



LINDEN – PETERS FIRE DISTRICT

17725 E. Hwy 26, Linden, CA 95236
Phone: 209.887.3710 Fax: 209.887.2821
lpfd@sjgov.org
Kirk Noffsinger, Fire Chief

Board Members

President: John E. Plotz
Vice-President: Thomas G. Watkins
Secretary: David Frison
Member: Paul Castellou Jr.
Member: Kenneth Watkins III

AGENDA

BOARD OF DIRECTORS MEETING

7:00 P.M. Thursday, November 4, 2021

The Agenda for this regular meeting was posted in the lobby window of the Fire Station at least 72 hours prior to the meeting. Kirk Noffsinger – Fire Chief

- (I.) CALL TO ORDER
- (II.) ROLL CALL OF BOARD MEMBERS
 - John E. Plotz, Board President
 - Thomas G. Watkins Board Vice President
 - David Frison, Board Secretary
 - Paul Castellou Jr., Board Member
 - Kenneth Watkins III, Board Member
- (III.) PUBLIC COMMENT - (Public comment/input is welcome. All comments/input are limited to three minutes per individual)
- (IV.) MINUTES
 - A. Discussion & Possible Action re: Regular Board Meeting Minutes – October 7, 2021
- (V.) BOARD COMMITTEE REPORTS
 - A. Succession Planning Committee Report – Board Member Paul Castellou, Jr.
 - B. Finance Committee Report – Vice President Thomas G. Watkins
- (VI.) FINANCIAL SUMMARY AND REPORT
 - A. Monthly Financial Current Events Summary for October 2021 – Fire Chief Kirk Noffsinger (Treasurer)
- (VII.) CONSENT AGENDA
 - A. Discussion & Possible Action re: Approval of the October 2021 Monthly Financial Report and expenditures.
- (VIII.) CURRENT EVENT SUMMARIES, REPORTS, AND/OR CORRESPONDENCE - (Current Event Summaries are regarding activities of the Fire District and the status and progress relating thereto)
 - A. Departmental Report – (Fire Chief Kirk Noffsinger)
 - B. Union Report – (Union Representative)
- (IX.) NEW BUSINESS - (Public comment/input is welcome before each agenda item of New and Unfinished Business. Individual comments are limited to three minutes per individual and must pertain to the specific agenda item.)
 - A. Discussion & Possible Action re: ECO Greens Solutions LED Lighting Upgrade Project Presentation – Loan Amount \$26,771.14
 - B. Discussion & Possible Action re: Remote Public Meetings
 - C. Discussion & Possible Action re: Destruction of Records
 - D. Discussion & Possible Action re: Approval to Hire Tim Mulbeier Painting to Paint the Exterior of the Main Firehouse and Maintenance Buildings for an amount not to exceed \$7,650.00
 - E. Discussion & Possible Action re: Information Technology Improvements in an amount not to exceed \$15,185.00
- (X.) UNFINISHED BUSINESS –
 - A. Discussion & Possible Action re: Purchase of Type I Engine to Replace Engine 5-2
 - B. Discussion & Possible Action re: Replace Water Tender 5-2
 - C. Discussion & Possible Action re: Station Improvement Project – Upstairs Bathroom
 - D. Discussion & Possible Action re: Training Improvements – Asphalt Project
- (XI.) BOARD QUESTIONS AND COMMENTS
- (XII.) CLOSED SESSION - NONE
- (XIII.) ADJOURNMENT

CURRENTLY THE NEXT SCHEDULED REGULAR
BOARD MEETING

December 2 @ 7:00PM

Agenda Posted: November 1 @ or before 4:00 PM

SIGNED ORIGINAL ON FILE
DAVID FRISON, BOARD SECRETARY



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Member: Kenneth “Kenny” Watkins III

Minutes of Board Meeting

Thursday, October 7, 2021

The meeting of the Linden–Peters Rural County Fire Protection District Board of Directors was called to order by President John E. Plotz at 7:03 PM. Members present: Board Member Paul Castellou, Jr., Board Secretary David Frison, and Board Member Kenny Watkins III. Members Absent: Board Vice President Thomas G. Watkins. L.P.F.D. on duty staff present: Fire Chief Kirk Noffsinger, Captain Jacob Reed, Lieutenant James Goins, Firefighter/Engineer Tyler Watson, Firefighter/Engineer Mike Verdon.

(I.) Call to Order.

(II.) Roll Taken

Meeting minutes were taken by Administrative Assistant Lorena Coose.

(III.) Public Comment – None

(IV.) Minutes:

A. Discussion & Possible Action re: Regular Board Meeting Minutes- September 2, 2021 Board Minutes approved on motion by P. Castellou Jr. and seconded by K. Watkins III. Motion passed with a vote of 4-0.

