

## CHAPTER 5 - FIRE PROTECTION

5.01 FIRE DEPARTMENT RECOGNIZED. The members of the Conover Volunteer Fire Department are hereby officially recognized as the Fire Department of the Town and the duty of fire fighting and the prevention of fires in the Town, is delegated to such Department. Its organization and internal regulation shall be governed by the provisions of this chapter and by such constitutions and bylaws adopted by the fire department as are approved by the Town Board, except as is otherwise provided by law and ordinance.

5.02 MEMBERSHIP AND ORGANIZATION. (1) The Conover Fire Department will be organized as a single Town Fire Department with no less than 20 active members.

(2) The organization and general operations of the Fire Department will be determined by the elected fire department officers in accordance with the constitution and bylaws of the department.

### (3) CONSTITUTION AND BY-LAWS

#### ARTICLE I – OBJECTIVES

SECTION 1. The objective of this department, hereby known as the Town of Conover Volunteer Fire Department, which is a unit of this Town, shall be for the prevention of fire; to safeguard the lives and property of all people in this community; to effect fire and rescue operations when called upon to do so; for the saving of life and property, and to promote fire safety education. This unit of the Town of Conover, is to comply with State of Wisconsin laws related to functions of a fire department. The emergency medical technicians of the Conover Fire Department shall be known as the Conover Ambulance and are a part of and accountable to the same although contracted through a medical facility.

#### ARTICLE II – TOTAL MEMBERSHIP

SECTION 1. The compliment of this department shall not be less than 20 active members or more than 30. In addition to active personnel, there may be as many as 5 probationary members. In an event, the total active membership falls below 25, the department shall initiate an immediate recruitment campaign. Conover Ambulance membership shall be within contract guidelines.

#### ARTICLE III – MEMBERSHIP

SECTION 1. The membership of this organization shall be comprised of a probationary, active and honorary members.

SECTION 2. Each active member is entitled to (1) one vote or ballot. A “vote” is defined as voice or show of hands vote. A “ballot” is defined as a written secret ballot.

SECTION 3. The membership shall consist of residents of the Town of Conover, and or, any person residing in close proximity of this Town. The minimum age for membership shall be 18 years of age. Maximum age to be determined at discretion of membership as it applies to each individual.

SECTION 4. Membership shall be open to all residents of the Town of Conover and surrounding area 18 years of age and older, who are willing and capable of meeting and maintaining the current requirements for such duties subject to a 2/3 vote of the quorum present.

SECTION 5. A probationary member may become eligible for active membership after a 6 month probationary period and upon completing a 60 hour ELF 1 and 2 training sessions. If such probationary member does not meet this criteria he or she shall be automatically dropped and will be notified in writing by the secretary.

SECTION 6. If there is a vacancy of the active membership list, all probationary members fulfilling Article III, Section 4 shall be eligible for election to active membership. The election shall be by 2/3 ballot of eligible voters present.

SECTION 7. Any person who has rendered distinguished service to this organization shall be eligible for election to honorary membership to this organization by a majority ballot of eligible voters present.

SECTION 8. Any member missing more than (4) four consecutive monthly meetings or drills within a 12 month period without a reasonable excuse to the Chief may be expelled from the department by a 2/3 ballot of the members present at the first regular meeting following the fourth miss.

SECTION 9. Any member may be expelled from the department for cause, by a 2/3 ballot of the active members present at any regular meeting. Subject shall be notified in writing, signed by the Chief, that charges will be referred against subject at said meeting. This section shall not apply to special reasons for automatic discharge from the department that is contained in the by-laws, except where reference is made to this section of the constitution.

SECTION 10. Any member expelled for any reason under Section 8 or 9 of Article III, shall be notified in writing by the Secretary of the Department.

SECTION 11. Any member that does not desire to remain as a member of the department or for other reasons is not able to continue their membership, shall present his resignation in writing to the secretary.

SECTION 12. Conover Ambulance shall be governed by the policies and by-laws of the facility to which they are contracted.

#### ARTICLE IV – COMPENSATION

SECTION 1. All services of the member of the department, for the purpose this unite was organized, shall be compensated at the rate of \$16.25 per meeting attended and \$16.25 per call and per hour after two hours on any other activity they are a part of to which they responded and shall be paid at 2<sup>nd</sup> meeting in November of each year subject to approval by the Town Board.

SECTION 2. The Fire Chief shall be compensated in addition to Article IV, Section 1, by a monthly salary of \$200.00 subject to approval by the Town Board.

SECTION 3. Members of the Conover Ambulance shall be compensated at the rate at which is determined by the administrative department of the facility at which contracted and any other compensation shall be as determined by the Town Board.

SECTION 4. The department Secretary shall be compensated an annual wage of \$1200.00. (Eff: 1/1/11)

#### ARTICLE V – OFFICERS

SECTION 1. The elected officers of this organization shall consist of a Chief, a Secretary and a Treasurer.

SECTION 2. The Chief shall appoint any officers he deems necessary for the operation of the department and must appoint at least a First Assistant Chief, Second Assistant Chief and a Captain.

SECTION 3. The members of the department shall elect their officers from their active membership at the November meeting. All officers elected shall accept their new office at the January meeting.

