

AGENDA - COMMON COUNCIL MEETING – July 1, 2014 - 5:30 P.M.
REGULAR MEETING

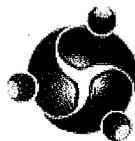
1. Call to order, Roll Call and Pledge of Allegiance to the flag.
2. Certification of prior meetings. Resolution dispensing with reading of minutes.
3. Reading of Privilege of the Floor Regulations.
4. Privilege of the Floor:
5. Communications from the Mayor including disapproval messages.
6. Communications from the public and petitions:
 1. Request from The Resource Center and Filling the Gap, Inc. for permission to sell newspapers at City designated intersections on July 9th from 6:00 AM until 10:00 AM. Also, requesting Police assistance from the Dunkirk/Fredonia line from Central Avenue to Washington Park and to use Washington Park to host their Victory Celebration on Friday, July 18th for their "Annual Laurel Run."
 2. Request from Cassadaga Job Corps Academy for permission to conduct horse and carriage rides at Point Gratiot on July 31st from 7:00 PM until 9:45 PM for their annual prom.
 3. Request from the Dunkirk Chamber of Commerce to allow Peter Wolf Toth to camp out in the lot between the Clarion Hotel and Tim Horton's for a period not to exceed ninety days.
 4. Loudspeaker applications from:
 - a) Taqueria Mexicana for microphones, speakers and ampifiers at 45 Lake Shore Drive East on July 4th from 5:00 PM until 11:00 PM.
 - b) Tim Wdowiasz on behalf of the First Ward Falcon Club to use microphones and speakers for a live band at Promenschenkle Stadium on July 18th from 7:00 PM until 11:00 PM.
 - c) Henry Hooten, Sr. for a band and standup comic at 212 Webster Road on July 3rd from 7:00 PM until 9:00 PM.
 - c) Holy Trinity church to use loudspeakers and amplifiers on July 19th from 1:00 PM until 5:00 PM for their annual summer parish festival.
 5. Notice of Claims from:
 - a) Robert Henderson for damages to his garage floor and lawn equipment allegedly caused by a ruptured city waterline.
 - b) Barbara Katta for alleged damages to her vehicle.
 6. Summons and complaint from Miguel A. Corraliza Sanchez vs. the City of Dunkirk and others.

7. Reports of Standing Committees, Boards and Commissions.
8. Unfinished Business:
9. Pre-filed Resolutions:
 55. Resolution authorizing agreement for Independent Contractor (New York Main Street Program).
 56. Resolution authorizing Boardwalk Lease Agreement Termination/Extension (Aisling Heenan d/b/a Spike Dailey's).
 57. Resolution authorizing lease agreement for an office copier at the Waste Water Treatment Plant.
10. New Business:
11. Adjournment.

Nicole Joiner
City Clerk



LAUREL HOTELLING



Filling The Gap

92 Fairmount Avenue ♦ Jamestown, NY 14701 ♦ 716-661-4735



RECEIVED
CITY CLERK'S OFFICE
DUNKIRK, N.Y.
2014 JUN 17 PM 2:19

June 14, 2014

Mayor Anthony Dolce and the Dunkirk Common Council
342 Central Avenue
Dunkirk, NY, 14048

Dear Mayor Dolce and Council Members:

On behalf of the Hotelling family, the Laurel Run Planning Committee and everyone here at The Resource Center and Filling the Gap, Inc., I want to thank you for the City's past support of Laurel Run. The 18th annual Laurel Run takes place next month, and I'm writing to seek the City's support for several initiatives connected with this event.

On Wednesday, July 9, we will be conducting our Laurel Run newspaper sale in conjunction with the Observer. As in past years, we would like to have volunteers sell papers between 6:00 and 10:00 a.m. at locations that have been approved by the City. If our request is granted, please let me know if any of the approved locations have changed since last year.

On Friday, July 18, we would like to hold our annual Jamestown-to-Dunkirk relay run. As in past years, we would like to have police cruisers escort the last group of runners as they make their way up Central Avenue. We anticipate that again this year, representatives from the Lakeview Shock Incarceration Facility will be leading the last group of runners, and having marked patrol cars lead the procession helps ensure the runners' safety.

Finally, we are wondering if the City is willing to again hold a Victory Celebration to mark the end of the relay run. That celebration has been held in Washington Park the past few years, and that has been a great location. The individuals with disabilities supported by our agencies, as well as the runners themselves, appreciate the City's generosity in hosting the Victory Celebration every year. Typically, the celebration has run from noon to 2:00. The last set of runners has never arrived before 1:15, so it would be fine with us if the celebration didn't start until 12:30 or 12:45, if that would be easier for the City officials and workers who have to do all of the work setting up for this event.

I believe our Risk Administrator may already have forwarded to the Clerk's Office a certificate of liability regarding the newspaper sale and the relay, but if not, let me know and I'll make sure we get the certificate to you.

Thanks again for your past support of Laurel Run. Proceeds from the event support disability awareness and prevention efforts in Chautauqua County; money raised through Laurel Run also is used to provide employment and work training opportunities for adults with disabilities.

Thanks for considering my request. Please let me know if you have any questions or require additional information.

Sincerely,

Steven K. Waterson

Steve Waterson
Community Relations Director
The Resource Center/Filling the Gap, Inc.

2014 JUN 17 PM 2:19

Filling the Gap, Inc., is a 501(c)(3) tax-exempt organization. For a copy of our latest annual report, write us at: 92 Fairmount Avenue, Jamestown, NY, 14701, or write the Attorney General, Charities Bureau, 120 Broadway, New York, NY, 10271.

Nicole Joiner

From: Steve Waterson [Steve.Waterson@resourcecenter.org]
Sent: Monday, June 16, 2014 6:25 PM
To: info@cityofdunkirk.com
Subject: 2014 Laurel Run events

Hello:

I wanted to touch base re: our 2014 Laurel Run. I know the event's founder, Wayne Hotelling, has been in touch with the Mayor's office, but I wanted to check to see if you needed additional information or a formal request in order for us to hold two Laurel Run-related events in the City. As we have done in the past, we would like permission to do the following:

- Wednesday, July 9, is our annual sale of the "Laurel Run" edition of the Observer. From roughly 6:00 to 9:30 that morning, we would like to have volunteers sell papers at those locations that the City has designated.
- Friday, July 18, our annual Jamestown-to-Dunkirk relay run will take place. As we do each year, we plan to have representatives from the Lakeview Shock Incarceration Facility and students from area schools jog along Central Avenue from Fredonia, before turning onto Fifth Street and finishing the relay at Washington Park. In the past, the City has been kind enough to have patrol units accompany the runners to help ensure their safety, and it would be wonderful if that could be done again this year.

