

AGENDA - COMMON COUNCIL MEETING – October 7, 2014 - 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 Dunkirk Midget Football League to use the corners of Fourth Street and Central Avenue, Fifth Street and Central Avenue and W. Doughty Street near the Firehall to conduct a "Tag Day" fundraiser on October 11<sup>th</sup> from 9:00 AM until 3:00 PM.
  2. Notice of Claims from:
    - a) Carol Ludwig for personal injuries allegedly sustained from a fall on Lark Street.
    - b) Amy Harper for personal injuries allegedly sustained from a fall in front of 64 N. Ermine Street.
    - c) Christopher Kolassa for alleged damages to his vehicle from a pothole on the corner of Central Avenue and E. Green Street.
  3. Summons and complaint from Carmen Rivera vs. the City of Dunkirk.
7. Reports of Standing Committees, Boards and Commissions.
8. Unfinished Business:
9. Pre-filed Resolutions:
  82. Resolution declaring certain waste material as surplus.
  83. Resolution authorizing participation in Land Bank Program and agreement with Chautauqua County Land Bank Corporation.
  84. Resolution authorizing participation in Border Patrol Augmentation Program.
  85. Resolution authorizing lease termination (Palmer-Bryant Realty).
  86. Resolution authorizing lease agreement renewal – Department of Planning and Development (Palmer-Bryant).
  87. Resolution authorizing Budget Modifications (October 2014).

10. New Business:

11. Adjournment.

Nicole Joiner  
City Clerk



Dear City of Dunkirk Officials:

We are contacting you on behalf of the Dunkirk Youth Football League. This community football league is an organization that provides our young children from ages 8 to 14 the opportunity to learn the game of football/cheerleading as well as meet new friends, learn to respect and honor themselves, their team-mates and their coaches.

We are looking for the approval of our annual Dunkirk Midget Football Tag Days fundraiser to be held on Saturday, October 11th from 9:00am to 3:00pm. We would like to do as we have done in the past where we have located our football players and cheerleaders on the following city intersections with the appropriate number of parent chaperones per child-

- Central Avenue and Fourth Street
- Central Avenue and Fifth Street
- West Doughty Street near the Firehall

This is a very important fundraiser for us that we look forward to every year. This is what helps us fund our end of the year celebration for the participants of our program.

Thank you for considering our request. If you have any questions or need further information, please feel free to contact me.

Sincerely,  
  
Kari Lockett

Dunkirk Midget Football Team Coordinator

Contact #: 716-673-5445

755 Deer St  
Dunkirk NY 14048

RECEIVED  
CITY CLERK'S OFFICE  
DUNKIRK, N.Y.  
2014 SP 29 PM 4:04



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/29/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER:</b> Bollinger Sports & Leisure 101 JFK Parkway Short Hills, NJ 07078-5000 Cathy A. Fonseca Ext. 8124	800-446-5311 973-921-2876	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Jamestown Area Midget FB Lge c/o Branden Maggio 758 Harding Avenue Jamestown, NY 14701	<b>INSURER A:</b> Markel Insurance Company		38970
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			3602AH232007	10/28/13	10/28/14	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> Incl Participants						PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COM/OP AGG	\$ 1,000,000
								\$
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Accident Insurance			4102AH232005	10/28/13	10/28/14	Med Max:	100,000
	Full Excess						Ded:	100

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Coverage is provided under this policy only for sponsored/supervised activities of the named insured for which a premium has been paid.

