

**CITY OF WATERTOWN, NEW YORK  
AGENDA**

This shall serve as notice that an Adjourned City Council Meeting will be held on Monday, November 23, 2009, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

**MOMENT OF SILENCE**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**ADOPTION OF MINUTES**

**COMMUNICATIONS**

**PRIVILEGE OF THE FLOOR**

**RESOLUTIONS**

- Resolution No. 1 - Approving Agreement for Bulk Rental of Ice Time at the Watertown Municipal Arena, Watertown Hockey Association

**ORDINANCES**

- Ordinance No. 1 - Amending City Code Chapter 320, Article III, §320-4, Schedule of Fees

**LOCAL LAW**

**PUBLIC HEARING**

**OLD BUSINESS**

- 1. Staff Report – Snow-Dumping Facility 2008-2009 Permit Record

**STAFF REPORTS**

**NEW BUSINESS**

- 1. Watertown Wizards Request, Gathering Deck

**EXECUTIVE SESSION**

**WORK SESSION**

**ADJOURNMENT**

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,  
DECEMBER 7, 2009.**

November 19, 2009

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Proposed Agreement with Watertown Hockey  
Association, Bulk Ice Time

Attached for City Council review and consideration is an Agreement between the City of Watertown and the Watertown Hockey Association for the purchase of Bulk Ice Time. Included in this package is a resolution approving the Agreement with the Hockey Association for the purchase of bulk ice time.

A total of 647 hours and 5 minutes of ice time were slotted for the Hockey Association last year, and they actually used 616 hours and 27 minutes. Under the terms of the attached Agreement, a total of 687 hours and 20 minutes will be slotted for use by the Association. In addition to the time slot reserved last year, time slots were allocated for early Saturday mornings, Columbus Day, Veterans' Day, the day before and after Thanksgiving, Christmas vacation week, and winter vacation week. Most of the additional times requested are not the most popular slots, therefore may not have been used by any other group. Some of the hours requested are non-prime time hours and would be charged at \$42/hour and for every four hours of non-prime time they use, they get one free non-prime time hour.

Under the terms of this Agreement, for the upcoming ice season, the City would receive \$43,000 for the use of the City's Ice Arena, during the time slots detailed in the Agreement on pages 2 and 3, plus an additional \$30/per hour for any event that charges admission at the door for entry. If the Hockey Association were to use all of the time slotted for, at the rates established in the City Code, the City would receive approximately \$49,500. If the Association rented, at the current rates, the 616 hours and 27 minutes used last year, the City would receive approximately \$43,000.

As discussed in September, in order to enter into this Agreement, the City Code needs to be modified. An Ordinance amending the City Code to allow the City to enter into Agreements for the use of the Fairgrounds Arena, at rates other than the rates contained within the Code, is attached for Council consideration.

Superintendent of Parks and Recreation Jayme St. Croix and representatives from the Watertown Hockey Association will be in attendance at the City Council meeting to discuss any questions or concerns regarding this proposal.

# RESOLUTION

Page 1 of 1

Approving Agreement for Bulk Rental of Ice Time at the Watertown Municipal Arena, Watertown Hockey Association

Council Member BURNS, Roxanne M.  
 Council Member BURTO, Jason R.  
 Council Member BUTLER, Joseph M. Jr  
 Council Member SMITH, Jeffrey M.  
 Mayor GRAHAM, Jeffrey E.  
 Total .....

| YEA | NAY |
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***Introduced by***

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WHEREAS the City of Watertown owns and operates an Arena at the Alex T. Duffy Fairgrounds, and

WHEREAS the Watertown Hockey Association expressed their desire to enter into an Agreement for bulk rental of ice time at the Fairgrounds Arena to support their programs, and

WHEREAS City Council of the City of Watertown desires to promote recreational activities at this community recreational facility,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York that it hereby approves the Agreement for Bulk rental of Ice Time at the Watertown Municipal Arena between the City of Watertown and the Watertown Hockey Association, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that City Manager Mary M. Corriveau is hereby authorized and directed to execute said Agreement on behalf of the City of Watertown.

