



**Village of Kenmore**  
Building Department  
2919 Delaware Ave  
Kenmore, NY 14217  
PH: 716-873-5700 Fax: 716-873-0004

10/10/2024

Daniel Malkiewicz  
272 Wabash Ave  
Kenmore, NY 14217-2204

Re: 272 Wabash Ave, Kenmore, New York 14217

To the owner, occupant, or person having charge of the above referenced property located within the Village of Kenmore:

**Section 7 - 116: Hearing**

**NOTICE IS HEREBY GIVEN**, that the building or structure or any part or parts thereof, have become vacant, abandoned, dilapidated, deteriorated, decayed, or unattractive from any cause, so as to endanger the health, safety, or welfare of the public, or which constitutes a fire hazard, or an attractive nuisance, on the above described property in the Village of Kenmore. This building or structure or any part or parts thereof must be repaired, demolished, or removed, within ten (10) days from the date of this notice, provided, however, that if this notice is served on you by publication, the said building or structure or any part or parts shall be repaired, demolished, or removed within twenty four (24) days from the first publication date of this notice. Any repair, demolition or removal shall be made in accordance with applicable laws, ordinances, rules and regulations

If such building or structure or any part or parts is not repaired, demolished, or removed on or before the expiration date of said ten (10) days for the date hereof, or on or before the expiration of the said twenty-four (24) days from the date of this notice, in the event it is served on you by publication, **you are hereby summoned to appear before the Village of Kenmore Board of Trustees at 7:30 PM on the 11/05/2024, at 2919 Delaware Avenue, Council Chambers, Kenmore, New York**, at which time a hearing will be held to determine why the Village of Kenmore, acting through its duly authorized agents, servant, officers and employees should not enter upon the said property and repair, demolish, or remove the building or structure or any part or parts.

In the event the Village Board directs that said building or structure or any part or parts be repaired, demolished, or removed, the expense incurred by the Village of Kenmore shall be assessed against said property and shall constitute a lien thereof and be collected in the manner provided by law.

Michael D. Berns  
Building Inspector

## INTERMUNICIPAL AGREEMENT

### BETWEEN THE COUNTY OF ERIE AND VILLAGE OF KENMORE

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_ between the **COUNTY OF ERIE**, a municipal corporation of the State of New York, with principal offices located at 95 Franklin Street, Buffalo, New York 14202, (hereinafter referred to as the “County”) and the **VILLAGE OF KENMORE**, a municipal corporation of the State of New York, located at 2919 Delaware Avenue # 17, Kenmore, NY 14217 (hereinafter referred to as the “Village”).

**WHEREAS**, pursuant to Section 119-o, and 239-c of New York’s General Municipal Law, and 7-741 of New York Village Law, municipal corporations and districts shall have power to enter into, amend, cancel and terminate agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis including Planning functions, which may include, but not be limited to:

- (a) assistance with planning and land use functions;
- (b) use of geographic information systems;
- (c) infrastructure development;
- and
- (d) inter-municipal services delivery; and

**WHEREAS**, pursuant to Section 10.03.6, the Department of Environment and Planning is authorized to assist cities, towns, and villages within the county with planning; and

**WHEREAS**, in furtherance of its aforesaid governmental functions, the County desires to aid the Village with preparation of a Comprehensive Plan Update to better address demands for electric vehicle stations, ADA-compliant curb cuts, bike-friendly streets, short-term rentals, and home occupations; and

**WHEREAS**, the Village has applied for and been awarded funds from the County; and

**WHEREAS**, the Erie County Legislature allocated funding for this Agreement via resolution Comm. 16E-19 (2024) on October 10, 2024; and

**WHEREAS**, on \_\_\_\_\_, 202\_, the Village of Kenmore adopted a resolution agreeing to accept the funding and enter into this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the County and Village (collectively the “Parties”) agree as follows:

1. **RECITALS**: The foregoing recitals are incorporated into the terms of this Agreement.
2. **SCOPE OF SERVICES**: The Village shall undertake a Comprehensive Plan Update, further described and incorporated herein as **Exhibit A**.

