AGENDA - COMMON COUNCIL MEETING - June 2, 2015 - 5:30 P.M. REGULAR MEETING

- 1. Call to order, Roll Call and Pledge of Allegiance to the flag.
- 2. Certification of prior meetings. Resolution dispensing with reading of minutes.
- 3. Reading of Privilege of the Floor Regulations.
- 4. Privilege of the Floor:
- 5. Communications from the Mayor including disapproval messages.
- 6. Communications from the public and petitions:
 - 1. Request from SUNY Fredonia for permission to hold beach cleanups at Point Gratiot Beach on September 19, 2015 and April 23, 2016 from 12:00 PM.
 - 2. Request from Dunkirk Lakefront 5K Committee to host the annual "Dunkirk Lakefront 5K Road Race" on August 8th beginning at 9:00 AM.
 - 3. Request from Michelle Heenan, School 7 Principal, requesting Pine Street be closed to traffic between Serval Street and Warsaw Street on June 24th from 8:15 AM until 1:00 PM for their end of the year picnic.
 - 4. Loudspeaker applications from:
 - a) Holy Trinity church to use loudspeakers and amplifiers on July 11th from 4:00 PM until 7:30 PM for their annual summer parish festival.
 - b) Tim Wdowiasz on behalf of the First Ward Falcon Club to use microphones and speakers for a live band at Promenschenkle Stadium on July 17th from 7:00 PM until 11:00 PM.
 - Notices of Claim from:
 - a) Israel Morales Hernandez for damages to his vehicle allegedly caused by a high bump on Cliffstar Road.
- 7. Reports of Standing Committees, Boards and Commissions.
- 8. Unfinished Business:
- 9. Pre-filed Resolutions:
 - 37. Resolution authorizing School Resource Officer Agreement (Dunkirk City School District).
 - 38. Resolution authorizing lease-to-purchase one (1) vehicle for Police Department through Local Gov't (Village) contract.
 - 39. Resolution authorizing parking licenses (Lake Shore Drive East Property).

- 40. Resolution Awarding Bid for Demolition (101 Park Avenue, 423 Swan Street, 108 Moffat Street and 66 E. Second Street).
- 41. Resolution of Common Council of the City of Dunkirk: (1) Issuing a Negative Declaration with Respect to Approving Disposition of Certain Realty; (2) Approving the Disposition of Certain Realty; (3) Approving the Formation of a Local Development Corporation under Section 1411 of New York Not-For-Profit Corporation Law to Hold Title to Said Realty.
- 10. New Business:
- 11. Adjournment.

Nicole Joiner City Clerk



City of Dunkirk 342 Central Avenue Dunkirk, NY 14048

May 18, 2015

Dear Mayor Dolce and Members of the City of Dunkirk Common Council:

I am writing to request your approval for two Adopt-a-Beach events that have been planned to enhance the health and appearance of Point Gratiot Beach in the City of Dunkirk. Specifically, I would like to obtain permission to hold beach cleanups at Point Gratiot Beach on Saturday, September 19, 2015 and Saturday, April 23, 2016. Both events will take place from 12:00 p.m. to 2:00 pm.

Both beach cleanups are sponsored by SUNY Fredonia. The beach cleanups are also part of Adopt-a-Beach's ongoing efforts to cleanup and to monitor the health of Lake Erie. In addition to the Alliance for the Great Lakes' Adopt-a-Beach program, the data will be reported to the New York Littoral Society and Ocean Conservancy. In keeping with the Adopt-a-Beach program's requirements, all participants will be required to sign a liability waiver.

The majority of volunteers at both events will be SUNY Fredonia students, staff members, and faculty members, although community members will participate as well. I estimate that approximately 40 to 50 campus volunteers will be involved in each of the two cleanups.

As you know, the beach cleanups are not new events. I personally have led beach cleanups at Pt. Gratiot since 2009. There have never been any injuries or problems at any of these events. On the contrary, the events have been well received by Dunkirk residents and have yielded important environmental benefits.

Thank you in advance for your assistance with these proposed projects. Should you have further questions about these cleanup events, please contact me at 716 673-3587 or jarvisc@fredonia.edu.