SECTION 4. Officers of the Conover Ambulance, if required, shall be in compliance with the contract of the facility administering their services.

#### ARTICLE VI – DUTIES OF OFFICERS

SECTION 1. – CHIEF – The Chief shall be in command of the Fire Department subject to the laws of the State of Wisconsin and ordinances of the Town of Conover. The Chief shall be responsible for the general condition and efficient operation of the fire department, the training of members and the performance of all other duties imposed upon him. The Conover Ambulance personnel and administration, shall be responsible for keeping the Town of Conover and the Fire Chief informed of all their operations, regardless of contract. The Chief shall make every effort to attend all fire and drills and direct the officers and members in the performance of their duties.

SECTION 2. – FIRST ASSISTANT CHIEF – Will coordinate with the Chief in the fire fighting efforts and general safety of the men and women in the use of equipment. In the absence of the Chief, the First Assistant Chief shall assume all responsibilities and have the powers of the Chief.

SECTION 3. – SECOND ASSISTANT CHIEF – In the absence of both the Chief and the First Assistant Chief, the Second Assistant Chief shall assume all responsibilities and have all the powers of the Chief.

SECTION 4. – CAPTAIN – The Captain shall assist the Chief wherever assigned.

SECTION 5. – LIEUTENANT – The Lieutenant shall assist the Captain and Chief.

SECTION 6. – All officers elected are required to take officers training at the direction of the Chief.

SECTION 7. – SECRETARY and TREASURER – The duties of the Secretary shall be to post or provide Clerk a meeting agenda for posting in 3 places of any meeting, keep accurate minutes of all meetings, handle all correspondence, and keep all attendance records. In addition, in compliance with Conover Ordinance 3-15 and Wisconsin Act 532, shall insure copies of attendance records of all meetings and paged out activities of the department be provided to the Town Office. The duties of the Treasurer shall be to keep an accurate accounting of all funds coming into the department and make all disbursements of Volunteer Funds by check, bearing the signature of the Treasurer or of the Chief. The treasurer may maintain a petty cash account of no more than \$100.00 for incidentals which may occur.

#### ARTICLE VII – EQUIPMENT

SECTION 1. All apparatus and equipment is the property of the Town of Conover, operated and maintained under the jurisdiction of the Town of Conover and the Conover Fire Department.

SECTION 2. No person shall use any fire apparatus of the fire equipment for any private purpose unless this use will be of benefit to the Fire Department and then only upon the permission of the Chief.

SECTION 3. Any damage to fire apparatus or equipment used by other than the fire department, will be paid by the users.

SECTION 4. Any equipment of the Conover Ambulance Service not specifically owned by the administering facility, shall be that of the Town of Conover.

5.03 EQUIPMENT. All equipment and fire fighting apparatus will become the property of the Town and will include any and all buildings purchased or constructed for the purpose of housing such equipment and apparatus.

5.04 FIRE INSPECTION PROGRAM. (1) The Fire Department will include the Fire Inspector as approved the by Town Board to conduct a fire inspection program to insure the 2% State tax refund from fire insurance premiums.

(2) The Town Board shall turn over to the Department treasurer, the fire insurance refunds.

5.05 BUDGET. The Fire Department will prepare, prior to the October Board meeting, a proposed budget for the support and operation of the Department to include all funds raised by the Department and those allocated by the Town Board.

5.051 VOLUNTEER FUNDS (Ord 6-17) 2/3/05

(1) Adopted pursuant to authority of WS 66.0608 for the purpose of authorizing "Volunteer Funds" to be held in the name of the Fire Department and Emergency Medical Tech. Department.

(2) "Volunteer Funds" means funds of a municipality that are raised by employees or personnel of the municipality's fire department, by volunteers, or by EMS or by donation to the fire or EMS for their benefit.

(3) The fire department, through its Fire Chief and the EMS through its Chief are hereby granted exclusive control over the expenditure of the funds of those departments. This authority is granted without limitation as to amount or type of funds. They are subject to the following:

(a) Expenditures withdrawn from the respective accounts may be made only upon authorization of the respective chiefs and another elected officer of the respective departments. Such withdrawals and expenditures may be made for any purpose that permits the ability of the respective department to provide services for which they are organized.

(b) The Fire Chief and Chief Medical Technician shall provide the Town Board with quarterly statements at the end of March, June, September and December of each calendar year. Each quarterly statement shall be accompanied by a copy of each month's statement from the bank or other financial institution. Statements shall be provided within thirty (30) days of the end of the calendar quarter. The statements shall include a detailed itemization of all receipts, expenditures and the balance on hand at the end of the quarter. The source of all funds and the identity of the payee for each disbursement shall be set forth.

(c) The financial records and accounts of each respective department shall be annually audited and reconciled by the Town Board.

(4) If any provision of this section is found invalid or unconstitutional, or if the application of this section to any person or circumstance is invalid, the invalidity or unconstitutionality shall not affect the provisions or applications of this section which can be given effect with the invalid or unconstitutional provision or application.

5.06 WORKMEN'S COMPENSATION. All members of the Fire Department will be covered under the Town's Worker's Compensation Insurance Plan once they are certified by the Fire Department.