(V.) Board Committee Reports

A. Succession Planning Committee Report – No Report
B. Finance Committee Report – No Report

(VI.) Financial Summary and Report

A. Monthly Financial, Current events summary for September 2021 - Presented by Fire Chief Kirk Noffsinger. Chief Noffsinger provided an update on the September 2021 Financials noting that Coit had completed carpet cleaning for the entire station. Adding that recliners for upstairs had been purchased through Firehouse Furniture. There was some discussion about the CalPERS Unfunded Liability due for FYE 06.30.2020. The Board Directed staff to pay the unfunded liability due.

(VII.) Consent Agenda:

A. Discussion & Possible Action re: Approval of the September 2021 Monthly Financial Report and expenditures. A motion to approve the financial report was made by J. Plotz seconded by D. Frison. Motion passed with a vote of 4-0.

(VIII.) Current Events Summaries, Reports, and/or Correspondence:

Current Events for the Linden-Peters Fire District was presented by Fire Chief Kirk Noffsinger.

A. Departmental Report-Fire Chief Kirk Noffsinger:

Chief Noffsinger provided an update on the events and meetings held for the month of September 2021. Chief Noffsinger noted that Croce Sanguinetti & Vander Veen staff were on site to complete the financial audit. Chief Noffsinger noted that there was a draft response for the Grand Jury Report. The Board directed Chief Noffsinger to submit the response as presented. Chief Noffsinger provided a presentation to the Board on the updates made to the District website. Captain Reed provided the Shift Reports, Fire Prevention, Training, and Association Reports.

B. Union Report – None

(IX.) New Business

A. Discussion & Possible Action re: Discussion & Possible Action re: Engine 5-3 Equipment Purchase – Air Conditioner \$6,100 plus tax

A motion to approve the purchase of an air conditioner for Engine 5-3 was made by P. Castillou Jr. and seconded by D. Frison. The motion passed with a vote of 4-0.

B. Discussion & Possible Action re: Engine 5-2 Repairs Estimate \$14,958.97

A motion was made by D. Frison to proceed with the repairs for Engine 5-2 and seconded by P. Castillou Jr. The motion passed with a vote of 4-0. The Board directed Chief Noffsinger to research cost estimates to replace Engine 5-2.

(X.) Unfinished Business –

A. Discussion & Possible Action re: Station Improvement Project

Chief Noffsinger noted that maintenance on the downstairs bathroom was completed. Next, staff will work on renovations to the upstairs bathroom.

B. Discussion & Possible Action re: Replace Water Tender 52

No update.

C. Discussion & Possible Action re: Training Improvements – Asphalt Project

A motion was made by D. Frison to proceed with the Asphalt Project in an amount of \$17,500 and seconded by J. Plotz. The motion passed with a vote of 4-0.

(XI.) Board Questions and Comments - None

(XII.) Closed Session – None

(XIII.) Adjournment: Motion made by P. Castillou Jr. and seconded by D. Frison to adjourn the meeting. Vote in favor 4-0. Motion carried and so ordered at 8:16 pm.

John E. Plotz, President

Thomas G. Watkins, Vice President

David Frison, Secretary

Paul Castillou, Jr., Member

Kenneth "Kenny" Watkins III

Linden-Peters Rural County Fire Protection District
Balance Sheet
As of October 31, 2021

	<u>Oct 31, 21</u>
ASSETS	
Current Assets	
Checking/Savings	
101 · F&M Checking- General	36,234.00
102 · F&M Zone 1 Fund	136,297.80
104 · F&M- Capital Outlay	1291884.97
106 · F&M- Benefits Reserve Fund	30,047.42
123 · F&M Equipment Replacement F...	291,372.86
124 · F&M CD	101,831.75
	<hr/>
Total Checking/Savings	1887668.80
	<hr/>
Total Current Assets	1887668.80
	<hr/>
TOTAL ASSETS	<u>1887668.80</u>
	<hr/>
LIABILITIES & EQUITY	0.00

11/03/21

Linden-Peters Rural County Fire Protection District
Income by Customer Summary
October 2021

	<u>Oct 21</u>
Fire Recovery USA, LLC Trust Acco...	1,904.64
Linden County W.D.	<u>257.89</u>
TOTAL	<u><u>2,162.53</u></u>