Thank you for considering my requests. Our organization's risk manager indicated to me that a certificate of insurance naming the City of Dunkirk as an additional insured entity has already been forwarded to the City. If you have not yet received it, please let me know and I will get it to you as quickly as possible.

Sincerely,

Steve Waterson
Community Relations Director
The Resource Center/Filling the Gap, Inc.
200 Dunham Avenue
Jamestown, NY 14701
P: 716-661-4735 / F: 716-661-1419
www.resourcecenter.org
"Making a Difference in People's Lives"

RECEIVED
CITY CLERK'S OFFICE
DUNKIRK, N.Y.
2014 JUN 17 AM 8:53



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/12/14

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).

PRODUCER Brown & Brown of New York, Inc 415 West Fourth Street Jamestown, NY 14701 Martha A. Grilla	716-484-1173 716-664-1990	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE	
INSURER A : Philadelphia Indemnity Ins Co		NAIC # 18058
INSURED Chautauqua Co Chapter NYSARC dba The Resource Center 200 Dunham Avenue Jamestown, NY 14701	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	
	INSURER G :	

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		PHPK1101139	11/18/13	11/18/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 15,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COMP/OP AGG \$ 3,000,000
						Emp Ben. \$ 1,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	PHUB441054	11/18/13	11/18/14	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A			OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Laurel Run 7/9/14, 7/18/14, 7/19/14

2014 JUN 16 AM 10:35
 RECEIVED
 CITY CLERK'S OFFICE
 DUNKIRK, N.Y.

CERTIFICATE HOLDER DUNKIRK City of Dunkirk City Clerk 324 Central Avenue 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 Martha A. Grilla

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Cassadaga Job Corps Academy

8115 Glasgow Road
Cassadaga, New York 14718
716/595-8760
716/595-4396 Fax



June 17, 2013

City of Dunkirk Common Council
342 Central Ave
Dunkirk NY, 14048

RECEIVED
JUN 18 2014
DUNKIRK POLICE DEPT

Dear Common Council Members:

We are writing today to request permission to conduct horse and carriage rides at Point Gratiot on Thursday, July 31, 2014 from 7:00PM-9:45PM during the Cassadaga Job Corps annual prom. Groups of students would be shuttled from the prom location, the Dunkirk Moose Lodge, and taken to a loading area at Point Gratiot. The carriage would complete a ride around the City park and the students would return to the Moose with another shuttle departing upon their return. The last ride would be completed by 9:45PM. We invite feedback from City Police and officials regarding the safest, most convenient route to ensure a positive experience for all parties.

The Cassadaga Job Corps Prom has been an annual event conducted in the City of Dunkirk for many years, most years utilizing a horse and carriage ride, which is often the highlight of the evening for many students. We look forward to offering this service again, and appreciate your time and consideration.

For any questions, concerns or comments, please contact Adam Dolce, Business and Community Liaison, at 716-595-4237, by email to dolce.adam@jobcorps.org, or by mail to 8115 Glasgow Rd, Cassadaga NY, 14718.

Respectfully,

Adam Dolce
Business and Community Liaison

RECEIVED
CITY CLERK'S OFFICE
DUNKIRK, N.Y.
2014 JUN 18 AM 10:42

CC: Dunkirk Police Dept.

RECEIVED
JUN 24 2014
MAYOR'S OFFICE



Chautauqua County Chamber of Commerce

Leading Businesses. Leading Communities.™

10785 Bennett Road ■ Dunkirk, New York 14048 ■ 716-366-6200 ■ fax 716-366-4276
512 Falconer Street ■ Jamestown, New York 14701 ■ 716-484-1101 ■ fax 716-487-0785

June 23, 2014

www.chautauquachamber.org

Honorable Mayor Dolce and Common Council members:

The Dunkirk Community Chamber of Commerce requests the City of Dunkirk to allow artist Peter Wolf Toth, the right to "camp out" on the eastern side of the Clarion Conference Center, Lake Shore Drive East, and remain in that area for a period, not to exceed ninety (90) days. The area in question would be bordered by Tim Horton's to the west, Lake Shore Drive East to the south and Lake Erie to the North.

Mr. Toth is a well-respected sculpture who, back in the mid- seventies, came to Dunkirk and carved the infamous wooden Indian statue that has sat in front of the Dunkirk Water Department for many years. He is coming back to the area to do some restoration work on the statue and will need a place to call home while he completes his work. We, as a Chamber of Commerce representing the city, give this item your full attention, and allow Mr Peter Wolf Toth the opportunity to restore, repair, or even re-carve a statue if necessary. He has given so much to the City of Dunkirk, we look at it as an opportunity to give back and make his stay as comfortable as possible.

If you have any questions, please feel free to contact my office at 366-6200.

Respectfully,

David F. Kleparek

Dunkirk Community Chamber of Commerce Coordinator

RECEIVED
CITY CLERK'S OFFICE
DUNKIRK, N.Y.
2014 JUN 24 AM 10:22

Industrial Services Division



Manufacturing Technology Institute

Community Chamber Services Division

Dunkirk ■ Fredonia ■ Jamestown ■ Mayville/Chautauqua ■ Silver Creek/Irving ■ Westfield & Barcelona

APPLICATION FOR LOUDSPEAKER SPECIAL PERMIT NO.

(DCC-47-6-C)

DATE OF APPLICATION (must be 30 days Prior to event): 6/16/14

*No more than 3 days TOTAL per Individual or Group - per year **EVENT SPECIFICS** *EXCLUDES HARBORFRONT AREA

DATE: 7/4/14 **TIME:** 5:00 PM **LOCATION OF EVENT:** Taqueria Mexicana

SPONSOR: Taqueria Mexicana

NAME: Taqueria Mexicana **PHONE NO.:** 366-3040 ⁴⁰³⁰

ADDRESS: 45 Lakeshore drive in Dunkirk 14048

INDIVIDUAL CORPORATE CHARITABLE COMMUNITY

RESPONSIBLE INDIVIDUAL:

NAME: Irone Pablo rocha Martine 2 **PHONE:** 224-3069

ADDRESS: 637 Dees street Dunkirk ny 14048

REASON: To put a group to singing at the restaurant.

AUDIO DEVICE TO BE USED: microphones, speakers, amplifier.

PUBLIC EVENT PRIVATE EVENT

NOTIFICATION OF AFFECTED PERSONS

YES IF YES, PROOF:

NO

JUN 16 PM 3:16
 CITY OF DUNKIRK, N.Y.
 POLICE OFFICE

I, the undersigned, have read and agree to abide by the provisions set forth in DCC 47-6-C.

