

AGENDA - COMMON COUNCIL MEETING – July 21, 2015 - 5:30 PM
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 Fire Chief Edwards to add members to the City of Dunkirk Fire Roll.
 2. Request from the First Ward Falcon Club to close S. Serval Street between Lake Shore Drive and Chestnut Street on Friday, September 4th thru Sunday, September 6th from 5:00 PM to midnight for their annual Labor Day activities.
 3. Request from Blessed Mary Angela Parish for permission to close Jerboa Street from Route 5 north to the St. Hyacinth auditorium property line (at fence) on August 9th from 10:00 AM until 6:00 PM for their "Annual Summer Festival."
 4. Request from Raul Rosado and Darnell Baldwin to host a Basketball Tournament on July 25th, 2015 at the Wright Park courts.
 5. Loudspeaker application from:
 - a) First Ward Falcons Club for live music on September 4th, September 5th & September 6th from 6:00 PM to 10:00 PM for their annual Labor Day Street Dance.
 - b) Blessed Mary Angela Parish for Radio equipment and live music August 9th from 12:00 PM until 4:00 PM.
 6. Prior Notice from Barbara Hauck informing of a drainage issue between Lake Shore Drive and Chestnut Street.
 7. Notice of Claim from the Dunkirk Yacht Club for costs incurred from sewer repairs.
 8. Notice of Summons from:
 - a) Robert L. Jamalkowski.
 - b) Amy J. Harper.
 - c) Carol J. Ludwig and James S. O'Rourke.

7. Reports of Standing Committees, Boards and Commissions.
8. Unfinished Business:
 52. Resolution Awarding Bid for Dredging City Boat Launch Recreational Channel.
9. Pre-filed Resolutions:
 53. Resolution Authorizing Transfer of 209 Deer Street.
 54. Resolution Awarding Bid for Dredging City Boat Launch Recreational Channel.
 55. Resolution Authorizing Grant Application NYSOCR Main Street Program.
 56. Resolution Awarding Bid for Demolition (209 Lake Shore Drive East and 142 Maple Avenue).
 57. Resolution Authorizing Grant Application for Consolidated Funding Application.
 58. Resolution Authorizing Budget Line Modifications (Chadwick Bay Regional Development Corporation) for Fiscal Year 2015.
 59. Resolution Authorizing Budget Line Modifications (Police K-9) for Fiscal Year 2015.
 60. Resolution Authorizing Budget Modifications (July 2015).
10. New Business:
11. Adjournment.

Nicole Joiner
City Clerk

CITY OF DUNKIRK FIRE DEPARTMENT
MICHAEL D. EDWARDS JR. FIRE CHIEF
311 EAGLE STREET
DUNKIRK N.Y. 14048
716-366-2577 E-MAIL dkfire@netsync.net

2015 JUL 15 AM 11:21

RECEIVED
CITY CLERK'S OFFICE
DUNKIRK, N.Y.

July 15, 2015

City Clerk Nicole Joiner and Dunkirk Common Council,

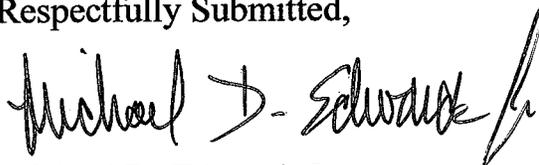
Please add the following names to the City of Dunkirk Fire Roll.

Juan Cordova Perez 10162 Rt. 60 Fredonia N.Y.

Abner Gonzalez 629 Main St. Dunkirk N.Y.

Kyle Perry 28 St. Hedwigs Dunkirk N.Y.

Respectfully Submitted,



Michael D. Edwards Jr.
Fire Chief



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DUNKIRK, N.Y.

2015 JUL 14 PM 12:47

July 14, 2015

Mayor Dolce & Common Council Members:

The First Ward Falcon Club is requesting permission to close Serval Street, between Lake Shore Dr. East and Chestnut Street. This would take place on Friday Sept. 4, Sat. Sept. 5, and Sunday Sept. 6, 2015. The reason for this request is so that we can hold our annual Labor Day street dance.

At this time we would also like to request the use of barricades at each intersection to accomplish the street closing. We would also like to request the use of garbage cans for our parking lot.

Be it known that no events will actually take place directly in the street; this closing is to ensure the safety of our patrons. Any questions feel free to contact me at (716) 952-7104.

Thank-you,

A handwritten signature in black ink, appearing to read 'William J. Barnes', written in a cursive style.

William J. Barnes

President, First Ward Falcon Club

Blessed Mary Angela Parish
(formerly known as SS. Hyacinth/Hedwig Parish)
Pastoral Minister Office
12 N. Pangolin Street
Dunkirk, New York 14048
(716) 366-1950

RECEIVED
JUL 14 2015
MAYOR'S OFFICE

July 8, 2015

City of Dunkirk, New York
Mayor Anthony Dolce
Honorable Members of the Common Council
City Hall
Dunkirk, New York 14048

Re: BMA Annual Summer Festival

Dear Mayor and Members of Common Council:

I am writing you representing Blessed Mary Angela Parish and in preparation of our upcoming annual summer festival, August 9th, and we respectfully request the street closing of Jerboa Street on that date from Rt. 5 north to the St. Hyacinth Auditorium property line (at fence) from 10:00 AM to 6:00 PM.

Please contact me with any questions you may have. We greatly appreciate your consideration of our request.

Sincerely,

M. Paulette Pacos

M. Paulette Pacos
Festival Chairperson
Mobile Phone (816) 457-3150
Mpp/cc:file

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CITY CLERK'S OFFICE
DUNKIRK, N.Y.
2015 JUL 14 PM 1:39

Basketball Tournament

We are interested in hosting a basketball tournament to raise funds to restore our local basketball courts. Making this an annual event is also a goal of ours. Wright Park is our goal location to hold this event. We are requesting permission to use the facility. All funds will go towards the restoration of Wright Park basketball courts. Future events will be used to restore other location also.

RR ⁷⁻²⁵⁻¹⁵ ~~August 29 2015~~ is our goal date to host the event.

Raul Rosado - 716-410-0901 - 10825 Arrowhead dr. Apt 3

Darnell Baldwin - 716-679-5473

2015 JUL 16 AM 11:41

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CLERK'S OFFICE
DUNKIRK, N.Y.

APPLICATION FOR LOUDSPEAKER SPECIAL PERMIT NO.

(DCC-47-6-C)

DATE OF APPLICATION (must be 30 days Prior to event): <u>7/14/15</u>		
*No more than 3 days TOTAL per Individual or Group - per year EVENT SPECIFICS * EXCLUDES HARBORFRONT AREA		
DATE: <u>9/4 - 9/6</u> TIME: <u>6pm - 10pm</u> LOCATION OF EVENT: <u>1ST WARD FALCONS</u>		
SPONSOR:		
NAME: <u>FIRST WARD FALCON CLUB</u>		PHONE NO. <u>366-5797</u>
ADDRESS: <u>341-343 LAKE SHORE DR E</u> <u>DUNKIRK, NY 14048</u>		
<input type="checkbox"/> INDIVIDUAL <input checked="" type="checkbox"/> CORPORATE <input type="checkbox"/> CHARITABLE <input type="checkbox"/> COMMUNITY		
RESPONSIBLE INDIVIDUAL:		
NAME: <u>WILLIAM BARNES (PRESIDENT)</u>		PHONE: <u>716-952-7104</u>
ADDRESS: <u>61 BURGESS ST. SILVER CREEK, NY 14136</u>		
REASON: <u>LABOR DAY STR. DANCE</u>		
AUDIO DEVICE TO BE USED: <u>BAND SOUND SYSTEM</u>		
<input checked="" type="checkbox"/> PUBLIC EVENT		<input type="checkbox"/> PRIVATE EVENT
NOTIFICATION OF AFFECTED PERSONS		
<input checked="" type="checkbox"/> YES	IF YES, PROOF: <u>DOOR TO DOOR</u>	
<input type="checkbox"/> NO		
I, the undersigned, have read and agree to abide by the provisions set forth in DCC 47-6-C.		
Signature: <u>William Barnes</u> <small>193</small>		
COMMON COUNCIL ACTION		
DEPARTMENTAL REVIEW		
POLICE DEPTOR <u>7/16/15</u>	DATE SENT	REPORT BACK
DEPT OF PUBLIC WORKS <u>OK ASG 7-15-15</u>		
DEPT OF LAW <u>AS 7/16/15</u>		
OTHER		
RECEIPT OF REVIEW		
APPROVAL		
CONDITIONS:		
DISAPPROVED		

RECEIVED
 CITY CLERK'S OFFICE
 DUNKIRK, N.Y.
 2015 JUL 14 PM 12:49

APPLICATION FOR LOUDSPEAKER SPECIAL PERMIT NO.

