Chapter Comm 30

FIRE DEPARTMENT SAFETY AND HEALTH STANDARDS

Subchapter I — Purpose and Scope
Comm 30.001 Purpose. Pursuant to s. 101.055 (3) (a), Stats., the purpose of this chapter is to establish minimum safety and health standards for public sector fire department employees.

Comm 30.002 Scope. In addition to the requirements in ch. Comm 32, this chapter contains minimum requirements for an occupational safety and health program for public sector fire department employees involved in fire department operations.

Comm 30.003 Application. (1) COVERED. This chapter applies to all fire departments having public employees, whether existing prior to the effective date of this chapter or subsequently established.

(2) NOT COVERED. This chapter does not apply to private sector employer fire companies and fire departments either of which are organized as non–stock, non–profit corporations under ch. 181, Stats., or under ch. 213, Stats., without the input of a municipality.

Subchapter II — Definitions
Comm 30.004 Definitions. The definitions listed below apply to all of the subchapters of this chapter.

Subchapter III — Enforcement
Comm 30.005 Enforcement. Despite the provisions of s. 13.93 (2w) (b) 6 and 7, Stats., this chapter does not apply to all public employees.

Note: Chapter Comm 32 contains additional safety and health requirements for all public employees.

Subchapter IV — Adopted Standards
Comm 30.006 Adopted standards. The requirements of this chapter are based upon 29 CFR section 1910.156 (b) (2) of the OSHA regulations.

Subchapter V — Organization
Comm 30.007 Organization. (1) “Aerial device” means any extendable or articulating device that is designed to position fire fighters and handle firefighting equipment.

(2) “Approved” means acceptable to the department.

(3) “Authority having jurisdiction” means the department.

(4) “Basic life support” means emergency medical treatment at a level authorized to be performed by emergency medical personnel, as defined in s. 941.37 (1) (c), Stats.

(5) “Department” means the department of commerce.

(6) “Emergency operation” means the provision of firefighting, law enforcement, medical or other emergency service.

(7) “Fire apparatus” means a vehicle used for firefighting.

(8) “Fire chief” means the highest ranking officer in charge of a fire department.

(9) “Fire department” means any public organization engaged in firefighting.

(10) “Fire fighter” means any person performing the powers and duties of a fire department, whether or not that person is engaged in emergency operations. “Fire fighter” includes full–time and part–time employees and paid and unpaid volunteers.

(11) “Fire fighter organization” means an organization that represents the collective and individual rights and interests of fire fighters, such as a collective bargaining group or a fire fighters association. “Fire fighter organization” includes any organization

Register, June, 2002, No. 558
that fire fighters authorize to represent their interests in negotiations with fire department managers.

(12) "Fire fighting" means any activity related to controlling and extinguishing an unwanted fire or a fire set for training fire fighters, including any activity that exposes a fire fighter to the danger of heat, flame, smoke or any other product of combustion, explosion or structural collapse, but does not include any activities pertaining to fighting wildland fires.

(13) "Fire vehicle" means any vehicle operated by a fire department, including fire apparatus.

(14) "Hazardous atmosphere" means any atmosphere that is oxygen deficient or that contains a toxic or disease producing contaminant, whether or not it is immediately dangerous to life or health.

(15) "Imminent hazard" means an act or condition that presents a danger to persons or property that is so urgent and severe that it requires immediate corrective or preventive action.

(16) "Incident command system" means an organized system of roles, responsibilities and suggested operating guidelines used to manage and direct emergency operations.

(17) "Member" means a person involved in performing the duties and responsibilities of a fire department, under the auspices of the organization. For the purposes of this chapter, a fire department member:

(a) May be a full-time or part-time employee, or a paid or unpaid volunteer;

(b) May occupy any position or rank within the fire department; and

(c) May or may not engage in emergency operations.

(18) "New", as it relates to s. Comm 30.08, means a person hired, appointed or promoted to a position within an individual fire department after April 1, 1991.

(19) "Occupational illness" means an illness or disease caused or aggravated by serving as a fire fighter.

(20) "Occupational injury" means an injury sustained during the performance of the duties, responsibilities and functions of a fire fighter.

(21) "Officer in command" means a fire fighter assigned to direct emergency operations or manage the activities of a group of fire fighters.

(22) "Service test" means the regular, periodic inspection and testing of apparatus and equipment, according to an established schedule and procedure, to ensure that it is in safe and functional operating condition.

(24) "Special hazard" means a substance, device, event, circumstance or condition that presents an unusual and severe danger to fire fighters or an abnormally high level of fire danger. Special hazards include water rescue, confined space entry, high-angle rescue, and operations requiring specialized training.

(25) "Suggested operating guideline" means an organizational directive that establishes a standard course of action.

(26) "Structural fire fighting" means fire fighting that involves buildings, enclosed structures, enclosed vehicles or enclosed vessels.

Subchapter III — Administration and Enforcement

Comm 30.011 Inspections. (1) RIGHT OF ENTRY TO INVESTIGATE OR INSPECT. The authorized representatives of the department, upon presentation of the appropriate credentials to an employer, may:

(a) Enter without delay and at reasonable times any building, place of employment or workplace of a public employer, or an environment where work is performed by an employee of the employer; and

(b) Inspect and investigate during regular working hours and at other reasonable times, and within reasonable limits and in a reasonable manner, any place of employment and all pertinent conditions, structures, machines, apparatus, devices, equipment, and materials therein, and question privately any employer or employee.

(2) PARTICIPATION IN INSPECTIONS. Pursuant to s. 101.055 (5), Stats., a representative of the employer, an employee, or an employee representative shall be provided an opportunity to accompany a department inspector on any inspection made under this chapter.

(3) REQUESTS FOR INSPECTIONS. (a) Any person who believes a safety or health standard or variance is being violated, or that a situation exists which poses a recognized hazard likely to cause death or serious physical harm, may request the department to conduct an inspection.

(b) If an employee or employee representative requesting an inspection so designates, that person’s name may not be disclosed to the employer or any other person, including any state agency except the department.

(c) When determined necessary by the department, a request for inspection shall be made on a form provided by the department.

Note: Copies of the complaint registration form (SBD-192) may be obtained from the Safety and Buildings Division, P.O. Box 7302, Madison, Wisconsin 53707-7302.

(4) ORDERS. Pursuant to s. 101.055 (6), Stats., the department shall issue orders for violation of this chapter.

Subchapter IV — Adopted Standards

Comm 30.02 Incorporation of standards by reference. (1) NEFA STANDARDS. The following standards of the National Fire Protection Association, One Battery March Park, P.O. Box 9101, Quincy, Massachusetts, 02269-9101 are hereby incorporated by reference into this chapter:

Unofficial Text (See Printed Volume). Current through date and Register shown on Title Page.

(c) NFPA 1021–1997 Standard for Fire Officer Professional Qualifications.
(g) NFPA 1914–1997, Standard for Testing Fire Department Aerial Devices.

(2) CGA STANDARDS. The following standard of the Compressed Gas Association, 1235 Jefferson Davis Highway, Arlington, Virginia 22202 is hereby incorporated by reference into this chapter.


Note: Copies of the adopted standards are on file in the offices of the department, the secretary of state and the reviser of statutes. Copies of the standards may be purchased through the respective organizations.

History: Cr. Register, August, 1993, No. 476, eff. 9–1–95; CR 01–044. r. and recc. Register December 2001 No. 552, eff. 1–1–02.

Subchapter V — Organization

Comm 30.03 Fire department safety position.

(1) ASSIGNMENT. (a) Each fire department shall have a safety position.

(b) The safety position shall assist the fire chief in his or her responsibility for the safety and health of the fire fighter.

(c) The safety position shall report directly to the fire chief.

Note: The safety position may be filled by a single individual or by several individuals as determined by need and at the discretion of the fire chief. When several individuals are assigned to the position, at least one should be a member of the occupational safety and health committee. The intent of the rule is to staff the safety position with existing personnel, which may be filled by a fire department member who performs other duties in addition to those set forth in this section.

(2) QUALIFICATIONS. The safety position shall:

(a) Be a fire department member;

(b) Have a knowledge of state and local laws regulating fire fighter safety and health;

(c) Have a knowledge of the potential safety and health hazards involved in fire fighting; and

(d) Have a knowledge of the principles and techniques of managing a safety and health program.

(3) AUTHORITY. The safety position shall:

(a) Have the responsibility to identify and recommend corrections of violations of safety and health standards;

(b) Have the authority to recommend immediate correction of situations that create an imminent hazard to personnel; and

(c) Have the authority to alter, suspend or terminate activities at the emergency scene when he or she judges those activities to be unsafe or an imminent hazard.

(4) FUNCTIONS. The safety position shall:

(a) Be a member of the safety and health committee, and maintain a liaison with staff officers, fire fighters, equipment manufacturers, regulatory agencies, safety specialists and the fire department physician;

(b) Develop and revise rules and regulations and suggested operating guidelines pertaining to safety and health, and report to the fire chief on the adequacy and effectiveness of the rules and regulations. The fire chief shall define the role of the safety position in the enforcement of the rules and regulations;

(c) Identify and mitigate safety hazards at incidents, and be involved in post-incident critiques; and

(d) Ensure that training in safety procedures is provided to all fire fighters. Training shall address corrective actions recommended by accident investigations.

History: Cr. Register, August, 1993, No. 476, eff. 9–1–95; CR 01–044. am. (1) (b), Register December 2001 No. 552, eff. 1–1–02.

Comm 30.05 Occupational safety and health committee. (1) Every fire department shall establish an occupational safety and health committee which shall advise the chief of the fire department on issues related to the program. The committee shall include representatives of fire department management and fire fighters or representatives of fire fighter organizations or other persons. Any representatives of a fire service organization shall be selected by the fire fighter organization. The chief of the fire department shall appoint the other members of the committee.

(2) The committee appointed under sub (1) shall:

(a) Conduct research, develop recommendations and study and review matters pertaining to the program; and

(b) Hold regularly scheduled meetings at least biannually and may hold special meetings as it determines necessary. The committee shall make a written record of its meetings available to all fire fighters in the fire department.

History: Cr. Register, August, 1993, No. 476, eff. 9–1–95.

Comm 30.06 Records. Every fire department shall:

(1) Establish a data collection system and maintain permanent records of all reported accidents, injuries, illnesses and deaths that are or may be job related. The system shall include individual records of any occupational exposure to known or suspected toxic products or contagious diseases.

(2) Maintain a training record for each fire fighter indicating dates, subjects covered and certifications achieved.

History: Cr. Register, August, 1993, No. 476, eff. 9–1–95.

Subchapter VI — Training and Education

Comm 30.07 Training and education. (1) Every fire department shall:

(a) Establish and maintain a training and education program for fire fighters to prevent occupational accidents, deaths, injuries and illnesses.

(b) Provide training and education that does all of the following:

1. Prepares a fire fighter to safely perform his or her duties.

2. Prepares a fire fighter for any change in a procedure or technology or for any new hazard identified in his or her work environment.

3. Prepares a new fire fighter whose duties include emergency operations to perform emergency operations. The training under this subdivision shall include training in the incident command system under s. Comm 30.14 (1) (b).

4. Gives a fire fighter whose duties include structural fire fighting training consistent with established fire ground operating procedures. The training under this subdivision shall be at least monthly, shall be based on each fire department's suggested operating guidelines which are maintained in written form and which address all emergency scene operations, and shall be supervised by qualified instructors.

Note: A qualified instructor can be anyone who is knowledgeable in the topic, and not necessarily an instructor from the Wisconsin technical college system.
Comm 30.07

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5. Prepares a fire fighter for special hazards to which he or she may be exposed during fires and other emergencies. The procedures for actions to address special hazards shall be in writing.

(2) (a) All training and education under sub. (1) shall be provided by individuals who are qualified to teach the subject they are teaching.

(b) The training shall be overseen by the fire chief or a designee who has completed at least the 12-hour National Fire Academy Field Course for Instructional Techniques for Company Officers or equivalent.

(3) A fire department shall provide the training required under sub. (1) (b) 1. and 2. biannually or more often, if necessary.

(4) Any training of fire fighters which includes live fire fighting exercises shall be conducted in compliance with NFPA 1403.

(5) A training program for any fire fighter engaged in ground operations shall include procedures to effect his or her safe exit from a dangerous area if equipment fails or fire conditions change suddenly.

History: Cr. Register, August, 1995, No. 476, eff. 9-1-95.

Comm 30.08 Employment standards. (1) (a) Any new fire fighter engaged in structural fire fighting shall meet the minimum requirements specified by:

1. The Wisconsin technical college system board;

2. An approved state apprenticeship program;

3. An in-house training program approved by the Wisconsin technical college system board;

4. NFPA 1001.

(b) All new fire fighters shall be permitted the opportunity to obtain the training specified in this subsection within 24 months of the date of his or her appointment to the fire department.

(c) No new fire fighter may be permitted to participate in structural fire fighting activities which require the individual to enter or be in close proximity to the building, enclosed structure, vehicle or vessel until that individual has completed the training specified in this subsection.

(2) (a) Every new pumper operator or new aerial operator shall meet the minimum requirements specified by:

1. The Wisconsin technical college system board;

2. An approved state apprenticeship program;

3. An in-house training program approved by the Wisconsin technical college system board;

4. NFPA 1002.

(b) New pumper operators and new aerial operators shall obtain the training specified in this subsection within 12 months of the date of appointment.

(3) A new fire officer, after appointment, shall be provided with the opportunity to take the basic officer training program within 12 months of appointment. The training program shall meet the minimum requirements specified by:

(a) The Wisconsin technical college system board;

(b) An approved state apprenticeship program;

(c) An in-house training program approved by the Wisconsin technical college system board;

(d) NFPA 1021.

(4) Any member of a fire department on March 31, 1991, shall have his or her level of ability and training specified in writing by the fire chief or shall have a current fire fighter certification from the Wisconsin technical college system board. The level of ability and training specified by the fire chief may not be transferred to any other fire department.

History: Cr. Register, August, 1995, No. 476, eff 9-1-95.

Subchapter VII — Vehicles and Equipment

Comm 30.09 Vehicles. (1) Every fire department shall:

(a) Give substantial consideration to the health and safety of fire fighters in relation to the specification, design, construction, acquisition, operation, maintenance, inspection and repair of all vehicles and equipment.

(b) Provide helmet and eye protection to any person riding in any part of a fire vehicle that is not enclosed and require that the person wear the protection while riding in that part.

(c) 1. Except as provided in subd. 2., when specifying and ordering any fire apparatus after April 1, 1991, require a sufficient number of seats in an enclosed area for the maximum number of persons who may ride on the apparatus at any time, as specified by NFPA 1901.

2. Fire apparatus manufactured prior to April 1, 1991, may be sold, traded or given to another fire department for use after April 1, 1991, provided the fire apparatus is maintained in accordance with the standards in effect at the time of its manufacture.

(d) Inspect every fire vehicle at least weekly and within 24 hours after any use or repair to identify and correct unsafe conditions and establish a preventive maintenance program. All maintenance, inspections and repairs of fire vehicles shall follow the instructions of the manufacturer.

(e) Take any fire vehicle found to be unsafe out of service until it is repaired and inspect that vehicle before placing it back in service.

(f) Test fire pumps on apparatus as specified in NFPA 1911.

(g) Inspect and service all aerial devices as specified in NFPA 1914.

(2) A driver of a fire vehicle shall have a valid driver's license for the operation of the vehicle. The driver is directly responsible for the safe and prudent operation of the vehicle in all conditions. Any officer directly supervising the driver is responsible for the actions of the driver.

(3) The driver of a fire vehicle may not move the vehicle until every person on the vehicle is seated and secured with a seat belt or safety harness in an approved riding position, except as allowed under sub. (4).

(4) (a) Except as provided in pars. (b) to (d), any person riding on a fire apparatus shall be seated and secured to the vehicle by a seat belt or safety harness at any time the vehicle is in motion. No person may ride on the tail steps or other exposed part of a fire apparatus. No person may stand while riding a fire apparatus.

(b) Emergency medical specialists performing emergency medical duties are exempt from the requirements of par. (a).

(c) Hose loading operations may be performed on moving fire apparatus only when all of the following conditions are met:

1. Hose loading procedures shall be specified in a written standard operating procedure that includes the conditions set forth in this paragraph. All members involved in the hose loading shall be trained in these procedures.

2. There shall be a member, other than those members loading hose, assigned as a safety observer. The safety observer shall have an unobstructed view of the hose loading operation and be in visual and voice contact with the apparatus operator.

3. Nonfire department vehicular traffic shall be excluded from the area or shall be under the control of authorized traffic control persons.

4. The fire apparatus shall be driven only in a forward direction at a speed of 5 mph or less.

5. Members shall not stand on the tailstep, sidesteps, running boards, or any other location on the apparatus while the apparatus is in motion.

6. Members may be in the hose bed, but shall not stand while the apparatus is in motion.

7. Before each hose loading operation, the situation shall be evaluated to ensure compliance with the standard operating procedure. If the standard operating procedure cannot be met, or if there is any question as to the safety of the operation for the spe-
cific situation, the hose shall not be loaded on moving fire appa-
ratus.

(d) Tiller training, where both the instructor and the trainee are
at the tiller position, may be performed on tractor-drawn aerial
apparatus only if all of the following conditions are met:

1. Tiller training procedures shall be specified in a written
standard operation procedure that includes the conditions set forth
in this paragraph. All members involved in tiller training shall be
trained in these procedures.

2. The aerial apparatus shall be equipped with seating posi-
tions for both the tiller instructor and the tiller trainee. Both seat-
ing positions shall be equipped with seat belts for each individual.
The tiller instructor may take a position alongside the tiller
trainee.

3. The tiller instructor’s seat may be detachable. If the instruc-
tor’s seat is detachable, the detachable seat assembly shall be
structurally sufficient to support and secure the instructor. The
detachable seat assembly shall be attached and positioned in a safe
manner immediately adjacent to the regular tiller seat. The detach-
able seat assembly shall be equipped with a seat belt or vehicle
safety harness. The detachable seat assembly shall be attached and
used only for training purposes.

4. Both the tiller instructor and the tiller trainee shall be seated
and belted.

5. The instructor and trainee shall wear and use both helmet
and eye protection if not seated in an enclosed area.

6. If the aerial apparatus is needed for an emergency response
during a tiller training session, the training session shall be termi-
nated, and all members shall be seated and belted in the approved
riding positions. There shall be only one person at the tiller posi-
tion. During the emergency response, the apparatus shall be oper-
ated by qualified operators.

History: Cr. Register, August, 1995, No. 476, eff. 9-1-95.

Comm 30.10 Portable equipment. Every fire department shall:

(1) Visually inspect at least weekly and within 24 hours after
any use all equipment carried on fire apparatus or designated for
training.

(2) Maintain inventory records for equipment carried on each
fire vehicle and for equipment designated for training.

(3) Test all equipment carried on fire apparatus or designated for
training at least annually according to the instructions and
applicable standards of the manufacturer.

(4) Remove from service and repair or replace any fire fight-
ing equipment which is defective or unseaworthy as specified in
the applicable National Fire Protection Association standard.

(5) Inspect and service test all ground ladders.

(6) Inspect and service test all fire hose.

(7) Inspect and test all fire extinguishers.

Note: Under ch. Comm 14, fire extinguishers are to be maintained as specified in
NFPA 10, Standard for Portable Fire Extinguishers.

History: Cr. Register, August, 1995, No. 476, eff. 9-1-95.

