

**THE CORPORATION OF THE CITY OF WINDSOR  
POLICY**

Service Area:	<b>Office of the City Solicitor</b>	Policy No.:	SOP GO 03.3-2015
Department:	<b>Fire &amp; Rescue Services</b>	Approval Date:	<b>February 17, 2015</b>
Division:		Approved By:	<b>CR31/2015</b>
		Effective Date:	<b>February 17, 2015</b>
Subject:	<b>Fire Lock Box Program Policy</b>	Procedure Ref.:	N/A
Review Date:	<b>February 17, 2020</b>	<i>Pages:2</i>	Replaces: CR 231/95
Prepared By:	Brittney Yeats		Date: March 6, 1995

**1. POLICY**

This policy provides for the installation of fire lock boxes in publically and privately owned buildings, at no cost to the City.

**2. PURPOSE**

2.1 This policy is intended to

- 2.1.1 Assist in ensuring quick and efficient access to buildings when responding to fire alarms;
- 2.1.2 Establish response protocols for buildings with and without lock boxes.

**3. SCOPE**

This policy applies to all private and publically owned buildings within the City of Windsor.

**4. RESPONSIBILITY**

4.1 The Chief of Fire & Rescue Services is responsible for:

- 4.1.1 Entering into agreements with building owners as attached hereto in Schedules A and B, for the purposes of installing and maintaining security of lock boxes;
- 4.1.2 Ensuring adequate controls are in place for the safekeeping of lock box keys;
- 4.1.3 Ensuring the successful implementation of this policy;
- 4.1.4 Reviewing this policy, at a minimum every five years, and updating as required.

4.2 The Fire Prevention Division is responsible for administering the registration process for the lock box program.

4.3 The Chief Fire Prevention Officer is responsible for maintaining all records associated with the lock box program.

## **5. GOVERNING RULES AND REGULATIONS**

### Enrolment in Program

- 5.1** Building owners that are interested in arranging to have a lock box installed on their premises are required to enter into an agreement with Fire & Rescue Services and must pay the associated administration fee.
- 5.2** Building owners shall be responsible for purchasing an appropriate lock box according to the specifications of Fire & Rescue Services. Lock boxes can be obtained at a local locksmith.
- 5.3** Notwithstanding subsection 5.1 an administrative fee shall not apply to the installation of lock boxes at City owned facilities.

### Response Protocols

#### **5.4** Building with a lock box installed

- 5.4.1** Where an alarm sounds and there are no visible signs of fire, firefighters will access the premises for inspection with keys from the lock box.
- 5.4.2** In the event of a false alarm, firefighters will secure the building and the owner will be notified to reset the alarm.
- 5.4.3** Should an emergency condition be determined to exist, Fire & Rescue Services shall respond immediately.

#### **5.5** Building without a lock box

- 5.5.1** Where an alarm sounds and there are no visible signs of fire, the owner will be notified to attend the site to reset the alarm and firefighters will return to their stations.
- 5.5.2** If the owner subsequently determines a fire emergency exists, the alarm will be called in and Fire & Rescue Services will respond immediately.
- 5.5.3** Should firefighters notice any visible signs that indicate an emergency condition exists; they will use forcible entry tactics to gain access to such building.
- 5.5.4** Fire & Rescue Services is not responsible for any damage caused from forcible entry to a premise.

## **6. RECORDS, FORMS AND ATTACHMENTS**

- 6.1** Records will be retained in accordance with the record retention requirements of the Municipal Freedom of Information and Protection of Privacy Act and the City of Windsor's Records Retention Disposal By-Law #21-2013, as amended from time to time.
- 6.2** Relevant forms include the Lock Box Program Agreement and Residential Lock Box Program Agreement attached hereto as Schedules A and B. Any minor amendments to the agreements attached hereto will be subject to the approval of the City Solicitor.

**SCHEDULE A – COMMERCIAL/INDUSTRIAL/INSTITUTIONAL AGREEMENT**

**LOCK BOX PROGRAM**

RE: \_\_\_\_\_  
Windsor, Ontario [the "Premises"]

THIS AGREEMENT made, in triplicate, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

BETWEEN:

THE CORPORATION OF THE CITY OF WINDSOR

hereinafter called the "City" of the First Part;

and

\_\_\_\_\_  
hereinafter called the "Participant" of the Second Part.

