemnify and hold harmless the TOWN and the VILLAGE, their respective Boards, officers, employees, and agents, from and against all claims, actions, damages, liabilities, and expenses, including attorney's fees, arising out of or related to personal injury or property damage to the extent caused by the negligence of Paws Inn, its officers, employees, agents, or assigns.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and this agreement to be signed by their duly authorized officers, the day and year first written.

X

Nicole Dyer
CST, LVT, Shelter Director

X

TOWN of Tonawanda
Supervisor

X

Village of Kenmore
Mayor



Kenmore Police Department 2025 Annual Report



Thomas J. Phillips
Chief of Police

January 8, 2026

Mayor Mang:
Board of Trustees:

It is my pleasure to present the 2025 Annual Report for the Kenmore Police Department.

It was an exciting year as our construction project came to completion. We moved into our new police headquarters and re-established our presence at 2395 Elmwood Avenue. The construction of the new building represents a strong commitment to the future of public safety in the Village of Kenmore.

With our state-of-the-art facility, we are well equipped to continue providing the exceptional service our residents have come to expect, and we are better prepared for challenges that lie ahead.

We remain committed to our mission of serving the Kenmore community with professionalism and dedication, and we look forward to serving in 2026.

Thank you for your continued support of the Kenmore Police Department.

Respectfully,

Chief Thomas Phillips

PERSONNEL

STAFFING

Chief of Police

Captains (2)

Police Lieutenants (4 Patrol Supervisors)

Detectives (2 Criminal Investigations)

Detective (1 Juvenile Officer)

Court Officer (1)

Police Officers (15 Patrol)

Dispatchers (4 Full Time and 7 Part-time)

Crossing Guards/ Matrons (5 Part Time)

Building Maintenance Staff (1 Full-time and 1 part-time)

ROSTER CHANGES

New Hires

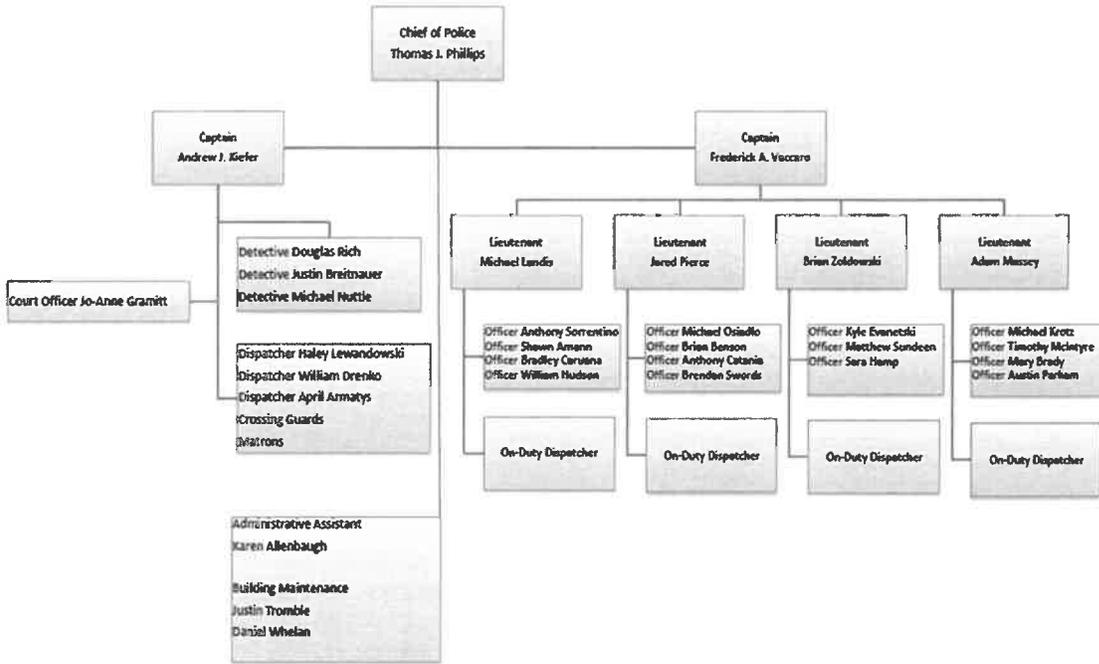
William Hudson, Brendan Swords and Austin Parham were appointed to the positions of police officer and graduated from the Erie County Law Enforcement Training Academy in December of 2025.

