

LEGAL NOTICE
Re: Local Law to Override the Tax Levy Limit

NOTICE IS HEREBY GIVEN that a hearing will be held at 7:30 p.m. in the Council Chambers of the Kenmore Municipal Building, 2919 Delaware Avenue, Kenmore, New York on Tuesday, April 7, 2026 by the Board of Trustees for the Village of Kenmore to consider, and possibly adopt, a proposed Local Law which would allow the Board of Trustees to override the Tax Levy Limit established under General Municipal Law Section 3-c in the 2026 - 2027 Budget with the approval of 60% of the governing body. This local law is available for inspection at the office of the Village Clerk/Treasurer. At the time and place stated above, all interested members of the public shall be heard.

Dated: March 17, 2026

Kathleen P. Johnson
Clerk/Treasurer, Village of Kenmore

Local Law No 2, 2026
Village of Kenmore, County of Erie

A local law to override the tax levy limit established in General Municipal Law Sec 3-c

Section 1. Legislative Intent

It is the intent of this local law to allow the Village of Kenmore to adopt a budget for the fiscal year commencing June 1, 2026 that requires a real property tax levy in excess of the “tax levy limit” as defined by General Municipal Law Sec. 3-c.

Section 2. Authority

This local law is adopted pursuant to subdivision 5 of the General Municipal Law Sec 3-c, which expressly authorizes a local government’s governing body to override the property tax cap for the coming fiscal year by the adoption of a local law approved by a vote of sixty percent (60%) of said governing body.

Section 3. Tax Levy Limit Override

The Board of Trustees of the Village of Kenmore, County of Erie is hereby authorized to adopt a budget for the fiscal year commencing June 1, 2026 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law Sec 3-c.

Section 4. Severability

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court’s order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 5. Effective date

This local law shall take effect immediately upon filing with the Secretary of State.

LEGAL NOTICE
TENTATIVE BUDGET HEARING
VILLAGE OF KENMORE

NOTICE IS HEREBY GIVEN that a Hearing on the Tentative Budget will be held Tuesday, April 7, 2026.

WHEREAS, pursuant to statute, the Mayor, as Budget Officer for the Village, has heretofore prepared a Tentative Budget for the Fiscal Year beginning June 1, 2026 and ending May 31, 2027 and

WHEREAS, copies thereof have been submitted to each member of the Board of Trustees and a copy thereof filed with the Village Clerk

NOW, THEREFORE BE IT

RESOLVED, that a **Public Hearing and possible adoption** upon said Tentative Budget will be held by the Board of Trustees on the 7th day of April, 2026 at 7:30 p.m. in the Council Chambers of the Kenmore Municipal Building on that day and that written and oral comments on the entire budget may be presented by citizens of the community.

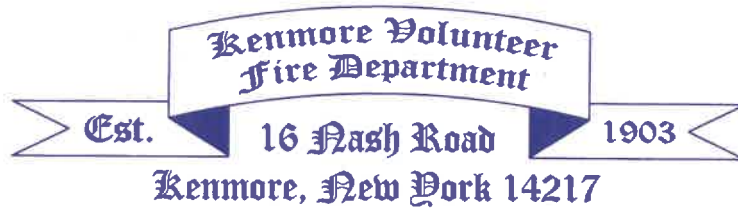
NOTICE IS FURTHER GIVEN, that the salary of the Mayor shall be \$17,000.00 and each of the Trustees \$9,000.00 and

NOTICE IS HEREBY GIVEN, that a copy of said Tentative Budget is available for inspection at <https://kenmoreny.gov>

PUBLISHED BY ORDER OF THE CLERK/TREASURER OF THE VILLAGE OF
KENMORE

Date: March 17, 2026

Kathleen P. Johnson
Village Clerk/Treasurer



March 31, 2026

Village of Kenmore Board
2919 Delaware Ave
Kenmore, NY 14217

Honorable Board:

The Kenmore Volunteer Fire Department members had their election on March 28, 2026 and the results of the three chiefs are as follows:

Chief

David M. McGregor
46 Canterbury Lane
Kenmore, NY 14217

1st Assistant Chief

Matthew S. Harris
346 Wabash Ave.
Kenmore, NY 14217

2nd Assistant Chief

David P. Brosart
140 Thurston Ave.
Kenmore, NY 14217

Sincerely,

A handwritten signature in blue ink that reads "Diane E. Belis". The signature is written in a cursive style.

Diane E. Belis
Secretary



March 19, 2026

Village Board

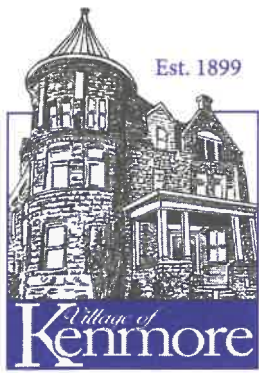
At our March 18th meeting we approved one (1) new member:

Andrew Santa Maria
57 Rachel Vincent Way
Buffalo, NY 14216

Sincerely,

A handwritten signature in blue ink that reads "Diane E. Belis".

Diane E. Belis
Recording Secretary



OFFICE OF
CLERK - TREASURER

2919 Delaware Avenue, Kenmore, NY 14217

Kathleen P. Johnson, Esq.
Clerk - Treasurer

Phone: (716) 873-5700
www.villageofkenmore.org

March 18, 2026

To: Honorable Mayor and Board of Trustees
From: Kathleen Johnson, Clerk/Treasurer
Re: Planning Board Reappointments

I would like to request Board approval for the reappointment of David McLaughlin to the Planning Board, for a term to expire April 2031.

I would also like to request reappointment of our 2 Alternates – Michael Foster and Karen Phillips. Alternates serve 1 year terms.



**VILLAGE OF
KENMORE
FIRE DEPARTMENT
ANNUAL REPORT
2025**

**David M. McGregor
Chief**

**Respectfully Submitted By
Kenneth M. Butkowski, II
Deputy Chief of Administration**



VILLAGE OF KENMORE FIRE DEPARTMENT
16 Nash Road, Kenmore, New York 14217

David M. McGregor, Fire Chief

Phone: (716) 875-3274

Fax: (716) 875-3957

March 10, 2026

Mayor Patrick Mang and Members of the Village Board of Trustees,

It is my distinct pleasure to present to you the 2025 Annual Report for the Village of Kenmore Fire Department. We continued to expand upon our in-house and exterior training opportunities, and the benefits of our Duty Shift Program. I am extremely proud of all the men and women of the Village of Kenmore Fire Department for their hard work and continued dedication. Included in this report, you will find the total number of calls for the 2025 calendar year, as well as a monthly breakdown of calls, estimated fire damage within the Fire Protection Districts covered by the Department, and incident response time comparisons.