2014 SP 29 PM 4:04  
RECEIVED  
DUNKIRK, N.Y.

### CERTIFICATE HOLDER

**DUNK099**

City of Dunkirk  
342 Central Ave  
Dunkirk, NY 14048

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

# The Dietrich Law Firm P.C.

1323 North Forest Road, Williamsville, New York 14221

Tel: (716) 839-3939 | Fax: (716) 408-8888

www.CALLJED.com

Joseph (Jed) E. Dietrich, III  
President-Admitted in NY, UT and PA  
Jed@DietrichLawFirm.com



Rene Juarez, Esq.  
Associate Attorney  
RJU@DietrichLawFirm.com

Peggy Wagner  
Executive Paralegal  
Peg@DietrichLawFirm.com

Paralegals

Kirsten Cultrara  
KC@DietrichLawFirm.com

Deborah Lannon-Ruby  
Debbie@DietrichLawFirm.com

Lisa Quigley  
Lisa@DietrichLawFirm.com

September 9, 2014

**Via Certified Mail, Return Receipt Requested**

City of Dunkirk  
342 Central Avenue  
Dunkirk, NY 14048

**Re: Ludwig vs. City of Dunkirk**

Dear Sir/Madam:

Please be advised that our firm represents Ms. Carol Ludwig. Please see enclosed for service upon the City of Dunkirk an original and a copy of the Notice of Claim.

I thank you for your anticipated cooperation.

Very truly yours,

Rene Juarez, Esq.

RJ:kch:enc  
cc: Ms. Carol Ludwig

2014 SEP 15 AM 10:43  
RECEIVED  
CITY CLERK'S OFFICE  
DUNKIRK, N.Y.

**AGGRESSIVE • TENACIOUS • HARDWORKING**

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

**CAROL LUDWIG,**

Claimant,

**NOTICE OF CLAIM**

vs.

**CITY OF DUNKIRK,**

Respondent.

\*\*\*\*\*

**PLEASE TAKE NOTICE** that the above-named claimant claims and demands from the City of Dunkirk, State of New York recompense for personal injuries sustained by the claimant by reason of the wrongful, unlawful, negligent and careless acts and omissions of the respondent, its agents, servants and/or employees, and in support thereof the claimant states:

1. The address of the claimant is 116 Nevins Street, Dunkirk, New York 14048.
2. The claimant is represented by The Dietrich Law Firm P.C., 1323 North Forest Road, Williamsville, New York 14221 (716) 839-3939.
3. The incident in which personal injuries were sustained by the claimant occurred on or about July 31, 2014, at approximately 1:00 p.m., when Ms. Ludwig slipped and fell 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, New York 14048, which caused permanent and severe injuries to Ms. Ludwig.

4. By virtue of the recklessness and/or negligence of the employees, agents and/or servants of the City of Dunkirk, the claimant has incurred medical and hospital expenses, which are to date undetermined, and will incur loss of earnings, impairment of health and permanent injuries.

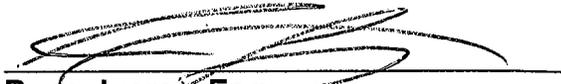
5. Upon information and belief, the claimant will be obligated further medical expenses including drugs, medicines and prosthetic devices, the amount of which cannot be reasonably calculated at this time.

**TAKE NOTICE** that the claimant demands payment of her claim as set forth above.

Dated: September 9, 2014

**THE DIETRICH LAW FIRM P.C.**

By:

  
**Rene Juarez, Esq.**

Attorneys for Claimant  
1323 North Forest Road  
Williamsville, New York 14221  
(716) 839-3939

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

CAROL LUDWIG,

Claimant,

VERIFICATION

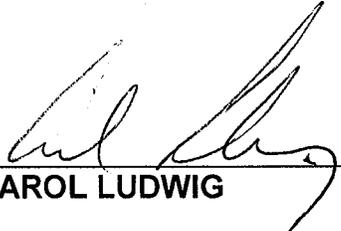
vs.

CITY OF DUNKIRK,

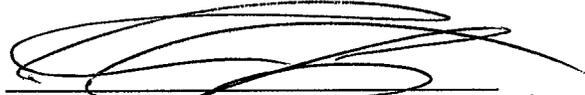
Respondent.

\*\*\*\*\*

CAROL LUDWIG, being duly sworn, deposes and says, that the deponent is the claimant in the within action; that the deponent has read the foregoing Notice of Claim and knows the contents hereof; that the same is true to the deponent's knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters the deponent believes them to be true.

