

**LEGAL NOTICE
NOTICE OF HEARING**

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, October 20, 2026 by the Board of Trustees for the Village of Kenmore to consider, and possibly adopt, a proposed Local Law which would establish a Business Occupancy Permitting process. In order to maintain or open a business, a permit would be needed which would provide emergency contact information and require the business owner to provide detailed information about the type of business and products which will be on the premises to determine if the business is allowed in the zoning district where the business is located. The local law would also establish the procedure for obtaining a permit and penalty for violations. The proposed law is available to review in the Office of the Clerk/Treasurer during business hours and on the Village of Kenmore website: <https://kenmoreny.gov>.

Kathleen P. Johnson
Clerk/Treasurer, Village of Kenmore

VILLAGE OF KENMORE, NEW YORK
Local Law No. [X] of 2026

A Local Law Establishing a Business Occupancy Permitting Regime

Section 1: Purpose and Intent.

The purpose of this Article is to provide for the licensing and registration of businesses located within the Village and to establish the procedures to be followed with respect to administration thereof. In enacting this Article, the board of trustees finds that the licensing of commercial operations promotes the public health, safety, and welfare by providing a central repository of emergency contact information for businesses and facilitates responsible business practices by clearly defining the goods and services offered by the Village's commercial establishments.

Section 2: the Kenmore Municipal Code is hereby amended to add a new Article VI titled Business Occupancy Permit to Chapter 12 (Licenses, Permits and Business Regulations) beginning with new Section 12-88 and additional sections to read in their entirety as follows: Article VI - Business Occupancy Permit.

Section 12-88: Business Occupancy Permit Required.

- (a) No person shall operate or maintain a business within the Village without first having obtained a business occupancy permit authorizing the operation of said business by said operator at the specific business location.
- (b) For the purposes of this Article, "business" shall be broadly defined as any commercial enterprise, whether or not conducted for profit, that involves the sale, lease, or exchange of goods or merchandise; or the rendering of any service, performance, or labor for compensation, fee, commission, or other consideration, and which is carried on, transacted, or maintained, in whole or in part, within the Village of Kenmore.
- (c) A business occupancy permit must be obtained whenever there is a significant change in management, location, goods and services provided, or property ownership. The business occupancy permit shall run indefinitely unless such a change occurs.
- (d) Operating a business without a business occupancy permit, offering goods and services outside the scope of those described on the business occupancy permit, or knowingly providing false information on an application for a business occupancy permit shall be punishable as set out in Section 12-93 of this Article.

Section 12-89: Application for Business Occupancy Permit.

- (a) An application for a Business Occupancy Permit shall be made to the Village Building Department on forms prescribed by the Village Clerk. The application shall request relevant information relating to the business operator and the business to be conducted at the premises.
- (b) The business occupancy permit application shall be accompanied by a payment of application fees as set by the Village Clerk from time to time.

Section 12-90: Inspections.

- (a) Upon receipt of an application for a business occupancy permit, the building inspector shall review the application and the business location to ensure that the operation of the business at that location will be in compliance with all applicable building and zoning laws.
- (b) The building inspector and chief of police may cause an inspection of the premises to be made to determine whether the applicant is complying with the laws and ordinances which they are charged with enforcing. Such officers and members of their staff shall have the right to enter upon any premises for which a business occupancy permit is sought for the purpose of making such an inspection during normal business hours and shall also have the authority to seek warrants where the same are constitutionally required.

Section 12-91: Issuance of Permit.

- (a) No business occupancy permit shall be issued unless the applicant has fully complied with the provisions of this Article.
- (b) Upon the Village Building Department's receipt of a complete application for a business occupancy permit, the verification of the information contained therein, and the completion of any inspections deemed necessary under Section 12-90 of this Article, the Building Department shall issue the business occupancy permit allowing the operation of the business described upon the application.
- (c) No person shall maintain or operate a business for which a business occupancy permit is required under this Article more than 90 days after the effective date of this Article, unless he or she has properly filed a business occupancy permit application. Initial Permits shall be issued or denied within 150 days after the effective date of this Article. Thereafter, business occupancy permits shall be issued or denied within 30 days after an application is completed.

Section 12-92: Compliance for Existing Businesses.

Businesses existing as of the date of the effective date of the Local Law enacting these provisions shall have six (6) months from the effective date to comply with these provisions. The failure for such existing businesses to comply in the aforementioned time frame will result in violations consistent with this Article.

Section 12-93: Violations.

- (a) Any person who operates a business without a business occupancy permit or offers goods and services outside the scope of those described therein shall be given written notice of the requirements hereunder and shall be advised to cease and desist from business operations until such time as a new or updated business occupancy permit shall be obtained or operations return to their approved scope.
- (b) Any person who shall continue any violation of this Article shall be guilty of a separate offense with respect to each day of continued violation and on conviction thereof shall be punished as provided in Section 1-7 of the Kenmore Village Municipal Code. of the Village Code.

- (c) The building inspector shall retain the authority, upon good cause shown, to suspend the business occupancy permit of a permit holder who violates the provisions of this Article. Prior to such suspension, the business shall be given notice of the intent to revoke the business occupancy permit and shall have an opportunity to be heard. The notice shall be sent by certified mail, return receipt requested, at least seven (7) days before such revocation to the business at the address listed on the application.
- (d) Upon good cause shown, the board of trustees of the village may revoke any business occupancy permit. Prior to such revocation, the business shall be given notice of the intent to revoke the business occupancy permit and shall have an opportunity to be heard. The notice of a hearing before the board of trustees on the matter shall be sent by certified mail, return receipt requested, at least seven (7) days before such hearing to the business at the address listed on the application.