5.07 COMPENSATION - MASTER PLAN - LOSA - Length of Service Awards Program. (Ord 8-19 - Oct 6-05)

## **ARTICLE I - INTRODUCTION**

By executing the attached Adoption Agreement, the Town of Conover has established a Length of Service Awards Program (Plan). The primary purpose of the Plan is to provide a retirement income for volunteers in recognition of their service to the Town of Conover. The Plan is to be maintained according to the terms of this document.

## **ARTICLE II - DEFINITIONS**

2.1 When used herein, the following words and phrases have the following meaning unless the context clearly indicates otherwise:

(a) ADOPTION AGREEMENT shall mean the separate agreement which shall be executed by the sponsoring organization adopting the Plan on which the Sponsor's selection of options under the Plan shall be set forth.

(b) ANNIVERSARY DATE shall mean the date designated as such in Section 3 of the Adoption Agreement on which valuations are performed.

(c) ACCRUED BENEFIT shall mean the monthly benefit payable at Entitlement Age earned to the date of determination under the benefit formula as designated in Section 10 of the Adoption Agreement.

(d) ACTUARIAL EQUIVALENT shall mean any benefit which, under the terms of this Plan, is the actuarial equivalent of a stated benefit and shall have the same present value on the date payment commences as such stated benefit. For purposes of establishing the actuarial equivalent, present value shall be determined by discounting all future payments for interest at the actuarial valuation rate.

(e) AGE shall mean age as of the last birthday.

(f) BENEFICIARY shall mean the person or persons designated by the Participant to receive any amounts payable under the Plan following the death of the Participant.

(g) BENEFIT ACCRUAL COMMENCEMENT DATE shall mean the date so designated by the Sponsor in Section 3 of the Adoption Agreement.

(h) DISABILITY shall mean a physical or mental condition, or both, of a Participant resulting from a bodily injury, disease, or mental disorder that renders the Participant totally and permanently incapable of engaging in any occupation or employment or in his own occupation, as designed in Section 13 of the Adoption Agreement for remuneration or profit for a period of at least six (6) consecutive months following the Participant's last day of performing active volunteer services for the Sponsor and for which the Participant is eligible to receive disability benefits under the Federal Social Security Act as declared by the Social Security Administration; provided, however, Disability shall not include any condition or disorder due to an intentionally self-inflicted injury, injury incurred solely from service in the Armed Forces of the United States of America, or injury incurred while engaging in or as a result of engaging in criminal activity; and provided, further, that the Plan Administrator shall require that total and permanent disability be confirmed by a qualified physician appointed by it prior to, and at reasonable intervals during the payment of a Disability benefit hereunder. A Member shall not be deemed to be disabled for purposes of the Plan if the Member has been performing active volunteer services for the Town notwithstanding the existence of the physical or mental condition, or both, that otherwise satisfies the definition of Disability. In such a case, the Member shall, upon cessation of the performance of active volunteer services for the Sponsor, shall be entitled to benefits in accordance with Sections 6.1 or 6.4 of the Plan (as applicable) and not under Section 6.2.

(i) EFFECTIVE DATE shall mean the date designated as such in Section 3 of the Adoption Agreement.

(j) ENTITLEMENT AGE shall mean the Age designated as such by the Sponsor in Section 7 of the Adoption Agreement.

(k) FUDUCIARY shall mean any person who exercises discretionary authority or control with respect to the administration of the Plan or the management or disposition of Plan assets, if any, or who renders investment advice to the Plan for a fee.

(l) INSURER shall mean the insurance company providing the life insurance contracts or retirement annuity contracts on the Participant's life.

(m) MEMBER shall mean any person, including an officer of the Sponsor, who provides active volunteer services for the Sponsor, or if the Sponsor is a volunteer firemen's relief association or municipality, for the volunteer organization designated by the Sponsor in the Adoption Agreement. Whether a Member is providing active volunteer services for the Sponsor shall be determined in accordance with the Sponsor's rules and procedures and in its absolute discretion.

(n) PARTICIPANT shall mean any Member who is participating in this Plan in accordance with the provision of the Plan.

(o) PLAN shall mean the Defined Benefit Length of Service Awards Program and shall be named as specified in the Adoption Agreement.

(p) PLAN ADMINISTRATOR shall mean the entity, person, or persons so designated in the Adoption Agreement to administer the Plan. If more than one person shall be so designated, the committee formed of those persons so appointed to administer the Plan, shall be known as the Administrative Committee and all references in the Plan to the Plan Administrator shall be deemed to apply to the Administrative Committee.

(q) POINT SYSTEM YEAR shall mean the 12-consecutive-month period as designated in Section 4 of the Adoption Agreement.

(r) SPONSOR shall mean the entity identified in Section 1 of the Adoption Agreement.

(s) TEN YEAR CERTAIN AND CONTINUOUS ANNUITY shall mean an annuity for the life of the Participant with a guarantee of 120 monthly payments payable inclusively to the Participant and to the Participant's designated Beneficiary.

(t) YEAR OF PARTICIPATION shall mean a Point System Year after the Effective Date of the Plan during which a Member completes a Year of Service.

