

City of North Tonawanda

DONNA L. BRAUN
City Clerk-Treasurer
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Lori Swartz
Assistant City Clerk

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OFFICE OF THE CITY CLERK - TREASURER
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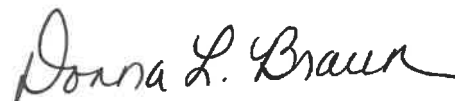
COMMON COUNCIL WORKSHOP AGENDA

February 8, 2024

The following meeting has been scheduled for TUESDAY, FEBRUARY 13, 2024:

6:30 PM CHANT & Reality Check Lyndsay Storer	Re: Updates and Revisions from CHANT
6:45 PM City Attorney- Ed Zebulske	Re: Keller Building – Leasing Portion
7:00 PM City Accountant- Jeff Zellner	Re: Capital Project 2024- Discussion
7:15 PM Solar Simplified	Re: New York Community Solor Presentation
7:30 PM Dir. Youth, Recreation, Parks & Seniors – Alex Domaradzki	Re: Consolidate Recreation Offices
8:00 PM Common Council	Re: General Discussion

Respectfully submitted,



Donna L. Braun
City Clerk-Treasurer

Chapter 70A Promoting General Welfare of Minors

Article II Consumption of Alcohol, Tobacco, Marijuana and/or Illegal Drugs by Minors; Social Hosting

Current:

§ 70A-9 Definitions.

As used in this article, the following terms shall have the meanings indicated.

ALCOHOL

Ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, from whatever source or by whatever process produced.

ALCOHOLIC BEVERAGE

Any drink capable of being consumed containing ethanol or ethyl alcohol is an alcoholic beverage.

GUARDIAN

A person who, under court order, is the guardian of the person of a minor; or a public or private agency with whom a minor has been placed by a court.

MINOR

Any person under 21 years of age.

PARENT

A natural parent, adoptive parent, stepparent or another person, or other adult person having the lawful care and custody of the minor.

PARTY, GATHERING, or EVENT

A group of persons who have assembled or are assembling for a social occasion or social activity.

PUBLIC PLACE

Any place to which the public or a substantial group of the public has access and includes, but is not limited to, highways, streets, alleys, parks, playgrounds, shops, shopping plazas, transportation facilities, vacant lots, hospitals and public buildings.

§ 70A-10 Consumption of alcohol prohibited.

Consumption of alcohol by a minor is prohibited in any public place, place open to public, or place not open to public. Except as permitted by state law, it is unlawful for any minor to:

A.

Consume at any public place or any place open to the public any alcoholic beverage; or

B.

Consume at any place not open to the public any alcoholic beverage.

§ 70A-11 Party, gathering, or event hosting.

Allowing a party, gathering, or event where minors consuming alcoholic beverages is prohibited. Except as permitted by Article I, § 3, of the New York State Constitution, it is unlawful for any person to allow or host a party, gathering, or event at his or her place of residence or other private property, place, or premises under his or her control where three or more minors are present and alcoholic beverages are being consumed by any minor. This section does not apply to conduct involving the use of alcoholic beverages (i.e., religious rituals) which occurs exclusively between a minor child and his or her parent or legal guardian.

§ 70A-12 Penalties for offenses.

Any person, firm or corporation violating any of the provisions of this article shall be guilty of a violation punishable to the fullest extent of the law up to and including a fine of \$250 and/or 15 days in jail.

Revised

§ 70A-9 Definitions.

As used in this article, the following terms shall have the meanings indicated.

ALCOHOL

Ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, from whatever source or by whatever process produced.

ALCOHOLIC BEVERAGE

Any drink capable of being consumed containing ethanol or ethyl alcohol is an alcoholic beverage.

TOBACCO PRODUCT

Any product that is made from or derived from tobacco, or that contains nicotine, that is intended for human consumption or is likely to be consumed, whether smoked, heated, chewed, absorbed, dissolved, inhaled or ingested by any other means, including, but not limited to, a cigarette, cigar, hookah, pipe tobacco, chewing tobacco, snuff, snus and electronic smoking devices (“e-cigs,” “vapes,” “e-hookahs,” “vape pens,” “JUUL,” “Hyde,” and “electronic nicotine delivery systems (ENDS),” etc.) and any component or accessory used in the

consumption of a tobacco product, such as filters, rolling papers, pipes, and liquids used in electronic smoking devices, whether or not they contain nicotine.

MARIJUANA

Any part of the plant genus Cannabis whether growing or not; the seeds thereof; the resin extracted from any part of the plant, including hashish and hash oil; any compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin; and any component or accessory used in the consumption of a marijuana products, such as filters, rolling papers, pipes, and liquids used in electronic smoking devices.

ILLEGAL DRUGS

Any substance listed in section 3306 of the New York State Public Health Law and not prescribed by a physician.

GUARDIAN

A person who, under court order, is the guardian of the person of a minor; or a public or private agency with whom a minor has been placed by a court.

MINOR

Any person under 21 years of age

PARENT

A natural parent, adoptive parent, stepparent or another person, or other adult person having the lawful care and custody of the minor.

PARTY, GATHERING, or EVENT

A group of people who have assembled or are assembling for a social occasion or social activity.

PUBLIC PLACE

Any place to which the public or a substantial group of the public has access and includes, but is not limited to, highways, streets, alleys, parks, playgrounds, shops, shopping plazas, transportation facilities, vacant lots, hospitals, and public buildings.

§ 70A-10 Consumption of alcohol, tobacco, marijuana, and/or other illegal drugs prohibited.

Consumption of alcohol, alcoholic beverages, tobacco, marijuana or illegal drugs by a minor is prohibited in any public place, place open to public, or place not open to public. Except as permitted by state law, it is unlawful for any minor to:

- A. Consume at any public place or any place open to the public any alcohol, alcoholic beverages, tobacco, marijuana and/or illegal drugs; or
- B. Consume at any place not open to the public any alcohol, alcoholic beverages, tobacco,

marijuana and/or illegal drugs.