Section 12-94: Severability.

If any provision of this Article is for any reason held unconstitutional or otherwise invalid by any court of competent jurisdiction, the remaining provisions of this Article shall remain in effect. Such decision shall not affect the remainder of this Article. The Village hereby declares that it would have passed this local law and each section and subsection thereof, irrespective of the fact that any one or more of these sections, subsections, sentences, clauses, or phrases may be declared unconstitutional or invalid.

Section 12-95: Effective Date.

This Article shall be effective immediately upon filing with the Secretary of State.

VILLAGE OF KENMORE, NEW YORK
Office of the Clerk

**At a meeting of the Board of Trustees of the Village of Kenmore, New York held on the 6th day of
October, 2026, the following Resolution was adopted:**

RESOLUTION RE: 2026-2027 FISCAL YEAR BUDGET AMENDMENT

Trustee _____ offered the following resolution and moved its adoption:

WHEREAS, the Kenmore Police Department has received a Grant from the Governor's Traffic Safety for the Kenmore Police Department in the amount of \$1,852.36.

NOW, THEREFORE BE IT RESOLVED,

That the Village of Kenmore Board of Trustees does hereby approve the following amendment to the 2026-2027 budget:

01-3120-0001-0100 – Police Payroll

Increase of \$1,852.36

01-1000-3389-0000 – Revenue State Aid – Public Safety

Increase of \$1,852.36

Seconded by Trustee _____ and adopted by a full vote in the affirmative.

State of New York)
County of Erie) ss:
Village of Kenmore)

I, KATHLEEN P. JOHNSON, Village Clerk of the Village of Kenmore, New York, do hereby certify that I have compared the foregoing with the original minutes of the regular meeting of the Board of Trustees of said Village held on the 6th day of October, 2026, and that the resolution duly adopted by the Board of Trustees is on file in my office, and that the foregoing is a true and correct transcript from said original minutes and in part thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and Seal of said Village this 7th day of October, 2026.

Village Clerk-Treasurer

A G R E E M E N T

THIS AGREEMENT, entered into this _____ day of _____, 2026, between the Town of Tonawanda, a municipal corporation of the State of New York, with principal offices located at 2919 Delaware Avenue, Kenmore, New York 14217, (hereinafter referred to as the "Town"), and the Village of Kenmore, a municipal corporation located at 2919 Delaware Avenue, Kenmore, New York 14217, (hereinafter referred to as the "Subrecipient").

W I T N E S S E T H

WHEREAS, the parties hereto have entered into a cooperation agreement for the purpose of undertaking or assisting in undertaking essential community development and housing assistance activities and publicly assisted housing under the Housing and Community Development Act of 1974 as amended (hereinafter referred to as the "Act"); and

WHEREAS, the Town has received a grant from the Department of Housing and Urban Development (hereinafter referred to as "HUD") for the purposes of the Act; and

WHEREAS, the Town desires to enter into an agreement with the Subrecipient for the purpose of undertaking eligible activities under the Act;

NOW, THEREFORE,

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO, as follows:

1. DEFINITIONS.

- a. **"Town"** shall mean the Town of Tonawanda.
- b. **"Subrecipient"** shall mean the Village of Kenmore.
- c. **"HUD"** shall mean the United States Department of Housing and Urban Development.
- d. **"Act"** shall mean the Housing and Community Development Act of 1974, as amended.
- e. **"Federal Government"** shall mean the Government of the United States all departments thereof heretofore or hereinafter created, including "HUD".

f. **"Project"** shall mean the approved work described in Exhibit "A" to be performed by the Subrecipient under the terms of the Housing and Community Development Act of 1974 and as amended, all implementing present and future federal government regulations, and this contract.

g. **"Supervisor of Insurance"** shall mean the Town Clerk of the Town of Tonawanda.

2. EXHIBITS INCORPORATED.

The following exhibit is attached to this Agreement and made a part hereof.

a. Exhibit "A" - Project Description/Schedule for Completing the Work Budget

The following exhibits are not attached but are included by reference and are found in the FY 1993 CDBG contract.

b. Exhibit "B" - Applicability of 2 CFR Part 200 for Governmental Entities and those Entities, which are not governmental

c. Exhibit "C" - Eligible Community Development Block Grant Activities

d. Exhibit "D" - Use of Real Property

e. Exhibit "E" - Program Income

f. Exhibit "F" - Records to be maintained

g. Exhibit "G" - Reports to be maintained

h. Exhibit "H" - 2 CFR Ch. I and II, Parts 200, 215, 220, 225, and 230 sets forth accounting rules and regulations for federal awards.

i. Exhibit "I" - Guide to CDBG Eligible Activities

VILLAGE OF KENMORE CONTRACT CONDITIONS

1. **Time of Performance:** The Subrecipient shall complete their CDBG program within an 18 month period beginning with the Town's receipt of its letter of credit for the FY 2026 CDBG program. The Town will notify the Subrecipient of the receipt of the letter of credit. In order to meet the HUD Timeliness Test as stipulated in CFR Part 570.902, the Subrecipient agrees to not have more than 1.5 times the entitlement funding amount on hand for its current program year. In the event that it appears the Subrecipient will not be

able to drawdown its available grant funds in a timely manner to meet this federal requirement, the entitlement grantee and the Subrecipient may seek remedy as stated in Section 6.