Sincerely,

Christina Jarvis

Professor of English

Enclosure: Certificate in Lieu of Insurance for the City of Dunkirk

ENGLISH DEPARTMENT



CERTIFICATION IN LIEU OF INSURANCE For The City of Dunkirk

The State of New York, The State University of New York being an agency of the State of New York does not purchase insurance against liability arising out of the acts of the State, the State University, or their respective officers or employees.

In lieu of such insurance, the State University hereby makes the following certification:

The State University will be responsible for any and all liability, claim, loss, damage, suit or judgment (and any and all costs and expenses including, but not limited to, reasonable counsel fees and disbursements, if assessed by a court of competent jurisdiction), arising from the activities of the State University, or the use on behalf of the State University of motor vehicles owned or leased by the State of New York or the State University, provided that such liability, claim, loss, damage, suit or judgment arises out of the acts of the State University or its officers or employees acting within the scope of their employment, as provided by law. This agreement does not apply to any liability, claim, damage, suit or judgment arising from acts done, or omissions made by or on behalf of The City of Dunkirk, its officers, employees or agents.

Insurance: The State University of New York self-retains coverage in the Court of Claims fund appropriation

State University of New York at Fredonia

Dated:

May 15, 2015

Soteris Tzitzis

Director, University Services

Events: Beach cleanups.

- 1. September 19, 2015 (to coincide with the International Coastal Cleanup)
- 2. April 23, 2016 Earth Week.

The rain dates for the above events would be September 20, 2015 and April 24, 2016 respectively.

City of Dunkirk

May 21, 2014

The Dunkirk Lakefront 5K committee asks approval to hold the event on Saturday August 8, 2015. The proposed route is to start behind Demitries Restaurant go West around Memorial park, return passed the start and go East along Lakefront Boulevard to Serval Street and return. Construction in Memorial Park and along Lakefront Boulevard may require a change in our course. We will modify the route to avoid areas of construction and notify the City prior to the race. The race starts at 9am and will be finished by 10am. We also request the use of the boardwalk commons for our pre race registration.

thank you

Kurt Warmbrodt

A. J. Burnside

Adam Woelfle

2015 HY 22 AM II: 36

Manual Ma

DUNKIRK CITY SCHOOL DISTRICT

620 Marauder Drive Dunkirk, New York 14048 Telephone (716) 366-9300 Fax (716) 366-9399 MR. KENNETH A. KOZLOWSKI

President

Board of Education

MR. GARY CERNE Superintendent

7 4

MEMO TO: MAYOR ANTHONY DOLCE

FROM:

MICHELE HEENAN - PRINCIPAL

DATE:

MAY 18, 2015

RE:

END OF THE YEAR PICNIC

School Number Seven will be having their annual school-wide picnic for all students on Wednesday, June 24, 2015. Would it be possible to have Pine Street closed off between Serval Street and Warsaw Street during this event? We would like to have the street closed from 8:15 a.m. – 1:00 p.m. Since we will have more than 275 students participating in this event, we would like to have it closed for additional safety.

Thank you for your cooperation in this matter.

2015 HY 22 PM I2: 31

APPLICATION FOR LOUDSPEAKER SPECIAL PERMIT NO. (DCC-47-6-C)

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		s TOTAL per o - per year	EVENT SPECIFICS	* EXCLUDES HARBOR	FRONT AREA		
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RESPONSI	BLE INDIVID	UAL:					
NAME: Re	er. Juse	ph Zalace	<u>a</u>	PHONE: 34	16-330G		
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<u>APPLICATION FOR LOUDSPEAKER SPECIAL PERMIT NO.</u> (DCC-47-6-C)

DATE OF APPLICATION (must be 30 days <u>Prior</u> to event):	Mas 22 nd
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NAME: Tim wdowins2	PHONE NO. 366-5'399
ADDRESS: 341 250 E.	
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RESPONSIBLE INDIVIDUAL:	
NAME: I'm Waswisse	PHONE: 629-6595
ADDRESS: 112 Otter St.	
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Notice of Claim City of Dunkirk, N.Y.

