

**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 20<sup>th</sup>  
day of May, 2025 the following Resolution was adopted:**

**RESOLUTION RE: 2024 - 2025 FISCAL YEAR VILLAGE OF KENMORE BUDGET  
CHIPS FUNDING**

Trustee \_\_\_\_\_ moved for approval of the following Resolution:

WHEREAS, the Village received additional funding for its Consolidated Highway Improvement Program (CHIPS).

NOW THEREFORE, BE IT RESOLVED,

THAT the Village of Kenmore Board of Trustees does hereby approve the following amendment to the 2024-2025 budget:

**01-5112-0002-0201 – Permanent Improvements - CHIPS**

Increase of \$61,010.87

**01-1000-3501-0000 –Consolidated Highway Aid**

Increase of \$61,010.87

Seconded by Trustee \_\_\_\_\_ and approved by vote of all members in attendance.

Dated: May 20, 2025

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

I, KATHLEEN P. JOHNSON, 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 20<sup>th</sup> day of May, 2025, 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 22<sup>nd</sup> day of May, 2025

\_\_\_\_\_  
Village Clerk

## VENDOR AGREEMENT

This Vendor Agreement (the "Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date") by and between the Village of Kenmore, having an office at 2919 Delaware Avenue, Kenmore, NY 14217 (the "Village") and the undersigned vendor ("Vendor").

### Introductory Statement

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

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

1. **Services Provided.**

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

2. **Term; Termination.**

2.1. This Agreement shall be effective as of the Effective Date and shall remain in effect until December 31, 2025.

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

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

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

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

4. Insurance.

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

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

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

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

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

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

5. Representations and Warranties.

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

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

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

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

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

or more instances, shall not be deemed to be nor construed as a further or continuing waiver of the breach of any provision, term or covenant of this Agreement.

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

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

**The Village of Kenmore:**

2919 Delaware Avenue,  
Kenmore, NY 14217

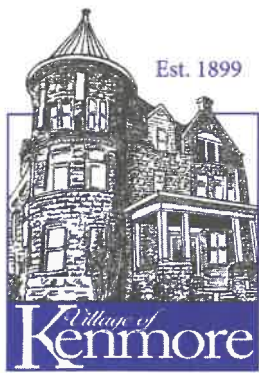
**Vendor:**

Kenmore Farmers Market

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## OFFICE OF CLERK - TREASURER

2919 Delaware Avenue, Kenmore, NY 14217

*Kathleen P. Johnson, Esq.*

Clerk - Treasurer

May 16, 2025

Phone: (716) 873-5700

[www.villageofkenmore.org](http://www.villageofkenmore.org)

To: Honorable Mayor and Board of Trustees

From: Kathleen Johnson, Clerk/Treasurer

Re: Zoning Board Reappointment

I would like to request Board approval for the reappointment of Herb Flemming and Gerry Catalano, for a term to expire December, 2028.



Thomas J. Phillips, Chief

2395 Elmwood Avenue • Kenmore, NY 14217

Tel: (716) 875-1234

May 13, 2025

Mayor Mang:

Board of Trustees:

I am requesting Village Board approval for Officer Shawn Amann to attend the upcoming Field Training Officers Course. The course will be held May 27 – May 30, 2025 at the Erie County Law Enforcement Training Academy.

I am also requesting the approval of Lieutenant Jared Pierce to attend a two-day Red Dot Firearm Instructor Course that will be held on June 18 and 19, 2025 at Cheektowaga Police Department.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "T. Phillips".

Thomas J. Phillips  
Chief of Police

*Dedicated Service — Professional Enforcement*



## Kathleen Johnson

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**From:** John Lougen [mailto:jlougen@stillwellave.com]  
**Sent:** Tuesday, May 13, 2025 5:07 PM  
**To:** Kathleen Johnson  
**Subject:** block party

Hi Kathleen,

We'd like to have a block party this summer. Please let me know if this date/time will be approved:

1. The date of the party: Sunday August 3rd. (if the weather forecast indicates storms on Sunday, we'd like the option of adjusting the date to Saturday, 8/2).
2. The time of the party, start and approximate end time: 11AM-10PM
3. The location of the party (street name & cross street): Stillwell Ave. Between Burritt and Delaware Rd.
4. The phone number and address of the person making the request:

John Lougen : Stillwell Ave.

thanks,

John

**From:** Argonne Drive  
**Sent:** Sunday, May 4, 2025 10:19 PM  
**To:** Kathleen Johnson <kjohnson@vi.kenmore.ny.us>  
**Subject:** Block Party Request - June 2025

Dear Kenmore Village Board,

We are writing to request a block party.

Our contact people are:  
Sarah Gower / 417 Argonne Drive / (417)  
Dawn Sousa / 414 Argonne Drive / (414)

We request to hold the block party on Saturday, June 21, 2025.

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

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

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

Thank you so much,

Sarah Gower & Dawn Sousa