In 2025, the Fire Department answered **1,796 total calls for service**, which equated to **3,611.54 total volunteer hours** expended, just responding to emergency incidents. Our total number of calls was slightly higher than in 2024 and continued to see an increase in the number of Emergency Medical Service (EMS) calls. 2025 was the eleventh consecutive year with over 1,500 calls for service. This averages out to five (5) calls per day. We are by far one of the busiest fire departments in the area. Our volunteer membership saw a slight increase in membership, but sadly, several volunteer members also left the department. As of 12/31/2025, our volunteer membership stands at 44 men and women, which is a **NET DECREASE** of 3 members compared to 2024. The volunteer membership has seen a steady decline over the past decade and a half, which, unfortunately, is in line with growing trends facing the entire nation. It has become harder

**VILLAGE OF KENMORE
FIRE DEPARTMENT
2025 TOTAL CALLS**

	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>TYC</u>
<u>AA</u>	6	10	12	15	21	11	14	13	12	16	21	7	158
<u>VK</u>	7	4	5	7	7	5	6	2	8	16	3	6	76
<u>D1</u>	1	0	1	2	2	1	1	0	1	3	3	1	16
<u>D2</u>	7	5	6	9	6	3	5	3	4	6	11	9	74
<u>MA</u>	3	0	0	1	3	4	3	2	0	5	1	1	23
<u>TAA</u>	24	19	24	34	39	24	29	20	25	46	39	24	347
<u>SA</u>													
<u>VK</u>	3	3	2	1	5	10	6	12	4	7	7	4	64
<u>D2</u>	0	0	1	0	0	0	0	0	0	0	0	0	1
<u>D3</u>	3	3	0	2	1	4	2	1	1	3	0	3	23
<u>ISA</u>	6	6	3	3	6	14	8	13	5	10	7	7	88
<u>OC</u>	7	6	6	5	7	7	9	10	2	11	7	16	93
<u>EMS</u>	88	113	96	120	108	105	109	110	102	126	88	103	1268
<u>IC</u>	125	144	129	162	160	150	155	153	134	193	141	150	1796
<u>EFD</u>													
<u>VK</u>	\$0	\$0	\$3,500	\$0	\$11,500	\$0	\$0	\$0	\$0	\$0	\$1,250	\$0	\$16,250
<u>D2</u>	\$0	\$0	\$0	\$0	\$0	\$0	\$300	\$0	\$0	\$0	\$0	\$0	\$300
<u>D3</u>	\$15,000	\$0	\$750	\$0	\$0	\$0	\$0	\$50,000	\$700	\$500	\$2,500	\$0	\$69,450
<u>TEFD</u>	\$15,000	\$0	\$4,250	\$0	\$11,500	\$0	\$300	\$50,000	\$700	\$500	\$3,750	\$0	\$86,000
<u>VFH</u>	293.53	372.58	265.84	349.17	315.09	337.27	261.36	284.72	223.62	375.02	307.25	226.09	3611.54
KEY:	AA=Air Alarm; VK=Village of Kenmore; D1=Industrial Fire District #1; D2=Fire Protection District #2 (Deerhurst); D3=Fire Protection District #3 (North Delaware); SA= Still Alarm; OC=Officer Call; EMS=Emergency Medical Service Call; EFD=Estimated Fire Damage; VFH=Volunteer Firefighter Hours												

**SUBMITTED BY
KENNETH M. BUTKOWSKI, II
DEPUTY CHIEF OF ADMINISTRATION**

VILLAGE OF KENMORE FIRE DEPARTMENT

ANNUAL REPORT FOR 2025

AIR ALARMS

Village of Kenmore	158
District 1	76
District 2	16
District 3	74
Mutual Aid Calls	23
	<hr/>
	347 TOTAL AIR ALARMS

STILL ALARMS

Village of Kenmore	64
District 2	1
District 3	23
	<hr/>
	88 TOTAL STILL ALARMS

OFFICER CALLS 93

EMS CALLS 1,268

TOTAL CALLS 1,796

ESTIMATED FIRE DAMAGE

Village of Kenmore	\$16,250
District 2	\$300
District 3	\$69,450
	<hr/>
	\$86,000 TOTAL DAMAGE

VOLUNTEER HOURS 3,611.54

SUBMITTED BY
KENNETH M. BUTKOWSKI, II
DEPUTY CHIEF OF ADMINISTRATION

VILLAGE OF KENMORE FIRE DEPARTMENT
MONTHLY REPORT FOR JANUARY, 2025

AIR ALARMS

Village of Kenmore	6
District 1	7
District 2	1
District 3	7
Mutual Aid Calls	3
	<hr/>
	24 TOTAL AIR ALARMS

STILL ALARMS

Village of Kenmore	3
District 2	0
District 3	3
	<hr/>
	6 TOTAL STILL ALARMS

OFFICER CALLS 7

EMS CALLS 88

TOTAL CALLS 125

ESTIMATED FIRE DAMAGE

Village of Kenmore	\$0
District 2	\$0
District 3	\$15,000
	<hr/>
	\$15,000 TOTAL DAMAGE

VOLUNTEER HOURS 293.53

SUBMITTED BY
KENNETH M. BUTKOWSKI, II
SENIOR FIREFIGHTER

VILLAGE OF KENMORE FIRE DEPARTMENT
MONTHLY REPORT FOR FEBRUARY, 2025

AIR ALARMS

Village of Kenmore	10	
District 1	4	
District 2	0	
District 3	5	
Mutual Aid Calls	0	
	<hr/>	
	19	TOTAL AIR ALARMS

STILL ALARMS

Village of Kenmore	3	
District 2	0	
District 3	3	
	<hr/>	
	6	TOTAL STILL ALARMS

OFFICER CALLS 6

EMS CALLS 113

TOTAL CALLS 144

ESTIMATED FIRE DAMAGE

Village of Kenmore	\$0	
District 2	\$0	
District 3	\$0	
	<hr/>	
	\$0	TOTAL DAMAGE

VOLUNTEER HOURS 372.58

SUBMITTED BY
KENNETH M. BUTKOWSKI, II
SENIOR FIREFIGHTER

VILLAGE OF KENMORE FIRE DEPARTMENT
MONTHLY REPORT FOR MARCH, 2025

AIR ALARMS

Village of Kenmore	12
District 1	5
District 2	1
District 3	6
Mutual Aid Calls	0
	<hr/>
	24 TOTAL AIR ALARMS

STILL ALARMS

Village of Kenmore	2
District 2	1
District 3	0
	<hr/>
	3 TOTAL STILL ALARMS

OFFICER CALLS 6

EMS CALLS 96

TOTAL CALLS 129

ESTIMATED FIRE DAMAGE

Village of Kenmore	\$3,500
District 2	\$0
District 3	\$750
	<hr/>
	\$4,250 TOTAL DAMAGE

VOLUNTEER HOURS 265.84

SUBMITTED BY
KENNETH M. BUTKOWSKI, II
SENIOR FIREFIGHTER

VILLAGE OF KENMORE FIRE DEPARTMENT

MONTHLY REPORT FOR APRIL, 2025

AIR ALARMS

Village of Kenmore	15
District 1	7
District 2	2
District 3	9
Mutual Aid Calls	1
	<hr/>
	34 TOTAL AIR ALARMS

STILL ALARMS

Village of Kenmore	1
District 2	0
District 3	2
	<hr/>
	3 TOTAL STILL ALARMS

OFFICER CALLS 5

EMS CALLS 120

TOTAL CALLS 162

ESTIMATED FIRE DAMAGE

Village of Kenmore	\$0
District 2	\$0
District 3	\$0
	<hr/>
	\$0 TOTAL DAMAGE

VOLUNTEER HOURS 349.17

SUBMITTED BY
KENNETH M. BUTKOWSKI, II
SENIOR FIREFIGHTER

VILLAGE OF KENMORE FIRE DEPARTMENT

MONTHLY REPORT FOR MAY, 2025

AIR ALARMS

Village of Kenmore	21
District 1	7
District 2	2
District 3	6
Mutual Aid Calls	3
	<hr/>
	39 TOTAL AIR ALARMS

STILL ALARMS

Village of Kenmore	5
District 2	0
District 3	1
	<hr/>
	6 TOTAL STILL ALARMS

OFFICER CALLS 7

EMS CALLS 108

TOTAL CALLS 160

ESTIMATED FIRE DAMAGE

Village of Kenmore	\$11,500
District 2	\$0
District 3	\$0
	<hr/>
	\$11,500 TOTAL DAMAGE

