



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

August 26, 2026

To: Members of the Village of Kenmore Board of Trustees

From: Kenneth M. Butkowski, II, Deputy Chief of Administration
Village of Kenmore Fire Department

Re: Hiring of New Part-Time Firefighter

Dear Distinguished Members of the Village Board,

I am requesting the Village Board hire John M. Moorhouse for the position of Part-Time Firefighter. This applicant falls within the cap of twelve (12) Part-Time Firefighters. I have also attached a copy of his application and resume.

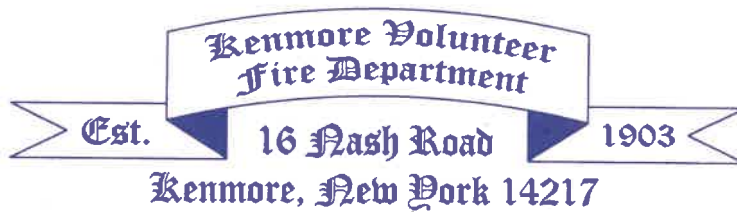
I request your consideration in this matter at the next Village Board Meeting. Should you have any questions, feel free to contact me. Thank you.

Sincerely,

Kenneth M. Butkowski, II

Kenneth M. Butkowski, II
Deputy Chief of Administration
Village of Kenmore Fire Department

CC: Fire Chief David M. McGregor
Clerk / Treasurer Kathleen P. Johnson



August 20, 2026

Village Board

At our August 19th meeting we approved one (1) new member:

Johnathan Jones
80 West Hazeltine Ave.
Kenmore, NY 14217

Sincerely,

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

Diane E. Belis
Recording Secretary

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is made and entered into on this ____ day of July, 2026 (the "Effective Date"), by and between the **VILLAGE OF KENMORE**, a municipal corporation organized and existing under and by virtue of the laws of the State of New York and having its principal place of business at 2919 Delaware Avenue, Kenmore, New York 14217 ("Village") and **MOON ROCK MUSIC**, a New York limited liability company, having an address at 33 Colton Drive, Buffalo, New York 14216 ("Licensee").

WHEREAS, Village is the owner of the building commonly known as the Kenmore Community Center, located at 135 Wilber Avenue, Buffalo, New York 14217 (the "Building"); and

WHEREAS, Licensee desires to utilize one or more rooms within the Building for music instruction.

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, hereby agree as follows:

1. License. Commencing on August 1, 2026, Village grants Licensee (i) an exclusive license to utilize those rooms in the Building referred to as Room 2 and 3 (collectively, the "License Area"). The License Area does not include the closet space located in Room 2. This closet space remains under the sole use and control of the Village. The License Area is for the purpose of teaching music lessons, and (ii) a non-exclusive license to utilize those common areas of the Building, including restrooms and those areas necessary for access to and from the License Area (collectively, the "License"). The License shall extend to Licensee, its employees, guests, invitees and agents (collectively, the "Licensee Parties").

2. Term. The Term of this Agreement ("License Term") shall run from the Effective Date and continue for a period of one (1) year. Each party shall have the right to terminate this Agreement for any reason by providing thirty (30) days' advance written notice to the other party.

3. Fee. Licensee shall pay rent to the Village, on or before the first day of each month. Where the 1st of the month falls on a Saturday or Sunday, rent is due on the first Monday following the 1st of the month. Rent is payable as follows:

a) Six Hundred Fifty and 00/100 Dollars (\$650.00) per month, with charges for all partial months, if any, to be prorated on a daily basis, for the initial four (4) months of this Agreement.

b) Seven Hundred and No/100 Dollars (\$700.00) per month, with charges for all partial months, if any, to be prorated on a daily basis, for months five (5) through twelve (12) of this Agreement.

c) All payments shall be made by check, payable to the "Village of Kenmore".

