

LOCAL LAW NO. 3 - 2015

LOCAL ALARM LAW

Pursuant to Mun. Home Rule Law § 10:

BE IT ENACTED by the Town Board of the Town of Ellicottville, New York (collectively and individually, “Town”) as follows:

Article I. Intent and Purpose.

This Local Law is designed to establish and regulate standards for intrusion, holdup, fire, or other emergency alarms which transmit signal (electronic, audible or otherwise) that may or may not require a police or fire department response for the purposes of investigation, action or safeguarding of property at the location from which such alarm is generated.

It is the intent and purpose of this Local Law that it shall be applicable not only to alarms installed subsequent to the passage of this act, but also to alarms already in use within the Town.

Article II. Definitions.

ALARM COMPANY – Means the business, by an individual, partnership, corporation or other entity of selling, leasing, maintaining, servicing, repairing, altering, replacing, moving, installing or monitoring an Alarm in an Alarm Site.

ALARM – Any mechanism, equipment or device, or system of mechanisms, equipment or devices, which is designed to protect the Alarm Site and to operate automatically or manually, to transmit an audible or visible signal, message or warning (electronic or otherwise) in any manner, including, but not limited to, to the Police Department or Fire Department.

ALARM FEE SCHEDULE – a separate schedule listing all fees associated with this Local Law, including, but not limited to, the Permit application fee, False Alarm fees, and appeal fees. This Alarm Fee Schedule may be amended from time to time by the Town, as necessary.

ALARM REVIEW BOARD – A three member committee appointed by the Town as follows: one member of the Police Department, one member of the Fire Department, and one resident of the Town of Ellicottville.

ALARM SITE - Means a single fixed premises or location served by an Alarm. Each tenancy, if served by a separate Alarm in a multitenant building or complex shall be considered a separate Alarm Site.

ALARM UNIT COORDINATOR – the Police Department, as designated by the Town to administer this Local Law and to control and review False Alarm reduction efforts.

ALARM USER – Means any person, firm, partnership, corporation or other entity which uses or is in control of any Alarm at its Alarm Site. Where an Alarm Site is a rental unit, the owner of the Alarm Site shall be deemed the Alarm User.

CANCELLATION – Is the process by which an Alarm Company verifies with the Alarm User or Occupant that a false dispatch has occurred and that there is not an existing danger at the Alarm Site requiring a response from a Responding Unit. A Cancellation only occurs if a Responding Unit is not dispatched.

FALSE ALARM – Any signal actuated through an Alarm to which a Responding Unit responds, and which signal or alarm has not been caused, actuated or sent by reason of the events for which the Alarm is designed to operate against. In other words, the Alarm requires a response from a Responding Unit, and the underlying event, i.e., intrusion, holdup, fire, other emergency, has not occurred.

FIRE DEPARTMENT – The fire department which has responsibility for the territory encompassed by the Town of Ellicottville.

NOTICE – The ticket, including fee amount, or notice of appearance administered to an Alarm User that a False Alarm has occurred at the Alarm User’s Alarm Site; the Notice will indicate the time and date of the False Alarm and the Responding Unit.

PERMIT – A permit obtained from the Town Clerk of Ellicottville, the purpose of which is to register an Alarm.

OCCUPANT – Person occupying the Alarm Site, including but not limited to the owner, renter or guest of the Alarm Site.

POLICE DEPARTMENT – The Ellicottville Police Department or its successors.

RESPONDING UNIT – The unit dispatched by the Cattaraugus County Communications Center to respond to the signal transmitted by an Alarm, including, but not limited to, the Fire Department, the Police Department and the Cattaraugus County Sheriff’s Department.

Article III. Permit.

Alarm Users must obtain a Permit for any Alarm.

Article IV. Application for Permit.

An application for a Permit to install, maintain or operate an Alarm shall be filed with and supplied by the Town Clerk, together with the fee, as designated on the Alarm Fee Schedule. The application shall contain and set forth at least the following information: the name, address and telephone number of the Alarm Company that installed the Alarm and the Alarm User, together with the name, model number and serial number of the Alarm.

Article V. Compliance.

All presently existing and installed Alarms must be brought into compliance with the provisions of this Local Law on or before February 1, 2016.

Article VI. Annual Permit Fee.

The annual fee for an Alarm Permit shall be designated in the Alarm Fee Schedule. The year will run from February 1 through January 31, and permits must be renewed on or before February 1 of each year.

Article VI. Limitations.

No Alarm shall be connected to either the Police or Fire Department except in accordance with the provisions of this Local Law.