VOLUNTEER HOURS 315.09

SUBMITTED BY
KENNETH M. BUTKOWSKI, II
DEPUTY CHIEF OF ADMINISTRATION

VILLAGE OF KENMORE FIRE DEPARTMENT

MONTHLY REPORT FOR JUNE, 2025

AIR ALARMS

Village of Kenmore	11
District 1	5
District 2	1
District 3	3
Mutual Aid Calls	4
	<hr/>
	24 TOTAL AIR ALARMS

STILL ALARMS

Village of Kenmore	10
District 2	0
District 3	4
	<hr/>
	14 TOTAL STILL ALARMS

OFFICER CALLS

7

EMS CALLS

105

TOTAL CALLS

150

ESTIMATED FIRE DAMAGE

Village of Kenmore	\$0
District 2	\$0
District 3	\$0
	<hr/>
	\$0 TOTAL DAMAGE

VOLUNTEER HOURS

337.27

SUBMITTED BY
KENNETH M. BUTKOWSKI, II
DEPUTY CHIEF OF ADMINISTRATION

VILLAGE OF KENMORE FIRE DEPARTMENT

MONTHLY REPORT FOR JULY, 2025

AIR ALARMS

Village of Kenmore	14
District 1	6
District 2	1
District 3	5
Mutual Aid Calls	3
	<hr/>
	29 TOTAL AIR ALARMS

STILL ALARMS

Village of Kenmore	6
District 2	0
District 3	2
	<hr/>
	8 TOTAL STILL ALARMS

OFFICER CALLS 9

EMS CALLS 109

TOTAL CALLS 155

ESTIMATED FIRE DAMAGE

Village of Kenmore	\$0
District 2	\$300
District 3	\$0
	<hr/>
	\$300 TOTAL DAMAGE

VOLUNTEER HOURS 261.33

SUBMITTED BY
KENNETH M. BUTKOWSKI, II
DEPUTY CHIEF OF ADMINISTRATION

VILLAGE OF KENMORE FIRE DEPARTMENT

MONTHLY REPORT FOR AUGUST, 2025

AIR ALARMS

Village of Kenmore	13
District 1	2
District 2	0
District 3	3
Mutual Aid Calls	2
	<hr/>
	20 TOTAL AIR ALARMS

STILL ALARMS

Village of Kenmore	12
District 2	0
District 3	1
	<hr/>
	13 TOTAL STILL ALARMS

OFFICER CALLS 10

EMS CALLS 110

TOTAL CALLS 153

ESTIMATED FIRE DAMAGE

Village of Kenmore	\$0
District 2	\$0
District 3	\$50,000
	<hr/>
	\$50,000 TOTAL DAMAGE

VOLUNTEER HOURS 284.72

SUBMITTED BY
KENNETH M. BUTKOWSKI, II
DEPUTY CHIEF OF ADMINISTRATION

VILLAGE OF KENMORE FIRE DEPARTMENT
MONTHLY REPORT FOR SEPTEMBER, 2025

AIR ALARMS

Village of Kenmore	12
District 1	8
District 2	1
District 3	4
Mutual Aid Calls	0
	<hr/>
	25 TOTAL AIR ALARMS

STILL ALARMS

Village of Kenmore	4
District 2	0
District 3	1
	<hr/>
	5 TOTAL STILL ALARMS

OFFICER CALLS 2

EMS CALLS 102

TOTAL CALLS 134

ESTIMATED FIRE DAMAGE

Village of Kenmore	\$0
District 2	\$0
District 3	\$700
	<hr/>
	\$700 TOTAL DAMAGE

VOLUNTEER HOURS 223.62

SUBMITTED BY
KENNETH M. BUTKOWSKI, II
DEPUTY CHIEF OF ADMINISTRATION

VILLAGE OF KENMORE FIRE DEPARTMENT
MONTHLY REPORT FOR OCTOBER, 2025

AIR ALARMS

Village of Kenmore	16
District 1	16
District 2	3
District 3	6
Mutual Aid Calls	5
	<hr/>
	46 TOTAL AIR ALARMS

STILL ALARMS

Village of Kenmore	7
District 2	0
District 3	3
	<hr/>
	10 TOTAL STILL ALARMS

OFFICER CALLS 11

EMS CALLS 126

TOTAL CALLS 193

ESTIMATED FIRE DAMAGE

Village of Kenmore	\$0
District 2	\$0
District 3	\$500
	<hr/>
	\$500 TOTAL DAMAGE

VOLUNTEER HOURS 375.02

SUBMITTED BY
KENNETH M. BUTKOWSKI, II
DEPUTY CHIEF OF ADMINISTRATION

VILLAGE OF KENMORE FIRE DEPARTMENT

MONTHLY REPORT FOR NOVEMBER, 2025

AIR ALARMS

Village of Kenmore	21
District 1	3
District 2	3
District 3	11
Mutual Aid Calls	1
	<hr/>
	39 TOTAL AIR ALARMS

STILL ALARMS

Village of Kenmore	7
District 2	0
District 3	0
	<hr/>
	7 TOTAL STILL ALARMS

OFFICER CALLS 7

EMS CALLS 88

TOTAL CALLS 141

ESTIMATED FIRE DAMAGE

Village of Kenmore	\$1,250
District 2	\$0
District 3	\$2,500
	<hr/>
	\$3,750 TOTAL DAMAGE

VOLUNTEER HOURS 307.25

SUBMITTED BY
KENNETH M. BUTKOWSKI, II
DEPUTY CHIEF OF ADMINISTRATION

VILLAGE OF KENMORE FIRE DEPARTMENT

MONTHLY REPORT FOR DECEMBER, 2025

AIR ALARMS

Village of Kenmore	7
District 1	6
District 2	1
District 3	9
Mutual Aid Calls	1
	<hr/>
	24 TOTAL AIR ALARMS