**Seconded by**

**AGREEMENT FOR BULK RENTAL OF ICE TIME  
AT THE WATERTOWN MUNICIPAL ARENA  
FAIRGROUNDS WATERTOWN, NEW YORK**

This Agreement is being made and is intended to be effective as of September 25, 2009 for a period of one (1) ice season between the City of Watertown, New York with its principal offices located at 245 Washington Street; Watertown, New York 13601 (the "CITY") and the Watertown Minor Hockey Association ("Hockey Association"), P. O. Box 371, Watertown, NY 13601.

**INTRODUCTION**

**WHEREAS** the City is a municipal corporation organized under the laws of the State of New York and, as such, owns a facility known as the Watertown Municipal Arena within the City of Watertown, and the ice arena is a community recreational facility, and

**WHEREAS** the City desires to promote future recreational activities at the ice arena for the valid public purpose of the benefit, recreation, entertainment, amusement, convenience and welfare of the people of the City, and

**WHEREAS** in pursuit of that public purpose, the City desires to grant "bulk" ice time for the 2009 – 2010 ice season to the Hockey Association for the operation, management and maintenance of a skating program for the use of the people in the community wanting to learn and improve ice skating skills, and

**WHEREAS** in pursuit of the public purpose the City desires to enter an Agreement for the bulk rental of ice time provided by § 320-A, D of the City Code,

**NOW, THEREFORE**, in consideration of mutual covenants and agreements as stated herein, the City and the Watertown Hockey Association agree as follows:

**AGREEMENT**

**SECTION I – TERM**

The term of this agreement shall be from September 26, 2009 (the anticipated first day of ice in the Arena) through March 20, 2010.

**SECTION II – PROPERTY**

The City agrees to permit the Hockey Association to use a part of the City of Watertown Municipal Arena generally consisting of the ice surface, player boxes, penalty boxes, scorer's booth, changing rooms and hockey goals. The City grants the Hockey Association the right of ingress and egress over municipal property to the extent necessary to operate the hockey program on the City's ice sheet.

### **SECTION III – NONASSIGNABILITY**

The City and Watertown Hockey agree that it is the purpose of this agreement to permit the use, operation, management and maintenance of the Hockey Program at the premises by the Hockey Association, and that this agreement may not be assigned by Watertown Hockey to any other person or entity. The Hockey Association agrees that the City's consent to any assignment may be withheld for any reason, and in its sole discretion.

### **SECTION IV – COMPENSATION**

A. The one time annual fee for "bulk ice time" as detailed in Section V of this Agreement is \$43,000 as offered by the Hockey Association to the City for the 2009 – 2010 ice season. Payment of the annual fee shall be made as follows:

One-half (1/2) to be paid at the time of the signing of the agreement; and

The balance due will be paid on or before January 1, 2010. Payment of the fees shall be made by the Hockey Association to the City Comptroller.

B. The Hockey Association will pay an additional \$30 per hour anytime their ice time slot rental is for an event that charges admission at the door for entry. Admission is defined as any fee to enter the event such as a cover charge, pass, raffle, donation or any means of recouping a fee to enter the facility. If time beyond that allocated in Section V is requested for a event that charges admission at the door for entry, the Hockey Association will pay based on the City's established rates.

### **SECTION V – ICE TIME**

A. The City will provide the Hockey Association annual ice time slots that are set aside for the organization each season. These times, with some minor adjustment, are based on previous years and include:

| Day of the Week | Time of Day  |
|-----------------|--|
| Sunday          | 7:30 a.m. to 1:05 p.m.;<br>3:10 p.m. to 6:10 p.m.  |
| Monday          | 6:00 p.m. to 8:30 p.m.                             |
| Tuesday         | 4:20 p.m. to 7:05 p.m.;<br>9:00 p.m. to 10:00 p.m. |
| Thursday        | 5:05 p.m. to 7:05 p.m.                             |
| Saturday        | 7:30 a.m. to 1:05 p.m.;<br>4:50 p.m. to 7:30 p.m.  |

