

**TOWN OF MECAN  
MARQUETTE COUNTY, WISCONSIN**

**June 14, 2011**

**ORDINANCE NO. 01-2011**

**COMMERCIAL WIND TURBINE ORDINANCE**

**Relating to the installation of Commercial Wind Energy systems, Wind Turbine's**

WHEREAS, the Town Board Of Supervisors', In The Town Of Mekan, Marquette County, Wisconsin has adopted Ordinance No. 01-2011.

WHEREAS, In the name of public safety, health and welfare. The Town Board of Supervisors does ordain, for the citizens of the Town Of Mekan that **NO Commercial Wind Turbine's** be allowed in the Town Of Mekan Boundary's. And

WHEREAS, The Town Of Mekan has the responsibility to protect it's citizens and the citizens have the right of protecting them selves, from the Physical Hazards and Health Risks involved with commercial wind turbines. Some health hazards known are, Ice Throws, Fire, Shadow Flicker, Electromagnetic Interference, Stray Voltage, and Microwaves. Some Known Health Risks are, Noise, Insomnia, Headaches, Nausea, Dizziness, and Epileptic seizures, to name a few.

**NOW, THERE FOR, LET IT BE KNOWN,** The Town Of Mekan, Marquette County, Wisconsin, will not allow any commercial wind turbines with in the Towns boundaries.

**Roll Call On Ordinance NO. 01-2011** Ayes 2 Nays 1 Absent 0 Abstain 0

Passed and Adopted This 14<sup>th</sup> Day Of June 2011.

Signed: [Signature] Town Chairman [Signature] Supervisor (1)

[Signature] Supervisor (2) ATTEST: [Signature] Town Clerk

**MUTUAL AID BOX ALARM SYSTEM  
AGREEMENT**

This Agreement made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)") that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

**WHEREAS**, the parties hereto have determined because of geographical considerations it is important for Illinois units and Wisconsin units to coordinate mutual aid through the Mutual Aid Box Alarm System for the effective and efficient provision of Mutual aid; and

**WHEREAS**, it is recognized and acknowledged that emergencies, natural disasters, and man-made catastrophes do not conform to designated territorial limits and state boundaries; and

**WHEREAS**, the Wisconsin Statute 66.0301(2) authorizes any municipality to contract with other municipalities for the receipt or furnishing of services, such as fire protection and emergency medical services. Such a contract may be with municipalities of another state. (Wis.Stats. 66.0303(3)(b).)

**WHEREAS**, the State of Illinois has provided similar provisions under the "Intergovernmental Cooperation Act" of 5 ILCS 220/1 et seq.

**WHEREAS**, Wisconsin Statutes § 66.03125 authorizes fire departments to engage in mutual assistance within a requesting fire department's jurisdiction; and

**WHEREAS**, 2005 Wis. Act 257 amended § 166.03(2)(a)3 of the Wisconsin Statutes relating to standards for local emergency management programs and as further codified under § 323.13(1)(d), Wis. Stats.; and

**WHEREAS**, pursuant thereto the Adjutant General of the Department of Military Affairs of the State of Wisconsin is authorized to furnish guidance, develop and promulgate standards for emergency management programs; and

**WHEREAS**, pursuant thereto the standards for fire, rescue and emergency medical services shall include the adoption of the intergovernmental cooperation Mutual Aid Box Alarm System (MABAS) as a mechanism that may be used for deploying personnel and equipment in a multi-jurisdictional or multi-agency emergency response; and

**WHEREAS**, pursuant to such authority, Wis. Admin. Code. Chapter WEM 8 was promulgated in order to establish standards for the adoption of MABAS by local governments as a mechanism to be used for mutual aid for fire rescue and emergency medical services; and

**WHEREAS**, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, firefighting and the protection of life and property from an emergency or disaster; and,

**WHEREAS**, the parties hereto have determined that it is in their best interests to associate to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster;.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the Unit's membership in the Mutual Aid Box Alarm System (hereinafter 'MABAS') and the covenants contained herein,

**THE PARTIES HERETO AGREE AS FOLLOWS:**

## **SECTION ONE**

### **Purpose**

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect

the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Mutual Aid Box Alarm System is desirable for the effective and efficient provision of mutual aid.