2. Compensation of CDBG Activity: The Subrecipient represents and agrees that the FY 2026 Community Development Block Grant in the amount of \$252,408 and \$50,000 in estimated program income, includes substantially all costs needed by the Subrecipient to undertake the activities as described in Exhibit "A" of this Agreement. The Town shall pay the amount of approved actual expenditures NOT TO EXCEED the budget listed in Exhibit "A".
3. Method of Payment: The Town will pay the stated \$252,408 and \$50,000 in estimated program income upon receipt of a voucher from the Subrecipient for expenditures for eligible projects as listed in Exhibit "A" of this Agreement. In each instance the Subrecipient shall specify that he has performed the work under this Agreement in conformance with the Agreement and that he is entitled to receive the amount requisitioned under the terms of the Agreement.
4. Termination of Contract for Cause: If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the Town shall thereupon have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Subrecipient under this Agreement, shall, at the option of the Town, become its property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
5. Termination for Convenience of Town: The Town may terminate this Agreement at any time by giving written notice to the subrecipient of such termination and specifying the effective date of such termination. In that event all finished or unfinished documents and other materials as described in this Agreement, shall at the option of the Town, become its property. If the Agreement is terminated by the Town, as provided herein, the same ratio to the total compensation as the services actually performed bear to the total services of the Subrecipient covered by this Agreement, less payments of compensation previously made.
6. Remedies for Non-Compliance: If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the Town shall thereupon have the right to impose one or any combination of the following remedies for non-compliance: (1) Temporarily withholding cash payments pending correction of the deficiency; (2) Disallowing all or part of the cost of the activity or action not in compliance; (3) Wholly or partly suspending or terminating the current award; (4)

Withholding further awards; (5) Assist the Subrecipient using appropriately trained Town personnel to regain compliance; and (6) Taking other remedies that may be legally available.

7. Civil Rights: The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of the Housing and Community Development Act of 1974, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 14173.
8. Interest of Members of the Village of Kenmore: No officer, member, or employee of the Village of Kenmore and no member of its governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking of this project, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly interested or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
9. Assignability: The Subrecipient shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Town thereto: Provided however, that claims for money due or to become due to the Subrecipient from the Town under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Town.
10. Interest of Subrecipient: The Subrecipient covenants that he presently has no interest and shall not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having any such interest shall be employed.
11. Findings Confidential: Any reports, information, data, etc., given to or prepared or assembled by the Subrecipient under this Agreement which the Town requests to be kept confidential shall not be made available to any individual or organization by the Subrecipient without the prior written approval of the Town.
12. Officials not to Benefit: No members of or Delegates to the Congress of the United States of America, Resident Commissioner, or Village of Kenmore officials or employees engaged in the administration of the grant shall be admitted to any share or part thereof or to any benefit to arise herefrom.
13. Publication, Reproduction, and Use of Material: No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The Town shall have unrestricted authority to publish, disclose, distribute and

otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement.

14. Audits and Inspections: At any time during normal business hours and as often as the Town may deem necessary, there shall be made available to the Town for examination all of Subrecipient's records with respect to all matters covered by the Agreement and the Subrecipient will permit the Town to audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel conditions of employment and other data relating to all matters covered by this Agreement. The Subrecipient shall commission an audit of the CDBG award to be performed either on an annual or fiscal year basis as is appropriate.
15. Refusal to Testify, Grounds for Cancellation, Disqualification: Upon refusal by the Subrecipient, or if the Subrecipient is a firm, partnership, or corporation, upon refusal of a person who is a member, partner, director, or officer of any firm, partnership or corporation of which the Subrecipient is also a member, partner, officer or director, when called before a Grand Jury to testify concerning any transaction or Contract with the State, any political subdivision thereof, a public authority or with any public department, agency, or official of the State or any political subdivision thereof, or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, the contractor, such other person, and any firm, partnership, director or officer, shall be disqualified after such refusal from selling to or submitting bids to or receiving awards from or entering into any contracts with the Town for goods, work or services for a period of five (5) years and this agreement at the option of the Town may be cancelled or terminated without incurring any penalty or damages on account of such cancellation or termination, provided, however, that any monies owing hereunder for goods delivered or work done prior to such cancellation or termination shall be paid.
16. Program Income: Program income received by the Subrecipient may be retained by the Subrecipient and shall be used to undertake eligible activity as described in Section 570.504 Program Income of the CDBG rules and regulations which is incorporated by reference and is contained in last year's contract, and that all the provisions of the written agreement shall apply to such activities. The Subrecipient agrees that program income generated from repayments to, or interest earned on, a revolving fund shall be substantially disbursed before additional cash withdrawals are made from the U.S. Treasury.
17. Reversion of Assets: Upon the expiration of the Agreement the Subrecipient agrees to transfer to the Town any Community Development Block Grant (CDBG) funds on hand at the time of expiration and any accounts receivable attributed to the use of CDBG funds. Any property acquired or improved in whole or in part with CDBG funds in excess of \$25,000 by the Subrecipient will be used by the Subrecipient to meet one of the national objectives as described in Section 570.503(b)(8) of the CDBG regulations which is incorporated by reference and is contained in last year's contract, until five (5) years after expiration of the Agreement or will be disposed of in a manner comparable to that

described in Section 570.505(b) of the CDBG rules and regulations which is incorporated by reference and is contained in last year's contract.