(u) YEAR OF SERVICE shall mean a Point System Year designed by the Sponsor in Section 4 of the Adoption Agreement during which a Member fulfills the requirements established by the Sponsor. Notwithstanding Section 9 of the Adoption Agreement, in the event of a Member's Death or Disability prior to Entitlement Age, a Year of Service will be credited to the Participant in the Point System Year in which the Member's death occurs or the Plan Year in which the Members last performed active volunteer services for the Sponsor on account of Disability.

### **ARTICLE III - ELIGIBILITY AND PARTICIPATION**

3.1 ELIGIBILITY AND PARTICIPATION REQUIREMENTS. A Member's participation in the Plan shall commence upon satisfaction of the eligibility requirements as designed by the Sponsor in Sections 5 and 6 of the Adoption Agreement.

3.2 BENEFIT ACCRUAL. A Member who becomes a Participant shall not accrue any benefits hereunder until the Member's Benefit Accrual Commencement Date as designed in Section 3 of the Adoption Agreement.

### **ARTICLE IV - VESTING**

4.1 VESTING OF ACCRUED BENEFIT. If a Participant shall for any cause except Entitlement Age, Disability, or Death cease to be a Member, the Participant shall be vested in and entitled to that percentage, as indicated in Section 14 of the Adoption Agreement, of the Participant's Accrued Benefit as of the date the Participant ceases to be a Member. The Participant's rights and interest in, and to, any Accrued Benefits under the Plan which are not

vested shall be forfeited unless the Participant later becomes a Participant and earns additional Years of Service. A Participant shall earn vesting credit based on Years of Service set forth in Sections 9 and 14 of the Adoption Agreement.

4.2 ENTITLEMENT AGE (RETIREMENT). Notwithstanding Section 4.1, the Accrued Benefit of a Participant who continues as a Member until Entitlement Age shall be 100 percent vested as of that date. For purposes of this section, Entitlement Age shall be that date designed in Section 7 of the Adoption Agreement.

4.3 RESUMPTION OF MEMBERSHIP. A Participant who terminates as a Member other than by reason of Death or Disability and who later again becomes a Participant shall be subject to the following rules regarding Years of Service credited prior to the Participant again becoming a Participant.

4.3(a) If a Participant had any vested interest in his Accrued Benefit at the time he ceased to be a Participant, all Years of Service completed prior to his ceasing to be a Participant shall be restored upon his again becoming a Participant.

4.3(b) If the Participant had a 0% vested interest in his Accrued Benefit at the time he ceased to be a Participant, all Years of Service completed prior to his ceasing to be a Participant shall be restored upon his again becoming a Participant in accordance with Section 15 of the Adoption Agreement.

## **ARTICLE V - TIME AND FORM OF BENEFIT PAYMENT**

5.1 TIME OF BENEFIT PAYMENT. A Participant shall be entitled to begin receiving payments of his vested interest on or after the first day of the first month following the Participant's Entitlement Age as defined in Section 7 of the Adoption Agreement. If the Commencement of payments is delayed beyond the Benefit Commencement Date, as defined in Section 8 of the Adoption Agreement, payments shall be made retroactive to that date without interest.

5.2 FORM OF BENEFIT PAYMENT. A Participant's Accrued Benefit shall be payable in the form of a Ten Year Certain and Continuous Annuity, subject to Section 5.3 of the Master Plan.

5.3 ACTUARIAL VALUE. If the Actuarial Equivalent of a Participant's vested Accrued Benefit is less than the required minimum annuity purchase amount, the Sponsor may make the benefit distribution in the form of a lump-sum payment. The Actuarial Equivalent shall be determined in accordance with Section 2.1(d) of the Master Plan.

5.4 PERIOD OF COVERAGE. The Sponsor may elect to provide the life insurance protection for active Members until the Entitlement Date as determined by the Sponsor. When a Member terminates from the Plan for any reason other than Death or Disability, the Member may request that the Sponsor transfer ownership of his policy (net of any cash value that shall be retained by the Plan to pay Accrued Benefits) from the Sponsor to himself to maintain coverage at the premium rates established when the policy was originally purchased. Such transfer shall be effective in accordance with reasonable administrative rules established under the Plan.

## **ARTICLE VI - PAYMENT OF BENEFITS**

6.1 ENTITLEMENT AGE (RETIREMENT AGE). A Participant shall, at Entitlement Age, be entitled to receive his Accrued Benefit and at the time and form specified in Article 6 of the Master Plan document. No benefits shall be earned after attaining the Entitlement Age.

6.2 DISABILITY RETIREMENT. A Participant shall, upon becoming Disabled, be entitled to the Disability Benefit set forth in Section 13 of the Adoption Agreement. Any life insurance contract on the life of the Participant who has incurred a Disability shall be maintained by the Sponsor after retirement due to Disability, and the Sponsor shall continue to have full responsibility for making any premium payments on such contract that are not waived on

account of such Disability under the insurance contract.

6.3 DEATH. If a Participant dies while a Participant before Entitlement Age or other termination of membership, the Participant's Beneficiary shall be entitled to receive the death benefit proceeds in accordance with Section 11 of the Adoption Agreement. The Beneficiary of a former Participant with a vested interest who dies prior to the commencement of benefits shall be entitled to receive only the present value of the Participant's Accrued Benefit. If a Participant dies after he has begun receiving benefits under the Plan and no life insurance policy is maintained by the Sponsor on the Participant's life at the time of death, the Participant's Beneficiary shall be entitled to a benefit, if any, under the terms of Section 5.2 of the Master Plan.