STILL ALARMS

Village of Kenmore	4
District 2	0
District 3	3
	<hr/>
	7 TOTAL STILL ALARMS

OFFICER CALLS 16

EMS CALLS 103

TOTAL CALLS 150

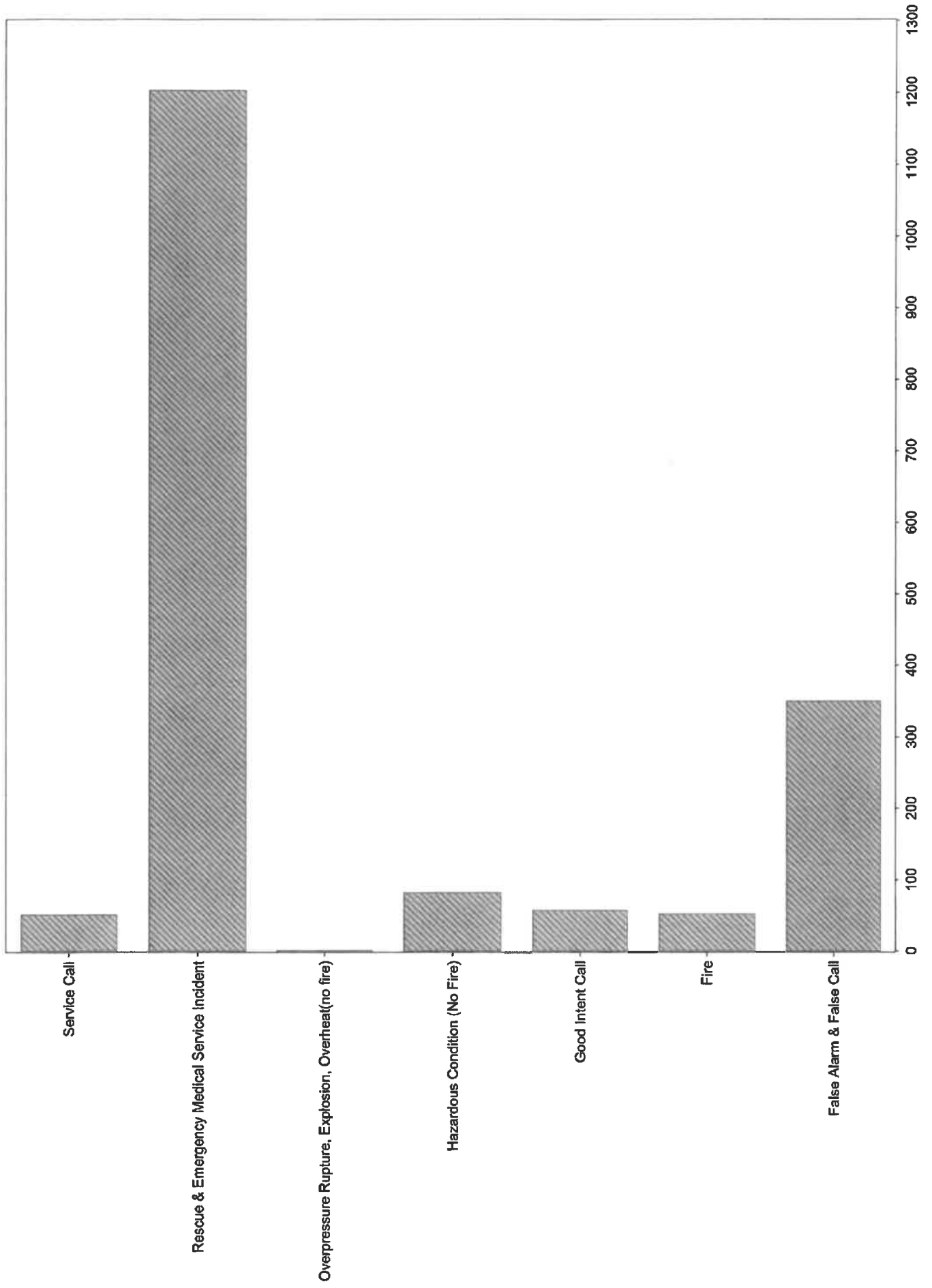
ESTIMATED FIRE DAMAGE

Village of Kenmore	\$0
District 2	\$0
District 3	\$0
	<hr/>
	\$0 TOTAL DAMAGE

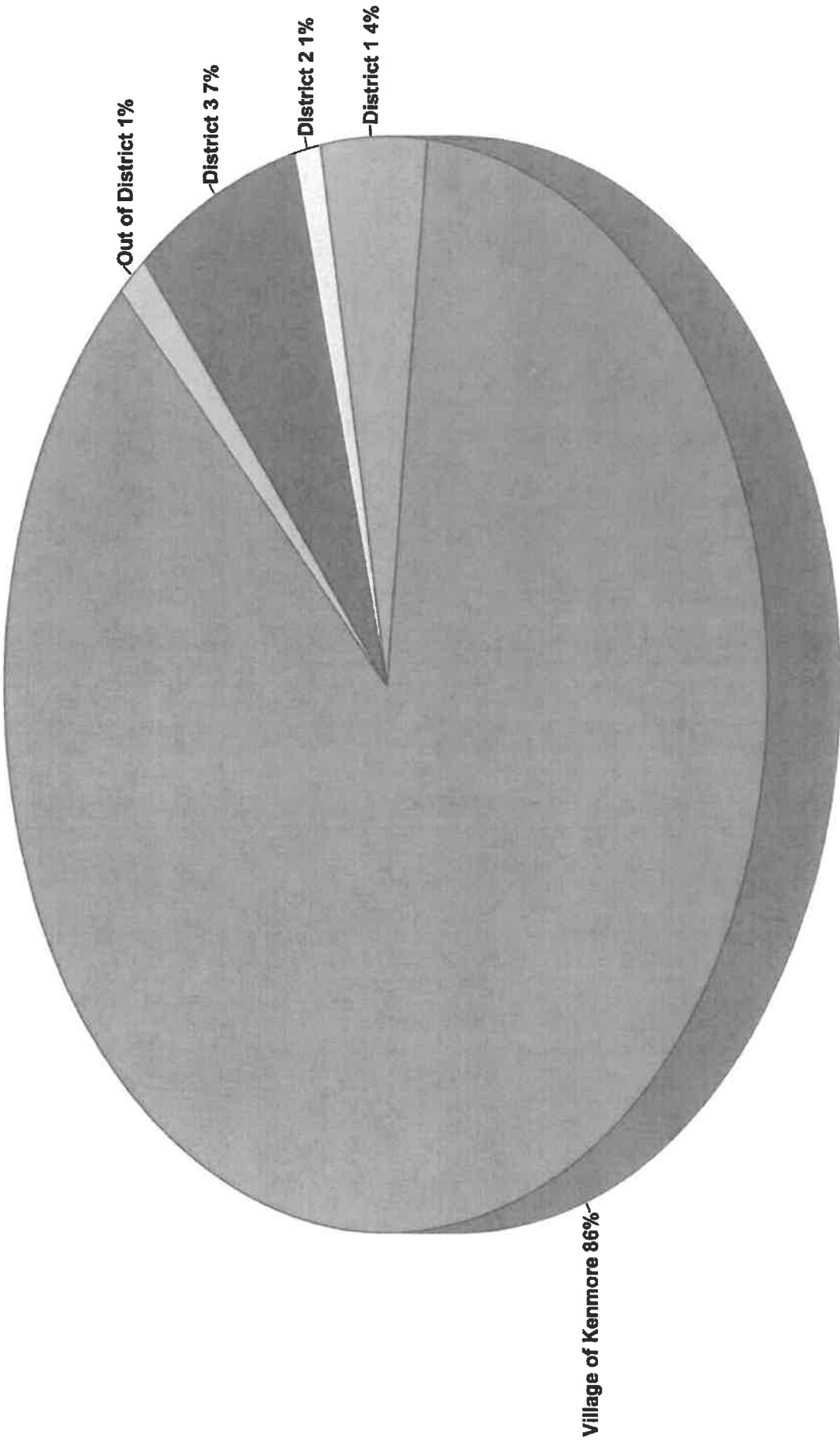
