

Chapter 7

Emergency Management

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Part 1**Emergency Police and Fire Alarm Ordinance****§7-101. Short Title.**

This Part shall be known and may be cited as the “Ivyland Borough Emergency Police and Fire Alarm Ordinance.”

(*Ord. 96-3, 9/4/1996, §1*)

§7-102. Definitions.

The following definitions shall apply in the interpretation and enforcement of this Part:

Alarm equipment supplier—any person, firm or corporation who sells or leases and/or installs automatic protection devices.

Answering service—a service whereby trained employees, in attendance at all times, receive pre-recorded voice messages from automatic protection devices reporting an emergency at a stated location and who have the duty to relay immediately by live voice only such emergency message over a designated or direct trunkline to the Police or Fire Department.

Audible alarm—any device, bell, horn or siren which is attached to the interior or exterior of a building and emits a warning signal audible outside the building and designed to attract attention when activated by a criminal act or other emergency requiring police to respond.

Automatic protection device—an electrically operated instrument composed of sensory apparatus and related hardware which automatically transmits a pre-recorded voice alarm over regular telephone line by direct or indirect connection to the Police Department or Fire Department, upon receipt of a stimulus from a sensory apparatus that has detected a physical force or condition inherently characteristic of a fire or intrusion.

Borough—the Borough of Ivyland, Bucks County, Pennsylvania.

Central station protective system—a protective system, or group of such systems, operated privately for customers by a person, firm or corporation which maintains supervisors and accepts recorded messages from automatic protection devices at a central station having trained operators and guards in attendance at all times that have the duty to take appropriate action upon receipt of a signal or message including the relaying of messages by designated or primary trunkline to the police or Fire Departments.

Code Enforcement Official—the designated Code Enforcement Officer of Ivyland Borough.

Designated trunkline—a telephone line leading to the police or Fire Departments that is for the primary purpose of handling emergency messages which originate from automatic protection devices and are transmitted directly or indirectly through an intermediary.

False alarms—any signal activated by an automatic protection device, any

audible alarm or any other kind of direct or indirect signal given to the police or Fire Departments to which police or firemen respond, which is not the result of a fire, burglary, robbery or similar emergency.

Fire Department—the Ivyland Volunteer Fire Company or such other fire companies as may operate in Ivyland Borough from time to time.

Intermediary—a central station protective system or an answering service as herein defined.

Key—to use a telephone line and equipment for transmitting a message either directly or indirectly by an automatic protective device.

Permit—written permission duly granted to a qualified applicant by the Borough upon payment of the required fee that shall be in an amount as established from time to time by resolution by Borough Council. [Ord. 2011-3]

Police Department—the Borough of Ivyland Police Department.

Primary trunkline—a telephone line leading into the Police Department that is for the purpose of handling emergency calls on a person-to-person basis, and which line is identified by a specific listing among the white pages in the telephone directory issued by the Bell Telephone Company.

Mayor - Mayor shall mean the Mayor of Ivyland Borough.

(Ord. 96-3, 9/4/1996, §2; as amended by Ord. 2011-3, 11/9/2011)

§7-103. Continuous Alarm Prohibited.

After the enactment of this Part, owners or lessees must equip audible alarms with a timing mechanism that will disengage the audible alarm after a maximum period of 15 minutes. Audible alarms without such a timing mechanism shall be unlawful in the Borough and must be disconnected by the owner or lessee within 60 days from the effective date of this Part.

(Ord. 96-3, 9/4/1996, §3)

§7-104. Automatic Protection Devices Direct Keying.

1. No automatic protection device installed after the effective date of this Part shall be keyed to the Fire Department's emergency telephone number.

2. After the effective date of this Part, all automatic protection devices that transmit recorded messages directly to the Police Department or Fire Department shall be keyed to a trunkline designated for the purpose.

3. Within 60 days from the effective date of this Part, existing automatic protection devices in the Borough shall be disconnected from the Fire Department's emergency telephone number.