B. In addition to the time listed above the City will set aside the additional times requested for the 2009-2010 season by the Association that include:

| Day of the Week               | Time of Day             |
|-------------------------------|-------------------------|
| Saturday                      | 6:30 a.m. to 7:30 a.m.  |
| Columbus Day                  | 6:35 a.m. to 10:35 a.m. |
| Veterans' Day                 | 6:35 a.m. to 10:35 a.m. |
| Wednesday before Thanksgiving | 6:35 a.m. to 10:35 a.m. |
| Friday after Thanksgiving     | 6:35 a.m. to 10:35 a.m. |
| Christmas School vacation     | 6:35 a.m. to 10:35 a.m. |
| Martin Luther King Day        | 6:35 a.m. to 10:35 a.m. |
| Winter School vacation        | 6:35 a.m. to 10:35 a.m. |

C. The Hockey Association recognizes that the Arena will be closed Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day and therefore no ice time will be available and time missed will not be compensated.

D. The Hockey Association agrees to give up ice time and allow for annual events such as all local High School Hockey Games and for Watertown Figure Skating Club's annual testing session, exhibition and show.

E. Ice time for any Hockey Association tournaments will be negotiated with the rental groups that are affected. In any event Hockey Association will use their own scheduled ice time first before canceling another group's time.

F. The Hockey Association agrees to hold the City harmless should the Arena be closed for any unforeseen circumstance such as weather, emergencies or other items the City has no control over.

G. In the event ice time is not used a courtesy call shall be made within a reasonable time frame. The City at that point shall have the option to resell the ice time without affecting this contract.

H. Any additional time requested by the Hockey Association above and beyond the ice time slots listed in Section V of this Agreement, will be billed in accordance with the rates established in the City Code Section 320, Article III, § a320-4, Schedule of Fees.

## **SECTION VI – MAINTENANCE**

A. The City agrees that it will keep the premises, including any structural or capital repairs and improvements, in good repair during the term of this agreement at its own expense. The City further agrees that it shall provide reasonable and normal ice surface for skating purposes.

## **SECTION VII – INSURANCE**

A. The Hockey Association agrees to furnish and maintain during the term of this Agreement general liability insurance in the amount of \$500,000/\$1,000,000 combined single limit per occurrence, and property damage insurance in the sum of \$50,000 per occurrence. Hockey Association's policy of liability insurance shall name the City as a certificate holder and as an additional named insured without restriction to vicarious liability issues only. Hockey Association shall provide the City with copies of its declaration pages for the policy or policies during the duration of this Agreement, and those declaration pages must be delivered to the City prior to Hockey Association's commencement of any activities on the premises.

B. The Hockey Association shall procure and maintain Worker's Compensation Insurance and Disability Insurance in accordance with the laws of the State of New York. This insurance shall cover all persons who are employees of the Franchisee under the laws of the State of New York.

## **SECTION VIII – HOLD HARMLESS**

The Hockey Association shall indemnify and hold the City harmless including reimbursement for reasonable attorney's fees from any and all loss, claims, costs or expenses arising out of any claim of liability for injuries or damages to persons or to property sustained by any person or entity by reason of the Hockey Association's operation, use or occupation of the premises, or by or resulting from any act or omission of the Hockey Association, or any of its officers, agents, employees, guests, patrons or invitees. Coverage under the liability insurance in the type and amounts identified in Section IX naming the City as an additional named insured shall be sufficient for purposes of meeting Hockey Association's obligations under this paragraph.

## **SECTION IX – TERMINATION**

This franchise may be terminated by the City, for cause, upon any of the following:

A. Violation of the Hockey Association of any of the applicable laws and regulations of the State of New York including regulations promulgated by the New York State Department of Health.

B. This Agreement may also be terminated by the City for the Hockey Association's failure to comply with any of the provisions of the agreement.

## **SECTION X – NO RECOURSE**

A. The Hockey Association acknowledges and agrees that the premises may be subject to being shut down for any number of reasons including down time for structural repairs, and the Hockey Association agrees that it shall have no recourse against the City for damages in the event the premises are unavailable for use.

