

(c) Any member who is assigned to the Fire Investigation Unit shall attend and successfully complete an in-service training program as required by the Division of Criminal Justice.

(d) Any member who is assigned to the Fire Investigation Unit shall have the same powers and authority as police officers within the City of Englewood while engaged in the actual arson investigation duties.

(e) The City Manager shall have the authority to amend, delete, supplement, modify, and revise the rules and regulations governing the Fire Department of the City of Englewood not inconsistent with ordinances adopted by the City of Englewood, as he deems appropriate, from time to time. The City Manager shall notify the City Council of any such amendment, deletion, supplement, modification, or revision. Any such amendment, deletion, supplement, modification, or revision to the rules and regulations shall take effect immediately upon such notification unless the City Council, by resolution, disapproves such amendment, deletion, supplement, modification, or revision. (96-28)

Article 3. ALARM SYSTEMS. (08-08)

19-26. DEFINITIONS.

As used in this article, the following words and phrases shall be defined as hereinafter indicated:

Alarm Administrator means a Person or Persons designated by the Chief of Police to administer the provisions of this Ordinance.

Alarm Agreement means the legal contract or agreement by and between the Alarm Installation Company and/or Monitoring Company and the Alarm User.

Alarm Dispatch Request means a notification to a law enforcement agency that an alarm, either manual or automatic, has been activated at a particular Alarm Site.

Alarm Installation Company means a Person in the business of selling, providing, maintaining, servicing, repairing, altering, replacing, moving or installing an Alarm System in an Alarm Site. This definition shall also include individuals or firms that install and service the Alarm Systems that will be used in their private or proprietary facilities. This does not include persons doing installation or repair work where such work is performed without compensation of any kind (i.e., “do-it-yourselfers”).

Alarm Permit means authorization granted by the Alarm Administrator to an Alarm User to operate an Alarm System.

Alarm Response Manager (ARM) means a person designated by an Alarm Installation Company or Monitoring Company to handle alarm issues for the company and act as the primary point of contact for the jurisdiction’s Alarm Administrator.

Alarm Site means a location served by one or more Alarm Systems. In a multi-unit building or complex, each unit shall be considered a separate Alarm Site if served by a separate Alarm System. In a single unit building that houses two or more separate businesses with separate Alarm Systems, each business will be considered a separate alarm site.

Alarm System means a device or series of devices which emit or transmit an audible or remote visual or electronic alarm signal which is intended to summon Police response. The term includes hardwired systems and systems interconnected with a radio frequency method such as cellular or private radio signals, and includes Local Alarm Systems, but does not include an alarm installed in a motor vehicle, on one’s Person or a system which will not emit a signal either audible or visible from the outside of the building, residence or beyond, but is designed solely to alert the occupants of a building or residence.

Alarm User means any Person who has contracted for monitoring, repair, installation or maintenance service for an Alarm System from an Alarm Installation Company or Monitoring Company, or who owns or operates an Alarm System which is not monitored, maintained or repaired under agreement.

Alarm User Awareness Class means a class or online school conducted for the purpose of educating Alarm Users about the responsible use, operation, and maintenance of Alarm Systems and the problems created by False Alarms.

Alarm User List means a list provided by the Alarm User's Alarm Installation Company or if no Alarm Agreement exists between the Alarm User and an Alarm Installation Company, the Alarm User's Monitoring Company.

Arming Station means a device that controls an Alarm System.

Automatic Voice Dialer or Digital Alarm means any electronic, mechanical, or other device which, when activated, is capable of being programmed to send a prerecorded voice or alarm message to a law enforcement agency requesting a Police dispatch to an Alarm Site.

Burglar Alarm means an alarm intended to identify the presence of an intruder in either a business or residence.

Burglar Alarm Crime In Progress means a burglar Alarm Dispatch Request reported by a Monitoring Company that indicates a crime is in progress based upon an audio, video or Other Electronic Means verification devices installed at the alarm site.

Cancellation means the termination of a Police response to an Alarm Site after dispatch request is made but before an officer has arrived at the Alarm Site.

Conversion of Alarm User means the transaction or process by which one Alarm Installation Company or Monitoring Company begins the servicing or Monitoring of a previously unmonitored Alarm System or an Alarm System that was previously serviced or monitored by another alarm company.

Customer False Alarm Prevention Checklist means a check off list provided by the Alarm Administrator to the alarm installer to provide to the Alarm User to complete prior to the activation of an alarm system.

Duress Alarm means a silent Alarm System signal generated by the entry of a designated code into an Arming Station in order to signal that the Alarm User is being forced to turn off the system and requires an officer's response.