11/03/21

Linden-Peters Rural County Fire Protection District

Expenses by Vendor Summary

October 2021

	<u>Oct 21</u>
Albert Paper Company	67.65
Blue Cross of California	84.75
California Waste Recovery Systems	301.98
Card Services	1,161.36
Cintas	199.60
Comcast	429.64
Diesel Performance, Inc.	2,906.30
E.F. Kludt & Sons	766.86
Emergency Vehicle Outfitters	218.05
Frontier Communications	101.55
Giannini Electrical	687.34
Jim Avansino	1,151.69
Joint Radio Users Group	1,852.67
Ken Snyder Jr.	238.25
Kirk Noffsinger	75.00
Larry's Auto Repair	212.22
Lee Owing Jr.	1,151.69
Life Assist	90.73
Linden County Water District	1,615.53
MyFleetCenter.com	198.96
Pacific Gas & Electric	1,221.40
PERS Health Benefits Division	23,109.37
Premier Access Dental	1,689.39
Public Employees' Retirement System	26,764.96
R & C Pest Control	80.00
Rinaldi's Market	169.48
San Joaquin EMS Agency	179.00
Small Business Benefit Plan Trust	237.10
Valley Custom Upholstery	408.61
Valley Truck Accessories	353.22
Vic Solari	1,151.69
Zylstra Auto & Hardware	66.60
TOTAL	<u>68,942.64</u>

Linden-Peters Rural County Fire Protection District
Profit & Loss Budget vs. Actual
July 2021 through June 2022

	<u>Jul '21 - Jun 22</u>	<u>Budget</u>	<u>\$ Over Budget</u>
Ordinary Income/Expense			
Income			
410-1 · Property Tax See- Z1	64.79	14,016.25	-13,951.46
410 · Property Tax Current Secured	11,378.54	2,588,767.76	-2,577,389.22
415-1 · Property Tax Unsecured - Z1	6.07	711.01	-704.94
415 · Property Tax Curr Unsecured	1,066.04	127,447.37	-126,381.33
420-1 · SB813 - Z1	177.62	475.79	-298.17
420 · SB813 Supplemental	31,191.60	84,226.84	-53,035.24
425-1 · Prior Tax - ZZ1	12.62	0.60	12.02
425 · Prior Years	2,237.42	104.07	2,133.35
440-1 · Interest Income-48901 SJC Acct	307.00	1,956.09	-1,649.09
450-1 · Interest - Z1	17.16	57.70	-40.54
450-2 · Interest - Benefits Reserve	3.78	13.45	-9.67
450-4 · Interest - General Fund	231.06	730.92	-499.86
450-5 · Interest -Equipment Replace F...	35.43	65.15	-29.72
450 · Interest - Checking	0.89	2.07	-1.18
460-1 · State - Hmownrs Prop Tax	0.00	88.79	-88.79
460 · State - Hmownrs Prop Tax Relief	0.00	15,985.45	-15,985.45
465 · Fire Prevention Service	1,427.00	14,176.77	-12,749.77
475 · Strike Team Reimbursement	56,119.92	0.00	56,119.92
480 · LCWD Fuel Reimbursement	1,323.89	3,308.69	-1,984.80
492-3 · Service Fees	2,683.84	3,282.02	-598.18
495 · Miscellaneous	335.34	2,500.00	-2,164.66
Total Income	108,620.01	2,857,916.79	-2,749,296.78
Expense			
500 · Personnel			
510 · Salaries - Regular	396,733.89	1,180,000.00	-783,266.11
512 · Salaries - Overtime	28,058.70	90,000.00	-61,941.30
513 · Salaries - FLSA	9,207.81	29,000.00	-19,792.19

Linden-Peters Rural County Fire Protection District
Profit & Loss Budget vs. Actual
July 2021 through June 2022