4. Automatic protection devices disconnected, as provided in subsection .3 above, may be keyed in a designated trunkline.

5. After the effective date of this Part, a valid permit shall be required from the Borough to install any automatic protection device or audible alarm within the confines of the Borough.

(Ord. 96-3, 9/4/1996, §4)

§7-105. Automatic Protection Devices for Keying.

1. Any person who has an automatic protection device in the Borough may arrange to have such device keyed to an intermediary authorized to relay emergency messages to the police or Fire Department.

2. The relay of messages by authorized intermediaries shall be over a designated trunkline.

3. Automatic protection devices keyed to an authorized intermediary may also be keyed to another telephone which the owner or lessee of the automatic protection device has available to himself or his representative at some other location.

(*Ord. 96-3, 9/4/1996, §5*)

§7-106. Automatic Protection Devices; Current List of Installations Required.

1. Within 90 days from the effective date of this Part, every alarm equipment supplier who has keyed an automatic protection device in the Borough to the designated trunkline shall furnish to the Mayor a current list of such installations which shall include:

A. The telephone number of the owner or lessee.

B. The address where the device is installed and the telephone number of that address.

C. The name, address and telephone number of a central station protective system or any other person or firm who is authorized to respond to an emergency and gain access to the address where the device is installed.

D. The name and telephone number of any person, firm or corporation, if any, other than the alarm equipment supplier who is responsible for maintenance and repair of the automatic protection device.

2. By the fifth working day of each month following the submission of the initial list, every alarm equipment supplier shall furnish the Police Department with a supplemental list of any additional installations he has keyed to the designated trunklines, along with any corrections to or deletions from lists previously furnished. An alarm equipment supplier who enters into the business after the effective date of this Part shall furnish a list containing the information specified in subsection .1 by the fifth working day of the month following a first installation and shall, thereafter, furnish supplemental lists as required by this Section.

3. All information furnished pursuant to these Sections shall be kept confidential and shall be for the use of the designated personnel of the Police Department only.

(*Ord. 96-3, 9/4/1996, §6*)

§7-107. Automatic Protection Devices Operational Requirements.

1. Automatic protection devices installed in the Borough that are keyed to designated trunklines shall meet the following requirements:

A. The type and content of recorded messages must be intelligible and in the format approved prior to installation by the Police Department as appropriate for the type of emergency.

B. No more than one call shall be made over a designated trunkline to the

Police Department or Fire Department as a result of a single activation of the automatic protection device.

C. The time for transmitting each recorded message shall not exceed 15 seconds.

D. Recorded messages may be repeated during one call, but the interval between each recorded message shall be no less than 4 seconds.

E. The sensory mechanism used in connection with an automatic protection device must be adjusted to suppress false indications of fire or intrusion, so that the device will not be activated by slight impulses, short flashes of light, the rattling or vibrating of doors and windows, vibrations to the premises caused by the passing of vehicles or any other force not related to genuine alarms.

F. All components comprising such a device must be maintained by the owner or lessee in good repair to assure maximum reliability of operation.

(Ord. 96-3, 9/4/1996, §7)

§7-108. Automatic Protection Devices Technical Information.

1. Each alarm equipment supplier who sells or leases an automatic protection device in the Borough after the effective date of this Part, which is keyed to a designated trunkline, shall furnish operating instructions, a circuit diagram and maintenance manual to the buyer or lessee.

2. Each alarm equipment supplier, referred to in subsection .1 shall furnish operating instructions, circuit diagram and maintenance manual for each type or automatic protection device he deals in and installs in the Borough to the Police Department. If the instructions are not clear, the alarm equipment supplier may be required to revise the instructions to the Police Department and all buyers and lessees of the particular automatic protection device.

(Ord. 96-3, 9/4/1996, §8)

§7-109. Automatic Protection Devices Repair Service.