Enhanced Call Verification (ECV) means an attempt by the Monitoring Company, or its representative, to contact the Alarm Site and/or Alarm User and/or the Alarm User's designated representatives by telephone and/or other electronic means, whether or not actual contact with a person is made, to determine whether an alarm signal is valid before requesting a Police dispatch, in an attempt to avoid an unnecessary Alarm Dispatch Request. For the purpose of this ordinance, telephone verification shall require, as a minimum that a second call be made to a different number, if the first attempt fails to reach an Alarm User who can properly identify themselves to determine whether an alarm signal is valid before requesting an officer dispatch. Name and numbers of those contacted or attempted to contact, must be provided when requested.

False Alarm means an Alarm Dispatch Request to the Police Department, which results in the responding officer finding no evidence of a criminal offense or attempted criminal offense after completing an investigation of the Alarm Site.

Holdup Alarm means a silent alarm signal generated by the manual activation of a device intended to signal a robbery in progress or immediately after it has occurred.

Law Enforcement Authority means the Chief of Police or other authorized representative of a law enforcement agency.

Local Alarm System means an unmonitored Alarm System that annunciates an alarm only at the Alarm Site.

Monitoring means the process by which a Monitoring Company receives signals from an Alarm System and relays an Alarm Dispatch Request to the Police Department.

Monitoring Company means a Person in the business of providing Monitoring services.

One Plus Duress Alarm means the manual activation of a silent alarm signal by entering a code that adds one to the last digit of the normal arm/disarm code ~ normal code 1234, One Plus Duress Code = 1235).

Other Electronic Means is the real-time audio/video surveillance of an Alarm Site by the

Monitoring Company, by means of devices that permit either the direct, live listening in or viewing of an Alarm Site or portions thereof.

Panic Alarm means an Alarm System signal generated by the manual activation of a device intended to signal a life threatening or emergency situation requiring an officer's response.

Person means an individual, corporation, partnership, association, organization or similar entity.

Police or Police Department means the Englewood Police Department.

Primary Trunk Line means a telephone line serving the City Public Safety building that is solely designated to receive emergency calls.

Protective or Reactive Alarm System means an Alarm System that produces a temporary disability or sensory deprivation through the use of chemical, electrical, sonic or other means, including use of devices that obscure or disable a person's vision.

Responsible Party means a person capable of appearing at the Alarm Site upon request who has access to the Alarm Site, the code to the Alarm System and the authority to approve repairs to the Alarm System.

Robbery Alarm means an alarm signal generated by the manual or automatic activation of a device, or any system, device or mechanism on or near the premises intended to signal that a robbery or other crime is in progress, and that a Person is in need of immediate Police assistance in order to avoid bodily harm, injury or death. The term has the same general meaning as 'Holdup Alarm or Duress Alarm'.

SIA Control Panel Standard CP-01 means the ANSI - American National Standard Institute approved Security Industry Association - SIA CP-01 Control Panel Standard, as may be updated from time to time, that details recommended design features for security system control panels and their associated arming and disarming devices to reduce the incidence of false alarms. Control panels built and tested to this standard by Underwriters Laboratory (UL), or other nationally recognized testing organizations, will be marked to state: "Design evaluated in accordance with SIA CP-01 Control Panel Standard Features for False Alarm Reduction".

Suspension of Response means the termination of police response to alarms at a specified Alarm Site as a result of False Alarms or other violation of the alarm Ordinance.

Takeover means the transaction or process by which an Alarm User takes over control of an existing Alarm System, which was previously controlled by another Alarm User.

Telephone Verification - See Verify

Unregistered Alarm Site means a site that has not complied with the registration requirements as defined in the alarm Ordinance.

Verify means an attempt by the Monitoring Company to determine the validity of an alarm signal prior to initiating an Alarm Dispatch Request.

Zones mean division of devices into which an Alarm System is divided to indicate the general location from which an Alarm System signal is transmitted.

19-27. REGISTRATION REQUIRED; APPLICATION; FEE; TRANSFERABILITY;
FALSE STATEMENTS

(A) No Alarm User shall operate, or cause to be operated, an Alarm System at its Alarm Site without a valid Alarm Permit. A separate Alarm Permit is required for each Alarm Site.