	<u>Jul '21 - Jun 22</u>	<u>Budget</u>	<u>\$ Over Budget</u>
514 · Salaries - Strike Team Overtime	206,246.55	0.00	206,246.55
515 · Salaries - Extra Help	0.00	22,000.00	-22,000.00
517 · Salaries - Holiday	0.00	68,000.00	-68,000.00
518 · Salaries - Volunteers	2,225.00	9,000.00	-6,775.00
519 · Educational Incentive	3,011.76	9,000.00	-5,988.24
521 · Retirement	92,539.80	273,000.00	-180,460.20
525 · Social Security	137.95	2,000.00	-1,862.05
527 · Social Security - Medicare	8,512.77	20,000.00	-11,487.23
530 · Insurance- Medical	94,507.24	240,000.00	-145,492.76
531 · Insurance- Medical (retirees)	23,565.40	60,000.00	-36,434.60
532 · Insurance- Dental	3,689.82	15,000.00	-11,310.18
533 · Insurance - Vision	651.22	2,500.00	-1,848.78
534 · Insurance -Life	339.00	1,000.00	-661.00
535 · Insurance- Worker's comp	23,752.00	125,000.00	-101,248.00
536 · Director's Fees	2,075.00	6,000.00	-3,925.00
Total 500 · Personnel	<u>895,253.91</u>	<u>2,151,500.00</u>	<u>-1,256,246.09</u>
540 · Vehicle & Equipment			
542 · Fuel, Lube, & Oil	9,993.00	22,000.00	-12,007.00
543 · Tires	1,094.02	1,500.00	-405.98
544 · Parts/Supplies	2,047.26	9,000.00	-6,952.74
545 · Maintenance & Repair	4,557.81	20,000.00	-15,442.19
547 · Radios	0.00	15,000.00	-15,000.00
549 · SCBA	0.00	1,000.00	-1,000.00
550-4 · Small Tools & Equipment	264.62	16,300.00	-16,035.38
551 · Medical equip, supplies, oxygen	1,593.74	5,000.00	-3,406.26
552 · Ladder Purchase/ Maintenance	0.00	800.00	-800.00
Total 540 · Vehicle & Equipment	<u>19,550.45</u>	<u>90,600.00</u>	<u>-71,049.55</u>
560 · Buildings & Grounds			

Linden-Peters Rural County Fire Protection District
Profit & Loss Budget vs. Actual
July 2021 through June 2022

	<u>Jul '21 - Jun 22</u>	<u>Budget</u>	<u>\$ Over Budget</u>
564 · Furniture	3,396.00	10,000.00	-6,604.00
580 · Maintenance & Repair	8,778.74	12,000.00	-3,221.26
Total 560 · Buildings & Grounds	12,174.74	22,000.00	-9,825.26
600 · Supplies			
600-1 · Grant Expense-Supplies	0.00	10,000.00	-10,000.00
602 · Computer Hardware & Software	4,363.86	15,000.00	-10,636.14
606 · Office supplies	698.73	8,000.00	-7,301.27
607 · Postage	0.00	500.00	-500.00
608 · Station Supplies	2,101.78	10,000.00	-7,898.22
613 · Clothing-uniforms	0.00	3,000.00	-3,000.00
616 · Clothing- Safety	1,498.83	14,000.00	-12,501.17
625 · Utilities- Electric/ Gas	6,808.36	18,000.00	-11,191.64
626 · Utilities- Water	1,235.53	4,200.00	-2,964.47
627 · Utilities- Cable TV	710.73	2,400.00	-1,689.27
630 · Utilities - Telephone/Cell/CAD	2,362.42	4,600.00	-2,237.58
631 · Utilities - Garbage	1,203.52	3,600.00	-2,396.48
635 · Fire Fighting Foam	0.00	3,000.00	-3,000.00
Total 600 · Supplies	20,983.76	96,300.00	-75,316.24
650 · Services			
652 · Insurance/ Casul/ Eq/Bond	6,956.00	25,000.00	-18,044.00
655 · Annual Audit	4,000.00	17,000.00	-13,000.00
656 · S.J. Co. Tax Admin Chg	0.00	40,000.00	-40,000.00
657 · Dispatching	5,777.12	16,500.00	-10,722.88
658 · Computer Support	170.00	5,000.00	-4,830.00
665 · Physical Exams	304.00	3,300.00	-2,996.00
667 · Fire Prevention Bureau	2,084.96	3,500.00	-1,415.04
670 · Assoc. Memberships	475.00	4,000.00	-3,525.00
675 · Training	733.23	12,000.00	-11,266.77

Linden-Peters Rural County Fire Protection District
Profit & Loss Budget vs. Actual
 July 2021 through June 2022

	<u>Jul '21 - Jun 22</u>	<u>Budget</u>	<u>\$ Over Budget</u>
677 · Consultant Services	0.00	3,000.00	-3,000.00
678 · Attorney Fee's	0.00	5,000.00	-5,000.00
690 · Services Contingencies	118.93	5,000.00	-4,881.07
691 · Bank Fees	217.05	1,000.00	-782.95
Total 650 · Services	<u>20,836.29</u>	<u>140,300.00</u>	<u>-119,463.71</u>
695 · Zone 1			
696 · Hydrant Rental	380.00	1,200.00	-820.00
697 · Fire Hose and Appliances	0.00	7,000.00	-7,000.00
698 · S.J. Co. Tax Admin Chg	0.00	300.00	-300.00
699 · Fire Hydrant Purchase	0.00	7,000.00	-7,000.00
Total 695 · Zone 1	<u>380.00</u>	<u>15,500.00</u>	<u>-15,120.00</u>
Total Expense	<u>969,179.15</u>	<u>2,516,200.00</u>	<u>-1,547,020.85</u>
Net Ordinary Income	<u>-860,559.14</u>	<u>341,716.79</u>	<u>-1,202,275.93</u>
Net Income	<u><u>-860,559.14</u></u>	<u><u>341,716.79</u></u>	<u><u>-1,202,275.93</u></u>