## SECTION TWO

### Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Mutual Aid Box Alarm System" (hereinafter referred to as "MABAS"): A definite and prearranged plan whereby response and assistance is provided to a Stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the MABAS Member Units and amended from time to time;
- B. "Member Unit": A unit of local government including but not limited to a county, city, village, town, tribe or band, emergency medical services district, or fire protection district having a fire department recognized by the State of Illinois, or the State of Wisconsin, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the MABAS Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of MABAS;
- C. "Stricken Unit": A Member Unit or a non-participating local governmental unit which requests aid in the event of an emergency;
- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Stricken Unit;
- E. "Emergency": An occurrence or condition in a Stricken Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be

adequately handled by the Stricken Unit, so that it determines the necessity and advisability of requesting aid.

- F. "Division": The geographically associated Member Units or Unit which have been grouped for operational efficiency and representation of those Member Units.
- G. "Training": The regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MABAS.
- H. "Executive Board": The statewide oversight board of MABAS which is comprised of Division representatives.
- I. "MABAS or 'Mutual Aid Box Alarm System' region" means the WEM regional areas as identified by the Adjutant General under ss. 323.13(2)(a), Stats.
- J. "Chief Officer" means the highest ranking officer within a fire, rescue or emergency medical services unit.
- K. "Incident command system" has the meaning specified in s. 323.02(9), Stats. and follows the guidelines of the National Incident Management System, also known as NIMS.

### SECTION THREE

#### Authority and Action to Effect Mutual Aid

- A. The Member Units hereby authorize and direct their respective Chief Officer or his designee to take necessary and proper action to render and/or request mutual aid from the other Member Units in accordance with the policies and procedures established and maintained by the MABAS Member Units. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Aiding Unit. The judgment of the Chief Officer, or his designee, of the Aiding Unit shall be final as to the personnel and equipment available to render aid.

- B. Whenever an emergency occurs and conditions are such that the Chief Officer, Incident Commander or his designee, of the Stricken Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and location of the emergency and the type and amount of equipment and personnel and/or services requested from the Aiding Unit.
- C. The Chief Officer, or his designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:
1. Determine what equipment, personnel and/or services is requested according to the system maintained by MABAS.
  2. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the Stricken Unit;
  3. Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the Stricken Unit in accordance with the procedures of MABAS;
  4. Notify the Stricken Unit if any or all of the requested equipment, personnel and/or services cannot be provided.

## **SECTION FOUR**

### **Jurisdiction Over Personnel and Equipment**

Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit. Personnel of the Aiding Unit shall report for direction and assignment at the scene of the emergency to the Fire Chief or Incident Commander of the Stricken Unit. The Aiding Unit shall at all times have the right to withdraw any and all aid upon the order of its Chief Officer or his designee; provided, however, that the Aiding Unit withdrawing such aid shall notify the Incident Commander or his/her designee of the Stricken Unit of the withdrawal of such aid and the extent of such withdrawal.

## SECTION FIVE

### Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the Stricken Unit; however, any expenses recoverable from third parties and responsible parties shall be equitably distributed among Aiding Units. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing state and federal laws.

## SECTION SIX

### Insurance

Each part hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligations of the Section may be satisfied by a party's membership in a self-insurance pool, a self-insurance plan or arrangement with an insurance provider approved by the state of jurisdiction. The MABAS may require that copies or other evidence of compliance with the provisions of this Section be provided to the MABAS. Upon request, Member Units shall provide such evidence as herein provided to the MABAS members.

## SECTION SEVEN

### Indemnification Liability and Waiver of Claims

Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this

Agreement; provided, however, that such claim is not a result of a malicious act by a party or its personnel, or done by them with an intentional disregard of the safety, health, life or property of another. The Stricken Unit hereby expressly agrees to hold harmless, indemnify and defend the Aiding Unit and its personnel from any and all claims, demands, liability, losses, including attorney fees and costs, suits in law or in equity which are made by a third party that may arise from providing aid pursuant to this Agreement.