## **SECTION XI – VENUE AND APPLICABLE LAW**

A. The City and the Hockey Association agree that the venue of any legal action arising from a claimed breach of this Agreement is in the Supreme Court, in and for the County of Jefferson.

B. This agreement shall be construed in accordance with the laws of the State of New York.

## **SECTION XII – SAVINGS CLAUSE**

The parties acknowledge that it is important to the parties to have a valid agreement in connection with the subject matter. Therefore, the parties agree that, to the extent any term, condition, or provision of this agreement is found to be invalid, for any reason, the remainder of this agreement shall, to the extent possible, remain in full force and effect for the contract term or for any extension thereof.

## **SECTION XIII ENTIRE AGREEMENT**

This agreement represents the entire agreement between the parties in connection with the referenced subject matter, and each party acknowledges that there are no promises, agreements, conditions or understandings, either oral or written, express or implied, which are not set forth in this agreement. Each party further agrees that no change to the terms of this agreement shall be binding unless such change is in writing and signed by both parties.

## **SECTION XIV – NOTICE**

All notices required to be given under this agreement shall be in writing and shall be deemed to have been duly given on the date mailed. If sent by certified mail, return receipt requested to:

City:

City Manager  
245 Washington Street  
Watertown, New York 13601

Association:

Watertown Minor Hockey Association  
P.O. Box 371  
Watertown, New York 13601

**IN WITNESS WHEREOF**, the City and Watertown Minor Hockey Association have caused this agreement to be executed by the parties and is to be effective as of September 26, 2009.

THE CITY OF WATERTOWN, NEW YORK

By: \_\_\_\_\_  
Mary M. Corriveau, City Manager

WATERTOWN MINOR HOCKEY ASSOCIATION

By: \_\_\_\_\_  
Nina Harff, General Manager

ORDINANCE

Page 1 of 1

Amending City Code Chapter 320,  
Article III, §320-4, Schedule of Fees

Council Member BURNS, Roxanne M.  
 Council Member BURTO, Jason R.  
 Council Member BUTLER, Joseph M. Jr.  
 Council Member SMITH, Jeffrey M.  
 Mayor GRAHAM, Jeffrey E.  
 Total .....

| YEA | NAY |
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*Introduced by*

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WHEREAS the City is a municipal corporation organized under the laws of the State of New York and, as such, owns a facility known as the Watertown Municipal Arena within the City of Watertown, and said facility is a community recreational asset, and

WHEREAS the City desires to promote future recreational activities at the ice arena for the valid purpose for the benefit, recreation, entertainment, amusement, convenience and welfare of the people of the City, and

WHEREAS in pursuit of this public purpose the City desires to enter into an Agreement for the rental of bulk ice time,

NOW THEREFORE BE IT ORDAINED that the City Council of the City of Watertown amends the City Code Chapter 320, Article III, Section 320-4, Schedule of Fees, by adding the following:

D. Nothing in this Section shall prohibit the City from entering into an Agreement for the use of the Fairgrounds Arena, at rates other than the rates stated above. However, any such Agreement shall require approval of the City Council.

, And

BE IT FURTHER ORDAINED that this amendment shall take effect immediately.

*Seconded by*

|   |  |                |
|---|--|----------------|
|  | <h1>MEMORANDUM</h1>                              | E.P. Hayes     |
|   | <h2>Dept. Public Works</h2>                      | Superintendent |
| Date: 11-20-09  |  |                |
| Ref: PW 079-09  |  |                |
| To:   | Mary Corriveau, City Manager                     |                |
| Subject:  | Snow-Dumping Facility<br>2008-2009 Permit Record |                |

In response to the Council's request for additional information I have prepared the following listing detailing the 2008-2009 Snow Dump Permits issued in terms of numbers and vehicles.