Linden-Peters Rural County Fire Protection District
FY 21-22 vs FY 20-21 Profit & Loss Prev Year Comparison
October 2021

	Oct 21	Oct 20	\$ Change	% Change
Ordinary Income/Expense				
Income				
440-1 · Interest Income-48901 SJC ...	0.00	68.00	-68.00	-100.0%
462 · Grant Income	0.00	4,300.00	-4,300.00	-100.0%
465 · Fire Prevention Service	0.00	467.00	-467.00	-100.0%
475 · Strike Team Reimbursement	56,119.92	0.00	56,119.92	100.0%
480 · LCWD Fuel Reimbursement	257.89	0.00	257.89	100.0%
492-3 · Service Fees	1,904.64	0.00	1,904.64	100.0%
Total Income	58,282.45	4,835.00	53,447.45	1,105.4%
Expense				
500 · Personnel				
510 · Salaries - Regular	88,603.57	87,177.89	1,425.68	1.6%
512 · Salaries - Overtime	4,668.10	1,756.13	2,911.97	165.8%
513 · Salaries - FLSA	2,046.18	2,018.16	28.02	1.4%
514 · Salaries - Strike Team Overti...	47,515.22	67,611.81	-20,096.59	-29.7%
515 · Salaries - Extra Help	0.00	1,440.00	-1,440.00	-100.0%
517 · Salaries - Holiday	0.00	0.00	0.00	0.0%
518 · Salaries - Volunteers	840.00	1,150.00	-310.00	-27.0%
519 · Educational Incentive	669.28	669.28	0.00	0.0%
521 · Retirement	18,440.38	30,893.38	-12,453.00	-40.3%
525 · Social Security	52.08	168.95	-116.87	-69.2%
527 · Social Security - Medicare	1,904.78	2,169.01	-264.23	-12.2%
530 · Insurance- Medical	18,521.11	17,793.79	727.32	4.1%
531 · Insurance- Medical (retirees)	4,570.28	4,324.27	246.01	5.7%
532 · Insurance- Dental	1,007.67	2,689.06	-1,681.39	-62.5%
533 · Insurance - Vision	171.06	181.62	-10.56	-5.8%
534 · Insurance -Life	84.75	84.75	0.00	0.0%
535 · Insurance- Worker's comp	0.00	28,876.00	-28,876.00	-100.0%
536 · Director's Fees	375.00	375.00	0.00	0.0%

Linden-Peters Rural County Fire Protection District
FY 21-22 vs FY 20-21 Profit & Loss Prev Year Comparison
October 2021

	<u>Oct 21</u>	<u>Oct 20</u>	<u>\$ Change</u>	<u>% Change</u>
Total 500 · Personnel	189,469.46	249,379.10	-59,909.64	-24.0%
540 · Vehicle & Equipment				
542 · Fuel, Lube, & Oil	935.59	2,328.63	-1,393.04	-59.8%
544 · Parts/Supplies	284.65	2,057.77	-1,773.12	-86.2%
545 · Maintenance & Repair	4,079.31	6,203.86	-2,124.55	-34.3%
547 · Radios	0.00	57.86	-57.86	-100.0%
550-4 · Small Tools & Equipment	0.00	632.16	-632.16	-100.0%
551 · Medical equip, supplies, oxy...	90.73	183.40	-92.67	-50.5%
Total 540 · Vehicle & Equipment	5,390.28	11,463.68	-6,073.40	-53.0%
560 · Buildings & Grounds				
580 · Maintenance & Repair	1,682.78	520.63	1,162.15	223.2%
Total 560 · Buildings & Grounds	1,682.78	520.63	1,162.15	223.2%
600 · Supplies				
607 · Postage	0.00	112.20	-112.20	-100.0%
608 · Station Supplies	436.73	420.50	16.23	3.9%
612 · Towel Service & Chemicals	0.00	399.20	-399.20	-100.0%
616 · Clothing- Safety	0.00	150.00	-150.00	-100.0%
625 · Utilities- Electric/ Gas	1,221.40	1,481.54	-260.14	-17.6%
626 · Utilities- Water	1,235.53	292.30	943.23	322.7%
627 · Utilities- Cable TV	176.63	195.96	-19.33	-9.9%
630 · Utilities - Telephone/Cell/CAD	624.36	711.61	-87.25	-12.3%
631 · Utilities - Garbage	301.98	291.00	10.98	3.8%
Total 600 · Supplies	3,996.63	4,054.31	-57.68	-1.4%
650 · Services				
657 · Dispatching	1,657.87	2,206.18	-548.31	-24.9%
658 · Computer Support	0.00	1,659.60	-1,659.60	-100.0%