1. Each alarm equipment supplier who sells or leases an automatic protection device in the Borough, which is keyed to a designated trunkline, shall make service available directly or through an agent on a 24-hour per day basis, 7 days a week, to repair such device or to correct any malfunction that may occur. Such service shall be made available for any person using an automatic protection device supplied.

2. At the time of installation, an alarm equipment supplier shall furnish to any buyer or lessee using a repair service written information as to how service may be obtained at any time, including the telephone number of the alarm equipment supplier or agent responsible for service. The buyer or lessee and the alarm equipment supplier or agent supplying a service shall be responsible for having the device disconnected or repaired as quickly as possible after notice that the automatic protection device is not functioning properly.

(Ord. 96-3, 9/4/1996, §9)

§7-110. Automatic Protection Devices Disconnecting.

When messages evidencing failure to comply with the operational requirements set

forth in this Part are received by the Police Department and the Mayor concludes that the automatic protection device sending such messages should be disconnected in order to relieve the particular department of the burden of responding to false alarms, the Mayor is authorized to demand that the owner or lessee of the device, or his representative disconnect the device until it is made to comply with the operational requirements. If disconnection of the defective device is not accomplished promptly and the Mayor determines that the malfunctioning device is repeatedly sending false alarms without any intermittent valid alarms, the Mayor may then take any steps necessary to disconnect the defective automatic protection device.

(Ord. 96-3, 9/4/1996, §10)

§7-111. Automatic Protection Devices License and Permit Requirements.

Alarm equipment suppliers must conform to Underwriters Laboratory Standards.
(Ord. 96-3, 9/4/1996, §11)

§7-112. Automatic Protection Devices Authority to Inspect.

For the purpose of enforcing this Part and as a condition of installing and maintaining an automatic protection device, the owner or lessee thereof shall execute a consent in such form as may be prescribed by the Mayor, which will authorize the Code Enforcement Official, the Chief of Police and the Fire Chief to enter upon a lessee's or owner's premises within the Borough of Ivyland, at such reasonable times and upon reasonable notice, to inspect the installation and operation of an automatic protection device.

(Ord. 96-3, 9/4/1996, §12)

§7-113. Automatic Protection Devices-Testing.

No person shall conduct any test or demonstration of an automatic protection device without first obtaining permission from the Chief of Police and Fire Department. When the equipment is keyed through an intermediary, no such permission is necessary unless the alarm or signal is to be relayed to the Police Department or the Fire Department.

(Ord. 96-3, 9/4/1996, §13)

§7-114. Suppliers of Equipment and Service to Furnish Copies of this Part.

Alarm equipment suppliers, installers of audible alarms and intermediaries shall furnish at or prior to the time of contracting and at their expense, a copy of this Part to owners, lessees or users of the equipment or service to be supplied.

(Ord. 96-3, 9/4/1996, §14)

§7-115. False Alarms; Responsibility for Costs.

1. For the purpose of defraying the costs to the Borough of responding to a false alarm, the owner or lessee of an automatic protection device, and persons using the services of intermediaries, and users of audible alarms and users of any other kind of direct or indirect connection with the police or Fire Departments except persons using the two-way live voice communication by telephone, shall, as a condition to installation

and continued operation of such equipment or service, execute a consent in such form as may be prescribed by the Mayor that such owner, lessee or user shall pay the Borough for all false alarms following the first one, according to the following schedule for each false alarm originating from the owners' premises that has not been activated by some force of nature or means beyond the owner, lessee or user's control, to wit:

A. First false alarm per calendar year—warning.

B. Second false alarm and thereafter—shall be in an amount as established from time to time by resolution by Borough Council. [*Ord. 2011-3*]

C. This sum shall be a civil claim by the Borough and does not affect the penalty provisions prescribed by §7-116 hereof.

2. Any such owner, lessee or user who fails to execute the consent described in subsection .1, within 90 days from the effective date of this Part shall, within the 90-day period, disconnect the alarm, automatic protection device or any other kind of direct or indirect connection with the police or Fire Departments and shall discontinue using the services of any intermediaries.