  
CAROL LUDWIG

Sworn to before me this 27th day  
of September, 2014.

  
NOTARY PUBLIC  
02506304345  
Exp: 5/27/15



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

RECEIVED  
CITY CLERK'S OFFICE  
DUNKIRK, N.Y.  
2014 SP 26 PM 4:22

IN THE MATTER OF THE CLAIM OF:

---

AMY J. HARPER,

Claimant,

NOTICE OF CLAIM

against

THE CITY OF DUNKIRK

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To Ronald A Szot, City Attorney of the City of Dunkirk  
To the Clerk of the City of Dunkirk  
To Anthony J. Dolce, Mayor of the City of Dunkirk

PLEASE TAKE NOTICE that the undersigned, Amy J. Harper, hereby claims damages against the City of Dunkirk.

1. The Claimant resides at 9448 S. Swede Road, Brocton, New York 14716.
2. The Claimant hereby claims damages for personal injuries sustained by her on July 4, 2014 at approximately 10:00 p.m. by reason of the negligence of the City of Dunkirk, its agents, servants, and/or employees.
3. As a result of the negligence of the City of Dunkirk, Amy J. Harper sustained neck, low back and right knee injuries.
4. The damages claimed shall include, but shall not be limited, to all past, present, and future damages incurred for the following:
  - a) all personal injuries attendant to this claim, including, but not limited to, the above-described injuries;
  - b) all actual and/or compensatory damages attendant to this claim;
  - c) medical, hospital, and other treatment expenses incurred;
  - d) lost wages and/or income;

- e) impairment of earning capacity;
- f) emotional distress;
- g) pain and suffering; and
- h) loss or diminishment of enjoyment of life.

5. The above-noted injuries and damages resulted from the accident which occurred on July 4, 2014 at approximately 10:00 o'clock p.m., at about the area adjacent to the sidewalk in front of 64 N. Ermine Street in the City of Dunkirk, by reason of the negligence, recklessness, and carelessness of the City of Dunkirk, in that the area adjacent to the sidewalk was in a dangerous and defective condition, in poor repair, and was a trip hazard.

6. The City of Dunkirk had actual and/or constructive notice of the dangerous situation created by its negligence as set forth above and failed to prevent, correct, or mitigate the condition.

7. The above-noted damages were caused solely and wholly as a result of the negligence of the City of Dunkirk, and without any negligence on the part of the Claimant.

8. The Claimant presents this claim and demand for adjustment and payment and notifies you that unless adjusted and paid within thirty (30) days from the date of its presentation, it is the intention of the undersigned to commence an action thereon.

Dated: 9/26/14

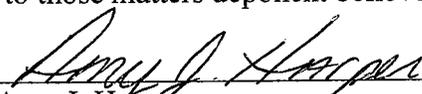
  
Amy J. Harper

**VERIFICATION**

STATE OF NEW YORK )

COUNTY OF CHAUTAUQUA ) ss.

Amy J. Harper, being duly sworn, deposes and says that deponent is the Claimant in the within action; that deponent has read the foregoing Notice of Claim and knows the contents thereof; that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent believes them to be true.

  
\_\_\_\_\_  
Amy J. Harper

Sworn to before me this  
26 day of September, 2014.

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

**MARY L. VERCANT #01VE5078259**  
Notary Public, State of New York  
County of Chautauqua  
Commission Expires May 19, 2015

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: Christopher A Kolassa  
Claimant Address: 104 Howard St Apt I  
Fredonia, NY 14063  
Claimant Telephone Number: (716) 224-3895

This claim is for (injuries/damages alleged): Passengers Rear tire punctured from piece of rebar sticking out of a pot hole near sewer drain. See photos. I can email pics if need be.

This claim is alleged to have arisen on the 26th day of September, 2014 at approximately 6:20 a.m./p.m. on that date at Central Ave & E Green St Southeast corner near sewer drain

The injuries and/or damages sustained by the Claimant arose in the following manner: I was making a right turn onto E Green St from Central Ave and my passenger's rear tire slide into a pot hole near the sewer drain & punctured my Passengers rear tire.