Subchapter VIII — Protective Clothing and Protective Equipment

Comm 30.11 Protective clothing and equipment.

(1) Every fire department shall:

(a) Provide each fire fighter with the required fire fighting pro-
tection clothing and the required fire fighting protective equip-
ment to provide protection from hazards related to his or her job
duties, at no cost to the fire fighter.

(b) Require fire fighters to use protective clothing and protec-
tive equipment provided under par. (a) whenever they are exposed
to hazards or potential hazards.

(c) Fully train every fire fighter in the care, use, inspection,
maintenance and limitations of the protective clothing and protec-
tive equipment assigned to them or available for their use.

(d) Use and maintain protective clothing and protective equip-
ment according to the instructions of the manufacturer.

(e) Establish a maintenance and inspection program for pro-
ductive clothing and protective equipment, assigning specific
responsibilities for inspection and maintenance.

(2) Every fire department shall provide any fire fighter engaged
in or exposed to the hazards of structural fire fighting with a protective ensemble that meets the applicable standards
specified in NFPA 1971.

(3) All new protective clothing and protective equipment
provided under this subchapter shall meet the standards specified
in s. Comm 30.02 as referenced in ss. Comm 30.11 to 30.13.

(b) Existing protective clothing and protective equipment shall
meet the National Fire Protection Association standard that was
current when the protective clothing or protective equipment was
purchased or obtained by the fire department.

History: Cr. Register, August, 1995, No. 476, eff. 9-1-95. CR.01-044. r. and recr.
(2), am. (3) (a), Register December 2001 No. 552, eff. 1-1-02.

Comm 30.12 Self-contained breathing apparatus.

(1) Every fire department shall:

(a) Provide self-contained breathing apparatus and require fire
fighters to use the apparatus in any area where the atmosphere is
hazardous, is suspected of being hazardous or may become haz-
dardous.

(b) Provide all fire fighters working below ground level or
inside any confined space with self-contained breathing appara-
tus and require them to use that self-contained breathing appara-
tus unless the safety of the atmosphere can be established by test-
ing and continuous monitoring.

(c) Adopt and maintain a respiratory protection program that
satisfies the requirements of s. 29 CFR 1910.134 as adopted by
reference in ch. Comm 32.

(d) Assure that all sources of compressed gaseous breathing
air, such as compressors, used for filling self-contained breathing
apparatus are tested to assure their compliance with sub. (4).

(e) Hydrostatically test each self-contained breathing appara-
tus tank within the time limits specified by the manufacturer of the
apparatus and by any federal, state or local agency with jurisdic-
tion over the possession and use of the apparatus.

(f) Inspect, use and maintain all self-contained breathing
apparatus as recommended by the manufacturer.

(2) The facepiece seal capability of each member qualified
to use self-contained breathing apparatus shall be verified by
qualitative fit testing on an annual basis and any time that new
types of self-contained breathing apparatus are issued.

(b) Each new member shall be tested before being permitted
to use self-contained breathing apparatus in a hazardous atmos-
phere.

(c) Only members with a properly fitting facepiece shall be
permitted to function in a hazardous atmosphere with self-con-
tained breathing apparatus.

(d) A fire fighter may not wear a beard or facial hair that comes
in contact with a facepiece seal if the fire fighter's duties require
him or her to use a self-contained breathing apparatus. If a fire
fighter wears eyeglasses, the fire fighter shall use frames that do
not pass through the seal area of the facepiece.

(3) A self-contained breathing apparatus of the open-circui-
t design shall be positive pressure. Any self-contained breath-
ing apparatus placed into service after April 1, 1991, shall meet
NFPA 1981 and shall be of the positive pressure type only.

(b) Paragraph (a) does not prohibit the use of a self-contained
breathing apparatus if the apparatus can be switched from a
demand to a positive-pressure mode.
Comm 30.12 WISCONSIN ADMINISTRATIVE CODE

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(c) The apparatus shall be in the positive-pressure mode when fire department members are working in a hazardous atmosphere. 
(d) A closed-circuit type self-contained breathing apparatus shall be approved by the National Institute of Occupation Safety and Health and shall operate in the positive pressure mode only. The supply air tank shall have a minimum service duration of 30 minutes.

Note: The intent of this subsection is to prohibit the use of on demand type breathing apparatus whenever self-contained breathing apparatus is required to be worn.

(4) Compressed gaseous breathing air in a self-contained breathing apparatus cylinder shall meet the requirements of CGA standard G-7.1, with a minimum air quality of Grade D and a water vapor level of less than 25 ppm.

(6) Fire fighters using self-contained breathing apparatus shall operate in teams of 2 or more members who are:
(a) In communication with each other through visual, audible, physical, safety guide rope, electronic or other means to coordinate their activities; and
(b) In close enough proximity to each other to be able to provide assistance in case of an emergency.

History: Cr. Register, August, 1995, No. 476, eff. 9-1-95; CR 01-044: am. (1) r. (5) and (7), Register December 2001 No. 532, eff. 1-1-02.

Comm 30.13 Personal alert safety system; life safety ropes, harnesses and hardware; eye, face and hearing protection. (1) PERSONAL ALERT SAFETY SYSTEMS.

Every fire department shall:
(a) Provide every fire fighter using self-contained breathing apparatus involved in rescue, fire fighting or other hazardous duties with a personal alert safety system and require the fire fighter to use the system.
(b) Test every personal alert safety system at least weekly and prior to each use.
(c) Maintain each personal alert safety system at least weekly and prior to each use.
(d) Use personal alert safety systems which meet the standards specified in NFPA 1982.

(2) LIFE SAFETY ROPES, HARNESSES AND HARDWARE. Every fire department shall:
(a) Use life safety ropes, harnesses and hardware which meet the standards specified in NFPA 1983.
(b) Use Class I life safety harnesses for fire fighter attachment to aerial devices.
(c) Use Class II and Class III life safety harnesses for fall arrest and rappelling operations.
(d) Use unused life safety rope to support the weight of any person during rescue, fire fighting and other emergency operations.
(e) Use for training evolutions, life safety rope which is designated training rope if the rope is inspected before and after each use according to the manufacturer's instructions.
(f) Destroy any training rope subjected to impact loading or showing signs of weakness or wear and maintain a written record of the use of each rope.

(3) EYE, FACE AND HEARING PROTECTION. Every fire department shall:
(a) Provide face and eye protection for any fire fighter engaged in fire suppression and other operations involving hazards to the eyes and face whenever the fire fighter's face is not protected by the full facepiece of a self-contained breathing apparatus. Eye and face protection shall comply with s. 29 CFR 1910.133 as adopted by reference in ch. Comm 32.
(b) Provide hearing protection for any fire fighter operating in a fire apparatus or riding in a fire apparatus when subject to noise in excess of 90 dBA.

Subchapter IX — Emergency Operations

Comm 30.14 Emergency operations. (1) INCIDENT MANAGEMENT. Every fire department shall:
(a) Conduct emergency operations and other hazardous situations, including training exercises, in a manner to recognize hazards and to prevent accidents and injuries.
(b) Establish an incident command system which has written guidelines applying to all fire fighters involved in emergency operations and which identifies fire fighter roles and responsibilities relating to the safety of operations.

Note: Suggested Operating Guidelines have been developed and published by the Wisconsin technical college system board. Copies of the Suggested Operating Guidelines are available at all technical college district campuses.

(c) Train fire fighters involved in emergency operations in the incident command system established under par. (b) and assign safety responsibilities to supervisory personnel at each level of operations.
(d) Require the officer in command of an emergency operation to be responsible for the overall safety of all fire fighters and activities occurring at the scene of the operation.

(e) Require the officer in command of an emergency operation to establish an organization with sufficient supervisory personnel to control the position and function of all fire fighters operating at the scene of that emergency operation to ensure that safety requirements are satisfied.
(f) Use a standard system to identify and account for the assignment of each fire fighter at the scene of an emergency operation.

(g) At an emergency operation where special hazards exist, require the officer in command to assign qualified personnel with specific responsibility to identify and evaluate hazards and to provide direction with respect to fire fighter safety during the operation.

(2) INCIDENT SAFETY REQUIREMENTS. (a) Every fire department shall:
1. Provide sufficient personnel to safely conduct emergency scene operations and limit such operations to those that can be safely performed by the personnel available at the scene.
2. If inexperienced fire fighters are working at an emergency operation, provide direct supervision by more experienced officers or members.
3. If any fire fighter is operating at an emergency operation and his or her assignment places him or her in potential contact with motor vehicle traffic, that fire fighter shall wear:
   1. The helmet specified under s. Comm 30.11 (2) or alternate protective headgear providing equivalent protection; and
   2. A garment with fluorescent retroreflective material.

(3) RESCUE OF MEMBERS. (a) A fire fighter using self-contained breathing apparatus and operating in an interior structural fire shall operate in a team of 2 or more fire fighters. Except in the case of a structural fire which is in the initial or beginning stage and which can be controlled or extinguished by portable fire extinguishers, a back-up team of at least 2 members wearing self-contained breathing apparatus shall be available at the scene for rescue if the need arises. One back-up team member with a charged line shall be committed to a safe non-affected area in or near the structure. The other back-up team member shall remain within voice contact and may be assigned to additional roles so long as this individual is able to perform assistance or rescue activities without jeopardizing the safety or health of any fire fighter working at the scene. If all structural fires in which fire fighters use self-contained breathing apparatus, at least one additional mem-
Subchapter X — Facility Safety


History: CR 01-044: cr. Register December 2001 No. 552, eff. 1-1-02; CR 01-139: am. Register June 2002 No. 558, eff. 7-1-02.

Subchapter XI — Medical

Comm 30.15 Physical and medical capabilities.

(1) The employer shall assure that fire fighters who are expected to do structural fire fighting are physically capable of performing duties which may be assigned to them during emergency operations.

(2) The fire chief may not permit a fire fighter with known heart disease, epilepsy, or emphysema to participate in fire department emergency operations unless a physician's certificate of the firefighter's fitness to participate in such operations is provided.

Note: The intent of this subchapter is not to require an annual physical for each fire fighter.

History: CR 01-044: cr. Register December 2001 No. 552, eff. 1-1-02.

Subchapter XII — Member Assistance Referral Program

Comm 30.16 Member assistance referral program.

(1) Every fire department shall establish and adopt a written policy statement for a fire fighters assistance referral program that identifies and assists fire fighters with alcohol or substance abuse, stress and personal problems adversely affecting their job performance. The assistance program shall refer fire fighters to health care services as appropriate for the recovery of their health and job performance abilities.

(2) Through the program established under sub. (1), every fire department shall provide health promotion activities that identify a fire fighter’s physical and mental health risk factors and provide education and counseling to fire fighters for the purpose of preventing health problems and enhancing overall well-being.

(3) The use of municipal or county programs shall meet the requirements of this section.

History: CR 01-044: cr. Register December 2001 No. 552, eff. 1-1-02.
4. Consolidation: Fire Services Agreement

AMENDED AND RESTATED NORTH SHORE FIRE SERVICES AGREEMENT

Pursuant to the provisions of 61.65 and 66.30 of the Wisconsin Statutes, this agreement is made and entered into as of November 1, 1994 by and between the Village of Bayside, Milwaukee County, Wisconsin ("Bayside"), the Village of Brown Deer, Milwaukee County, Wisconsin ("Brown Deer"), the Village of Fox Point, Milwaukee County, Wisconsin ("Fox Point"), the City of Glendale, Milwaukee County, Wisconsin ("Glendale"), the Village of River Hills, Milwaukee County, Wisconsin ("River Hills"), the Village of Shorewood, Milwaukee County, Wisconsin ("Shorewood"), the Village of Whitefish Bay, Milwaukee County, Wisconsin ("Whitefish Bay") (collectively the "municipalities"), to establish a jointly operated fire and emergency services department, hereinafter called the "North Shore Fire Department".

RECITATIONS

WHEREAS, the parties to the agreement have found it advisable to engage in the provision of a unified, integrated fire and emergency medical service, and, whereas the existing mutual aid agreements do not provide a uniform response to emergencies nor a formula for equitable sharing of costs, and whereas the local governing bodies of the parties have approved a fire consolidation plan, as of September 2, 1994, and attached hereto (Exhibit "A"), to serve as the basis for implementing this agreement.

NOW THEREFORE, in consideration of the following mutual covenants and conditions, the municipalities agree as follows:

1. Board of Directors. The municipalities hereby create and establish a Board of Directors (the "Board of Directors") for the purpose of providing for and oversight of the operations of the North Shore Fire Department, pursuant to Section 66.30 of the Wisconsin Statutes.

   1.1 Board Members and Terms of Office. The Board of Directors shall consist of seven members, which shall consist of the Mayor or Village Presidents of each of the municipalities, or their respective designees. Each municipality may designate an alternate member to serve in the absence of the designated member of the board of Directors, which alternate shall be appointed by the municipality in the manner in which such municipality shall determine.

   1.2 Quorum. A majority of the members of the Board of Directors shall constitute a quorum for the transaction of any business at a meeting of the Board of Directors.

   1.3 Official Action. Except as expressly hereinafter provided in this Agreement, the act of the majority of the members shall be the act of the Board of Directors.

   1.4 Meetings. Meetings of the Board of Directors shall be held not less frequently than once in each calendar quarter and otherwise at the call of the President or upon the written request of at least two members of the Board of Directors. Notice of a meeting of the Board of Directors shall be given to the members in writing not less than twenty-four (24) hours prior to the time of the meeting.

2. Voting Requirements. The affirmative vote of a majority of the members of the Board of Directors is required on all issues brought before the Board of Directors, except that the affirmative vote of the number of members set forth below shall be required for the action specified:

   a. The purchase or sale of any asset having a value in excess of $50,000 shall require the affirmative vote of five or more members;

   b. The addition or expulsion of any member shall require the affirmative vote of six or more members;

   c. The abandonment or relocation of any fire station shall require the affirmative vote of the representative of the community in which the fire station to be relocated or abandoned is located; and

   d. The amendment of this Agreement shall require the unanimous approval of the members.
3. **Officers.** As soon as practicable after the initial appointments the Board of Directors shall elect a President, Vice President, Secretary and Treasurer. These officers shall serve until the first meeting of the Board of Directors occurring after January 1, 1996, at which meeting their successors shall be elected. Thereafter the officers shall be elected at the first meeting of the Board of Directors occurring after January 1, of each year, and officers so elected shall hold office until their successors are duly elected and qualified. The Secretary need not be a member of the Board of Directors.

4. **Compensation.** No compensation shall be paid to members of the Board of Directors for their services, but they may be reimbursed for actual and necessary expense incurred if so authorized by the Board of Directors, and if funds are contained within the approved budget.

Pursuant to the provisions of 61.65 and 66.30 of the Wisconsin Statutes, this agreement is made and entered into as of November 1, 1994 by and between the Village of Bayside, Milwaukee County, Wisconsin ("Bayside"), the Village of Brown Deer, Milwaukee County, Wisconsin ("Brown Deer"), the Village of Fox Point, Milwaukee County, Wisconsin ("Fox Point"), the City of Glendale, Milwaukee County, Wisconsin ("Glendale"), the Village of River Hills, Milwaukee County, Wisconsin ("River Hills"), the Village of Shorewood, Milwaukee County, Wisconsin ("Shorewood"), the Village of Whitefish Bay, Milwaukee County, Wisconsin ("Whitefish Bay") (collectively the "municipalities"), to establish a jointly operated fire and emergency services department, hereinafter called the "North Shore Fire Department".

**RECITATIONS**

WHEREAS, the parties to the agreement have found it advisable to engage in the provision of a unified, integrated fire and emergency medical service, and whereas the existing mutual aid agreements do not provide a uniform response to emergencies nor a formula for equitable sharing of costs, and whereas the local governing bodies of the parties have approved a fire consolidation plan, as of September 2, 1994, and attached hereto (Exhibit "A"), to serve as the basis for implementing this agreement.

NOW THEREFORE, in consideration of the following mutual covenants and conditions, the municipalities agree as follows:

1. **Board of Directors.** The municipalities hereby create and establish a Board of Directors (the "Board of Directors") for the purpose of providing for and oversight of the operations of the North Shore Fire Department, pursuant to Section 66.30 of The Wisconsin Statutes.

   1.1 **Board Members and Terms of Office.** The Board of Directors shall consist of seven members, which shall consist of the Mayor or Village Presidents of each of the municipalities, or their respective designees. Each municipality may designate an alternate member to serve in the absence of the designated member of the board of Directors, which alternate shall be appointed by the municipality in the manner in which such municipality shall determine.

   1.2 **Quorum.** A majority of the members of the Board of Directors shall constitute a quorum for the transaction of any business at a meeting of the Board of Directors.

5. **Powers.** Except as limited by this Agreement or amendments hereto, the Board of Directors shall have all the powers and duties authorized under the Wisconsin Statutes relating to North Shore Fire Department operation. Such powers shall include, but not necessarily be limited, to the following:

   5.1 To authorize repair, maintenance and renewal of the physical assets which are owned by the North Shore Fire Department.

   5.2 To recommend adoption of a budget or the North Shore Fire Department's operating expenses and for the North Shore Fire Department's capital improvement expenses including, but not limited to, equipment, as provided in Paragraph 13 of this Agreement. For the purposes of this paragraph, the term "operating expenses" shall include the usual and ordinary cost of operation of the North Shore Fire Department, the operation and routine maintenance of buildings used by the North Shore Fire
Department and the repair and the renewal of the North Shore Fire Department’s physical assets including expenses and ordinary additions to its assets. Such budgets shall be submitted to the governing bodies of the municipalities as set forth hereinabove, not later than September 30 in each year.

For the purposes of this paragraph, the term “capital improvement expenses” shall include the expenditures related to the structural reconstruction of premises, purchase of apparatus and equipment which has a life of at least five years and a purchase price of at least 325,000 (1994 dollar”), and replacement or addition of building infrastructure, to include heating, electrical and plumbing systems.

The annual percentage increase in the total annual operating and capital budget of the North Shore Fire Department will not exceed the lesser of (a) the percentage increase in the U.S. Urban CPI (Consumer Price Index), all wage earners, for the 12 months ended on the September 30 next preceding the budget year, or (b) the limit for increases in municipal budgets certified by the Wisconsin Department of Revenue for purposes of Section 79.05, Wis. Stats., plus, in either case, one-half of one percent (0.5).

5.3 Upon receiving approval of the capital and operating budgets by the governing bodies of at least five (5) of the seven (7) municipalities, to authorize and contract to make all expenditures deemed necessary by the Board of Directors for operating and capital expenses not in excess of the approved budget. Action by each municipality in connection with approval of the budget shall be completed by November 15 of each year.

5.4 In the event the operating and capital improvements budget is not approved by the required number of municipalities as set forth hereinabove, the Board of Directors shall operate at the prior calendar year’s level of expenditures, plus any cost increases resulting from contractual obligations incurred in prior years, until agreement is reached by the required number of municipalities.

5.5 To sell, exchange, convey or transfer assets of the department, for fair and equitable consideration, as determined to be necessary from time to time, having a fair market value not in excess of Twenty-Five Thousand Dollars ($25,000) in any one calendar year;

5.6 To recommend any sale, exchange, conveyance or transfer of total assets having a fair market value in excess of Twenty Five Thousand Dollars ($25,000) in the aggregate in any one calendar year and, if such sale, exchange, conveyance or transfer of assets is approved by the governing bodies of at least five of the municipalities, to sell, exchange, convey or transfer such assets on the terms so approved;

5.7 To recommend any mutual aid agreements with non-member municipalities, and if such agreement is approved by at least five governing bodies of the municipalities, to implement said agreements.