§ 70A-11 Party, gathering, or event hosting.

Allowing a party, gathering, or event where minors consuming alcohol, alcoholic beverages, marijuana, tobacco, and/or illegal drugs is prohibited. Except as permitted by Article I, § 3, of the New York State Constitution, it is unlawful for any person to allow or host a party, gathering, or event at his or her place of residence or other private property, place, or premises under his or her control where three or more minors are present and alcohol, alcoholic beverages, tobacco, marijuana, and/or other illegal drugs are being consumed by any minor. This section does not apply to conduct involving the use of alcoholic beverages, marijuana, or nicotine products (i.e., religious rituals) which occurs exclusively between a minor child and his or her parent or legal guardian.

§ 70A-12 Penalties for offenses.

First Offense. Any person, firm or corporation violating any of the provisions of this article shall be guilty of a violation punishable to the fullest extent of the law up to and including a fine of \$500 and/or 15 days in jail and/or serve up 20 hours of community service.

Second offense. Any person who violates any of the provisions of this article shall be guilty of a violation punishable to the fullest extent of the law up to and including a fine of \$1,000 where such violation constitutes the person's second offense and/or 30 days in jail, and/or serve up to 40 hours of community service.

Chapter 79 Smoke and Air Pollution

Current:

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[City of North Tonawanda, NY / The Code](#)

[Chapter 79 Smoke and Air Pollution](#) ^[1]

[arrow forward](#)

[HISTORY: Adopted by Common Council of City of North Tonawanda 10-1-1956.]

^[1]

Editor's Note: Originally adopted 6-5-1950 but was not published.

§ 79-17 Violations and penalties.

§ 79-1 **Short title.**

§ 79-2 **Definitions.**

§ 79-3 **Dense smoke prohibited.**

§ 79-4 **Emission of injurious quantities of stack products prohibited.**

§ 79-5 **Office of Smoke Inspector established.**

§ 79-6 **Advisory Board.**

§ 79-7 **Approval of plans and specifications required; permits.**

§ 79-8 **Issuance of building permit; inspection of buildings.**

§ 79-9 **Original certificate of operation.**

§ 79-10 **Annual inspection; annual certificate of operation.**

§ 79-11 **Certificate of extension.**

§ 79-12 **Permit or certificate not an exemption from prosecution.**

§ 79-13 **Fuel-burning equipment in private residences.**

§ 79-14 **Boiler fuels.**

§ 79-15 **Smoke indicators.**

§ 79-16 **Interference with inspection prohibited.**

§ 79-17 **Violations and penalties.**

§ 79-18 **Severability.**

§ 79-19 **Effective date.**

§ 79-1 **Short title.**

This ordinance shall be known as the Smoke and Air-Pollution Ordinance.

§ 79-2 **Definitions.**

The following words, when used in this ordinance, shall have the following meanings:

DUST and/or FLY ASH

Gas-borne and air-borne particles as described and/or defined in § 117-4B of this ordinance.

DUST-SEPARATING EQUIPMENT

Any device for separating dust from the media in which it is carried.

FUEL

Combustible materials, solid, liquid, or gaseous, used primarily either to kindle or sustain fire or produce heat, including refuse to be consumed in refuse-burning equipment.

FUEL-BURNING EQUIPMENT

Any furnace, incinerator, refuse-burning equipment, boiler, apparatus, device, mechanism, stack and structure used in the process of burning fuel or combustible material except a railroad locomotive or VEHICLE as herein defined.

FUMES

Fumes, gases, noxious or obnoxious acids or vapors which are of such character and volume as to be detrimental to health and property.

INTERNAL COMBUSTION ENGINE

An engine in which combustion of a gas, gaseous liquid or pulverized solid fuel takes place.

OPEN FIRE

Any fire wherein the products of combustion are emitted into the open air and are not directed thereto through a stack or chimney.

PERSON

Any individual, partnership, association, syndicate, company, firm, trust, corporation, government corporation, department, bureau, agency or any other entity recognized by law as the subject of rights and duties.

RINGELMANN SMOKE CHART

The Ringelmann Chart, with instructions for use, as published by the United States Bureau of Mines, 1945.

SMOKE

Means all gaseous products of combustion, together with carbon, soot, fly ash and all other particulate solids in combustion gases.

DENSE SMOKE

Smoke of a density equal to or in excess of No. 3 of the RINGELMANN SMOKE CHART.

SOOT

Agglomerated particles consisting essentially of carbonaceous material.

STACK and CHIMNEY

Flue, conduit or opening arranged for emitting gases into the open air, and including an open fire, structure or opening of any kind whatsoever capable of emitting smoke.

COMBUSTION ENGINEER

A person qualified by education and or experience in combustion engineering and who, through his vocation, has kept abreast of its changing practices.

VEHICLE

A mechanism, other than a steam locomotive, either self-propelled or propelled by other means such as a roller, derrick, crane, trencher, portable hoisting engine, steamboat, tug

or other apparatus which is not ordinarily permanently installed in one location but is used at various places over a wide area.

CITY

Means the City of North Tonawanda, Niagara County, New York.

§ 79-3Dense smoke prohibited.

A.

The production or emission of dense smoke within the City of North Tonawanda is prohibited and is hereby declared a nuisance and may be abated in the manner provided by law.

B.

The following exceptions to the provisions of this section shall be permitted:

(1)

In the event of upset fire conditions or breakdowns of equipment which are unavoidable and beyond the ordinary control of the person operating a fuel- or refuse-burning device, dense smoke of Ringelmann Smoke Chart No. 3 shall be permitted for one period of not more than six minutes during any one hour.

(2)

When a firebox is being cleaned out or a new fire being built therein, dense smoke shall be permitted for one period of not more than 10 minutes in any one calendar day, or for two periods of not more than six minutes in any one calendar day.