(DCC-47-6-C)

DATE OF APPLICATION (must be 30 days Prior to event):		July 9, 2015	
*No more than 3 days TOTAL per Individual or Group - per year EVENT SPECIFICS EXCLUDES HARBORFRONT AREA			
DATE:	8/9/15	TIME:	12:00PM-4:00PM
LOCATION OF EVENT:	296 Lake Shore Dr. E.		
SPONSOR:	Blessed Mary Angela Parish		
NAME:	Fr. Matt Nycz	PHONE NO.	366-2307
ADDRESS:	324 Townsend Street Dunkirk, NY 14048		
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE <input checked="" type="checkbox"/> CHARITABLE <input type="checkbox"/> COMMUNITY			
RESPONSIBLE INDIVIDUAL:			
NAME:	Fr. Matt Nycz/Pastor	Paulette Pacos/Chairman	PHONE: 366-2307
ADDRESS:	324 Townsend Street		
REASON:	Blessed Mary Angela Annual Festival		
AUDIO DEVICE TO BE USED: Live Band			
<input checked="" type="checkbox"/> PUBLIC EVENT		<input type="checkbox"/> PRIVATE EVENT	
NOTIFICATION OF AFFECTED PERSONS			
<input type="checkbox"/> YES	IF YES, PROOF:		
<input checked="" type="checkbox"/> NO			
I, the undersigned, have read and agree to abide by the provisions set forth in DCC 47-6-C. <div style="text-align: right; margin-top: 10px;"> Signature: <u><i>Paulette Pacos</i></u> c </div>			
DEPARTMENTAL REVIEW		DATE SENT	REPORT BACK
POLICE DEPT OK 7/15/15 <i>(Signature)</i>			
DEPT OF PUBLIC WORKS <i>(Signature)</i>			
DEPT OF LAW <i>(Signature)</i>			
OTHER			
COMMON COUNCIL ACTION			
RECEIPT OF REVIEW			
APPROVAL			
CONDITIONS:			
DISAPPROVED			

RECEIVED
 CLERK'S OFFICE
 DUNKIRK, N.Y.
 2015 JUL 13 PM 1:54

Barbara J. Hauck
122 S. Ocelot Street
Dunkirk, NY 14048
(716) 785-7145

July 15, 2015

HAND DELIVERED
City of Dunkirk City Clerk
342 Central Avenue
Dunkirk, NY 14048

RE: Prior Notice of Defect

There is a blockage in the right of way preventing water from reaching the only storm water grate between Lake Shore Drive and Chestnut Street. The blockage occurs in the right of way, 21 feet from the storm grate.

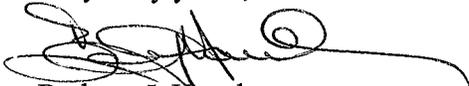
I attempted to correct the problem with private contractors, but I have been met with resistance, including a visit from city police officers. The work I paid for has been undone. My private contractor was ordered to go back and fill in the area.

The blockage is in the City of Dunkirk right of way and must be corrected. The best solution would be a concrete swale from the edge of my concrete driveway to the grate. I am sure with the expertise available to the City, other corrective actions could be discovered to allow proper flow of storm waters.

This prior notice of defect advises you of the damage or risk of injury, to person or property from roadway flooding and ice conditions which develop at the end of my driveway and backs storm water up my driveway apron. This creates a dangerous condition in both warm and cold weather.

Your quick resolution of this problem would be appreciated.

Very truly yours,



Barbara J. Hauck

Cc: Mayor Anthony J. Dolce
Department of Public Works
Councilman at Large Willie Rosas
Councilman Michael Michalski
Councilman William J. Rivera
Councilman Andy Gonzalez
Councilwoman Stacy Szukala

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CITY CLERK'S OFFICE
DUNKIRK, N.Y.
2015 JUL 15 PM 4:07

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 Name: 8. Dunkirk Yacht Club
Claimant Address: P.O. Box 505
Dunkirk, N.Y. 14048
Claimant Telephone Number: (716) 366-3468

This claim is for (injuries/damages alleged): Costs incurred for sewer repair due to contractor negligence. Approximately 8' (eight feet) of sewer pipe was removed and not replaced.

This claim is alleged to have arisen on the 6 day of July, 2015 approximately a.m./p.m. on that date at .

The injuries and/or damages sustained by the Claimant arose in the following manner: Contractor installing water main removed sewer pipe and did not replace it.

The amount and type of injuries and/or damages sustained by the Claimant consist of the following: Around 8' (eight feet) of sewer pipe was not replaced.

WHEREFORE, the undersigned respectfully requests that the within claim be allowed and paid to me.

Respectfully yours, Carl J. Waelawski
Carl J. Waelawski, Pres. DYK
Claimant CW (date) 7-16-2015

State of New York)
County of Chautauqua) ss.:

Carl Waelawski, being duly sworn, 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 16th day of July, 2015.

[Signature]
Notary

JENA WILLEBRANDT
Notary Public, State of New York
No. 01W16065864
Qualified in Chautauque County
Commission Expires 10-29-2017

2015 JUL 16 AM 10:23
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DUNKIRK, N.Y.

CASALE PLUMBING, HEATING & A/C

Invoice

829 Brigham Road
Dunkirk, NY 14048
716-366-1700

Date	Invoice #
7/8/2015	53862

Bill To
Dunkirk Yacht Club PO Box 505 Dunkirk, NY 14048

Service Address
Dunkirk Yacht Club PO Box 505 Dunkirk, NY 14048

P.O. Number	Terms	Due Date	Rep
	Net 30	8/7/2015	Larry

Date	Qty/Hrs	Description	Price Each	Amount
7/6/2015		Plugged sewer. Found clean out by work site and cabled from clean out, could not get cable past work site. Need to dig.		
7/7/2015	3	Larry - Labor	67.00	201.00T
		Dug up sewer and found that about 10' of pipe was missing. One end of pipe coming from DYC and the other end was full of pea stone. Ran sewer machine in pipe but could not unplug. Ran jetter down line 2 times until line cleared. Cleaned up ditch and installed approx. 10' of SDR 35 4" pipe. Back fill ditch and clean up.		
	7	Larry - Labor	67.00	469.00T
	1	4" SDR pipe and ferncos	41.10	41.10T
	1	3 1/2" brass clean out and plug	11.60	11.60T
	2	Bags concrete	8.00	16.00T
	1	use of large sewer machine	50.00	50.00T
	1	use of power washer	125.00	125.00T
	1	Use of backhoe	584.10	584.10T
		Sales Tax	7.50%	112.34



	Payments/Credits	<i>PAID</i> check 4369 7/16/15 80.00
	Balance Due	\$1,610.14

Finance charge of 2% per month on unpaid balances. 18% APR. Limited Warranty on sewer calls - All other Labor, 30 day Warranty.

Warranty - All materials supplied by Casale Plumbing, Heating & Air Conditioning are covered by the manufacturers written warranty. All labor is warranty for 30 days. Guarantee void on sewer cleaning if sanitary napkins, tampons, tree roots, grease or other products foreign to drainage systems are found.

Thank You For Your Business!

Dunkirk Yacht Club

PO Box 505
 Dunkirk NY 14048

Invoice

Due Date	Date	Invoice #
8/15/2015	7/16/2015	3100

Bill To

CITY TREASURER OF DUNKIRK
 CITY HALL
 DUNKIRK, NY 14048

Balance Due	\$1,610.14
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Dunkirk Yacht Club

PO Box 505
 Dunkirk NY 14048

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT.

Due Date	Date	Invoice #
8/15/2015	7/16/2015	3100

Item	Description	Qty	Rate	Amount
Reimbursement	Reimbursement for costs incurred for sewer repair due to contractor negligence. Approximately 8' (eight feet) of sewer pipe was removed and not replaced.		1,610.14	1,610.14
	Sales Tax		7.50%	0.00
Total				\$1,610.14
Payments/Credits				\$0.00
Balance Due				\$1,610.14

STATE OF NEW YORK
SUPREME COURT : COUNTY OF CHAUTAUQUA
ROBERT L. JAMALKOWSKI,

Plaintiff,

v.

ERIE AND NIAGARA INSURANCE ASSOCIATION,
CITY OF DUNKIRK,
BANK OF AMERICA NA f.k.a.
BAC HOME LOANS SERVICING LP f.k.a.
COUNTRYWIDE HOME LOANS SERVICING LP,
Defendants.

FILED
CHAUTAUQUA COUNTY CLERK

2015 JUL -6 AM 10:51

SUMMONS

Index No. K1 2015-908

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED AND REQUIRED to serve upon the plaintiff's attorney, at the address stated below, a written answer to the attached verified complaint. If this summons is served upon you within the State of New York by personal service you must respond within TWENTY (20) days after service, not counting the day of service. If this summons is not personally delivered to you within the State of New York you must respond within THIRTY (30) days after service is completed, as provided by law.

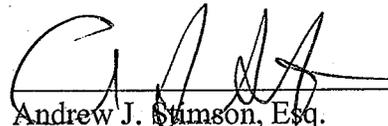
If you do not respond to the attached verified complaint within the applicable time limitation stated above, a judgment will be entered against you by default for the relief demanded in the verified complaint, without further notice to you.

Plaintiff designates the County of Chautauqua as the venue of trial, because, among other things, defendant City of Dunkirk is a city situated in the County of Chautauqua.

Dated: July 3, 2014

THE LAW OFFICE OF ANDREW J. STIMSON

By:



Andrew J. Stimson, Esq.

Counsel for Plaintiff

3990 McKinley Parkway, Suite 3

Buffalo, New York, 14219

2015 JUL -6 AM 11:41

CHAUTAUQUA COUNTY CLERK'S OFFICE
DUNKIRK, N.Y.

STATE OF NEW YORK
SUPREME COURT : COUNTY OF CHAUTAUQUA

ROBERT L. JAMALKOWSKI,
Plaintiff,

v.

ERIE AND NIAGARA INSURANCE ASSOCIATION,
CITY OF DUNKIRK, and
BANK OF AMERICA NA f.k.a.
BAC HOME LOANS SERVICING LP f.k.a.
COUNTRYWIDE HOME LOANS SERVICING LP,
Defendants.