3. **TIME OF PERFORMANCE:** The term of this Agreement and the provisions herein shall continue for two (2) years from the date of the Agreement above.
4. **BUDGET:** The project budget is attached hereto and incorporated herein as **Exhibit B** of this Agreement. The County may require a more detailed budget breakdown than the one contained herein, and the Village shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to this budget must be approved in writing by both the County and the Village.
5. **PAYMENT and REPORTING:** It is expressly agreed and understood that in exchange for the services described herein, the total amount to be paid by the County to the Village under this Agreement shall not exceed \$50,000.
  - A. **Payment Requests:** Payments will be made on a reimbursement basis upon proof submitted by the Village for eligible expenses actually incurred by the Village.
  - B. **Final Payment Request:** The Village shall only receive final payment upon proof that Municipal Action has been taken regarding this Agreement. "Municipal Action" shall be constituted by approval and adoption of the final document by the municipal governing board. The Village shall certify that Municipal Action has been taken by submitting a final payment request with a certified resolution.
  - C. **Quarterly Reports:** The Village shall report to the County on a quarterly basis regarding project progress.
  - D. **Closeout Report:** The Village shall only receive final payment upon submittal of a closeout report detailing project accomplishments and outcomes. The Village shall submit the closeout report with the final payment request.
6. **INDEMNIFICATION:** To the fullest extent permitted by law, the Village shall indemnify, defend and hold harmless the County, its agents, employees, representatives and successors, against any and all claims, losses, damages and injuries including death, property damage, lawsuits or other disputes, arising out of any act or omission by any person or persons who are officials, professionals affiliated with or employees of the Village, or its agents, related to the activities described herein.
7. **INSURANCE:** During the term of this Contract, the Village agrees to procure and maintain insurance coverage naming the County as additional insured in the amounts and limits attached hereto and incorporated herein as **Exhibit C**.
8. **EXECUTORY:** This Agreement shall be deemed executory only to the extent of funds available as determined by the Budget Director and appropriated by the County for the performance of the terms hereof, and no liability on account thereof shall be incurred by the County beyond such funds. Funds provided pursuant to this Agreement shall not be used for any purpose prohibited by law.

9. **RECORDS:** The Village shall maintain complete, accurate and current records of all financial transactions relating to its operation and the services performed pursuant to this Agreement. During the term of this Agreement and at any time within six (6) years thereafter, the Village shall make such records available, upon request, to the County for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Village, its offices and facilities, for the purpose of verifying information supplied to the County or for any other purpose reasonably related to monitoring the services to be performed by the Village pursuant to this Agreement.
10. **ASSIGNMENT and SUBCONTRACTS:** The Village shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Village shall not subcontract any part of the services without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of services under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontracts are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Village that for the purposes of this Agreement, all services performed on an approved subcontract shall be deemed services performed by the Village and the Village shall insure that such subcontracted service is subject to the material terms and conditions of this Agreement.
11. **NOTICES:** All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the VILLAGE:

Village Attorney  
2919 Delaware Avenue # 17  
Kenmore, NY 14217

To the COUNTY:

Commissioner  
Department of Environment and Planning  
95 Franklin Street, Rm. 1012  
Buffalo, NY 14202

with a copy to:

Erie County Attorney  
95 Franklin Street, Rm. 1634  
Buffalo, NY 14202

Or at any such other address of such person as the Parties may designate.

12. **INDEPENDENT CONTRACTOR:** It is mutually understood and agreed by the Parties that an independent contractor relationship be hereby established under the terms of this

Agreement and that the Village and any employees of the Village are not, nor shall they be deemed to be, employees of the County. Similarly, the County and any employees of the County are not, nor shall they be deemed to be, employees of the Village.