(*Ord. 96-3, 9/4/1996, §15; as amended by Ord. 2011-3, 11/9/2011*)

§7-116. Penalties for Violation.

1. Any person, firm or corporation who violates any provision of this Part, and who fails to comply with the requirements of the written notice of such violation within 3 days of receipt of such notice, exclusive of Saturdays, Sundays and Holidays, upon conviction thereof, shall be sentenced to a fine of not more than \$1,000 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 30 days. Each day that a violation of this Part continues or each Section of this Part which shall be found to have been violated shall constitute a separate offense.

2. Any person, firm or corporation who misuses, falsely activates or permits continual accidental activation of any alarm system mentioned in this Part, upon conviction thereof, shall be sentenced to a fine of not more than \$1,000 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 30 days. Each day that a violation of this Part continues or each Section of this Part which shall be found to have been violated shall constitute a separate offense.

(*Ord. 96-3, 9/4/1996, §16; as amended by Ord. 2011-3, 11/9/2011*)

Part 2**Reimbursement for Extraordinary Expenses and Services****§7-201. Definitions.**

Extraordinary expenses—those expenses and those related costs and fees that are incurred by the Borough, local, State or Federal department or agency, emergency services organization (including but not limited to the Ivyland Borough Fire Company) and from the private sector for actual costs or charges for labor, material, permits/inspections, and any other and all costs of any nature whatsoever arising from or associated with:

A. The use, removal and disposal of specialized extinguishing or abatement agent, chemical neutralizer or similar equipment or material that is employed to monitor, extinguish, contain, neutralize, clean or remove any hazardous material that is or may be involved in a fire, or release into the air, ground or water or the potential threat of any release or fire and any and all activities associated with the implementation of a protective action (i.e., evacuation) to protect the public health, safety and welfare;

B. Any other costs associated with the use of labor, material, supplies, and/or equipment of any and all nature whatsoever as a result of a traffic accident or other incident which requires service, regardless of the existence of hazardous materials.

Extraordinary occurrence(s)—includes, but is not limited to a traffic accident, a release of hazardous materials or any type of occurrence involving the utilization of police, fire, rescue personnel, ambulance, materials, equipment, and/or hazardous material equipment and/or personnel, and/or any event requiring the removal, extinguishment, clean-up of any hazardous material, fighting of a fire or a release into the air, ground or water of any potential pollution threat at any and all activities in response thereto necessary to protect the public, health safety and welfare.

Extraordinary service—a service performed by any Borough department or employee, the Ivyland Borough Volunteer Fire Company, or any public or private sector organization, agency or company directly associated with mitigating the hazard or potential hazard or involved in providing services to implement a protective action. “Extraordinary services” include, but are not limited to, the abatement and disposition of hazardous materials, spills, releases, or the threat of spills or releases of hazardous materials, utility line breaks or leakages, cleanup and removal of nonhazardous materials and other imminent or perceived or potential threats to the health, safety and welfare of the public that may be detailed or contemplated in this Section.

(Ord. 2005-1, 1/12/2005, §1)

§7-202. Administration.

The Secretary of the Borough shall collect any and all fees and costs, as defined herein, as follows:

A. “Fees and costs” include, but are not limited to, any and all engineering fees, permit fees, evaluation and re-evaluation costs or fees by personnel performing those evaluations, any and all labor, personnel, equipment, inventory,

materials, supplies, and/or maintenance expenses incurred as a result of providing extraordinary services for extraordinary occurrences.

B. The Secretary shall keep a record of any and all such fees and costs and present an itemized statement of the same to the Borough Council for approval of the aforesaid fees and costs to be collected. Upon presentation of the amount, or supplemental amounts, the Borough Council shall pass a resolution authorizing the Secretary to collect the aforesaid fees and expenses. The Borough Council and/or Borough does not require to set forth in this Part, or elsewhere, a specific cost or fee schedule and the approval of this Part constitutes authorization for the Borough to collect all such fees and costs.