VOLUNTEER HOURS 226.09

SUBMITTED BY
KENNETH M. BUTKOWSKI, II
DEPUTY CHIEF OF ADMINISTRATION

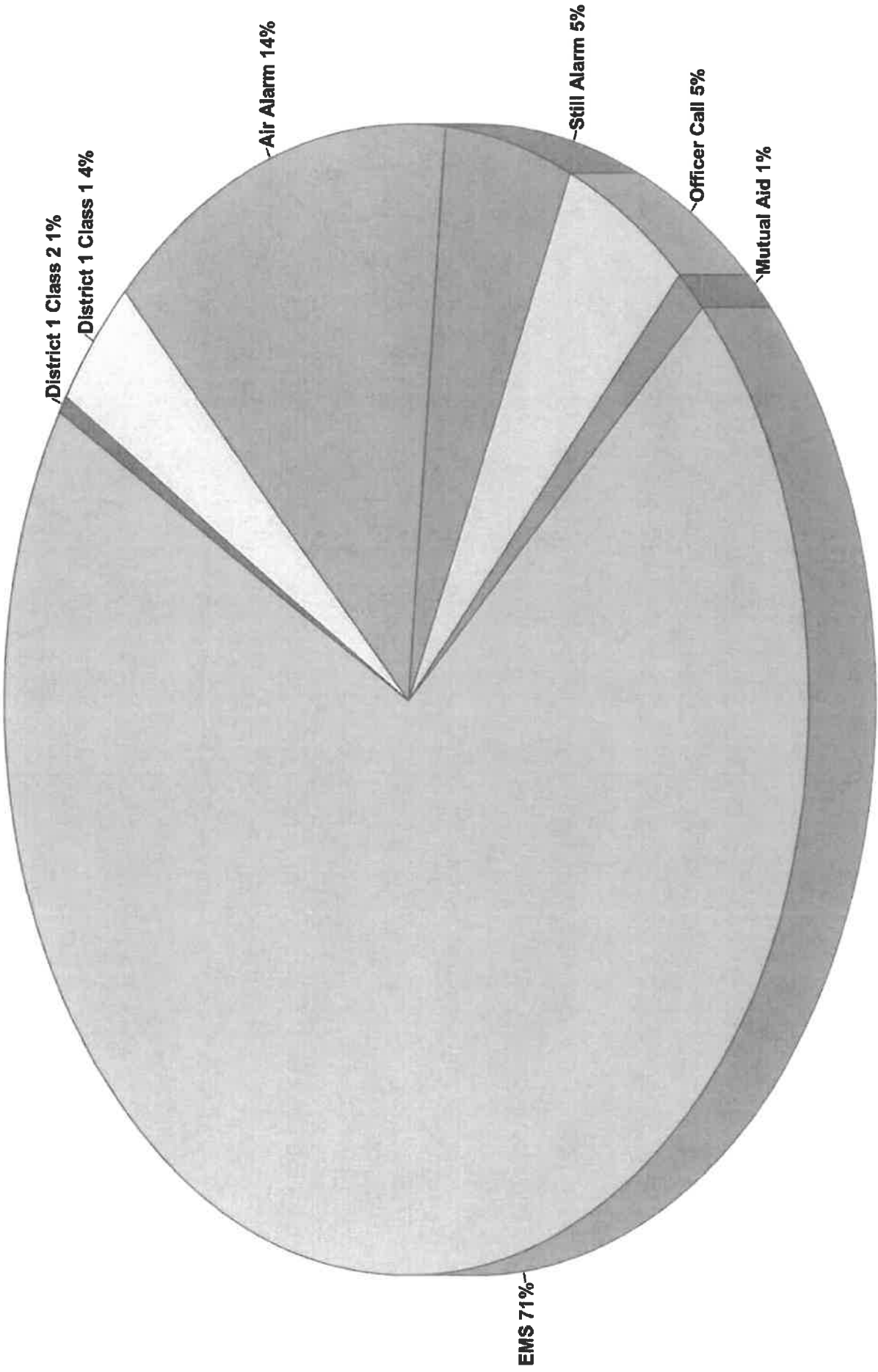
Incident Type Summary
Alarm Date Between {01/01/2025} And {12/31/2025}



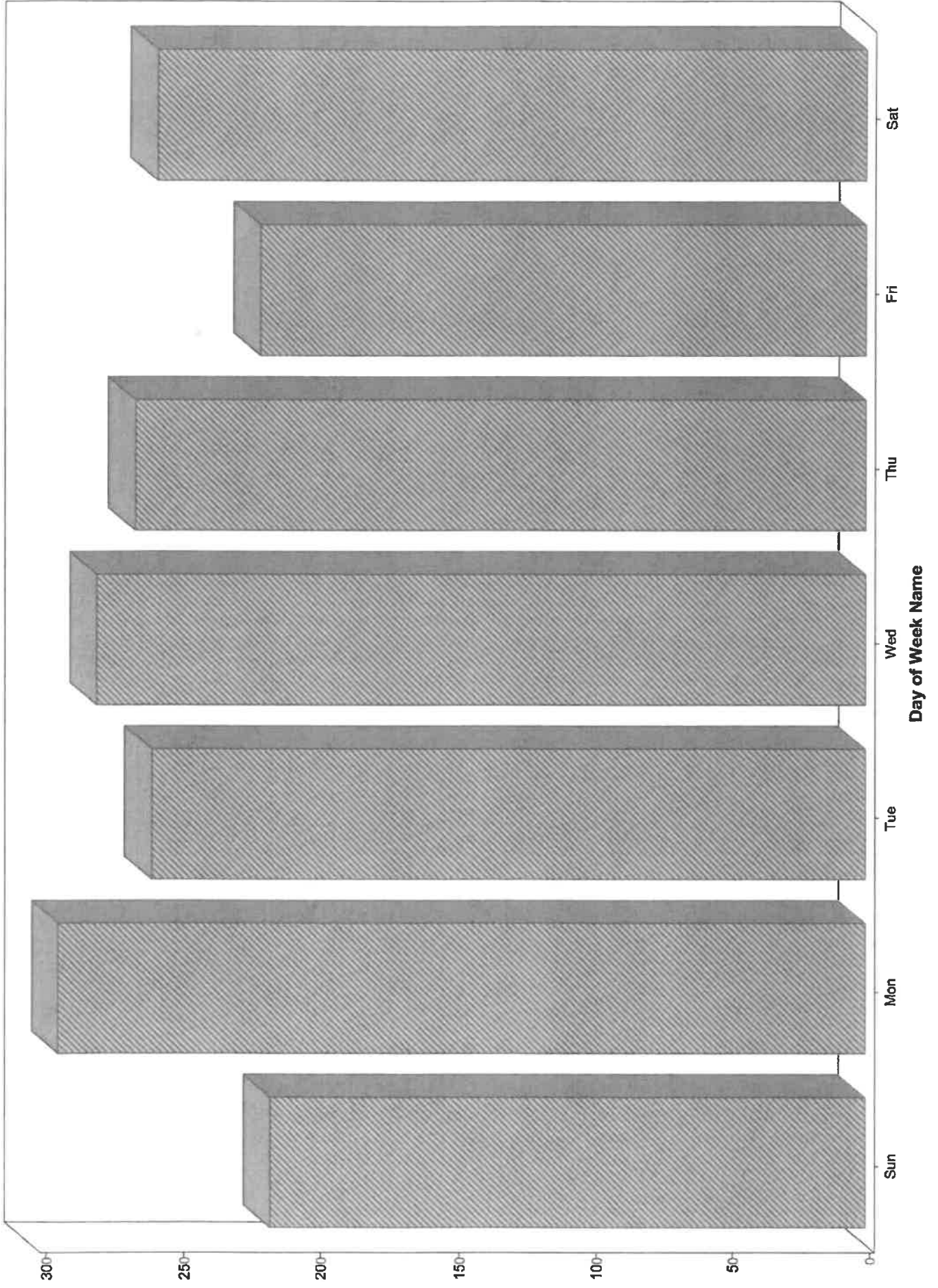
Incidents by District
Alarm Date Between {01/01/2025} And {12/31/2025}