PLEASE TAKE NOTICE, that the undersigned, pursuant to the applicable NY State statutes, hereby makes claim against the CITY OF DUNKIRK, NEW YORK for injuries and/or damages sustained by me as hereinbelow detailed:

Claimant Address: 10 Ruggles St, Apt 103 Dunkirk, New York, 14048 Claimant Telephone Number: (716) 951-0170 L711) 951-0170 This claim is for (injuries/damages alleged): A high bump on the Clifftan road. Driving to the bell Tower warking lot, being on the side of the lump and a can was coming from the other side of road. I had to go over the Rump and feet went it sensh under an It is not properly identified as a warning. This claim is alleged to have arisen on the Z day of may, 2015 at approximately 11:10(a.m)/p.m. on that date at Cliff star Road. The injuries and/or damages sustained by the Claimant arose in the following manner: Damages to the transmisson pan and Gasket causing continuing light of the Three oil transmisson.	Claimant Name:	Israel A. Morales Her	mandee
Claimant Telephone Number: Dunkirk New York 14048 (216) 351-0170 L712 351-0170 This claim is for (injuries/damages alleged): I high bomp on the Clifffar (2004). Driving to the Bold tower working lot, being on the Side of the tump and a car was coming from the other side of (2004). It had to go own the Rump and teat went it scresh under 2017. It had to go own the Rump and teat went it scresh under 2017. It had to go own the Rump and teat working lot, being on the claim is alleged to have arisen on the Z day of may 2015 at approximately 11. Pam/p.m. on that date at Cliff star Road The injuries and/or damages sustained by the Claimant arose in the following manner: Damages to the transmiston pan and Casket Causing continuing light of following: Transmiston Pan & 42.00 The amount and type of injuries and/or damages sustained by the Claimant consist of the following: Transmiston Pan & 42.00 WHEREFORE, the undersigned respectfully requests that the within claim beging allowed and paid to me. Respectfully yours, WHEREFORE, the undersigned respectfully requests that the within claim beging allowed and paid to me. Respectfully yours, Claimant (date) State of New York County of Chautauqua) ss.: Samu May Hambering allow yown, deposes and say that he/she is the claimant herein; that he/she has read the foregoing claim and knows the contents thereof; that the same is true to the knowledge of the deponent, except as to matters therein stated to be alleged upon information and belief, and, as to those matters, he/she believes it to be true. Sworn to before me this Sworn to before me this Solena L. Gilkinson Notary Solena L. Gilkinson Notary Notary Notary Notary Solena L. Gilkinson Notary Notary Notary Notary Solena L. Gilkinson Notary		10 Ruggles St, Apt 10	3
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County of Chautauaua 1	· ·	New York	Rev. May 2012
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COMMISSION EXPRISO URANA TOI	1	2015 Octobring Agricus Agents and 2015	
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RESOLUTION #37-2015 JUNE 2, 2015

BY: THE ENTIRE COUNCIL

AUTHORIZING SCHOOL RESOURCE OFFICER AGREEMENT (DUNKIRK CITY SCHOOL DISTRICT)

WHEREAS, the City of Dunkirk and the Dunkirk City School District (the "District") desire to provide law enforcement and related services at the District's High School through the use of a School Resource Officer provided by the City; and

WHEREAS, the City and the District have enjoyed a mutually-beneficial relationship utilizing a School Resource Officer in the past and wish to continue the relationship; now, therefore be it

RESOLVED, that the Common Council hereby authorizes and directs the Mayor to execute the required documents to enter into an Agreement with the **Dunkirk City School District**, 620 Marauder Drive, Dunkirk, New York 14048, for the City to provide a School Resource Officer for the period July 1, 2015 through June 30, 2016, at a charge of Ten Thousand Four Hundred Ten Dollars and Seventy-Seven Cents (\$10,410.77) per month.

RESOLUTION #38-2015 JUNE 2, 2015

BY: COUNCILWOMAN SZUKALA

AUTHORIZING LEASE-TO-PURCHASE ONE (1) VEHICLE FOR POLICE DEPARTMENT THROUGH LOCAL GOV'T (VILLAGE) CONTRACT

WHEREAS, the City of Dunkirk Police Department is in need of one (1) new automobile for use by the Police Department; and

WHEREAS, one (1) suitable vehicle is available for purchase on Local Government (Village) Contract Bid; and

WHEREAS, sufficient funds are available in the Police Department's Budget [Rent/Lease Account 001-3120-4150]; and