The amount and type of injuries and/or damages sustained by the Claimant consist of the following: 1 new Passengers rear tire valued @ \$110.68  
Receipt attached.

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

Respectfully yours,

Christopher A. Kolassa 9-30-14  
Claimant (date)

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

Christopher A. Kolassa 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 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.

Deborah J. Paul  
Notary

DEBORAH J. PAUL  
Notary Public, State of New York  
No. 01PA5050178  
Qualified in Chautauqua County  
Commission Expires October 2, 2017

Sworn to before me this  
30th day of September, 2014.

2014 OCT -2 AM 10:09  
RECEIVED  
CITY CLERK'S OFFICE  
DUNKIRK, N.Y.

**B & S DISCOUNT TIRE, INC.**

10340 Rt. 60  
 FREDONIA, NEW YORK 14063  
 Phone 672-4389  
 Station #5070335

CUSTOMER'S ORDER NO.		PHONE		DATE	
				9-30-14	
NAME					
Kolassa					
ADDRESS					
CASH	G.O.D.	CHARGE	ON ACCT.	MDSE. RET'D.	PAID OUT
		1 205-5576 Delta			100 45
		1 W.Y.S. Pac			2 50
					102 95
		Paid			
				TAX	7 23
SOLD BY		RECEIVED BY		TOTAL	
				110 68	

C PRODUCT 609

All claims and returned goods MUST be accompanied by this bill.