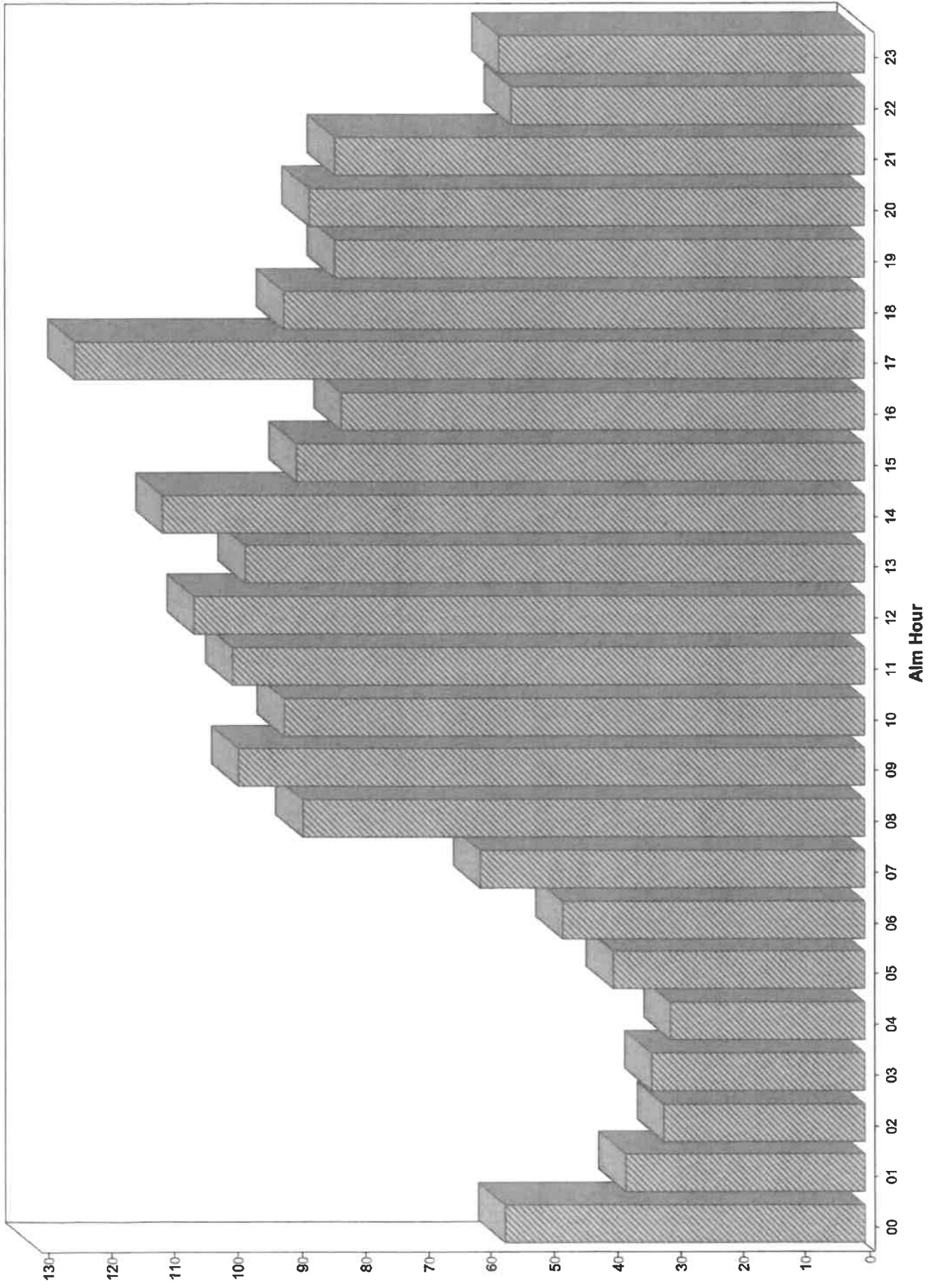
Type of Alarm Summary Graph
Alarm Date Between {01/01/2025} And {12/31/2025}



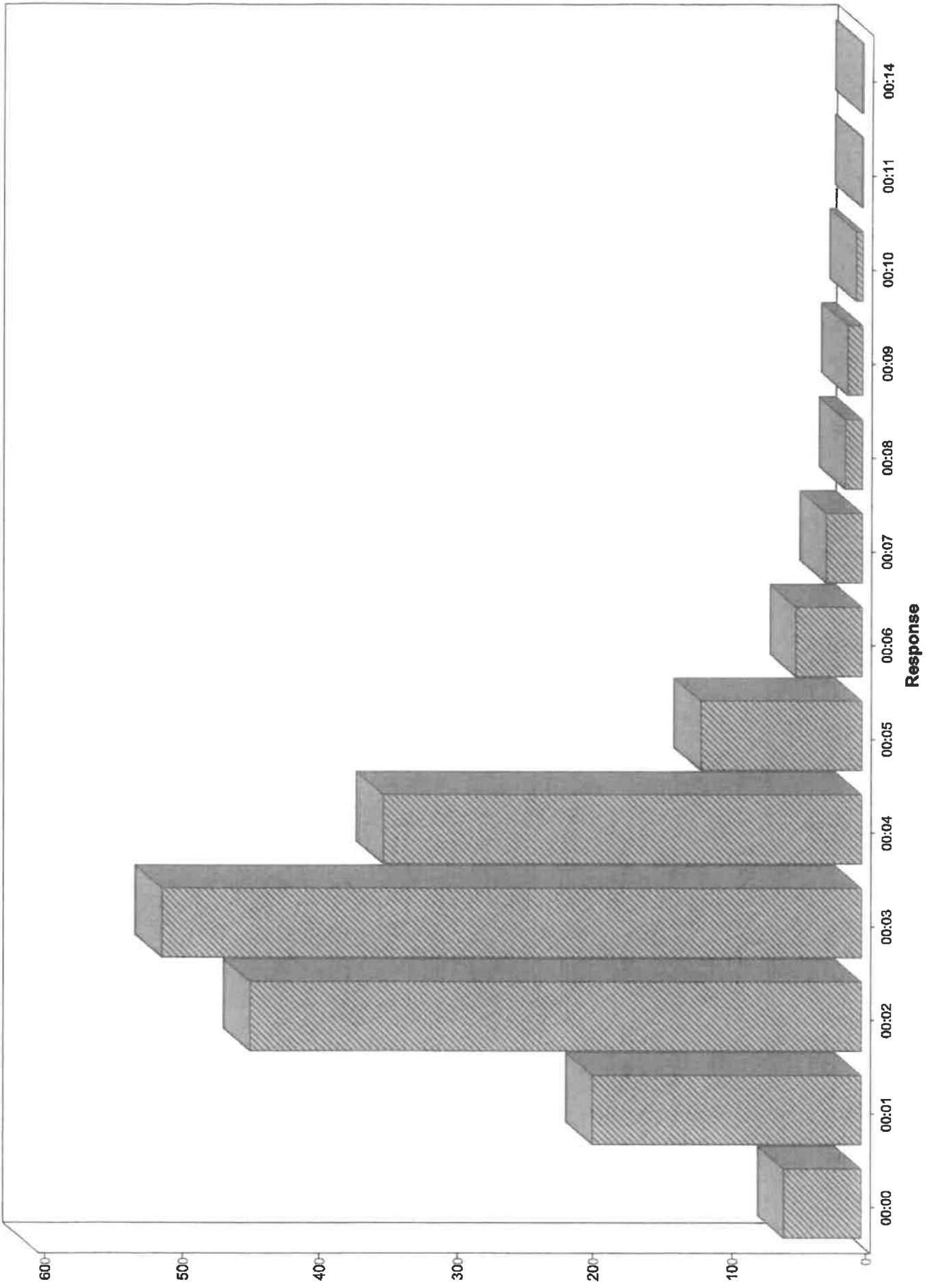
Incident Responses by Day of Week
Alarm Date Between {01/01/2025} And {12/31/2025}



Count of Incidents by Alarm Hour
Alarm Date Between {01/01/2025} And {12/31/2025}



NFIRS Incidents by Response Time (in minutes)
Alarm Date Between {01/01/2025} And {12/31/2025}



VENDOR AGREEMENT

This Vendor Agreement (the "Agreement") is entered into as of this ____ day of _____, 2026 (the "Effective Date") by and between the Village of Kenmore, having an office at 2919 Delaware Avenue, Kenmore, NY 14217 (the "Village") and the undersigned vendor ("Vendor").