Signature: Pablo Rocho Martine →

DEPARTMENTAL REVIEW	DATE SENT	REPORT BACK
POLICE DEPT 6/13/14 <i>[Signature]</i>		
DEPT OF PUBLIC WORKS 6-17-14		
DEPT OF LAW 6/16/14	FUL - NOT TIMELY	
OTHER		

COMMON COUNCIL ACTION

RECEIPT OF REVIEW

APPROVAL

CONDITIONS:

DISAPPROVED

APPLICATION FOR LOUDSPEAKER SPECIAL PERMIT NO.

(DCC-47-6-C)

DATE OF APPLICATION (must be 30 days <u>Prior</u> to event): <u>6-16-14</u>		
*No more than 3 days TOTAL per Individual or Group - per year EVENT SPECIFICS EXCLUDES HARBORFRONT AREA		
DATE: <u>July 18</u>	TIME: <u>7pm-11pm</u>	LOCATION OF EVENT: <u>WRIGHT PARK STADIUM</u>
SPONSOR: <u>1st WARD FALCONS</u>		
NAME: <u>Tim Wdowiasz</u>		PHONE NO. <u>679-6797</u>
ADDRESS: <u>112 Otter St.</u>		
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE <input type="checkbox"/> CHARITABLE <input checked="" type="checkbox"/> COMMUNITY		
RESPONSIBLE INDIVIDUAL:		
NAME: <u>Tim Wdowiasz</u>		PHONE: <u>679-6797</u>
ADDRESS: <u>112 Otter St. Dunkirk NY 14048</u>		
REASON:		
AUDIO DEVICE TO BE USED: <u>Microphone - Speakers - (BAND)</u>		
<input type="checkbox"/> PUBLIC EVENT		<input type="checkbox"/> PRIVATE EVENT
NOTIFICATION OF AFFECTED PERSONS		
<input type="checkbox"/> YES	IF YES, PROOF:	
<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>[Signature]</u>		RECEIVED CITY CLERK'S OFFICE DUNKIRK, N.Y. 2014 JUN 16 PM 3:18
DEPARTMENTAL REVIEW		
POLICE DEPT	DATE SENT	REPORT BACK
<u>6/13/14</u>		
DEPT OF PUBLIC WORKS		
<u>6/17/14</u>		
DEPT OF LAW		
<u>7ms OK 6/16/14</u>		
OTHER		
COMMON COUNCIL ACTION		
RECEIPT OF REVIEW		
APPROVAL		
CONDITIONS:		
DISAPPROVED		

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

DATE OF APPLICATION (must be 30 days Prior to event):		6-10-14
*No more than 3 days TOTAL per Individual or Group - per year EVENT SPECIFICS *EXCLUDES HARBORFRONT AREA		
DATE: July 3/14		TIME: 7 PM - 9 PM
LOCATION OF EVENT: 212 Webster St		
SPONSOR:		
NAME: Henry Hooten Sr.		PHONE NO. 716-467-0065
ADDRESS: 212 Webster St Dunkirk		
<input checked="" type="checkbox"/> INDIVIDUAL [] CORPORATE [] CHARITABLE [] COMMUNITY		
RESPONSIBLE INDIVIDUAL:		
NAME: Henry Hooten Sr.		PHONE: 716-467-0065
ADDRESS: 212 Webster St		
REASON: Birthdays for Jimmy & Henry Hooten		
AUDIO DEVICE TO BE USED: Band & stand up comic		
[] PUBLIC EVENT		[] PRIVATE EVENT
NOTIFICATION OF AFFECTED PERSONS		
<input checked="" type="checkbox"/> YES	IF YES, PROOF: See attached	
[] NO		
I, the undersigned, have read and agree to abide by the provisions set forth in DCC 47-6-C.		
Signature: Henry Hooten Sr.		2014 JUN 17 7: PM '14 CIVIL ENGINEER DUNKIRK, N.Y.
DEPARTMENTAL REVIEW	DATE SENT	REPORT BACK
POLICE DEPT OK 6/23/14		
DEPT OF PUBLIC WORKS	6-19-14	
DEPT OF LAW RAS OK 6/18/14		
OTHER		
COMMON COUNCIL ACTION		
RECEIPT OF REVIEW		
APPROVAL		
CONDITIONS:		
DISAPPROVED		

6/17/2014

716-467-0065

I Henry Hooten Sr. is requesting
a loudspeaker permit for July 3
20/14 for Jimmy Hooten and
Henry Hooten's Birthday party

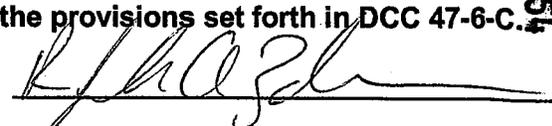
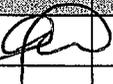
thank you very much

Neighbors Consent
Susan Dorsett 210 Webster St - OK
Russell Perry 189 E 2nd - OK
Lyn Lewis 182 E 2nd - OK

RECEIVED
CITY CLERK'S OFFICE
BURLINGAME, N.Y.
2014 JUN 17 PM 3:19

APPLICATION FOR LOUDSPEAKER SPECIAL PERMIT NO.

(DCC-47-6-C)

DATE OF APPLICATION (must be 30 days Prior to event): 6-24-2014		
*No more than 3 days TOTAL per Individual or Group - per year EVENT SPECIFICS EXCLUDES HARBORFRONT AREA		
DATE: 7-19-2014 TIME: 1pm-5pm LOCATION OF EVENT: 1032 Central Ave		
SPONSOR: Holy Trinity Catholic Church		
NAME: " "		PHONE NO. 366-2306
ADDRESS: 1032 Central		
[] INDIVIDUAL [] CORPORATE <input checked="" type="checkbox"/> CHARITABLE [] COMMUNITY		
RESPONSIBLE INDIVIDUAL:		
NAME: Rev. Joseph A Zalacca		PHONE: 366-2306
ADDRESS: 1032 Central Ave Dunkirk NY 14048		
REASON: Annual Summer Parish Festival		
AUDIO DEVICE TO BE USED: Loud Speaker Amplifier for DJ		
<input checked="" type="checkbox"/> PUBLIC EVENT		[] PRIVATE EVENT
NOTIFICATION OF AFFECTED PERSONS		
[] YES	IF YES, PROOF:	
[] NO		
I, the undersigned, have read and agree to abide by the provisions set forth in DCC 47-6-C.		
Signature:		
DEPARTMENTAL REVIEW	DATE SENT	REPORT BACK
POLICE DEPT OK 6/25/14 		
DEPT OF PUBLIC WORKS		
DEPT OF LAW RKS 6/25/14	SHORT MOTICS	
OTHER		
COMMON COUNCIL ACTION		
RECEIPT OF REVIEW		
APPROVAL		
CONDITIONS:		
DISAPPROVED		

2011 JUN 25 AM 10:54
 CLERK'S OFFICE
 DUNKIRK, N.Y.

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: Robert C. Henderson
Claimant Address: 846 Jackson St
Dunkirk New York 14048
Claimant Telephone Number: (716) 680-1975

This claim is for (injuries/damages alleged): Extensive water/ice
Damage To Garage Floor and Lawn Equipment.