18. Private Contractors: The Subrecipient agrees that in the event it contracts with private contractors for any project or part of the project undertaken pursuant to this Agreement, it will observe the Laws of New York and Federal Government requirements as detailed in Section 110; §570.603; 40 USC, Chapter 3, Section 276a-276a-5; 29 CFR Part 1, 3, 5, 6 and 7; 40 USC, Chapter 3 Section 276c; 18 USC, Part 1, Chapter 41, Section 874; 29 CFR Part 3; 40 USC Chapter 5, Sections 326-332; 29 CFR Part 4, 5, 6 and 8; 29 CFR Part 70 to 240 which is incorporated by reference. The Subrecipient will coordinate with the Town of Tonawanda Community Development Coordinator regarding bidding requirements and the letting of private contracts prior to the release of bidding documents and award of contract.
19. Federal and State Requirements: The Subrecipient agrees to abide by all present and future applicable New York State and Federal Government requirements in performing the project described in Exhibit "A" attached hereto and made a part hereof. Federal Labor Standards and Prevailing Wage Rates are to be observed as required. 2 CFR 200-230 shall be observed as required and is incorporated by reference.
20. Hold Harmless and Indemnification: To the fullest extent permitted by law, Subrecipient shall defend, indemnify, and hold harmless the Town of Tonawanda, its Town Board, Officials, Employees and Agents from and against all claims, damages, losses and expenses including but not limited to, attorneys' fees arising out of, in connection with, and/or incident to Subrecipient's performance of the work, including work performed by any subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from.

In any and all claims against the Town of Tonawanda, its Town Board, Officials, Employees and Agents by an employee of Subrecipient, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the foregoing indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation acts, disability benefit acts or other employee benefit acts.

21. Insurance Requirements: The Subrecipient agrees to secure compensation and disability insurance for the benefit of, and keep insured during the life of this Agreement, such employees as are necessary to be insured in compliance with the provisions of the Workers' Compensation Law of the State of New York and this Agreement shall be voided at the election of the Owner and of no effect unless the Subrecipient complies with this provision.

The following minimum limits of insurance shall be evidenced to the Town by any

Subrecipient during the course of this Agreement. The Subrecipient shall, at his sole cost, maintain in full force and effect the insurance listed below:

- | | | |
|----|--|---|
| a. | Workers' Compensation
Employer's Liability | New York State Statutory
Unlimited in New York |
| b. | Commercial General Liability
Including Products Liability | |

Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 aggregate

1. Coverage must name the **Town of Tonawanda, its Town Board, Officials, Employees and Agents as an Additional Insured**, on a primary and non-contributory basis and that coverage must be shown on the Certificate.
 2. Coverage should include Explosion, Collapse, Underground Hazard and Contractual Liability coverage.
 3. Cover should include a “Per Project” or “Per Location” endorsement that is listed on the Certificate.
 4. Continued coverage shall remain in force for at least three years following the date of completion of the project.
- c. Auto Liability \$1,000,000 per accident
- d. Excess Umbrella Liability \$3,000,000 per occurrence
Providing Excess limits over the General and Auto Liability coverage listed above
- e. Disability Coverage New York State Statutory

The Subrecipient shall cause the Owner to be furnished with certificates which shall in each instance show the name of the insurance carrier, policy number, effective date and expiration date and shall be signed by an authorized representative of the carrier. Each certificate shall also state that in the event of any material change in or cancellation of said policy, the Owner will receive thirty (30) days' prior written notice of such change or cancellation. Each certificate shall state that any such notice shall be sent to the Town of Tonawanda.

Instructions for Preparing Certificates – The original certificate evidencing the above coverage shall be submitted prior to the commencement of work to the Town of Tonawanda Technical Support Department, 2919 Delaware Avenue, Kenmore, New York 14217. Evidence of renewal coverage must be submitted to the Town of Tonawanda Technical Support Department by the date of the renewal. Coverage must be written by insurance company with a rating of at least B+ according to Best Key Rating Guide.

22. Records and Reports: The Subrecipient agrees to begin work within a reasonable time after execution of the Agreement. It further agrees to maintain specific records which are in

compliance with 570.506 Records of the CDBG rules and regulations which is incorporated by reference and found in last year's contract, in order to assist the recipient in meeting its record keeping requirements. The Subrecipient further agrees to submit to the recipient certain reports which are in compliance with 570.507 Reports of the CDBG rules and regulations which is incorporated by reference and found in last year's contract, in order to assist the recipient in meeting reporting requirements. The Subrecipient further agrees to submit to the Recipient certain reports as detailed in Exhibit "A".