C. Within 30 days of the date of the extraordinary or dangerous occurrence giving rise to the extraordinary service, the affected public agencies, departments or private companies shall submit within 60 days of the Borough Secretary's receipt of the extraordinary expenses, the Borough Secretary who shall present the initially determined amount of the extraordinary expenses to Borough Council for review and approval. Borough Council within 45 days of receipt of the aforesaid shall review and approve the amount to be collected, and by resolution authorize the Borough Secretary to submit bills for all extraordinary expenses, fees, charges, and other expenses incurred by the Borough to the owner of the property affected (whether personal or real property), and/or the authorized agent of the owner, and/or the manager of the property, and/or the insurance company insuring the property and/or the event which required the need for the extraordinary services with a demand that full remittance be made within 30 days of receipt.

D. Notwithstanding the foregoing, nothing contained herein or hereinabove shall limit the Borough from continuing to collect extraordinary expenses information after the initial determination. Should additional extraordinary expenses be determined to be due the same procedure set forth above shall be followed by the Borough Secretary in obtaining the approval from Borough Council to collect the additional extraordinary expenses.

(Ord. 2005-1, 1/12/2005, §2)

§7-203. Fines/Penalties.

1. Any party failing to pay the expenses within 30 days, upon conviction thereof, shall be sentenced to a fine of not less than \$100 nor more than \$1,000 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 30 days. Each day that a violation of this Part continues or each Section of this Part which shall be found to have been violated shall constitute a separate offense. [*Ord. 2011-3*]

2. Imposition of the aforesaid fine and/or imprisonment shall not relieve any responsible party from civil liability to the Borough or the Borough pursuing any other legal remedies whether or not provided herein.

(Ord. 2005-1, 1/12/2005, §3; as amended by Ord. 2011-3, 11/9/2011)

§7-204. Litigation.

1. The Borough may enforce the provisions of this Part by civil action in a court of competent jurisdiction for the collection of any amounts due hereunder plus reasonable attorney's fees or for any other relief that may be appropriate.

2. The Borough's Solicitor is hereby authorized to take such action as may be necessary to enforce the provisions of this Part.

(Ord. 2005-1, 1/12/2005, §4)

§7-205. Emergency Services.

Nothing in this Part shall authorize any Borough bureau, department, personnel or staff members to refuse or delay an emergency service to any person, firm, organization or corporation that has not reimbursed the Borough for those municipal services that are normally provided to the Borough for residents and others as a matter of the Borough's general operating procedure, and for which the levying of taxes, or the demand for reimbursement is normally made.

(Ord. 2005-1, 1/12/2005, §5)

Part 3**Recognition of Volunteer Fire Company****§7-301. Participation.**

Ivyland Borough Council does hereby authorize the Ivyland Fire Company #1 to participate in the following: parades and fundraising activities for the purpose of covering them under workmen's compensation.

(Res. 1989-1, 2/1/1989)

Part 4**Fire Safety and Emergency Equipment Inspections Program****§7-401. Inspection Program Authorized.**

A program of fire safety and emergency equipment inspections is authorized and established for the following facilities located in the Borough of Ivyland: all multi-family residential facilities, industrial facilities, commercial facilities, retail businesses, banks and all other retail and wholesale facilities, educational and daycare facilities and places of worship. For the purpose of this Part, a multi-family residential facility does not include an individual residential townhouse or condominium that is separately owned such as the residences located in Ivy Meadows and Ivyland Gardens. Apartment buildings, however, containing more than one individual dwelling unit that are offered for rent or lease are considered to be multi-family residential facilities.

(Ord. 2009-2, 6/10/2009, §1)

§7-402. Frequency and Responsibility for Inspections.