This claim is alleged to have arisen on the 28 day of January, 2014 at approximately 0600 a.m./p.m. on that date at 132 Buckner Street.

The injuries and/or damages sustained by the Claimant arose in the following manner: City Water Line Ruptured causing Heavy Volume
of water to enter Garage over Extended Period of
Time. Concrete Floor and Lawn Equipment was in Tow.
To Twelve inches of water, Then Ice!

The amount and type of injuries and/or damages sustained by the Claimant consist of the following: Claiming \$1400.00 To cover cost of Floor
and Lawn Equipment items.

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

Respectfully yours,

Robert C. Henderson 06-17-14
Claimant (date)

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

Robert C. Henderson, 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
18 day of June, 2014.

Ellen Luczkowiak
Notary

ELLEN LUCZKOWIAK
No. 01LU5060915
Notary Public, State of New York
Qualified in Chautauqua County
My Commission Expires 05/28/18.

2014 JUN 18 AM 9:38
RECEIVED
CITY CLERK'S OFFICE
DUNKIRK, N.Y.

June 17, 2014

Dunkirk Attorney
City of Dunkirk
311 Central Avenue
Dunkirk, New York 14048

Honorable City Attorney:

I am writing this letter in regards to damage done on my property on Bucknor Street from a city of Dunkirk water line rupture on January 28, 2014. The water supply line was near the corner of Bucknor and Courtney Streets.

Water flooded my garage with about ten to twelve inches of water. Due to the weather condition, the water froze and none of the lawn equipment could be moved until this April. The building structure has some fractures but I can repair them. The lawn tractors had water/ice over the mower decks and needed cleaning with new belts, drive pulleys and lubrication to blade bearings.

The cost of the repairs to the two lawn tractors from the water/ice damages was approximately \$150.00. The concrete floor replacement is \$1250.00. I am asking for damages of \$1400.00. Other lawn equipment is muddy and rusty but I can clean and repaint them. It was necessary to power wash the entire inside of the building due to mud and mold. Pictures can be provided!

My home owners insurance agent indicated that this type of flooding is not covered. Since this damage was done by the city water line rupture I am hopeful to be compensated for at least the damage to my tractors and the concrete floor.

Therefore, I am submitting a claim for \$1400.00 to partially pay for extensive cleaning and damages. I hope to hear from you in the very near future.

Sincerely written,



Robert Henderson 846 Jackson Street Dunkirk, New York
716 680 1975

I N V O I C E

MONTE'S SMALL ENGINE REPAIR
 3405 SOUTH ROBERTS ROAD
 FREDONIA, NY 14063
 Phone #: (716)679-3138
 Fax #: (716)679-3464

PHONE #: (716)366-0670
 CELL #: (716)680-1975
 FAX #:
 P.O.#:
 TERMS: **Net 30 EOM**
 SALES ORDER#: **1035921**
 SALES TYPE#: **Work Order**
 TAG #:

DATE: **5/9/2014 10:08:37 AM**
 INVOICE #: **30707**
 CUSTOMER#: **101121**
 CP: **Paul**
 LOCATION: **1**
 DELIVERY:
 PICK UP:
 TECH: **Rob**

BILL TO 101121

Bob Henderson
 846 Jackson St.
 Dunkirk, NY 14048

SHIP TO

Bob Henderson
 846 Jackson St.
 Dunkirk, NY 14048

YEAR	MFR	MODEL NUMBER	DESCRIPTION	VIN/SERIAL #	MILAGE / PURCH
	TOR	72050	TORO 265 HYDRO YGT	200000232	
					4/14/2000

1: Job 1 Tech: Rob [TOR 72050 200000232] TORO 265 HYDRO YGT

CHANGED ENGINE OIL AND OIL FILTER (OIL WAS VERY BLACK AND DIRTY) - REPLACED FUEL FILTER
 REPLACED SPARK PLUG - REPLACED TRACTION DRIVE BELT AND IDLER PULLEY
 CHARGED AND TESTED BATTERY (WOULD NOT HOLD A CHARGE) - REPLACED BATTERY
 CLEANED AIR FILTER - AIREDTIRES - GREASED UNIT COMPLETE
 TESTED CHARGING SYSTEM (OK) - CLEANED DECK - SHARPENED BLADES
 CHECKED ALL BEARINGS AND SPINDLES (STILL IN GOOD SHAPE) - REPLACED DECK BELT (CUSTOMERS)
 WASHED OFF UNIT - TESTED AND RAN - RUNS AND MOWS GOOD

MFR	PRODUCT NUMBER	DESCRIPTION	SOLD	B/O	PRICE	NET	TOTAL
MISC	1232	10W-30 OIL - WOLFS HEAD	1.7	0	\$3.99	\$3.99	\$6.78
KOH	12 050 01-S	OIL FILTER	1	0	\$12.39	\$12.39	\$12.39 ✓
BRS	691035	FILTER-FUEL	1	0	\$6.73	\$6.73	\$6.73
NAPA	RC12YC	SPARK PLUG-71	1	0	\$2.50	\$2.50	\$2.50
TOR	78-7340	ROLLER-LIFT	2	0	\$5.75	\$5.75	\$11.50 ✓
TOR	62-4530	PULLEY	1	0	\$22.94	\$22.90	\$22.90 ✓
BATT	10U1L	300/365 CA BATTERY	1	0	\$59.95	\$50.00	\$50.00 ✓
TOR	100-3469	V-BELT	1	0	\$60.26	\$49.00	\$49.00 ✓

Parts Job 1: \$161.80

LABOR	DESCRIPTION	HRS	RATE	AMOUNT	TOTAL
*LAB	LABOR CHARGE	3.3	\$75.00		\$247.50
		Hours Job 1:	3.3	Labor Job 1:	\$247.50
				Subtotal Job 1:	\$409.30

Thank you for your business!
 Visit us online at www.netsync.net/montes/
 No return on electrical purchases.