4. Rights and Obligations.

a) Licensee shall utilize the License granted herein (i) in a safe and efficient manner so as not to result in damage, destruction, impairment or casualty to the Building; (ii) taking such precautions as may be necessary or appropriate to prevent damage to the Building or injury to persons located therein or thereon, as the case may be; and (iii) so that upon expiration or earlier termination of this Agreement any damages caused to the Building are remedied such that the Building is restored to its former in kind condition with any and all debris removed, including but not limited to the Soundproofing Improvements (hereinafter defined), at Licensee's sole cost and expense. In the event of damage to the Building, Village shall provide Licensee with five (5) days' written notice of such damage with an opportunity to perform the repairs, which cure period shall be subject to equitable extensions if the cure is of such nature that it cannot be cured within the initial five (5) day period provided, however, that Licensee commenced the cure within the initial cure period and diligently pursues the completion of such cure. Licensee is solely responsible for the repair, replacement, and costs for any and all property damage of public property in connection with this Agreement. Should the Licensee not repair and/or replace said facilities in a timely fashion as determined by the Village, the Village shall have the sole right to have the damaged property corrected at the expense of the Licensee and all costs shall be borne by the Licensee.

b) Security Deposit. Licensee shall provide a security deposit, made payable to the "Village of Kenmore" for \$650.00. The security deposit shall be returned to Licensee within thirty (30) days of the end of the term, subject to an offset for any damages Village has notified Licensee of in a detailed writing no later than ten (10) days after the end of the License Term.

c) Access. Village shall provide Licensee with access to the Building between 11AM - 9 PM Monday through Friday, excluding legal holidays where Village offices are closed. Any modification of hours must be requested by the Licensee in writing submitted to the Village Clerk/Treasurer and, if approved by Village, must be approved by the Board for the Village (the "Village Board").

d) Parking. No Parking is allowed behind the Building or along the driveway entry (fire lane) to the rear parking lot. Parking is limited to available street parking and parking in front of the building (Wilber Avenue).

e) Village Access. Licensee shall not engage in any activity, nor permit any other Licensee Parties to engage in any activity, that, in the Village's sole judgment, disrupts, interferes with, or impairs the normal operations, functions, services, or systems of the Building. Licensee shall be liable for any damage caused by any Licensee Parties. Village reserves the right to immediately, without advance notice to Licensee, temporarily suspend or permanently terminate the License if necessary for the safety or renovation of the Building, or for the operational needs or institutional priorities of the Village. Licensee's use of the License Area shall only be that which is approved by the Village Board. Licensee shall not permit any other parties but Licensee Parties to use or occupy the License Area. Village shall have the right to access the Licensed Area at any time and for any purpose but agrees to use reasonable effort to avoid accessing the License Area without prior notice to Licensee.

f) Soundproofing. Subject to the terms of this Agreement, Village hereby grants Licensee the right, at Licensee's sole cost and expense, to install, construct, and maintain soundproofing, acoustic insulation, vibration isolation, and related noise-mitigation improvements (collectively, the "Soundproofing Improvements") within the License Area, provided that the Soundproofing Improvements do not materially and adversely affect the structural integrity of the Building or any portion thereof.

g) Access to Closet in Room 2. Licensee acknowledges that Village maintains the right to use the closed area located within Room 2 and will provide the Village with unlimited access this room. The Village-owned property shall remain locked and secured at all times. Licensee shall have no access to this area.

5. Applicable Laws. Licensee, in connection with its use of the License granted hereunder, shall abide by all applicable codes, laws, orders, rules, regulations and/or directives of each and every governmental authority having jurisdiction over the Building, including, without limitation, the Village of Kenmore, County of Erie, the applicable offices and agencies of the United States, New York State and all other municipal governmental authorities (each an "Applicable Law", collectively, the "Applicable Laws"), and shall pay all fees in connection therewith. Failure to comply with Applicable Laws or to otherwise comply with the terms of this Agreement is grounds for termination of this Agreement by Village on fifteen (15) days' written notice to Licensee.