Introductory Statement

The Village desires to provide to the Village, all products and/or services described on Exhibit A to this Agreement, plus all other products and services mutually agreed upon by the Village and Vendor after the date of this Agreement (collectively "Deliverables").

NOW, THEREFORE, in return for good and valuable consideration, the adequacy and receipt of which is acknowledged by the parties, the Village and Vendor agree as follows:

1. Services Provided.

1.1. Vendor will provide to the Village all Deliverables set forth on **Exhibit A**.

2. Term; Termination.

2.1. This Agreement shall be effective as of the Effective Date and shall remain in effect until December 31, 2026.

2.2. The Village may, in addition to all of its other rights and remedies under this Agreement or applicable law, terminate this Agreement (other than as expressly set forth herein) if (i) Vendor is or becomes insolvent (however defined), (ii) a petition is filed by or against Vendor under the U.S. Bankruptcy Code or any other applicable bankruptcy law or an action is commenced by or against Vendor under any other similar law, (iii) a receiver, trustee or other similar person is appointed for Vendor or any of Vendor's assets, (iv) Vendor makes an assignment for the benefit of creditors or takes any other similar action, (v) Vendor fails to perform any obligation under this Agreement or any other agreement between Vendor and the Village, (vi) any warranty or representation made by Vendor herein is untrue or misleading in any respect, or (vii) subject to Section 2.3, the Village in its sole discretion, notifies Vendor of its desire to terminate this Agreement for the convenience of the Village.

2.3. If the Village terminates this Agreement for its convenience, the Village will reimburse Vendor for all reasonable costs incurred by Vendor with respect to outstanding Deliverables as mutually agreed upon by the parties.

3. Billing Practices and Dispute Resolution for Sales of Goods and Services. Vendor shall send all invoices for or related to the Deliverables to the Village at the address noted on the signature page of this Agreement, or as otherwise instructed by the Village. Unless provided otherwise in this Agreement, (a) the Village will pay all undisputed amounts in any properly submitted invoice within 30 days after the later of (i) the Village's receipt of such invoice or (ii) the

Village's acceptance of the Deliverables covered by such invoice, and (b) all amounts set forth in this Agreement include (i) all ad valorem taxes, duties, sales taxes, tariffs, use taxes and other taxes, tariffs and other government-imposed fees, (ii) all freight and other transportation charges, and (iii) all other charges applicable to such Deliverables.

4. Insurance.

4.1. Vendor agrees to maintain during the term of this Agreement, and with respect to product liability coverage for three (3) years thereafter, commercial general liability insurance coverage, which shall include bodily injury, property damage, products liability, completed operations and advertising liability coverage with limits of not less than \$1,000,000 per occurrence/\$3,000,000 in the aggregate from an insurance company with a minimum AM Best Rating of A-VII, which policy will include contractual liability insurance coverage insuring the activities of Vendor under this Agreement.

4.2. Vendor shall ensure that all insurance policies provided pursuant to Section 4:

4.2.1. Provide that the carriers of such insurance policies give the Village at least thirty (30) days' prior written notice of cancellation or non-renewal of policy coverage, *provided that*, prior to such cancellation, Vendor has new insurance policies in place that meet the requirements of this Section 5;

4.2.2. Provide that such insurance shall be primary insurance and any similar insurance in the name of and/or for the benefit of the Village shall be excess and non-contributory;

4.2.3. Name the "Village of Kenmore, its government officials, employees and agents, including, in each case, all successors and permitted assigns", as additional insureds.

4.3. Within thirty (30) days of a written request by the Village, Vendor shall provide the Village with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Section 4, and Vendor shall not do anything to invalidate such insurance. This Section 4 shall not be construed in any manner as waiving, restricting, or limiting the liability of Vendor for any obligations imposed under this Agreement, including, but not limited to, Vendor's indemnification obligations pursuant to Section 6.

5. Representations and Warranties.

5.1. Authority; Enforceability. The Village and Vendor have the full power and authority to enter into this Agreement. This Agreement has been duly executed and delivered and constitutes a valid and binding agreement, enforceable against each party in accordance with its terms.

5.2. Quality of Goods and Services. (a) Vendor agrees to protect the Village and hold the Village harmless from any loss or claim incurred to the extent arising out of defects in any goods existing at the time such goods were delivered by Vendor to the Village, or any warranties or representations of Vendor relating to the goods, provided that the Village

gives Vendor prompt notice of any such loss or claim and cooperates fully with Vendor in the handling thereof; (b) Vendor warrants that the goods shall be free from any defects in material and workmanship and will perform in accordance with all specifications relating thereto and shall be manufactured, packaged, distributed and sold in accordance with all applicable laws, rules and regulations and in conformance with industry standards as applicable to the goods and/or services and Vendor's business, including, without limitation, all safety standards, testing, and certification requirements; and (c) Vendor shall not be liable for incidental, indirect, consequential, or exemplary damages caused by the defect or the time involved to correct the defect.

- 5.3. Compliance. Each party hereto is and shall be in compliance with any and all applicable laws with respect to its performance or obligations under this Agreement. The Vendor shall ensure that the event is held in compliance with all applicable Village, Erie County, New York State and Federal rules, regulations and directives.
- 5.4. Non-Contravention; No Consents or Conflicts. The execution of this Agreement and the performance of each party's obligations hereunder does not and shall not conflict with or result in a breach of any other agreement to which it is a party. The execution, delivery and performance by each party of this Agreement requires no consent, waiver, agreement or approval of any other person or entity.
6. Indemnification. Vendor shall indemnify, defend, and hold harmless the Village, its affiliates, parents, and subsidiaries, and its and their respective members, owners, directors, officers, managers, employees, agents, successors and assigns, from and against any and all demands, lawsuits, claims for damage, judgments, settlements, losses, costs and expenditures (including legal fees) which may arise that relate to or result from this Agreement including, without limitation: (i) Vendor's manufacture, sale, and/or distribution of goods or provision of services to the Village, including, without limitation, all product liability claims; (ii) the operation of Vendor's business; and (iii) any breach or violation of this Agreement by Vendor. The Village shall indemnify, defend and hold harmless Vendor and its affiliates, parents, and subsidiaries and its and their respective directors, officers, employees and agents, from and against any and all demands, lawsuits, claims for damage, judgments, settlements, losses, costs and expenditures (including legal fees) resulting from claims by third parties to the extent based upon any breach of the Village's obligations, covenants, representations and warranties set forth in this Agreement.
7. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ANY OTHER PERSON OR ENTITY FOR (I) ANY OBLIGATIONS, DEBTS, DAMAGES, LOSSES OR EXPENSES OF ANY NATURE WHATSOEVER ARISING OUT OF ANY ACTS OR OMISSIONS OF A MEMBER; OR (II) ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, AND IN EACH CASE WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, IN EACH CASE REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND IN