TOTAL PARTS:	\$161.80
TOTAL LABOR:	\$247.50
SUBTOTAL:	\$409.30
TAX:	\$30.70
INVOICE TOTAL:	\$440.00
5/9/2014 PMT CREDIT CARD	\$440.00
AMOUNT DUE:	\$0.00

Picked Up By: _____

ANDY B. CONCRETE LLC

DRIVEWAYS • PATIOS • SIDEWALKS

934-0175

366-3196

102 E MAIN ST. FREDONIA, NY 14637-7706 • 607-636-9746 FAX (616) 676-9277
 Hulsqisma Power Equipment
 Factory Authorized Service • Briggs & Stratton (MID)

Customer's Order No. 531 Date 5-31-20

Name B. HENDERSON

Address _____ Phone 680-1975

QUAN.	DESCRIPTION	PRICE	AMOUNT
1	SPARK PLUG		3.75
1	US OIL		6.70
1	GREASE FITTING		95
	CLEAN OIL CLEAN AIR FILTER ROPPER		
	SPARK PLUG GREASE FITTING, RIVETS		
	TAPPING IN IF WISSEY CHECK BEARS		
	CHECK TIRE PRESSURE, STUMPY RUBBER		
	LUBE SPINDLE BEARINGS AND HATCH		97.50
	LABOR		108.90
			8.17
			117.07
		TAX	
		TOTAL	

Received By _____

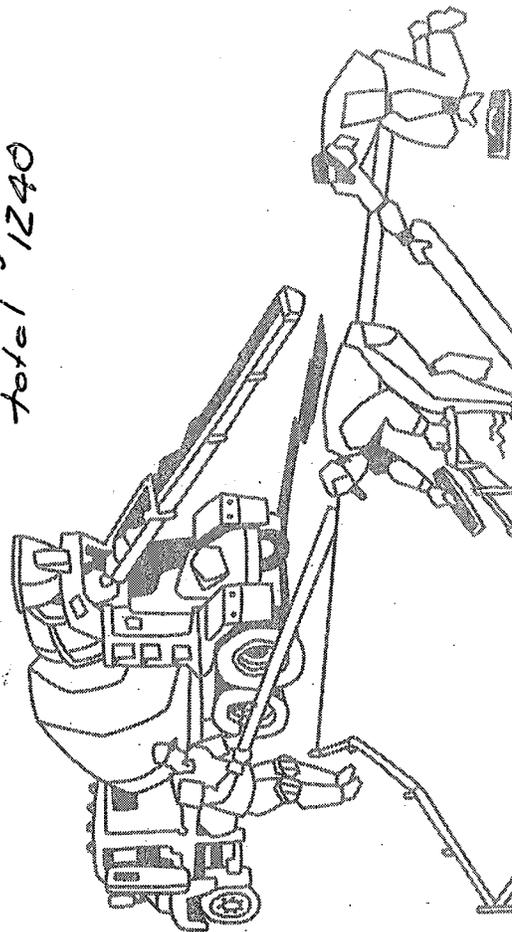
0031592

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

Concrete floor w/wire mesh

19'-6" x 19'-7" x 9"

total \$ 1240



price includes removal and replacement, wire mesh, concrete sealer and saw cutting

Notice of Claim
City of Dunkirk, N.Y.

STATED MY VEHICLE ABRUPTLY STOPPED. I WAS STOPPED FOR A MINUTE WHEN HE HIT ME & TOLD ME I DIDN'T KNOW YOU WERE STOPPED
lyj

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:
Claimant Address:

BARBARA J. KATTA
11 N. MARTIN ST.
DUNKIRK NY 14048

Claimant Telephone Number:

(716) 679 6085 Cell
716 366 1085 HOME

This claim is for (injuries/damages alleged): TO HAVE OCCURRED ON 10:10 AM ON 6/12/14 AT TIM HORTON'S DRIVE-THRU L.S. DR. E. IN DUNKIRK WHEN MY CAR WAS REAR-ENDED AND DAMAGED BY A CITY OF DUNKIRK VEHICLE.

This claim is alleged to have arisen on the 12TH day of JUNE, 2014 at approximately 10:10 a.m. on that date at TIM HORTONS - LAKE SHORE DRIVE & MAIN STS. IN THE CITY OF DUNKIRK

The injuries and/or damages sustained by the Claimant arose in the following manner:

MY CAR WAS IN LINE AT T. HORTON'S DRIVE THRU AND GOT REAR-ENDED BY A CITY OF DUNKIRK TRUCK, DRIVEN BY RICHARD TENANDRE. TRUCK'S LICENSE PLATE # R26880 - DARK BLUE OR BLACK FORD

The amount and type of injuries and/or damages sustained by the Claimant consist of the following: DAMAGE TO REAR BUMPER OF MY 2012 NISSAN. PER ESTIMATE ATTACHED BY LES VALENTINE COLLISION: \$754.72

POLICE REPORT ATTACHED

AMOUNT REQUESTED TO BE PAID TO VALENTINE COLLISION FOR CAR REPAIR
WHEREFORE, the undersigned respectfully requests that the within claim be allowed and paid to me.

Respectfully yours,

Barbara J Katta
Claimant

(date) 6/20/14

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

Barbara Katta 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.

Katie Reilly
Notary

Sworn to before me this 20 day of June, 2014.

KATIE REILLY
Notary Public, State of New York
No. 01RE6209026
Qualified in Chautauqua County
Commission Expires July 13, 2017

RECEIVED
CITY CLERK'S OFFICE
DUNKIRK, N.Y.
2014 JUN 20 AM 10:33

VALENTINE'S COLLISION & RESTORATION
11009 S ROBERTS RD
DUNKIRK, NY 14048-3174
PHONE (716) 366-0892

*** PRELIMINARY ESTIMATE ***

06/12/2014 01:40 PM

Owner

Owner: barbara katta
Address: 11 n martins st
City State Zip: Dunkirk, NY 14048

Work/Day: (716)679-6085
FAX:

Inspection

Inspection Date: 06/12/2014 01:41 PM
Primary Impact: Rear

Inspection Type:
Secondary Impact:

Appraiser Name: les valentine
Address: 11009 s roberts rd
City State Zip: Dunkirk, NY 14048
Email: leo222@roadrunner.com

Appraiser License # :
Work/Day: (716)366-0892
Home/Evening: (716)673-5581
FAX:

Repairer

Repairer: valentine's collision
Address: 11009 s roberts rd
City State Zip: dunkirk, NY 14048

Contact: les valentine
Work/Day: (716)366-0892
Work/Day:

