

Chapter 22

EMERGENCY SERVICES

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ARTICLE I. IN GENERAL

Secs. 22-1 thru 22-30. Reserved.

ARTICLE II. ALARM SYSTEMS

Division 1. Generally

Sec. 22-31. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alarm means a signal (audio or visual, recorded or live) transmitted to or heard or observed by the police department or fire department indicating a predetermined condition. Such alarm is received either:

- (1) Via telephone line to a designated position on an alarm panel;
- (2) Via a private alarm service company relayed to the police or fire department telephone;
- (3) Via an automated telephone alarm system, playing a recorded message when received on the police or fire department telephone; or
- (4) Via an audible or visual signal heard or observed by, or related to, the police or fire department.

Burglary alarm means an alarm designed to indicate a condition of any unlawful entry, forced entry or attempted forced entry.

False alarm means the activation of an alarm by any means which does not represent the designated condition.

Fire alarm means an alarm system designed to indicate the presence of fire and/or smoke.

Robbery alarm means an alarm designed to indicate a robbery (holdup) is in progress or over with.

Telephone alarm system means any alarm system which automatically transmits by telephone line a recorded electronic or mechanical signal to a telephone instrument at the police department or fire department. Such system is totally automated and requires no relaying or action by a human being.

(Code 1976, §2.2-2)

Sec. 22-32. Intent.

This article is intended to protect the health, safety and welfare of the people of the city by preventing the misuse of police and fire protection resources caused by false alarms and telephone alarm devices, thereby allowing these resources to be accessible and available in the event these resources are truly needed by members of the community.

(Code 1976, §2.2-1)

Sec. 22-33. Penalty.

(a) It shall be unlawful for any person to violate or fail to comply with any of the provisions of this article, and any violator shall be subject to the penalties provided in this article including fees for false alarms, disconnection of alarms and costs and attorney's fees to enforce this article.

(b) Any person alleged to be in violation of the provisions of sections 22-53 through 22-55 shall be subject to the procedures and penalties for code enforcement under section 2-301 et seq.
(Code 1976, §2.2-11; Ord. 551, §1, 1-15-92)

Sec. 22-34. Duty of owner or lessee of premises.

(a) Owners or lessees of any alarm system shall provide response to the alarm location, when requested, in order to reset or disable the alarm system within one hour of notification. Failure to provide such response shall result in a charge of \$50.00 for each such occurrence.

(b) The operator of every place of business which utilizes an alarm system shall provide, visible from the exterior of the business and adjacent to the main entrance, a minimum of three current working telephone numbers of persons to be notified in case of emergency or in lieu thereof have on file with the police and fire departments three current working telephone numbers of persons to be notified in case of emergency.

(c) All alarm systems having an audible or visual signal at the premises shall be so equipped so as to automatically shut off the audible or visual signal after 15 minutes, except those systems required by law to have a longer operating period, in which case the system shall be so equipped as to automatically shut off the audible or visual signal at the conclusion of the longer required operating time.
(Code 1976, §2.2-3)

Sec. 22-35. Equipment maintenance.

(a) Each subscriber, at his expense, is required to maintain all components of his alarm system in good working order at all times to ensure that the sensory mechanism used in connection with such device is adjusted to suppress false indications of holdups or intrusions or fire or smoke conditions so that the device will not be activated by impulses due to short flashes of light, wind, noises, vehicular noise or other forces unrelated to genuine alarms.

(b) No alarm system designed to transmit emergency messages shall be tested or demonstrated without first notifying the police department and fire department.

(c) Fire alarm systems shall be required to have a maintenance contract for testing and inspections in accordance with National Fire Protection Association (NFPA) standards; for example, smoke and/or heat detectors, manual pull stations and water flow alarms (sprinkler systems). Copies of the maintenance contract and test results of the fire alarm system shall be forwarded to the fire chief within 30 days from the date of the test.
(Code 1976, §2.2-4)

Sec. 22-36. Response to alarms; corrective actions; reports required; fees charged.

(a) For each response by the police department/fire department to an alarm, the department will cause a report to be filed, classifying the alarm as one of the following:

- (1) False alarm (including a false alarm due to faulty maintenance) or system test with no notification.
- (2) Valid alarm for cause designated.

(b) Upon the reception of a second false alarm within nine months, the police department or fire department shall issue a written warning notice to the owner or lessee of the premises involved. The owner or lessee shall file a written report with the police department/fire department within five working days indicating any and all measures taken to reduce false alarms.