13. **COUNTY RECOGNITION:** The Village shall insure recognition of the role of the County in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Village will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.
14. **SEVERABILITY:** If any provision of this Agreement proves to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected by such finding, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
15. **GOVERNING LAW:** This Agreement shall be governed by and constructed in accordance with the law of the State of New York.
16. **TERMINATION:** In the event of a breach or default by the Village of any of the terms and conditions of this Agreement, the County may terminate this Agreement on ten (10) days written notice to the Village and request such other remedy as may be reasonable and appropriate in view of the circumstances of such breach or default, including but not limited to, reimbursement to the County by the Village of all or part of the funds granted to the Village under this Agreement.
17. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall together constitute but one and the same instrument.
18. **ENTIRE AGREEMENT:** This Agreement constitutes the sole and complete agreement and understanding of the Parties with respect to the rights granted herein and supersede all prior written or oral agreements and understandings with respect to the rights granted herein.
19. **EQUAL PAY:** The Village shall comply with Erie County Executive Order 13 (2014) and agrees to complete the Certificate collectively attached hereto as **Exhibit D** and made a part hereof. The Village shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Village, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Village's compliance with Erie County Executive Order 13 (2014). Notwithstanding the termination provisions contained herein, violation of the provisions of Executive Order 13 (2014), may constitute grounds for the immediate termination of this Agreement and may constitute grounds for determining that the Village is not qualified to participate in future County contracts.
20. **AMENDMENT:** This Agreement shall not be changed, amended or altered in anyway except in writing and executed by both Parties.

*[The remainder of this page is intentionally left blank and signature pages to follow.]*

**EXHIBIT A**  
**SCOPE OF WORK**

**EXHIBIT B**  
**PROJECT BUDGET**

**Village of Kenmore**

County Funding	\$50,000
Local Match	\$50,000
Other Funds	\$0
Total Project Cost	\$100,000

## EXHIBIT C

### INSURANCE REQUIREMENTS

#### INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

- I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.
- II. **CERTIFICATES OF INSURANCE**
  - A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202"
  - B. Coverage must comply with all specifications of the contract.
  - C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.
- IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Of Grounds	E Concessionaires Services	F Livery Services	G All Purposes Public Entity Contracts
Commercial Gen. Liab.	\$1,000,000 per occ.	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL
General Aggregate	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Products Completed Operations Liability	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Blanket Broad Form Contractual Liability	INCLUDE						
Contractual Liability		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Broad Form P.D.	INCLUDE						
X.C.U. (explosion, collapse, Underground)	INCLUDE						
Liquor Law				INCLUDE	INCLUDE		
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Workers Compensation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000				
Erie County, To Be Named Adm Insd.	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

- V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.
- VI. Coverage must be provided on a primary-noncontributory basis.
- VII. Designated Construction Project General Aggregate Limit Per Project Endorsement OG 25 03 is required.
- VIII. If the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.
- IX. Waiver of Subrogation: Required on all lines unless noted.
- X. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.
- XI. Workers Compensation: State Workers' Compensation / Disability Benefits Law — Use Applicable Certificates Below:

Workers Compensation Forms		DBL (Disability Benefits Law) Forms	
CE-200	Exemption	CE-200	Exemption
C105.2	Commercial Insurer	DB-120.1	Insurers
SI-12	Self Insurer	DB-155	Self Insured
GSI-105.2	Group Self Insured		
U-26.3	New York State Insurance Fund		

- XII. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.



**EXHIBIT D**

**ERIE COUNTY EQUAL PAY CERTIFICATION**



**COUNTY OF ERIE**

**MARK C. POLONCARZ**

**COUNTY EXECUTIVE**

**Executive Order #13**

**Pay Equity Certification on County Contracts**

**WHEREAS**, federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964 and Federal Executive Order 11246 of September 24, 1965 (Equal Employment Opportunity) (together "Federal Equal Pay Law"), requires that men and women in the same workplace be given equal pay for equal work; and

**WHEREAS**, Section 194 of New York State Labor Law ("NYS Equal Pay Law") prohibits compensating men and women differently for the same work; and

**WHEREAS**, on average, a full-time working woman in New York State earns just 85 cents for every dollar that a man earns and the pay gap is even greater for African-American and Latina women; and