Vehicle

2012 Nissan Versa 1.6S 4 DR Sedan
4cyl Gasoline 1.6 DOHC
5 Speed Manual

Lic Expire:
Veh Insp# :
Condition:
Ext. Color: silver
Ext. Refinish: Two-Stage
Ext. Paint Code: K23

VIN: 3N1CN7AP8CL909732
Mileage Type: Actual
Code: Z0215A
Int. Color:
Int. Refinish: Two-Stage
Int. Trim Code:

Options

2nd Row Head Airbags
Anti-Lock Brakes
Dual Airbags
Intermittent Wipers
Power Steering
Side Airbags
Tachometer
Tire Pressure Monitor
Velour/Cloth Seats

AM/FM CD Player
Bucket Seats
Halogen Headlights
Lighted Entry System
Rear Bench Seat
Stability Cntrl Suspensn
Tilt Steering Wheel
Traction Control System

Air Conditioning
Center Console
Head Airbags
Power Brakes
Rear Window Defroster
Steel Wheels
Tinted Glass
Trip Computer

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Rear Bumper										
1	EP	566		Cover,Rear Bumper	Replace PXN	\$201.00			2.8	SM
2	L	566	13	Cover,Rear Bumper	Refinish				3.7	RF
					2.6 Surface					
					0.6 Two-stage setup					
					0.5 Two-stage					
3	E	577		Brkt,Rear Bumper Mtg LT	852213BA0A	\$36.33			0.2	SM
4	E	578		Brkt,Rear Bumper Mtg RT	852203BA0A	\$36.33			0.2	SM
4	Items									
MC				Message						
13				INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE						

Estimate Total & Entries

Gross Parts					\$72.66					
Other Parts					\$201.00					
Paint Materials					\$111.00					
Parts & Material Total									\$384.66	
Tax on Parts & Material				@ 7.500%					\$28.85	
Labor										
				Rate	Replace	Repair	Hrs	Total	Hrs	
					Hrs					
Sheet Metal (SM)				\$46.00	3.2			3.2		\$147.20
Mech/Elec (ME)				\$50.00						
Frame (FR)				\$50.00						
Refinish (RF)				\$46.00	3.7			3.7		\$170.20
Paint Materials				\$30.00						
Labor Total								6.9 Hours		\$317.40
Tax on Labor				@ 7.500%						\$23.81
Gross Total										\$754.72
Net Total										\$754.72

Alternate Parts Y/01/01/00/00/00 CUM 01/01/00/00/00 Zip Code: 14048 Default
 Recycled Parts NOT REQUESTED

Audatex Estimating 7.0.226 ES 06/12/2014 01:42 PM REL 7.0.226 DT 05/01/2014
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1.1 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

ANY PERSON WHO KNOWINGLY MAKES OR KNOWINGLY ASSISTS, ABETS, SOLICITS OR
 CONSPIRES WITH ANOTHER TO MAKE A FALSE REPORT OF THE THEFT, DESTRUCTION,
 DAMAGE OR CONVERSION OF ANY MOTOR VEHICLE TO A LAW ENFORCEMENT AGENCY, THE

DEPARTMENT OF MOTOR VEHICLES OR AN INSURANCE COMPANY, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE VALUE OF THE SUBJECT MOTOR VEHICLE OR STATED CLAIM FOR EACH VIOLATION.

Op Codes

* = User-Entered Value	E = Replace OEM	NG = Replace NAGS
EC = Replace Economy	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
ET = Partial Replace Labor	EP = Replace PXN	EU = Replace Recycled
TE = Partial Replace Price	PM = Replace PXN Reman/Rebit	UM = Replace Reman/Rebuilt
L = Refinish	PC = Replace PXN Reconditioned	UC = Replace Reconditioned
TT = Two-Tone	SB = Sublet Repair	N = Additional Labor
BR = Blend Refinish	I = Repair	IT = Partial Repair
CG = Chippguard	RI = R & I Assembly	P = Check
AA = Appearance Allowance	RP = Related Prior Damage	



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Audatex Estimating is a trademark of Audatex North America, Inc.

barbaro katta
 11 n martin st
 dunkirk, NY 14048

License:
 Vehicle: 2012 NISSAN
 Estimate ID:
 Repair Order:

Paint Code 1: K23 Liquid Platinum Metallic Color & Clear Solventborne

	Units	\$/Per	Cost
Refinishing			
Paint Code 1 Time Less Overlap:	2.60		147.05
Paint Code 2 Time Less Overlap:	0.00		0.00
Blend 1 Time:	0.00		0.00
Blend 2 Time:	0.00		0.00
Buffing/Polishing:	0.00	8.12	0.00
Additional Refinishing Materials:			0.00
Refinishing Materials Subtotal:			147.05
Bodywork			
Metal Materials:	0.00	6.32	0.00
Fiberglass Materials:	0.00	10.71	0.00
Plastic 'Flex' Materials:	0.00	21.24	0.00
Additional Bodywork Materials:			0.00
Body Materials Subtotal:			0.00
Adjustment:		0.00 %	0.00
GRAND TOTAL:			147.05

Data Version: Nov_13_0

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Western District of New York

MIGUEL A. CORRALIZA SANCHEZ

Plaintiff(s)

v.

CITY OF DUNKIRK

KENNETH KAUS, individually and in official capacity

JOHN DOE #'s 1-10, individually and in official capacity

Defendant(s)

Civil Action No. 1:14-458

RECEIVED
CLERK'S OFFICE
DUNKIRK, N.Y.
2014 JUN 23 AM 10:59

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) CITY OF DUNKIRK
342 Central Avenue
Dunkirk New York 14048

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

RAFAEL O. GOMEZ, ESQ.
LoTempio & Brown, P.C.
181 Franklin Street
Buffalo, New York 14202
rgomez@lotempioandbrown.com

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Date: 06/17/2014



CLERK OF COURT

Rafael O. Gomez

Signature of Clerk or Deputy Clerk

Civil Action No. 1:14-458

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

MIGUEL A. CORRALIZA SANCHEZ,

Plaintiff,

**COMPLAINT AND
JURY TRIAL DEMAND**

v.

Civ. No.: 1:14-458

CITY OF DUNKIRK,
KENNETH KAUS, individually and in official capacity,
"JOHN DOE" #1-10, individually and in official capacity,

Defendants.

Plaintiff, MIGUEL A. CORRALIZA SANCHEZ, by and through his attorneys at LoTempio & Brown, P.C., as and for a Complaint against Defendants, CITY OF DUNKIRK, KENNETH KAUS, individually and in his official capacity and "JOHN DOE" #'s 1-10, individually and in their official capacity, hereby states, upon information and belief, and at all times hereinafter, that:

1. Plaintiff brings this action for compensatory damages, punitive damages, and attorney's fees and costs pursuant to 42 U.S.C. §§1983 and 1988, as a result of the violation of his civil rights under the Constitution of the United States of America.