5.8 To recommend fees for services where permitted by law, and if such fees are adopted by at least five governing bodies of the municipalities, to charge and collect such fees as stated in paragraph 16 of this agreement.

5.9 To recommend modification to the approved fire consolidation plan beyond its parameters outlined in Exhibit “A” attached hereto, and if such recommendation is adopted by that number of the members of the Board of Directors or municipalities as required herein, to implement such modification. It is acknowledged and agreed that the form of Exhibit “A” attached hereto is a plan for implementation and initial operation of the North Shore Fire Department and may be modified after the execution of this Agreement by action the Board of Directors otherwise in accordance with the terms of this Agreement.

6. Joint Fire Commission. The municipalities hereby create and establish a Joint Fire Commission (the “Commission”) as provided by 61.65 of the Wisconsin Statutes.
7. Commission Members and Terms of Office. The Commission shall be composed as follows:

7.1 The Commission shall have seven members, appointed by the respective Mayor and Village Presidents.

7.2 The seven-member Commission shall be initially divided into five classes. Initially, two members shall serve for five years. Two members shall serve for four years. One member shall serve for three years. One member shall serve for two years and one member shall serve for one year. Brown Deer and Glendale shall each appoint a member to a five-year term. Shorewood and Whitefish Bay shall each appoint a member to a four-year term. Fox Point shall appoint a member to a three-year term. Bayside shall appoint a member to a two-year term and River Hills shall appoint a member to a one-year term. Thereafter, all terms will be for a five-year period.

7.3 Vacancies on the Commission shall be filled by appointment for any unexpired term by the appointing authority in the same manner as original appointments are made.

7.4 A majority of the members of the Commission shall constitute a quorum for the transacting of any business at a meeting of the Commission.

7.5 The act of a majority of the members present at a meeting at which a quorum is present shall be the act of the Commission.

7.6 Meetings of the Commission shall be held as required but at least once during each calendar year. Meetings of the Commission shall be held upon the call of the Chair or upon the written request of at least two members of the Commission. Notice of a meeting of the Commission shall be given to the members in writing not less than twenty-four (24) hours prior to the time of the meeting.

8. Officers. As soon as practicable after the initial appointments the Commission shall elect a Chair, Vice Chair and Secretary. The Secretary need not be a member of the Commission. Officers shall thereafter be elected at the first meeting of the Commission occurring after January 1 of each year, and officers so elected shall hold office until their replacements are duly elected and qualified.

9. Compensation. No compensation shall be paid to members of the Commission for their services, but they may be reimbursed for actual and necessary expenses incurred if so authorized by the Board of Directors.

10. Powers. The Commission is to be subject to the provisions of 62.13 (2) to (12), exclusive of section 62.13 (6), pertaining to a Board of Police and Fire Commissioners and to appointments, promotions, suspensions, removals, dismissals, reemployment, compensation, rest days, exemptions, organization and supervision of departments, contracts and audits, to the extent that the provisions apply to third class cities.

11. Fiscal Agent. Upon approval of this Agreement, proposals for the appointment of the North Shore Fire Department's fiscal agent shall be submitted by participating municipalities, which shall include the term and annual fee for such services. The election of the fiscal agent will take into account the cost, as well as the specifications of the proposal. The selection of the fiscal agent will be recommended by the Board of Directors, to the respective governing bodies for approval by a majority of municipalities. Duties of the fiscal agent shall include, but not be limited to

a. Maintaining financial records.

b. Receiving and disbursing funds.

c. Providing payroll administration.

d. Administering insurance program.

e. Others in order to satisfy paragraphs 16–17 of this agreement.

The fiscal agent shall be bonded and the specifications of such bonding shall be part of the proposal for fiscal agent services.
12. **Employees.** All employees of the North Shore Fire Department shall be employees of the North Shore Fire Department for all purposes, and in no event shall any such employee be or be deemed or construed to be an employee of any one or more of the municipalities.

13. **Budget.** The Board of Directors shall submit to the governing bodies of the municipalities not later than October 1 of each year commencing October 1, 1994, a single budget to cover the North Shore Fire Department income, operating expenses and capital expenditures for the following calendar year. Such budget shall be in the form prescribed by Wisconsin Statutes 65.50 with respect to municipal budgets and shall, in addition, contain an explanation of the Board of Director’s reasons for recommending any total annual capital expenditure. No expenditures shall be made or contracted for by the Board of Directors or any North Shore Fire Department employee with respect to any proposed item of operating expense or capital expenditure not contained in the prior year’s budget until the approvals by the municipalities as provided in paragraph 5.3 of this agreement have been obtained. No item of operating expense or capital expenditure not provided for in the budget shall be made or contracted for by any member or officer of the Board of Directors or by any North Shore Fire Department employee except as authorized by the Board of Directors.

13.1 In addition, the Board of Directors shall monitor the condition of the capital assets owned and controlled by the North Shore Fire Department, and shall annually furnish estimated dates and costs of replacement or reconstruction for each item over a ten-year period to the member governing bodies for approval.

14. **Contributions.** Apparatus and vehicles currently owned by participating municipalities required to implement the approved plan will be purchased by the North Shore Fire Department from the participating municipalities at their appraised values as determined by the FIDELITY APPRAISAL COMPANY, INC. appraisal dated May 11, 1994, set forth in Exhibit “B.” Apparatus and vehicles not purchased remain the property of the municipality for disposal as it may choose. Each municipality shall be paid for apparatus and vehicles purchased by the North Shore Fire Department, over a ten year term, with interest at the rate of six percent (6%) per annum. Each municipality shall contribute to the North Shore Fire Department, at no charge, all other supplies and equipment currently in use by its fire department.

15. **Ownership of Assets.** The North Shore Fire Department created by this Agreement shall be the legal owner of assets contributed to or acquired by the North Shore Fire Department, including real estate, buildings and fixtures, and where applicable such assets shall be titled in the name of the North Shore Fire Department. The North Shore Fire Department shall not be the owner of real estate, buildings and fixtures used by it unless any of such property is conveyed to and titled in the name of the North Shore Fire Department. All assets contributed to or acquired by the North Shore Fire Department shall be owned and held by the North Shore Fire Department subject to the provisions for division of assets on termination of this Agreement as set forth at paragraph 21 in this Agreement.

15.1 The municipalities shall on January 1, 1995 transfer to the North Shore Fire Department custody, use and control, but not ownership, of the buildings to be used by the North Fire Department, except for the real estate, building mixtures described in the next sentence. Real estate, buildings and fixtures to be titled in the name of the North Shore Fire Department on the date operations of the Department commence shall be conveyed to the North Shore Fire Department on or before January 1, 1995 or thirty days after completion and acceptance of all construction work under contract by a participating municipality, whichever is last to occur.

15.2 Responsibility for Capital Expenditures. The North Shore Fire Department shall be responsible for the financing of repair, maintenance and renewal of apparatus and vehicles owned by the North Shore Fire Department. Expenditures for repair and renovation of structural parts of buildings shall be the responsibility of the owner unless otherwise agreed upon under limitations of paragraph 5, provided that at the request of
the responsible party, and if deemed advantageous by the Board of Directors, the Board of Directors may recommend joint financing for any capital expenditure authorized hereunder.

15.3 **Rented Space.** Buildings occupied by the North Shore Fire Department and not owned shall be rented from the participating municipality at the initial rate of $6.00 per square foot per year, in addition to the charges for insurance, utilities and all other operating expenses which shall be paid by the North Shore Fire Department. The rental rate shall be adjusted annually, at the rate of annual increase or decrease of the Consumer Price Index. Rent shall be paid for all space utilized for Fire Department functions. The details of allocating building costs in municipalities where both police and fire occupy common space will be specified by a codicil to this Agreement.

16. **Fire Department Funds.** Where required by this Agreement, the fiscal agent is designated to pay all expenditures authorized by the Board of Directors and which are in accordance with the budget approved by the governing bodies, and receive all service revenue as approved. The fiscal agent shall keep a separate fund for all receipts and disbursements. The fiscal agent shall keep complete and accurate records of all receipts and disbursements of the North Shore Fire Department, which shall be available for public inspection, and shall furnish the municipalities with annual audit reports thereof.

17. **Payments of Expenses.** The municipalities shall bear and pay the net operating expenses and capital expenditures of the North Shore Fire Department as established according to the following procedures and proportions.

17.1 **Financing Formula.** Each participating municipality's annual financial contribution to the North Shore Fire Department's operating, maintenance and capital budgets shall be calculated in the manner described in the formula and percentages outlined in Exhibit "C."

17.2 The fiscal agent will submit to each municipality a statement requiring payment of that municipality's share of the estimated net operating expenses and capital expenditures for the fiscal year which must be paid to the fiscal agent in quarterly payments as required by Section 17.3, which notice shall be given not later than fifteen (15) days following approval of the North Shore Fire Department Budget by the required number of municipalities.

17.3 Thereafter, fifteen days prior to the first day of the first, fourth, seventh, and tenth month of the year, the fiscal agent shall submit to each municipality a quarterly statement requiring payment of one fourth of that municipality's share of the net operating expenses and the capital expenditures, to be paid by the first day of the first, fourth, seventh, and tenth month of each year.

17.4 On January 1 and July 1 of each year, the Fiscal Agent shall compute the amount of revenue received by the department from service usage fees during the preceding six (6) month period and shall credit the amount of such revenues against the amounts due from the Municipalities in accordance with the ratio of expense sharing in effect for such preceding six (6) month period. For purposes of paragraphs 17.3 and 17.4, the amounts due shall be based on actual expenses and revenues, if known, and if based on estimates, shall be subject to reconciliation when actual expenses and revenues are known.

17.5 If any municipality fails to pay in full each payment to be made by it as provided by this Agreement on the due date, such defaulting municipality shall be indebted to the other participating municipalities for the payment due, plus interest at the prevailing prime rate in Milwaukee, Wisconsin as established by Firstar Bank, Milwaukee, NA from the due date until payment. At the discretion of the Board of Directors, Legal action to enforce such payment due by the defaulting municipality may be taken by the Board of Directors. Any recovery collected shall be paid to reimburse any other municipality to the extent it paid any part of such defaulted payment, plus interest, and the balance of such payments, plus interest, "shall be made to the North Shore Fire
Department, which interest shall be credited against payments to be made by the municipality or municipalities that were not in default. If two or more municipalities were not in default, such interest shall be credited in the proportion each paid operating expenses during the period of default. In addition to any sum in default and interest, as above provided, there shall be included in the judgement all costs, disbursements and a reasonable sum as attorney's fees.

18. Term of Agreement. This agreement shall take effect upon the effective date stated herein after the adoption by the governing body of each municipality of a resolution approving the Agreement and authorizing its execution. This Agreement shall remain in effect in perpetuity subject to the following:

18.1 All municipalities shall participate agreement for a minimum of five (5) years.

18.2 After the expiration of the initial five (5) year period, any municipality wishing to withdraw from this agreement may do so on at least two (2) years written notice addressed to the clerk of each of the other municipalities, provided however, that no such notice be given until expiration of the initial five (5) year period set forth in the prior paragraph.

19. Effect of Withdrawal or Expulsion. The withdrawal or expulsion of any municipality from this agreement shall not terminate this agreement; however, a municipality by withdrawing or upon expulsion shall be entitled to a distribution of assets as set forth at paragraph 21 of this Agreement.

20. Termination. This Agreement may be terminated at any time by the written consent of all municipalities or upon the withdrawal of all but one municipality, provided that this agreement and the Joint Fire Commission and Board of Directors shall continue to exist for the purpose of disposing of all claims, distribution of assets and all other functions necessary to terminate the affairs of the North Shore Fire Department.

21. Distribution of Assets. Upon termination, expulsion or withdrawal, the municipalities shall be entitled to a distribution of assets as set forth below:

a. A share of all equipment and apparatus of the North Shore Fire Department shall be distributed to the withdrawing or terminating municipality in the proportion set forth in subparagraph (b) below, adjusted for additional capital expenditures for equipment and for depreciation.

b. All monies or funds (including cash on hand and money due but uncollected) of the North Shore Fire Department shall be distributed to the withdrawing or terminating municipality in the proportion of the previous year's cost allocation formula percentage of the withdrawing municipality or terminating municipalities, provided said distribution may be deferred by the Board of Directors in whole or in part for up to one (1) year as a reserve to meet liabilities known and unknown.

c. All control of the buildings owned by the withdrawing or terminating municipality shall be returned to that municipality.

d. The distribution of assets provided in subparagraph (a) of this Paragraph 21 shall be in kind, but only to the extent that assets are identifiable as contributed by the municipality withdrawing. To the extent that such identification is not possible, then the payment shall be made in cash or in the form of other assets acceptable to the withdrawing municipality, in an amount equal to the proportionate share of book value of such property, net of depreciation. With respect to real estate, buildings and fixtures titled in the name of the North Shore Fire Department, the withdrawing or terminating municipality shall be entitled to a cash payment in the amount of the proportionate share of the book value of such property, net of depreciation, equal to the municipality's proportionate share of contributions allocated to such property. The withdrawing or terminating municipality shall have no right to require a partition of any such real estate. In the event of a cash payment, such payment may be made in equal annual installments, bearing interest at the rate specified in paragraph 17.5, over a period of
not more than four (4) years with respect to equipment and apparatus and not more than ten (10) years with respect to real estate, buildings or fixtures, and such payment shall be reduced by the proportionate amount, net of depreciation, of any capital expenditures financed by the North Shore Fire Department with respect to any buildings owned by such municipality.

22. Participation. Additional municipalities may be permitted to become parties to this Agreement, but only upon unanimous approval of the governing bodies of the participating municipalities which have maintained in a current status their financial obligations thereunder, upon such terms and conditions as such participating municipalities may unanimously adopt.

23. Amendments. Amendments to this Agreement may be proposed by any member of the Board of Directors. The amendment shall be submitted to the Board of Directors at least thirty (30) days prior to the meeting of the Board of Directors at which such amendment is to be considered.

A unanimous vote of the Board of Directors shall be required to recommend any amendment to the governing body of the municipalities.

A unanimous vote of all the municipalities shall be required to approve any amendments to this Agreement, except that Exhibit “A” may be amended by the Board of Directors as provided herein.

24. Hold Harmless. Any uninsured liability, cost or damages for personal injury, property damage or any other loss of whatever nature incurred by the North Shore Fire Department or any municipality by reason of its participation as a member of the North Shore Fire Department and specifically by reason of the services provided by the North Shore Fire Department shall be the liability of the North Shore Fire Department, subject to the contributions of the municipalities hereinafter described. Any such uninsured liability, cost or damage shall be paid proportionately by each of the municipalities in accordance with the formula established in Section 17 of this Agreement, notwithstanding the political jurisdiction in which such injury, loss or damage occurs, through contributions by such municipalities to the operating budget, or if such operating budget is insufficient, through additional contributions to the North Shore Fire Department made proportionately by each municipality in accordance with the formula established in Section 17 of this Agreement.

25. Partial Invalidity. If any provision of this agreement shall be held or declared invalid, illegal or unenforceable under any law applicable thereto, such provision shall be deemed deleted from this agreement without impairing or prejudicing the validity, legality and enforceability of the remaining provisions hereof.


26.1 The agreement between the City of Glendale and Milwaukee County for the city’s provision to render Paramedic Services to the North Shore Communities shall be replaced by an agreement between the North Shore Fire Department and the County.

26.2 Simultaneously with the execution of this agreement, the governing bodies (Mayor and Village Presidents) shall appoint the members of the Joint Fire Commission. The Board of Directors shall be established, which thereupon shall direct the orderly transition to be in effect fully by January 1, 1995.

26.3 The mutual-aid response agreements between the parties of this agreement, and between the parties of this agreement with other municipalities, shall be terminated by the earliest dates provided in said contracts.

26.4 Insurance. The North Shore Fire Department shall procure and maintain during the term of this agreement

Signed and dated the _____________ day of __________________, 19___
county orders, and accounting consistent with accepted accounting
and auditing practices, if the ordinance prior to its adoption is
submitted to the department of revenue, which shall submit its rec-
ommendations on the proposed ordinance to the county board of
supervisors.

(3) Except as provided in subs. (2), (3m) and (5), disburse-
ments of county, city, village, town or school district funds from
demand deposits shall be by draft or order check and withdrawals
from savings or time deposits shall be by written transfer order.
Written order or check orders may be executed only for the purpose of
transferring deposits to an authorized deposit of the public deposi-
tory in the same municipality, or another authorized public depositary. The trans-
fer shall be made directly by the public depository from which the
withdrawal is made. No draft or order check issued under this sub-
section may be released to the payee, nor is the draft or order check
valid, unless signed by the clerk and treasurer. No transfer order is
valid unless signed by the clerk and the treasurer. Unless other-
wise directed by ordinance or resolution adopted by the governing
body, a certified copy of which shall be filed with each public
depository concerned, the chairperson of the county board,
mayor, village president, town or school district presi-
dent shall countersign all drafts or order checks and all transfer
orders. The governing body may also, by ordinance or resolution,
authorize additional signatures. In lieu of the personal signatures
of the clerk and treasurer and any other required signature, the fac-
simile signature adopted by the person and approved by the govern-
ing body may be affixed to the draft, order check or transfer
order. The use of a facsimile signature does not relieve an official
from any liability to which the official is otherwise subject, includ-
ing, but not limited to, any liability for infringement of a facsimile
signature. A public

(3m) A county, city, village, town or school district may pro-
cess periodic payments through the use of money transfer tech-
niques, including direct deposit, electronic funds transfer and
automated clearinghouse methods. The county, municipal or
school district treasurer shall keep a record of the date, payee
amount and number of each disbursement made by a money transfer tech-
nique.

(4) Except as provided in sub. (3m), if a board, commission or
committee of a county, city, village, town or school district is
vested by statute with exclusive control and management of a fund,
employee’s or group retirement benefit, the audit and approval of payments from that
fund, independently of the governing body, payments under this section shall be made by drafts or order checks issued by the county, city,
village, town or school district upon the filing with the clerk of certi-
ﬁed bills, vouchers or schedules signed by the proper ofﬁcers of
the board, commission or committee, giving the name of the claimant or payee, and the amount and nature of each payment.

(5) In a 1st class city, municipal disbursements of public mon-
ies shall be by draft, order, check, order check or as provided
under sub. (3m). Checks or drafts shall be signed by the treasurer
and countersigned by the comptroller. Orders shall be signed by
the mayor and clerk and countersigned by the comptroller, as pro-
vided in the charter of the city. Disbursements of school moneys
shall be as provided in s. 119.50.

(6) Withdrawal or disbursement of moneys deposited in a
public depository as defined in s. 34.04 (5) by a treasurer as
defined in s. 34.01 (7), other than the elected, appointed or acting
official treasurer of a county, city, village, town or school district,
shall be by endorsement, written order, draft, share draft, check or
other draft signed by the person or persons designated by written
authorization of the governing board as defined in s. 34.01 (1). The
authorization shall conform to any statute covering the dis-
bursement of funds. A public depository is fully warranted and
protected in making payment in accordance with the latest
authorization filed with it.

(7) No order may be issued by a county, city, village, town,
special purpose district, school district, cooperative education ser-
vice agency or technical college district clerk in excess of funds
available or appropriated for the purposes for which the order is
drawn, unless authorized by a resolution adopted by the affirma-


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**66.0608 Separate accounts for municipal fire, emergency medical technician, and first responder volunteer funds.**

(1) **Definitions.** In this section:

(a) “Emergency medical technician” has the meaning given in
s. 146.50 (1) (e).