Kenmore Police Department Employee Roster 2025

SWORN	Dispatchers- Full-Time
Chief Thomas J. Phillips	Karen Allenbaugh
Captain Andrew J. Kiefer	William Drenko
Captain Fred Vaccaro	Haley Lewandowski
Lieutenant Jared Pierce	April Armatys
Lieutenant Michael Landis	Dispatchers- Part-Time
Lieutenant Adam Massey	Donald Biggie
Lieutenant Brian Zoldowski	James Hengel
Detective Doug Rich	Todd Bieron
Detective Justin Breitnauer	Kristin Feyes
Detective Michael Nuttle	Danielle Kibat
Court Officer JoAnne Gramitt	Melanie Manzella
Officer Michael Osiadlo	Nicholas Thompson
Officer Anthony Sorrentino	
Officer Shawn Amann	
Officer Brian Benson	
Officer Anthony Catania	Crossing Guards/ Matrons
Officer Bradley Caruana	Margo Toy
Officer Kyle Evanetski	Sue Muscarella
Officer Michael Krotz	Charles Swanick
Officer Timothy McIntyre	Lynette Calandra
Officer Mary Brady	Pati-Aine Guzinski
Officer Matthew Sundeen	
Officer Sara Hamp	Maintenance
Officer William Hudson	Justin Tromble
Officer Brendan Swords	Dan Whelan
Officer Austin Parham	

Village of Kenmore

Police Department



January 01, 2026

2025 POLICE ACTIVITY

- **16,444 CALLS FOR SERVICE**
- **1,305 POLICE REPORTS FILED**
- **50 DOMESTIC INCIDENT REPORTS FILED**
- **42 MENTAL HEALTH COMMITMENTS**
- **56 COMMITMENTS FOR ALCOHOL**
- **1146 FIRST AID CALLS**
- **2025 AVERAGE RESPONSE TIME FOR EMERGENCY RESPONSE WAS
UNDER 1.5 MINUTES**

ENFORCEMENT

ARRESTS/BOOKINGS- 473

- **83 FELONIES**
- **372 MISDEMEANORS**
- **18 VIOLATIONS**
- **34 DOMESTIC VIOLENCE ARRESTS**
 - **6 VIOLATIONS**

- **15 MISDEMEANORS**
- **13 FELONIES**
- **177 ARREST WARRANTS ISSUED**
- **187 WARRANTS SERVED**

TRAFFIC SAFETY

- **3,315 TRAFFIC TICKETS ISSUED**
- **5,750 TRAFFIC STOPS CONDUCTED**
- **357 ENFORCEMENT DETAILS AT TARGETED LOCATIONS**
- **12 DRIVING WHILE INTOXICATED ARRESTS**
- **184 PROPERTY DAMAGE ACCIDENTS**
- **39 ACCIDENTS WITH INJURY**
- **58 LEAVING THE SCENE ACCIDENT INVESTIGATIONS**
- **97 ACCIDENT REPORTS FILED WITH NYS**
- **4255 PARKING TAGS ISSUED**
- **26 CHILD SEAT CHECKS**

COMMUNITY POLICING

Citizens Police Academy

The Kenmore Police Department provides an opportunity for members of our community to learn more about the services we provide through our Citizens Police Academy. The eleven-week course includes classroom instruction on topics such as crime scene processing, accident investigations, criminal law, defensive tactics, CPR Certification. The class also includes a patrol ride-



along, and a tour of The Erie County Holding Center. We now have the space to host the Academy at KPD Headquarters, and I congratulate the Class of 2025, the first graduating class in the new building.