6.4 TERMINATION OF MEMBERSHIP. A Participant, upon termination as a Member other than for Retirement, Disability or Death as described in Sections 6.2, 6.2, or 6.3 of the Master Plan, shall be entitled to receive a benefit equal to his vested Accrued Benefit amount as determined under Sections 9 and 14 of the Adoption Agreement. The benefit shall be paid in accordance with Section 10 of the Adoption Agreement.

6.5 DESIGNATION OF BENEFICIARY

6.5(a). Each Participant may designate any person or persons as the Beneficiary or Beneficiaries to whom benefits under Section 6.3 are to be paid if the Participant dies while entitlement to benefits. Beneficiary designations shall be made on a form prescribed by the Sponsor and shall be effective only if filed with the Sponsor during the Participant's lifetime. Each Beneficiary designation filed with the Sponsor shall revoke all Beneficiary designations previously made by that Participant. The revocation of a Beneficiary designation shall not require the consent of any designated beneficiary.

6.5(b). Should the Beneficiary designed in Section 6.5(a) die before the Participant or before the completion of distribution of amounts to which the Participant is entitled under Section 6.3, the Beneficiary shall be (1) the Participant's surviving spouse; (2) the Participant's surviving children in equal shares (if the Participant's spouse is not alive); or (3) the executors of the last to die of the Participant, the Beneficiary designed in Section 6.5(a), or the Participant's spouse, or the executors of the Participant's children in equal shares (if the Participant's spouse or children are not alive).

6.6 CONTINUATION OR CESSATION OF PREMIUM PAYMENTS. No further premiums shall be paid on any contract on the life of any Participant hereunder following Entitlement Age unless so designated in Section 12 of the Adoption Agreement.

6.7 FACILITY OF PAYMENT. Whenever, in the Sponsor's opinion, an individual entitled to receive any payment of a benefit or installment thereof hereunder is under a legal disability or is incapacitated in any way so as to be unable to manage his financial affairs, the Sponsor may make payments to the legal representative of such person or to a relative or friend of such individual for his benefit or apply the payment for the benefit of such individual as the Sponsor deems advisable.

**ARTICLE VII - AMENDMENTS, TERMINATIONS, AND OTHER RIGHT OF THE SPONSOR**

7.1 AMENDMENTS. The Sponsor reserves the right to make any amendment or amendments to this Plan from time to time as may be made under the Adoption Agreement.

7.2 RIGHT TO TERMINATE. The Sponsor may terminate the Plan at any time in whole or part.

7.3 NO FUNDING OBLIGATION. The obligation of the Sponsor to pay any benefits under this Plan shall be unfounded and unsecured. Any payments under this Plan shall be made from the general assets of the Sponsor, which general assets are subject to the claims of creditors of the Sponsor. The Sponsor, however, in its discretion, may set aside assets or purchase an

annuity or life insurance contract to discharge all or part of its obligation under this Plan. The assets set aside or the annuity or life insurance contract shall remain in the name of the Sponsor. It is not intended that any trust for the benefit of Participants is to be created by setting aside the assets or purchasing an annuity or life insurance contract.

#### **ARTICLE VIII - RIGHTS OF PARTICIPANTS**

8.1 **FILING A CLAIM FOR BENEFITS.** A Participant or Beneficiary or the Sponsor acting in the Participant's behalf shall notify the Plan Administrator of a claim of benefits under the Plan. Such request may be in any form acceptable to the Plan Administrator and shall set forth the basis of such claim and shall authorize the Plan Administrator to conduct such examinations as may be necessary to determine the validity of the claim and to take such steps as may be necessary to facilitate the payment of any benefits to which the Participant or Beneficiary may be entitled under the terms of the Plan.

8.2 **LIMITATION OF RIGHTS.** Participation hereunder shall not grant any Participant the right to remain a Member or any other rights or interest in the Plan or assets of the Sponsor other than those specifically herein set forth.

8.3 **NON-ALIENATION OF BENEFITS.** Benefits payable under this Plan shall not be assigned or alienated except as required by law.

8.4 **WITHDRAWALS FROM AUXILIARY FUND.** Neither the Participant, the Participant's Beneficiary, nor any other individual or entity shall have any right to make any withdrawals from any auxiliary fund, if any is maintained.

8.5 **MATERIAL PROVIDED TO PARTICIPANTS.** The designated Plan Administrator shall provide each Participant with a summary of the Plan's provisions including the Plan's provisions relating to the participation requirements, the rate at which a vested interest in the Plan benefits increases and the Plan's benefit eligibility formula. This summary will be provided to each Participant. In addition, any material modification to such Plan provision shall be communicated in writing to each Participant. A copy of the Plan, the summary of the Plan, and documents related to the funding or investment of the assets of the Plan and of any contracts or agreements with service providers to the Plan shall be made available for inspection or copying by a Plan Participant or Beneficiary at the office of the sponsor.

#### **ARTICLE IX - MISCELLANEOUS**

9.1 **FIDUCIARY RESPONSIBILITY.** Each Fiduciary of the Plan is required to act solely in the interest of the Plan's Participants and Beneficiaries.