(B) The fee for an Alarm Permit or an Alarm Permit renewal is set forth below and shall be paid by the Alarm User. No refund of a permit fee or permit renewal fee will be made. The initial Alarm Permit fee must be submitted to the Alarm Administrator within twenty (20) days after the Alarm System installation or Alarm System Takeover. (09-11)

Residential

(1)	Initial Permit Fee	\$20.00
(2)	Renewal Fee	0

Commercial (under 5,000 sq ft)

(1)	Initial Permit Fee	\$50.00
(2)	Renewal Fee	0

Commercial (over 5,000 sq ft)

(1)	Initial Permit Fee	\$100.00
(2)	Renewal Fee	\$ 50.00

(C) Upon receipt of a completed Alarm Permit application form and the Alarm Permit fee, the Alarm Administrator shall register the applicant unless the applicant has:

- (1) failed to pay any fee or fine assessed under this Ordinance; or
- (2) had an alarm permit for the Alarm Site suspended and the violation causing the suspension has not been corrected; or

(3) the Alarm Installation Company and/or the Monitoring Company listed on the permit application are not listed as having a valid Alarm License issued by the State of New Jersey, if so required.

(D) Each Alarm permit application must include the following information:

(1) the name, complete address (including apt/suite number), and telephone numbers of the Person who will be the permit holder and be responsible for the proper maintenance and operation of the Alarm System and payment of fees assessed under this article;

(2) the classification of the Alarm Site as either residential (includes apartment, condo, mobile home, etc.) or commercial;

(3) for each Alarm System located at the Alarm Site, the classification of the Alarm System (i.e. burglary, Holdup, Duress, Panic Alarms or other) and for each classification whether such alarm is audible or silent;

(4) mailing address, if different from the address of the Alarm Site;

(5) any dangerous or special conditions present at the Alarm Site;

(6) type of business conducted at a commercial Alarm Site;

(7) signed certification from the Alarm User stating the following:

(a) the date of installation, Conversion or Takeover of the Alarm System, whichever is applicable;

(b) the name, address, and telephone number of the Alarm Installation Company or companies performing the Alarm System installation, Conversion, or takeover and of the Alarm Installation Company responsible for providing repair service to the Alarm System;

(c) the name, address, and telephone number of the Monitoring Company if different from the Alarm Installation Company;

(d) that a set of written operating instructions for the Alarm System, including written guidelines on how to avoid False Alarms, have been left with the applicant by the Alarm Installation Company; and

(e) that the Alarm Installation Company has trained the applicant in proper use of the Alarm System, including instructions on how to avoid False Alarms.

(8) An acknowledgment that the Police response may be influenced by factors including, but not limited to, the availability of officers, priority of calls, weather conditions, traffic conditions, emergency conditions and staffing levels.

(E) Any false statement of a material fact made by an applicant for the purpose of obtaining an Alarm Permit shall be sufficient cause for refusal to issue a permit.

(F) An Alarm Permit cannot be transferred to another Person or Alarm Site. An Alarm User shall inform the Alarm Administrator of any change that alters any of the information listed on the Alarm Permit application within five (5) business days of such change.

(G) All fines and fees owed by an applicant must be paid before an Alarm Permit may be issued or renewed.

(H) No refund of a permit or permit renewal fee will be made.

(I) Government entities, including but not necessarily limited to the City of Englewood and the Englewood Board of Education, must obtain permits for all Alarm Systems under their control, but are exempt from the payment of permit and other fees. Government entities are subject to all other applicable Ordinance requirements.

19-28. ALARM PERMIT DURATION AND RENEWAL

An Alarm Permit shall expire 1 year from the date of issuance, and must be renewed annually by submitting an updated application and a permit renewal fee to the Alarm Administrator. The Alarm Administrator shall notify each Alarm User of the need to renew thirty (30) days prior to the expiration of the permit. It is the responsibility of the Alarm User to submit an application prior to the permit expiration date. Failure to renew will be classified as use of a non-registered Alarm System and penalties shall be assessed without waiver. A \$25.00 late fee shall be assessed if the renewal is more than thirty (30) days late.

19-29. DUTIES OF THE ALARM USER

(A) An Alarm User shall:

- (1) obtain an Alarm Permit for the Alarm System as required in Section 4;
- (2) maintain the Alarm Site and the Alarm System in a manner that will minimize or eliminate False Alarms;
- (3) provide the Monitoring Company with updated names and telephone numbers of at least two individuals who are able and have agreed to:
 - (a) receive notification of Alarm System activation at any time;
 - (b) respond to the Alarm Site within 30 minutes at any time; and
 - (c) upon request grant access to the Alarm Site and deactivate the Alarm System if necessary;
- (4) make every reasonable effort to have a Responder to the Alarm System's location within 30 minutes when requested by the Police Department in order to:
 - (a) deactivate an Alarm System;
 - (b) provide access to the Alarm Site; and/or
 - (c) provide alternative security for the Alarm Site.
- (5) not activate an Alarm System for any reason other than an occurrence of an event that the Alarm System was intended to report.