VERIFIED COMPLAINT

Index No. K12015-908

2015 JUL -6 AM 10:51

FILED
CHAUTAUQUA COUNTY CLERK

Plaintiff ROBERT L. JAMALKOWSKI, by his attorney, The Law Office of Andrew J.

Stimson, for his complaint against defendants states and alleges the following:

PARTIES AND VENUE

1. Plaintiff ROBERT L. JAMALKOWSKI ("PLAINTIFF") is a resident of the Town of Evans, in the County of Erie, in the State of New York.
2. Defendant ERIE AND NIAGARA INSURANCE ASSOCIATION ("ERIE & NIAGARA") is a New York co-operative property/casualty insurance assessment corporation, organized under Insurance Law § 6605, with an address for its principal executive office listed with the New York Department of Financial Services at 8800 Sheridan Drive, Williamsville, NY 14231-9062, in Erie County.
3. Defendant CITY OF DUNKIRK ("DUNKIRK") is a city and municipality in the County of Chautauqua.
4. Defendant BANK OF AMERICA NA f.k.a BAC HOME LOANS SERVICING LP f.k.a. COUNTRYWIDE HOME LOANS SERVICING LP ("BOA") is a National Bank organized

2015 JUL -6 AM 11:42

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CITY CLERK'S OFFICE
DUNKIRK, N.Y.

under the laws of the United States, and doing business in the State of New York.

5. Venue is proper, because, among other reasons, one or more of the defendants resides in Chautauqua County, DUNKIRK is a city in the County of Chautauqua, and this action relates to real property situated in the County of Chautauqua.

FIRST CAUSE OF ACTION

Breach of Contract against ERIE & NIAGARA

6. On or about November 1, 2012, ERIE & NIAGARA issued policy number RF 0049752 (the "Policy"), effective December 16, 2012 through December 16, 2015, insuring the premises located at 157 Point Drive North, Dunkirk, NY 14048 (the "Premises") against losses caused by various sources of harm, including, but not limited to, fire.

7. The Policy lists the Plaintiff as the "Insured."

8. The Policy lists defendant BOA as "Mortgagee(s) or Secured Party."

9. On or about July 6, 2013, the residence located on the Premises sustained a covered loss (the "Loss") by a covered peril under the Policy.

10. Specifically, the Loss was a total loss of the residence on the Premises from a fire.

11. Following the loss, Plaintiff filed a claim with ERIE & NIAGARA (the "Claim").

12. Upon information and belief, ERIE & NIAGARA assigned the claim number 37790.

13. Upon information and belief, ERIE & NIAGARA referred the Claim to its adjuster, Todd D. Mahoney, of A.E. Mahoney & Co., Inc., 17 Limestone Drive, Suite 4, Buffalo, New York, 14221, who, in all respects, was authorized to act as ERIE & NIAGARA's agent for purposes of

adjusting Plaintiff's claim.

14. ERIE & NIAGARA, by and through its agents, has failed to pay out on the Claim.

15. Plaintiff has met and fulfilled all conditions precedent to payment of the Claim under the Policy.

16. ERIE & NIAGARA is obligated under the Policy to the extent of "property coverage" for the "residence," in the amount of \$90,000.00.

17. As a result of the failure by ERIE & NIAGARA to pay out the Claim under the Policy in a timely fashion, Plaintiff has been forced to obtain legal counsel and has incurred additional damages in the form of court fees and attorney's fees.

18. For the foregoing reasons, ERIE & NIAGARA is obligated and liable to PLAINTIFF in the amount of \$90,000.00, plus attorney's fees and costs.

SECOND CAUSE OF ACTION

Declaratory Judgment with respect to Plaintiff, ERIE & NIAGARA, and BOA

19. Plaintiff repeats and realleges paragraphs 1 through 18 as if fully set forth herein.

20. Prior to the date of the Loss, defendant BOA commenced a foreclosure proceeding alleging a default on a mortgage against the Premises, captioned *BAC Home Loans Servicing LP v. Robert Jamalkowski and City of Dunkirk*, Index No. K1 20090 01614 (Sup. Ct., Chautauqua Co, filed Sept. 16, 2009).

21. On October 29, 2010, correspondence was sent to the Court from counsel for the plaintiff requesting that it withdraw its judgement of foreclosure and sale. This correspondence was received by the court and entered into the docket on November 15, 2010.

22. On March 4, 2011, a Final Judgment for Foreclosure and Sale (the "Judgment") was entered.

23. Since entry of the Judgment, BOA has failed to bring a foreclosure sale.

24. Because the Premises were never sold at auction following the Judgment, Plaintiff remains the owner of the equity of redemption of the Premises.

25. Because a referee's deed was never recorded following a foreclosure sale, Plaintiff remains the owner of record of the Premises.

26. Plaintiff is the legal and equitable owner of the Premises.

27. Plaintiff is listed on the Policy as the "Insured" and is the primary insured party on the Policy.

28. BOA is listed on the Policy as the "Mortgagee(s) or Secured Party" and is the secondary insured on the Policy.

29. ERIE & NIAGARA is obligated to Plaintiff on the Policy as the primary insured and to BOA as the secondary insured.

30. For the foregoing reasons, Plaintiff requests the Court declare the interests of Plaintiff, BOA, and ERIE & NIAGARA with respect to ownership of the Premises and coverage under the Policy; specifically to declare that Plaintiff is the owner of the Premises at law and equity, Plaintiff is the primary insured on the Policy, and ERIE & NIAGARA is obligated to Plaintiff under the Policy.

THIRD CAUSE OF ACTION

Declaratory Judgment with respect to Plaintiff and the City of Dunkirk

31. Plaintiff repeats and realleges paragraphs 1 through 30 as if fully set forth herein.

32. Following the Loss, defendant DUNKIRK obtained a demolition of the Premises by S. St. George Enterprises Inc., doing business as MSB Gravel Products ("St. George"), with an address at 3689 Webster Road, Fredonia, New York, 14063-0348.

33. Upon information and belief, on July 10, 2013, St. George submitted to DUNKIRK its proof of insurance and "9A hauling permit," referring to a New York Department of Environmental Conservation waste transport permit permitting the transport of, among other things, asbestos.

34. Upon information and belief, on July 10, 2013, DUNKIRK's agent Allan L. Zurawski, Housing, Building and Zoning Officer, sent or delivered a letter to PLAINTIFF (the "July 10, 2013 Letter") stating, in relevant part:

"Dear Mr. Jamalkowski:

According to the Tax Assessor's Office you are the owner of the above referenced property.

An inspection conducted of the fire damaged property July 10, 2013 revealed that the structure located at the above referenced address is a danger to the health, safety and welfare of the general public. The property as it exists is deemed to be immediate hazard.

The building located at 157 Point Drive North must be razed immediately as per Section 56-2070 of the Property Maintenance Code of the City of Dunkirk, New York."

35. Upon information and belief, on July 11, 2013, St. George submitted a bid proposal to demolish the Premises for \$22,400.00.

36. Upon information and belief, an "Application for Building and Zoning Permit" date July 12, 2013 (the "Application"), was completed, which requested permission to "demolish two story residence – FIRED DAMAGED – emergency demolition inc. shed."

37. Upon information and belief, the Application was completed by Mr. Zurawski.

38. Upon information and belief, Mr. Zurawski signed and dated the application on July 16, 2013.

39. Upon information and belief, Mr. Zurawski issued a "Building – Zoning Permit," dated July 12, 2013 (the "Permit"), granting permission to "demolish two sty. Res. Inc. shed Fire dmgd. Emergency demolition."

40. The Property Maintenance Code of the City of Dunkirk, New York (the "Code"), section 56-2070, referenced in the July 10, 2013 letter, states:

§ 56-2070 Emergency Measures.

1. When, in the opinion of this Housing, Building and Zoning Officer, there is imminent danger of failure or collapse of a building or structure which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building occupants or those in the proximity of any structure because of fire damage, explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the Housing, Building and Zoning Officer is authorized and empowered to order and require the occupants to vacate the premises. The Housing, Building and Zoning Officer shall cause to be posted at each entrance to such structure a notice reading as follows:

"THIS STRUCTURE IS UNSAFE AND
ITS OCCUPANCY HAS BEEN
PROHIBITED BY THE CITY OF
DUNKIRK HOUSING, BUILDING AND
ZONING OFFICER."

2. It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or demolishing the same.

3. Whenever, in the opinion of the Housing, Building and Zoning Officer, there is imminent danger due to an unsafe condition, the Housing, Building and Zoning Officer shall order the necessary work to be done, including the boarding-up of openings, to render such structure temporarily safe whether or not the legal procedure described has been instituted. For the purpose of this Section, the Housing, Building and Zoning Officer shall employ the necessary labor and materials to perform the required work as expeditiously as possible. Costs incurred

in the performance of emergency work shall be paid from the treasury of the jurisdiction on approval of the Housing, Building and Zoning Officer. The legal counsel of the jurisdiction shall institute appropriate action against the owner of the premises where the unsafe structure is or was located for the recovery of such costs against the areas estate upon which the structure is located and

4. When necessary for the public safety, the Housing, Building and Zoning Officer shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, public ways and places adjacent to unsafe structures, and prohibit the same from being utilized.

5. Any person ordered to take emergency measures shall comply with such order. Any affected person shall, upon petition direct to the Property Maintenance Board, be afforded a hearing to discuss the situation.

41. Section § 56-2080 of the Code states:

§ 56-2080 Demolition.