93167

Thank You

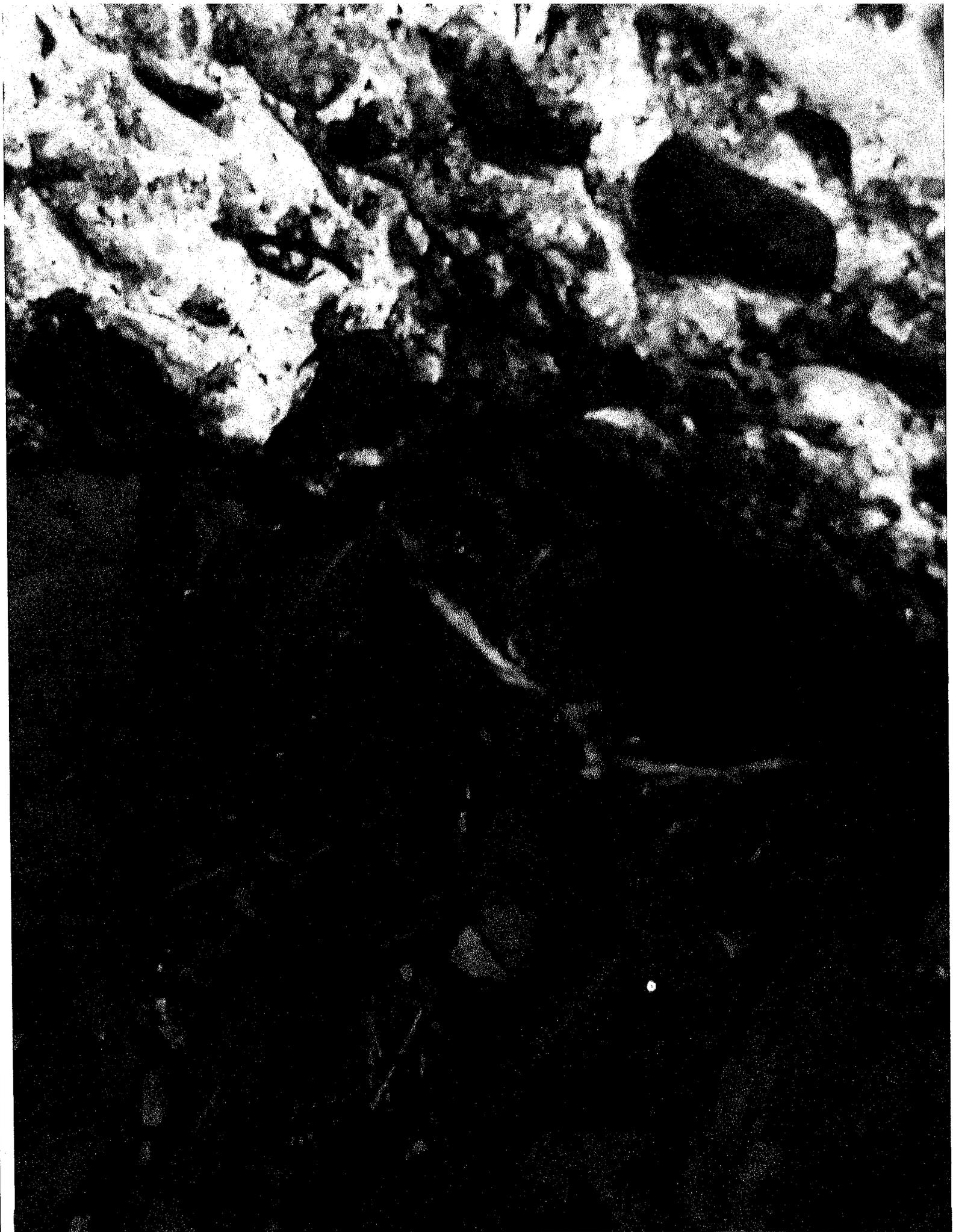












FILED  
CHAUTAUQUA COUNTY CLERK

2014 AUG -4 PM 4: 22

*Handwritten:* K1-2014-1004

STATE OF NEW YORK  
SUPREME COURT : COUNTY OF CHAUTAQUA

**CARMEN RIVERA**  
58 Ruggles Street  
Dunkirk, NY

**SUMMONS**

*Plaintiff,*

-vs.-

**CITY OF DUNKIRK**

*Defendant.*

**TO THE ABOVE-NAMED DEFENDANT:**

**YOU ARE HEREBY SUMMONED AND REQUIRED** to serve upon plaintiff's attorney, at the address stated below, a written Answer to the attached 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 required by law.

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

This action is brought in the County of Erie by reason of:

- Plaintiff's residence, or place of business;
- Defendants' residence;
- Designation made by Plaintiff.

DATED: August 4, 2014  
Niagara Falls, NY

**RAMOS AND RAMOS**

**JOSHUA I. RAMOS, ESQ.**  
*Attorney for Plaintiff*  
800 Main Street, Suite 3C  
Niagara Falls, NY 14301  
(716) 810-6140

2014 SEP 12 AM 10:05  
RECEIVED  
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DUNKIRK, N.Y.

FILED  
CHAUTAUQUA COUNTY CLERK

2014 AUG -4 PM 4:22

STATE OF NEW YORK  
SUPREME COURT : COUNTY OF CHAUTAQUA

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CARMEN RIVERA

COMPLAINT

K1-2014-1004

*Plaintiff,*

-vs.-

CITY OF DUNKIRK

*Defendant.*

---

The plaintiff, CARMEN RIVERA, by and through her attorneys, RAMOS AND RAMOS, for her cause of action against the defendant herein alleges:

1. That at all times hereinafter mentioned, the plaintiff, CARMEN RIVERIA, was and still is a resident of the County of C and State of New York.
2. That at all times hereinafter mentioned the defendant, CITY OF DUNKIRK, is a municipality in the County of Chautauqua
3. That on or about May 6, 2013, while the plaintiff was lawfully on the sidewalk of Ruggles Street, she was caused to fall, causing certain severe, permanent and painful injuries as hereinafter set forth due to the negligence and carelessness of the defendant.
4. That at all times hereinafter mentioned the plaintiff was using due care and is no way at fault for her injuries and/or damages.
5. Through the negligence, recklessness and/or carelessness of the defendant, the sidewalk were not reasonably safe and said condition was the substantial factor and cause of the injury sustained by plaintiff.