(B) After the effective date of this Ordinance, it is a violation for any person to operate an Alarm System in the City of Englewood that has a siren, bell or other signal that is audible from any property adjacent to the Alarm Site that sounds for longer than ten (10) consecutive minutes after the alarm is activated, or that repeats the ten (10) minute audible cycle more than two consecutive times during a single armed period. An administrative fee of \$100 shall be assessed for each violation of this section.

(C) An Alarm User shall have an Alarm Installation Company inspect the Alarm System after three (3) False Alarms within a one (1) year permit period. The Alarm User must have an Alarm Installation Company within thirty (30) days of written notice, modify the Alarm System to be more false alarm resistant and provide additional user training as appropriate. An Alarm User shall submit a written statement from an Alarm Installation Company stating that the Alarm System has been inspected and repaired (if necessary) by the Alarm Installation Company. Failure to comply may result in the suspension of the Alarm Users permit.

(D) An Alarm User shall maintain at each Alarm Site, a set of written operating instructions for each Alarm System.

(E) All Alarm Users shall agree with their Alarm Installation Company and/or Monitoring Company to go through an “acclimation period” for the first seven (7) days after installation of an Alarm System during which time the Alarm Installation Company and/or Monitoring Company will have no obligation to and will not respond to any Alarm Signal from the Alarm Site, excluding Panic, Duress and Holdup signals, and will not make an Alarm Dispatch Request to law enforcement, even if the Alarm Signal is the result of an actual alarm event.

19-30 DUTIES OF ALARM INSTALLATION COMPANIES AND MONITORING COMPANIES.

(A) Each Alarm Installation Company and Alarm Monitoring Company must designate one individual as the Alarm Response Manager (ARM) for the company. The individual designated as the ARM must be knowledgeable of the provisions of this Ordinance, as well as have the knowledge and authority to deal with False Alarm issues and respond to requests from the Alarm Administrator. The name, contact number, and email address of the ARM must be provided to the Alarm Administrator.

(B) Alarm Installation Companies shall:

1. Upon the installation or activation of an Alarm System, the Alarm Installation Company shall distribute to the Alarm User information summarizing:

a. The applicable law relating to False Alarms, including the potential for service fees and false alarm penalties;

b. Information on preventing False Alarms; and

c. Instructions on the operation of the Alarm System.

2. After the effective date of this Ordinance, Alarm Installation Companies shall not program Alarm Systems so that they are capable of sending One Plus Duress Alarms. Monitoring companies may continue to report One Plus Duress Alarms received from Alarm Systems programmed with One Plus Duress Alarms installed prior to the effective date of this Ordinance.

3. After the effective date of this Ordinance, Alarm Installation Companies shall not install, modify or repair “single action” devices for the activation of Hold-up, Robbery or Panic Alarms. New devices shall require two actions or an activation delay to provide more positive assurance that the user intends to activate the device.

4. Sixty days after the effective date of this Ordinance, an Alarm Installation Company shall, on new installations, use only alarm control panel(s) which meet ANSI/SIA CP-01-Control Panel Standard - Features for False Alarm Reduction.

5. After the effective date of this Ordinance an Alarm Company shall not use an automatic voice dialer for any Alarm System which, when activated, uses a telephone device or attachment to automatically dial a telephone line leading into the Police Department and then transmit any pre-recorded message or signal. An administrative fee of \$100.00 per incident shall be assessed for any violation of this provision.

6. After completion of the installation of an Alarm System, an employee of the Alarm Installation Company shall review with the Alarm User the Customer False Alarm Prevention Checklist or an equivalent checklist approved by the Alarm Administrator.

7. The Alarm Company shall ensure that all Alarm Users of Alarm Systems equipped with a duress, robbery, holdup or Panic Alarm have been provided adequate training as to the proper use of the alarm.

8. Each Installation Company must maintain, for a period of at least one year after the date of the Alarm System’s activation the completed Customer False Alarm Prevention Checklist. The Alarm Administrator may request copies of such records for any individual

Alarm User. The Alarm Installation Company shall furnish the requested records within thirty (30) days after receiving the request. Failure to comply with this subsection will incur a \$50.00 administrative service fee.

(C) A Monitoring Company shall:

1. Not make an Alarm Dispatch Request to a Burglar Alarm signal during the first seven-day “acclimation period” after a Burglar Alarm System installation or activation. Exceptions to the “acclimation period” of non-response can be made by the Police Department in special circumstances, including but not limited to, domestic violence and stalking.