(c) There shall be a service fee charged for any occurrence set forth in subsection (a)(1) of this section according to the following schedule:

- (1) First response (none in last nine months): verbal warning.
- (2) Second response (within nine months): written warning.
- (3) Third response and up (within nine months): \$50.00 fee.

There shall be no service fee for a response to a valid alarm.

(d) Upon failure of an owner or lessee of a premises to pay a fee specified within ten days, the police chief or fire chief shall be authorized to disconnect or order the disconnection of the alarm system, and it shall be unlawful to reconnect or fail to disconnect the alarm system unless and until appropriate corrective action has been taken and the connection of an alarm system is authorized by the police chief/fire chief. No disconnection or deactivation shall be ordered or made as to any premises required by law to have an alarm system in operation. The owner or lessee shall be responsible for all costs incurred in collecting the service fee, including attorney's fees.

(e) If an owner or lessee of a premises disputes or disagrees with the final decision of the chief of police or fire chief, the owner or lessee may appeal the decision to the city manager upon paying a filing fee of \$10.00. No separate notice of publication of the appeal shall be required.
(Code 1976, §2.2-9)

Sec. 22-37. Telephone alarm devices.

Telephone alarm devices will be so constructed or installed so as to not seize or otherwise hold or preempt the telephone lines of the police or fire department.
(Code 1976, §2.2-10)

Secs. 22-38 thru 22-50. Reserved.

Division 2. Permit

Sec. 22-51. Required.

(a) No person shall install or operate an alarm system serving a premises or a building, or portion thereof, unless an alarm permit in the form of a decal has been issued under this division, and is in force, authorizing the use of the alarm.

(b) Any after-the-fact permit issued to persons who initially failed to obtain a permit shall be issued at twice the cost of the permit fee.
(Code 1976, §2.2-5)

Sec. 22-52. Application.

(a) Application for alarm permits shall be made to the city on forms provided by the city. The application shall be signed by the alarm user and shall provide the following information:

- (1) Name, address and telephone number of the alarm user.
- (2) Address and telephone number of the alarm user's premises or building to be served by the alarm.
- (3) The name, address and telephone number of the person in charge of the premises or building served by the alarm.
- (4) The name, address and telephone number of the person or entity installing the alarm.
- (5) The name, address and telephone number of the person or entity monitoring the alarm.
- (6) The name, address and telephone number of the person or entity providing maintenance and repair service to the alarm.

(b) An amended application shall be filed within ten days after any change in the information provided in the application. Upon such amendment, a new alarm permit shall be issued without charge or fee. *(Code 1976, §2.2-6)*

Sec. 22-53. Term, validity.

An alarm permit shall have a term of one year from date of issuance, the term to begin October 1 and end September 30. Any alarm permit issued after October 1 will be valid through September 30. *(Code 1976, §2.2-7(a))*

Sec. 22-54. Fees.

A fee of \$15.00 shall be charged to the alarm user by the city for the initial permit issued under this division to defray the cost of regulation. No renewal fee shall be charged as long as a renewal application is received before October 1 of each year. If a renewal application is not received before October 1 of each year, a \$15.00 administration fee will be charged. *(Code 1976, §2.2-7(b))*

Sec. 22-55. Transfer.

Any alarm permit issued pursuant to this division shall not be transferable or assignable and shall cover only one building or premises. *(Code 1976, §2.2-7(c))*

Sec. 22-56. Issuance.

(a) An alarm permit shall be issued to the alarm user by the city within ten days after receipt of the completed application by the city.

- (b) An alarm permit shall be denied if:
- (1) The requested information is not supplied on the application.
 - (2) Material information on the application is incorrect.
 - (3) Any person or entity listed on the application under section 22-52(a)(4), (5) and (6) does not

possess any required occupational or regulatory license to conduct the activities required by section 22-52(a)(4), (5) and (6), unless the person or entity is the alarm user.

(Code 1976, §2.2-8)

ARTICLE III. HAZARDOUS MATERIALS INCIDENTS COST RECOVERY

Sec. 22-60. Intent and purpose; statutory authority; jurisdiction.

(a) *Intent and purpose.* This article is intended to provide for recovery by the city, a political subdivision, its agencies or agents, of costs incurred in response and recovery efforts related to hazardous material incidents. In addition, it is intended to provide for cost recovery for damages to natural resources and government-owned properties.