23. Compliance: The Subrecipient agrees to carry out each activity in compliance with all Federal laws and regulations described in Subpart K of the regulations attached hereto and made a part hereof as follows, except that: the Subrecipient does not have to assume the Town's responsibility for environment (as described in 570.604 or the responsibility for initiating the review process under Executive Order 12372, as described in 570.612.
24. Appropriations under the Act: This Agreement shall be valid only to the extent that the Federal Government appropriates monies for the project under the Act.
25. Amendment: This contract may be amended only by written instruments executed by the parties to this Agreement except that Exhibit "A" may be amended to add, delete and/or modify projects and project budgets within the amount of funding allocated for the Subrecipient's projects by notification in writing to the Town accompanied by a copy of a resolution approved by the Village Board of the Village of Kenmore at a duly called meeting authorizing such additions, deletions and/or modifications. Such amendment shall be in conformity with applicable federal requirements.
26. Notice and Communication: Any notice, request or other communication required or permitted to be given hereunder shall be in writing and delivered personally or sent registered or certified mail, return receipt requested, to the recipient at the address designated for such party in the Agreement or to such other address as such recipient may have last designated by notice similarly given.
27. Obligations of Subrecipient With Respect to Certain Third Party Relationships: The Village of Kenmore shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of this Agreement. The Village of Kenmore shall, by contractual requirement, covenant, or other binding commitment assure the compliance on the part of any contractor, subcontractor, transferee, successor in interest or other participant in the activities pursuant to this Agreement, with the lawful requirements of the Town necessary to insure that activities pursuant to this Agreement are carried out in accordance with the Town's assurances and certifications pursuant to the Community Development Block Grant Program.
28. Anti-Lobbying: To the best of the jurisdiction's knowledge and belief:
 1. No Federal appropriated funds have been paid, by or on behalf of it, to any person

for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

29. The Village shall include the Section 3 Clause for Contracts in contracts funded with CDBG funds that require the Section 3 Compliance.

SECTION 3 CLAUSE FOR CONTRACTS

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. If Section 3 hiring is to be completed specifically for this contract the contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's hiring commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. Copies of such notices will be provided by the Town.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as

provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

- E. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - F. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
30. The Subrecipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's infrastructure project. Pursuant to HUD's Notice, "Public Investment Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.
31. Additional Federal Policy Requirements per U.S. Department of HUD Office of Community Planning and Development Federal Award Agreement
- A. The subrecipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government.
 - B. The subrecipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.
 - C. The subrecipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964.
 - D. The subrecipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment.

- E. This Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or any requirements implementing Executive Orders that have been revoked.
- F. The subrecipient must administer this project in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.
- G. No state or unit of general local government that receives funding under the CDBG grant (and therefore none of their subrecipients or contractors) may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.
- H. The subrecipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.
- I. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.
- J. Awards to subrecipients made under, relating to or arising out of the Federal Award will not be used to engage in illegal racial discrimination, including racial preferences.
- K. Awards to subrecipients made under, relating to, or arising out of the Federal Award will not be distributed in a way that violates or otherwise is used to interfere with constitutional protections guaranteed for speech and religious beliefs and the free exercise of religion.
- L. Awards made under, relating to, or arising out of the Federal Award will not be used to fund any project, service provider, or organization that operates illegal drug injection sites or "safe consumption sites" in violation of 21 U.S.C. § 856, knowingly permits the use or distribution of illicit drugs on property under their control in violation of 21 U.S.C. 856(a)(2), or knowingly distributes drug paraphernalia in violation of 21 USC 863. This is not a requirement that program participants must be sober in order to receive assistance, participate in treatment in order to receive assistance, or be evicted or exited from assistance for a first-time violation of a drug-related program policy or lease requirement.
- M. All agreements or contracts made under, relating to, or arising out of the Federal Award must contain the same terms and conditions as those in the grant agreement issued by HUD.

EXHIBIT "A"

Project Description/Schedule for Completing Work/Budget

A. Residential Rehabilitation

1. Description – 0% Deferred Payment Loans

The Village of Kenmore will use CDBG funds to offer no-interest deferred payment loans to income eligible homeowners in the Village of Kenmore to rehabilitate their house.

Description – Residential Rehabilitation Administration

The Village of Kenmore will use a part-time code enforcement officer and clerical staff for the Residential Rehabilitation Program.

2. Schedule

The Village of Kenmore will obligate the funds budgeted for Rehabilitation within an eighteen (18) month period from the date of this contract for the CDBG Fiscal Year 2026.

Time Table for Issuing Loans:

April 1, 2026 to September 30, 2027 – approximately 2 single family unit loans; 1 multiple family unit loan

3. Budget

The Village of Kenmore Residential Rehabilitation Budget

FY 2026 CDBG funds	- \$43,000
FY 2026 Estimated Program Income	- \$50,000
Line Item Budget:	
Rehabilitation Loans	- \$93,000
Lead Paint Testing	- \$2,000

4. Records

The Village of Kenmore shall maintain the HUD required records on the expenditure of CDBG funds for residential rehabilitation loans and the administration of the loan program, and program income from the repayment of loans.

Who -	Kathleen Johnson, Village Clerk-Treasurer
Who -	Molly Palumbo, Residential Rehabilitation Administrator
Who -	Michael Berns, Code Enforcement Officer
What -	Budgeted, obligated and expended funds for the loans issued. Program Income received from the repayment of loans.
Where -	The Village of Kenmore Clerk/Treasurer's Office, 2919 Delaware Avenue – Room 17, Kenmore, New York 14217
When -	Beginning with the execution of the Agreement with the Town of Tonawanda and for the period stated herein

The Village of Kenmore shall maintain residential rehabilitation records required by its Village of Kenmore Residential Rehabilitation Program guidelines:

Who -	Molly Palumbo, Residential Rehabilitation Administrator
Who -	Michael Berns, Code Enforcement Officer
What -	Records required by the Village of Kenmore Residential Rehabilitation Program Loan Guidelines to include but not limited to the following:

For Single Family Dwellings - A verified certification from the assisted person that his/her family income does not exceed the HUD Income Limits for family size. A copy of the income limits and the point and time when the benefit was determined. Written Agreement with the loan recipient.