(3)

It shall be unlawful for a railroad locomotive to emit smoke of a density greater than No. 2 of the Ringelmann Chart for more than one minute at any one time or for more than 10 such one-minute periods in any consecutive period of 60 minutes. This provision shall apply to any locomotive in service or being prepared for service in transfer yards or engaged in switching operations, except as set forth in Paragraphs (4) and (5) herein.

(4)

In the event of upset fire conditions or breakdowns of equipment which are unavoidable and beyond the ordinary control of the person operating the locomotive, smoke of a density greater than No. 2 of the Ringelmann Chart shall be permitted for one period of not more than five minutes during any one hour.

(5)

When a firebox is being cleaned out or a new fire being built therein, smoke of a density greater than No. 2 of the Ringelmann Chart shall be permitted for one period of not more than 10 minutes in any one calendar day, or for two periods of not more than six minutes in any one calendar day.

(6)

Railroad locomotive cranes and railroad wrecking equipment are exempted from the requirements of the definition of dense smoke, and §§ 79-7, 9, 10, 15 and 18.

§ 79-4 Emission of injurious quantities of stack products prohibited.

A.

The emission from any stack or premises within the city into the open air of such quantities of dust, soot, cinders, fly ash, noxious or obnoxious acids, vapors, fumes or gases so as to cause injury or detriment to persons or to the public, or to endanger the reasonable comfort, health or safety of any person or the public, or in such manner as to cause unreasonable injury or to cause damage to business or property is prohibited and also is hereby declared to be a nuisance and may be abated in the manner provided by law.

B.

The quantity of dust and/or fly-ash emission shall be limited to 0.75 grains per cubic foot of flue gas at stack temperature, of which amount not more than 0.2 grains per cubic foot shall be of such a size as to be retained on a three-hundred-mesh United States Standard sieve. These conditions are to be conformed to when the percentage of excess air in the stack does not exceed 50% at full load. The foregoing requirements shall be measured in accordance with the methods outlined in the Test Code for Dust Separating Apparatus of the American Society of Mechanical Engineers.

§ 79-5 Office of Smoke Inspector established.

A.

There is hereby established the office of Smoke Inspector, who shall serve at the pleasure of the Common Council, at a compensation to be determined by the Common Council from time to time.

B.

Qualifications. The Smoke Inspector shall be qualified in theory and practice of design, construction and operation of fuel-burning apparatus.

C.

The Smoke Inspector shall, in cooperation with the Advisory Board, have charge of the enforcement of this ordinance and of the rules and regulations promulgated hereunder. His duties shall include but shall not be limited to the following:

(1)

The investigation of complaints, the making of observations of smoke conditions, and taking the necessary and proper steps to abate the nuisance therefrom and the enforcement of this ordinance.

(2)

The issuance of permits, certificates and notices under this ordinance; the keeping and custody of applications, plans, permits, certificates, violations, complaints and other records on file for Department purposes only.

(3)

The examination of the plans for all new buildings and for the alteration of all existing buildings in order to assure that they are in accordance with this ordinance and with the rules and regulations established by this ordinance.

(4)

The examination of the application and plans for the construction, installation or alteration of any fuel-burning equipment or any equipment pertaining thereto and, if found to meet the requirements of this ordinance and of the said rules and regulations, the issuance of an installation permit.

(5)

The inspection of the installation of all equipment for which a permit has been issued and, when found that the work is completed in accordance with this ordinance and with the said rules and regulations, the issuance of an operating permit.

(6)

The inspection annually of all the fuel-burning equipment under the jurisdiction of this ordinance and, when found to comply with its provisions and the said rules and regulations, the issuance of a certificate of operation.

(7)

The publication and dissemination of information on methods of smoke reduction.

(8)

The enlistment of the cooperation of civic, technical, scientific and educational societies.

(9)

Such other duties as are not hereinbefore enumerated as the Common Council may assign to him.

(10)

Make, prepare and promulgate rules and regulations with the advice and counsel of the Advisory Board for the installation and operation of fuel-burning equipment, subject to approval thereof by the Common Council after a public hearing thereon.

D.

The Common Council may appoint such assistants and employees as it may deem necessary to help, aid and assist the Smoke Inspector, or to work independently of the

Smoke Inspector, and pay them such compensation as the Common Council may determine from time to time.

§ 79-6 Advisory Board.

A.

There is hereby established a Smoke Regulations Advisory Board to consist of five members, who shall be appointed by the Common Council as follows: two for a term of one year; two for a term of two years and one for a term of three years. At the expiration of the several terms, appointment of successors shall thereafter be made by the Common Council for a term of three years. One of the members of of said Board shall be a qualified engineer. The Common Council shall appoint the Chairman, who shall serve as such until the Common Council shall thereafter appoint a Chairman at the first meeting of the Common Council in January of each year. The Smoke Advisory Board shall elect a Secretary from among its members. If a vacancy shall occur in said Board other than by expiration of term, such vacancy shall be filled by the Common Council by appointment for the unexpired term. The Common Council shall have the power to remove any member for cause after a public hearing.

B.

The duties of said Advisory Board shall be to advise and counsel with the Smoke Inspector and assist him in the promulgation of rules and regulations as provided in § 79-5 hereof.

C.

All meetings of said Board shall be held at the call of the Chairman and at such other times as such Board may determine.

§ 79-7 Approval of plans and specifications required; permits.

No new fuel- or refuse-burning plant, equipment or device shall be installed, erected or used, nor shall any existing fuel- or refuse-burning plant, equipment or device be altered, added to or used, nor shall any stack or furnace connected with such plant, equipment or device be installed, erected, altered, added to or used within the city until plans and specifications of the same shall have been filed in the office of the Smoke Inspector and approved, and a permit shall have been issued for such installation, erection, reconstruction or addition; provided, however, that such plans and specifications for heating plants only in residences of less than five dwelling units or flats need not to be so filed unless demanded by the Smoke Inspector. The plans and specifications so filed shall show:

A.