**Linden-Peters Rural County Fire Protection District
 FY 21-22 vs FY 20-21 Profit & Loss Prev Year Comparison
 October 2021**

	<u>Oct 21</u>	<u>Oct 20</u>	<u>\$ Change</u>	<u>% Change</u>
665 · Physical Exams	0.00	2,150.00	-2,150.00	-100.0%
675 · Training	179.00	660.00	-481.00	-72.9%
690 · Services Contingencies	77.19	278.39	-201.20	-72.3%
691 · Bank Fees	0.00	77.50	-77.50	-100.0%
Total 650 · Services	1,914.06	7,031.67	-5,117.61	-72.8%
695 · Zone 1				
696 · Hydrant Rental	380.00	95.00	285.00	300.0%
Total 695 · Zone 1	380.00	95.00	285.00	300.0%
Total Expense	202,833.21	272,544.39	-69,711.18	-25.6%
Net Ordinary Income	-144,550.76	-267,709.39	123,158.63	46.0%
Net Income	<u><u>-144,550.76</u></u>	<u><u>-267,709.39</u></u>	<u><u>123,158.63</u></u>	<u><u>46.0%</u></u>



LINDEN – PETERS FIRE DISTRICT

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lpfd@sjgov.org
Kirk Noffsinger, Fire Chief

Board Members

President: John E. Plotz
Vice-President: Thomas G. Watkins
Secretary: Duane R. Brown
Member: David Frison
Member: Paul Castellou Jr.

LINDEN – PETERS FIRE DEPARTMENT MONTHLY BOARD REPORT

November 4, 2021

FINANCIAL SUMMARY AND REPORT:

For the month ending October 31, 2021

- Accounts Balance Sheet (See attached)
- Income for the Month (See attached)
- Bills Paid Listing (See attached)
- Budget Report (See attached)
- Budget Comparison Prev. Year (See attached)
- All Accounts Balanced as of September 30, 2021.

CURRENT EVENT SUMMARIES, REPORTS, AND/OR CORRESPONDENCE:

- **Meetings for the month**
 - 10/6 Volunteer Association Meeting
 - 10/7 LPE Board Meeting
 - 10/13 DOC Meeting
 - 10/20 JRUG Meeting
- **Correspondence/Events:**
 - 10/1 – LHS Homecoming Parade
- **Current Projects/Updates:** None

A SHIFT PERSONNEL: Captain J. Reed / Lieutenant R. Ruegsegger / Firefighter Engineer B. Wright / Firefighter Engineer D. Dennis

Activities for the Month

- Responded to 28 calls for service
 - Attended and helped clean up after Concert for a Cure
 - Participated in public education for fire safety @ Linden Elementary
 - Installed new batteries into WT52 and tightened battery switches
 - Performed an annual service / inspection on E53 chainsaw
 - Delivered E53 to NVB Equipment in Turlock for Red Dot ac installation
-

B SHIFT PERSONNEL: Captain B. Ruegsegger / Lieutenant K. Dahlenburg / Firefighter/Engineer M. Garcia / Firefighter J. Davis

Activities for the Month

- Responded to 20 calls for service
- EVO repaired the Wifi on E-53
- Delivered fire prevention materials to Linden Elementary
- Les Schwab repaired a tire and rotated the tires on U-51

C SHIFT PERSONNEL: Captain M. Mojalli / Lieutenant J. Goins, Firefighter/Engineer T. Watson / Firefighter/Engineer M. Verdon

Activities for the Month

- Responded to 26 calls for service
- Diesel Performance repaired the fuel gauge on E-52
- Hi-Tech repaired the radio and the tank water level indicator on WT-52
- Valley Truck Accessories installed running boards on U-51
- Larry's Auto Repair repaired the lights on C-51
- Overhead Door repaired the app bay door #1
- Contacted Dave's Upholstery re-upholstered U-51 driver seat and E-52 passenger seats.
- Attended Trunk & Treat event at Linden Elementary

DEPARTMENT FIRE PREVENTION REPORT:

- Fire Prevention week materials were distributed to 400 students. Crews conducted Fire Safety Training with the elementary and day care children.
- Issued 8 permits in the month of October.
- Linden Associated Growers is now AGI Engineering.
- Projects: Bellota Sub Station Power Storage Project, and LCWD Water Tank Storage Project.
- Project Completed: Orlando's Market Patio Project