1. The Housing, Building and Zoning Officer shall order the owner of any premises with any structure, which in the Housing, Building and Zoning Officer's judgment is so old, dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to raze and remove such structure. If such structure is capable of being made safe by repairs, the owner shall repair and make safe and sanitary or raze and remove (in compliance with the Housing, Building and Zoning Officer's instructions and conditions) at the owner's option. Where there has been a cessation of normal construction of any structure for a period of more than two years, the Housing, Building and Zoning Officer may order the owner to raze and remove such structure (in compliance with the Housing, Building and Zoning Officer's instructions and conditions).

2. If the owner of a premises fails to comply with a demolition order within the time prescribed, the Housing, Building and Zoning Officer shall notify the owner of his/her right to request a hearing between the owner of the structure and the City Council to allow the owner an opportunity to be heard and explain reasons for non-compliance. If the owner fails to request a hearing within ten (10) days of the date of the Housing, Building and Zoning Officer's letter, the matter shall go forward without a hearing. If a hearing is requested within the designated time, it shall be scheduled for the next available Council Meeting. A decision will be made at the hearing or within a reasonable time thereafter and the owner shall abide by the decision of the City Council. If the owner fails to comply with the decision of the City Council, the Building and Zoning Officer shall cause the structure to be razed and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such razing and removal shall be charged shall be a lien upon such real estate, and/or shall be recovered by

Civil Action against the owner(s), and/or shall be added to the City tax levy against the relevant parcel.

3. When any structure has been ordered razed and removed, the City Council or other designated officer under said contract or arrangement shall have the right to sell the salvage and valuable materials at the highest price obtainable. The net proceeds of such sale, after deducting the expenses of such razing and removal, shall be remitted to the owner, with a report of such sale or transaction, including the items of expense and the amounts deducted for the person who is entitled, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.

42. The emergency measure ordered by Mr. Zurawki in the July 10, 2013 Letter, i.e., that the structure be immediately razed, is not a permitted or enumerated measure under the Code, Section § 56-2070.

43. PLAINTIFF was never given a hearing as is his right and DUNKIRK's obligation under the Code, Section § 56-2080.

44. DUNKIRK, by and through its agent Mr. Zurawki, exceeded its lawful authority and violated the due process rights of PLAINTIFF by ordering an emergency demolition of the Premises without a hearing and without following the procedures of the Code.

45. Upon information and belief, St. George commenced demolition on July 12, 2013, the same day that the Permit was issued.

46. Upon information and belief, DUNKIRK, through its agent or its contractor St. George, never conducted any inspections or tests to determine if there was asbestos in the Premises, but rather just assumed there was, thereby greatly adding to the costs of demolition.

47. St. George demolished the residential structure on the Premises that was damaged in the fire, but also a shed or garage that was structurally sound and a fence surrounding the Premises. The shed and fence were not unsafe structures and did not need to be demolished.

48. Defendant DUNKIRK, through its agents and representatives, has stated to Plaintiff

and ERIE AND NIAGARA that it possesses a lien against the Premises for demolition costs .

49. Under General Municipal Law § 22 and Insurance Law § 331, in order to claim a lien against the proceeds of a fire insurance policy, a municipality or tax district must first, as a condition precedent, file a certificate of lien with the superintendent of insurance.

50. Upon information and belief, DUNKIRK has not filed a certificate of lien.

51. DUNKIRK has otherwise failed to perfect a lien against the Premises or the proceeds of any payment on the Policy.

52. For the foregoing reasons, Plaintiff requests the Court declare the interests of Plaintiff and DUNKIRK with respect to the Premises, the Policy, the demolition of the Premises, and any lien that may be asserted by DUNKIRK with respect to the same; specifically to declare that DUNKIRK possesses no lien as against the property or the proceeds of any payment on the Policy because, among other things, DUNKIRK ordered the demolition of the structures on the Premises without lawful authority and in violation of the due process rights of PLIANTIFF, and that DUNKIRK has not fulfilled the conditions precedent under Under General Municipal Law § 22 and Insurance Law § 331 to assert any such lien.

WHEREFORE, Plaintiff demands relief and judgment against Defendant as follows:

1. On the First Cause of Action, a money judgment against ERIE & NIAGARA in the \$90,000.00, plus attorney's fees and costs.
2. On the Second Cause of Action, judgment declaring the interests of Plaintiff, BOA, and ERIE & NIAGARA in the Premises and the Policy and declaring Plaintiff the owner of the Premises at law and equity and the primary insured on the Policy.

3. On the Third Cause of Action, judgment declaring the interests of Plaintiff and DUNKIRK with respect to the Premises, the Policy, and any lien against either and declaring that DUNKIRK possesses no lien as against the premises or the proceeds of any payment on the Policy.
4. Ordering such other and further relief as to the Court may seem just and proper.

Dated: June 25, 2014

THE LAW OFFICE OF ANDREW J. STIMSON

By: 

Andrew J. Stimson, Esq.
Counsel for Plaintiff
3990 McKinley Parkway, Suite 3
Buffalo, New York, 14219

STATE OF NEW YORK
Supreme Court: County of Chautauqua

AMY J. HARPER
9448 S. Swede Road
Brocton, New York 14716

Plaintiff,

-vs-

THE CITY OF DUNKIRK
342 Central Avenue
City Hall
Dunkirk, New York 14048;

S. TABONE CONSTRUCTION CO. INC.
3712 Straight Road
Fredonia, New York 14063;

RITA J. DANIELS
64 North Ermine Street
Dunkirk, New York 14048,

Defendants.

Index No. K12015-915

SUMMONS

FILED
CHAUTAUQUA COUNTY CLERK
2015 JUL -7 AM 8:48

To the above named Defendants:

You are hereby Summomed to answer the complaint in this action, and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the state, or within 30 days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Plaintiff designates Chautauqua County as the place of Trial.
The basis of the venue is Residence of Plaintiff
Plaintiff resides at 9448 S. Swede Road, Brocton, New York County of Chautauqua

Dated this 1st day of July, 2015

Yours, etc.,

DAVID M. CIVILETTE, P.C.
Attorneys for Plaintiff
Office and Post Office Address
643 Central Avenue
Dunkirk, New York 14048
Tele: (716)-2011

To the above named Defendant :

The nature of the action is : Personal Injury
The relief sought is : Money Damages

RECEIVED
CITY CLERK'S OFFICE
DUNKIRK, N.Y.

2015 JUL -8 PM 3:49

STATE OF NEW YORK
SUPREME COURT

COUNTY OF CHAUTAUQUA

AMY J. HARPER
9448 S. Swede Road
Brocton, New York 14716

Plaintiff,

-vs-

VERIFIED COMPLAINT

THE CITY OF DUNKIRK
342 Central Avenue
City Hall
Dunkirk, New York 14048;

Index No. K12015-915

S. TABONE CONSTRUCTION CO. INC.
3712 Straight Road
Fredonia, New York 14063;

RITA J. DANIELS
64 North Ermine Street
Dunkirk, New York 14048,

Defendants.

FILED
CHAUTAUQUA COUNTY CLERK
2015 JUL -7 AM 8:48

Plaintiff, by and through her attorney, DAVID M. CIVILETTE, P.C., as and for her
Verified Complaint, states and alleges as follows:

1. At all times hereinafter mentioned, plaintiff was and is a resident of the County of Chautauqua, State of New York.
2. That at all times hereinafter mentioned, the defendant, City of Dunkirk, (hereinafter referred to as "Dunkirk") was and is a municipal corporation duly existing under and by virtue of the laws of the State of New York.

3. That at all times hereinafter mentioned, defendant S. Tabone Construction Company (hereinafter referred to as "Tabone") was and is a domestic corporation duly existing under and by virtue of the laws of the State of New York and was doing business in the State of New York on and prior to July 4, 2014.

4. That at all times hereinafter mentioned, the defendant, Rita J. Daniels (hereinafter referred to as "Daniels"), upon information and belief, at all relevant times, was and is a resident of the City of Dunkirk, County of Chautauqua and State of New York, and the owner of the property located 64 North Ermine Street .

AS AND FOR A FIRST CAUSE OF ACTION

5. Plaintiff restates and re-alleges paragraphs numbered "1" through "4" of her Complaint as though fully set forth herein.

6. That at all times hereinafter mentioned, North Ermine Street in the City of Dunkirk was and still is a public street and the sidewalks abutting in and/or adjacent to 64 North Ermine Street were and still are in use by the residents of the City of Dunkirk and others.

7. That at all times hereinafter mentioned, defendant, City of Dunkirk, its servants, agents and/or employees constructed, installed, operated, maintained, managed and controlled the public sidewalks abutting and/or adjacent to 64 North Ermine Street.

8. That at all times hereinafter mentioned, it was the duty of defendant, City of Dunkirk, its servants, agents and/or employees to maintain the public sidewalks abutting and/or adjacent to 64 North Ermine Street in a reasonably safe and suitable condition and repair.

9. That in 2012 Dunkirk sponsored a "sidewalk replacement program" pursuant to the Dunkirk City Code Section 65-28.

10. That in 2012, plaintiff was accepted by the Dunkirk into such "sidewalk replacement program."

11. That in a document entitled "City of Dunkirk 2012 Sidewalk Program Policy & Informational Sheet", Dunkirk stated that the property owner could choose their own contractor, but Dunkirk specifically provided in their official documents the names of contractors who perform such work, and stated that such enumerated companies do the majority of the sidewalk work for the sidewalk replacement program. One of those contractors was Tabone.