The type of installations.

B.

The nature and extent of the work to be performed.

C.

The extent of the space to be heated.

D.

The kind of fuel or refuse to be used and the rate of burning, including all provisions made for securing complete combustion of the fuel or refuse and the manner in which it is to be burned, for the purpose of preventing and eliminating dense smoke or other air-pollution.

E.

The location and dimensions of the premises, room, basement or other portion of the building in which such plant, equipment or device now is or may be located; also, the doors, windows, air shafts, fans and other means of ventilation in such premises, room, basement or other portion of such building to be sufficient to prevent the temperature therein from rising to a point higher than 120° F., and sufficient also to provide that the atmosphere of any such room, basement or other portion of the building may be changed at least every 10 minutes.

F.

The locations and dimensions of all stacks used in connection with or as a part of said fuel- or refuse-burning plant.

G.

The Smoke Inspector may require such additional data as he may deem necessary for the purpose of issuing a permit.

H.

No plans and specifications shall be approved nor shall a permit be issued for the installation, construction, erection or alteration of or addition to such fuel- or refuse-burning plant, equipment or device unless adequate and approved provisions are shown thereon for securing reasonably complete combustion of the fuel or refuse to be used, for the purpose of preventing dense smoke or other air-pollution.

I.

After a permit has been issued, no fuel- or refuse-burning plant, equipment or device shall be operated or used with a type of fuel materially different from that specified, nor in a manner different from the plans and specifications and the terms and conditions relating to the operation and use.

J.

Nothing in this section contained shall be construed so as to prohibit the making of repairs to any stack, fuel- or refuse-burning equipment or device.

§ 79-8 Issuance of building permit; inspection of buildings.

The Building Commissioner shall not issue a permit for the erection, construction, reconstruction or alteration of any building or structure which includes or requires a stack connected with a fuel- or refuse-burning plant, equipment or device unless a permit has been issued as provided in § 79-5 hereof. It shall be the duty of the Smoke Inspector, after such permit has been issued, to inspect the premises wherein said fuel-or refuseburning plant, equipment or device is to be located to see that the execution of the work so authorized by said permit shall be done in conformity with the approved plans and specifications and the existing standards, rules and regulations applicable thereto.

§ 79-9 Original certificate of operation.

It shall be unlawful for any person to use any new or reconstructed fuel- or refuse-burning plant, equipment or device until he shall have first procured a certificate of operation. No original certificate of operation shall be issued for such plant, equipment or device unless such plant, equipment or device is so constructed that it can consistently be managed to do the work required with the type of fuel and equipment to be used without emitting from the stack dense smoke, dust, soot, cinders, fly ash, noxious or obnoxious acids, fumes or gases.

§ 79-10 Annual inspection; annual certificate of operation.

A.

Every fuel- or refuse-burning plant, equipment or device shall be subject to annual inspection: and it shall be unlawful for any person to use or operate any fuel- or refuse-burning plant, equipment or device without first obtaining therefor an annual certificate of operation.

B.

The first annual inspection shall commence one year from the effective date of this ordinance, and each annual certificate of operation shall be effective for one year from the date thereof.

§ 79-11 Certificate of extension.

Upon due application and upon furnishing proof that plans and specifications have been or are being prepared for the reconstruction or alteration of or addition to any premises or fuel- or refuse-burning plant, equipment or device to prevent or eliminate air-pollution or the emission of dense smoke, and that the necessary steps have been taken to provide for compliance with the provisions of this chapter, but that the proper equipment or device cannot be obtained immediately, a certificate of extension may be granted for a period of not more than six months, and such period may be extended further not more than three months at any one time. All extensions of time shall be reported to the Common Council.

§ 79-12 Permit or certificate not an exemption from prosecution.

The issuance and delivery of a permit for the construction, reconstruction or alteration of or addition to any fuel- or refuse-burning plant, equipment or device or any stack connected thereto, or the issuance and delivery of an original or an annual certificate of operation shall not be a bar to prosecution because of a violation of any of the provisions of this chapter.

§ 79-13 Fuel-burning equipment in private residences.

Fuel-burning equipment or devices installed to heat buildings used exclusively for private residences containing less than five dwelling units or flats shall be equipped with efficient smoke-eliminating apparatus, unless such equipment or device is fueled with anthracite coal, coke, oil, gas or other smokeless fuel.

§ 79-14 Boiler fuels.

All boilers used in connection with steam shovels or used for stationary work shall, when operated, use only smokeless type (bituminous) or anthracite coal, coke, oil, gas or other smokeless fuel.

§ 79-15 Smoke indicators.

The owner or operator of every fuel- or refuse-burning plant, equipment or device, excepting those in which the only fuel is gas or oil and excepting those in buildings used exclusively for private residences containing less than five dwelling units or flats, shall provide means whereby the fireman may be enabled to know, without leaving the boiler or furnace room, whether or not prohibited smoke is issuing from the stack. Such means of observation shall be one of the following:

A.

A window or other opening through which an unobstructed view of the top of the stack may be had from the boiler or furnace room.

B.

A mirror, so placed as to reflect the top of the stack, visible from the boiler or furnace room.

C.

A smoke indicator installed so as to accurately indicate type, volume and character of smoke being discharged.

§ 79-16 Interference with inspection prohibited.

The Smoke Inspector and/or his assistants shall be permitted to enter any premises within the city and inspect said premises and the fuel- or refuse-burning plant, equipment or device therein at all reasonable hours for the purpose of administering and enforcing the provisions of this chapter. No person shall in any manner hinder, obstruct, delay, resist, prevent or interfere with the agents or employees of the city while administering or enforcing the provisions of this chapter nor refuse them entrance to premises for that purpose.

§ 79-17Violations and penalties.

A.

A violation of this ordinance or any rule or regulation adopted hereunder by the Common Council is hereby declared a misdemeanor except as otherwise provided by law.

B.