WHEREAS, the cost of one (1) vehicle is \$31,260.32, from DeLacy Ford, Inc. (including extended warranty service contract and financing charges); now, therefore, be it

RESOLVED, that the Mayor is authorized and empowered to execute a two-year lease-to-purchase agreement, on behalf of the City of Dunkirk, with DeLacy Ford, Inc., 10361 Transit Road, Elma, New York 14059-0437, and/or First Niagara Leasing, Inc., for the purchase of one (1) Year 2015 Ford Police Interceptor SUV for the sum of Thirty-One Thousand Two Hundred Sixty Dollars and Thirty-Two Cents (\$31,260.32) (including extended warranty service contract and financing charges), with such funds to come from Account 001-3120-4150.

RESOLUTION #39-2015 JUNE 2, 2015

BY: THE ENTIRE COUNCIL

AUTHORIZING PARKING LICENSES (Lake Shore Drive East Property)

WHEREAS, from time-to-time there is a special need to accommodate on a limited basis, motor vehicle parking on the City-owned real property located on Lake Shore Drive East, adjacent to the Clarion Hotel premises, especially during local fishing tournaments; and

WHEREAS, it would be in the best interests to have a policy to control and to monitor such parking; now, therefore, be it hereby

RESOLVED, the City may issue one or more on-exclusive, revocable licenses to an appropriate number of motor vehicles for over-night parking on the City-owned real property located on Lake Shore Drive East, adjacent to the Clarion Hotel premises, to accommodate fishing tournament guests at a cost of <u>Thirty-Five Dollars (\$35) for one (1) night</u>, <u>Sixty-Five Dollars (\$65) for two (2) nights</u>, <u>Seventy-Five Dollars (\$75) for three (3) nights</u>, with a maximum of ten (10) vehicles per night, in the City's discretion.

RESOLUTON #40-2015 JUNE 2, 2015

BY: THE ENTIRE COUNCIL

AWARDING BID FOR DEMOLITION

(101 Park Avenue, 423 Swan Street, 108 Moffat Street, and 66 E. Second Street)

WHEREAS, the City of Dunkirk in 2014, entered into a Contract with the Chautauqua County Land Bank to demolish structures in the City; and

WHEREAS, an asbestos survey and appropriate remediation has been conducted for properties located at: 101 Park Avenue (SBL 79.14-3-24), 423 Swan Street (SBL 79.14-8-16), 108 Moffat Street (SBL 79.12-4-52), and 66 E. Second Street (SBL 79.11-1-63), which are listed for demolition; and

WHEREAS, following published Legal Notice, sealed bids for the demolition of four (4) structures were opened and read aloud in the Dunkirk City Clerk's Office at 10:00 A.M. on May 15, 2015, with four (4) bids being received for demolition; now, therefore, be it

RESOLVED, that upon review and recommendation of the Building Inspector, the lowest responsible bid of SALL-TEE and Sons Contracting, LLC, 34 Kosciuszko Avenue, Dunkirk, NY 14048, in the amount of Twenty-Eight Thousand Four Hundred Forty-Seven Dollars and Zero Cents (\$28,447.00), be and hereby is accepted for demolition of 101 Park Avenue (SBL 79.14-3-24), 423 Swan Street (SBL 79.14-8-16), 108 Moffat Street (SBL 79.12-4-52), and 66 E. Second Street (SBL 79.11-1-63); and, be it further

RESOLVED, that — after the contractor provides satisfactory insurance certificates to the City Law Department, and the contractor provides performance bond and payment bonds, which are reviewed and approved, and the contractor shows compliance with the MWBE procedures — the Mayor is hereby authorized and directed to execute any and all documents, on behalf of the City of Dunkirk, with the abovenamed contractor for the demolition of the said structures; and, that the City Clerk is hereby authorized to return the bid deposits of the bidders, after contract execution or non-awarded bid, in accordance with the contract specifications, and that the City Clerk shall return unaccepted and unsealed, any and all bids, received after the date and time of the published bid opening; and, be it finally

RESOLVED, that the following funds are to be utilized for such demolition:

001.3620.4036 (City 14) Chautaugua Co. Land Bank \$ 7,890.00 \$20,557.00.