6. Indemnification, Release & Liability. Licensee shall indemnify, defend and hold Village, its employees, tenants, guests, invitees, consultants, contractors, and agents (collectively the "Village Parties") harmless from and against any and all costs, losses, liabilities and claims (including reasonable attorneys' fees and expenses) (collectively "Losses") arising from or in connection with this Agreement, except to the extent such Losses are due to Village's gross negligence or intentional misconduct. Village reserves all of its rights and remedies in law and equity against Licensee and nothing in this Section 6 shall be deemed to be a waiver of the Village's rights. Licensee releases, waives, discharges and covenants not to sue the Village Parties from any and all Losses arising out of or in connection with this Agreement, regardless of whether such liability arises in tort, contract, strict liability or otherwise, but except to the extent such Losses are due to Village's gross negligence or intentional misconduct. Notwithstanding anything to the contrary herein, in no event shall Village be liable to Licensee for any Losses under this Agreement, except to the extent such Losses are due to Village's gross negligence or intentional misconduct.

7. Insurance. Before commencement of this Agreement, all insurance required shall be obtained at the sole cost and expense of the Licensee and the Licensee shall furnish to the Village a Certificate of Insurance in a form satisfactory to the Village showing that the Licensee has complied with this Section. Insurance shall be maintained with insurance carriers licensed to do business in New York State; shall be primary and non-contributing to any insurance or self insurance maintained by the Village; and shall be endorsed to provide written notice be given to the Village at least thirty days prior to the cancellation, non-renewal, or material alteration of such policies.

The endorsement shall name the Village, its officers, agents, and employees as additional insureds thereunder. This additional insured shall be primary and non-contributory.

The Licensee, throughout the term of this Agreement, or as otherwise required by this Contract, shall obtain and maintain in full force and effect on an occurrence form, the following insurance with limits as required by the terms of this Agreement or as required by law whichever is greater:

a) commercial general liability insurance for combined single limits of no less than two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) general aggregate.

Licensee's obligation to maintain the insurance required under this Section shall not limit or otherwise affect Licensee's indemnification obligations under Section 6 of this Agreement. The failure of Licensee to obtain or maintain any insurance required hereunder shall constitute a material breach of this Agreement, and Village may terminate this Agreement immediately upon written notice to Licensee.

8. Worker's Compensation and Disability Benefits. Workers' Compensation Law ("WCL") § 57 and § 220 require the heads of all municipal entities ensure that those applying for permits, licenses or contracts provide proof that they have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals, whether the municipality is having the work done or is simply issuing the permit, license, or contract. Licensee agrees to maintain and supply proof of Workers' Compensation Insurance and Disability Insurance. Failure to maintain and provide proof of such coverage or a legal exemption is grounds for immediate termination of this Agreement by Village.

Proof of Compliance with Workers' Compensation Coverage Requirements: In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to workers' compensation coverage, Licensee shall: (1) obtain such coverage from an insurance carrier; or (2) be a Workers' Compensation Board-approved self-insured employer or participate in an authorized self-insurance plan; or (3) be legally exempt from obtaining Workers' Compensation insurance coverage. An ACORD 25 form is **NOT** acceptable as proof of workers' compensation coverage. A Licensee seeking to enter into a contract with the Village **MUST** provide one of the following form upon request, prior to commencement of any work or services: CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage, which is available on the Workers' Compensation Board's website, www.wcb.ny.gov, under the heading "Forms"; OR C-105.2 - Certificate of Workers' Compensation Insurance; Licensees insured through the New York State Insurance Fund should use their version of the form, the U-26.3; OR SI-12 - Certificate of Workers Compensation Self-Insurance (the Licensee should call the Workers' Compensation Board's Self-Insurance Office at 518-402-0247), OR GSI-105.2 - Certificate of Participation in Workers' Compensation Group Self-Insurance.

Proof of Compliance with Disability Benefits Coverage Requirements: In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to disability benefits, a Licensee shall: (1) obtain such coverage from an insurance

carrier; or (2) be a Board approved self-insured employer; or (3) be legally exempt from obtaining disability benefits coverage. All the above-referenced forms, except the CE-200, SI-12 and DB-155, must show the Village as the Entity Requesting Proof of Coverage (entity being listed as the Certificate Holder).