6. That the defendant, failed to warn the plaintiff, and others similarly situated, that the sidewalks were unsafe and/or dangerous for travel and thereby allowed for the plaintiff's fall and subsequent injuries.

7. That by reason of these actions and/or inactions the defendant, was negligent, careless and/reckless contributing and allowing for the injuries of the plaintiff which are severe and, as more fully set forth herein, all to her damage in which exceeds the jurisdictional limits of all lower courts.

8. As a result of the aforementioned negligence, carelessness and/or recklessness of defendant, the plaintiff, CARMEN RIVERA, has sustained a serious injury, has sustained great conscious pain and suffering, has incurred medical and hospital expenses, has suffered a loss of enjoyment of life, all to her damage in a sum in excess of the jurisdictional limits of all lower courts, plus interest, costs and disbursements of this suit herein and for such other relief as this Court may deem just and proper.

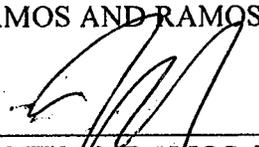
9. It has been more than thirty days since a demand for compensation has been made and the municipality has refused to compensate plaintiff.

**WHEREFORE**, plaintiff, CARMEN RIVERA, demand judgment against the defendant, JACKSON SQUARE ASSOCIATES, LLP, for:

1. Actual and compensatory damages a sum in excess of the jurisdictional limits of all lower courts;
2. Interest, costs and disbursements incurred in bringing the instant claim;
3. For such other and further relief as this Court may deem just and proper.

DATED: August 4, 2014  
Niagara Falls, NY

RAMOS AND RAMOS



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**JOSHUA I. RAMOS, ESQ.**  
*Attorney for Plaintiff*  
800 Main Street, Suite 3C  
Niagara Falls, NY 14301  
(716) 810-6140

**RESOLUTION #82-2014**  
**OCTOBER 7, 2014**

**DECLARING CERTAIN WASTE MATERIAL AS SURPLUS**

**BY: THE ENTIRE COUNCIL**

**WHEREAS**, from time-to-time, as a result of addressing water/sewer line repair and other related projects, as well as a result of undertaking various other municipal projects across the City, the City generates a volume of dirt/gravel fill and other miscellaneous "spoils" for which it generally has no use; and

**WHEREAS**, it would be in the best interests of the City to have such waste fill declared as surplus and to establish an objective policy for the appropriate disposal of such materials; now, therefore, be it hereby

**RESOLVED**, that the Common Council, determines and declares that the dirt/gravel fill generally amassed from time-to-time as a result of water/sewer line repair and other, related projects; as well as mulch, wood-chips, tree cuttings, wooden pallets and other rock debris accumulated as a result of undertaking various other municipal projects, shall be declared to be "surplus" and without value to the City; and, be it further

**RESOLVED**, that the Mayor is hereby authorized to make such agreement(s) to dispose of such materials in a fair and objective manner, in line with the following guidelines:

- Mulch, wood-chips and tree cuttings are to be available without charge to the public, as available, on site or at a City stockpile location (e.g., Lucas Avenue).
- Dirt/gravel fill, gravel, wooden pallets and other rock debris are to be available without charge to the public, as available.
- No delivery shall be made provided by the City for such materials.
- Such materials may be made available on a first-come, first-served basis, as available, with no warranties or guaranties.

**RESOLUTION #83-2014**  
**OCTOBER 7, 2014**

**BY: THE ENTIRE COUNCIL**

**AUTHORIZING PARTICIPATION IN LAND BANK PROGRAM AND  
AGREEMENT WITH CHAUTAUQUA COUNTY LAND BANK CORPORATION**

**WHEREAS**, the City of Dunkirk has a large stock of vacant and abandoned residential properties, but lacks the financial resources to adequately and promptly address this blight on the area; and

**WHEREAS**, by Resolution #63-2013 (September 3, 2013), the Dunkirk Common Council affirmed support for the Chautauqua County Land Bank Corporation's (CCLBC) request for funding, to develop a program to assist in demolishing vacant and abandoned residential properties located in the City through the NYS Office of the New York Attorney General (Community Revitalization Initiative); and