(b) “Emergency medical technician volunteer funds” means
funds of a municipality that are raised by employees of the municip-
ality’s emergency medical technician department, by volunteers,
or by donation to the emergency medical technician department,
for the benefit of the municipality’s emergency medical tech-

(c) “Fire volunteer funds” means funds of a municipality that
are raised by employees of the municipality’s fire department,
by volunteers, or by donation to the fire department, for the benefit
of the municipality’s fire department.

(d) “First responder” has the meaning given in s. 146.53 (1).

(e) “First responder volunteer funds” means funds of a municip-
ality that are raised by employees of the municipality’s first
responder department, by volunteers, or by donation to the first
responder department, for the benefit of the municipality’s first
responder department.

(f) “Municipality” means any city, village or town.

(g) “Public depository” has the meaning given in s. 34.01 (5).

(h) “Volunteer funds” means emergency medical technician
volunteer funds, fire volunteer funds, or first responder volunteer
funds.

(2) **General authority.** Subject to subs. (3) and (4), the
governing body of a municipality may enact an ordinance that does
all of the following:

(a) Authorizes a particular official or employee of the municip-
ality’s fire department, emergency medical technician depart-


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BY-LAWS,
RULES AND REGULATIONS
OF THE
NEW GLARUS FIRE DEPARTMENT
ORGANIZED OCTOBER 18, 1902

ARTICLE I. TITLE AND OBJECT

Section 1. This company shall be known as the New Glarus Fire Department.

Section 2. The mission of the New Glarus Fire Department shall be the preservation and protection of life and property from and during such fires and other emergencies as may occur in the New Glarus Fire District and surrounding area.

ARTICLE II. ORGANIZATION

Section 1. The organization of the company besides the ordinary members thereof shall consist of a chief, two assistant chiefs, company officers (captains and lieutenants), secretary, treasurer, three trustees, and such standing and special committees and other assigned positions as may be deemed necessary for the proper transaction of business.

ARTICLE III. ELECTION OF OFFICERS

Section 1. The officers of chief, secretary, treasurer and trustees shall be elected by ballot at the annual meeting. A majority of all votes cast shall elect. This elected body, plus the assistant chiefs, shall constitute the Board of Trustees.

Section 2. The assistant chiefs, captains and lieutenants shall be appointed by the chief upon recommendation of the Board of Trustees, which shall consist of the chief, chief officers, secretary, treasurer, and trustees. Promotion shall be based upon criteria determined by the Board of Trustees. Removal from office shall be only for just cause after fair trial by the Board of Trustees.

Section 3. The members of the standing committees shall be appointed by the chief and shall hold office for one year or until removed.

Section 4. Term of office for trustees shall be limited to a single 3 year term, and any previous trustee shall be eligible for re-election after a one-year absence from the board.

ARTICLE IV. COMPANIES
If the below listed companies are available, the listed duties shall apply:
Section 1. Engine Companies. A captain and lieutenant shall command each engine company. All Department personnel shall be drilled in all engine company operations.

Section 2. Ladder Companies. A captain and lieutenant shall command any designated ladder companies. All Department personnel shall be drilled in ladder company operations.

Section 3. Tanker Companies. A captain and lieutenant shall command each tanker company. All Department personnel shall be drilled in tanker company and water supply operations.

Section 4. Rescue Companies. A captain and lieutenant shall command each rescue squad company. All Department personnel shall be drilled in rescue operations.

Section 5. Special Response Companies. A captain and Lieutenant shall command each designated special response company (brush fire, water rescue, etc.). All Department personnel shall be drilled in special response operations.

ARTICLE V. CHIEF

Section 1. The chief shall be at the head of the Department subject to the state laws, the ordinances of the village, and the rules and regulations herein adopted. The chief shall be held responsible for the good order and efficiency of the Department.

Section 2. The chief shall be elected by the members of the Department at the annual meeting. A majority vote of the members present shall elect. Removal from office shall be only for just cause after fair trial by the board of trustees.

Section 3. It shall be the duty of the chief to:
   a). examine the condition of the fire station, apparatus, hose and all other property of the Department;
   b). keep or cause to be kept a permanent record of all fires and other incidents responded to by the Department;
   c). keep or cause to be kept an up-to-date record of all Department property and of supplies purchased;
   d). keep or cause to be kept a record of all fire prevention inspections of buildings and their premises and all such other prevention and inspection records as required by the State of Wisconsin.

Section 4. The chief shall perform or cause to be performed pre-fire inspections and develop plans for the emergent response to any incident in the structures so inspected.

Section 5. The chief shall provide for all necessary training and education in compliance with Wisconsin Administrative Code, Chapter ILHR 30.

Section 6. The chief shall attend all fires, when not providentially hindered or excused by proper authority and direct the officers and members in the performance of their duties per Department standard operating guidelines.
Section 7. The chief may suspend members from duty who are deemed to be in violation of the by-laws or other established procedures and guidelines and shall make a report of such action to the Board of Trustees as soon as practical thereafter. A hearing regarding such suspension shall be scheduled immediately by the Board of Trustees.

ARTICLE VI. ASSISTANT CHIEF

Section 1. There shall be two assistant chiefs of the Department.

Section 2. It shall be the duty of the assistant chiefs, when so appointed, to yield ready and implicit obedience to all orders from their superiors, to be familiar with the rules and regulations of the Department and compel all members under their command to do likewise. It shall be their duty to closely superintend the Department under their charge and to do everything in their power for the best interest of the Department.

ARTICLE VII. CHAIN OF COMMAND

Section 1. In the absence of the chief, the senior assistant chief shall command the Department;
   In the absence of the assistant chief, the senior captain shall command the Department;
   In the absence of a captain, the senior lieutenant shall command the Department;
   In the absence of the lieutenant, the senior member shall be in command.

Section 2. The chain of command at emergency incidents shall be per Department standard operating guidelines.

ARTICLE VIII. CAPTAINS

Section 1. A captain shall command his company, and in the absence of a chief officer, the first captain to arrive at the scene of a fire or other emergency shall assume command until such time as properly relieved per Department standard operating guidelines.

Section 2. They shall preserve the discipline of their respective companies and instruct the members concerning their duties and see that each member knows the location, name and use of each piece of equipment.

Section 3. They must inspect all equipment weekly, by utilizing established checklists with the other members of the company. This inspection shall include making sure that all equipment is clean and placed in its proper position and ready for service on the apparatus. In this connection they shall immediately report to the chief any change of condition of the apparatus and other equipment under their charge.
ARTICLE IX. LIEUTENANTS

Section 1. A lieutenant shall, in the absence of the company captain, exercise the same duties and have the same power as the captain. At all other times the lieutenant shall perform such duties as the captain may direct.

ARTICLE X. ENGINEERS AND DRIVERS

Section 1. All firefighters returning from a call shall inspect the apparatus with the officer (and the driver) accompanying the vehicle. This inspection shall include checking the oil, fuel, water, battery, tires, and all other equipment. This inspection shall be recorded in the vehicle's log. Changes in the condition of the apparatus and equipment shall be immediately reported to the chief or senior officer present.

Section 2. Equipment found broken or needing attention shall be repaired or reported immediately. Any apparatus or equipment that has been so repaired shall also be reported immediately.

Section 3. The cleanliness of the apparatus and equipment is most strenuously insisted upon, and after returning from fires the apparatus must be rinsed off and all equipment cleaned and returned to service.

Section 4. When driving apparatus speed limits shall be such as are consistent with the Department standard operating guidelines. All apparatus shall be operated within the Department standard operating guidelines and the laws of the State of Wisconsin. The officer accompanying the vehicle shall be in charge of the apparatus. In the absence of an officer the driver is solely responsible for his apparatus.

ARTICLE XI. DUTIES OF CHIEF OFFICER AT FIRE SCENE

Section 1. The general duties of the fire Command shall be in accordance with the Department standard operating guidelines, accepted firefighting practices, and the laws of the State of Wisconsin.

ARTICLE XII. DUTIES OF SECRETARY, TREASURER, TRUSTEES

Section 1. Members of the Board of Trustees shall consist of the chief, assistant chiefs, secretary, treasurer and trustees.

Section 2. It shall be the duty of the Secretary to keep a record of all the proceedings of the Department, to call the roll, to record all absences, to keep the books and preserve the records of the Department. He shall give each member at least one day's notice of any special meeting.
Section 3. It shall be the duty of the Treasurer to receive all moneys collected by the Department and to give his receipt therefor; to keep a regular account of all moneys as received by the Department, and to pay such bills as normally come before the Department; to pay such special ordered bills at the direction of the Department; to give an account of the state of finances of the Department when it may be called for by the Department; and to make an annual itemized report of the sums received and from what sources, the sums paid out, and the balance on hand or the deficiency due the Treasurer, accompanied by the proper vouchers thereof. The treasurer's books and documents shall be submitted to the Board of Trustees to enable them to make a proper report.

Section 4. It shall be the duty of the Trustees to have charge of the property of the Department and see that it is properly taken care of and kept in repair, and to see that an inventory annually or when called for by the Department and to collect all uniforms and paraphernalia of outgoing members. Further the trustees shall annually evaluate the conditions of the apparatus and equipment, making recommendations for replacements, additions, repairs and modifications. Proposals for capital purchases by the Department shall be reviewed and recommended by the trustees. It shall further be the duty of the Trustees to examine the books of the Secretary and Treasurer prior to the Annual Meeting and make a report on the same.

Section 5. It shall be the duty of the Board of Trustees to recommend to the chief personnel for promotion and reassignment.

ARTICLE III. MEMBERS

Section 1. It shall be the duty of all members, while on duty, to give strict obedience to the lawful orders of the officers duly elected and appointed over them and under no consideration shall any attention be given to the orders, suggestions and criticism of unauthorized persons.

Section 2. On alarm of fire, members shall report to the fire station and shall promptly respond with the apparatus per Department standard operating guidelines.

Section 3. All members must assist in the work of the Department, and, wherever possible, all members shall be trained and prepared to accomplish all tasks required of firefighters in the response to emergency incidents.

Section 4. At fires and drills when the work at hand is completed, all working tools and equipment shall be replaced in its proper position in a clean and serviceable condition.

Section 5. No one not a member of the Department, unless authorized by the incident commander, shall be allowed to ride on the apparatus or to handle equipment while responding to (or at) an emergency call.
Section 6. The person riding in the officer position on the apparatus shall be in charge of that apparatus. All members aboard apparatus shall be seated and belted in place, and no member is permitted to ride on the back running boards.

Section 7. As fire prevention is one of the most important functions of the fire department, all members shall study and learn the state standards of safety and fire codes. Each member shall be prepared to participate in public fire education programs.

Section 8. The fire station and all appurtenances and the premises in general shall be kept clean, orderly and in a sanitary condition. Every member of the Department shall be held individually responsible for any act or negligence on his part which may contribute toward the violation of this rule.

Section 9. All members shall notify the chief when sick or when desiring to be excused from duty, and no member shall be permitted to leave a fire for any reason unless excused by the officer in command.

Section 10. Any member of the Department may be dropped from the rolls, after proper hearing, for the following:
1. Any act of insubordination;
2. Neglect of duty;
3. Neglect or disobedience of orders;
4. Continued absence from fires or drills without permission;
5. Any violation of the rules and regulations governing the Department; and,
7. Having 3 consecutive unexcused absences from meetings.

Proper hearings shall consist of the member being able to testify before the Board of Trustees. The member may bring another firefighter with him to the hearing. The Board of Trustees shall make a decision within ten (10) days of the hearing.

Section 11. Any complaints shall be made in writing and given to any member of the Board of Trustees. The Board of Trustees shall reply in writing within ten (10) days of the receipt of the complaint.

Section 12. After being a member for 15 consecutive years, the member shall be eligible for retirement. Any member becoming disabled during their term of service may be eligible for retirement.

ARTICLE XIV. ELECTION OF MEMBERS

Section 1. Any person of not less than 18 years of age, of good character and standing, shall be eligible to membership in the Department.

Section 2. The application of any person to become a member of this Department shall be made in writing and filed in the office of the chief.
Section 3. Upon notification of vacancy, an interview committee shall be appointed to meet with the candidate(s), after which a recommendation shall be made to the Department regarding appointment.

Section 4. If a vacancy exists, the Department shall proceed to vote on the applicant by ballot, with a two-thirds (2/3) majority of the members present serving to elect. A quorum is necessary for an election to be held.

ARTICLE XV. RULES OF ORDER

Section 1. All meetings shall be conducted per Robert’s Rules of Order.

Section 2. At any meeting of this Department, two-thirds of the total active membership shall constitute a quorum.

ARTICLE XVI. AMENDMENTS, ETC.

Section 1. Any proposed amendments to these bylaws shall be offered in writing and shall lie upon the table until the next regular meeting thereafter. No alterations or amendments shall be made unless two-thirds of all members present concur therein.

ARTICLE XVII. TIME OF MEETINGS, ETC.

Section 1. The regular meetings of the Company shall be the first and third Monday of each month. The annual meeting shall be the first regular meeting in January.

Section 2. The regular meeting for practice shall be the second and fourth Monday of each month at 7:00 p.m. previous to the meeting unless some other date shall be decided on by the respective Companies. Practice meetings shall be from May to October inclusive.

Section 3. Special meetings may be called at any time by the chief or at the written request of 5 members. The chief, assistant chief or secretary shall call such requested special meeting.

Section 4. Regular meetings shall begin at 7:00 p.m.

Section 5. These By-laws are to take effect as soon as adopted by majority vote of the Department.

/ ORDER OF BUSINESS
1. First roll call.
2. Training and equipment check.
3. Reading minutes of previous meeting.
4. Critique of previous incidents.
6. Old business.
8. Announcements.
9. Second roll call/Adjournment
The above and foregoing by-laws adopted by the Department at the meeting held October 12, 1992.

KENT ANDERSON, Chief
WILLIAM HOESLY, Secretary
Chapter VFF–EMT 1

VOLUNTEER FIRE FIGHTER—EMERGENCY MEDICAL TECHNICIAN SERVICE AWARD BOARD

VFF–EMT 1.01 Authority.
VFF–EMT 1.02 Purpose.
VFF–EMT 1.03 Definitions.
VFF–EMT 1.04 Participating municipalities.
VFF–EMT 1.05 Contributions to a program.
VFF–EMT 1.06 Contributions for prior service.
VFF–EMT 1.07 Vesting and receipt of length of service award.
VFF–EMT 1.08 Forfeiture and leaves of absence.

VFF–EMT 1.09 Transfer of service to a different program administrator.
VFF–EMT 1.10 Disability and death benefits.
VFF–EMT 1.11 Records and certification of service.
VFF–EMT 1.12 Program administrator qualifications.
VFF–EMT 1.13 Program administration.
VFF–EMT 1.14 Participating municipality obligations.
VFF–EMT 1.15 Program termination.
VFF–EMT 1.16 Appeals.

Note: Chapter VFF–EMT 1 was created as an emergency rule effective September 21, 2001.

VFF–EMT 1.01 Authority. Sections 16.004 (1) and 16.25 (2), (3), (4) and (5), Stats., authorize the Board to promulgate rules for establishing a length of service award program for volunteer fire fighters and emergency medical technicians.
History: CR 01–123: cr. Register May 2002 No. 557, eff. 6–1–02.

VFF–EMT 1.02 Purpose. The purpose of this chapter is to establish a program of length of service awards to VFF–EMT participants who provide services to municipalities that operate volunteer fire departments or volunteer fire companies, or authorize emergency medical and technical services, and to establish qualifications and requirements for private sector individuals and organizations eligible to provide administrative and investment services for length of service award programs.
History: CR 01–123: cr. Register May 2002 No. 557, eff. 6–1–02.

VFF–EMT 1.03 Definitions. In this chapter:
(1) “Account” means a statement or record of all state and municipal length of service award contributions, including all applicable earnings, redistributions and deductions made on behalf of a VFF–EMT maintained by a program administrator.
(2) “Beneficiary” means a person, trust or entity designated by a VFF–EMT to receive benefits under a program.
(3) “Board” has the meaning specified in s. 16.25 (1) (a), Stats.
(4) “Credit” means the recognition of the fulfillment of the requirements for performing service toward a length of service award under the program.
(5) “Emergency medical services” means medical care that is rendered to a sick, disabled or injured individual based on signs, symptoms or complaints, prior to the individual’s hospitalization or while transporting the individual between health care facilities and that is limited to the use of the knowledge, skills and techniques received from training required under s. 146.50, Stats., and chs. HFS 110, 111, 112 or 113, as a condition for being issued an emergency medical technician license.
(6) “Fire fighting services” means the organized suppression and prevention of fires.
(7) “Fiscal year” means the period beginning on July 1 and ending on June 30.
(8) “Length of service award program” or “program” means a program described in section 457 of the internal revenue code that is implemented and administered by a program administrator approved by the board, and that to the extent allowed by federal law, provides a tax-deferred benefit to a VFF–EMT consistent with the internal revenue code, s. 16.25, Stats., and this chapter.
(9) “Municipality” has the meaning specified in s. 16.25 (1) (c), Stats.
(10) “Net asset value” means the value of an individual length of service award determined by adding the municipal contributions and the state matching contributions, all earnings thereon, and any redistributions as provided in s. VFF–EMT 1.08, less investment expenses.
(11) “Participating municipality” means a municipality that meets the program eligibility requirements of s. VFF–EMT 1.04 and elects to participate in a program.
(12) “Prior service” means the service performed by a VFF–EMT for a participating municipality before that municipality began participation in a program.
(13) “Program administrator” means a non-governmental individual or organization in the private sector that provides and administers a program or a designee.
(14) “Service” includes fire fighting, emergency medical, or rescue services provided to a participating municipality by a volunteer fire fighter or volunteer emergency medical technician.
(15) “State” means the state of Wisconsin.
(16) “Volunteer emergency medical technician” or “EMT” means all emergency medical service personnel, including first responders, licensed or certified under s. 146.50, Stats.
(17) “Volunteer fire company” means one that is organized under s. 213.05, Stats.
(18) “Volunteer fire department” has the meaning specified in s. 213.08, Stats.
(19) “Volunteer fire fighter” or “VFF” means a person that renders fire fighting or rescue services to a participating municipality and does not receive compensation under a contract of employment as a fire fighter.
(20) “VFF–EMT” means a volunteer fire fighter or emergency medical technician.

VFF–EMT 1.04 Participating municipalities. (1) A municipality that operates a volunteer fire department or that contracts with a volunteer fire company organized under ch. 181 or 213, Stats., or that authorizes volunteer emergency medical technicians to provide emergency medical services, is eligible to become a participating municipality.
(2) An eligible municipality may participate in a program by adopting a resolution or ordinance stating that it shall abide by all statutes, administrative rules, regulations and procedures pertaining to a length of service award program. The adopted resolution or ordinance shall be on a form approved by the board and provided to the program administrator or the board upon request.
Note: To request approval of a form for a resolution or ordinance, contact the Length of Service Award Program, c/o Department of Administration, Office of Legal Counsel, P.O. Box 7804, Madison, Wisconsin 53707–7804 or (608) 266–9810.
(3) Each participating municipality shall develop standards for determining the service required of the volunteer fire fighters and emergency medical technicians it sponsors under the program in order to qualify for an annual contribution.
(4) Municipalities that jointly operate or contract with a volunteer fire department or a volunteer fire company or that jointly authorize volunteer emergency medical technicians, may operate
as a single participating municipality under the program, and may be required to do so by the program administrator.