9. Licenses. Licensee hereby agrees that it will obtain, at its own expense, all licenses or permits necessary for its operation, if any are necessary prior to the commencement of said operation.

10. Independent Contractor Status. Licensee covenants and agrees that it will conduct itself consistent with its status, said status being that of an independent Licensee and that itself, its employees or agents will neither hold themselves out as, nor claim to be an officer or employee of the Village, for such purposes as, but not limited to, Workers' Compensation coverage, Unemployment Insurance Benefits, Social Security or Retirement membership or credit.

11. Liens. In the event that any mechanic's lien arising in connection with the License is placed upon all or any portion of the Building, Licensee shall pay and discharge, or bond, and discharge such lien within thirty (30) days after written notice of such lien is received by Licensee from Village. The provisions of this Section 11 shall survive the expiration or earlier termination of this Agreement.

12. Notices. All notices, demands, requests or other communications required to be given or which may be given hereunder (each a "Notice" and collectively, the "Notices") shall be in writing, signed by the party giving the same or by its attorneys, and shall be delivered by either email, Federal Express or other reputable overnight courier (next business day delivery) prepaid by the sender. All such Notices shall be deemed delivered (i) if sent by email upon the electronic sending thereof or (ii) if by Federal Express or other reputable overnight courier on the next business day following the date of deposit with Federal Express or such other reputable overnight courier for next business day delivery to the parties. All Notices shall be addressed as follows (or to such other addressee or addresses as may be designated by any party hereto by Notice addressed to each of the other parties listed below):

If to Village:

Village Clerk's Office
Village of Kenmore
2919 Delaware Ave
Kenmore, New York 14217

Attention: Kathleen P Johnson, Clerk/Treasurer
Email: kjohnson@kenmoreny.gov

If to Licensee:

Moon Rock Music
33 Colton Dr.
Buffalo, NY 14216

Attention: Brian Pitonak
Email: moonrockmusicbuffalo@gmail.com

13. Notice of Injury. In the event that Licensee's employee, agent, or sub-Licensee is injured or causes injury or damage while in performance of services under this Agreement then Licensee shall deliver written notice to the Village within twenty-four hours of any such injury or damage.

14. Termination of Agreement. Upon the expiration or earlier termination of this Agreement, the License granted herein shall be extinguished and terminated, neither party shall have any further right, obligation, or liability to the other hereunder, except with respect to those provisions that expressly survive the expiration or earlier termination of this Agreement, and Licensee shall immediately cease all work under this Agreement and remit all outstanding funds, if any, due to the Village. No such termination or expiration shall affect or discharge any obligations of either party, which arose prior to the effective date of termination with respect to warranties, indemnification, monies owed or confidential information.

15. Default. If (a) Licensee shall default in fulfilling any of its obligations hereunder and such default is not cured within five (5) days after receipt by Licensee of written notice of such default, unless such default is not curable within said five (5) day period and Licensee fails to commence to cure the default with such five (5) day period and diligently pursue the cure thereof and in any event cure the default within thirty (30) days after receipt of the notice of default or (b) a representation made by Licensee is not true or is otherwise breached in any material respect (an "Event of Default"), then Village may exercise all rights and remedies it has at law or in equity, including, terminating this Agreement, and injunctive or other relief compelling the Licensee to cure such Event of Default, and the Village shall be entitled to recover all damages incurred as a result of such Event of Default. Licensee agrees that, upon notice from the Village, it will immediately take steps to remedy any Event of Default under this Agreement.

16. No Interest In Real Property. Other than the License and access to the Building and License Area granted under the terms of this Agreement, Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Building by virtue of this Agreement; and this Agreement shall not create any interest in real property, nor does it grant, convey, or otherwise transfer any interest in the Building or License Area (including, without limitation, any leasehold interest or easement) to Licensee.

17. Construction. The parties acknowledge that all parties and their counsel have reviewed this Agreement. All signatories to this Agreement acknowledge that it has been negotiated at arm's length and in good faith, and that each has relied upon independent legal counsel of their choice.