**WHEREAS**, females make up nearly fifty-two percent of Erie County's population; and

**WHEREAS**, women make up nearly half of the U.S. labor force and are a growing number of breadwinners in their families; and

**WHEREAS**, this pay differential shortchanges women and their families by thousands of dollars a year, and potentially hundreds of thousands of dollars over a lifetime, presenting a lifelong threat to those families' economic security and reducing their earnings through Social Security and other post retirement plans; and

**WHEREAS**, poverty is recognized as a leading cause of or contributing factor to many social problems, including but not limited to substance abuse, domestic violence, child abuse, improper nutrition, obesity, improper health care and criminal conduct; and

**WHEREAS**, the impact of pay differentials is exacerbated as workers age, causing underpaid workers to disproportionately rely upon various forms of public support in their retirement years; and

**WHEREAS**, pay inequity can significantly impact the County, necessitating the provision of various public subsidies for low income residents and leading to the lack of receipt of income by women residents which would be spent in our local economy; and

WHEREAS, through the enforcement of current state and federal laws that ban unequal pay for equal work, Erie County can help ameliorate the many negative consequences of pay inequality, thereby improving the lives of those who might otherwise be underpaid, strengthening families and protecting children, and reducing the demand for public services, all positively impacting county, state and federal budgets.

NOW, THEREFORE, I MARK C. POLONCARZ, Erie County Executive, by virtue of the authority vested in me by the Erie County Charter § 302, do hereby order as follows:

1. It is ordered that on and after January 1, 2015, all Erie County offices, departments and administrative units, including but not limited to the Division of Purchase, fully implement a requirement in all bids, requests for proposals and other contract solicitations that the contractor submit an Erie County Equal Pay Certification which certifies the contractor's compliance with Federal Equal Pay Law and New York State Equal Pay Law (together, the "Equal Pay Laws"). Such certification shall be required prior to execution of the contract; and it is,

2. Further ordered that such certification shall include a representation by the contractor that it has not been the subject of an adverse finding under the Equal Pay Laws within the previous five years and shall include disclosure of any currently pending claims against the contractor; and it is,

3. Further ordered that violation of any provision of the Equal Pay Laws during the effective period of such a contract or the filing of a false or misleading Erie County Equal Pay Certificate may constitute grounds for immediate termination of such a contract; and it is,

4. Further ordered that violation of any provision of the Equal Pay Laws during the effective period of such a contract or the filing of a false or misleading Erie County Equal Pay Certificate may constitute grounds for determining a bidder or responder is not qualified to participate in future County contracts; and it is,

5. Further ordered that the Law Department prepare an Erie County Equal Pay Certification for use by Erie County offices, departments and administrative units and assure compliance with this Executive Order in the contract approval process; and it is,

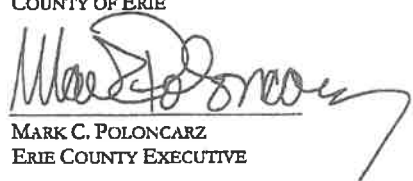
6. Further ordered that the County Division of Equal Employment Opportunity ("EEO") establish a procedure for compliance monitoring and periodic auditing of certification records; and it is,

GIVEN, under my hand and the Privy Seal of the County of Erie in the City of Buffalo this 6<sup>th</sup> day of November, in the year two thousand fourteen.



COUNTY OF ERIE

BY:

  
MARK C. POLONCARZ  
ERIE COUNTY EXECUTIVE

**Erie County Equal Pay Certification**

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together "Equal Pay Law"). The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors. We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Federal Equal Pay Law.

\_\_\_\_\_  
Signature

**Verification**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

A)  
\_\_\_\_\_, being duly sworn, states he or she is the owner of (or a partner in) \_\_\_\_\_, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

B)  
\_\_\_\_\_, being duly sworn, states that he or she is the (Name of Corporate Officer)  
\_\_\_\_\_, of \_\_\_\_\_, (Title of Corporate Officer) (Name of Corporation)

the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this \_\_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT E**  
**MUNICIPAL RESOLUTION**