JURISDICTION

2. This action is brought pursuant to 42 U.S.C. §1983 and the Fourth and Fourteenth Amendments to the Constitution of the United States of America.

3. This Court has jurisdiction over the matter based upon 28 U.S.C. §§1331 and 1343.

VENUE

4. Venue is properly brought before the Western District of New York because the acts complained of herein occurred within this District.

PARTIES

5. Plaintiff, Miguel A. Corraliza Sanchez, was, and is, a resident of the County of Erie and State of New York.

6. Defendant, City of Dunkirk, was, and is, a municipal corporation duly organized and existing pursuant to the laws of the State of New York and operates within the County of Chautauqua and State of New York.

7. Defendant, Kenneth Kaus, was, and is, an employee of the City of Dunkirk and works and resides in the County of Chautauqua and State of New York.

8. Defendants, "John Doe" #'s 1-10, were, and are, employees of the City of Dunkirk and work and reside in the County of Chautauqua and State of New York.

9. On or about April 15, 2013, Plaintiff served defendant, City of Dunkirk, with a Notice of Claim in accordance with General Municipal Law §50, and that same was done within ninety days of the claims upon which this action is brought.

10. More than thirty (30) days have elapsed since service of the Notice of Claim and defendant, City of Dunkirk has neglected and refused to make payment.

FACTS

11. On or about March 15, 2013, Plaintiff was lawfully at his home located at 208 Beaver Street, Apt. 1, in Dunkirk, New York.

12. At the aforesaid time and place, Defendants came to Plaintiff's home, unannounced, and without lawful basis or reason, to inquire about a vehicle in his driveway.

13. Plaintiff identified himself to Defendants and cooperated in answering their questions.

14. Defendants asked Plaintiff if he had ever been in California, and Plaintiff truthfully advised he had never been in California.

15. Defendants arrested Plaintiff based upon a negligent investigation and failure to conduct due diligence to identify whether or not Plaintiff was the individual named in an alleged warrant.

16. Defendant, City of Dunkirk, had an official policy or custom which deprived Plaintiff of his civil rights as provided under the Constitution of the United States of America.

17. Plaintiff was arrested, unlawfully confined and detained, without probable cause, or a reasonable, good faith belief that Plaintiff was the individual named in the alleged warrant from the State of California.

18. Plaintiff remained unlawfully confined and detained by, and a result of conduct of, Defendants from March 15, 2013 until on or about March 21, 2013 despite not being the person named in the alleged warrant and not having committed any crime.

19. After a proper investigation and due diligence was performed, it was determined Plaintiff proved was not the person named in the alleged warrant, and he was released from custody on or about March 21, 2013, with an apology by United States Magistrate Judge Jeremiah J. McCarthy.

**AS AND FOR A FIRST CAUSE OF ACTION
AGAINST DEFENDANTS
(DEPRIVATION OF RIGHTS UNDER 42 U.S.C. §1983)**

20. Plaintiff repeats and realleges the allegations in paragraphs "1" through "19" of the Complaint as if set forth herein.

21. All of the aforementioned acts of Defendants, their agents, servants and employees were carried out under the color of state law.

22. All of the aforementioned acts deprived Plaintiff of the rights, privileges, and immunities guaranteed to citizens of the United States by the Fourth and Fourteenth Amendments to the Constitution of the United States of America and in violation of 42 U.S.C. §1983.

23. All of the aforementioned acts complained of were carried out by defendant, City of Dunkirk, by and through its employees in their official and individual capacities, including, but not limited to, defendant, Kenneth Kraus.

24. The acts complained of were carried out by Defendants in their capacities as police officers, pursuant to the customs, usages, practices, procedures and rules of the City of Dunkirk.

25. Defendants, collectively, and individually, while acting under the color of state law, engaged in conduct which constituted a custom, usage, practice, procedure or rule of the City of Dunkirk which are forbidden and unlawful under the Constitution of the United States.

26. As a result of Defendants' willful violations of Plaintiff's civil rights, and pursuant to 42 U.S.C. §1983, the Defendants should be ordered to pay compensatory and punitive damages, together with attorney's fees and costs of this action.

**AS AND FOR A SECOND CAUSE OF ACTION
AGAINST DEFENDANTS
(FALSE ARREST UNDER 42 U.S.C. §1983)**

27. Plaintiff repeats and realleges the allegations in paragraphs "1" through "26" of the Complaint as if set forth herein.

28. As a result of the aforesaid conduct by Defendants, Plaintiff was subjected to an illegal and improper false arrest, was taken into custody, and was imprisoned, detained, and confined without probable cause, privilege or consent.

29. Defendants, through conducting a proper investigation and due diligence, would, and should, have known that Plaintiff was not the individual named in the alleged warrant.

30. As a result of the conduct of Defendants, Plaintiff's liberty and civil rights were restricted for extended periods of time, he was put in fear for his safety, he was humiliated and subjected to handcuffing and other physical restraints, and he was prevented from enjoying his freedom, without probable cause or a reasonable, good faith belief he was the person named in the alleged warrant.

31. As a result of Defendants' willful violations of Plaintiff's civil rights, and pursuant to 42 U.S.C. §1983, the Defendants should be ordered to pay compensatory and punitive damages, together with attorney's fees and costs of this action.

**AS AND FOR A THIRD CAUSE OF ACTION
AGAINST DEFENDANTS
(Municipal Liability under 42 U.S.C. §1983)**

32. Plaintiff repeats and realleges the allegations in paragraphs "1" through "31" as if set forth herein.

33. Defendants, collectively and individually, while acting under color of state law, engaged in conduct that constituted a custom, usage, practice, procedure, or rule of the City of Dunkirk which are forbidden and unlawful under the Constitution of the United States of America.

34. The aforementioned customs, policies, usages, practices, procedures and rules of the City of Dunkirk include, but are not limited to, the following practices: arresting individuals on warrants without conducting proper investigation or due diligence into the identity of the individual; failing to obtain credible evidence to identify an individual named in an outstanding warrant before making an arrest; invading the privacy of the citizens of the City of Dunkirk by investigating individuals for whom there is no reasonable suspicion or probable cause that they committed any crime; and failing to obtain all information on a warrant before arresting an individual who is believed to be the person named.

35. The foregoing customs, policies, usages, practices, procedures and rules of the City of Dunkirk constituted deliberate indifference to the safety, well-being and constitutional rights of Plaintiff.