12. That Tabone performed the replacement of the plaintiff's sidewalk pursuant to the "sidewalk replacement program".

13. That according to the requirements relating to the sidewalk replacement program, Dunkirk was obligated to perform an inspection prior to and upon the completion of the replacement work on the sidewalk abutting and/or adjacent to 64 North Ermine Street. A March 28, 2012 letter from Dunkirk to property owner Daniels also set forth the requirement of a pre and post inspection of the sidewalk replacement by Dunkirk.

14. That on and prior to the 4th day of July, 2014, Dunkirk, disregarding their duties, negligently and carelessly inspected and approved the work performed by Tabone, thereby causing and permitting the sidewalk abutting and/or adjacent to 64 North Ermine Street, to

become and remain in an unsafe and dangerous condition in that an unfilled-in space was created and existed between the edge of the sidewalk and the grassy area adjacent to such sidewalk, all of which Dunkirk had due notice or by reasonable inspection thereof, might and should have due notice.

15. That on the 4th day of July, 2014 at approximately 10:00 p.m., the plaintiff was lawfully upon North Ermine Street and was passing along the sidewalk abutting and/or adjacent to the premises known and designated as 64 North Ermine Street and owing to the negligence of Dunkirk in failing to maintain and keep the sidewalks in a safe and proper condition, plaintiff stepped into said unfilled-in space between the edge of the sidewalk and the grassy area adjacent to such sidewalk and was caused to fall to the ground and sustain the injuries hereinafter alleged.

16. Dunkirk, their agents, servants and/or employees were negligent in causing and permitting the public sidewalk on North Ermine Street specifically abutting and/or adjacent to 64 North Ermine Street, City of Dunkirk, State of New York, to be created and remain in a defective and dangerous condition, failing to protect pedestrians in connection with said condition; causing and permitting said condition to exist so that pedestrians were liable or prone to trip, stumble and/or fall into said space between the edge of the sidewalk and the grassy area adjacent to such sidewalk; in failing to place lights, signals, signs or other warning or protective devices at or near the space between the edge of the sidewalk and the grassy area adjacent to such sidewalk; in failing to place any guards, fences and/or warning signs around the space

between the edge of the sidewalk and the grassy area adjacent to such sidewalk; and in failing to remove or remedy the dangerous condition.

17. By reason of the foregoing and by reason of Dunkirk's negligence, plaintiff was severely injured, bruised and wounded; suffered and still suffers, and will continue to suffer for some time to come great physical and mental pain and great bodily injuries, and became sick, sore and disabled and so remains, some of which injuries plaintiff is informed and believes are permanent in their nature; those injuries include, but are not limited to, hands, wrists, neck, knees, ankle and face.

18. By reason of the foregoing, plaintiff has been confined to hospital, bed and home for a considerable length of time and plaintiff was obliged to and did necessarily employ medical aids and attendants and did necessarily pay and become liable therefor for medical services and medicines, and plaintiff will hereafter necessarily incur further expenses of a similar nature.

19. The injuries were due to the carelessness and negligence of Dunkirk, its agents, servants and/or employees and without any negligence on the part of plaintiff contributing thereto.

20. Dunkirk had actual and constructive notice of all of the foregoing.

21. Notice of plaintiff's intention to sue stating, among other things, the time when and the place where the instant injuries were received was duly filed by the plaintiff with Dunkirk, on or about September 26, 2014 and before the commencement of this action.

22. That more than thirty (30) days have elapsed since the aforesaid Notice of Claim was served upon Dunkirk.

23. That Dunkirk, was negligent and has refused and neglected to adjust, settle and pay same.

24. This action has been commenced within one (1) year and ninety (90) days after the happening of the event upon which the claim is based.

25. By reason of the foregoing, plaintiff has been damaged in a sum to be determined upon the trial of this action

AS AND FOR A SECOND CAUSE OF ACTION

26. Plaintiff restates and realleges paragraphs numbered "1" through "25" of her Complaint as though fully set forth herein.

27. That, as set forth above, Dunkirk, endorsed contractor Tabone in the sidewalk replacement program information sheet/document/agreement.

28. That Dunkirk had a duty to carefully and properly review and inspect defendant's work prior to its endorsement of Tabone in its 2012 "sidewalk replacement program".

29. That upon information and belief, Dunkirk failed to carefully and properly review and inspect Tabone's work prior to its endorsement of defendant Tabone in its "sidewalk replacement program."

30. That owing to the negligence of Dunkirk, plaintiff stepped into an un-filled in space between the edge of the sidewalk and the grassy area adjacent to such sidewalk created by defendant Tabone, and was caused to fall to the ground and sustain the injuries hereinafter alleged.

31. By reason of the foregoing and by reason of Dunkirk's negligence and carelessness, plaintiff was severely injured, bruised and wounded; suffered and still suffers, and will continue to suffer for some time to come great physical and mental pain and great bodily injuries, and became sick, sore and disabled and so remains, some of which injuries plaintiff is informed and believes are permanent in their nature; those injuries include, but are not limited to, hands, wrists, neck, knees, ankle and face.

32 By reason of the foregoing, plaintiff has been confined to hospital, bed and home for a considerable length of time and plaintiff was obliged to and did necessarily employ medical aid and attendants and did necessarily pay and become liable therefor for medical services and medicines, and plaintiff will hereafter necessarily incur further expenses of a similar nature.

33 The injuries were due to the carelessness and negligence of Dunkirk, and without any negligence on the part of plaintiff contributing thereto.

34. By reason of the foregoing, plaintiff has been damaged in a sum to be determined upon the trial of this action.

AS AND FOR A THIRD CAUSE OF ACTION

35. Plaintiff restates and realleges paragraphs numbered "1" through "34" of her Complaint as though fully set forth herein.

36. That at all times hereinafter mentioned, on and/or prior to July 4, 2014, pursuant to the "sidewalk replacement program" agreement sponsored by Dunkirk, Tabone performed certain work, labor and/or services upon and relative to the public sidewalks abutting in or adjacent to the premises located at 64 North Ermine Street.

37. At all times hereinafter mentioned, Tabone, a general contractor, arranged for and engaged in a project involving the replacement of the sidewalk abutting and/or adjacent to 64 North Ermine Street.

38. At all times hereinafter mentioned, Tabone supervised, maintained, controlled and performed the excavation, repair, alteration and/or construction work on the sidewalk abutting and/or adjacent to 64 North Ermine Street.

39. That on and prior to the 4th day of July, 2014, Tabone, disregarding their duties, negligently and carelessly permitted the sidewalk abutting and/or adjacent to 64 North Ermine Street, to become and remain in an unsafe and dangerous condition in that a space between the edge of the sidewalk and the grassy area adjacent to such sidewalk was created due to the construction/repair work upon said sidewalks, all of which Tabone had due notice or by reasonable inspection thereof, might and should have due notice.

40. That on the 4th day of July, 2014 at approximately 10:00 p.m., the plaintiff was lawfully upon North Ermine Street and was passing along the sidewalk abutting and/or adjacent to the premises known and designated as 64 North Ermine Street and owing to the negligence of Tabone in creating a hazard and in failing to maintain and keep the sidewalks in a safe and proper condition, plaintiff stepped into said space between the edge of the sidewalk and the grassy area adjacent to such sidewalk and was caused to fall to the ground and sustain the injuries hereinafter alleged.

41. Tabone, their agents, servants and/or employees were negligent in causing and permitting the sidewalk abutting and/or adjacent to 64 North Ermine Street, to be in a defective and dangerous condition and in failing to adequately fill in the trench space between the edge of the sidewalk and the grassy area adjacent to such sidewalk created; causing and permitting the trench/hole to exist; failing to protect pedestrians in connection with said condition; causing and permitting said condition to exist so that pedestrians were liable or prone to trip, stumble and/or fall into said space between the edge of the sidewalk and the grassy area adjacent to such sidewalk ; in failing to place lights, signals, signs or other warning or protective devices at or near the space between the edge of the sidewalk and the grassy area adjacent to such sidewalk ; in failing to place any guards, fences and/or warning around the space between the edge of the sidewalk and the grassy area adjacent to such sidewalk; and in failing to remove or remedy the dangerous condition.

42. Tabone had actual and constructive notice of all of the foregoing.

43. By reason of the foregoing and by reason of Tabone's negligence, plaintiff was severely injured, bruised and wounded; suffered and still suffers, and will continue to suffer for some time to come great physical and mental pain and great bodily injuries, and became sick, sore and disabled and so remains, some of which injuries plaintiff is informed and believes are permanent in their nature; those injuries include, but are not limited to, hands, wrists, neck, knees, ankle and face.

44. By reason of the foregoing, plaintiff has been confined to hospital, bed and home for a considerable length of time and plaintiff was obliged to and did necessarily employ medical aid and attendants and did necessarily pay and become liable therefor for medical services and medicines, and plaintiff will hereafter necessarily incur further expenses of a similar nature.

45. The injuries were due to the carelessness and negligence of Tabone, their agents, servants and/or employees and without any negligence on the part of plaintiff contributing thereto.

46. By reason of the foregoing, plaintiff has been damaged in a sum to be determined upon the trial of this action.

AS AND FOR A FOURTH CAUSE OF ACTION

47. Plaintiff restates and realleges paragraphs numbered "1" through "46" of her Complaint as though fully set forth herein.

48. That at all times hereinafter mentioned, on and/or prior to July 4, 2014, Daniels was the owner of the property located at 64 North Ermine Street.