2. Report alarm signals by using telephone numbers designated by the Alarm Administrator.

3. Employ Enhanced Call Verification on all burglar alarms. The Police Department may refuse to accept burglar alarm calls from Monitoring Companies that fail to perform Enhanced Call Verification.

4. Communicate Alarm Dispatch Requests to the Police Department in a manner and form determined by the Alarm Administrator.

5. Communicate Cancellations to the Police Department in a manner and form determined by the Alarm Administrator.

6. Communicate any available information (north, south, front, back, door, window, etc.) about the location of an alarm signal(s) as part of an Alarm Dispatch Request.

7. Communicate the type of alarm activation (silent or audible, interior or perimeter), if available, on any Alarm Dispatch Request.

8. Notify the City of Englewood Emergency Communications (Dispatch) of any Alarm Site that it knows, or reasonably should know, is fitted with a protective-reactive device. During any alarm at such a site, a Responsible Party must be contacted and confirm that he or she will respond to the Alarm Site to disarm the device. In all cases where a protective-reactive device is present at an Alarm Site, the Police dispatch request shall include a warning for officers not to enter the Alarm Site until the Responsible Party is present and has disarmed the device.

9. Prior to making an Alarm Dispatch Request, attempt to notify the Alarm User to send a Responsible Party to the Alarm Site, in order to:

a. Deactivate an Alarm System;

b. Provide access to the Alarm Site; and/or

c. Provide alternative security for the Alarm Site.

10. After an Alarm Dispatch Request, promptly advise the Police Department if the Monitoring Company knows that the Alarm User or a Responsible Party is on the way to the Alarm Site.

11. Contact the Alarm User or Responsible Party within 24 hours via mail, fax, telephone or other electronic means to advise them that an Alarm Dispatch Request of the Police Department was made.

12. Each Monitoring Company must maintain, for a period of at least one year after the date of an Alarm Dispatch Request, all records relating to the Alarm Dispatch Request. Records must include the name, address and telephone number of the Alarm User, each Alarm System zone activated, the time of Alarm Dispatch Request and evidence of all attempts to verify. The Alarm Administrator may request copies of such records for any individual Alarm User. The Monitoring Company shall furnish the requested records within thirty (30) days after receiving the request. Failure to comply with this subsection will incur a \$50.00 administrative service fee.

13. Each Monitoring Company shall, upon request, immediately provide the Police Department with the names and phone numbers of the Alarm User’s emergency contacts at the time of each Alarm Dispatch Request.

(D) Existing Accounts. Any Alarm System which was installed before the effective date of this Ordinance must be registered by the Alarm User within forty-five (45) days after being notified. An Alarm Installation Company or Monitoring Company, shall, within thirty (30) days after being notified in writing from the Alarm Administrator, provide a Alarm User List of existing Alarm Users in the City, including name, address, billing address, telephone number and the telephone number of the law enforcement agency that they have listed to call to report an alarm for that Alarm Site, to the Alarm Administrator.

(E) Maintaining Tracking Data. Within thirty (30) days prior to the first day of January of each year, an Alarm Installation Company or Monitoring Company shall provide the Alarm administrator with a complete Alarm User List of active customers whose premises are located within the City, to assist the Alarm Administrator with creating and maintaining tracking data. The customer information must be provided in a format acceptable to the Alarm Administrator that includes the following:

1. Customer name
2. Customer billing address
3. Customer telephone number
4. Alarm Site address
5. Alarm Installation Company and license number
6. Monitoring Company and license number

(F) Conversion or Termination of Alarm Users. An Alarm Installation Company or Monitoring Company that converts the servicing of any Alarm System account from another company or terminates an account shall notify the Alarm Administrator of such conversion or termination and shall provide to the Alarm Administrator, within thirty (30) days from the date of conversion or termination, an Alarm User List of the converted or terminated accounts, in a format acceptable to the Alarm Administrator, that includes the following:

1. Customer name
2. Customer billing address
3. Customer telephone number
4. Alarm Site address
5. Alarm Installation Company and license number
6. Monitoring Company and license number

(G) The customer lists described in subsections (D), (E) and (F) above are proprietary and confidential information and will not be released to anyone absent a court order.

(H) Failure to provide Alarm User Lists to the Alarm Administrator, as required in subsections (C), (D) and (E) above, will result in a fee of \$25.00 per working day until the Alarm Installation Company or Monitoring Company complies with the requirement.