(b) *Authority.* The city council has the authority to adopt this article pursuant to the provisions of Chapters 166 and 252, Florida Statutes. When the Satellite Beach Fire Department provides response for hazardous materials incidents it shall have the authority to take whatever action it determines to be necessary to contain and mitigate the situation in the interest and well-being of the public. The fire department personnel shall be authorized to contact hazardous waste disposal companies to provide expeditious mitigation of hazardous materials incidents. Severity and toxicity of the incident may be considered in evaluating the response capability of each private company for each incident.

(c) *Jurisdiction.* This article shall apply to the City of Satellite Beach, located in Brevard County in the State of Florida.

Sec. 22-61. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Costs means and includes but is not limited to:

- (1) All costs incurred for remedial actions, to include response, incident assessment, control, containment, abatement, disposal, including costs associated with transportation, temporary storage, permanent storage or disposal of hazardous materials if such transportation, temporary storage, permanent storage or disposal is necessary to control, contain and abate the hazardous materials incident.
- (2) Damages for injury to, destruction of or loss of natural resources, as determined by the appropriate local, state or federal agency, including the reasonable costs of assessing such injury, destruction or loss resulting from a hazardous material incident.
- (3) Health costs for persons or animals injured from or costs of any health assessment or health effects study carried out as a necessity resulting from a hazardous material incident.
- (4) Costs of labor, including benefits, overtime and administrative overhead, for time devoted specifically to the hazardous materials incident including personnel costs to “backfill” when necessary in order to maintain sufficient personnel for response to other emergencies or requests for service.
- (5) Costs of equipment, operation, leasing, repair and replacement where necessary.
- (6) Costs of contract labor and equipment.

- (7) Costs of labor and equipment, including rental or leased equipment, utilized or contracted by the City of Satellite Beach to the extent such labor and equipment is necessary for emergency response, incident assessment, control, containment and abatement of the immediate hazard. Costs for equipment, owned and operated by the City of Satellite Beach and owned and operated by a governmental agency shall be those contained in the Federal Emergency Management Agency (FEMA) Schedule of Equipment rates in force at the time of the incident. Rates for equipment not listed in the schedule will be requested from FEMA if necessary. Labor costs of operators are not included in the schedule and shall be considered as separate.
- (8) Costs of materials such as sorbents, foam, dispersants, neutralization agents, overpack drums or containers, etc.
- (9) Costs of supervision and verification of cleanup and abatement.

Hazardous material means any substance or material defined, listed, characterized or classified as a hazardous material, hazardous substance, hazardous waste or toxic substance according to chapter 38F-41, Florida Administrative Code (the Florida Substance List); title 40 Code of Federal Regulations 261 (Identification and Listing of Hazardous Wastes); title 40 Code of Federal Regulations 3,021.4 (Designation of Hazardous Substances); title 40 Code of Federal Regulations 355, appendices A and B (List of Extremely Hazardous Substances); and title 49 Code of Federal Regulations 172.101 and 172.102 (Hazardous Materials Tables).

Hazardous material incident means actual or threatened release of hazardous substances or materials, including hazardous waste, which pose an imminent threat to the health, safety or welfare of the population.

Hazardous substance means a substance or material that the United States Secretary of Transportation has determined is capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and has designated as hazardous under section 5103 of Federal hazardous materials transportation law (49 U.S.C. 5103). The term includes hazardous substances, hazardous wastes, marine pollutants, elevated temperature materials, materials designated as hazardous in the Hazardous Materials Table (see 49 C.F.R. 172.101), and materials that meet the defining criteria for hazard classes and divisions in 49 C.F.R. 173.

Natural resources means land, fish, wildlife, biota, air, water, groundwater, drinking water supplies and other such resources belonging to, managed by, held in trust by, appertaining to or otherwise controlled by the county, county agencies and the municipalities.

Person means an individual, firm, corporation, association, partnership, commercial entity, consortium, joint venture, governmental entity or any other legal entity.

Recovery means a phase of emergency management which restores the site of an incident to pre-emergency conditions.

Release means the accidental or intentional, sudden or gradual spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment (including the abandonment or discarding of barrels, containers and other receptacles containing any hazardous material or substance or waste or pollutant or contaminant).

Response means a phase of emergency management which occurs during and immediately following an incident, provides emergency assistance to victims of the event, and reduces the likelihood of secondary damage.

