

## Town of Watson

### BYLAW NO. 2022-02

# A BYLAW OF THE TOWN OF WATSON IN THE PROVINCE OF SASKATCHEWAN TO PROVIDE FOR A FALSE ALARM BYLAW

The Council of the Town of Watson enacts as follows:

## 1.0 Title

This Bylaw may be cited as the False Alarm Bylaw.

## 2.0 Purpose

The purpose of this Bylaw is to reduce Emergency Service responses to false alarms by promoting the proper use and maintenance of alarm systems through the establishment of an administration program and false alarm response fees to business and residents that exceed a certain amount of alarms within a certain time period.

## 3.0 Definition

- 3.1 “**Alarm company**” means a person engaged in selling, leasing, maintaining, repairing, altering, replacing, moving, or monitoring alarm system;
- 3.2 “**alarm owner**” means the owner or tenant of an alarm site;
- 3.3 “**alarm site**” means a single fixed premises or location within the town that is served by an alarm system or systems and include a condominium unit and apartment;
- 3.4 “**alarm system**” means any device or series of interconnected device that is designed to detect an authorized entry into or an emergency at an alarm site which, when activated, emits or transmits a local or remote audible, visual or electronic sign intended to summon Emergency Services, whenever monitored by an alarm company or not, but does not include an alarm installed in the vehicle unless the vehicle is permanently located a alarm site;
- 3.5 “**alarm user**” means any person who is lawfully present at or in possession of an alarm site;
- 3.6 “**cancellation**“ means the event of monitoring alarm company verifying that a false alarm has occurred and notifying Emergency Services of the false alarm;
- 3.7 “**town**“ means the Town of Watson and its employees;

- 3.8 **“dispatch request”** means a notification of the police that an alarm either manual or automatic, has been activated at an alarm site for the purpose of summoning the Police to investigate the alarm site;
- 3.9 **“false alarm”** means an activation of the alarm system when there is neither an unauthorized entry into nor any other emergency at the alarm site and includes activation due to:
- (a) the testing or serving of the alarm system;
  - (b) the mechanical failure or malfunction of the alarm system;
  - (c) alarm user or alarm company error;
  - (d) the presence of the pets of an alarm user at the alarm site;
  - (e) atmospheric condition, vibrations, power failure or other phenomena;
  - (f) the movement of anything at the alarm site other than the movement of a person unlawfully entering or at the alarm site:  
  
And
  - (g) the activation of a glass- break detector due to an event other than glass breaking;
- 3.10 **“monitoring”** means the process of an alarm company receiving signals from an alarm system for the purpose of making a dispatch request when the alarm system is activated;
- 3.11 **“panic alarm”** means an alarm system that is intended to signal a life-threatening situation or crime in progress requiring an immediate response and includes a duress alarm and a holdup alarm;
- 3.12 **“Emergency Services”** means the Royal Canadian Mounted Police, Fire Services and or Ambulance services;
- 3.13 **“response”** means an Emergency Services response to a dispatch request where a cancellation is not made within four minutes of the dispatch request, whether or not an Emergency Services unit dispatched to the alarm site; and
- 3.14 **“takeover”** means the event of alarm owner taking over control of an existing alarm system previously owned by another alarm owner.

#### **4.0 Duties of Alarm Owner**

- 4.1 For each alarm site, the alarm owner must:
- (a) make every reasonable effort to maintain the site and the alarm system in a manner that will minimize or eliminate false alarms;

- (b) make every reasonable effort to or cause a representative to attend the alarm site within 30 minutes of being asked by Emergency Services to deactivate an alarm system that is continuing to emit a false alarm;
- (c) other than for the purpose of testing the alarm system, not manually activate an alarm system for any reason other than an occurrence of the event that the alarm system was intended to report; and
- (d) maintain a set of written operating instructions for each alarm system at each alarm site.

4.2 Anyone who becomes an owner of the alarm site due to a takeover is deemed to be an alarm owner of the alarm site.

## **5.0 Duties of Alarm Companies**

5.1 For each Alarm site, the alarm owner must:

- (a) make every reasonable effort to maintain the alarm site and the alarm system at the alarm site in a manner that will minimize or eliminate false alarms;
- (b) make every reasonable effort to or cause a representative to attend the alarm site within 30 minutes of being asked by Emergency Services to deactivate an alarm system that is emitting a false alarm;
- (c) other than for the purpose of testing the alarm system, not manually activate an alarm system for any reason other than an occurrence of an event that the alarm system was intended to report; and
- (d) maintain a set of written operating instructions for each alarm system at each alarm site.