49. That as the owner of said property, Daniels was responsible for the condition of the sidewalk abutting and/or adjacent to 64 North Ermine Street.

50. That as the owner of said property Daniels knew, was aware of and/or should have known that there existed a defective and dangerous condition, namely a space between the edge of the sidewalk and the grassy area adjacent to such sidewalk, on the sidewalk abutting and/or adjacent to her property at 64 North Ermine Street.

51. That on and/or prior to July 4, 2014, Daniels violated her duty to the plaintiff in that she negligently and/or carelessly created and/or permitted the space between the edge of the sidewalk and the grassy area adjacent to such sidewalk to exist; failing to protect pedestrians in connection with said condition; causing and permitting said condition to exist so that pedestrians were liable or prone to trip, stumble and/or fall into said space between the edge of the sidewalk and the grassy area adjacent to such sidewalk ; in failing to place lights, signals, signs or other warning or protective devices at or near the between the edge of the sidewalk and the grassy area adjacent to such sidewalk ; in failing to place any guards and/or fences around the space between the edge of the sidewalk and the grassy area adjacent to such sidewalk ; and in failing to remove or remedy the dangerous condition.

52. Daniels had actual and constructive notice of all of the foregoing.

53. By reason of the foregoing and by reason of the defendant Daniels' negligence and carelessness, plaintiff was severely injured, bruised and wounded; suffered and still suffers, and will continue to suffer great physical and mental pain and great bodily injuries, and became sick, sore and disabled and so remains, some of which injuries plaintiff is informed and believes are permanent in their nature; those injuries include, but are not limited to, hands, wrists, neck, knees, ankle and face.

54. By reason of the foregoing, plaintiff has been confined to hospital, bed and home for a considerable length of time and plaintiff was obliged to and did necessarily employ medical aid and attendants and did necessarily pay and become liable therefor for medical services and medicines, and plaintiff will hereafter necessarily incur further expenses of a similar nature.

55. The injuries were due to the carelessness and negligence of the defendant Daniels, and without any negligence on the part of plaintiff contributing thereto.

56. By reason of the foregoing, plaintiff has been damaged in a sum to be determined upon the trial of this action.

WHEREFORE, the plaintiff demands judgment against the defendants in an amount to be determined upon the trial of this action, together with the costs and disbursements of this action.

Dated: 7/1 2015

Yours, etc.,

DAVID M. CIVILETTE, P.C.

By: _____

David M. Civilette, Esq.
Attorney for Plaintiff
Office & P.O. Address:
643 Central Avenue
Dunkirk, New York 14048
Tele: (716)366-2011

VERIFICATION

STATE OF NEW YORK)
COUNTY OF CHAUTAUQUA) ss:

I, AMY J. HARPER, being duly sworn, deposes and says that she is the plaintiff in the within entitled action; and that she has read the foregoing COMPLAINT and knows the contents thereof, and that the same is true to her own knowledge, except for matters therein stated to be alleged upon information and belief, and to those matters, she believes it to be true.

Amy J. Harper
AMY J. HARPER

Sworn to before me this
1st day of July, 2015

NOTARY PUBLIC



DAVID M. CIVILETTE
NOTARY PUBLIC, STATE OF NEW YORK
CHAUTAUQUA COUNTY #4511938
MY COMMISSION EXPIRES _____

8/31/17

DELIVER THESE PAPERS TO YOUR LIABILITY INSURANCE CARRIER IMMEDIATELY. FAILURE TO DO SO MAY RESULT IN LOSS OF COVERAGE.

**STATE OF NEW YORK
SUPREME COURT: COUNTY OF CHAUTAUQUA

**CAROL J. LUDWIG and JAMES S. O'ROURKE
Individually and as Husband and Wife
116 Nevins Street
Dunkirk, New York 14048**

Plaintiffs,

vs.

SUMMONS

Index No.: K12015-1778

**GRAF BUILDING LLC
435 Main Street, P.O. Box 241
Dunkirk, New York 14048**

**CITY OF DUNKIRK
342 Central Avenue
Dunkirk, New York 14048**

Defendants.

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED and required to serve upon the plaintiffs' attorneys an Answer to the Complaint in this action within twenty (20) days after the service of the Summons, exclusive of the day of service, or within thirty (30) days after service is complete if this Summons is not personally delivered to you within the State of New York. In case of your failure to answer, judgment will be taken against you by default for the relief demanded in the Complaint.

The basis for the venue designated is the residence of the plaintiffs, which is 116 Nevins Street, Dunkirk, New York 14048.



The Dietrich Law Firm P.C.
1323 North Forest Road
Williamsville, New York 14221

FILED
CHAUTAUQUA COUNTY CLERK
2015 JUN -1 AM 3:13
RECEIVED
CITY CLERK'S OFFICE
DUNKIRK, N.Y.
JUL 13 AM 9:57

DATED: May 19, 2015

Yours, etc.,

THE DIETRICH LAW FIRM P.C.

A handwritten signature in black ink, appearing to read "Nicholas J. Shemik", written over a horizontal line.

Nicholas J. Shemik, Esq.

Attorneys for Plaintiffs

1323 North Forest Road

Williamsville, New York 14221

(716) 839-3939

5. At all times herein relevant, the defendant Graf Building LLC, owned and/or managed the property located at 319 Central Avenue in the City of Dunkirk, the County of Chautauqua and the State of New York.

6. At all times herein relevant, the defendant the City of Dunkirk owned and/or managed the roadway commonly known as Lark Street in the City of Dunkirk, the County of Chautauqua and the State of New York.

7. At all times herein relevant, the defendant Graf Building LLC was responsible for inspecting and maintaining the property located at located at 319 Central Avenue in the City of Dunkirk, the County of Chautauqua and the State of New York, including the drainage pipe that extends from the property.

8. At all times herein relevant, the defendant the City of Dunkirk was responsible for inspecting and maintaining the roadway commonly known as Lark Street in the City of Dunkirk, the County of Chautauqua and the State of New York, including the drainage pipe that empties onto Lark Street.

9. On or about July 31, 2014, at approximately 1:00 p.m., the plaintiff Carol J. Ludwig was lawfully on the property located at 319 Central Avenue in the City of Dunkirk, the County of Chautauqua and the State of New York.

10. On or about July 31, 2014, at approximately 1:00 p.m., the plaintiff Carol J. Ludwig was caused to fall from a substance due to a leaking drainage pipe that extends from the building located at 319 Central Avenue and empties onto Lark Street in the City of Dunkirk, the County of Chautauqua and

the State of New York and as a result the plaintiff Carol J. Ludwig suffered severe, permanent and disabling physical injuries.

11. The fall and resulting injuries described in Paragraph 10 above occurred solely as a result of the carelessness, recklessness and/or negligence of the defendants their servants, agents, employees and/or others for whom the said defendants are responsible, without any fault attributable in any measure to the plaintiff Carol J. Ludwig.

12. That the carelessness, recklessness and/or negligence of the defendants included causing, creating and/or contributing to a dangerous condition, failing to provide a safe environment, failing to maintain the premises in a reasonably safe condition, failing to warn the plaintiff of a dangerous condition, failing to properly inspect said premises and upon information and belief, despite having actual and/or constructive notice of the dangerous condition, failing to correct it and otherwise being careless, reckless and/or negligent.

13. That by reason of the aforesaid, the plaintiff Carol J. Ludwig has sustained severe, permanent, disabling physical injuries and pain and suffering and has been unable to perform her normal and customary duties as well as her usual recreation and leisure activities.

14. The limitations on liability set forth in CPLR Article 16 do not apply herein; one or more of the exemptions set forth in CPLR §1602 applies.

**AS AND FOR A FIRST CAUSE OF ACTION
ON BEHALF OF THE PLAINTIFF CAROL J. LUDWIG
AGAINST THE DEFENDANT GRAF BUILDING LLC**

15. The plaintiff Carol J. Ludwig repeats and re-alleges the above paragraphs as if set forth in their entirety herein.

16. The incident described in Paragraph 10 above occurred as a result of the defendant Graf Building LLC's negligence and/or recklessness without any negligence attributable in any measure to the plaintiff Carol J. Ludwig.

17. As a result of the negligence and/or recklessness of the defendant Graf Building, LLC, as alleged above, the plaintiff Carol J. Ludwig was injured and has suffered damages in an amount which exceeds the monetary jurisdictional limits of all lower New York State Courts but does not exceed the monetary jurisdictional limits of the New York State Supreme Court.

**AS AND FOR A SECOND CAUSE OF ACTION
ON BEHALF OF THE PLAINTIFF CAROL J. LUDWIG
AGAINST THE DEFENDANT CITY OF DUNKIRK**

18. The plaintiff Carol J. Ludwig repeats and re-alleges the above paragraphs as if set forth in their entirety herein.

19. The incident described in Paragraph 10 above occurred as a result of the defendant the City of Dunkirk's negligence and/or recklessness without any negligence attributable in any measure to the plaintiff Carol J. Ludwig.

20. As a result of the negligence and/or recklessness of the defendant the City of Dunkirk, as alleged above, the plaintiff Carol J. Ludwig was

injured and has suffered damages in an amount which exceeds the monetary jurisdictional limits of all lower New York State Courts but does not exceed the monetary jurisdictional limits of the New York State Supreme Court.

**AS AND FOR A THIRD CAUSE OF ACTION
ON BEHALF OF THE PLAINTIFF JAMES S. O'ROURKE
AGAINST THE DEFENDANT GRAF BUILDING LLC**

21. The plaintiff James S. O'Rourke repeats and re-alleges the above paragraphs as if set forth in their entirety herein.