For Multi Family Dwellings (2+ Units) - A copy of a written Agreement with each loan recipient; number of units in the structure; number of units which will be occupied by low and moderate income households after assistance; total cost of the rehabilitation, including CDBG and non-CDBG funds; the size and income of the household for each unit occupied by a low and moderate income household. Each file shall contain the income limits applied and the point in time when the benefit was determined. Affordability of the units should be established. Tenant Anti-Displacement Notifications.

Where - The Village of Kenmore Clerk/Treasurer's Office, 2919 Delaware Avenue – Room 17, Kenmore, New York 14217

When - Beginning with the Execution of the Agreement with the Town of Tonawanda and for the period stated herein

All records shall be made available to the Town of Tonawanda by April 30, 2027, so that the Town may include the recorded information in its Grantee Performance Report and in its Consolidated Plan.

B. Neighborhood Revitalization

1. Description

Sidewalk Improvements - The Village of Kenmore will construct sidewalk improvements in designated low-moderate income census tract block group areas and construct ADA ramp improvements to provide safe and accessible pedestrian travel throughout the Village.

Street Resurfacing/Improvements – The Village of Kenmore will mill and pave streets in designated low-moderate income census tract block group areas to provide safer travel.

Sanitary Sewer Replacement – The Village of Kenmore will line and/or replace and repair sewer lines located in CDBG-eligible areas. Infrastructure projects also serve to improve the overall function of the system by reducing inflow and infiltration (I&I).

2. Schedule - The Village of Kenmore will obligate the funds budgeted for Neighborhood Revitalization within an eighteen (18) month period from the date of this contract for the CDBG Fiscal Year 2026.

Time Table for Construction projects:

Sidewalk improvements during fiscal year 2026 – summer/fall 2026 and spring 2027.

Street resurfacing/improvements during fiscal year 2026 – summer/fall 2026 and spring 2027.

3. Total Budget FY 2026 \$176,408 (Sidewalk Improvements)
FY 2026 \$ 1,000 (Street Resurfacing/Improvements)

4. Records

The Village of Kenmore shall maintain financial records on the expenditure of CDBG funds for neighborhood revitalization projects. The Town of Tonawanda Community Development Office will maintain the records relating to the bid process, the interview of employees, payroll and related construction records.

Who - Kathleen Johnson, Village Clerk-Treasurer
What - Budgeted, Obligated and Expended Funds for the Engineering Costs and the Sidewalks/Streets/Sewers Rehabilitated.
Where - The Village of Kenmore Clerk/Treasurer's Office, 2919 Delaware Avenue – Room 17, Kenmore, New York 14217
When - Beginning with the execution of the Agreement with the Town of Tonawanda and for the period stated herein

The Town of Tonawanda Community Development Office shall maintain records to demonstrate that the neighborhood revitalization project meets the national objective.

Who - Ms. Kailee Van Brunt, Community Development Coordinator
What - The Boundaries of the Service Area; Percent of Low and Moderate Income Persons in the Service Area.
Where - The Town of Tonawanda Community Development Office, 2005 Sheridan Drive, Suite 100, Buffalo, NY 14223
When - Beginning with the Execution of the Agreement with the Town of Tonawanda and for the period stated herein.

All records shall be made available to the Town of Tonawanda by April 30, 2027, so that the Town may include the recorded information in its Grantee Performance Report and its Consolidated Plan.

C. Public Service

1. Description

Community Policing – The Village of Kenmore Police will continue their increased police services in CDBG eligible streets of the Village of Kenmore. The community police service provides a policeman to patrol the streets within the boundary of the service area on a golfcart- style vehicle. Residents of the area will be able to file police reports, seek advice on public safety, receive police advice for specific problems, share information with the police regarding neighborhood problems or criminal activity and obtain general advice on problems covered by

local law.

Domestic Violence Advocate – The Village of Kenmore will enter into a subrecipient agreement with Child and Family Services of Erie County to provide a part-time domestic violence advocate located at the Kenmore Police Department to assist with the primary needs of domestic violence survivors in the Village of Kenmore.

2. Schedule

Community Policing – This service will begin April 2026 and run through the end of November to residents along CDBG-eligible streets located in the Village of Kenmore.

Domestic Violence Advocate – This service will begin April 1, 2026 and run through March 31, 2027.

3. Budget

The Village of Kenmore Community Policing Budget
FY 2026 CDBG funds - \$20,000

Domestic Violence Advocate Budget
FY 2026 CDBG Funds - \$10,000

4. Records

Community Policing:

Who -	Thomas Phillips, Police Chief
What -	Number of residents of the area who file police reports, seek advice on public safety, receive police advice for specific problems, share information with the police regarding neighborhood problems on criminal activity and obtain general advice on problems covered by local law. Payroll records showing names of officers and hours spent on community policing.
Where -	The Village of Kenmore Police Department, 2395 Elmwood Avenue, Kenmore, New York 14217
When -	Beginning with the execution of the Agreement with the Town of Tonawanda and for the period stated herein

Domestic Violence Advocate:

Who -	Sara Gartland, Grants and Contracts Manager
What -	Child & Family Services will complete the quarterly reporting documentation and provide back-up

documentation as required by HUD and the Village of Kenmore.