(5) (a) A VFF–EMT may perform service for credit toward a length of service award to more than one volunteer fire department, volunteer fire company or entity authorized to provide volunteer emergency medical services.

(b) A VFF–EMT may have only one account for each volunteer fire department, volunteer fire company or entity authorized to provide volunteer emergency medical services to which the VFF–EMT provides service.

History: CR 01–123: cr. Register May 2002 No. 557, eff. 6–1–02.

VFF–EMT 1.05 Contributions to a program.

(1) Municipal contributions. A participating municipality shall determine the amount it will contribute on behalf of each VFF–EMT it sponsors under a program. A participating municipality shall cause an account to be opened with the program administrator for each sponsored VFF–EMT. A participating municipality’s contributions shall be paid at least annually to the program administrator.

(2) Matching contributions. (a) On a calendar year basis, the board shall match a participating municipality’s annual contributions made on behalf of its VFF–EMT participants during that calendar year up to a maximum of $250 per VFF–EMT, subject to any annual adjustment under sub. (3). The board shall pay all amounts matched under this section directly to the program administrator, up to the maximum appropriated under s. 20.505 (4) (er), Stats.

(b) Subject to the time period for a protest or appeal under s. VFF–EMT 1.16, a participating municipality shall pay all contributions for a calendar year to the program administrator on or before January 31 of the following year in order to receive a matching contribution from the board.

(c) The board may not match contributions made by a participating municipality for prior service.

(3) Annual adjustment. Annually on July 1, the board shall make any adjustments necessary to the matched funds to be paid in the subsequent calendar year to reflect changes in U.S. consumer price index for all urban consumers, using the method set forth in s. 16.25 (3)(d), Stats.

History: CR 01–123: cr. Register May 2002 No. 557, eff. 6–1–02.

VFF–EMT 1.06 Contributions for prior service.

(1) (a) A participating municipality may make contributions for prior service provided that the VFF–EMT has performed at least five years of service to that municipality, which may include a combination of prior service and service performed after the municipality began participating in a program. The number of years of prior service for which the participating municipality may contribute shall not exceed the number of years of total prior service performed by the VFF–EMT to that municipality. A participating municipality may impose additional eligibility requirements for accepting prior service.

(b) Subject to applicable internal revenue code restrictions as determined by the program administrator, the minimum contribution payable by a participating municipality for each year of prior service credited to a VFF–EMT shall be $100. A participating municipality may pay a different amount for prior service than the amount paid for service performed after the municipality began participating in a program.

(c) Subject to applicable internal revenue code restrictions as determined by the program administrator, a participating municipality that makes contributions for prior service may pay those contributions over a number of years not to exceed 20, and may include interest on such payments to reflect the fact that they are being added for prior service over a number of years in lieu of a lump sum payment.

(d) For purposes of determining the board’s matching contribution under s. VFF–EMT 1.05 (2), any contributions made by a participating municipality for prior service shall be accounted for separately from contributions for service performed after the municipality began participating in a program.

(e) If a participating municipality ceases to exist or ceases its participation in a program, it shall pay the balance owed on any account for contributions made for prior service no later than under the schedule of payments set forth in its agreement with the program administrator.

(2) If a municipality’s records are insufficient to establish eligibility for the purchase of prior service for a VFF–EMT, the municipality shall conduct a thorough investigation and, using the standards for determining the service required to qualify for annual contributions under s. VFF–EMT 1.04 (3), shall make a decision based upon good faith belief and the best information available as to the prior service claimed.

History: CR 01–123: cr. Register May 2002 No. 557, eff. 6–1–02.

VFF–EMT 1.07 Vesting and receipt of length of service award. A VFF–EMT is required to provide 10 years of service for which credit has been given before the VFF–EMT may receive any benefits under the program.

(1) Full vesting. (a) A VFF–EMT that has provided 20 years of service for credit to a participating municipality shall be fully vested and paid a length of service award upon reaching age 60.

(b) A fully vested VFF–EMT age 60 or older shall notify the program administrator and the participating municipality of the VFF–EMT’s request to receive their length of service award within the time period required by the program administrator or the applicable program.

(c) Upon receiving a payment of a length of service award, a fully vested VFF–EMT age 60 or older may continue to provide service for credit toward a length of service award under a new account, but shall be paid any subsequent contributions made on the VFF–EMT’s behalf by the participating municipality or the board immediately after they are received by the program administrator.

(2) Partial vesting. (a) Upon reaching age 60, a VFF–EMT may request and receive their length of service award at any time after performing a minimum of 10 years of service for credit and discontinuing providing eligible service.

(b) Upon reaching the age of 60, a VFF–EMT requesting to receive their length of service award after performing 10 years, but less than 20, of service for credit shall receive 50% of the net asset value of their account at the time of the request for the first 10 years of service for credit is provided. For each year of service for credit more than 10, but less than 20, performed by the VFF–EMT, five percent of the net asset value of the account at the date of the request shall be added. The amounts not paid to a VFF–EMT under this subsection shall be forfeited and equally distributed among all other open VFF–EMT accounts sponsored by that municipality at the time of the forfeiture.

(c) A VFF–EMT who has reached age 60 but is not fully vested may continue to perform service for credit toward a length of service award.

(3) New accounts. At any time a VFF–EMT receives a length of service award associated with an account, they may discontinue providing eligible service and accruing service credit under that account, and begin providing eligible service under a new account.

(4) Prior service credit. For vesting purposes under this section and s. 16.25, Stats., credit for service performed by a VFF–EMT may include prior service for credit under s. VFF–EMT 1.06 (1) (a).

(5) Form of benefit distribution. A VFF–EMT may receive their length of service award payment either in a lump sum or by
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any other method offered by the program administrator and approved by the board. The form of benefit distribution shall be determined by the program administrator and approved by the board. The chosen form shall be stated in the specific plan documents provided by the program administrator.

(6) SIMULTANEOUS SERVICE. For purposes of determining vesting under this section and s. 16.25, Stats., if a VFF-EMT simultaneously renders service to 2 or more separate and distinct municipalities, only one year of service may be credited toward any length of service award in any calendar year the VFF-EMT provided multiple service.

History: CR 01-123; cr. Register May 2002 No. 557, eff. 6-1-02.

VFF-EMT 1.08 Forfeiture and leaves of absence.

(1) NON-VESTED FORFEITURE. A VFF-EMT that has performed less than 10 years of service under a program shall forfeit any accumulated years of service if they cease to perform creditable service for more than 6 months in any calendar year, unless a supervisor has granted the VFF-EMT a leave of absence for that period.

(2) LEAVES OF ABSENCE. A participating municipality may determine the conditions under which a leave of absence shall be granted. A participating municipality shall grant a leave of absence in writing on or before December 31 of the calendar year in which it is to take effect.

(3) FORFEITED ACCOUNT DISTRIBUTION. A forfeited account shall be equally distributed among all other open VFF-EMT accounts sponsored by a participating municipality at the time of the forfeiture. Forfeitures may not be distributed to an account frozen under s. VFF-EMT 1.09 (1).

(4) NOTICE UPON TRANSFER OF SERVICE. For vesting purposes under s. VFF-EMT 1.07, upon joining or exiting a program, a VFF-EMT shall notify the new program administrator and any previous program administrator before forfeiture is to occur in order to qualify for transfer of their service years.

History: CR 01-123; cr. Register May 2002 No. 557, eff. 6-1-02.

VFF-EMT 1.09 Transfer of service to a different program administrator.

(1) FROZEN ACCOUNTS. When a VFF-EMT ceases performing service for one participating municipality and begins performing service for another that utilizes a different program administrator, their account shall be frozen. No contributions or forfeiture distributions may be made to a frozen account, but a frozen account shall continue to accrue earnings.

(2) SERVICE TRANSFER. Any service credited to a VFF-EMT associated with a frozen account shall count toward vesting under s. VFF-EMT 1.07. Provided the VFF-EMT meets the notice requirements of this section, and either of the following occurs:

(a) If the VFF-EMT has accumulated less than 10 years of service, the participating municipality, for which the service was provided and the account opened, has granted the VFF-EMT a leave of absence, or

(b) The VFF-EMT begins performing creditable service for a subsequent participating municipality within 6 months of ceasing to perform creditable service for the VFF-EMT's former participating municipality.

(3) VFF-EMT NOTICE. A VFF-EMT shall provide a copy of the leave of absence granted under s. VFF-EMT 1.08 (2) to the current participating municipality's program administrator within 6 months of beginning their new service.

(4) A VFF-EMT wishing to transfer service under this section shall provide the current program administrator with the most recent statement of creditable service issued under s. VFF-EMT 1.11 (2) by their former participating municipality.

(5) Payment of a length of service award may only occur upon reaching age 60, and must be made under the provisions of either s. VFF-EMT 1.07 (1) or (2), as individual circumstances require. In order to receive payment of a length of service award from a frozen account, a VFF-EMT shall notify their former program administrator of any service credited by a subsequent program administrator.

(4) PROGRAM ADMINISTRATOR NOTICE. (a) A program administrator shall accept a statement of service provided by a VFF-EMT under this section, and record the number of whole years stated and the associated account identifier on the new account opened for the VFF-EMT.

(b) For purposes of vesting and payment of a length of service award under s. VFF-EMT 1.07, a program administrator shall accept all service credited to a VFF-EMT by any prior or subsequent program administrator, provided it has received notice from the VFF-EMT as required by sub. (3) (c).

History: CR 01-123; cr. Register May 2002 No. 557, eff. 6-1-02.

VFF-EMT 1.10 Disability and death benefits.

(1) DISABILITY. If a VFF-EMT becomes permanently disabled as determined by the Wisconsin worker's compensation program under ch. 102, Stats., while actively on duty performing service, VFF-EMT may apply to the program's administrator for payment of the net asset value of each of the disabled VFF-EMT participant's accounts. Upon request, the program administrator shall make payment as soon as administratively possible.

(2) DEATH. If a VFF-EMT dies while actively on the rolls of a volunteer fire department, volunteer fire company, or an emergency medical service that provides services to a participating municipality under a program, the VFF-EMT's designated beneficiary shall be paid an amount equal to the net asset value of each account held by the VFF-EMT designating that beneficiary. Upon request, the program administrator shall make payment as soon as administratively possible.

History: CR 01-123; cr. Register May 2002 No. 557, eff. 6-1-02.

VFF-EMT 1.11 Records and certification of service.

(1) Each participating municipality shall maintain and submit to the program administrator as required under a program, detailed and accurate records of every VFF-EMT providing fire fighting or emergency medical services to that municipality.

(2) Annually, on or before January 31, a participating municipality shall submit to the program administrator a statement of service to the program administrator listing all VFF-EMT members that have performed service for that municipality for the preceding calendar year, and post the statement of service in a conspicuous place for a minimum of 30 days thereafter.

History: CR 01-123; cr. Register May 2002 No. 557, eff. 6-1-02.

VFF-EMT 1.12 Program administrator qualifications.

(1) Pursuant to a fair and equitable procurement process adopted by the board, and based upon the provisions of s. 16.75, Stats., the board shall contract with one or more program administrators to offer a length of service award program. A program administrator awarded a contract shall comply with all of the following:

(a) Have at least 5 years experience administering a length of service award program as described in section 457 of the internal revenue code, or a deferred compensation program as provided therein. The program administrator's experience shall include administering at least one program that has a participation level of 1,000 or more individual members, multiple participating jurisdictions, and consolidated record keeping for all investment options offered.

(b) Have marketing and enrollment services that include the following:

1. At least annual contacts to each participating municipality and VFF-EMT describing the program and the investment options offered by the program administrator.

2. Presentations to all participating municipalities and VFF-EMT participants that include full disclosure of all direct and indirect fees and costs of the program as well as advantages and disadvantages of participating investment options offered by the program administrator.
3. Literature and forms regarding the program and the investment options offered by the program administrator to be distributed to all participating municipalities and VFF-EMT participants that are in a format approved by the board.

(c) Have services that provide unlimited opportunities to increase or decrease contributions and to redirect contributions to other investment options offered by the program administrator.

(d) Have accounting procedures and consolidated record keeping and accounting transactions that maintain all participating municipalities' and VFF-EMT participants' records and submits deposits, transfers and withdrawals to the investment companies offering investment options under the program.

(e) Have membership in good standing by the program administrator or the manager of any investment options offered in an organization customary in the program administrator's or investment manager's industry that provides protection against loss.

(f) Have no litigation risks or involvement in pending regulatory action deemed by the board or the department to be material to the continued operations of the program administrator.

(2) The board shall consider the financial strength of a program administrator or an entity affiliated with the program administrator for purposes of operating a program, on the basis of its net worth and the ratio of net worth to present or projected assets under management.

History: CR 01–123: cr. Register May 2002 No. 557, eff. 6–1–02.

VFF-EMT 1.13 Program administration. (1) A program administrator awarded a contract to provide a length of service award program shall sign a contract with the board in which the program administrator agrees to do all of the following:

(a) Comply with all statutes, rules and regulations governing the program and share pertinent information, such as municipal contributions and state matching funds, with the board and any other program administrator under contract with the board to ensure compliance with the state and federal law and regulations.

(b) Provide the services set forth in s. VFF-EMT 1.12 (1) (b) and (c).

(c) Obtain pre-approval by the board of the mandatory disclosures to participating municipalities set forth in s. VFF-EMT 1.12 (1) (b) 2.

(d) At least annually, provide full disclosure to the board of all fees and commissions earned directly or indirectly on operations of the program by the program administrator, and other financial information relative to a VFF-EMT account maintained by a program administrator, including municipal and state contributions, forfeitures, and disbursements.

(e) Provide, at the program administrator's expense, an annual independently audited financial statement of the affiliated entity providing the investment or insurance plan to a participating municipality under the program to the board within 120 days following the end of each calendar year.

(f) Submit to the board an acceptable contingency plan to address both data processing systems failures and administrative service interruptions.

(g) Upon request, provide a copy of the fund prospectus and annual report for each investment option offered by the program administrator to participating municipalities and enrolled VFF-EMT participants.

(h) Cooperate with other program administrators to provide for service credit portability between program administrators under s. VFF-EMT 1.09.

(i) At least annually, provide statements to participating municipalities and enrolled VFF-EMT participants detailing contributions made on behalf of a VFF-EMT by a participating municipality, account balance information, and disclosure of all fees, commissions and charges affecting that account's earnings or balances.

(j) Provide an annual report to all participating municipalities, VFF-EMT participants and the board illustrating the investment performance of all investment options offered.

(k) Cooperate with any successor program administrator, including extending the term of the contract for a reasonable period of time as may be necessary, to ensure a smooth transition of program administrators.

(l) Provide opinions of tax counsel or other legal counsel to the board as necessary.

(m) Provide a set of procedures to the board and participating municipalities under contract with the program administrator, detailing the steps that a participating municipality must take when terminating its participation in the program.

(2) The program administrator, its agents, and the investment options offered, shall meet all applicable state and federal laws, rules and regulations including the internal revenue code, security and exchange commission regulations, and state and federal insurance laws and regulations.

History: CR 01–123: cr. Register May 2002 No. 557, eff. 6–1–02.

VFF-EMT 1.14 Participating municipality obligations. (1) In fulfillment of its responsibility as a fiduciary of the program, a participating municipality shall review information provided by the program administrator including the mandatory disclosures described in s. VFF-EMT 1.12 (1) (b) 2.

(2) A participating municipality shall sign a contract with the program administrator for program services provided under s.16.25, Stats., and ch. VFF-EMT 1.

(3) A participating municipality shall sign a memorandum of understanding with the program administrator prior to selecting any investment option offered stating that all requirements and regulations pertinent to that option have been clearly explained by that program administrator and that the participating municipality has received an explanation by the program administrator or its representatives of the mandatory disclosures described in s. VFF-EMT 1.12 (1) (b) 2.

History: CR 01–123: cr. Register May 2002 No. 557, eff. 6–1–02.

VFF-EMT 1.15 Program termination. A participating municipality may terminate a program by adopting and filing a resolution to that effect with the board. The board shall promptly submit a copy of the resolution to the program administrator. A termination shall comply with all applicable statutes and regulations, and the requirements of the program administrator and the board. All accounts of VFF-EMT participants in a terminated program shall be treated in the same manner as accounts in a program in which the sponsoring participating municipality ceased to exist as set forth in s. VFF-EMT 1.06 (1) (e).

History: CR 01–123: cr. Register May 2002 No. 557, eff. 6–1–02.

VFF-EMT 1.16 Appeals. (1) PROTEST TO MUNICIPALITY. A VFF-EMT may protest an issue of service credit or other matter affecting the VFF-EMT's substantial interest under the program in writing to the sponsoring participating municipality. The participating municipality shall review the documentation and other submissions and make a determination in writing and return it to the protesting party within 30 days of the receipt of the written protest. The participating municipality may consult with the program administrator as required. Upon request, the board may review a participating municipality's decision.

(2) APPEAL TO THE BOARD. An individual who has a substantial interest affected by a board decision may appeal in writing to the board within 30 days of the receipt of the participating municipality's determination. The board shall review the documentation and other submissions and make a determination in writing and return it to the appealing party within 90 days of the receipt of the written appeal. All decisions of the board shall be final.

History: CR 01–123: cr. Register May 2002 No. 557, eff. 6–1–02.
RESOLUTION

Resolution to Participate in the
Wisconsin Length of Service Award Program

WHEREAS, (the municipality) (operates a volunteer fire department)/(contracts with a volunteer fire company organized under Chapter 181 or 213)/(authorizes volunteer emergency technicians to provide emergency medical services) and thus utilizes the services of volunteer firefighters and emergency medical technicians; and

WHEREAS, the State of Wisconsin (State) and the Volunteer Firefighter and Emergency Medical Technician Service Award Board (Board) have designed a length of service award program (Program), which allows private vendors to offer plans that provide benefits to volunteer firefighters and emergency medical technicians that render fire fighting and emergency medical services to a municipality that participates in the Program; and

WHEREAS, the State and the Board will match the annual contributions, made by a municipality choosing to participate in the Program on behalf of its volunteer firefighters and emergency medical technicians, up to a statutory maximum per individual, and

WHEREAS, (the municipality) wishes to participate in the Program for the benefit of its volunteer firefighters and emergency medical technicians, and agrees to abide by all pertinent state and federal statutes, regulations, rules and procedures pertaining to the Program, as well as any requirements of the private vendor chosen by (the Municipality); and

WHEREAS, (the municipality) agrees to develop standards for determining the service required of its volunteer firefighters and emergency medical technicians in order to qualify for an annual contribution;

NOW, THEREFORE, upon motion duly made and seconded, the (governing body) of the (the municipality) passed the following Resolution:

BE IT RESOLVED that (the municipality) hereby declares that it shall participate in the State of Wisconsin Length of Service Award Program and shall abide by all pertinent statutes, rules, regulations, procedures and other requirements of the Program.

BE IT FURTHER RESOLVED that all funds necessary to provide for annual contributions now and in the future under the Program be appropriated, and (insert here any specific directions requiring the governing body to take specific action to enter into negotiations, sign contracts, etc.)