Responsible party means the person whose negligent or intentional act or omission caused a release, or the person who owned or had custody or control of the hazardous substance or waste at the time of such release without regard to fault or proximate cause, or the person who owned or had custody or control of the container which held the hazardous substance at the time or immediately prior to such release without regard to fault or proximate cause.

Sec. 22-62. Liability for costs.

(a) Any responsible party who causes a hazardous material incident shall be liable for the payment of all costs incurred by the city and its agents for response to and remediation of such an incident.

(b) The city will seek all available remedies at law, to include the provisions of this article, against any parties responsible for any environmentally damaging event, to include those actions and remedies available under the U.S. Bankruptcy Code relating to such matters.

Sec. 22-63. Collection and disbursement of funds.

(a) *Agent for collection.* The city department of finance may serve as the city's agent for collecting invoices and billing the responsible party for costs. Agencies of the city and organizations responding to a hazardous materials incident at the request of the city will be eligible to submit bills. A third party cost recovery collection service may be utilized by the city.

(b) *Submission of invoices.* Invoices identifying eligible costs under this article shall be submitted to the department of finance within thirty days after the cost was incurred or identified. Submitted invoices should include sufficient documentation for cost reimbursement (i.e., copies of time sheets for specific personnel, copies of bills for materials, equipment and supplies procured or used, etc.). Accepting invoices from agencies outside the city shall not incur liability to the city to pay costs from such agencies until payment is received by the city from the responsible party.

(c) *Method of payment.* The department of finance shall submit one or a series of consolidated invoices to the responsible party identifying agencies, agents or municipalities and their specific costs of reimbursements. The responsible party shall issue a certified check to each eligible agency, agent or municipalities requesting cost recovery for the amount incurred, within 60 days of receiving a consolidated invoice.

(d) *Hazardous material incident trust fund.* Any moneys recovered under this article and not identified for a specific cost reimbursement category shall be retained in a hazardous material incident trust fund. Trust fund moneys shall be used to defray hazardous material costs to include but not limited to, training of personnel, hazardous materials abatement equipment and personnel protective equipment. The city council must approve any expenditures from the Hazardous Materials Incident Trust Fund.

Sec. 22-64. Methods of enforcement.

(a) *Supplemental Beneficial Projects (SBP).* This article shall not prohibit the City of Satellite Beach from entering into binding agreements with the responsible party for monetary payment, provided that all or part of the responders agree with the SBP in lieu of payment or the City of Satellite Beach accepts the SBP and compensates the other responders. SBPs are projects which a responsible party agrees to undertake to benefit the emergency response entity but is not otherwise legally required to perform. The SBP must have a direct benefit to the responding entity of the City of Satellite Beach and the value of the SBP can be used to offset monetary payment on a dollar for dollar basis. There is no minimum or maximum amount of monetary payment that can be offset by a SBP.

(b) *Civil action.* The city may enforce the provisions of this article by civil action in a court of competent jurisdiction for the collection of any amounts due under this article plus administrative collection costs and attorneys' fees, or for any other relief that may be appropriate. A certified copy of a judgment in favor of the city may be recorded in the public records and thereafter shall constitute a lien upon any real or personal property owned by such person; and such lien shall be coequal with the lien of all state, district and municipal taxes, superior in dignity to all other liens, titles and claims until paid or extinguished.

(c) *Other remedies.* This article shall not prohibit the city from pursuing any other remedy, whether civil or criminal, or from instituting any appropriate action or proceedings, including injunction in a court of competent jurisdiction, nor shall the recovery of extraordinary expenses under this article in any way release the various parties, or limit them, from legal liability incurred as a result of hazardous material cleanup or abatement as defined under any local, state or federal rule or regulation.

Sec. 22-65. Conflict with other laws.

(a) Whenever the requirements or provisions of this article are in conflict with the requirements or provisions of any other lawfully-adopted ordinance, the more restrictive requirements shall apply as to the matters in conflict, and all provisions of this article not in conflict shall remain in full force and effect.

(b) This article shall not restrict or replace cost recovery from funding sources available under state and federal regulations including but not limited to the revolving fund established under section 311(K) of the Federal Water Pollution Trust Fund established under Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9611); the Hazardous Materials account of the Florida Division of Emergency Management Operating Trust Fund established under Chapter 32, Florida Statutes, and the Florida Coastal Protection Trust Fund established under Chapter 376, Florida Statutes.
(Ord. 1000, §1, 12-3-08)

END CHAPTER 22