WHEREAS Participant represents that Participant owns, leases or is otherwise entitled to the exclusive possession of the Premises;

AND WHEREAS Participant desires to participate in the "**Lock Box Program**" administered by the City's Fire & Rescue Services Department , in accordance with Council Resolution Number CR\_/2015 as may be amended from time to time (which Policy and amendments are referentially incorporated herein);

NOW THEREFORE in consideration of the recited matters and other good and valuable consideration including the sum of ONE DOLLAR of lawful money of Canada (the receipt and sufficiency whereof are hereby acknowledged) the parties covenant and agree as follows:

1] The Participant shall purchase a lock box from a supplier approved by the City's Fire & Rescue Services Department. The Participant shall install and maintain the said lock box on the Premises. Said lock box shall be installed by the Participant at a location on the premises approved by the City's Fire & Rescue Services Department.

2] The Participant shall provide a key to the City's Fire & Rescue Services Department for the said lock box. The City's Fire & Rescue Services Department shall use the lock box key to gain entry into the Premises only in case of fire or suspected fire.

3] The Participant provides the City's Fire & Rescue Services Department shall have, during the time that the Participant participates in the Lock Box Program, the right to enter the Premises by utilizing the key in the lock box, during the term of this agreement. Such right may be exercised by the City's Fire & Rescue Services Department without providing prior notice to the Participant in the event of fire or suspected fire.

4] The Participant HEREBY RELEASES the City, its officers and employees from and against all claims, demands, losses, costs, charges and other proceedings as a result of loss, damage or injury to any person (including death) or property directly or indirectly arising out of the operation of the Lock Box Program. This provision shall survive any termination of this Agreement.

5] This Agreement shall continue until terminated by either party upon the giving of 90 days written notice thereof, provided, however, that in the event of any breach hereof such termination may be made effective on less or no notice as the terminating party deems appropriate.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first above appearing.

THE CORPORATION OF THE CITY OF WINDSOR

Per: \_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Participant Name (please print)

\_\_\_\_\_  
Participant Signature

**SCHEDULE B – RESIDENTIAL AGREEMENT**

**RESIDENTIAL LOCK BOX PROGRAM**

RE: \_\_\_\_\_  
Windsor, Ontario [the “Premises”]

THIS AGREEMENT made, in triplicate, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

BETWEEN:

THE CORPORATION OF THE CITY OF WINDSOR

hereinafter called the “City” of the First Part;

and

\_\_\_\_\_

hereinafter called the “Participant” of the Second Part.

WHEREAS Participant represents that Participant owns, leases or is otherwise entitled to the exclusive possession of the Premises;

AND WHEREAS Participant desires to participate in the “**Lock Box Program**” administered by the City’s Fire & Rescue Services Department, in accordance with Council Resolution CR\_/2015 as may be amended from time to time (which Policy and amendments are referentially incorporated herein);

NOW THEREFORE in consideration of the recited matters and other good and valuable consideration including the sum of ONE DOLLAR of lawful money of Canada (the receipt and sufficiency whereof are hereby acknowledged) the parties covenant and agree as follows:

1] The Participant shall purchase a lock box from a supplier approved by the City’s Fire & Rescue Services Department. The Participant shall install and maintain the said lock box on the Premises. Said lock box shall be installed by the Participant at a location on the premises approved by the City’s Fire & Rescue Services Department.

2] The Participant shall provide a key to the City's Fire & Rescue Services Department for the said lock box. The City's Fire & Rescue Services Department shall use the lock box key to gain entry into the Premises only in case of fire or suspected fire.

3] The Participant provides the City's Fire & Rescue Services Department the right to enter the Premises by utilizing the key in the lock box, during the term of this agreement. Such right may be exercised by the City's Fire & Rescue Services Department without providing prior notice to the Participant in the event of fire, suspected fire or medical emergency.

4] The Participant HEREBY RELEASES the City, its officers and employees from and against all claims, demands, losses, costs, charges and other proceedings as a result of loss, damage or injury to any person (including death) or property directly or indirectly arising out of the operation of the Lock Box Program. This provision shall survive any termination of this Agreement.

5] This Agreement shall continue until terminated by either party upon the giving of 90 days written notice thereof, provided, however, that in the event of any breach hereof such termination may be made effective on less or no notice as the terminating party deems appropriate.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first above appearing.

THE CORPORATION OF THE CITY OF WINDSOR

Per: \_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Participant Name (please print)

\_\_\_\_\_  
Participant Signature