Introduced and adopted this ______ day of ______________________ 200___

APPROVED:


Program Administrators Approved by the Service Award Board

Penflex, Inc. / UBS Financial Services
Contract through June, 2007

Anthony Hill
Penflex, Inc.
800-742-1409
a-hill@penflexinc.com

VFIS / The Horton Group
Contract through June, 2007

Teri Janasik
800-242-9028, ext. 4851
teri.janasik@thehortongroup.com
ORDINANCE ESTABLISHING
FIRE PROTECTION CHARGES

WHEREAS, 1983 Wisconsin Act 532 authorizes Towns to charge property owners a portion or all of the costs of fire protection;

WHEREAS, it is in the public interest of the Town of ___________ to charge the costs of such protection to property to owners;

NOW THEREFORE, the Town Board of Supervisors of the Town of ___________, does ordain as follows:

Section 1 - State Authority

Pursuant to Section 60.55, 60.555, and 60.557 of Wisconsin Stats., the Town of ___________, _____________ County hereby establishes the following policy and procedure for the payment of fire costs incurred by the Town of ___________.

Section 2 - Liability for Fire Protection Costs

The property owners of real estate within the Town of ___________ for which fire protection is provided shall be responsible for the costs of the fire calls made to their property based upon the following schedule:

EXAMPLE - Fire Calls by the ___________ Fire Department:

<table>
<thead>
<tr>
<th>Service</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Engine #1</td>
<td>$75 per hour or part of</td>
</tr>
<tr>
<td>First hour</td>
<td>$55 per hour or part of</td>
</tr>
<tr>
<td>Second &amp; subsequent hrs</td>
<td>$60 per hour or part of</td>
</tr>
<tr>
<td>Pumper #2</td>
<td>$45 per hour or part of</td>
</tr>
<tr>
<td>First hour</td>
<td>$7 per hour or part of</td>
</tr>
<tr>
<td>Second 7 subsequent hrs</td>
<td>$6 per hour or part of</td>
</tr>
<tr>
<td>Firemen</td>
<td>Actual charge for amount used</td>
</tr>
<tr>
<td>First hour per man</td>
<td>$75 per gallon</td>
</tr>
<tr>
<td>Second &amp; subsequent hrs</td>
<td>10 per tank</td>
</tr>
</tbody>
</table>

(If more than one fire department provides service to the town, you may need separate schedules.)

PLEASE NOTE SCHEDULE IS ONLY EXAMPLE AND AMOUNTS SHOULD BE ESTABLISHED BASED UPON YOUR COSTS.

Section 3 - Liability for Fire Calls from Fire Departments other than authorized fire departments

It is the policy of the Town of ___________ to contract with the fire departments listed in Section 2 above. Any property owner requesting fire protection directly from any fire department other than listed in Section 2, shall be responsible for the full costs billed to the town from the fire call from any authorized fire department. This section shall not apply to the costs of any other department responding at the request of an authorized department under mutual aid.
Option two: (which limits amount to $500)

It is the policy of the Town of _______________ to contract with the fire departments listed in Section 2 above. Any property owner requesting fire protection directly from any fire department other than listed in Section 2, shall be responsible for up to $500 per call billed to the town from the fire call from any authorized fire department. This section shall not apply to the costs of any other department responding at the request of an authorized department under mutual aid.

Section 4 - Billing and Payment Procedure

The costs of fire calls as outlined above shall be billed by the Town Clerk to the property owner and paid to the Town Treasurer within 60 days of the date of the bill. The failure to pay the bill within 60 days will result in interest being charged at the rate of ____ percent per month from the date of the bill. Those bills remaining outstanding, including interest, for more than 90 days as of November 1 of any year shall become a lien against the real estate from which fire protection was provided and shall be placed on the tax roll as a delinquent special charge pursuant to Section 66.60 of Wisconsin Statutes.

(Please note interest rate should not be more than 1½% per month)

Section 5 - Separability of Provisions

Should any section or provisions of this ordinance be declared invalid, such decisions shall not affect the validity of the remaining portions of this ordinance.

Section 6 - Effective Date

This ordinance shall take effect from and after its passage and posting as provided by law.

Adopted this ___ day of _____________, 198__ by the Town Board of Supervisors of the Town of _______________, ________________ County.

____________________
Town Chairperson

Filed this ___ day of
___________, 198__

____________________
Town Supervisor

____________________
Clerk

____________________
Town Supervisor
Cost sharing

Annual Review
Sets ‘Fair Share’

* by John A. Martin
Professor, Dept. of Governmental Affairs
University of Wisconsin-Madison

Wisconsin has nearly 850 organizations, both municipal fire departments and private associations, that provide fire suppression services. Since the state has nearly 1,850 cities, villages and towns, it means many of these organizations serve two or more communities.

When a municipal fire department or a private association serves more than one community, the issue of cost sharing is often raised when a fire department’s budget is submitted for renewal or a new contract is negotiated with a neighboring community, especially if that community is a town.¹

One or more towns may contract with the same city or village for both fire protection services and inspection services required under state law to qualify for the annual fire insurance rebate received from the State of Wisconsin. What is a fair basis for determining how much each unit should pay for the services provided by a city or village? And in paying these costs does each community served bear its “fair share” of total costs?

The fact that about 90% of the organizations providing fire protection consist of volunteers does not make allocating costs any easier; today even volunteer firefighters are likely to be paid a modest wage and are covered by one or more special insurance plans. There are still other expenses that must be met in providing fire protection, including the purchase of very expensive firefighting apparatus.

The City of Chilton maintains a municipal fire department that is manned by volunteer firefighters. The department also serves all or part of three neighboring towns: Brothertown, Charlestown and Chilton. As one result of a recent study of fire protection services and costs, the four units of government entered into an agreement that allocates costs based on a distinction between fixed and variable costs in maintaining a fire department, and uses a different basis for allocating each type of cost. The following illustrations, using fictitious communities, parallel features of this agreement.

Fixed costs, as shown in Figure 2, include expenses which are not significantly affected by an increase or decrease in fire department activities. They include the cost of maintaining the fire station and insurance premiums; they also include a fixed amount which is placed in a reserve account for firefighting apparatus approved for future purchase as part of a multi-year equipment replacement plan.

Variable costs, shown in Figure 3, include expenses which may vary from year to year and reflect the frequency with which the fire

<table>
<thead>
<tr>
<th>Expenditure Item</th>
<th>1990 Budgeted</th>
<th>Town of Bayview</th>
<th>Town of Salem</th>
<th>City of North Bay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Utilities</td>
<td>4,250</td>
<td>809</td>
<td>672</td>
<td>2,769</td>
</tr>
<tr>
<td>Building Maintenance</td>
<td>1,309</td>
<td>249</td>
<td>207</td>
<td>853</td>
</tr>
<tr>
<td>Insurance</td>
<td>2,950</td>
<td>562</td>
<td>467</td>
<td>1,922</td>
</tr>
<tr>
<td>Capital Equipment Reserve</td>
<td>50,000</td>
<td>9,518</td>
<td>7,910</td>
<td>32,573</td>
</tr>
<tr>
<td>All Other Fixed Costs</td>
<td>3,125</td>
<td>599</td>
<td>494</td>
<td>2,036</td>
</tr>
<tr>
<td><strong>TOTAL FIXED COSTS</strong></td>
<td><strong>61,634</strong></td>
<td><strong>11,732</strong></td>
<td><strong>9,750</strong></td>
<td><strong>40,152</strong></td>
</tr>
</tbody>
</table>

Percent of Total

<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Percent of Total</td>
<td>100.00%</td>
<td>19.04%</td>
<td>15.82%</td>
<td>65.15%</td>
</tr>
</tbody>
</table>

¹ Unlike cities and villages, all Wisconsin towns are required by law to either provide or contract for fire protection services.
department is called into service, the costs of operating and maintaining the department's equipment, materials and supplies used, and related operating expenses.

Fixed costs are allocated on the basis of the assessed value of property protected by the North Bay Fire Department. As Figure 1 shows, the City of North Bay accounts for 65% of the aggregate value of property in the three communities served by the city's fire department and therefore it pays 65% of the fixed costs. Variable costs are allocated on the basis of calls for service averaged over the past five years. In this way a sharp rise in the number of calls from one year to the next, within a given locality, does not immediately penalize that unit; but the area that consistently accounts for the largest share of calls will pay, over a five-year period, a proportionate share of the variable costs.

As a result of using this approach, costs are allocated among neighboring communities in a way that more accurately reflects both the value of property a fire department is expected to protect and differences in the utilization of services the department provides.

A rural town served by a city or village fire department may suggest that perhaps only the value of "improved" property should be used in computing the allocation of fixed costs, and that farmland or land dedicated to certain other purposes ought to be excluded. Today, as some rural communities have painfully learned, even farm land can be taken out of production and lose much of its value as a consequence of accidents involving hazardous materials and toxic wastes. Even in small cities and villages fire departments now invest significant amounts of money in specialized training, gear and equipment to protect rural and urban properties and residents against loss, personal injury and death related to these hazards. These added expenses have become a part of the cost of providing protection and ought to be shared on an equitable basis.

The City of Chilton and each of the other three towns served by the city's fire department have entered into a six-year contract calling for the allocation of costs based on the method just described. Information related to property values and calls for service is updated each year to insure the following year's costs will be shared in a fair and equitable manner. The agreement was worked out through cooperative efforts involving the mayor of Chilton, the three town chairmen, and the four government clerks. The product of their efforts might serve as a model for other Wisconsin communities.

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1 The city also pays the full costs of the hydrant rental charge, a charge which it continues to levy against property owners in the traditional way.

---

### Figure 1—Key Data Used in Determining Allocation of Costs

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
<th>Town of Bayview</th>
<th>Town of Salem</th>
<th>City of North Bay</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROPERTY VALUE (x 1000)</td>
<td>126,203.8</td>
<td>24,023.4</td>
<td>19,964.3</td>
<td>82,216.1</td>
</tr>
<tr>
<td>Percent of Total</td>
<td>100.00%</td>
<td>19.04%</td>
<td>15.82%</td>
<td>65.15%</td>
</tr>
<tr>
<td>CALLS FOR SERVICE</td>
<td>268</td>
<td>65</td>
<td>41</td>
<td>162</td>
</tr>
<tr>
<td>1985</td>
<td>59</td>
<td>17</td>
<td>7</td>
<td>35</td>
</tr>
<tr>
<td>1986</td>
<td>52</td>
<td>13</td>
<td>11</td>
<td>28</td>
</tr>
<tr>
<td>1987</td>
<td>50</td>
<td>11</td>
<td>8</td>
<td>31</td>
</tr>
<tr>
<td>1988</td>
<td>52</td>
<td>9</td>
<td>6</td>
<td>37</td>
</tr>
<tr>
<td>1989</td>
<td>55</td>
<td>15</td>
<td>9</td>
<td>31</td>
</tr>
<tr>
<td>Annual Average</td>
<td>54</td>
<td>13</td>
<td>8</td>
<td>32</td>
</tr>
<tr>
<td>Percent of Total</td>
<td>100.00%</td>
<td>24.25%</td>
<td>15.30%</td>
<td>60.45%</td>
</tr>
</tbody>
</table>

### Figure 3—Allocation of Variable Costs

<table>
<thead>
<tr>
<th>Expenditure Item</th>
<th>1990 Budgeted</th>
<th>Town of Bayview</th>
<th>Town of Salem</th>
<th>City of North Bay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wages and Salaries</td>
<td>18,940</td>
<td>4,594</td>
<td>2,898</td>
<td>11,449</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>5,303</td>
<td>1,286</td>
<td>811</td>
<td>3,206</td>
</tr>
<tr>
<td>Gas, Oil, Lubricants</td>
<td>875</td>
<td>212</td>
<td>134</td>
<td>529</td>
</tr>
<tr>
<td>Maintenance/Repairs:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicles</td>
<td>3,800</td>
<td>922</td>
<td>581</td>
<td>2,297</td>
</tr>
<tr>
<td>Equipment</td>
<td>1,420</td>
<td>344</td>
<td>217</td>
<td>858</td>
</tr>
<tr>
<td>Materials &amp; Supplies</td>
<td>980</td>
<td>238</td>
<td>150</td>
<td>592</td>
</tr>
<tr>
<td>Tools</td>
<td>2,115</td>
<td>513</td>
<td>324</td>
<td>1,278</td>
</tr>
<tr>
<td>Training Expense</td>
<td>2,300</td>
<td>606</td>
<td>382</td>
<td>1,511</td>
</tr>
<tr>
<td>Medical Exams</td>
<td>1,810</td>
<td>439</td>
<td>277</td>
<td>1,094</td>
</tr>
<tr>
<td>All Other Variable Costs</td>
<td>3,800</td>
<td>922</td>
<td>581</td>
<td>2,297</td>
</tr>
<tr>
<td>TOTAL VARIABLE COSTS</td>
<td>41,543</td>
<td>10,076</td>
<td>6,355</td>
<td>25,112</td>
</tr>
<tr>
<td>Percent of Total</td>
<td>100.00%</td>
<td>24.25%</td>
<td>15.30%</td>
<td>60.45%</td>
</tr>
</tbody>
</table>

### Figure 4—Allocation of Total Costs

<table>
<thead>
<tr>
<th></th>
<th>Totals</th>
<th>Town of Bayview</th>
<th>Town of Salem</th>
<th>City of North Bay</th>
</tr>
</thead>
<tbody>
<tr>
<td>1990 BUDGETED COSTS</td>
<td>204,257</td>
<td>21,808</td>
<td>16,106</td>
<td>166,343</td>
</tr>
<tr>
<td>Less Insurance Rebate</td>
<td>7,293</td>
<td>1,316</td>
<td>991</td>
<td>4,986</td>
</tr>
<tr>
<td>NET COSTS</td>
<td>196,964</td>
<td>20,492</td>
<td>15,115</td>
<td>161,357</td>
</tr>
<tr>
<td>Percent of Total</td>
<td>100.00%</td>
<td>10.40%</td>
<td>7.67%</td>
<td>81.92%</td>
</tr>
</tbody>
</table>
Self-Certification Audit Forms to Receive Fire Department Dues

Under s. 101.575, Stats., Wisconsin cities, villages or towns maintaining a fire department or contracting for fire safety services which substantially comply with certain statutes are entitled to a proportionate share of monies collected through the state Fire Department Dues program, under ss. 101.573 and 601.93, Stats.

For the Wisconsin Department of Commerce to make a determination of substantial compliance for calendar year 2005, the following self-certification audit form must be completed, signed, and returned to the department by April 1, 2006, as established in s. 101.575(4)2., Stats.

Some municipalities are served by only one fire department, while others receive fire safety services from more than one fire department. Therefore, you may receive multiple copies of these forms due to multiple jurisdictions.

This self-certification is divided into two sections of questions to document the situation in each municipality and to allow the fire chief to specifically certify for the services. Section A addresses fire protection services and section B addresses fire prevention services. This front page is to help clerks and chiefs be clear in their minds about what services are being provided for which municipality. Both pages of the form must be returned.

An Explanation of “Self-Certification Audit Forms to Receive Fire Department Dues” is attached to help in providing the correct information for your particular circumstance. A Fire Prevention Coordinator Districts Map is also attached so that your coordinator may be contacted if you have questions about the Fire Department Dues program or these forms.

- These forms are for fire safety services that the <WISCONSIN FIRE DEPT> <FDID 1234> provided for the <WISCONSIN MUNICIPALITY> in calendar year 2005:
  - If services were for both fire protection and fire prevention, then complete sections A and B of the form.
  - If services were for fire protection only, then complete section A on page one of the form.
  - If services were for fire prevention only, then complete section B on page two of the form.

- Both the clerk and the chief of the fire department providing fire safety services to the city, village or town must sign and date the appropriate signature line of this self-certification audit form. If the name of the person signing is different than the name provided from our records, print the full name of the person signing this year’s form in the space provided.
Department of Commerce, Safety and Buildings Division

Fire Prevention Coordinators

Fire Prevention Coordinators provide technical assistance, code training, code consultation, and enforcement.

**DISTRICT 1**
Dave Bruflat
PO Box 13
Cudahy, WI 53110
715-945-2995
715-296-6674 (Cell)
FAX: 715-945-2725
dbruflat@wisconsin.gov

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John Andersen
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715-828-5906 (Cell)
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jandersen@wisconsin.gov

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414-416-3339 (Cell)
FAX: 414-294-3474
sbirren@wisconsin.gov

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Terry Nolen
PO Box 930274
Verona, WI 53593
608-845-5375
608-775-0170 (Cell)
FAX: 608-845-5429
tnolen@wisconsin.gov

**Fire Information**
National Fire Incident Reporting, Fire Prevention Forms, Fire Department Dues
Luann Robb, 608-266-5824, lrobb@wisconsin.gov; fax 608-283-7412
Audrey Fries (Wed-Thurs 7a.m. - 3:30 p.m.), 608-266-9375, afries@wisconsin.gov
PO Box 7839, Madison, WI 53707-7839
201 W. Washington Avenue, 53703
http://commerce.wi.gov/sb/SB-FirePreventionProgram.html

**Fire Prevention Section Supervisor**
Robert DuPont, 608-266-8984, rdupont@wisconsin.gov, fax 608-264-8795
PO Box 2689
Madison, WI 53701-2658

The Department of Commerce is an equal opportunity service provider and employer. If you need assistance to access services or need material in an alternate format, please contact the department at 608-261-7726 or TDD 608-264-8777.

SBD-8841-P (R.02/07)
Section A: Fire Protection Services

Under Section COMM 14.48 (3) (c) cities, villages or towns must certify whether or not they are providing fire protection services by indicating they are in substantial compliance¹ with the following requirements (Place an X below behind the correct answer. Choose only one answer for each question):

1. The fire department is organized to provide continuous fire protection in that city, village or town. - Required by: s.101.575 (3) (a) 1., Stats.
2. The fire department has a designated fire chief. - Required by: s.101.575 (3) (a) 1., Stats.
3. Singly, or in combination with another fire department under a mutual aid agreement, the fire department must ensure the response of at least 4 firefighters, none of whom is the chief, to a first alarm for a building. - Required by: s. 101.575 (3) (a) 2., Stats.
4. The fire department must provide a firefighter safety and health training program as prescribed by Chapter Comm 14. - Required by: s.101.575 (3) (a) 3., Stats
5. The fire department has facilities capable, without delay, of receiving an alarm and dispatching firefighters and apparatus. - Required by: s.101.575 (3) (a) 4., Stats
6. If the fire department is a volunteer fire department, it must hold a meeting at least once each month, or a paid or partly paid fire department must ensure sufficient personnel ready for service at all times. - Required by: s.101.575 (3) (b), Stats.
7. The city, village or town must ensure that for the calendar year of 2005, the fire department dues money was only used for one or more of the following:
   - The purchase of fire protection equipment.
   - Fire inspection and public education.
   - Training of firefighters and fire inspectors performing public fire education and fire prevention inspection.
   - To fund wholly or partially firefighters' pension funds or other special funds for the benefit of disabled or superannuated firefighters. - Required by: s.101.575 (6) (a), Stats

Was the subject municipality in substantial compliance with the regulations in Section A? Yes □ No □

Self-Certification Audit Signature Section

I, the undersigned, hereby certify that the substantial compliance indicated on this self-certification audit form is true. I am signing this document in my capacity as the clerk for: <WISCONSIN TOWN.>

< WISCONSIN > County

Municipal ID Code: <XXXX>

Clerk name: <CLERK DOE>*

Work phone number: <(XX) XXX-XXXX>

*Note: If the clerk name listed above is not the name of the person signing below, then please print the full name of the person signing, provide the work phone number, check the appropriate status box and fill in the effective date.

