

CITY OF KELOWNA

Security Alarm Systems Bylaw No. 12730

WHEREAS the *Community Charter*, Section 8, enables a municipality to provide a service in relation to fire alarm systems and security alarm systems;

AND WHEREAS Section 196 allows a municipality to impose fees in response to a false alarm of a security alarm system;

AND WHEREAS Section 258 allows a municipality to collect false alarm fees in the same manner as property taxes;

NOW THEREFORE the Municipal Council of the City of Kelowna, in open meeting assembled, enacts as follows:

1. Security Alarm Systems Bylaw No. 9147 is hereby repealed.
2. This Bylaw may be cited as "Security Alarm Systems Bylaw No. 12730".

Part 1 - Interpretation

3. If a portion of this Bylaw is held invalid by a Court of competent jurisdiction, then the invalid portion must be severed and the remainder of this Bylaw is deemed to have been adopted without the severed section, subsection, paragraph, subparagraph, clause or phrase.
4. The headings contained in this Bylaw are for convenience only and are not be construed as defining or in any way limiting the scope or the intent of the provisions of this Bylaw.
5. Schedule 'A' Fees is attached to and forms part of this Bylaw.

Part 2 - Definitions

6. In this Bylaw:

"Commercial" means a **Security Alarm Site** that is used for an occupation, employment or enterprise activity carried on for gain or monetary profit. Includes a multi-unit building in which individual units are not independently alarmed.

"Enhanced Call Verification" means a **Security Alarm System Company** must ensure that at least one **Security Alarm System User** or **Keyholder** has been notified of an **Intrusion Alarm** and must confirm that multiple (two or more) security zones or breaches are activated prior to making a **Reported Alarm Request**.

"False Alarm Administrator" means the position appointed by the City to administer a provision of this Bylaw.

"False Alarm" means a **Reported Alarm** where there is no evidence that an unauthorized entry or unlawful act has been attempted or made into, on or in respect of a building, structure or premises and includes, but is not limited to:

- (a) the activation of a **Security Alarm System** during its testing;
- (b) a **Security Alarm System** activated by mechanical failure, malfunction, or faulty equipment;
- (c) a **Security Alarm System** activated by atmospheric conditions, vibrations, or power failure; or
- (d) a **Security Alarm System** activated by user error.

"False Alarm Notice" means a notice in writing sent to **Security Alarm System Users** or Security Alarm Companies when a **False Alarm** is activated on a permitted premises.

"Intrusion Alarm" means an alarm that gives warning to the presence of an intruder.

"Keyholder" means an alternate individual designated by the **Security Alarm System User** who can be contacted in the event of a **Reported Alarm** who has access to the **Security Alarm Site** and are able to operate and verify the alarm.

"Notice of Fees" means a notice or invoice, in writing, stating that a fee of an amount specified is to be charged to **Security Alarm System Users** or Security Alarm Companies when a **False Alarm** is activated, and a **Police Service** is called to respond.

"Operational Communications Center" or "OCC" means an operator who receives a call from 9-1-1 and makes a **Reported Alarm Request** to a **Police Service**.

"Panic Alarm" means Hold up, Duress, or **Intrusion Alarm** being a silent or audible alarm that a **Security Alarm System User** generates by manually activating a device (button, floor pedal, key fob, or pendant) during an emergency when unable to dial 911 due to a robbery in progress or being physically threatened or accosted with imminent harm or death and will result in a heightened response from a **Police Service**.

"Police Service" means the Royal Canadian Mounted Police (RCMP) or police of jurisdiction. The RCMP is responsible for ensuring public safety by providing quality and timely service and protection to citizens and their properties to Panic and **Verified Alarm** calls.

"Reported Alarm" means the contact made to a **Police Service** by any **Security Alarm System Company** or **Security Alarm System User** responsible for the protection of their or a client's property, personnel, or personal well-being.

"Reported Alarm Request" means a call or notification to the **OCC** requesting a **Police Service** response.

"Residential" means a **Security Alarm Site** that is predominately used for a person's living accommodation, including a single-family residence, individual strata or apartment unit, or mobile home.

"Security Alarm Site" means the physical location where the **Security Alarm System** is located.

"Security Alarm System" means a device that gives audible, visual or other form of alarm signal about a problem or condition of a **Security Alarm Site** either self-monitored or monitored by a **Security Alarm System Company**. A Security Alarm System does not include an alarm installed in a vehicle or a personal security device.

"Security Alarm System Company" means a person or company that installs or monitors a **Security Alarm System**.

"Security Alarm System Permit" means a permit issued pursuant to Part 3 Section 7 of this Bylaw.

"Security Alarm System Permit Fee" means a fee that a **Security Alarm System User** pays on a biennial basis to obtain a **Security System Alarm Permit**.

"Security Alarm System User" includes a person who owns or operates a **Security Alarm System**.

"Verified Alarm" means an alarm where a potential criminal offence may be occurring or has occurred as determined by, but not limited to, an eyewitness, real-time video observation or two or more zones being activated.