RESOLUTION #41-2015 JUNE 2, 2015

BY: THE ENTIRE COUNCIL

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF DUNKIRK: (1)
ISSUING A NEGATIVE DECLARATION WITH RESPECT TO APPROVING
DISPOSITION OF CERTAIN REALTY; (2) APPROVING THE DISPOSITION OF
CERTAIN REALTY; (3) APPROVING THE FORMATION OF A LOCAL
DEVELOPMENT CORPORATION UNDER SECTION 1411 OF NEW YORK NOT-FORPROFIT CORPORATION LAW TO HOLD TITLE TO SAID REALTY

WHEREAS, pursuant to Section 1411(a) of the New York Not-for-Profit Corporation Law (the "Act"), the City of Dunkirk (the "City") is empowered to establish a local development corporation (the "Corporation") for charitable and public purposes, as identified in the Act, including: (i) relieving and reducing unemployment; (ii) promoting and providing for additional and maximum employment; (iii) bettering and maintaining job opportunities; (iv) assisting individuals to improve or develop their capabilities for such jobs; and (v) lessening the burdens of government and acting in the public interest; and

WHEREAS, the Act also authorizes the legislative body of the City, by resolution, to determine that certain real property of the City, not required for use by the City, may be sold or leased to a not-for-profit local development corporation, as described above, for purposes that include lessening the burdens of government and acting in the public interest; and

WHEREAS, Section 1411(d) of the Act further provides that the sale or lease may be on such terms as may be agreed upon by the City and a local development corporation, without appraisal or public bidding; and

WHEREAS, the City desires to facilitate the rehabilitation and redevelopment of certain real property owned by the City located at 66–80 Lake Shore Drive East and 5-15 Deer Street, Dunkirk, New York, as more accurately described on Schedule A attached hereto (the "Development Property"), for use by retail, commercial, and/or industrial businesses and to promote and provide for additional and maximum employment opportunities consistent with the Act (the "Project"); and

WHEREAS, the City does not desire to involve itself directly in the redevelopment and/or remediation of the Development Property but rather is willing to make the Development Property available for the Project, through a Corporation formed under Section 1411(a) of the Act; and

WHEREAS, the Act authorizes the Common Council of the City of Dunkirk (the "Common Council") to form the Corporation, with the City acting as the sole member thereof, by and through the Mayor of the City, such that activities of the Corporation, permitted pursuant to the Act, are through an entity which is separate and distinct from the City, and a bankruptcy remote entity, for the exclusive purposes of acquiring an interest in the Development Property from the City and undertaking activities permitted by the Act; and

WHEREAS, it is contemplated that the City will transfer the Development Property to the Corporation (the "Action") for the Project; and

WHEREAS, the City has caused an Environmental Assessment Form (the "EAF") to be prepared; and

WHEREAS, the City has determined that the Action is an unlisted action under Part 617 of the General Regulations adopted pursuant to Article 8 of the Environmental Conservation and accordingly does not require a coordinated review; and

WHEREAS, the City has reviewed the EAF, and analyzed and considered any relevant areas of environmental concern and the probable environmental impacts of the Action to determine if the Action may have any significant adverse environmental effects; and

WHEREAS, prior to the City conveying the Development Property to the Corporation, pursuant to Section 1411(d) of the Act, a public hearing on ten days' notice is required to be conducted by the City Council prior to the adoption of a resolution authorizing any such sale or lease.

NOW, THEREFORE, BE IT RESOLVED, that the City hereby determines that the Development Property is not required for use by the City; and, be it further

RESOLVED, that the Action entails merely the future transfer of the Development Property to a Corporation, as described herein, and that the transfer of the Development Property to the Corporation will only occur at the point in time when the Corporation undertakes all applicable real property disposition procedures as required under the Act and by New York State Law, including a request for proposal process, a preferred developer is identified, and the preferred developer obtains any and all necessary approvals to develop the Development Property, such that the Action contemplated herein will not adversely affect any water body nor result in any significant adverse impact to existing air quality from the Action, there will be no substantial adverse environmental impacts to plants and animals from the Action, the Action will not cause a significant adverse affect on aesthetic resources in the area, the Action will not adversely impact any site or structure of historic, prehistoric or paleontological importance, the Action will not entail any adverse impact on transportation, and there will be no adverse impact from the Action or on the growth and character of the community or neighborhood; and, be it further