All employee benefits, wage and disability payments, pensions and worker's compensation claims, shall be the sole and exclusive responsibility of each party for its own employees provided, however, that such claim is not a result of a malicious act by a party or its personnel, or done by them with an intentional disregard of the safety, health, life or property of another.

## SECTION EIGHT

### Non-Liability for Failure to Render Aid

The rendering of assistance under the terms of this Agreement shall not be mandatory and the Aiding Unit may refuse if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit to immediately notify the Stricken Unit of the Aiding Unit's inability to respond, however, failure to immediately notify the Stricken Unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.



## SECTION NINE

### Term

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the Board of their Division and to the Executive Board specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail. In Wisconsin, a copy of such notice shall also be deposited with the Fire Service Coordinator (FSC), Wisconsin Emergency Management, 2400 Wright Street, Room 213, P.O. Box 7865, Madison, WI 53700-7865, telephone (608) 220-6049.

## SECTION TEN

### Effectiveness

This Agreement shall be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof. In Wisconsin, a copy of such agreement shall be deposited with the Fire Services Coordinator (FSC), Wisconsin Emergency Management, 2400 Wright Street, Room 213, P.O. Box 7865, Madison, WI 53700-7865, telephone (608) 220-6049.

## SECTION ELEVEN

### Binding Effect

This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto.

## SECTION TWELVE

### Validity

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

## SECTION THIRTEEN

### Notices

All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties at such addresses as may be designated from time to time on the MABAS mailing lists or, to other such addresses as shall be agreed upon.

## SECTION FOURTEEN

### Governing Law

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Wisconsin.

## SECTION FIFTEEN

### Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

## SECTION SIXTEEN

### Executive Board of MABAS

An Executive Board is hereby established to consider, adopt and amend from time to time as needed rules, procedures, by-laws and any other matters deemed necessary by the Member Units. The Executive Board shall consist of a member elected from each Division within MABAS who shall serve as the voting representative of said Division on MABAS

matters, and may appoint a designee to serve temporarily in his stead. Such designee shall be from within the respective division and shall have all rights and privileges attendant to a representative of that Member Unit. In Wisconsin, the Executive Board shall be constituted as set forth in the Wisconsin State Administrative Code Chapter referenced above.

A President and Vice President shall be elected from the representatives of the Member Units and shall serve without compensation. The President and such other officers as are provided for in the by laws shall coordinate the activities of the MABAS.

## **SECTION SEVENTEEN**

### **Duties of the Executive Board**

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures and by laws of the MABAS, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

## **SECTION EIGHTEEN**

### **Rules and Procedure**

Rules, procedures and by laws of the MABAS shall be established by the Member Units via the Executive Board as deemed necessary from time to time for the purpose of administrative functions, the exchange of information and the common welfare of the MABAS. In Wisconsin, Member Units shall also comply with all requirements of WEM 8 currently in effect and as amended from time to time. In Wisconsin, MABAS policies and general operating procedures shall be available on request without charge from the Fire Services Coordinator (FSC), Wisconsin Emergency Management, 2400 Wright Street, Room 213, P.O. Box 7865, Madison, WI 53700-7865, telephone (608) 220-6049. MABAS policies and procedures may also be accessed from the Wisconsin Emergency Management webpage at <http://emergencymanagement.wi.gov>.

SECTION NINETEEN

Amendments

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures and by laws of the MABAS as established by the Executive Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to and approves this MUTUAL AID BOX ALARM SYSTEM Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

This Signatory certifies that this Mutual Aid Box Alarm System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

Princeton Volunteer Fire and Rescue Association<sup>®</sup>

Association Chairperson

Alan Walworth

Date 6 June 2012

ATTEST:

Association Treasurer

Becky Kugler

Date 6-6-12

## **ADDENDUM A TO MUTUAL AID BOX ALARM SYSTEM AGREEMENT**

### **Non-Discrimination**

In the performance of the services under this Agreement each party agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status. Each party further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, or national origin.