Where - Program reports will be stored in our Microsoft Teams internal drive specific to this contract. Programmatic data is derived from client files stored in our electronic database, EmpowerDB

When - Beginning with the execution of the Agreement with the Town of Tonawanda and for the period stated herein

D. **Program Income**

Actual during fiscal year 2025:

Village-wide Residential Rehabilitation - \$50,029.00

\$50,029.00 of Program Income will be used in the Residential Rehabilitation Program.

Anticipated during fiscal year 2026:

Village-wide Residential Rehabilitation - \$50,000

\$50,000 of Program Income will be used in the Residential Rehabilitation Program.

**Police & Court Contract
2026 STOP DWI**

THIS AGREEMENT, made and entered into as of the 1st day of January, 2026, by and between the COUNTY OF ERIE, a municipal Corporation of the State of New York, with offices at 95 Franklin Street, Buffalo, New York, 14202, hereinafter referred to as the COUNTY, party of the first part, and the **VILLAGE OF KENMORE** a municipal corporation of the State of New York partly in Erie County, with offices at **2919 Delaware Avenue, Kenmore, New York 14217** hereinafter referred to as the MUNICIPALITY, party of the second part.

W I T N E S S E T H:

WHEREAS, the COUNTY, pursuant to the authority granted to it by Article 31 of the Vehicle and Traffic Law, has established a special traffic options program for driving while intoxicated (STOP-DWI) and has formulated a plan thereunder for the coordination of county, town, city and village efforts to reduce alcohol-related traffic injuries and fatalities, and

WHEREAS, the MUNICIPALITY, through its police agency, has made formal application to the Erie County STOP-DWI Coordinator for the funding of certain alcohol traffic safety law enforcement activities in Erie County during the period from January 1, 2024 to December 31, 2025, which application is attached hereto and made a part hereof as Appendix "A", and

WHEREAS, article 31 of the Vehicle and Traffic Law conveys to the County of Erie all fines associated with convictions on V&T Section 1192, Section 511(2)(a)(ii) and (iii) and Section 511(3)(i) provided that such cases are disposed within Erie County.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES:

FIRST: During the term of this Agreement, the MUNICIPALITY, as an independent contractor, agrees to engage in the alcohol traffic safety law enforcement activities set forth in the annexed Appendix "A".

SECOND:

The MUNICIPALITY, through its police agency, agrees to compile information and render monthly reports, in a form acceptable to the County, to the Erie County STOP-DWI Coordinator with respect to:

- (i) the MUNICIPALITY's law enforcement activities set forth in Appendix "A".
- (ii) all alcohol-related traffic crashes investigated by the MUNICIPALITY's police agency.
- (iii) the final court disposition of all cases involving alleged violation(s) of Section 1192, Section 511(2)(a)(ii) or (iii) or Section 511(3)(i) of the Vehicle and Traffic Law commenced by the MUNICIPALITY's police agency in any court in Erie County.

THIRD The County agrees to reimburse the MUNICIPALITY overtime wages, excluding benefits, for officers authorized to perform extra effort Impaired Driving Patrols and Sobriety Checkpoints, Impaired Driving Enforcement Training, Victim Impact Panel Presentations, and related equipment subject to the provisions and guidelines of attached Appendix A, in a sum not to exceed the amount annually approved.

FOURTH: In the event the Erie County STOP-DWI Program, as approved by the Commissioner of the New York State Department of Motor Vehicles, is terminated before the

COUNTY has paid to the MUNICIPALITY all of the sums otherwise payable under the terms of this Agreement, the provisions of Section 1197(9) of the Vehicle and Traffic Law with respect to program cessation shall govern for purposes of determining the availability of such sums for payment to the MUNICIPALITY.

FIFTH: The MUNICIPALITY shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of any rights, title or interest herein, nor of the power to execute the same or any extension hereof to any other person or corporation without the previous consent in writing of the COUNTY.

SIXTH: The MUNICIPALITY agrees to comply with all applicable laws of the State of New York, the United States and the County of Erie, including laws against discrimination, and with all rules and regulations of pertinent authorities having jurisdiction.

SEVENTH: The MUNICIPALITY shall be fully accountable for its performance under this Agreement and agrees for itself and its officers to answer under oath all questions relevant to the performance thereof and to any transactions, act or omission in connection therewith if called before any Judicial, County, State or Federal agency empowered to investigate the Agreement or its performance.

EIGHTH: The MUNICIPALITY agrees to furnish verified accounts of its disbursements hereunder, with certified or verified invoices thereto attached at such times and in such form and detail as may be required by the Erie County Comptroller, who may at her option audit the pertinent books and records of the MUNICIPALITY, and a final account within thirty (30) days after the termination of this Agreement.