ON DUTY TRAINING:

Fire Scene Ops:	Preconnected Live Lines, LARRO, and Air Ambulance / LZ Ops
EMS:	Pediatric Assessment
LPE Policy:	Multiple Lexipol Policy/Procedure Review
SJCEMS Policy:	#5511 BLS Cardiac Arrest
Safety:	NFPA 1500 Respiratory Protection
Pre-Incident Plan:	Podesta Packing

Outside Training:

- 10/8 & 10/28 Structure Fire Ops @ STO STA #2 Using Connex Box Prop
 - 9/29 L. Coose Attended Wage & Hour Compliance with COVID-19 via Zoom
 - 10/6 L. Coose Attended Workers Compensation Process via Zoom
 - 10/12 L. Coose Attended Microsoft Publisher – Admin Fire Service Section
-

FIRE VOLUNTEERS, FIRE CADETS, AND VOLUNTEER FIREFIGHTERS ASSOCIATION

Association Activities: No update at this time.

Correspondence: None

Memorial Donations: None

Donations made by the Association: No update at this time.

INCIDENT AND COVERAGE REPORT:

LINDEN - PETERS FIRE DISTRICT				MONTH - YEAR: Oct-21	
INCIDENT TYPE	NO.	POSTED	CANCELED	PAID STAFF	
STRUCTURE FIRE	2		1	102 B. RUEGSEGGER	1
VEGETATION FIRE	3			106 M. MOJALLI	5
VEHICLE FIRE	1			108 J. REED	3
FIRE OTHER	4			105 J. GOINS	3
EMS CALL	38	2		107 K. DAHLENBURG	2
MVA	5			110 R. RUEGSEGGER	5
RESCUE CALL				111 T. WATSON	1
HAZARDOUS CONDITION	3			118 M. GARCIA	3
SERVICE CALL (NON EMERGENCY)	2			119 M. VERDON	1
GOOD INTENT CALLS				120 B. WRIGHT	2
FALSE ALARMS	10		1	122 D. DENNIS	1
WEATHER / DISASTER				123 J. DAVIS	3
SPECIAL INCIDENTS/OTHER	6	4			
TOTAL FOR THE MONTH:	74			TOTAL:	30
TOTAL FOR THE YEAR:	747			VOLUNTEER STAFF	STA COV.
PREVIOUS YEAR COMPARISON		Diff	%	117 G. SCHAEDE (VFF)	4
MONTH:	56	18	24%		
YEAR:	655	92	12%		
DAY CALLS (8AM - 5PM):	21			TOTAL:	4
NIGHT CALLS (5PM - 8AM):	23				
CALLS PER SHIFT					
A:	28				
B:	20				
C:	26				
AUTOMATIC AID					
	GIVEN	POSTED	CANCELED	RECEIVED	
WATERLOO MORADA (WMR)	9		3	2	
MOKELUMNE (MKE)	4	1		7	
CLEMENTS (CLE)				1	
FARMINGTON (FAR)					
COLLEGEVILLE (CVG)					
STOCKTON (STO)					
MONTEZUMA (ZUM)					
LODI (LOD)					
WOODBIDGE (WOO)					
LIBERTY (LIB)					
MOUNTAIN HOUSE (MHU)					
ESCALON (ESL)					
RIPON (RIP)					
CALAVERAS CONSOLIDATED					
LATHROP MANTECA (LMD)					
CalFire (TCU)					
OES, XSJ, EOC, SQF, VNC, BEU, MMU					
TOTAL:	13	1	3	10	

San Joaquin County Joint Fire Investigation Unit

2021 Linden-Peters Fire Investigator Activity

Fire Investigators – FF/ENG Martin Garcia and FF/ENG Brandon Wright

Agency	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Escalon												
Ripon												
Lathrop-Manteca										2		
Farmington												
Linden-Peters					2				1			
Clements												
Woodbridge												
South County Fire Authority												
French Camp/Mountain House				1		1						
Liberty												
Mokelumne												
Collegeville												
Waterloo-Morada								1				
Thornton			1									
Montezuma												
Lodi			1									
Stockton					1							
Manteca												
Total FIU Callouts	0	0	2	1	3	1	0	1	1	2		

***Black** = FIU callout attended to by an LPPD investigator

***Green** = FIU callout NOT attended to by an LPPD investigator

***Red** = In District investigation, not a county FIU callout

JANUARY & FEBRUARY – No activity to report.