9.2 **APPLICABLE LAW.** The Plan shall be constructed and enforced in accordance with the laws of the State of Wisconsin.

9.3 **PRONOUNS.** When necessary to meaning hereof, either the masculine or the neuter pronoun shall be deemed to include the masculine, the feminine and the neuter, and the singular shall be deemed to include the plural.

9.4 **PROTECTION OF INSURER AND VFIS.** The Insurer and VFIS shall not be responsible for the validity of the Sponsor's Plan and shall not have responsibility for actions taken or not taken by the Sponsor for determining the propriety of accepting premium payments or other contributions, for making payments in accordance with direction of the Sponsor, or for the application of principal of the Sponsor or Plan Administrator. Until written notice of a change in Plan Administrator has been received by the Insurer and VFIS at its Home Office, the Insurer and VFIS shall be fully protected in dealing with any party acting as Plan Administrator according the latest information received by the Insurer and VFIS at its home office.

5.071 **LOSA ADOPTION AGREEMENT (Appendix A)**

Execution of this Adoption Agreement by the Sponsor (Town of Conover) establishes a Volunteer Length of Service Awards Program to be governed by the Master Plan which shall be known as Ordinance 8-19 as part of this agreement. The name of the Plan shall be the Town of Conover Length of Service Awards Program. The following are the provision of the Plan:

Section 1 - IDENTIFICATION

Sponsor: Town of Conover  
Address: P. O. Box 115  
Conover, Vilas, WI 54519-0115  
Telephone: 715-479-8688  
Fax: 715-479-8688  
Email: tconover@newnorth.net  
  
FEIN: 39-1089878

Section 2 - PLAN ADMINISTRATOR

Sponsor: Town of Conover

Section 3 - DESIGNATED DATES

Effective Date of Plan: July 1, 2005  
Anniversary Date: July 1

Effective Date of Life Insurance:

For Participants as of the Effective Date of the Adoption of Agreement: July 1

For individuals who become Participants thereafter: The first day of the month after a Participant has satisfied the eligibility requirements of the Plan

Notwithstanding the above, life insurance coverage is conditioned upon proper completion of an application for life insurance with premium submitted to and approved by the insurer.

Benefit Accrual Commencement Date: Completion of ALF I & II - 1 year after

Section 4 - POINT SYSTEM YEAR

Shall be the 12 month period beginning on July 1 and ending on June 30

Section 5 - MEMBER ELIGIBILITY

Members eligible to enter the Plan must be an active Member of the Sponsor or designated company and be a minimum of 18 years of Age

Section 6 - SERVICE REQUIREMENT FOR ELIGIBILITY

The service requirement for Members first eligible to enter the Plan as of the Effective Date of the Plan shall be: Completion of a probationary period designated by the Sponsor

The service requirement for Members first eligible to enter the Plan after the Effective Date of the Plan shall be:

Completion of a probationary period designated by the Sponsor

Section 7 - ENTITLEMENT AGE

Entitlement (Retirement Age) shall be attainment of age 65, with 1 year (s) of Service

Section 8 - BENEFIT COMMENCEMENT DATE

Participants who reach Entitlement Age in the Point System Year that includes the Effective Date will begin receiving benefits effective as of the Anniversary Date following attainment of Entitlement Age.

Participants who reach Entitlement Age in subsequent Point System Years will begin receiving benefits on the first day of the month following attainment of Entitlement Age.

Section 9 - A YEAR OF SERVICE

A Year of Service shall be credited in accordance with the method used by the Sponsor to determine active status.

Section 10 - FORMULA FOR MONTHLY BENEFIT PAID AT ENTITLEMENT AGE

- (a) \$4.00 multiplied by Year of Service completed before the Effective Date of the Plan, with such past Years of Service not to exceed 40 years.
- (b) \$4.00 multiplied by Years of Service completed after the Effective Date of the Plan, with such future Years of Service not to exceed 40 years.
- (c) Total Years of Service under (a) and (b) not to exceed 40 years.
- (d) \$160.00 is the maximum monthly benefit that may be earned.

Section 11 - PRE-ENTITLEMENT AGE DEATH BENEFIT

Insured Participants' designated beneficiary shall receive the greater of the \$10,000.00 face amount of the life insurance or the present value of the Participant's Accrued Benefit.

Non-insured Participants' designated beneficiary shall receive the Participant's Accrued Benefit paid for 10 years.

If a member is not active for 2 consecutive years, the Participant will be terminated and the Life Insurance Policy will be surrendered. Please note: If the individual becomes active at a later date, a new Life Insurance Policy based on the member's attained (current) age would be purchased.

Section 12 - POST-ENTITLEMENT AGE DEATH BENEFIT

None

Notwithstanding the foregoing, any selections by the Plan Sponsor with respect to Pre-Entitlement Age or Post-Entitlement Age Death Benefits shall be subject to any applicable underwriting requirements imposed by the Insurer.

Section 13 - DISABILITY

Disability shall mean a physical condition as described in Section 2.1 of the Master Plan which prevents a Participant from engaging in member's own occupation or employment.

A Member meeting this definition shall be entitled to receive an immediate lump sum distribution of the Actuarial Equivalent of the Accrued Benefit.