Any person who violates the provisions of this ordinance or any rule or regulation duly adopted by the Common Council hereunder, and upon conviction thereof in a court of competent jurisdiction, may be punished by a fine of not more than \$100, or imprisonment for not more than 30 days for each violation or both.

C.

The Common Council may also maintain an action or proceeding in the name of the city in a court of competent jurisdiction to collect a civil penalty of not over \$200 for each violation of this ordinance.

D.

Each unlawful emission of dense smoke, dust, soot, cinders, fly ash, noxious or obnoxious acids, fumes or gases shall constitute a separate violation.

E.

A person participating in any such violation either as owner, proprietor, lessee, agent, tenant, manager, superintendent, captain, engineer, fireman or janitor or otherwise shall be liable therefor and subject to the fines or penalties fixed by this chapter upon conviction thereof.

§ 79-18Severability.

If any clause, sentence, paragraph or part of this chapter or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this chapter and the application of such provision to any other person or circumstances, but shall be confined in its operation to the clause, sentence, paragraph or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person or circumstance involved. It is hereby declared to be the legislative intent of the Common Council that this ordinance would have been adopted had such invalid provision not been included.

§ 79-19Effective date.

This ordinance shall become effective 10 days⁽¹⁾ after the publishing and posting thereof as provided by law.

^[1]

Editor's Note: Published 10-15-1958.

Revised

Chapter 79 A. Smoking

79A-2. Smoking in City Parks

- A. Smoking a cigarette, pipe cigar, electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, vape pen, any cartridge or other component of the device or related product or any other matter of substance which contains tobacco, nicotine, any illegal substance, or any other substance that is similar shall be prohibited as follows.
- B. Smoking any part of the plant genus Cannabis whether growing or not; the seeds thereof; the resin extracted from any part of the plant, including hashish and hash oil; any compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin; and any component or accessory used in the consumption of a marijuana products, such as filters, rolling papers, pipes, and liquids used in electronic smoking devices.
- C. Smoking any illegal Substance listed in section 3306 of the New York State Public Health Law and not prescribed by a physician.
 - (1) At all times on the grounds of North Tonawanda City Parks
 - (2) "No Smoking/Vaping including Cannabis" Signs shall be placed on the property entrances at an appropriate location on the park entrances.
- D. Penalties for offenses:
 - (1) Smoking of cannabis, tobacco, nicotine, and other similar products shall be unlawful in the areas posted as stated in this chapter.
 - (2) A violation of any provision of this section shall be subject to a fine not to exceed \$250 for each offense or imprisonment for not more than 15 days for each offense, or both fine and imprisonment, and/or serve up 20 hours of community service.
- E. Severability. The several terms and provisions of this section shall be deemed severable, and if any provision hereof or the application hereof to any person or circumstances is held invalid, the remainder of the section and the applicability of such provisions to other persons and circumstances shall not be affected thereby.
- F. When Effective. This section shall become effective on the day after publication in the official newspaper of the City of North Tonawanda.

Commented [LS1]: Not sure if this should be in title 7

MEMO

CITY ATTORNEY
CITY OF NORTH TONAWANDA, NEW YORK
(716) 695-8590 FAX: (716) 695-8568

TO - Donna L. Braun, City Clerk-Treasurer

DATE - February 6, 2024


RE: -

FROM - CITY ATTORNEY

Proposed Lease of a
Portion of 500
Wheatfield Street to
the Niagara County
Public Defender's
Office

Attached, for your review and consideration by the Common Council, is a request by the Niagara County Public Defender's office to lease a portion of the Keller Building (500 Wheatfield Street) as indicated on the attached floor plan. The proposed rental would be \$1,000 per month. I suggest discussion at a future workshop as to the feasibility of a lease of the property to accommodate the request. Therefore, please allot time at a future workshop session for discussion.

Should you have questions or need more information, please do not hesitate to contact me.


Edward A. Zebulske, III
City Attorney

EAZ/lk

cc: Members, Common Council

2024 FEB 8 AM 9:57
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE

RE: 500 Wheatfield Space to the Public Defender's office

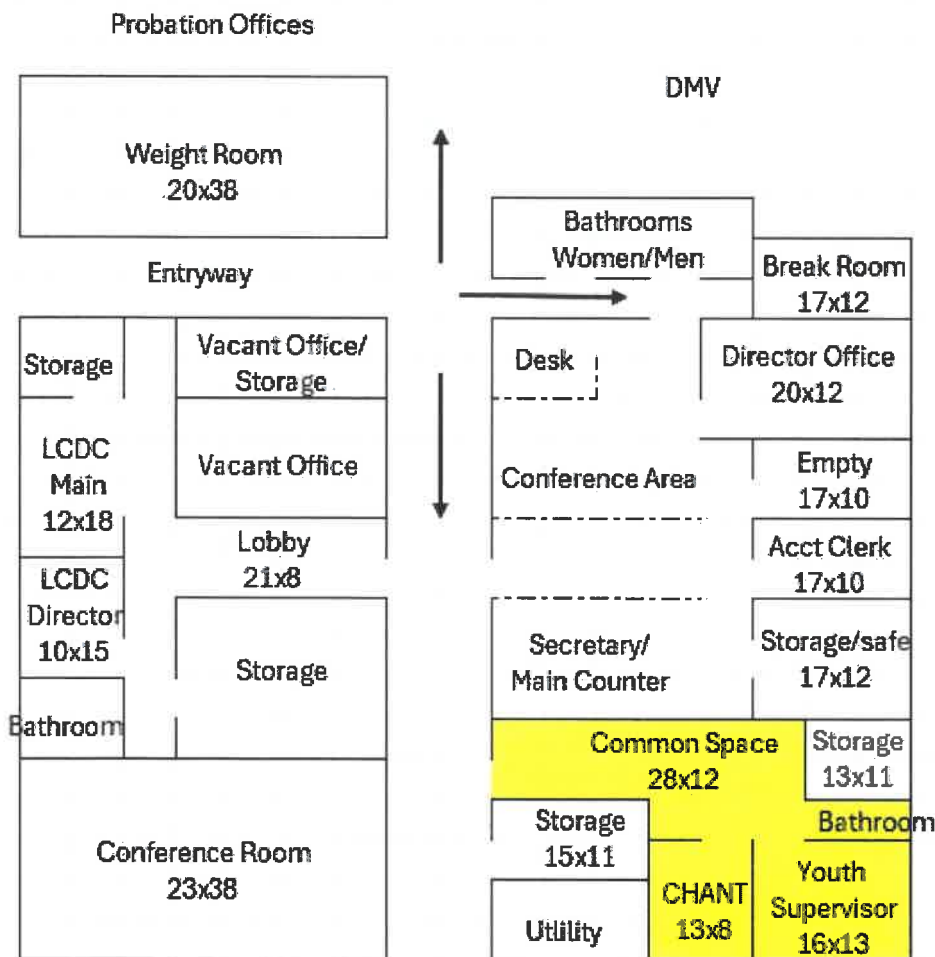
Alex Domaradzki <ADomaradzki@northtonawanda.org>