(I) New Alarm Systems. Any Alarm Installation Company that installs or activates an Alarm System on premises within the City after the effective date of this ordinance must notify the Alarm Administrator within ten (10) days after the date of installation and provide the name, address, billing address, and telephone number of the alarm user. The failure to notify in accordance with the terms of this subsection shall result in a \$100 administrative fee per incident against the alarm installation company. The Alarm Installation Company shall have the Alarm User complete a Customer False Alarm Prevention Checklist. The Alarm Installation Company shall keep on file the completed checklist for up to one year after the activation of the Alarm System.

19-31. LICENSING OF ALARM INSTALLATION AND MONITORING COMPANIES

(A) Every Alarm Installation Company and every Alarm Monitoring Company serving customers in the City of Englewood shall maintain a valid Alarm License issued by the State of New Jersey if so required.

(B) The Alarm Installation Company shall provide the name, address and phone number of any Monitoring Company that they are using to monitor their Alarm Sites within the City and Monitoring Companies shall do the same for Alarm Installation Companies that they monitor Alarm Sites for that are within the City.

19-32. DUTIES AND AUTHORITY OF THE ALARM ADMINISTRATOR

(A) The Alarm Administrator shall:

(1) designate a manner, form and telephone numbers for the communication of Alarm Dispatch Requests; and

(2) establish a procedure to accept Cancellation of Alarm Dispatch Requests.

(B) The Alarm Administrator shall establish a procedure to record such information on Alarm Dispatch Requests necessary to permit the Alarm Administrator to maintain records, including, but not limited to, the information listed below.

(1) identification of the registration number for the Alarm Site;

(2) identification of the Alarm Site;

(3) date and time Alarm Dispatch Request was received, including the name of the Monitoring Company and the Monitoring operator name or number;

(4) date and time the police officer arrival at the Alarm Site;

(5) alarm zone and zone description, if available;

(6) identification of the responsible Alarm Installation Company or Monitoring Company;

(7) whether a police officer was unable to locate the address of the Alarm Site; and

(8) cause of alarm signal, if known.

(C) The Alarm Administrator shall establish a procedure for the notification to the Alarm User of a False Alarm. The notice shall include the following information:

(1) the date and time of police response to the False Alarm; and

(2) a statement urging the Alarm User to ensure that the Alarm System is properly operated, inspected, and serviced in order to avoid False Alarms and resulting fines.

(D) The Alarm Administrator may require that a conference be held with an Alarm User and the Alarm Installation Company or Monitoring Company responsible for repairing or monitoring of the Alarm System to review the circumstances of any False Alarms. The conference may be held in person or through a conference telephone call, at the Alarm Administrator's discretion.

(E) The Alarm Administrator may create and implement an Alarm User Awareness Class or online alarm school. The Alarm Administrator may request the assistance of Associations, alarm companies and law enforcement agencies in developing and implementing the class. The class shall inform Alarm Users of the problems created by False Alarms and teach Alarm Users how to avoid generating False Alarms.

(F) The Alarm Administrator may require an Alarm User to remove a Holdup Alarm device that is a single action, non-recessed button, or have it replaced with an acceptable dual-action or recessed device after the occurrence of a false Holdup Alarm.

(G) The Alarm Administrator may require an Alarm User to remove the Duress or Panic Alarm capability from their Alarm System after the occurrence of a false alarm.

(H) The Alarm Administrator will make a copy of this Ordinance and/or an Ordinance summary sheet available to the Alarm User.

19-33. AUTOMATIC VOICE DIALERS

(A) An Alarm User shall not program or cause to be programmed an Automatic Voice Dialer to select a Primary Trunk Line or 9-1-1.

(B) An Alarm User shall disconnect or reprogram an Automatic Voice Dialer which is programmed to select a Primary Trunk Line or 9-1-1 within 24 hours of receipt of written notice from the Alarm Administrator that it is so programmed.

(C) Every Automatic Voice Dialer shall be programmed to dial a specific number so designated by the Law Enforcement Authority.

(D) Any Alarm User who violates this section will be subject to a fine of \$100.00.

19-34. SERVICE FEES

(A) An Alarm User shall be subject to service fees, depending on the number of False Burglar Alarms within the one year permit period based upon the following schedule:

- (1) 1st False Alarm, \$25.00 (Waived for completing alarm school online)
- (2) 2nd False Alarm, \$50.00
- (3) 3rd False Alarm, \$75.00
- (4) 4th False Alarm, \$100.00
- (5) 5th or more False Alarm(s), \$200.00

Robbery, Panic and Burglary Crime in Progress False Alarm Service Fees: \$150.00 for each False Alarm.