Community Event Participation: Discover Kenmore, Concerts on the Green, Porchfest, Car Seat Events, Tours of KPD Headquarters, Stop Sip'n Shop, Farmers Market, Kenmore Days, Holiday Toy Drive.

NEW KENMORE POLICE HEADQUARTERS

The construction of the new police headquarters came to completion in September of 2025.

Highlights of the project include:

- Improved Accessibility
- Welcoming Lobby with Public Restroom
- Enhanced Dispatch and Communications Center
- Additional Visitor Parking
- Secure Prisoner In-take Garage
- Modern Jail Cells and Booking Room
- Up-to-Date Lab and Evidence Room
- Evidence Lockers
- Interview Rooms
- Shooting Range
- Workout Room
- Locker Rooms
- Conference Rooms
- Training Rooms
- Records Room and Storage

TRAINING SUMMARY 2025

Comprehensive Guide to Mental, Physical, and Financial Wellness

A comprehensive wellness course that is designed to provide law enforcement professionals with practical tools, strategies and knowledge to thrive in their careers and personal lives. Covering the pillars of financial wellness, mental health, physical fitness, and nutritional wellness, the course takes an all-encompassing approach to officer well-being, focusing on the unique challenges faced by law enforcement professionals, and will empower officers to lead healthier, more balanced lives, ultimately enhancing their performance, safety, and longevity in law enforcement.

Overdose Death Investigations

Course for detectives to enhance investigative skills when dealing with overdose death investigations.

WNY Patrol Officer's Forum

Wide-ranging training forum which included topics on officer wellness, ghost guns, dangers at electric vehicle accidents, search and seizure, crime analysis centers, First Amendment auditors, and fugitive apprehension.

Interview and Interrogation for Law Enforcement

Course focused on interview and interrogation techniques.

Law Enforcement Active Shooter Emergency Response (LASER)

Technical aspects of planning and implementing a rapid response to an active shooter incident.

Use of Force Refresher

Instructor level course for updates on current use of force training in NYS.

Current Fentanyl Threat

Information and updates on the current trends in fentanyl use and distribution.

Transformational Leadership

A leadership assessment and development seminar for police supervisors focusing on core values and ethical leadership, agency culture and leadership, transactional leadership, transformational leadership strategies, and leadership self-assessment.

Reid Technique Interview and Interrogation

Interview and interrogation training with the goal of protecting the innocent and identifying the guilty using objective, empathetic, and unbiased techniques.

Instructor Development School

DCJS certification course that gives officers the ability to research, prepare and communicate knowledge in the field of law enforcement and certifies the officer as a General Topics Instructor.

Juvenile Officers Association Conference

Annual state conference and training for Juvenile Officers.

E-Bike Law and Safety

Training focused on e-bike laws, rules of the road, enforcement topics, and safety.

Criminal Debriefing

Training focused on developing and using informants after street encounters.

Supervisor Liability

This course provides participants with an overview of how to prevent, identify and manage legal liability in law enforcement operations. Specific case law and best practices are utilized to illustrate the potential pitfalls of employee relations in public safety administration and how they can be avoided.

Conducting Traffic Stops in NYS

Search and seizure training for officers involved in traffic stops and street-level encounters.

LPR Investigative Workshop

Workshop focused on investigative techniques when using license plate reader data.

Firearms and Ballistic Shield

Annual firearms training along with training on the use of a ballistic shield for protection during high-risk incidents.



Village of Kenmore

2919 Delaware Avenue
Kenmore, NY 14217

DAVID J. ROOT SUPERINTENDENT DEPARTMENT OF PUBLIC WORKS Phone: (716)875-0527 Fax: (716) 447-0526

JANUARY 22, 2026

Mayor Mang and fellow Board members,

I am requesting permission for Jack Johnson and Scott Hayward to attend the 2026 WNY Water Works conference on February 19, 2026, at Genesee Community College Batavia, NY with expenses. These classes are required for them to keep their licenses up to date.

Thank You,

David J Root


Superintendent of Public Works

Village of Kenmore