5.2 anyone who becomes an alarm owner of an alarm site due to a takeover is deemed to be the owner of a new alarm site.

## **6.0 Duties of Alarm Companies**

6.1 Each alarm company must:

- (a) reasonably attempt to verify every alarm signal, except for a panic alarm signal, before making a dispatch request;
- (b) when making a dispatch request:
  - (i) advise Emergency Services of the type of alarm activation and the location of the activation at the alarm site;
  - (ii) Make every reasonable effort to contact the alarm owner or the alarm owner's representative;

- (iii) make a record of the dispatch request that includes the name, address and telephone number of the owner, the alarm zones, the time of dispatch request and evidence of attempted verification; and
- (iv) keep the record made pursuant to clause (iii) available for the Town to view or copy of at least two years from the date of dispatch request; and
- (c) ensure alarm owners and usual alarm users are given adequate training on the proper use of each alarm system.

## **7.0 Warnings and Fees**

- 7.1 in this section “first”, “second”, “third”, “fourth” and “fifth” means the first, second, third, fourth and fifth occurrences of response to a false alarm within the same calendar year.
- 7.2 After the second response to a false alarm at an alarm site, the Town will issue a letter to the alarm owner stating:
  - (a) the date and time of the response; and
  - (b) that the third false alarm at the site will result in a fee being assessed at one hundred fifty dollars (\$150.00) against the alarm owner.
- 7.3 After the third response to a false alarm at an alarm site, the Town will assess a false alarm response fee of one hundred fifty (\$150.00) against the alarm owner.
- 7.4 After the fourth response to a false alarm at an alarm site, the Town will assess a false alarm response fee of Three Hundred dollars (\$300.00) against the alarm owner.
- 7.5 After the fifth response and for each subsequent response thereafter to a false alarm at an alarm site, the Town will assess a false alarm response fee of four Hundred fifty dollars (\$450.00) against the alarm owner.

## **8.0 Reviews**

- 8.1 An alarm owner or a monitoring alarm company may apply for a review of the assessment of a false alarm response fee to the town.
- 8.2 A written review application setting forth the reasons for the review must be filed with the Town Administrator not later than 10 days after the person receives the notice of the false alarm response fee.
- 8.3 The filling of an application for review with the town stays the collection of all fees until the town makes a decision.

- 8.4 A review application fee of twenty-five (\$25.00) must accompany the review application, which is refundable if the town determines that a false alarm response fee should not have been assessed.
- 8.5 The town will provide the alarm owner or the monitoring alarm company with a written notice of the decision made on a review.

## **9.0 Invoicing**

- 9.1 The town will issue invoices for the fees assessed pursuant to this Bylaw at such times in such a manner as the Town Administrator considers appropriate
- 9.2 The total amount of an invoice is due and payable on the first day of the month following the month in which the invoice was issued to the alarm owner.
- 9.3 Any amounts not paid within thirty (30) days of becoming due and payable may be subject to a 2% monthly interest charge for each alarm site to which the invoice relates.
- 9.4 Where a person fails to pay any fees assessed pursuant to this Bylaw, within sixty (60) days after the amount becomes due and payable, the Town may add the outstanding amount associated with each alarm site to the tax roll of the parcel or parcels of land comprising the alarm site.

## **10.0 Service**

- 10.1 Invoice and /or letters may be given or served:
- (a) personally;
  - (b) through the regular mail to the last known mailing address of the person being served; or
  - (c) by leaving a copy of the invoice and/or letter at the last known address of the person being served.
- 10.2 An invoice and/or letter served according to subsection 10.1(b) is considered served and/or received on the 5<sup>th</sup> day after the date of its mailing.

## **11.0 Offences**

Every person found guilty of an infraction imposed by authority of this Bylaw shall be subject to penalty imposed by the General Penalty Bylaw.

## **12.0 Coming into Force**

This Bylaw shall come into force and take effect on the final day of its passing.

## **13.0 Repeal**

Any previous bylaw pertaining to false alarms are hereby repealed.

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Mayor

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Administrator

Read a third time and adopted

This 19 day of April, 2022.