**WHEREAS**, the CCLBC was successful in obtaining One Million Five Hundred Six Thousand Dollars and Zero Cents (\$1,506,000.00), in order to carry out community revitalization activities within Chautauqua County; now, therefore, be it

**RESOLVED**, that it is in the best interests of the City to participate with the Chautauqua County Land Bank Corporation, 200 Harrison Street, Jamestown, New York 14701, in the NYS Office of the New York Attorney General Community Revitalization Initiative; and, be it further

**RESOLVED**, that the Mayor is hereby directed and authorized to execute an Agreement and any related documents with the CCLBC in order to participate and receive certain reimbursement for approved demolition projects; and, it is finally

**RESOLVED**, that the Mayor is hereby directed and authorized to execute any Agreements with vendors or contractors engaged by or on behalf of the City for work undertaken in furtherance with the CCLBC Agreement, which such agreements are to incorporate by reference, each and every duty and responsibility contained in the agreement between the City and CCLBC.

**RESOLUTION #84-2014**  
**OCTOBER 7, 2014**

**BY: COUNCILWOMAN SZUKALA**

**AUTHORIZING PARTICIPATION IN BORDER PATROL AUGMENTATION PROGRAM**

**WHEREAS**, the County of Chautauqua has received certain grant funds in order to enhance law enforcement preparedness and operational readiness, along the borders of the United States among federal, State, local and tribal enforcement agencies; and

**WHEREAS**, the County of Chautauqua, through Resolution No. 137-13, is authorized to enter into an agreement with the City for such border patrol augmentation services for the period September 1, 2014 through August 31, 2015, with payment in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00), for overtime wages, and an amount not to exceed Two Thousand Six Hundred Twenty-Five Dollars and Zero Cents (\$2,625.00), for fringe benefits; and

**WHEREAS**, the City is ready, willing and able to provide such augmented border patrol services, through overtime details on land and on water, in the form of roving patrols, surveillance of marinas and crewing of Sheriff's Office boats; now, therefore, be it

**RESOLVED**, that the Mayor, Anthony J. Dolce, is hereby authorized to execute contracts and agreements with the County of Chautauqua, for the City to provide augmented border patrol services through overtime Police Department details on land and on water, in the form of roving patrols, surveillance of marinas and crewing of Sheriff's Office boats, for the period September 1, 2014 through August 31, 2015; and, be it finally

**RESOLVED**, that the Fiscal Affairs Officer and City Treasurer be directed to create General Ledger to record these funds as follows:

**Stone Garden Grant Account No. 001-0001-2288; and, further**

Reimburse Police Department appropriation line:

**Overtime                      Account No. 001-3120-1001,**

as such funds are received from the County of Chautauqua.

**RESOLUTION #85-2014**  
**OCTOBER 7, 2014**

**BY: ENTIRE COUNCIL**

**AUTHORIZING LEASE TERMINATION**  
**(PALMER-BRYANT REALTY)**

**WHEREAS**, the City of Dunkirk, by Resolution #85-2010, entered in to a five-year lease agreement with Palmer-Bryant Realty, for Suite 330-340 in the Stearns Building, 338 Central Avenue, Dunkirk, New York 14048, for office and television studio purposes; and

**WHEREAS**, there is no longer a need for such space and it would be in the best interests of the City to seek termination of such lease; now, therefore, be it

**RESOLVED**, the Mayor is hereby authorized and directed to execute a termination of lease agreement with Palmer-Bryant Realty, 332 Central Avenue, Dunkirk, NY 14048, terminating the lease agreement for Suite 330-340 in the Stearns Building, 338 Central Avenue, Dunkirk, New York 14048 (effective December 31, 2014).