NINTH: The MUNICIPALITY agrees to defend, hold harmless and indemnify the COUNTY against any and all liability, claims, demands, suits and judgments arising out of the performance of the MUNICIPALITY's obligations under this Agreement. The MUNICIPALITY further agrees to maintain insurance coverage(s) during the term of this Agreement and to submit certificates of insurance in accordance with Vendor Classification C - "Professional Services"

appearing on Appendix "B" annexed hereto. For purposes of this Agreement, the County must be included as an additional named insured on the Municipality's insurance policies. For purposes of this Agreement, the MUNICIPALITY need not provide proof of professional liability insurance coverage. At the request of the MUNICIPALITY and with the consent of the Erie County Attorney, the Erie County STOP-DWI Coordinator may waive the excess and/or umbrella liability insurance coverage(s), or reduce the amount(s) thereof, otherwise required under this paragraph. In lieu of proof of insurance coverage, the MUNICIPALITY may furnish evidence of a self-insurance plan acceptable to the Erie County Attorney.

TENTH: Consistent with the MUNICIPALITY's status as an independent contractor, the COUNTY shall not be responsible for Worker's Compensation benefits, Social Security coverage or unemployment insurance benefits with respect to the MUNICIPALITY.

ELEVENTH: This Agreement, or any renewal thereof, may be terminated by either party upon at least thirty (30) days prior notice. Such notice shall be provided in writing to the chief executive officer of the other party at the address appearing on the first page of this Agreement.

TWELFTH: Provided that the MUNICIPALITY shall have made formal application for the continued funding of its alcohol traffic safety law enforcement activities, this Agreement may be renewed for such additional twelve (12) month terms as may be mutually agreed upon by the parties through their respective legislative bodies.

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
COUNTY OF ERIE) SS:

On the ____ day of _____, in the year 2026, before me, the undersigned, personally appeared _____, Erie County Executive/_____, Deputy County Executive, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the entity or individual upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK:
COUNTY OF ERIE:

On this ____ day of _____, 2026 , before me personally came **Patrick Mang** to me personally known, who, being by me duly sworn, did depose and say that he resides in **VILLAGE OF KENMORE**, County of Erie and State of New York; that he is the Mayor of the **VILLAGE OF KENMORE**, the corporation described in, and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal and was so affixed by order of the governing body thereof and that signed name thereto by like order.

Notary Public

This agreement is executed by the COUNTY pursuant to a resolution adopted by the Legislature of the County of Erie at its meeting held on December 4, 2025 and by the MUNICIPALITY pursuant to a resolution of its governing body adopted at a meeting of said governing body held on _____, a certified copy of the MUNICIPALITY'S resolution being annexed hereto as Appendix "C".

Village of Kenmore

County of Erie

By: _____

Patrick Mang, Mayor

By: _____

Mark C. Poloncarz/Lisa Chimera
County Executive/Deputy

APPROVED AS TO CONTENT:

By: _____ Signed Electronically _____

Brian Ross, Commissioner
Erie County Central Police Services

Jonathan Camacho
STOP-DWI Coordinator

APPROVED AS TO FORM:

By: _____ Signed Electronically _____

Greg Kammer
Assistant County Attorney

Document No. _____

Date: _____

Kathleen Johnson

From: Sean and Tiff McGillicuddy < >
Sent: Tuesday, September 22, 2026 3:17 PM
To: Kathleen Johnson;
Subject: KBA Halloween kids event

Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon! I am writing to request the green space in front of the municipal building, to set up a tent and tables for handing out small, non-alcoholic refreshments for the Halloween walk on October 24th. The event runs from 10-12, so I request 8:30-1, to allow adequate time for setup and takedown. There may be a small craft station available if I find an easy activity. In addition, we are looking for a place to park the "ghostbuster vehicles". This will consist of 2-3 average-sized vehicles. We were thinking of using the parking lot behind the municipal building or using cones (which I have available) to reserve a couple spaces on Delaware. The parking lot is preferred, so the children have a safer avenue to view the vehicles. However, as I saw with the Santa visit, the firetruck on the side of the building worked just as well. Please let me know if this will be possible, and if/what else I need to do to secure the space. I appreciate your help, and of course, I am open to any suggestions to make this a fun, safe activity for our residents! Thank you.

Tiffaney McGillicuddy
Kenmore Business Association

--

Sean McGillicuddy
Licensed Real Estate Agent

Tiffaney McGillicuddy
Licensed Real Estate Agent

Keller Williams Realty
Buffalo Northtowns
5500 Main St. Suite 108

Kathleen Johnson

From: Argonne Drive
Sent: Wednesday, September 23, 2026 12:23 PM
To: Kathleen Johnson
Subject: Block Party Request – Saturday, October 31, 2026

Dear Kenmore Village Board,

We are writing to request a block party.

Our contact people are:

Sarah Gower / 4

Dawn Sousa

We request to hold the block party on Saturday, October 31, 2026.

We ask to close the road off between 3pm-10pm.

Our block is Argonne Drive between Colvin and Hiler (302 Argonne to 422 Argonne).

Not related to this block party request, but one of our neighbors on the Colvin end has suggested next year we close only half the block for future parties, keeping the Colvin end open, putting barricades up 5 houses in. This seems like it might be a pass-through traffic safety hazard, especially given traffic coming off the Colvin end. But to verify, is closing a block only partially (with barricades going up only halfway down the block) an option, or is it required to be end-to-end with connecting cross streets?

Please let us know if you require any additional information. We look forward to this wonderful community tradition!

Thank you so much for your time,

Sarah Gower & Dawn Sousa