Section 14 - VESTING SCHEDULE

Participants terminating due to attainment of Entitlement Age or Disability shall have a fully vested and non-forfeitable right to their Accrued Benefit. Participants terminating for any other reason shall have a vested right to their Accrued Benefit in accordance with the following schedule:

Year(s) of Service	Vested Percentage
4 years or less	0%
5 or more years	100%

Section 15 RESTORATION OF SERVICE UPON RE-ENTRY OF NON-VESTED PARTICIPANT:

A Participant who had a 0% vested interest in his Accrued Benefit when he ceased participation shall receive credit for prior Years of Service when he resumes participation in accordance with the following:

All prior Years of Service shall be forfeited after 2 Point System Years during which the participant failed to be credited with a Year of Service, after his participation ended.

5.0711 LIABILITY FOR FIRE PROTECTIONS COSTS. The property owners of real estate within the Town of Conover for which fire protection is provided , shall be responsible for the actual costs of fire calls made to their property based upon the following schedule:

- (1) Pumper \$85.00/hr and fraction thereof
- Tanker \$85.00/hr and fraction thereof
- MiniPumper \$85.00/hr and fraction thereof
- Suburban \$85.00/hr and fraction thereof
- Brush Truck \$85.00/hr and fraction thereof
- Water Supply Van \$85.00/hr and fraction thereof
- Rescue Sled \$50.00/hr and fraction thereof
- 6-Wheeler \$85.00/hr and fraction thereof
- Ambulance Unit \$85.00/hr and fraction thereof
- (2) Materials and Supplie
  - Water \$ no charge
  - Personnel \$15.00 per person per call
  - Foam/Chemical \$25.00 per gallon
  - Air Packs \$5.00 per unit

5.072 A detailed statement for charges will be sent to the property towner for each fire that the Town of Conover Fire Department responds to based on actual cost NOT TO EXCEED \$500.00.

5.073 Mutual Aid. It is the policy of the Town of Conover to contract with neighboring

fire departments in a mutual aid agreement. Any property owner requesting fire protection directly from any fire department other than Conover shall be responsible for the full costs billed from other fire departments unless the additional departments were requested to respond at the request of Conover under the mutual aid agreement.

5.074 Billing and Payment. The costs of fire calls as outlines in this section, shall be billed by the Town Clerk to the property owner and is to be paid to the Town Clerk/Treasurer within sixty (60) days from the invoice date. Failure to pay the bill within 60 days from the invoice date shall result in interest being charged at the rate of 1.5% per month from the date of the bill.

5.075 Delinquent Charges. Those bills, including any interest which remain outstanding and delinquent for more than 90 days as of November 1st of any year, shall be a lien again the real estate for which fire protections was provided and shall be placed on the tax roll as a delinquent special charge pursuant to 66.60 of the Wisconsin Statutes.

5.076 Severability. Should any section or provision of this Ordinance be declared invalid, such decisions shall not affect the validity of the remaining portions of the Ordinance.

5.08 TAX. A tax, approved by the Town Board, may be levied on all real and personal property in the Town for the purpose of maintaining or manning the Fire Department in accordance with ~~WS 60.29(18)~~ 60.55(2).

5.09 POWERS AND DUTIES OF CHIEF. (1) The Fire Chief shall have general supervision of the Department, subject to this chapter and the bylaws of the Department, and shall be responsible for the personnel and general efficiency of the department.

(2) The Chief shall preside at all meetings of the Department, call special meeting, prescribe order, decide all points of order that may arise and enforce a rigid observance of this chapter and the bylaws. The chief shall have the right to appoint a chairman to preside at meetings of the department in his place.

(3) The Chief shall be present at all fire, if possible, have complete command of and entire responsibility for all fire fighting operations, plan the control of the same, direct the action of the companies when they arrive at a fire, observe that every company does its duty, grant leaves of absence at a fire when he may deem it proper and see that the fire apparatus is kept in proper condition at all times.

(4) The Chief shall have the power to demote and expel any officer or member of the Department for neglect or refusal to perform his departmental duties, such demotion or expulsion to be subject to an appeal to the Town Board.

(5) The Chief shall submit a written report to the Town Board each year relating to the conditions of the various pieces of apparatus and appurtenances, the number of fire occurring since the previous report, the date of same and loss occasioned thereby, the number of members of each company, the total number of active members in the Department and resignations and expulsions from the Department. He shall also report upon the drill and training programs of the Department, together with other pertinent information, including recommendations of such improvements as he deems proper and necessary for the operation of the Department.

(6) He shall enforce all fire prevention ordinances of the Town and State laws and regulations pertaining to fire prevention and shall keep citizens informed on fire prevention methods and the activities of the Department.

(7) He shall keep a record of every fire to which any company was called and shall enter in such book, the locality of fire, time alarm was received, cause of fire, where fire started, cause of delay (if any) in responding, method of extinguishment and equipment used, amount of insurance carried on the building and contents, estimated fire loss, time fire was extinguished, names of personnel responding and general remarks.

(8) He shall keep an inventory of all apparatus and equipment and all hose showing dates and results of tests on each length, which shall be individually identified.

(9) He shall perform such other duties as are incumbent on the commanding office of the Fire Department.