36. The foregoing customs, policies, usages, practices, procedures and rules of the City of Dunkirk were the direct and proximate cause of the constitutional violations suffered by Plaintiff.

37. Defendants, collectively and individually, while acting under the color of state law, were actively involved in violating Plaintiff's constitutional rights, including, but not limited to, the right to not be deprived of liberty without due process of law, to be free from seizure and arrest not based upon probable cause, to be free from unlawful search, and to receive equal protection under the law.

38. As a result of Defendants' willful violations of Plaintiff's civil rights, and pursuant to 42 U.S.C. §1983, the Defendants should be ordered to pay compensatory and punitive damages, together with attorney's fees and costs of this action.

DEMAND FOR JURY

39. Plaintiff hereby demands a trial by jury of all issues triable before a jury in accordance with Rule 38 of the Federal Rules of Civil Procedure.

WHEREFORE, Plaintiff, MIGUEL A. CORRALIZA SANCHEZ, respectfully requests that the Court grant a Judgment against Defendants, CITY OF DUNKIRK, KENNETH KAUS, individually and in his official capacity, and "JOHN DOE" #'s 1-10, individually and in their official capacity, for all damages properly recoverable under the law, including, but not limited to, compensatory damages, punitive damages, and attorney's fees and costs under 42 U.S.C. §§1983 and 1988, and such other and further relief which to this Court may seem just and proper.

Dated: June 13, 2014
Buffalo, New York

Yours etc/



Rafael O. Gomez, Esq.
LO TEMPPIO & BROWN, P.C.
Attorneys for Plaintiff
One Franklin Court
181 Franklin Street
Buffalo, New York 14202
(716) 855-3761
rgomez@lotempioandbrown.com

RESOLUTION #55-2014

JULY 1, 2014

BY: COUNCILWOMAN SZUKALA

**AUTHORIZE AGREEMENT FOR INDEPENDENT CONTRACTOR
(New York Main Street Program)**

WHEREAS, the City of Dunkirk, through its Department of Planning & Development (the "Department") has a need for assistance with the previously-awarded New York Main Street Grant program, including but not necessarily limited to the provision of technical and compliance assistance necessary for the administration of the Program; and

WHEREAS, following published Legal Notice, proposals for such services were requested by the Department; and

WHEREAS, Labella Associates, D.P.C. is ready, willing and able to provide such assistance as an independent contractor for the City and the New York Main Street grant includes \$15,000 for such services; now, therefore, be it

RESOLVED, that the Mayor is directed and authorized to execute any and all agreements necessary to engage the services of **LaBella Associates D.P.C.**, 300 Pearl Street, Buffalo, New York 14202, as an independent contractor to provide contracting services and assistance with this Program commencing July 2, 2014, and extending through June 30, 2015, with payment of One Hundred Dollars (\$100.00) per hour with such funds drawn from the Department of Development Contracted Services Account No. 001-8020-4036, with reimbursement drawn from the New York Main Street Program funding.

RESOLUTION #56-2014
JULY 1, 2014

BY: COUNCILMEMBERS MICHALSKI, GONZALEZ and SZUKALA

AUTHORIZING BOARDWALK LEASE AGREEMENT TERMINATION/EXTENSION
(Aisling Heenan d/b/a Spike Dailey's)

WHEREAS, the City of Dunkirk has developed and marketed the **Dunkirk Boardwalk Project** (the "Board walk") 8-22 Central Avenue, Dunkirk, New York, to help create and to encourage the vibrancy of the City's harb or district; and

WHEREAS, **Aisling Heenan d/b/a/ Spike Dailey's** ("Heenan") has, under a lease dated December 19, 2011, occupied a portion of the Boardwalk commonly known as Spike Daily's (18 Central Avenue) for an on-premises sales of alcohol to the general public, which lease runs through April 30, 2015 at an annual blended rental of Three Thousand Three Hundred Sixty Dollars and Zero Cents (\$3,360.00); and

WHEREAS, by Resolution No. 49-2014 (June 3, 2014), the Common Council authorized a two-year lease to Heenan to occupy a portion of the Boardwalk commonly known as 20 Central Avenue for on-and-off premises restaurant sales, which lease runs through May 31, 2016 at an annual rental of Four Thousand Two Hundred Dollars and Zero Cents (\$4,200.00); and

WHEREAS, the City has been requested to modify the lease at 18 Central Avenue, extending the term for one (1) year and increasing the annual rental to Four Thousand Two Hundred Dollars and Zero Cents (\$4,200.00) (with such pro. rata increase to take effect July 1, 2014) in order to more appropriately accommodate the kitchen operation of the leasehold at 20 Central Avenue, now, therefore, be it

RESOLVED, that the Mayor, Anthony J. Dolce, is hereby authorized; a) to execute any appropriate documents terminating a certain lease for 18 Central Avenue (expiring May 30, 2015), and b) to execute a lease agreement with **Aisling Heenan d/b/a Spike Dailey's**, Seel Acres, Dunkirk, New York 14048, for rental of 18 Central Avenue, Dunkirk, New York 14048, for the period July 1, 2014 through May 31, 2016, at an annual rental of Four Thousand Two Hundred Dollars and Zero Cents (\$4,200.00).

RESOLUTION #57-2014

JULY 1, 2014

BY: COUNCILWOMAN SZUKALA

**AUTHORIZATION OF A LEASE AGREEMENT
FOR AN OFFICE COPIER AT THE WASTE WATER TREATMENT PLANT**

WHEREAS, the current office copier lease agreement with Xerox, for the Waste Water Treatment Plant is scheduled to expire at the end of August, and

WHEREAS, our current monthly lease payment to Xerox is Ninety-Seven Dollars and Ninety-Seven Cents (\$99.97), and

WHEREAS, after obtaining three (3) quotes from companies: Xerox – 60 month lease at \$99.97 per month; COMDOC – 60 month lease at \$111.00 per month; and Toshiba – 63 month lease at \$90.00 per month; and

WHEREAS, COMDOC, a Xerox Company would like to enter into a sixty (60) month lease agreement for One Hundred Eleven Dollars and Zero Cents (\$111.00) Fixed, now, therefore be it

RESOLVED, that the Mayor is hereby authorized to execute a sixty (60) month lease agreement with COMDOC, a Xerox Company, for an office copier which includes training, labor, service, parts and supplies (except for paper and staples), at a monthly payment of One Hundred Eleven Dollars and Zero Cents (\$111.00), and, be it finally

RESOLVED, that funds for this lease be allocated from budget account #003-8130-4036, Contracted Services.