Name: ____________________________________________ Work phone number:

☐ Acting (temporary) clerk ☐ Recently appointed clerk Effective date: __________________________

Clerk signature: __________________________ Date: __________________________

I, the undersigned, hereby certify that the substantial compliance indicated on this self-certification audit form is true. I am signing this document in my capacity as the fire chief for: <WISCONSIN TOWN FIRE DEPT.>

Chief name: <CHIEF DOE>*

FDID: <XXXX> Pay status: <X>

*Note: If the fire chief name listed above is not the name of the person signing below, then please print the full name of the person signing, the work phone number, check the appropriate status box and fill in the effective date.

Name: ____________________________________________ Work phone number:

☐ Acting (temporary) chief ☐ Recently appointed chief Effective date: __________________________

Fire chief signature: __________________________ Date: __________________________
Section B: Fire Prevention Services

Under Section COMM 14.48 (3) (c) the fire chief of every city, village or town must certify whether or not they are in substantial compliance with the following requirements (Place an X below behind the correct answer. Choose only one answer for each question):

8. The chief of the fire department provides for the inspection of every public building and place of employment at least once in each non-overlapping 6-month period, or in accordance with the exceptions established in s. Comm 14.47 (2) (d) 2.a.-r., Wis. Admin. Code, or in accordance with a special order issued by the Department of Commerce, in all territory served by the fire department.
   Required by: s. 101.14 (2) (c) 1., Stats.

9. Written or electronic reports of fire inspections are made and kept on file by the local authority having jurisdiction to conduct inspections, or its designee, in the manner or form required by the department.
   Required by: s. 101.14 (2) (e), Stats.

10. The fire department provides public fire education services.
    Required by: s. 101.14 (2) (cm), Stats.

Was the subject fire department in substantial compliance with the regulations in Section B? Yes ☐ No ☐

Self-Certification Audit Signature Section

I, the undersigned, hereby certify that the substantial compliance indicated on this self-certification audit form is true. I am signing this document in my capacity as the fire chief for: <WISCONSIN TOWN FIRE DEPT.>

Chief name: <CHIEF DOE>*

FDID: <XXXX> Pay status: <X>

*Note: If the fire chief name listed above is not the name of the person signing below, then please print the full name of the person signing, provide the work phone number, check the appropriate status box and fill in the effective date:

Name: ________________________________ Work phone number: ________________________________
   ☐ Acting (temporary) chief ☐ Recently appointed chief Effective date: __________________

Fire chief signature: _________________________ Date: ____________________

Substantial Compliance, as defined in Section Comm 14.02 (10) and for the purposes of s. 101.575 (4) (a) 1. and 2., Stats., means an ample amount of the required activity was performed through a concerted effort aimed at total compliance. A determination of substantial compliance is obtained through a common-sense approach to evaluating whether enough effort was made to comply with the applicable statute or code requirements. Substantial compliance is not a specific number or percent of compliance. A determination of substantial compliance in any one year or regulatory standard does not mean that the same amount of compliance or effort in the following year or in another area of the code automatically equals substantial compliance.

The clerk and fire chief should each make a copy of both pages of this self-certification audit form for their records. Questions concerning the audit form may be directed to your Fire Prevention Coordinator, see attachment.

SBD 10318 (R. 02/05)
Explanation of “Self-Certification Audit Form to Receive Fire Department Dues”

The numbers below follow the order in sections A and B of the form

1. Did your city, village, or town have fire protection services providing continuous fire protection in the entire municipality?

Your city, town, or village must have a fire department respond to alarms for fires, either through an organized municipal fire department, or through some contractual agreement with another fire department. If you contracted for your fire protection, the contract could be with either public or private fire departments. The key is that the fire protection was continuous throughout the entire year. If the fire protection was provided by another department, you should be prepared to demonstrate the relationship through a written agreement and/or department response records.

2. Did your fire department have a designated fire chief?

The fire department must have a designated fire chief. You should be prepared to show an auditor a department roster, table of organization, or other sufficient records.

3. Did your fire department by itself, or in combination with another fire department, respond to each first alarm for buildings with at least four firefighters, none of whom was the chief?

To satisfy this requirement you must provide evidence of the number of people who responded to reports of fires. Department fire response records, payroll records, National Fire Incident Reporting System reports, or other records can be shown. It is highly recommended that departments utilize NFIRS. To find out how your department can benefit from using NFIRS, contact your district fire prevention coordinator (see attachment), or call 608-266-5824.

4. Did your fire department provide a training program that addresses safety and health?

In order to qualify for your Fire Department Dues, training must be provided to fire fighters on subjects that relate to safety and health. This training can include, but is not limited to, incident command, rapid intervention teams, firefighter I or II, driver/operator training, fire officer training, physical fitness, self-contained breathing apparatus, hazardous materials, confined space, terrorism, etc. Department training records, either written or electronic, can prove training has been provided.

5. Did your department provide facilities capable of receiving fire alarms and dispatching fire fighters and apparatus without delay?

Your fire department must be prepared to demonstrate that it can receive alarms for fires. Department members can receive fire alarms via radio pagers, telephone ring down systems, or through sirens that can be heard throughout a community. This does not mean that the fire department must provide a building or radio system in order to qualify to receive Fire Department Dues. Communication centers operated by local police departments or county sheriff departments can be utilized, if the centers meet the requirements of this section.
6. Did your fire department either hold a meeting at least once each month, if your department is volunteer, or if a combination or paid department, maintain sufficient personnel ready for services at all times?

   If you are a volunteer department, you must be able to show that you held monthly meetings. This can be accomplished through department minutes, training reports, meeting rosters, etc.

   If you are a paid or combination department, you must be able to provide evidence that you have personnel available to respond. This evidence can be department rosters, daily staffing assignments, or any other electronic or written documents.

7. Did your city, village, or town use all of your previous Fire Department Dues in one or more of the following areas? (What an auditor would look for are fire department expenditures in one or all of the approved categories, at least equal the amount of Fire Department Dues that the department/municipality received. Note: Section 101.575(6) of the Wisconsin statutes specifically outlines what Fire Department Dues can be used for.)

   The funds can be used to purchase fire trucks, ambulances, brush trucks, etc. Money can be held in a reserve account for a number of years to accumulate enough money to purchase a vehicle. Funds can also be spent to purchase fire protection equipment used to supplement fire suppression or rescue activities.

   The Fire Department Dues can be expended on fire inspection services (e.g. wages and benefits, contracting for fire inspection services, etc.) and for other fire education services or equipment. Money is sometimes spent for fire prevention brochures, props, and other public education items used to promote fire safety.

   Sponsoring training seminars, attendance at seminars, tuition, books, travel, and overtime costs are all permitted expenses of the training.

   The Fire Department Dues can supplement retirement programs such as the “Length of Service Awards Program” or other approved retirement program sponsored by the local municipality.

8. Did the chief of your fire department provide for the inspection of every public building and place of employment within that department’s jurisdiction at the following frequency: (a) at least once in each non-overlapping 6-month period; (b) in accordance with the exceptions established in s. Comm 14.02 Wis. Admin. Code; or (c) in accordance with a special order issued by the Department of Commerce?

   A department must be able to demonstrate that it substantially complied* with provisions a, b, or c. Buildings a fire department is aware of must have at least two inspections per year, or at least one per year if the exceptions noted above are relevant. It is possible that there may be public buildings or places of employment that the fire department is not aware of and, within reason, these buildings will not be used to establish noncompliance. The fire chief is responsible for determining the number of inspectable buildings in the community. This list should be updated at least yearly, if not immediately when new buildings are constructed or found.

   Seasonal occupancies must be inspected twice per year; there are no rules that permit a fire department to inspect seasonal occupancies only once per year.
If a department applied for and received a special order, it must provide the special order to an auditor. Auditors will base their review on the special order requirements.

*"Substantial compliance," for the purposes of s. 101.575 (4) A) 1. And 2. Stats., means an ample amount of the required activity was performed through a concerted effort aimed at total compliance. A determination of substantial compliance is obtained through a common-sense approach to evaluating whether enough effort was made to comply with the applicable statute or code requirements. Substantial compliance is not a specific number or percent of compliance. A determination of substantial compliance in any one year or regulatory standard does not mean that the same amount of compliance or effort in the following year or in another area of the code automatically equals substantial compliance.

9. Are written reports of fire inspections made and kept on file by your fire department or its designee?

Written or electronic reports of fire inspections must be kept on file. The minimum information that a fire inspection report must contain is the date of inspection, location of the inspection, violations found, if any, and corrective actions taken, if any. A written or electronic report must be maintained for each inspection conducted by a fire department.

10. Did the fire department provide public education services?

Fire departments should keep records of public fire education programs and tours given. Records for fire station tours can indicate the date and time of the tour, as well as the number of children and adults. Activities such as open houses and fundraising meals can also satisfy this requirement, as long as some type of fire education program accompanied the event. Completion of a training record can also serve as documentation for presentation of a public education program to the public. Chapter Comm 14.47 specifies other fire prevention that a department can engage in to qualify for public education services. These activities include, but are not limited to, fire inspector training, fire prevention week programs, residential fire inspection programs, building plan review programs, speakers bureaus, youth fire awareness programs (e.g. Juvenile Fire Safety Programs), fire extinguisher training programs, and smoke alarm programs.
66.0113 * Citation ordinance.

STATE OF WISCONSIN
Town of ________
________ County

SECTION I - TITLE AND PURPOSE

The title of this ordinance is the Town of ________ Citation Ordinance. The purpose of this ordinance is to authorize the Town Board of the Town of ________, or its designees, to issue citations for violations of Town of ________ ordinances, including ordinances with statutory counterparts.

SECTION II - AUTHORITY

The Town Board of the Town of ________, ________ County, Wisconsin, has the specific authority under s. 66.0113, Wis. stats., to adopt this ordinance.

SECTION III - ADOPTION OF ORDINANCE

The Town Board of the Town of ________, by this ordinance, adopted on proper notice with a quorum and by a roll call vote by a majority of the town board present and voting, provides the authority for the Town of ________ to issue citations for violations of Town of ________ ordinances, including ordinances with statutory counterparts.

SECTION IV - SUBDIVISION AND NUMBERING OF THIS ORDINANCE

This ordinance is divided into sections designated by upper case Roman numerals. Sections may be divided into subsections designated by upper case letters. Subsections may be divided into paragraphs designated by numbers. Paragraphs may be divided into subdivisions designated by lower case letters. Subdivisions may be divided into subdivision paragraphs designated by lower case Roman numerals. Reference to a "section," "subsection," "paragraph," or "subdivision" includes all divisions of the referenced section, subsection, paragraph, or subdivision.

SECTION V - COVERAGE

A. Except as provided in subsections D and E [and F if applicable], the form for citations to be issued in the Town of ________ by the town board, or its designees, for violations of Town of ________ ordinances shall be as provided in this subsection and shall include all of the following:
   1. The name and address of the alleged violator.
   2. The factual allegations describing the alleged violation.
   3. The time and place of the alleged violation.
   4. The number of the ordinance violated.
   5. A designation of the offense in a manner that can be readily understood by a person making a reasonable effort to do so.
   6. The time at which the alleged violator may appear in court.
   7. A statement that in essence informs the alleged violator of all of the following:
      a. That the alleged violator may make a cash deposit of a specified amount to be mailed to a specified official within a specified time.
      b. That if the alleged violator makes a cash deposit, he or she need not appear in court unless subsequently summoned.
      c. That if the alleged violator makes a cash deposit and does not appear in court, he or she
either will be deemed to have tendered a plea of no contest and submitted to a forfeiture, plus costs, fees, and surcharges imposed under chapter 814, Wis. stats., not to exceed the amount of the deposit, or will be summoned into court to answer the complaint if the court does not accept the plea of no contest.

d. That if the alleged violator does not make a cash deposit and does not appear in court at the time specified, the court may issue a summons or a warrant for the defendant's arrest or consider the nonappearance to be a plea of no contest and enter judgment under s. 66.0113 (3) (d), Wis. stats., or the municipality may commence an action against the alleged violator to collect the forfeiture, plus costs, fees, and surcharges imposed under chapter 814, Wis. stats.

e. That if the court finds that the violation involves an ordinance that prohibits conduct that is the same as or similar to conduct prohibited by state statute punishable by fine or imprisonment or both, and that the violation resulted in damage to the property of or physical injury to a person other than the alleged violator, the court may summon the alleged violator into court to determine if restitution shall be ordered under s. 800.093, Wis. stats.

8. A direction that if the alleged violator elects to make a cash deposit, the alleged violator shall sign an appropriate statement that accompanies the citation to indicate that he or she read the statement required under s. 66.0113 (1) (b) 7., Wis. stats., and shall send the signed statement with the cash deposit.

9. Any other information as may be deemed necessary.

B. The town board adopts the following schedule of cash deposits that are required for the various Town of ________ ordinance violations, which includes for each listed violation costs, fees, and surcharges imposed under chapter 814, Wis. stats.: [list deposit amount for each violation]

C. The town board names the following court, clerk of court, or other official to whom cash deposits are to be made and requires that receipts shall be given for cash deposits: [state court, clerk of court, or official]

D. The town board requires that in traffic regulation violation actions, except for parking regulation violations, the uniform traffic citation specified in s. 345.11, Wis. stats., shall be used by the Town of ________ in lieu of the citation form described in subsection A.

E. The town board requires that in actions for violations of Town of ________ ordinances enacted in accordance with s. 23.33 (11) (am) or 30.77, Wis. stats., the citation from specified in s. 23.54, Wis. stats., shall be used in lieu of the citation form noted described in subsection A.

F. (Optional) [include if town has established a municipal court] If the action for a violation of a municipal ordinance is to be in municipal court, the citation used shall be in compliance with s. 800.02 (2), Wis. stats. The service of the citations in municipal court shall conform with s. 800.01, Wis. stats. The officers authorized to issue citations for municipal court actions are: [list town officers] The citation for any violation to be heard in municipal court shall contain substantially all of the following information:

1. The name, address, and date of birth of the defendant.
2. The name and department of the issuing officer.
3. The violation alleged, the time and place of occurrence, a statement that the defendant committed the violation, the ordinance, resolution, or bylaw violated, and a designation of the violation in language that can be readily understood.
4. A date, time, and place for the court appearance, and a notice to appear.
5. Provisions for the amount of a deposit and stipulation in lieu of a court appearance, if applicable.
6. Notice that the defendant may make a deposit and thereby obtain release if an arrest has been made.
7. Notice that the defendant may, by mail prior to the court appearance, enter a plea of
guilty and may within 10 days after entry of the plea request a jury trial.
8. Notice that, if the defendant makes a deposit and fails to appear in court at the time fixed in the citation, the defendant is deemed to have tendered a plea of no contest and submits to a forfeiture, penalty assessment, jail assessment, and crime laboratories and drug law enforcement assessment, any applicable consumer protection assessment, and any applicable domestic abuse assessment plus costs, including the fee prescribed in s. 814.65 (1), Wis. stats., not to exceed the amount of the deposit. The notice shall also state that the court may decide to summon the defendant rather than accept the deposit and plea.
9. Notice that if the court finds that the violation involves an ordinance that prohibits conduct that is the same as or similar to conduct prohibited by state statute punishable by fine or imprisonment or both, and that the violation resulted in damage to the property of or physical injury to a person other than the defendant, the court may summon the defendant into court to determine if restitution shall be ordered under s. 800.093, Wis. stats.
10. Notice that if the defendant does not make a deposit and fails to appear in court at the time fixed in the citation, the court may issue a summons or a warrant for the defendant’s arrest or may enter a default judgment against the defendant.
11. Any other pertinent information.

SECTION VI - ISSUANCE AND SERVICE OF CITATION

A. Town of _______ citations may be issued by the Town Board of the Town of _______ or the Town Board of the Town of _______ may designate certain Town of _______, _______, _______ County, or other municipal officials, with their written approval, to issue such citations.
B. Town of _______ citations, in addition, may specifically be issued by _______ [state specific town or county official]. This official may also designate a person to issue such Ordinances for the Town of _______ and this official may revoke this authority to issue anytime.
C. The Town of _______ Town Board has designated the Town Chair or any person approved by the Town Board to serve any citations for the Town of _______ upon issuance. Any person specifically authorized by the Town Board to issue citations by the Town Board of the Town of _______ may also serve such citations.

SECTION VII - RELATIONSHIP TO OTHER LAWS

The adoption and authorization for use of a citation under this ordinance does not preclude the Town Board of the Town of _______ from adopting any other ordinance or providing for the enforcement of any other law or ordinance or providing for the enforcement of any other law or ordinance relating to the same or any other matter. The issuance of a citation under this ordinance does not preclude proceeding under any other ordinance or law relating to the same of any other matter. Proceeding under any other ordinance or law relating to the same or any other matter does not preclude the issuance of a citation under this ordinance.

SECTION VIII - SEVERABILITY

If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance that can be given effect without the invalid provision of application, and to this end, the provisions of this ordinance are severable.

SECTION IX - EFFECTIVE DATE

This ordinance is effective on publication or posting.
The town clerk shall properly post or publish this ordinance as required under s. 60.80, Wis. stats.
Adopted this _______ day of _______ 20__. 

[Signatures of town board]
Attest: [Signature of town clerk]
66.0425, 86.07 * Driveway and highway access permit ordinance.

Attachment J

66.0425, 86.07 * Driveway and highway access permit ordinance. 175

(ONLY for use by towns authorized to exercise VILLAGE POWERS under s. 60.22, Wis. stats.)

STATE OF WISCONSIN
Town of ________
________ County

SECTION I - TITLE AND PURPOSE

The title of this ordinance is the Town of ________ Driveway and Highway Access Permit Ordinance. The purpose is to regulate, for public health and safety reasons, the establishment, repair, construction, improvement, modification, and reconstruction of private driveways, to assure that the methods of repair, construction, improvement, modification, and reconstruction practices used in any driveway will protect properly the public health, safety, and general welfare of persons in the Town of ________, and to limit and regulate highway access by motor vehicles to any town highway in the town. This is not a town zoning ordinance.

SECTION II - AUTHORITY

The town board has the specific authority under ss. 66.0425 and 86.07, Wis. stats., to adopt a town highway access permit ordinance, and has the general authority under its village powers under s. 60.22, Wis. stats., to adopt this ordinance.

SECTION III - ADOPTION OF ORDINANCE

The town board, by this ordinance, adopted on proper notice with a quorum and roll call vote by a majority of the town board present and voting, provides the authority for the town to regulate and permit certain driveways and highway access locations in the town.

SECTION IV - DEFINITIONS

In this ordinance:
A. "Prime or productive agricultural or forestry land" means any land within the town that is currently being farmed or kept in forestry, including cropland and pastureland, or land that is included in a government sponsored agricultural or forestry program.
B. "Driveway" means any private way, private road, or other avenue of private travel that runs through any part of a private parcel of land that connects or will connect with any public highway, and will provide vehicular access from the highway to a residence, business, recreational site, or other similarly appropriate use.
C. "Emergency vehicle" means any fire, police, ambulance, or first responder vehicle used in emergency or hazard activities in the town.
D. "Impacted landowner" means an owner of real estate that is provided vehicular access to a public highway by a driveway determined to be unsafe.
E. "Town" means the Town of ________, ________, County, Wisconsin.
F. "Town board" means the board of supervisors for the Town of ________, ________, County, Wisconsin and includes any designee of the board authorized to act for the board.
G. "Town clerk" means the clerk of the Town of ________, ________, County, Wisconsin.
H. "Wis. stats." means the Wisconsin Statutes, including successor provisions to cited statutes.