(B) In addition, any Person operating an Unregistered Alarm System will be subject to a service fee of \$100.00 for each False Alarm in addition to any other fees or fines.

(C) An Alarm User may have the option of attending an Alarm User Awareness Class online in lieu of paying the first prescribed service fee under this section. This option is available only once during the one year permit period. The option to have the first service fee waived shall be offered for each of consecutive Alarm User's permit one year periods. The Alarm User must complete the offered online alarm school within thirty (30) days. The false alarm count will not be changed.

(D) If Cancellation of an Alarm Dispatch Request occurs prior to a police officer arriving at the scene, no false alarm will be assessed.

(E) Notice of the right of Appeal under this Ordinance will be included with any fees or fines.

(F) If any fee or fine assessed in this section is not paid within 30 days after a notice or invoice is mailed, a late fee in the amount of \$25.00 shall be imposed.

19-35. SUSPENSION OF ALARM PERMIT AND POLICE RESPONSE TO AN ALARM SITE

(A) The Alarm Administrator shall notify the Police Department of each Alarm User whose Alarm Permit qualifies for suspension under this section. The Alarm Administrator may suspend an Alarm Permit if it is determined that:

1. There is a violation of this section by the Alarm User; or
2. There is a false statement of a material fact in the application for a permit; or
3. The Alarm User has failed or refused to pay an Alarm Permit fee, Alarm Permit renewal fee, False Alarm service fee, any late fee, or any other assessed fee under this section, more than thirty (30) days after the fee is due. This applies to all classifications of alarms including burglary, burglary in progress, panic, duress, hold-up and robbery.

4. The alarm user has had five (5) or more false burglar alarms within one year after the date of issuance of their annual permit, except that the alarm administrator may waive a suspension of a permit upon receipt of documented work orders showing reasonable attempts to repair the alarm system.

5. The Alarm User failed to participate in a scheduled alarm conference.

(B) The Police may not respond to any alarm, where the Alarm Site is under suspension.

19-36. VIOLATION TO MAKE ALARM DISPATCH REQUEST FOR SUSPENDED ALARM SITE

(A) It is a violation of this section for a Person to operate an Alarm System during the period in which the Alarm Permit is suspended. It is a violation of this section for a Monitoring Company to make an Alarm Dispatch Request to an Alarm Site after the Monitoring Company's Alarm Response Manager has been notified by the Alarm Administrator that the permit for that Alarm Site has been suspended. The Monitoring Company shall be given a three (3) day notice prior this action. The Monitoring Company shall be assessed a service fee of \$100.00 for each such dispatch to an Alarm Site. If the fee is not paid within thirty (30) days after the invoice is mailed, a late fee in the amount of \$25 will be imposed on the Monitoring Company.

(B) Unless there is a separate indication that there is a crime in progress, Emergency Communications shall not dispatch an officer to an Alarm Site for which an Alarm Permit is suspended.

19-37. REINSTATEMENT OF SUSPENDED ALARM PERMITS

(A) On the first suspension of a permit, a Person who's Alarm Permit has been suspended may obtain reinstatement of the permit by the Alarm Administrator if the Person:

1. Pays a reinstatement fee of \$50.00;
2. Pays, or otherwise resolves, all outstanding fees and penalties;
3. Submits a written notice from an Alarm Installation Company stating that the Alarm System has been inspected and repaired (if necessary) by the Alarm Installation Company; and
4. The Alarm User successfully completes an on-line alarm awareness class and test.

(B) On the second and every subsequent suspension of a permit, reinstatement may be obtained by compliance with (1) above and compliance with any of the following conditions that the Alarm Administrator may require:

1. Upgrade the alarm control panel to meet SIA Control Panel Standard CP-01.
2. A written statement from an independent inspector designated by the Chief of Police or his designee that the Alarm System has been inspected and is in good working order.
3. Confirmation that all motion detectors are "dual technology" type.
4. Confirmation that the Alarm System requires two independent zones to trigger before transmitting an alarm signal to the Monitoring Company.
5. Confirmation that the Alarm System requires two independent detectors to trigger before transmitting an alarm signal to the Monitoring Company.
6. Written notice that the Monitoring Company will not make an Alarm Dispatch Request unless the need for an officer is confirmed by a listen-in device. This condition does not apply to residential property.
7. Written notice that the Monitoring Company will not make an Alarm Dispatch Request unless the need for an officer is confirmed by a camera device. This condition does not apply to residential property.
8. Written notice that the Monitoring Company will not make an Alarm Dispatch Request unless the need for an officer is confirmed by a Person at the Alarm Site.