18. Assignment. Licensee shall not assign, convey, or transfer any interest in any or all of this Agreement without the prior written consent of Village, which may be withheld in its sole discretion.

19. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, and by different parties on different counterparts, each of which shall constitute an

original and all of which together shall constitute one and the same agreement. Electronic signatures shall be accepted for all purposes and considered an original.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to its conflict of laws principles. All disputes arising hereunder, unless resolved by mutual agreement of the parties shall be resolved by a court of competent jurisdiction in and for the County of Erie, New York. **THE PARTIES HEREBY WAIVE ANY TRIAL BY JURY IN CONNECTION WITH ANY SUCH ACTION RELATING TO THIS AGREEMENT.**

21. No Waiver. Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and the non-waiving party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance by the other party of any and all of the provisions of this Agreement to be performed by the other party

22. Third Party Beneficiary. This Agreement is solely for the benefit of Licensee and Village (and their successors and permitted assigns). No other person, party or entity shall have any rights hereunder nor shall any other person, party or entity be entitled to rely upon the terms covenants and provisions contained herein. This Section shall survive the expiration or sooner termination of this Agreement.

23. No Oral Modification. This Agreement may not be changed orally. No modification of any provision of this Agreement shall be valid and the same may not be terminated or abandoned except by a writing signed by the parties to this Agreement. No consent or waiver may be enforced unless such consent or waiver shall be in writing and signed by the party against whom enforcement thereof is sought.

24. Entire Agreement. This Agreement contains all of the terms agreed upon between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous written or oral understandings. This Agreement may not be changed, modified, or terminated except by a written instrument executed by the parties hereto.

25. Unenforceable Provisions. Any provision of this Agreement that is unenforceable under, or is invalid or contrary to, the laws of New York, or the inclusion of which would affect the validity, legality or enforcement of this Agreement, shall be of no effect, and in such case all the remaining terms and provisions of this Agreement shall subsist and be fully effective according to the tenor of this Agreement, the same as though no such invalid portion had ever been included herein.

26. Authorizations. The persons signing this Agreement below represent that they are duly authorized to execute this Agreement on behalf of either the Village or the Licensee respectively, and with full force and binding effect upon such party. **Licensee acknowledges that this Agreement has no force and effect unless approved by the Village Board.**

27. Recitals. The above recitals are hereby incorporated and made part of this Agreement.

28. Headings. The headings in this Agreement are for ease of reference only and shall have no bearing on the interpretation of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

VILLAGE:

VILLAGE OF KENMORE

By: _____

Name:

Title:

LICENSEE:

MOON ROCK MUSIC

By: _____

Name: Brian Pitonak

Title:



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

AUGUST 27, 2026

Mr. Mayor and fellow Board members,

I am requesting permission for Jim Scholt and I to attend the 97 Annual Fall Superintendent Conference in Saratoga Springs from 9/29/26 – 10/2/26, with expenses. Thank you.

David Root

Superintendent of Public Works

Village of Kenmore

VILLAGE OF KENMORE, NEW YORK
Office of the Clerk

**At a regular meeting of the Board of Trustees of the Village of Kenmore, New York,
held on the 1st day of September 2026, the following Resolution was adopted:**

AMENDMENTS TO THE FISCAL YEAR COMMUNITY DEVELOPMENT BUDGET

Trustee _____ moved for approval of the following Resolution:

WHEREAS, it is requested that the Village Board approve and authorize certain budget line transfers; and,

WHEREAS, balances are being transferred from projects that require budget adjustments to ongoing community development activities,

NOW, THEREFORE,

BE IT RESOLVED that Kenmore Village Board of Trustees does hereby approve and authorize the following Community Development budget line transfers in the Community Development budget:

2022

\$24,641.10	FROM	Rehab Admin – Single Unit (Ent) (#8692 160 83518)
\$24,641.10	TO	Sidewalks/Trees (#8692 160 83501)

2022

\$103,171.43	FROM	Rehab Admin – Single Unit (PI) (#8692 160 83518)
\$103,171.43	TO	Sidewalks/Trees (#8692 160 83501)

Dated: September 1, 2026