Tue 2/6/2024 8:42 AM

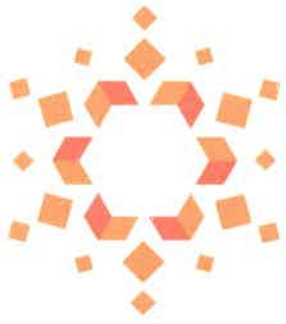
To: Edward Zebulske <EZebulske@northtonawanda.org>

Ed,

There is no room number. It's the area highlighted in the floor plan below. The 13x11 storage area is where the police keep their car seats and we will move CHANT to the 15x11 Storage room and the Youth Supervisor into our office area. Do you know what the City will be charging them for rent? Whatever the rental agreement is, I would strongly encourage that you include they are responsible for cleaning their office area. Unless the City is getting extra money for that, I don't think it's a wise use of taxpayer money to have someone on City payroll responsible for cleaning an outside agencies offices like we already do for DMV and Probation. That needs to be factored into the rent.



Alex Domaradzki
Director
695-8520 x5500
www.ntparksrec.com

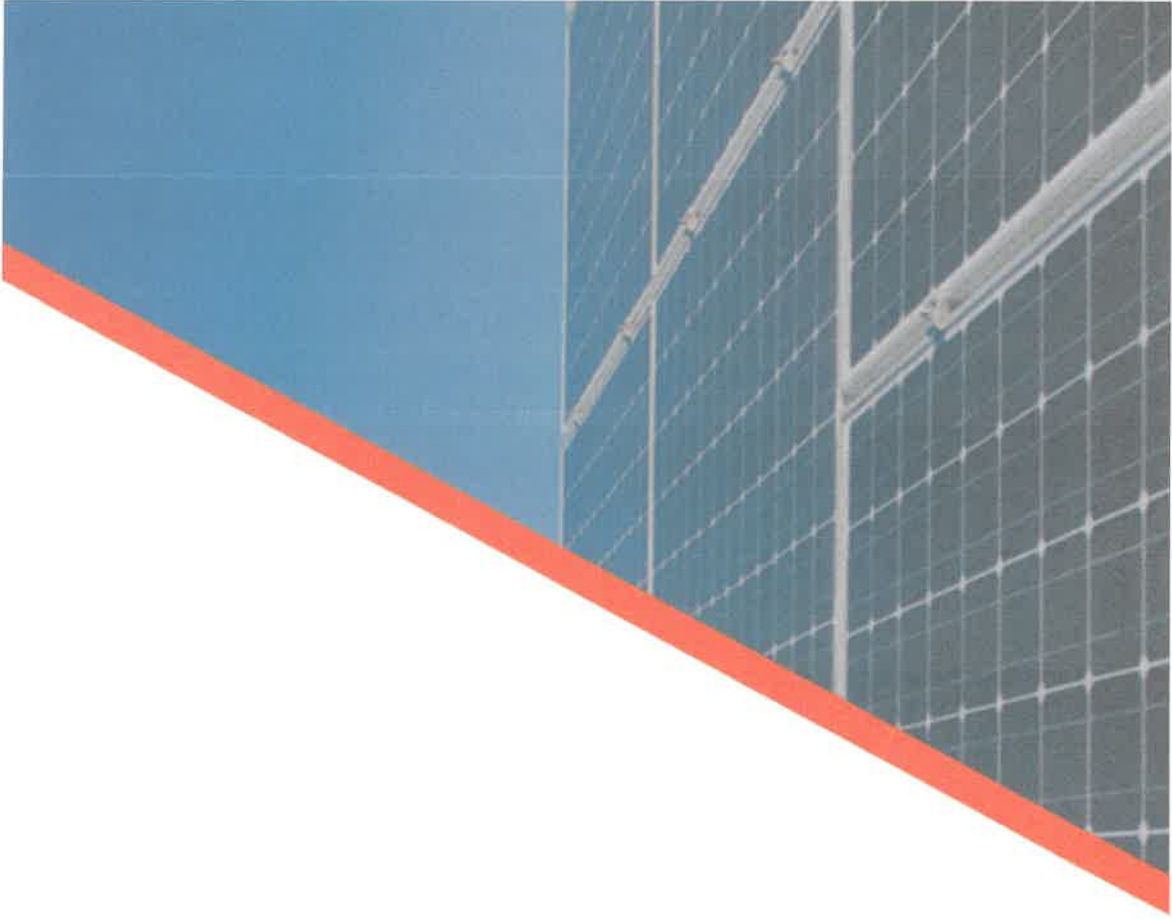


SOLAR SIMPLIFIED.