RESOLVED, that the City hereby determines, for the foregoing reasons, that the Action will not have a significant potential adverse environmental impact in accordance with New York State Environmental Quality Review Act, Article 8 of the New York Environmental Conservation Law, including pursuant to the implementing regulations found at 6 N.Y.C.R.R. Part 617, and accordingly, does issue a negative declaration; and, be it further

RESOLVED, that the City hereby determines that the involvement of a Corporation as permitted by the Act and the Corporation's undertaking of the Project and the transfer of the Development Property from the City to the Corporation will relieve the

burdens of government and are consistent with and in furtherance of the public purposes and powers set forth within the Act, and, be it further

RESOLVED, that the formation of the Corporation pursuant to the Act is hereby approved and that the City shall serve as the sole member of the Corporation, acting by and through the Mayor of the City; and, be it further

RESOLVED, that the City hereby appoints the following individuals to serve as Directors of the Corporation:

- 1. Anthony J. Dolce, City Mayor, ex officio
- 2. Willie Rosas, Councilman-at-large, ex officious
- 3. Steven Neratko, Director of Development, ex officio

And, be it further

RESOLVED, that the Mayor, or the Mayor's designee, in consultation with the City Attorney, is authorized to execute or cause to be executed the filing of a Certificate of Incorporation for the Corporation; and, be it further

RESOLVED, that the Directors and Officers of the Corporation be, and the same hereby are, authorized, empowered and directed to do all things and acts and to execute all documents as may be necessary or advisable and proper to carry on the business of the Corporation; and, be it further

RESOLVED, that, in accordance with Section 1411(d)(3) of the Act, and prior to finally authorizing the conveyance of the Development Property to the Corporation as contemplated herein, the City Clerk is hereby authorized to undertake the publication of a notice of a public hearing to consider the proposed sale, such notice to be published in the City's official newspaper at least 10 days prior to the date upon which the Common Council shall convene again and provide final authorization of the sale of the Development Property to the Corporation; and, be it further

RESOLVED, that these resolutions shall take effect immediately.

Appendix A - Resolution No. 41-2015

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE CITY OF DUNKIRK, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF DEER STREET WITH THE NORTH LINE OF LAKE SHORE DRIVE EAST,

THENCE NORTH ALONG THE WEST LINE OF DEER STREET AND ITS EXTENSION NORTH, A DISTANCE OF 379.70 FEET TO THE NORTH LINE OF DEER STREET:

THENCE WEST ALONG THE NORTH LINE OF DEER STREET, THE NORTH LINE OF LANDS CONVEYED TO BARONE AND STEGER BY DEED RECORDED IN THE CHAUTAUQUA COUNTY CLERK'S OFFICE IN LIBER 823 AT PAGE 487, THE NORTH LINE OF LANDS CONVEYED TO KAZMIERSKI BY DEED RECORDED IN THE CHAUTAUQUA COUNTY CLERK'S OFFICE IN LIBER 494 AT PAGE 157 AND THE NORTH LINE OF SAMMARTINO BY DEED RECORDED IN THE CHAUTAUQUA COUNTY CLERK'S OFFICE IN LIBER 242 AT PAGE 433, SAID LINE ALSO BEING PARALLEL WITH THE NORTH LINE OF LAKE SHORE DRIVE EAST, A DISTANCE OF 260.89 FEET TO THE WEST LINE OF SAMMARTINO AS RECORDED IN THE CHAUTAUQUA COUNTY CLERK'S OFFICE IN LIBER 242 AT PAGE 433;

THENCE SOUTH ALONG THE WEST LINE OF SAID LANDS OF SAMMARTINO, A DISTANCE OF 379.70 FEET TO SOUTHWEST CORNER OF SAID LANDS OF SAMMARTINO, SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF LANDS CONVEYED TO THE CITY OF DUNKIRK IDA BY DEED RECORDED IN THE CHAUTAUQUA COUNTY CLERKS OFFICE IN LIBER 2191, PAGE 232, SAID CORNER ALSO BEING ON THE NORTH LINE OF LAKE SHORE DRIVE EAST;

THENCE EAST ALONG THE NORTH LINE OF LAKE SHORE DRIVE EAST, A DISTANCE OF 260.89 FEET TO THE POINT OR PLACE OF BEGINNING.