| No | Permit Holder               | Date Issued | Vehicles |
|----|-----------------------------|-------------|----------|
| 1  | Cory Gardner                | 01-28-09    | 1        |
| 2  | Desormo Excavation          | 02-02-09    | 3        |
| 3  | Gardner Trucking            | 01-13-09    | 1        |
| 4  | Great Northern Construction | 12-01-08    | 2        |
| 5  | Joe Converse                | 12-22-08    | 1        |
| 6  | Lennox Homes                | 01-26-09    | 1        |
| 7  | Marcincko                   | 12-16-08    | 3        |
| 8  | Marzano Excavating          | 01-30-09    | 2        |
| 9  | Motors N More               | 01-20-09    | 1        |
| 10 | Ontario Earth Works         | 02-03-09    | 1        |
| 11 | Otter Creek Excavating      | 01-22-09    | 2        |
| 12 | P&M Construction            | 11-14-08    | 2        |
| 13 | P. Marzano Special          | 01-30-09    | 1        |
| 14 | Popovici                    | 01-22-09    | 1        |
| 15 | Rayex Property              | 01-28-09    | 1        |
| 16 | Ronald Branch               | 01-20-09    | 1        |
| 17 | Shawn Granger               | 01-26-09    | 2        |
| 18 | Steve Converse Developments | 12-22-08    | 2        |
| 19 | SWBG Wholesale Inc          | 01-14-09    | 2        |
| 20 | SWBG Wholesale Inc          | 02-10-09    | 1        |
| 21 | Watertown Door & Window     | 12-11-08    | 2        |
| 22 | White's Lumber              | 02-05-09    | 1        |

As you will note 22 permits were issued with a total of 34 vehicles listed; 12 holders registered single use vehicles.

To date this year we have issued two Snow Dump Permits with a total of 23 vehicles listed as compared to one permit issued by this time in 2008 and two vehicles listed.

Should you have any additional questions concerning this issue, please do not hesitate to contact me at your convenience.

*Gene*

cc: Chief Goss, Watertown City Police Department  
Peter Monaco, Superintendent of Public Works  
DPW files:  
Snow Dump Permits

City of Watertown, NY  
CHAPTER 265. STREETS AND SIDEWALKS

§ 265-11.1. Snow or other obstructing substances in streets.

**[Added 11-14-1960]**

No person shall willfully or knowingly place quantities of snow or any other obstructing substances in such a manner as to interfere with the free, full and proper use of any road, highway, public way or place by pedestrians, motor vehicles and their operators.

§ 265-11.2. Use of City snow-dumping facility.

**[Added 11-24-1986]**

A. No person shall use the City snow-dumping facility without a duly authorized permit issued by the City of Watertown's Department of Public Works. Each application for a permit, if required, shall be accompanied by a check, or other form of payment acceptable to the City of Watertown in the amount set forth by the City Council in Chapter A320 of the City Code. This fee is nonrefundable.

**[Amended 6-1-2009]**

B. As a requirement for said permit, the applicant shall provide a certificate of liability insurance for not less than \$500,000, and, further, said policy shall name the City of Watertown as an additional named insured.

C. Penalties shall be as set forth in § 265-12 of the Municipal Code.

§ 265-12. Penalties for offenses.

**[Added 12-1-1986 by L.L. No. 1-1986]**

Any person, firm or corporation violating any provision of this Article shall, upon conviction, be subject to a fine of not less than \$50 nor more than \$250 or imprisonment for not more than 15 days, or both. Each day of continued violation is a separate and distinct offense.