Part 3 - Alarm Permit Requirements

7. A **Security Alarm System User** of an active **Security Alarm System** must register and pay the New **Security Alarm System Permit** Registration Fee, and the **Security Alarm System Permit** Renewal Fees as set out in Schedule 'A' of this Bylaw.
8. A person will not cause, allow, or permit the occurrence of a **False Alarm**.
9. A **Security Alarm System Permit Fee** is not refundable.
10. A **Security Alarm System Permit** issued under this Bylaw is valid for two (2) years commencing from the date of issuance.
11. A **Security Alarm System User** cannot transfer a **Security Alarm System Permit** to a person or a property.
12. A **Security Alarm System User** must notify the **False Alarm Administrator** within thirty (30) days from when:
 - a) the **Security Alarm System** is not active, or
 - b) the **Security Alarm System** is not under the control of that person or company.

Part 4 – Alarm Dispatch Request Requirements

13. Prior to making a **Reported Alarm Request** to the **Police Service**, the **Security Alarm System User** or **Security Alarm System Company** must follow the **Enhanced Call Verification** procedure.
14. With every **Reported Alarm Request** to the **Police Service**, the **Security Alarm System User** or **Security Alarm System Company** must provide the following information:
 - a) **Security Alarm System Permit** number;

- b) Description regarding the time, location, and type of signal from the **Security Alarm Site**; and
- c) Responsible Parties' contact information.

15. A **Panic Alarm** is exempt from Sections 13 and 14 of this Bylaw.

16. Liability. Registration of a **Security Alarm System** is not intended to, nor will it, create a contract, duty, or obligation, either expressed or implied, of response. All liability and consequential damage resulting from the failure to respond to a **Reported Alarm** is hereby disclaimed and governmental immunity as provided by law is retained.

Part 5 - The Responsibilities of a **Security Alarm System Company**

17. The **Security Alarm System Company** must provide the **Security Alarm System User** with a copy of this Bylaw and all alarm permit requirements as set out in Part 3 of this Bylaw.

18. A **Security Alarm System** that has more than one (1) **False Alarm** in a twelve (12) month period commencing from the date of issuance of the **Security Alarm System User** will be subject to a fee as set out in Schedule 'A' of this Bylaw.

Part 6 - Penalties

19. A person who violates a provision of this Bylaw, or who suffers or allows an act or thing to be done in contravention or in violation of a provision of this Bylaw, or who neglects to do or refrains from doing anything required to be done by a provision of this Bylaw, is guilty of an offence under this Bylaw and liable to a monetary penalty as per this Bylaw.

a) Each day a violation of the provision of this Bylaw exists or is permitted to exist will constitute a separate offence.

20. A **Security Alarm System User** or **Security Alarm System Company** who receives a **Notice of Fees** must:

a) pay a fee in accordance with this Bylaw, or

b) make a request, in writing, to the **False Alarm Administrator** to dispute a fee in respect of the allegation, no more than ninety (90) days after the date of the **False Alarm Notice** and associated invoice.

Part 7 - Unpaid Fee Forms Part of Taxes in Arrears

21. Pursuant to the provisions of the *Community Charter*, a fee required to be paid by this Bylaw which remains unpaid after December 31 of the calendar year, will be added to and form part of the property taxes in arrears on the subject property.

22. This Bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first, second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

SCHEDULE 'A' Fees

- a) **New Security Alarm System Permit Registration Fees** (Valid for two years)

Residential Security Alarm System Permit	\$40
Commercial Security Alarm System Permit	\$80

- b) **Security Alarm System Permit Renewal Fees** (Biennially)

Residential Security Alarm System Permit	\$30
Commercial Security Alarm System Permit	\$60
Security Alarm System User must reapply for a Security Alarm System Permit and pay the registration fee once permits are expired.	

- c) **False Alarm Fee with Security Alarm System Permit**

	1st False Alarm	2nd False Alarm	3rd False Alarm	4th or subsequent False Alarms
Residential	\$0	\$100	\$200	\$300
Commercial	\$0	\$200	\$400	\$600
Number of False Alarm counts will reset annually on anniversary date.				

- d) **False Hold-up, Duress or Panic Alarm Fee with Security Alarm System Permit**

	1st False Alarm	2nd False Alarm	3rd False Alarm	4th or subsequent False Alarms
Residential	\$100	\$200	\$400	\$600
Commercial	\$200	\$400	\$800	\$1,200
Number of False Alarm counts will reset annually on anniversary date.				

- e) **All Reported Alarm calls to OCC without a valid Security Alarm System Permit**

	1st Reported Alarm	2nd Reported Alarm	3rd Reported Alarm or subsequent Reported Alarm
Residential	\$100	\$200	\$300
Commercial	\$200	\$400	\$600

- f) **False Alarm** caused by a **Security Alarm System Company** (Part 3, Section 8)..... \$200.00
- g) Failure to complete **Enhanced Call Verification** (Part 4, Section 13) \$200.00
- h) Failure to provide alarm dispatch request requirements (Part 4, Section 14) \$200.00
- i) **Security Alarm System Company** not informing the **Security Alarm System User** of the requirements of this Bylaw (Part 5, Section 17) \$200.00
- j) **Security Alarm System Company** fee for a **Security Alarm System** that has more than four (4) **False Alarms** (Part 5, Section 19)..... \$600.00