Community Solar Municipality Program
City of North Tonawanda, New York



February 13th, 2024



Agenda

- What is Community Solar?
- Community Solar benefits
- What is Solar Simplified?
- Case studies
- Next steps
- Open discussion and Q&A



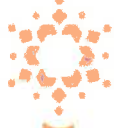
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What is Community Solar?

Community Solar is a State-run guaranteed savings program, which allows homeowners, renters, and businesses to enjoy the benefits of solar power without installing solar panels on their property.

An estimated 85% of U.S. households can neither own nor lease rooftop solar panels for various reasons, like renting, roof can't support a solar system (too small or too old), living in a shaded area, prohibitively expensive for some, etc.

Community Solar addresses this population and allows them to benefit from solar energy savings and support the development of renewables.



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How Does Community Solar Work?



Local solar projects are producing solar energy that is pumped directly into the grid



National Grid then applies the produced energy to customers' accounts in the form of credits

Sample bill for reference- This is not your actual bill
Your Solar Credits from Solar Simplified

Other Charges/Adjustments	
COG Credit - Applied to this bill	-100.00
COG Subscription Fee	90.00
Total Other Charges/Adjustments	- \$ 10.00

Your 10% discount (What you saved)

Customers continue receiving their National Grid bills and see their solar credits in the form of a negative dollar amount (discount/savings) directly on their bills



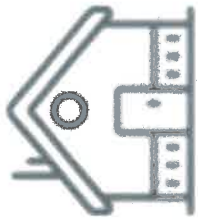
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Community Solar Benefits for Customers



Guaranteed 10% savings
on all Solar Credits

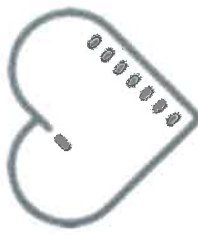
No Fees



No installation required
Priority registration to a
solar farm within NGrid



Reduces your carbon
footprint, advancing
renewable energy in
NY State



Support a cleaner
environment for your
community, creating
more local energy jobs



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Community Solar Benefits for Municipalities

- Benefits for your constituents (previous slide)
- Guaranteed 10% savings on all solar credits applied to qualified municipality accounts
- Community Solar contributes towards qualification for NYSERDA climate certifications and grants
- Supporting the New York State carbon neutrality goals
- **Civic contributions of \$50** for every enrolled account in North Tonawanda



Case Studies

Lancaster, NY (pop. 20,000)

- Enrolled all qualified municipality accounts
 - Over \$5,000 in savings annually
- Priority registration in a Community Solar farm in Troupsburg, New York
- 700+ enrolled accounts
 - Average annual savings of \$100 per customer
- Over \$200,000 in savings generated
- Over \$35,000 in Civic Contributions received

Richmond, NY (pop. 3,300)

- Enrolled all qualified municipality accounts
 - Estimated annual savings of \$1,000
- Priority registration in a Community Solar farm in Richmond, New York
- 300+ enrolled accounts
 - Average annual savings of \$100 per customer
- Over \$13,000 in Civic Contributions received



Reference

“One of my greatest accomplishments during my time as Supervisor was partnering with you and Solar Simplified. Not only was this an environmental accomplishment, it also saved the town, along with many of the residents, money by earning credits.”

Ron Ruffino
Supervisor, Lancaster NY



SOLAR SIMPLIFIED

Solar Simplified

Solar Simplified drives accessibility, transparency, and mainstream adoption of solar energy by working directly with local municipalities and focusing on consumer education.

We match renters, homeowners, and small businesses who care about the environment and want to save money on their electricity bills with local Community Solar farms through an easy and transparent signup process, making renewable energy accessible to all.

- 1) **Immediate Capacity:** A portfolio of NGrid projects that will service ~4,000 households in 2024
- 2) **Track Record of Success:** Dozens of successful municipal campaigns across NY State
- 3) **Zero Formal Complaints:** We credit our unwavering commitment to customer satisfaction
- 4) **Focus on Relationships:** Pride ourselves on the ongoing relationship we've built since launch



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Next Steps

1. Approve the Municipality Program
2. Sign an agreement between the town and Solar Simplified
3. Solar Simplified executes a mailer campaign to all residents and businesses within your municipality at our expense. A program description, a one-page enrollment form and a prepaid return envelope will be included
4. Residents and businesses that choose to participate enroll in the program and start seeing savings directly on their utility bills
5. The town receives \$50 in civic contributions per enrolled account within the municipality



SOLAR SIMPLIFIED



NEW YORK COMMUNITY SOLAR SUBSCRIPTION AUTHORIZATION FORM

Please complete and submit this form to authorize enrollment. **All fields are required unless specified optional.**

First & Last Name or Business Name			
Service Address	Street:		
	City:	State:	Zip:
Billing Address <input type="checkbox"/> Check box if same as above	Street:		
	City:	State:	Zip:
Phone Number	()		
E-mail Address			
Date of Birth (MM/DD/YYYY)			
National Grid Account Number	_ _ _ _ _ - _ _ _ _ _ <i>Account number is located on top of every page of National Grid utility bill</i>		
Are you on budget billing?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> I don't know		
Do you have solar panels?	<input type="checkbox"/> YES <input type="checkbox"/> NO		

By checking this box, you authorize Solar Simplified, its affiliates, and/or its agents to make telemarketing calls and/or send marketing text messages through use of artificial or pre-recorded voice messages or through use of an automatic telephone dialing system. Consent is optional and not a condition of purchasing property, goods or services. You understand data and message rates may apply. You may withdraw your consent to receive marketing calls and text messages by calling 888-420-9831 or reply "STOP" to any marketing text message we send you.

By signing below, I acknowledge that I am the account holder, or an authorized person, of the electric utility account listed above; I have read and agree to the Terms of Service Agreement and Disclosure Statement that are available for viewing at www.solarsimplified.com/terms; and I am authorizing Solar Simplified to act on my own behalf for the purpose of enrolling the electric utility account listed above in a registered NYSEDA community solar project, including, but not limited to, signing, using/sharing customer account information as necessary to process enrollment with community distribution generation providers and utility, and activation/deactivation of community solar services/products. This authorization is effective from the date referenced below and shall remain in effect until this authorization is canceled.