SECTION V - SUBDIVISION AND NUMBERING OF THIS ORDINANCE

This ordinance is divided into sections designated by upper case Roman numerals. Sections may be
divided into subsections designated by upper case letters. Subsections may be divided into paragraphs designated by numbers. Paragraphs may be divided into subdivisions designated by lower case letters. Subdivisions may be divided into subdivision paragraphs designated by lower case Roman numerals. Reference to a "section," "subsection," "paragraph," or "subdivision" includes all divisions of the referenced section, subsection, paragraph, or subdivision.

SECTION VI - COVERAGE

A. No person may establish or construct a driveway or reconstruct, reroute, or alter the existing slope of any existing driveway or any town or other highway or highway right-of-way in the town in relation to the connection of the highway or highway right-of-way to a driveway, whether new or previously existing, without first obtaining a Town Driveway Permit to be issued by the town board.

B. No person may establish or construct a driveway or reconstruct, reroute, or alter any highway access onto a town highway without first obtaining a Town Highway Access Permit to be issued by the town board.

C. Any person prior to and at the time of seeking a Town Driveway Permit or a Town Highway Access Permit must own or have a legal interest in and current legal access to the land to which the permit(s) will apply.

D. 1. Commencing 6 months after the effective date of this ordinance and upon receipt of written notice from the town, no landowner may maintain or use, or allow the maintenance or use of, any existing driveway on the landowner's land for general public or emergency vehicle access to and from a residential dwelling in the town if the driveway, for any structural, location, or design reasons, has been determined by the town board, or its agents, in writing to substantially limit or negate safe and timely vehicle access and travel of general public or emergency vehicles to and from the residential dwellings served by the driveway.

2. The town board shall serve upon any potentially impacted landowner a copy of its written determination under paragraph 1 that a driveway substantially limits or negates safe and timely vehicle access and travel of general public or emergency vehicles to and from the residential dwellings served by the driveway. The determination of the town board shall not be final until a public hearing before the town board has been held. The town board shall publish a class 2 notice, under s. 985.07, Wis. stats., of the public hearing.

3. A copy of the town board's written determination and notice of the public hearing on the town board's determination shall be served by registered or certified mail on any potentially impacted landowner within 20 days of the making of the written determination and at least 10 days prior to the hearing date. The notice shall include the names of all potentially impacted landowners and the location of the subject driveway in the town. The notice may specifically contain a warning that due to the existing condition of the driveway emergency vehicle access to the dwellings served by the subject driveway may not be possible.

4. Any potentially impacted landowner may provide at the public hearing evidence regarding access provided by and the condition of the driveway. Any potentially impacted landowner may be represented by legal counsel at the public hearing and may present witnesses and cross-examine witnesses presented by the town board. All witnesses testifying before the town board shall be under oath. No person testifying before the hearing shall vote as a member of the town board in making a final determination regarding the subject driveway.

5. The town board, at or after the hearing, may order any of the following:
   a. That the town attorney seek a court order providing that the driveway be closed for general vehicle traffic use, but not closed to emergency vehicle use, until the driveway is structurally designed and reconstructed to allow for safe and timely general public and emergency vehicle access to and from the residential dwellings served by the driveway.
b. That the town attorney seek a court order providing that the driveway be reconstructed or repaired to allow for safe and timely vehicle access and travel of general public or emergency vehicles to and from the residential dwellings served by the driveway in a proper manner and in a reasonable time specified by the court and that if the driveway is not so reconstructed or repaired by the date specified, the town board may have the driveway reconstructed or repaired and the cost assessed as a special assessment against the land under its police power under ss. 66.0701 and 66.0703, Wis. stats.

The town board may have other reasonable and necessary action that will serve to protect the public health and safety of persons within the town, including the owner, occupants, or guests of the owner of the land.

SECTION VII - SPECIFICATIONS

Commencing 6 months after the effective date of this ordinance for existing driveways and commencing on the effective date of this ordinance for new driveways being constructed, all driveways in the town for which a Town Driveway Permit is required under Section VI shall meet all of the following minimum requirements. No permit shall be issued unless the materials submitted as required under Sections VIII and IX demonstrate compliance with the requirements of this section:

[Here list the specific minimum specifications for driveways, such as required minimum driveway width, curve radius, overhead clearance, culvert size, and any other specifications deemed necessary and appropriate to protect the public health and safety after consultation with the town engineer and emergency service providers.]

SECTION VIII - APPLICATION AND PERMIT PROVISIONS

A. The town board shall approve a form for application for both the Town Driveway Permit and the Town Highway Access Permit, which shall be available from the town clerk.

B. The applicant for a Town Driveway Permit or a Town Highway Access Permit shall submit to the town clerk a completed application for each with the appropriate fee and with the following attachments:

1. Sketch Map. A rough sketch showing the conceptual idea of the project and approximate location and dimensions of the project. The sketch map may be submitted to the town board prior to the preparation or submission of the other supporting documents in order for the town board to provide initial comments and review of the proposal. However, formal approval for a Town Driveway Permit or Town Highway Access Permit will not be granted without the submission of complete supporting documents.

2. Plat Map. A plat map indicating the location and dimensions of the desired driveway and highway access locations, if any, as well as the parcels immediately adjacent to the applicant's property. The applicant may first submit only a sketch plat. Once the town board has reviewed the sketch plat, the applicant may be asked to submit an additional preliminary plat or final plat, or both.

3. Aerial Photo/Site Analysis.
4. Soil/Slope Analysis.
5. (Optional) Driveway Construction Plan.
6. (Optional) Highway Access Location Plan.
7. Other Documents. The town board may require other documents to be attached to the Driveway Permit Application, including a Town Highway Access Permit.

C. Procedures for the evaluation of the Town Driveway Permit Application and any required Town Highway Access Permit Application by the town board, including any required site inspection of the proposed driveway, public hearing, and town board meetings, are as follows: [list specific procedures]
The town board shall approve or deny every Town Driveway Permit Application or Town Highway Access Permit Application and may, as a condition of issuance, place specific restrictions or conditions on the permit, which shall require compliance by the permittee. Reasons for denying a Town Driveway Permit Application or Town Highway Access Permit Application may include, but are not limited to:

1. The inconsistency or nonconformance of the proposed driveway or highway access with any of the following:
   a. This ordinance.
   b. Any existing town comprehensive plan, master plan, or land use plan.
   c. Town ordinances, rules, regulations, or plans.
   d. Any applicable county, state, or federal laws, ordinances, rules, regulations, or plans.

2. The driveway, bridge, culvert, or highway access, or any combination, when constructed, rerouted, reconstructed, or altered as proposed would be dangerous or unsafe for use by persons in the town.

3. The application as filed and submitted is incomplete or contains false material as determined by the town board.

4. Alternative driveway locations, bridges, culverts, and highway access locations will be safer for persons ingressing or egressing on the driveway and access point by motor vehicle or for persons traveling on the adjacent highway by motor vehicle.

5. Alternative driveway locations or alternative highway access locations will preserve or better protect more prime or productive agricultural or forestry land in the town.

6. Alternative driveway locations or alternative access highway locations will have less negative land use impact on historically, archaeologically, community, public, or culturally significant or environmentally sensitive parcels of land or facilities in the town, including land adjacent or near the proposed driveway.

7. The driveway will not provide timely and adequate ingress and egress for emergency vehicles.

E. In the event of a denial of a Town Driveway Permit Application or Town Highway Access Permit Application, the town board shall recite in writing the particular facts upon which it bases its denial of the permit. The town board shall also afford the applicant an opportunity to review the town board's decision and present evidence at a public hearing after a Class 1 Notice under s. 985.07, Wis. stats., of the hearing to the town board refuting the determination. Thereafter, the town board may affirm, reverse or modify its decision. The town board shall recite in writing findings for any decision to modify or reverse its initial determination.

F. If the town board denies two consecutive applications for a Town Driveway Permit or denies two consecutive applications for a Town Highway Access Permit on the same parcel, no subsequent reapplication for a permit of the same type that was denied for that parcel will be considered within ____ months of the second denial of either.

G. Both the Town Driveway Permit and the Town Highway Access Permit are effective for ____ months from the date of issuance. Each permit shall expire after ____ months unless renewed.

H. Each permit may be renewed for an additional period of 6 months. If the driveway or highway access has not been constructed by the end of one 6-month renewal period, a new application and fee must be submitted and approved.

I. The applicant shall notify ______ [designate town official] within 30 days after completion of the construction, reconstruction, rerouting, or alteration of the driveway or highway access. Within 30 days of notification, the town shall conduct an inspection of the driveway or highway access to ensure full compliance with all of permit conditions and provisions of this ordinance. Upon a determination of completeness and compliance, the town board shall issue a Town Driveway Occupancy Permit.

J. No building permit for any construction of buildings or structures will be issued by the town
66.0425, 86.07 * Driveway and highway access permit ordinance.

until the driveway or highway access is constructed, reconstructed, rerouted, or altered according to the specifications of the permit as issued and this ordinance.

K. An application fee that is nonrefundable in an amount determined by a resolution of the town board will be charged for each permit application as follows:
   1. Town Driveway Permit Fee $____
   2. Town Highway Access Permit $____

L. The town board, or its designees, shall have the right of inspection onto land pursuant to a warrant issued under s. 66.0119, Wis. stats., for the purpose of inspecting existing or proposed driveways to determine if the driveways will allow for the safe and timely travel by emergency vehicles or vehicles of the general public.

SECTION IX - CONSTRUCTION PLAN OR HIGHWAY ACCESS PLAN

A. The town board may in writing require a driveway construction plan or highway access plan prior to any proposed driveway or highway access construction, reconstruction, rerouting, or alteration. A driveway construction plan is required for any of the following unless the requirement is waived by the town board in writing:
   1. Construction of a driveway or segment of a driveway that requires the disturbance of land with a slope of more than ____%.
   2. A driveway or segment of a driveway that requires a retaining wall or other special erosion control measure as determined by the town board, town building inspector, or other designated officer and prior to any permit issuance.
   3. A driveway that crosses a waterway or has the potential to significantly alter existing drainage patterns or quantity of runoff.
   4. Construction or modification of a driveway that necessitates construction or improvement of a bridge or culvert.
   5. When the town board in writing requests a driveway construction plan or town highway access plan.

B. A highway access plan is required for all sections of any proposed driveway by the applicant that will enter onto a town highway.

C. If required by the town board or its designee, a driveway construction plan or highway access plan will include a scale plan showing all of the following:
   1. Location. The precise location of the driveway or the segment of the driveway for which the driveway construction plan is required, including the width and length of the driveway.
   2. Slope. A profile of the driveway route before and after construction showing a maximum finished driveway slope of ____%.
   3. Retaining Walls. The location and structure of any retaining walls.
   4. Bridges. The location, size, and design calculations of any bridges.
   5. Culverts. The location, size, and design calculations of any culverts.
   6. Cross-section. Typical cross-sections of the driveway.
   7. Erosion Control. Required mulching, matting, or other erosion control.
   8. Storm Water Management. Drainage methods engineered for the particular surface type, including location and dimensions of ditches, proper grading technique, projected water handling capability, and water loads at the point of access to the public highway.
   9. Other Access Points. The location of any other access points onto the town highway within one mile of the proposed access point.

D. No construction, reconstruction, rerouting, or alteration of a driveway nor construction of a highway access onto a town highway may commence until all of the following conditions are met:
   1. The driveway construction plan or highway access plan, if required, is approved by the town board.

2. A Town Driveway Permit is issued by the town, and if applicable, a Town Highway Access Permit is issued by the town.

3. When applicable, any other necessary approvals are obtained from _______ County or the State of Wisconsin.

4. The town board shall, when applicable, seek review and comment from the local fire chief, or his or her deputies, regarding the proposed driveway and whether the proposed driveway will allow for adequate and timely emergency vehicle access and other equipment access to buildings and structures within the premise.

E. The preparation of a driveway construction plan or a highway access plan does not guarantee the approval of a Driveway Construction Permit or Town Highway Access Permit by the town board.

F. As a condition of any Town Driveway Permit and any Town Highway Access Permit, the driveway and highway access shall be constructed and maintained by the owner or occupant to ensure safe, timely, and proper access and travel by emergency vehicles.

G. The approval of a Town Driveway Permit or Town Highway Access Permit application by the town board does not constitute a determination that the driveway is safe, suitable for use or otherwise passable for vehicles of the general public or emergency vehicles, that public access and travel is authorized, or that the applicant or permittee is in compliance with this ordinance. No person may rely on the issuance of either permit to determine that a driveway, bridge, culvert, or highway access location is fit or safe for any purpose or that any person is in compliance with this ordinance or any State or County laws or ordinance. The town board may require issuance of a Town Driveway Occupancy Permit prior to any determination by the town board that the driveway is fit for timely and safe travel by vehicles of the general public and emergency vehicles and that such travel is authorized. Issuance of a Town Driveway Occupancy Permit does not insure that the driveway will be suitable for use or otherwise passable for emergency vehicles at any time after the date of issuance of the Town Driveway Occupancy Permit.

H. The approval of the Town Driveway Permit, Town Driveway Occupancy Permit or Town Highway Access Permit application does not establish or commit the town to future approval of any driveway as a public road or highway in the town.

SECTION X - PENALTY PROVISION

Any person, partnership, corporation, or other legal entity that fails to comply with the provisions of this ordinance shall, upon conviction, pay a forfeiture of not less than $____ nor more than $____, plus the applicable surcharges, assessments, and costs for each violation. Each day a violation exists or continues constitutes a separate offense under this ordinance. In addition, the town board may seek injunctive relief from a court of record to enjoin further violations.

SECTION XI - SEVERABILITY CLAUSE

If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are severable.

SECTION XII - EFFECTIVE DATE

This ordinance is effective on publication or posting.

The town clerk shall properly post or publish this ordinance as required under s. 60.80, Wis. stats.

Adopted this ______ day of ______ 20__.
66.0425, 86.07 * Driveway and highway access permit ordinance.

I81

[Signatures of town board]

Attest: [Signature of town clerk]
FIRE SERVICE MUTUAL AID PACT

_________________________ AND ______________________
City, Village or Town City, Village or Town

STATEMENT OF PURPOSE: It is the purpose of this agreement to provide extended fire
fighting capabilities in the participating municipalities.

Reliance on mutual aid under this is not intended to be a substitute for
maintenance of an adequate level of fire fighting capability that shall enable
each participating municipality to meet its normal fire service needs.

This agreement is entered into by and between the communities of:
_________________________, Wisconsin and the _______________________, Wisconsin,
and shall be bilaterally binding upon each of the parties, and is entered into pursuant to
the authority granted under Wisconsin Statutes Section 66.30 providing for inter-
governmental cooperation.

This agreement shall become effective on the date an executed copy hereof
is filed in the office of the Municipal Clerks of the respective parties.

OPERATION: Each member municipality hereby authorizes their Fire Chief to request
and afford mutual aid from and to other pact members when properly requested. In the
absence of the fire chief, the departmental personnel are authorized to act employing the
appropriate chain of command.

The chief elected official (i.e. Mayor, Village President and Town
Chairperson) will be notified when feasible by the proper authorities.

RULES AND REGULATIONS for the technical operation of this pact shall be as follows
and shall be adhered to by member Fire Departments under the direction of their Fire
Chiefs.

A. Provided that nothing so written in the rules and regulations shall in any way
require a pact member to at any time materially impair the service necessary
for the protection of their individual municipalities. (Right of Refusal)
RULES AND REGULATIONS (Continued)

B. The municipality requesting mutual aid shall be legally responsible for the acts of the fire fighters responding officially to a request for mutual aid while they are performing duty in the aided community.

"Performing Duty" shall include any movement of any equipment or use of material within the boundaries of the aided community.

C. Responding or Aiding fire departments shall be responsible for the acts of their members enroute to or returning from the emergency in all other localities or places, other than within the boundaries of the aided community.

D. No signatory shall be held liable to another signatory for damages, loss of equipment, injury to personnel, or payment of compensation arising as a result of assistance rendered under the terms of this agreement;

1. Provided; however, that if the equipment or property of a signatory is damaged or destroyed by the willful, wanton or reckless conduct of another signatory, its agent or employees, the signatory responsible for such misuse and/or injury shall be responsible for damages therefrom.

2. Provided that, a requester of the mutual aid shall assume responsibilities for the expenses such as lubrication oil, motor fuel, foam and expendable resources such as hazardous material supplies, to the extent of supplies available at the time of the request.

3. Provided further, that all parties shall exercise due diligence in returning lost or forgotten equipment or material to the rightful owner.

E. Responding or Aiding departments shall provide units that are adequately staffed and equipped.

F. If a member of a fire department is killed or injured while officially "responding to" or "returning from" or "acting at" the emergency under this mutual aid agreement, the department of which he/she is a member shall grant him/her the same compensation and insurance benefits that it would if the emergency were in his/her community.
RULES AND REGULATIONS (Continued)

G. When requested by a responding or aiding department, directions to the scene shall be provided by the aided department to lead units inside the boundaries of the aided community.

When filing a station, the requesting Fire Department shall provide an officer to respond on the apparatus.

H. The Chief of the Fire Department, or his/her authorized assistant that made the request for aid, shall assume full charge of the operations.

However, the apparatus, personnel, equipment and material of any department rendering assistance, shall be under the immediate supervision of and shall be the immediate responsibility of the officer in command of the responding apparatus rendering assistance.

I. Each member Fire Department shall file with the other participating Fire Chiefs a form mutually developed to provide the following:

1. Names of Chief and others in charge.
2. Business numbers of departments, if available.
3. A list of any or all equipment available for mutual aid.
4. A copy of the department personnel roster showing the chain-of-command.
5. Annually provide member departments with updated
   a. maps of your community
   b. lists of available equipment
   c. personnel rosters showing chain-of-command

This shall be done within the first month of each new year by the chief of each member department.

All of the requirements with the exception of the map should be submitted on a mutually accepted form using a standard format known as a resource composite sheet.
The Fire Chiefs of the various signatories are hereby authorized to further enact the details of this pact for efficient day-to-day operation.

This pact shall supersede all other previous mutual aid pacts for fire services entered into between the signatories.

TERMS OF AGREEMENT: This agreement shall remain in force and effect until canceled by filing with the affected municipalities of a cancellation notice approved by the governing body of the withdrawing unit of government and signed by its highest ranked elected official (i.e. Mayor, Village President or Town Chairperson). Cancellation shall become effective thirty (30) days after the transmittal of such notice.

BE IT RESOLVED:

1. That this Mutual Aid Pact is hereby approved and the rights and duties therefor are hereby assumed and accepted, subject to the terms and conditions herein before set forth.

2. The Fire Chiefs of the respective signatories are hereby authorized and directed to do and perform the necessary acts to fulfill the obligations of this agreement.

3. The Mutual Aid Pact shall be reviewed by the respective Fire Chiefs every three (3) years.

COMMUNITIES:

__________________________________ AND ______________________________________
City, Village or Town                City, Village or Town

SIGNED:

__________________________________             ____________________________________
Mayor, President, Chairperson        Mayor, President, Chairperson

__________________________________             ____________________________________
Municipal Administrator (Clerk)       Municipal Administrator (Clerk)

Approved as to Form                  Approved as to Form

__________________________________             ____________________________________
Municipal Attorney                    Municipal Attorney

__________________________________             ____________________________________
Municipal Fire Chief                  Municipal Fire Chief

__________________________________             ____________________________________
Date of Signing                       Date of Signing