22. The plaintiff James S. O'Rourke is the lawful husband of the plaintiff Carol J. Ludwig and as such is entitled to her companionship, society and consortium and as a result of the injuries herein-before alleged, has been deprived of said companionship, society and consortium and was otherwise required to render services for the care and cure of the plaintiff Carol J. Ludwig and, as such, has been damaged in an amount which exceeds the monetary jurisdictional limits of all the lower courts but does not exceed the monetary jurisdictional limits of the New York State Supreme Court.

**AS AND FOR A FOURTH CAUSE OF ACTION
ON BEHALF OF THE PLAINTIFF JAMES S. O'ROURKE
AGAINST THE DEFENDANT CITY OF DUNKIRK**

23. The plaintiff James S. O'Rourke repeats and re-alleges the above paragraphs as if set forth in their entirety herein.

24. The plaintiff James S. O'Rourke is the lawful husband of the plaintiff Carol J. Ludwig and as such is entitled to her companionship, society and consortium and as a result of the injuries herein-before alleged, has been deprived of said companionship, society and consortium and was otherwise required to

render services for the care and cure of the plaintiff Carol J. Ludwig and, as such, has been damaged in an amount which exceeds the monetary jurisdictional limits of all the lower courts but does not exceed the monetary jurisdictional limits of the New York State Supreme Court.

WHEREFORE, the plaintiffs demand judgment against the defendants, jointly and severally, in an amount which exceeds the monetary jurisdictional limits of all the lower courts but does not exceed the monetary jurisdictional limits of the New York State Supreme Court. The plaintiffs demand such other and further relief as the Court may deem just and proper, together with the costs and disbursements of this action.

DATED: May 19, 2015

Yours, etc.,

THE DIETRICH LAW FIRM P.C.



Nicholas J. Shemik, Esq.
Attorneys for Plaintiffs
1323 North Forest Road
Williamsville, New York 14221
(716) 839-3939

RESOLUTION #52-2015

JULY 7, 2015

BY: ENTIRE COUNCIL

AWARDING BID FOR DREDGING CITY BOAT LAUNCH RECREATIONAL CHANNEL

WHEREAS, the City of Dunkirk published a Legal Notice to Bidders for 10,000 cubic yards of contracted dredging and disposal of accumulated sediment, according to the City's current Federal and State permits at the City Boat Launch at the City Pier; and

WHEREAS, one (1) bidder responded, and did so by documented Federal Express pickup, one day before bids were due, although this sole bid arrived irregularly late by one day, due to a documented Federal Express National Service Disruption; and

WHEREAS, the City of Dunkirk reserved the right to waive bid irregularities, the City Department of Public Works opened and received this bid by Dean Marine & Excavating, 75 Avery Street, Mount Clemens, Michigan 48043, with the bid amounts of One Hundred Sixteen Thousand Five Hundred Dollars and Zero Cents (\$116,500.00) lump sum for dredging, transportation and disposal of dredged materials and Twenty Thousand Dollars and Zero Cents (\$20,000.00) lump sum for mobilization to and from the Dunkirk site, if the contractor also receives the dredging contract award bid concurrently for the Town of Hanover; and

WHEREAS, the Chautauqua County Watershed Coordinator has received funds for this dredging project in the amounts of Fifty Thousand Dollars and Zero Cents (\$50,000.00) from County tourist bed-tax water resource improvement funds, and One Hundred Thousand Dollars and Zero Cents (\$100,000.00) from New York State acquired for this project by State Senator Catherine Young; and

WHEREAS, the Director of Public Works finds this bid to be responsible and recommends that Common Council accept and award this bid for the total amount of One Hundred Thirty-Six Thousand Five Hundred Dollars and Zero Cents (\$136,500.00) and formally waive said bid irregularity, as being in the public interest to do so and causing no harm to contractors, as all others declined to bid; now, therefore be it

RESOLVED, that said bid irregularity is formally waived and the Mayor is hereby authorized and directed to enter into a contract with **Dean Marine & Excavating**, 75 Avery Street, Mount Clemens, Michigan 48043, for dredging and disposal per bid documents and permit documents, and at the lump sum payment of One Hundred Thirty-Six Thousand Five Hundred Dollars and Zero Cents (\$136,500.00), with said contract execution by the City, contingent upon confirmation of the above-referenced concurrent dredging bid acceptance in and by the Town of Hanover, to allow the Twenty Thousand Dollars and Zero Cents (\$20,000.00) lump sum mobilization charge, and also contingent upon fund transfer methods between the County Watershed Coordinator and the City being formalized to the satisfaction of the Fiscal Affairs Officer and the Treasurer of the City of Dunkirk; and, be it finally

RESOLVED, that the Mayor, Treasurer and Fiscal Affairs Officer are hereby authorized and directed, to seek reimbursement to the City of Dunkirk, from the above-described dredging project funds totaling One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) administered by the Chautauqua County Watershed Coordinator, for the Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) in 2014 City funds advanced per Purchase Order #2014-0939, for the permit-required "dredging project sediment sampling," making the total cost of this project \$116,500.00 plus \$20,000.00 plus \$7,500.00 (total \$144,000.00), and pledged to be paid by County-administered funds as described above.

7-7-15 Councilman Gonzalez moved to table this Resolution.
Seconded by Councilman Rivera. Carried, all voting
aye. TABLED.

RESOLUTION #53-2015

JULY 21, 2015

BY: ENTIRE COUNCIL

AUTHORIZING TRANSFER OF 209 DEER STREET

WHEREAS, Evelyn Hernandez-Ruiz, 211 Deer Street, Dunkirk, NY 14048, has requested to purchase from the City the vacant real property located at 209 Deer Street; and

WHEREAS, the City acquired this parcel through a quit claim deed (January 5, 2007), from the County of Chautauqua as a result of a foreclosure proceeding; and

WHEREAS, the City is able to transfer such property through a private sale, because such property was acquired through a foreclosure sale; and

WHEREAS, the City Council has determined that the property is not required for use by the City, and it would be in the best interests of the City to transfer its interests in such property; now, therefore, be it

RESOLVED, that it is in the best interests of the City to transfer by quit claim deed the vacant real property located at 209 Deer Street, Dunkirk, NY 14048 (79.57-1-45) (30' x 100' more or less), to Evelyn Hernandez-Ruiz, 211 Deer Street, Dunkirk, NY 14048, at a cost of Two Hundred Fifty Dollars and Zero Cents (\$250.00), with all closing costs, disbursements and documents the responsibility of the purchaser.

RESOLUTON #54-2015

JULY 21, 2015

BY: ENTIRE COUNCIL

AWARDING BID FOR DREDGING CITY BOAT LAUNCH RECREATIONAL CHANNEL

WHEREAS, a dredging project has been proposed for the Dunkirk Harbor, and with the assistance of Chautauqua County officials and departments, bids have been requested for such dredging; and

WHEREAS, contemporaneous therewith, a similar dredging project has been proposed by the Town of Hanover for dredging the recreational channel in Cattaraugus Creek; and

WHEREAS, bids for both projects were advertised and noticed in accordance with the law; and

WHEREAS, one bidder submitted bids in response to the request for bids to the City of Dunkirk, and the same bidder was the sole responder for the Town of Hanover project; and

WHEREAS, the sole bidder has been identified as Dean Marine and Excavating, Inc.; and

WHEREAS, County of Chautauqua agencies have assisted both municipalities in the review of the bidding documents, and both municipalities have commenced discussions with the sole bidder for each project regarding savings for joint mobilization and staging costs; and

WHEREAS, both municipalities, the City of Dunkirk and the Town of Hanover, are receiving monies from the State of New York and the County of Chautauqua to finance said project, to wit: One Hundred Thousand Dollars (\$100,000), from the State of New York and Seventy Thousand Dollars (\$70,000), from the County of Chautauqua, to each; and

WHEREAS, the project is subject to certain restrictions imposed by the State of New York and NYS Department of Environmental Conservation; now, therefore, be it

RESOLVED, that the Mayor is authorized to enter into a contract with **Dean Marine & Excavating**, 75 Avery Street, Mount Clemens, Michigan 48043, for the dredging of the Dunkirk Harbor pursuant to the bid specifications issued, for a sum not to exceed One Hundred Sixteen Thousand Five Hundred Dollars and Zero Cents (\$116,500.00) for dredging and disposal of sediment and dredged materials, together with an additional sum of Fifty-Two Thousand Eight Hundred Eighty-Five Dollars and Zero Cents (\$52,885.00), for mobilization, staging and demobilization costs, which sum is one-half of the total mobilization, staging and demobilization costs stated by Dean Marine & Excavating, Inc., for said work in both contracts in the City of Dunkirk and Town of Hanover, to wit: total mobilization, staging and demobilization costs for both are One Hundred Five Thousand Seven Hundred Seventy Dollars and Zero Cents (\$105,770.00); and, it is further

RESOLVED, that this Resolution is contingent and conditioned upon all of the following:

- a) The execution of the contract by Dean Marine & Excavating, Inc., with the City of Dunkirk and Town of Hanover, incorporating the mobilization, staging and demobilization costs as specified above;
- b) The allocation and receipt of New York State monies in the amount of \$100,000 and Chautauqua County money in the amount of \$70,000;
- c) A contract presented by Dean Marine & Excavating, Inc., to the City of Dunkirk, satisfactory to the City of Dunkirk, detailing and complying with the specifications to perform the dredging work as advertised consistent with permits issued by the State of New York and Department of Environmental Conservation, together with any federal permits needed from the Army Corps of Engineers, with work to be completed in 2015, with consent to be provided to over-winter the contractor's vessels and equipment as is reasonably available at the City's pier;
- d) Resolution of the Town of Hanover Board and the execution of the dredging contract by the Town of Hanover for the Cattaraugus Creek dredging project incorporating the same mobilization, staging and demobilization costs as stated herein; and, be it further

RESOLVED, that this Resolution shall take effect immediately.