(C) The Police Department shall reinstate its response to an Alarm Site as soon as it is practicable, after receiving notice of reinstatement from the Alarm Administrator. The Alarm User and Monitoring Company shall take notice that the Alarm Site has been officially reinstated only after receiving notice from the Alarm Administrator of that fact.

19-38. NOTIFICATION

(A) The Alarm Administrator shall notify the Alarm User in writing after each False Alarm. The notification shall include: a warning letter if appropriate or the amount of the service fee for the False Alarm. The notice shall include information that the Alarm User can complete an online Alarm User

Awareness Class to waive the first false alarm service fee during the Alarm Users one year permit period. The right of appeal under this ordinance will be included with the notice.

(B) The Alarm Administrator shall notify the alarm user in writing and the appropriate alarm installation company or monitoring company by electronic mail thirty (30) days before an alarm response is to be suspended. The right of appeal under this ordinance will be included with the notice.

19-39. APPEALS

(A) If the Alarm Administrator assesses a service fee, fine, or denies the issuance, renewal or reinstatement of an Alarm Permit, the Alarm Administrator shall send written notice of the action and a statement of the right to an appeal to the appropriate affected applicant, Alarm User, Alarm Installation Company or Monitoring Company.

(B) The Alarm User, Alarm Installation Company or Monitoring Company may appeal an assessment of a service fee, fine, the suspension of an Alarm Permit, the denial of a Alarm Permit, Suspension of Response or suspension of police response by setting forth in writing the reasons for the appeal within fifteen (15) business days after notice of the action of the Alarm Administrator.

(C) The Alarm User or the Alarm Installation Company or Monitoring Company may appeal the decision of the Alarm Administrator to the Law Enforcement Authority as follows:

(1) The applicant, Alarm User, Alarm Installation Company or the Monitoring Company may file a written request for a review by paying an appeal fee of \$25.00 and setting forth the reasons for the appeal within twenty (20) business days after the date of notification of the decision from the Alarm Administrator. Appeal fees will be returned to the appealing Alarm User, Alarm Installation Company or Monitoring Company if the appeal is upheld.

(2) The Law Enforcement Authority shall conduct a review of the appeal within thirty (30) days of the receipt of the request and consider the evidence presented by the Individual filing the appeal or any interested parties. The Law Enforcement Authority shall make its decision on the basis of the preponderance of evidence presented at the hearing. The Law Enforcement Authority must render a decision within fifteen (15) days after the date of the hearing. The Law Enforcement Authority shall affirm or reverse the decision of the Alarm Administrator.

(D) Filing of a request for appeal shall stay the action by the Alarm Administrator suspending the payment of a fee/fine, the suspension of an Alarm Permit, the denial of a Alarm Permit or Suspension of Response until the Law Enforcement Authority has completed its review. If a request for appeal is not made within the twenty (20) business day period, the action of the Alarm Administrator is final.

(E) The Alarm Administrator or Law Enforcement Authority may adjust the count of False Alarms based on:

(1) Evidence that a False Alarm was caused by action of a communications services provider (i.e. telephone, cellular, cable company);

(2) Evidence that a False Alarm was caused by a power outage lasting longer than four hours or severe weather such as a tornado or earthquake;

(3) Evidence that the Alarm Dispatch Request was not a False Alarm;

(4) Evidence of documented work orders showing reasonable attempts to repair the Alarm System prior to additional false alarms.

(5) Any other circumstances that demonstrate by a preponderance of the evidence that it was not a false alarm.

(6) In determining the number of False Alarms, multiple alarms occurring in any twenty-four (24) hour period may be counted as one False Alarm to allow the Alarm User time to take corrective action unless the False Alarms are directly caused by the Alarm User.

19-40. ENFORCEMENT AND PENALTIES

Enforcement of this Ordinance may be by civil action as provided under municipal law.

19-41. CONFIDENTIALITY

In the interest of public safety, all information contained in and gathered through the Alarm Permit applications, records relating to Alarm Dispatch Requests, and applications for appeals shall be held in confidence by all employees or representatives of the City and by any third-party administrator or employees of a third-party administrator with access to such information.

19-42. GOVERNMENT IMMUNITY

Alarm Registration 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 as provided by law is retained. By applying for an Alarm Permit, the Alarm User acknowledges that the Englewood Police Department response may be influenced by factors such as: the availability of police units, priority of calls, weather conditions, traffic conditions, emergency conditions, staffing levels, prior response history and administrative actions.