5.10 APPARATUS. (1) The Chief shall have control of all apparatus used by the Department and shall be responsible for its proper maintenance. Emergency repairs may be authorized by the Chief.

(2) No apparatus shall be used for any purpose except for fire fighting within the Town limits or in training therefore, except pursuant to an agreement approved by the Town Board after the Chief has given his recommendations on such use. With the approval of the Chief, such apparatus may be used for emergency purposes other than fire fighting within the Town. A written report of all such uses shall be made quarterly to the Town Board.

(3) No person shall willfully inquire in any manner any hose, hydrant or fire apparatus belonging to the Town, and no vehicle shall be driven over any unprotected hose of a Fire Department when laid down on any street, driveway or other place, to be used at any fire or alarm of fire, without the consent of the Fire Department Official in command.

5.11 POLICE POWER OF DEPARTMENT. (1) The Chief and assistants or officers in command at any fire shall have full and complete police authority at fires. Any officer of the department may cause the arrest of any person failing to give right-of-way to the fire department in responding to a fire.

(2) EFFECTIVE DATE AND TERMINATION. This agreement shall be effective upon approval by the governing body of the municipality involved; the Town Board. Only those municipalities which have approved this agreement and provided signed and conformed copies to the other participating municipalities will be able to participate. The agreements contained herein shall be effective immediately upon adoption by the governing body and shall not terminate until 60 days after the governing body of the municipality informs in writing, the other participants of its decision to withdraw.

(3) RULES AND REGULATIONS. The fire chiefs of the municipalities shall meet and establish rules and regulations for the method of giving and receiving requests for service and equipment to be dispatched. The fire chiefs shall also establish the rules and regulations under which personnel and equipment will be deployed and which is to fight fire or provide other services.

(4) COMPENSATION. Mutual aid and fire service shall be rendered without charge to all member municipalities. Should any fee be requested by any municipality, it must be done so in advance and worked out between the municipalities in agreement separate from this document.

(5) AUTHORIZATION. Each member municipality with the signing of this document authorizes its fire chief to render and request mutual aid, including rescue squad service to other municipalities participating in the mutual aid agreement to the extent available personnel and equipment are not required for adequate protection of its own municipality. The judgment of the fire chief or his office commanding in his absence as to the available amount of aid, personnel or equipment shall be followed.

(6) LIABILITY. Each member municipality shall assume the liability imposed by law for the operation of its own vehicles and equipment, the acts of its own fire fighters and equipment and for the worker's compensation benefits due its own fire fighters.

(7) PARTICIPANTS. The municipalities participating in this mutual aid agreement are as follows:

Arbor Vitae	Phelps
Boulder Junction	Presque Isle
Eagle River	St. Germain
Lac Du Flambeau	Sayner
Land o Lakes	Winchester

**FIRE PREVENTION**

5.15 FIRE INSPECTOR: (1) The Fire Chief shall recommend for Town approval, a candidate for office of Fire Inspector. Such candidate must have authorized inspector training.

(2) Whenever or wherever in the Town any inspection by the Fire Inspector or his deputies reveals a fire hazard, the Inspector or his deputies shall serve notice in writing upon the owner of the property, giving the owner a reasonable time in which to remove the hazard. If the fire hazard is not removed within the time allowed, it shall be deemed a nuisance. The Inspector or his deputy is authorized to have the same removed by the Town, and the cost of such removal shall be charged on the tax roll against the property.

(3) The Fire Inspector shall keep a written record card of each property inspected which shall conform to the requirements of the Department of Industry, Labor and Human Relations (DIHLR) and shall make the quarterly report of inspections required by DIHLR.

(4) No person shall deny the Fire Inspector or his deputies, free access to any property within the Town at any reasonable time for the purpose of making fire inspections. No person shall hinder or obstruct the Fire Inspector in the performance of his duty or refuse to observe lawful direction given by him.

5.16 FIRE PREVENTION CODE. The following provisions of the Wisconsin Administrative Code are hereby adopted by reference as part of this chapter. A copy of these provisions are on file with the Conover Fire Inspector.

ILHR 7	Explosive Materials
ILHR 10	Flammable and Combustible Liquids
ILHR 11	Liquefied Petroleum Gases
ILHR 12	Liquefied Natural Gas
ILHR 13	Compressed Natural Gas
ILHR 14	General Fire Hazards
ILHR 15	Cleaning and Dyeing
ILHR 32	Safety
ILHR 50 - 64	Building, Heating, Ventilating and Air Conditioning
IND 65	Fire Prevention
IND 69	Fee Structure
IND 221	Spray Coating

5.17 SINGLE OR DOUBLE DWELLING CHIMNEY FIRES: Chimneys and vents which have been subjected to a chimney fire shall not be reused until inspected and approved by the Fire Department or an authorized agent. This approval shall be in writing.

5.18 CARELESS SMOKING: Any owner or operator of a business held open to the public who allows or suffers the unsafe use or disposal of smoking materials by patrons and employees which result in a fire, shall be responsible for the entire costs of Fire Department response to such fire, in addition to any other penalties imposed.

5.20 PENALTY: Except as otherwise provided, any person found to be in violation of any provisions of this chapter, shall be subject to a penalty as provided in WS 25.04 of this General Code.