**RESOLUTION #86-2014**  
**OCTOBER 7, 2014**

**BY: THE ENTIRE COUNCIL**

**AUTHORIZING LEASE AGREEMENT –  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
(Palmer-Bryant Realty)**

**WHEREAS**, the City of Dunkirk has utilized certain space in Suite 210-220 in the Stearns Building, 338 Central Avenue, Dunkirk, New York 14048, for office and conference room space, for its' Department of Planning and Development; and

**WHEREAS**, it would be in the best interests of the City to undertake an agreement to continue the utilization of such space; now, therefore, be it

**RESOLVED**, the Mayor is hereby authorized and directed to execute a lease agreement with **Palmer-Bryant Realty**, 332 Central Avenue, Dunkirk, NY 14048, for Suite 210-220 in the Stearns Building, 338 Central Avenue, Dunkirk, New York 14048 (effective January 1, 2015), for three (3) years with the monthly rental rate for the first year to be One Thousand Forty-Nine Dollars and Ninety-Seven Cents (\$1,049.97); the monthly rental rate for the second year to be One Thousand Sixty Dollars and Forty-Seven Cents (\$1,060.47); and, the monthly rental rate for the third year to be One Thousand Seventy-One Dollars and Seven Cents (\$1,071.07).

**RESOLUTION #87-2014**  
**OCTOBER 7, 2014**

**BY: THE ENTIRE COUNCIL**

**AUTHORIZING BUDGET MODIFICATIONS**  
**(October 2014)**

**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 2014, ending December 31, 2014; now, therefore be it

**RESOLVED**, that the Fiscal Affairs Officer is hereby authorized and directed to make the following modifications to the Fiscal Year 2014 budget:

**FUND 1**

Description: Sanitary Services – Supply expenses higher than anticipated.

<u>Account No.</u>	<u>Department</u>	<u>Line</u>	<u>Change</u>
001.8120.4003	Sanitary Sewer	Supplies	\$ 100
001.8120.4036	Sanitary Sewer	Contracted Services	\$ (100)
		<b>TOTAL</b>	<b>\$ -</b>

**FUND 3**

Description: Wastewater Treatment – Repair and maintenance to vehicles expense higher than anticipated.

<u>Account No.</u>	<u>Department</u>	<u>Line</u>	<u>Change</u>
003.8130.4023	Wastewater Treatment	Repair & Maint to Vehicles	\$ 250
003.8130.4008	Wastewater Treatment	Safety Supplies	\$ (250)
		<b>TOTAL</b>	<b>\$ -</b>

**FUND 1**

Description: Building City Hall – Repair and maintenance expenses higher than anticipated.

<u>Account No.</u>	<u>Department</u>	<u>Line</u>	<u>Change</u>
001.1620.4021	Building City Hall	Repair & Maint	\$ 1,000
001.8170.1000	Street Cleaning Op	Personnel	\$ 1,000)
		<b>TOTAL</b>	<b>\$ -</b>

**FUND 2**

Description: Water Distribution System - Contracted Services line item higher than anticipated.

<u>Account No.</u>	<u>Department</u>	<u>Line</u>	<u>Change</u>
002.8340.4036	Water Distribution	Contracted Services	\$ 1,000
002.8340.4014	Water Distribution	Gas	\$ (1,000)
		<b>TOTAL</b>	<b>\$ -</b>

**FUND 1**

Description: Fire Department - Repair and Maintenance of Vehicles line item higher than anticipated.

<u>Account No.</u>	<u>Department</u>	<u>Line</u>	<u>Change</u>
001.3410.4023	Fire Department	Vehicle Repair	\$ 3,000
001.3410.4021	Fire Department	Repair/Maintenance Building	\$ (3,000)
		<b>TOTAL</b>	<b>\$ -</b>

**FUND 3**

Description: Wastewater Treatment – Repair and maintenance to vehicles expense higher than anticipated.

<u>Account No.</u>	<u>Department</u>	<u>Line</u>	<u>Change</u>
003.8130.4023	Wastewater Treatment	Repair & Maint to Vehicles	\$ 300
003.8130.4060	Wastewater Treatment	Vehicle Fuel	\$ (300)
		<b>TOTAL</b>	\$ -