Article VII. False Alarms.

The Alarm Unit Coordinator shall issue a Notice to Alarm Users for first and second false alarms; Notices shall be sent to Alarm Users by regular mail and certified mail. The Alarm Unit Coordinator shall issue a Notice, including fee amount, to Alarm Users for the third False Alarm, and all subsequent False Alarms, as set out in the Alarm Fee Schedule. Failure to pay any False Alarm fee, within (10) days of the proof of receipt of the Notice sent by certified mail of such False Alarm, shall result in a doubling of such fee.

Article VIII. Automatic Cut Off System.

No Alarm shall be installed or maintained in any building, structure or establishment which does not contain an automatic cutoff system or feature, which automatically cuts off the source of power to the alarm after the alarm has sounded for a period of thirty minutes.

Article IX. Installation and Maintenance.

The installation and maintenance of the Alarm permitted by this Local Law, including connections to locations designated by the Police Department or Fire Department, or any other entity designated by the Town, shall be made at no cost to the Town. The Alarm User shall be responsible for the maintenance and service of the Alarm equipment and shall be responsible for all malfunctions of such equipment. If it is necessary to change the location for such Alarm, the Town shall not be responsible for any expenses incurred in connection therewith.

Article X. Appeals.

10.1 An Alarm User may appeal a Notice, and any associated fees, to the Alarm Unit Coordinator of the Department issuing the Notice. Appeal forms can be obtained from the Town

Clerk and must be submitted with any appeal fees, as designated in the Alarm Fee Schedule. Appeal fees will be returned to the Alarm User if the appeal is granted. The filing of an appeal with the Alarm Unit Coordinator stays the assessment of the fee until the Alarm Unit Coordinator makes a final decision.

10.2 The Alarm User shall file a written appeal to the Alarm Unit Coordinator by setting forth the reasons for the appeal within ten (10) days after receipt of the Notice. The appeal shall be denied if the Alarm User failed to accept service, for any reason, within the ten (10) days of delivery of the certified mail Notice.

10.3 A second level of appeal is available to the Alarm Review Board (“Board”) in cases where the Alarm User is not satisfied with the decision reached at a lower level.

10.3.1. The applicant Alarm User, or the Alarm Company on behalf of the Alarm User, may appeal the decision of the Alarm Unit Coordinator to the Board by filing a written request for a review setting forth the reasons for the appeal within twenty (20) days after receipt of the notice from the Alarm Unit Coordinator.

10.3.2. The Board shall conduct a formal hearing once a month, on a date and time to be designated by the Board, or as necessary, to consider relevant evidence by any interested person(s). The Board shall make its decision on the basis of the preponderance of evidence presented at the hearing. The Board shall render a decision within thirty (30) days after the appeal hearing is held. The Board may affirm, reverse or modify the assessment of the fee. The decision of the Board is final as to administrative remedies of the Town of Ellicottville.

Filing a request for appeal shall stay the action by the Alarm Unit Coordinator suspending a registration or requiring payment of a fee, until the Board has completed the review. If a request for appeal is not made within the twenty day (20) period, then the action of the Alarm Unit Coordinator is final.

Article XI. Revocation of Permit.

The Permit for such Alarm shall be subject to revocation as follows:

1. Failure to pay the annual permit fee as provided for in this Local Law;
2. Failure to pay fees or fines imposed by reason of False Alarms;
3. Failure to install, maintain or operate such Alarm in accordance with the terms and conditions of any permit issued pursuant to this Local Law;
 - a. The Alarm Unit Coordinator, after inspection, may give written notice to the Alarm User of failure to comply with the terms of the Permit and may provide a grace period to bring such Alarm into compliance and shall provide an opportunity for the Alarm User to be heard by the Alarm Appeals Board.

Failure to pay any fees as set out in this Local Law and its accompanying Alarm Fee Schedule subjects the Alarm User to any legal remedies available to the Town, including, but not limited to, obtaining a civil judgment against the Alarm User.

- b. The order revoking such permit shall be signed by the Alarm Unit Coordinator.

Article XII. Governmental Immunity.

Registration of an Alarm is not intended to, nor will it, create a contract, duty or obligation, either expressed or implied, of response. Any and all liability and consequential damage resulting from the failure to respond to a notification is hereby disclaimed and governmental immunity is retained. By registering an Alarm, the Alarm User acknowledges that law enforcement response may be based on factors such as: availability of law enforcement units, priority of calls, weather conditions, traffic conditions, or emergency conditions staffing levels.