595 Coffeen Street  
Watertown, New York 13601  
Office 315-782-4303

Todd Kirkey, GM 315-212-4096  
Paul Simmons, CEO  
Ted Ford, President

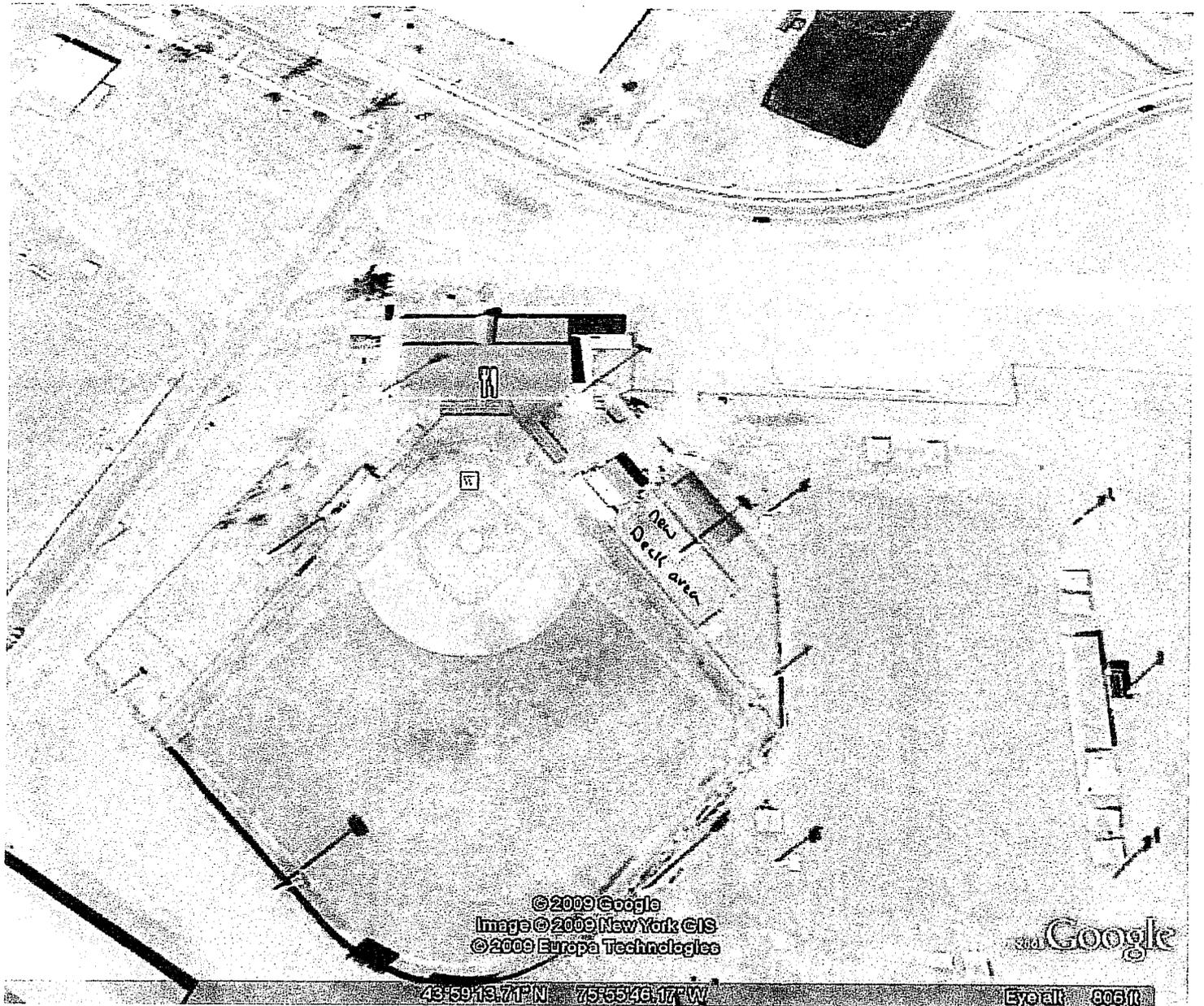
November 19, 2009

RE: Gathering Deck

Code Enforcement City of Watertown

This letter is to provide you with information on the Gathering Deck for the Watertown Wizards. The Gathering Deck is for the Sponsors of the Watertown Wizards. On nights of the Watertown Wizards baseball games the individual or company that sponsors that night will have the use of the Gathering Deck. This is a place for this sponsor to bring their employees and families and show off their business while having a great view of the Wizards Game. This will be a gift to the City of Watertown from the Watertown Wizards and can be used at any time when not being used by the Wizards. The Wizards will cover the cost of materials and installing this temporary deck. This deck would sit on the third base side, past the dugout. This deck will be bolted together but can be unbolted and moved in sections if needed. We feel this will be beneficial to both the City and obviously the Watertown Wizards, as the crowds at the fairgrounds for not only our games but concerts or other events require special or VIP seating.

Paul A Simmons, CEO Watertown Wizards



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43°59'13.71" N 75°55'46.17" W

Eye alt: 806 ft