RESOLUTION #55-2015

JULY 21, 2015

BY: THE ENTIRE COUNCIL:

**AUTHORIZING GRANT APPLICATION
NYSOCR MAIN STREET PROGRAM**

WHEREAS, the City of Dunkirk is applying to the New York State Office of Community Renewal ("NYSOCR") for a project grant under the New York State Main Street Program for a project to be located within the territorial jurisdiction of the City; and

WHEREAS, as a requirement of these programs, the City must obtain the approval and endorsement of the governing body of the municipality in which the project will be located; now, therefore, be it

RESOLVED, that the Dunkirk Common Council does hereby approve and endorse the City's application for a grant under the New York State Main Street Program through the New York State Office of Community Renewal for a project located within this community, and authorizes and directs such application be made to the NYSOCR.

RESOLUTON #56-2015
JULY 21, 2015

BY: THE ENTIRE COUNCIL

AWARDING BID FOR DEMOLITION
(209 Lake Shore Drive East and 142 Maple Avenue)

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

WHEREAS, because of the structures being structurally unsafe and unsound, pursuant to the limited parameters of 12 NYCRR 56, asbestos survey and remediation was not required to be conducted on properties located at: **209 Lake Shore Drive East (SBL 79.11-5-7)** and **142 Maple Avenue (SBL 79.19-4-70)**, which are listed for demolition; and

WHEREAS, following published Legal Notice, sealed bids for the demolition of two (2) structures were opened and read aloud in the Dunkirk City Clerk's Office at 10:00 A.M. on July 16, 2015, with two (2) bids being received for demolition; now, therefore, be it

RESOLVED, that upon review and recommendation of the Building Inspector, the lowest responsible bid of **PIERCE SERVICES, Inc.**, 4930 Webster Road, Fredonia, New York 14063, in the amount of Fifty Thousand Sixty-Five Dollars and Zero Cents (\$50,065.00), be and hereby is accepted for demolition of **209 Lake Shore Drive East (SBL 79.11-5-7)** and **142 Maple Avenue (SBL 79.19-4-70)**; and, be it further

RESOLVED, that – after receiving confirmation of authority of the owners to allow access and demolition, and after the contractor provides satisfactory insurance certificates to the City Department of Law, 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 above-named 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:

Chautauqua Co. Land Bank (209 Lake Shore Drive East)	\$28,995.00.
CDBG (142 Maple Avenue)	\$21,170.00.

RESOLUTION #57-2015

JULY 21, 2015

BY: THE ENTIRE COUNCIL

**AUTHORIZING GRANT APPLICATION FOR
CONSOLIDATED FUNDING APPLICATION**

WHEREAS, the City of Dunkirk is applying for funding for a year-round recreation facility, including possible classroom/meeting space, through the New York State Consolidated Funding Application of the Western New York Regional Economic Development Council; and

WHEREAS, as a requirement of these programs, the City must obtain approval and endorsement of the governing body of the municipality in which the project will be located; now, therefore, be it

RESOLVED, that the Dunkirk Common Council does hereby approve and endorse the City's application for a grant under the Consolidated Funding Application for a year-round recreation facility, including possible classroom/meeting space, and authorizes the application be made to the Western New York Regional Economic Development Council.

RESOLUTION #58-2015

JULY 21, 2015

BY: THE ENTIRE COUNCIL

**AUTHORIZING BUDGET LINE MODIFICATIONS
For Fiscal Year 2015**

WHEREAS, the City of Dunkirk, as a member of the Chadwick Bay Regional Development Corporation, has agreed to administer the Chadwick Bay Regional Water LGE Grant, and

WHEREAS, there is a need to make timely adjustments to the 2015 Fiscal Year to address modifications in certain line items for the receipt of this grant, and the appropriations; now, therefore, be it

RESOLVED, that the Fiscal Affairs Officer is hereby authorized and directed to make the following line item budget modifications to properly reflect needed modifications in certain line items in the Fiscal Year 2015 budget:

FUND 1 - GENERAL FUND

<u>Account No.</u>	<u>Department</u>	<u>Line</u>	<u>Change</u>
Revenue 001.0001.2290	General Fund	Chadwick Bay Regional Development	\$ 250,000
Appropriation 001.8020.4250	General Fund	Chadwick Bay Regional Development	\$ 250,000

RESOLUTION #59-2015

JULY 21, 2015

BY: THE ENTIRE COUNCIL

**AUTHORIZING BUDGET LINE MODIFICATIONS
For Fiscal Year 2015**

WHEREAS, there is a need to make timely adjustments to the 2015 Fiscal Year to address modifications in certain line items for receipt of donations for the Police K-9 dog; now, therefore, be it

RESOLVED, that the Fiscal Affairs Officer is hereby authorized and directed to make the following line item budget modifications to properly reflect needed modifications in certain line items in the Fiscal Year 2015 budget:

FUND 1 - GENERAL FUND

<u>Account No.</u>	<u>Department</u>	<u>Line</u>	<u>Change</u>
Revenue 001.2705.7060	General Fund	Donations-Police	\$ 25,000
Appropriation 001.3120.4439	General Fund	K-9 Expenses	\$ 25,000

RESOLUTION #60-2015

JULY 21, 2015

BY: THE ENTIRE COUNCIL

**AUTHORIZING BUDGET MODIFICATIONS
(July 2015)**

WHEREAS, it is anticipated that some expenses will exceed their entire budgetary essentials, and it is anticipated that some appropriations will have surpluses for Fiscal Year 2015, ending December 31, 2015; now, therefore, be it

RESOLVED, that the Fiscal Affairs Officer is hereby authorized and directed to make the following modifications to the Fiscal Year 2015 budget:

FUND 2

<u>Account No.</u>	<u>Department</u>	<u>Line</u>	<u>Transfer Amount</u>
002.8320.4736	Water Pur & Pump	Contracted Services	\$20,000.00
002.1900.1990		Contingencies	(\$20,000.00)
002.8320.4002	Water Pur & Pump	Supplies	\$20.00
002.1900.1990		Contingencies	(\$20.00)

FUND 1

001.1620.4036	Bldg City Hall	Contracted Services	\$2,000.00
001.1900.1990		Contingencies	(\$2,000.00)
001.1640.4021	Central Garage	Repair Maintenance	\$150.00
001.1640.4061		Vehicle Fuel	(\$150.00)
001.5680.4022	Harbor Master	Repair Equipment	\$150.00
001.3510.4021		Rep Mnt – Animal Cntrl	(\$150.00)
001.5680.4036	Harbor Master	Contracted Services	\$15.00
001.3510.4021		Rep Mnt – Animal Cntrl	(\$15.00)
001.7110.4002	Parks Division	Supplies	\$800.00
001.7110.4013		Electric	(\$800.00)
001.7110.4008	Parks Division	Safety Supplies	\$50.00
001.7110.4013		Electric	(\$50.00)
001.7110.4023	Parks Division	Repair Maint Vehicles	\$1,000.00
001.7110.4013		Electric	(\$1,000.00)

FUND 1

<u>Account No.</u>	<u>Department</u>	<u>Line</u>	<u>Transfer Amount</u>
001.8120.4025	Sanitary Sewer	Sewer Repair	\$500.00
001.8120.1001		Overtime	(\$500.00)
001.1620.1001	Bldg, City Hall	Overtime	\$600.00
001.1900.1990		Contingencies	(\$600.00)
001.1640.2005	Central Garage	Equip, Non Capital	\$100.00
001.1900.1990		Contingencies	(\$100.00)
001.1310.4036	Fiscal Affairs	Contracted Services	\$6,000.00
001.1325.1000		Personal Services	(\$6,000.00)
001.1325.4002	Treasurer	Supplies	\$1,000.00
001.1325.4036		Fiscal Agent Fees	(\$1,000.00)
001.1325.4002	Treasury	Supplies	\$2,500.00
001.1325.4036	Treasury	Fiscal Agent Fees	(\$2,500.00)
001.3410.4001	Fire	Travel & Training	\$1,000.00
001.3410.4020	Fire	Uniform Allowance	(\$1,000.00)

FUND 2

<u>Account No.</u>	<u>Department</u>	<u>Line</u>	<u>Transfer Amount</u>
002.8320.4008	Water Pur & Pump	Safety Supplies	\$25.00
002.1900.1990		Contingencies	(\$25.00)
002.8320.4022	Water Pur & Pump	Repair to Equipment	\$100.00
002.1900.1990		Contingencies	(\$100.00)
002.8330.1001	Water Lab	Overtime	\$350.00
002.1900.1990		Contingencies	(\$350.00)
002.8340.4008	Water Dist System	Safety Supplies	\$25.00
002.1900.1990		Contingencies	(\$25.00)
002.8340.4011	Water Dist System	Telephone	\$450.00
002.1900.1990		Contingencies	(\$450.00)
002.8340.4125	Water Distribution	Water Main Maintenance	\$3,000.00
002.8340.4151	Water Distribution	Rent/Lease	(\$3,000.00)