The fire safety and emergency equipment inspections shall be performed annually or more frequently should the Borough's Code Enforcement Officer determine that more frequent inspections are advisable. It shall be the responsibility of the property owner to have said inspection performed; however, the Borough shall provide reasonable notice to property owners in advance of performing the required inspections. The Borough Code Enforcement Officer or other person designated by Borough Council as responsible for performing inspections and enforcement of this Part shall be permitted to enter structures or premises subject to inspection at all reasonable times to inspect the same or to perform any duty imposed by this Part; provided, that if such a structure or premises is occupied, the responsible official shall first present proper credentials and request entry. If such entry is refused, the code official shall have recourse to every remedy provided by law or equity to secure entry, including application for an administrative search warrant.

(Ord. 2009-2, 6/10/2009, §2)

§7-403. Inspection Standards; Items Subject to Inspection.

The facilities subject to inspection will be evaluated in accordance with the 2009 International Fire Code, which is hereby adopted and approved as the Ivyland Borough Fire Code. Criteria for the inspections shall include, but need not be limited to:

- A. Fire suppression and alarm systems.
- B. Means of egress.
- C. Fire department access.
- D. Electric service and panels.
- E. Utility and storage areas.
- F. Room occupancy loads.
- G. Construction requirements for existing buildings in accordance with Chapter 46.

(*Ord. 2009-2, 6/10/2009, §3*)

§7-404. Inspection Fee.

The fee for the fire safety and emergency equipment inspections shall be established and set forth from time to time in the Ivyland Borough Fee Schedule.

(*Ord. 2009-2, 6/10/2009, §4*)

§7-405. Board of Appeals.

A Board of Appeals shall be established by resolution of the Borough Council in conformity with the requirements of the relevant provisions of the International Fire Code, and for purposes set forth therein.

(*Ord. 2009-2, 6/10/2009, §5*)

§7-406. Enforcement.

The provisions of this Part shall be enforced by the Ivyland Borough Code Enforcement Officer and/or such other person or official as the Borough Council may designate. Notwithstanding any provision of the International Fire Code to the contrary, in enacting this Part and adopting the International Fire Code, it is not the Borough Council's intention to establish the office of Ivyland Borough Fire Marshall, and this Part shall not be so construed.

(*Ord. 2009-2, 6/10/2009, §6*)

§7-407. Penalties for Violation.

The owner or occupier of any facility who shall fail to comply with the requirements of this Part, upon conviction thereof, shall be sentenced to a fine of not more than \$1,000 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 30 days. Each day that a violation of this Part continues or each Section of this Part which shall be found to have been violated shall constitute a separate offense.

(*Ord. 2009-2, 6/10/2009, §7; as amended by Ord. 2011-3, 11/9/2011*)

§7-408. Penalty for Violation Does Not Excuse Continuing or Additional Violations.

The imposition of any one penalty for any violation shall not excuse the violation or permit it to continue, and all persons who violate any of the provisions of this program shall be required to correct or remedy such violation or defect within a reasonable time period. When not otherwise specified, a separate offense shall be deemed committed each day during or on which a violation or noncompliance occurs or continues.

(*Ord. 2009-2, 6/10/2009, §8*)

§7-409. Borough Does Not Assume Liability.

The fire safety and emergency equipment inspection program established by this Part shall not be construed to affect due responsibility of any party owning, operating or installing any equipment for damage to persons or property caused by any defect

therein, nor shall the Borough be held as assuming any such liability by reason of an inspection or reinspection authorized herein, or by reason of the approval or disapproval of any equipment authorized herein.

(Ord. 2009-2, 6/10/2009, §9)

§7-410. Existing Proceedings Not Affected.

Nothing in this Part shall be construed to affect any suit or proceeding now pending in any court or any actions required, or liability incurred, or any cause or causes of action incurred or existing under any act or ordinance repealed hereby. No right or remedy of any character shall be lost, impaired or affected by this Part.

(Ord. 2009-2, 6/10/2009, §10)