Name of Account Holder or Authorized Person

Signature of Account Holder or Authorized Person

Date

NORTH TONAWANDA

PLEASE MAIL THIS COMPLETED AND SIGNED FORM TO SOLAR SIMPLIFIED BY USING THE ENCLOSED PREPAID RETURN ENVELOPE. ONCE ENROLLED, YOU WILL RECEIVE A COPY OF THE CUSTOMER DISCLOSURE STATEMENT AND TERMS OF SERVICE AGREEMENT. FOR QUESTIONS, PLEASE CALL 888-420-9831.

MUNICIPALITY SERVICES AGREEMENT

This Marketing Services Agreement (“Agreement”) is between Solar Simplified, LLC (“Company”) and the _____ (“Municipality”), each individually referred to as Party and jointly as Parties.

Term: This Agreement shall commence on _____ (“Effective Date”) and continue for an initial term of twelve (12) months, which initial term shall automatically be extended for a period of twelve (12) months unless terminated by either Party. The Agreement may be terminated by either Party for any reason with a 30-day notice. Company may pause its performance of Services with 24-hour notice for compliance or regulatory reasons.

Services. Company will solicit Municipality residents and businesses to participate in Community Solar Program(s) (“Program”). During the Term of this Agreement, Municipality shall grant to Solar Simplified an exclusive license to use any necessary branding (including but not limited to names, logos, and letterhead) and any other intellectual property necessary for Solar Simplified to perform the Services, including, specifically, for marketing purposes. This license will terminate upon the termination or expiration of this Agreement. The Parties shall seek to issue, where appropriate, joint press release statements or other such public announcements concerning Solar Projects. During the Term of this Agreement, Company shall be the exclusive marketing agent retained by the Municipality in connection with marketing community solar services and products.

Payment. Company shall pay Municipality a one-time acquisition fee of \$50 per enrolled community solar Customer. Payment shall be made on the month following receipt of payment for Customer(s)’ first community solar credits invoice. Termination of the Agreement for any reason does not absolve Company from making payments (if any are due) for Services provided in accordance with this Agreement. Upon termination of this Agreement for any reason, Customers for which Municipality received payment shall remain those of Company, and Municipality or any agent of the Municipality agrees not to solicit these Customers for other community solar Projects in the future without Company’s consent.

Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, “Intellectual Property Rights”) in and to all documents, work product, and other materials that are prepared by or on behalf of Company in the course of performing the Services (collectively, the “Deliverables”) shall be owned by Company.

Compliance with Laws, Permits, and License Requirements. Company shall comply with all federal, state, and local laws applicable to performance of Services and shall procure at its expense all licenses, certifications, and all permits necessary for the fulfillment of its obligations under this Agreement.

Entire Agreement. This Agreement is an integrated agreement and contains the entire agreement regarding matters herein between the Parties. No representations, warranties or promises have been made or relied upon by any Party hereto other than as set forth herein. Any changes, modifications, or additions to this Agreement shall be made by mutual consent in writing in the form of a supplemental Agreement signed by both Parties and attached hereto.

No Third-Party Beneficiaries. Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE PURSUANT TO AGREEMENT.

Indemnification. To the fullest extent permitted by law, Company or Municipality ("Indemnitor") shall indemnify, defend, and hold harmless the other Party(ies), its affiliates, and their respective members, shareholders, partners, directors, officers, agents, employees, contractors and subcontractors (each, an "Indemnitee", and collectively, "Indemnitees") from and against all claims, damages, losses, liabilities and expenses (including court costs and reasonable attorneys' fees) to the extent caused by, arising out of, or resulting from (a) the fault, negligent acts or omissions in connection with performance of its obligations under this Agreement, whether active or passive, or any breach of this Agreement, of or by the Indemnitor or its agents, (b) the violation by Indemnitor of any law or regulation governing its performance of this Agreement, (c) Indemnitor's failure to pay any taxes for which it is responsible under this Agreement or by law, (d) bodily injury or death of a third party, or loss of or damage to a third party's property, to the extent caused by the negligent acts or omissions or willful misconduct of Indemnitor, its employees, contractors, subcontractors, agents, or representatives, (e) bodily injury to or death of any employee of Indemnitor or an affiliate of such Indemnitor, (f) any liability or obligation owing to any of Indemnitor's employees, agents, contractors and subcontractors arising out of or attributable to acts or omissions of such Indemnitor, including any claims by an employee of Indemnitor for salaries and/or benefits. Notwithstanding the foregoing, no indemnification shall be provided to any Indemnitee for fraudulent or illegal acts or acts of gross negligence or willful misconduct by such Indemnitee.

Governing Law: This Agreement will be construed in accordance with and enforced under the laws of the State of New York, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New York.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures as of the day and date first written above.

Municipality:

Company:

Signature: _____
Name: _____
Title: _____

Signature: _____
Name: _____
Title: _____

NORTH TONAWANDA
Dept. of Youth, Recreation, Parks & Seniors

500 Wheatfield Street
North Tonawanda, NY 14120
Phone: (716) 695-8520
Fax: (716) 695-8533



February 8, 2024

The Honorable Mayor Tylec and Common Council
216 Payne Avenue
North Tonawanda, New York 14120

Our Department would like to present an opportunity to consolidate our Recreation Offices, Youth Center and Senior Center along with the Lumber City Development Offices into one location with the potential purchase of a property at 383 Wheatfield Street (formerly Lighthouse Baptist Church).

The presentation will discuss the logistics, benefits, finances and next steps in moving forward with the process.

Respectfully Submitted,



Alex Domaradzki
Director of Youth, Recreation, Parks & Seniors

RECEIVED
CITY CLERK'S OFFICE

2024 FEB 8 AM 9:57
NORTH TONAWANDA NY