## ADDENDUM B TO MUTUAL AID BOX ALARM SYSTEM AGREEMENT

### RESOLUTION

**WHEREAS**, the City of Princeton, Town of Princeton, Town of St. Marie, and Town of Mecan, provides fire and rescue services under contract with Princeton Volunteer Fire and Rescue Association / Princeton Fire and Rescue Department in accordance with Chapters 146 and 213 of the Wisconsin Statutes.

**WHEREAS**, whenever an emergency in the City of Princeton, Town of Princeton, Town of St. Marie, and Town of Mecan takes place, or another community requests Princeton Fire and Rescue Department to provide mutual aid in such an event, the Princeton Fire and Rescue Department could act swiftly to mitigate the incident.

**WHEREAS**, the City of Princeton, Town of Princeton, Town of St. Marie, and Town of Mecan has reviewed the agreement which is entitled the "Mutual Aid Box Alarm System Agreement" and has determined that it would be in the best interest of the Princeton Volunteer Fire and Rescue Association to allow the Princeton Fire and Rescue Department under contract with said municipalities to participate in the Agreement for the provision of fire and rescue services,

**NOW, THEREFORE**, be it resolved by the Board of the Princeton Volunteer Fire and Rescue Association:

1. That the Mutual Aid Box Alarm System Agreement submitted for consideration and approval is hereby approved;
2. That pursuant to the contract for fire and rescue services between Princeton Fire and Rescue Department and the City of Princeton, Town of Princeton, Town of St. Marie, and Town of Mecan, may participate in the Mutual Aid Box Alarm System Agreement in accordance with its terms.
3. That Princeton Volunteer Fire and Rescue Association shall keep on file with the Association Secretary current proof of insurance and other certifications required in the execution of this contract.
4. That the Association Chairperson and Association Secretary shall be, and are duly authorized to sign the Mutual Aid Box Alarm System Agreement the form presented and submit it to the Mutual Aid Box Alarm System Executive Board.

5. That each of the fire and/or emergency medical service organizations within City of Princeton, Town of Princeton, Town of St. Marie, and Town of Mecan of Princeton Volunteer Fire and Rescue Association be furnished with a copy of the signed agreement and of this Resolution.

Introduced and adopted at a regular meeting of the Princeton Volunteer Fire and Rescue Association.

Association Chairperson

Alan M. Muth

Date 6 June 2012

ATTEST:

Association Treasurer

Becky Kugler

Date 6/6/12

**Town of Mekan**  
**Marquette County, Wisconsin**

June 14, 2011

**Resolution Number # 02-2011**

**Relating to the implementation of Wind Energy Systems, Commercial Wind Turbines in the Town Of Mekan, Marquette County, Wisconsin.**

**WHEREAS:** The Town Board of Mekan Ordinance # 01-2011, strictly states that, No Commercial Wind Energy Systems will be allowed in the townships boundaries, And

**WHEREAS:** The Town of Mekan stands firm in keeping it's citizens safe from the hazards and health issues known form the use of Commercial Wind Turbines. And

**WHEREAS:** If forced to allow Commercial Wind Energy Systems by a Federal or State Agency, the Town Of Mekan will petition the courts to use the standards set fourth by the Town Of Union, Rock County Wisconsin's Ordinance # 2008-6.

**NOW THEREFORE LET IT BE RESOLVED,** That the Town Board OF Mekan, Marquette County Wisconsin, has approved Resolution # 02-2011 at the towns regular monthly meeting June 14, 2011 by a roll call vote.

**Roll Call on Resolution # 02-2011**

Ayes   2   Nays   1   Absent   0   Abstain   0  

**Signed: Town board of Supervisors,**

Chairman  Supervisor # 1 

Supervisor # 2  Attest  Town Clerk