EACH CASE NOTWITHSTANDING THE FAILURE OF ANY AGREEMENT OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

8. Assignment. Neither party shall assign any of its rights or delegate any of its obligations under this Agreement, in whole or in part, without the prior written consent of the other party. Any purported assignment or delegation in violation of this Section is null and void.
9. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
10. Notices. Notices required or permitted under this Agreement shall be sent to a party at its address listed on the signature page of this Agreement, or to such other address as a party may indicate by written notice to the other party. Notices will be deemed to be given two (2) business days after being mailed.
11. Independent Contractor. The relationship between the Village and Vendor is that of independent contractors. Nothing contained herein shall constitute or create an employment, joint venture, agency, partnership, or franchise relationship between the parties.
12. Captions/Headings. The headings and captions in this Agreement are for the convenience of the parties and will have no effect on the interpretation of this Agreement.
13. Force Majeure. Neither party shall be liable to the other party for nonperformance or delay in performance of any of its obligations under this Agreement due to the causes beyond its reasonable control. These forces include, but are not limited to, pandemic, health crisis, fires, floods, labor troubles or other industrial disturbances, governmental acts or regulations, riots, insurrections, lightning, storm, war, and act of the public enemy (herein referred to as "Force Majeure"). Upon the occurrence of any such event, the affected party shall immediately notify the other party, in as much detail as possible, and shall keep the other party informed of any further developments of such event. Immediately after such event ceases or is removed, the affected party shall perform all its obligations pending, with reasonable promptness, unless this Agreement has previously been terminated.
14. Entire Agreement; Amendments; Waivers. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes any other agreement, arrangement or understanding between the parties hereto with respect to the subject matter hereof, whether such other agreement, arrangement or understanding be written, oral or implied, unless otherwise set forth in this Agreement. Notwithstanding the previous sentence, in the event that another agreement, arrangement or understanding between the parties (including, but not limited to, a Request for Quote) contains a term that is more favorable to the Village than a similar term contained in this Agreement, the term contained in the other agreement, arrangement or understanding is not superseded and shall control, but only with regard to the subject matter of such term. Other than as set forth in Section 1 of this Agreement, this Agreement may be amended or modified, and any of the terms hereof may be waived, in the case of an amendment or modification, only by a written instrument executed by each of

the parties or, in the case of a waiver, by the party waiving compliance. Any waiver by either party of the breach of any provision, term or covenant contained in this Agreement, in any one or more instances, shall not be deemed to be nor construed as a further or continuing waiver of the breach of any provision, term or covenant of this Agreement.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart by facsimile or e-mail is effective as delivery of a manually executed counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

The Village of Kenmore:

2919 Delaware Avenue,
Kenmore, NY 14217

Vendor:

Kenmore Farmers Market

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Kathleen Johnson

From: Caitlin Ring Krumm <...@...>
Sent: Wednesday, March 25, 2026 10:34 AM
To: Kathleen Johnson; Justin MacFarland
Subject: KBA Event Schedule Confirmation

Follow Up Flag: Follow up
Flag Status: Flagged

Morning Kathleen,

Event Schedule Confirmation & Village approval:

- **Discover Kenmore:** Saturday, June 27, 9 AM–2 PM (moved to Farmers Market footprint).
- **Concert on the Green:** Thursday, July 10, same footprint; setup starts ~1 PM, streets cleared/cleaned by 10–11 PM.
- **Halloween Walk:** Saturday, October 24, 10 AM–12 PM.
- **SSS:** Thursday, December 4, 4–8 PM.

Updated Event Timeline

Discover Kenmore - Sat, June 27 ****WILL NOT BE CLOSING DELAWARE AVE**

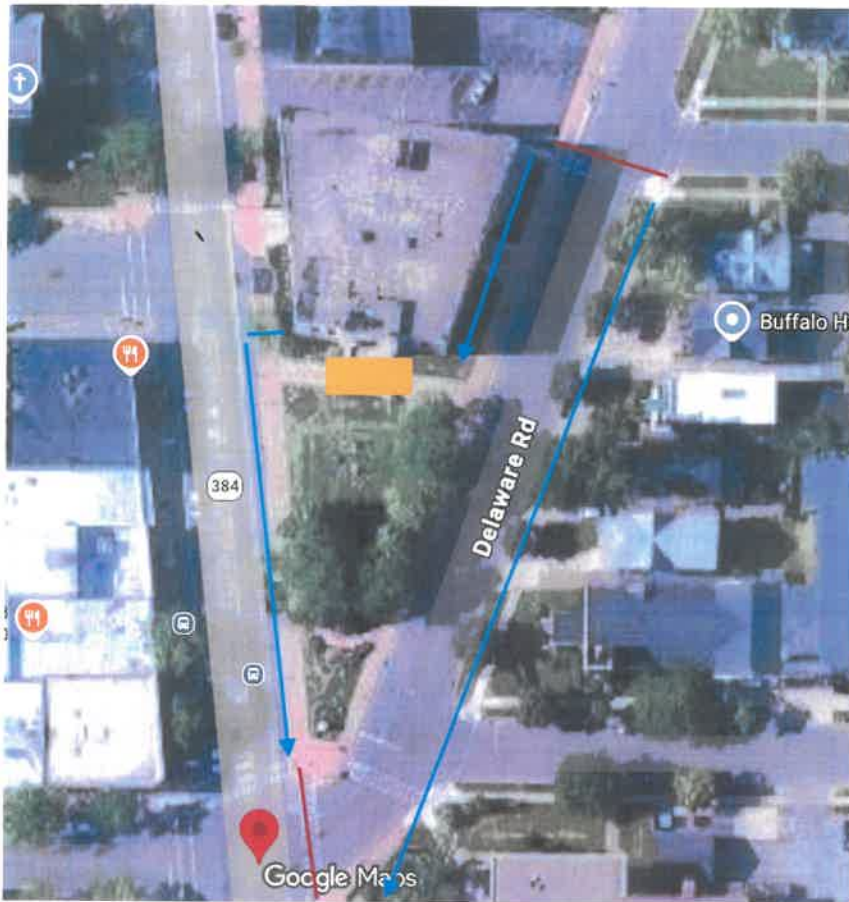
- Load-in/setup: 9-10AM (10x10 tents on green/Delaware Rd).
- Event hours: 10AM-2PM.
- Cleanup/strike: 2-3PM (streets clear by 3PM).

Concert on the Green - Thu, July 10 (unchanged)

- Setup: ~1PM.
- Event: Into evening, clear/clean by 10-11PM
- (open container in blue zone).

Line Map Markups:

- Red dashed: Delaware Rd closure to Airgone.
- Blue outline: Shared footprint (DK tents + Concert).
- Yellow: Band



Key Zones

- **Red dashed line:** Street closure on Delaware Rd southeast to Airgone—barricades required here for both Discover Kenmore and Concert on the Green.
- **Blue solid outline:** Shared event footprint (grass/Village Green at intersection + adjacent areas). Doubles as the open container zone for Concert on the Green (July 10), with ID checks at the bar, 2 security staff, and police on site.
- **Yellow band area:** Concert only.

Event-Specific Setup

- **Discover Kenmore (June 27, 9AM-3PM):** 10x10 tents on the green and along Delaware Rd within the blue footprint.
- **Concert on the Green (July 10):** Food/drink vendors along Delaware Rd; open container strictly within blue perimeter.

Let me know if/when approved and what question you have for me...Thanks, Caitlin

--
Caitlin Ring

March 26, 2026

Village of Kenmore

To Whom It May Concern,

The Columbia Blvd Block Association is requesting approval for a few neighborhood gatherings this year:

- Annual island planting days- Friday, May 15th & Saturday, May 16th
- Wine and Cheese Party- Saturday, August 29th

We are also asking permission from the Village to barricade the street for these days to provide a safer environment for our neighbors and asking that barricades for the street be dropped off at both ends of Columbia Blvd.

Please contact me via the info below with any questions or if our requests are not approved.
Thank you kindly!

Sincerely,

Melisa L. Dettbarn

Melisa Dettbarn

Columbia Blvd Block Association

24 Columbia Blvd

Kenmore, NY 14217

(716) 573-2457

Melisa.dettbarn@gmail.com