MARCH

- *Lodi* – Structure fire. Covered by Brandon Wright on duty, George Wells (WMR), Jaime Ramirez (WOO)
- *Thornton* – Boat fires. Covered by George Wells (WMR)

APRIL

- *Mountain House* – Structure fire. Covered by George Wells (WMR). Brandon Wright phone support only on duty.

MAY

- *Linden-Peters* – Two incendiary vehicle fires on Brovelli Ln. Covered by Martin Garcia and Brandon Wright, both off duty.
- *Stockton* – Structure fire at Empire Theatre on Pacific Ave. Covered by Martin Garcia on duty, Ryan Smart (STO), George Wells (WMR), Josh Elliot (LMD)
- *Linden-Peters* – Fifth wheel trailer fire. One fatality. Covered by Martin Garcia on duty, Brandon Wright off duty, and George Wells (WMR)

JUNE

- *Mountain House* – Structure fire. Covered by Brandon Wright off duty, George Wells (WMR)

JULY – No activity to report. **FIU meeting @ Linden

AUGUST

- *Waterloo Morada* – Structure fire. Covered by Brandon Wright on duty, George Wells (WMR), Ryan Smart (STO)
- **FIU meeting @ Linden (ATF Special Agent Brian Parker as speaker)

SEPTEMBER

- *Linden-Peters* – Structure fire. Covered by Brandon Wright off duty and Martin Garcia off duty.

OCTOBER

- *Lathrop-Manteca* – Multiple mobile home fires. One burn victim. Covered by Martin Garcia (LPE) on duty, George Wells (WMR), Josh Elliot (LMD)
- *Lathrop Manteca* – Structure fire. Covered by Dan Peeler (SJC)



CALIFORNIA STATE GOVERNMENT CUSTOMERS ON-BILL FINANCING LOAN AGREEMENT

The undersigned customer ("**Customer**") has contracted for the provision of energy efficiency/demand response equipment and services (the "**Work**") which qualify for one or more of PG&E's applicable rebate or incentive programs. Subject to the conditions (including the process for Adjustment and preconditions to funding) set forth below, Pacific Gas and Electric Company ("**PG&E**") shall extend a loan (the "**Loan**") to Customer in the amount of the loan balance (the "**Loan Balance**") pursuant to the terms of this On-Bill Financing Loan Agreement ("**Loan Agreement**") and PG&E's rate schedules E-OBF and/or G-OBF, as applicable (the "**Schedule**").

To request the Loan, Customer has submitted a completed On-Bill Financing Application and associated documentation as required by PG&E (the "**Application**"). Collectively the Application and this Loan Agreement (including any Adjustment hereunder) comprise the "Agreement".

1. Customer shall arrange for its Contractor, as identified at the end of this Agreement ("**Contractor**"), to provide the Work as described in the Application.
2. The estimated Loan Balance is set forth below. The total cost of the Work as installed, rebate/incentive for qualifying energy efficiency measures, Loan Balance, monthly payment, and loan term specified in this Loan Agreement may be adjusted, if necessary, after the Work and the post-installation inspection described in the Application and/or herein are completed (the "**Adjustment**"). The Adjustment will be calculated using the actual total cost of the Work, as installed, and the estimated energy savings (as described in the Application) of such Work. In no event will the Loan Balance be increased without Customer's written consent, even if Customer is eligible for such increased Loan Balance. Moreover, in no event will the Loan Balance exceed the maximum loan amount stipulated in the Application. Customer understands that in order to be eligible for the Loan, the initial Loan Balance for Work may not fall below the minimum loan amount, nor may the payback period exceed the maximum payback period. **Accordingly, if after the Adjustment, the Loan Balance falls below the minimum loan amount or if the simple payback period exceeds the program maximum payback period, each as described in the Application, PG&E shall have no obligation to extend the Loan, as the Work would not meet program requirements.** The Adjustment described in this paragraph will be communicated to the Customer in writing and will automatically become part of this Loan Agreement, except that any proposed increase in the Loan Balance will only become part of this Loan Agreement upon Customer's written consent to such increase.
3. **PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work.** The Parties acknowledge and agree that PG&E is only providing the State with financing. The Customer has independently hired contractors ("State Contractors") to perform the work on behalf of the Customer to qualify for financing. The Customer acknowledges and agrees that the State Contractors are not third party beneficiaries to this agreement between the Customer and PG&E. To the extent authorized by law and subject to appropriation of the Legislature, the Customer agrees that it will look only to State Contractors for any claims related to the installed equipment or its performance and that PG&E shall have no responsibility or liability, except for the payment of the loan proceeds, and the Customer shall indemnify PG&E for any claims made by the State Contractors against PG&E.
4. Customer represents and warrants that (a) Customer is receiving this Loan solely for Work obtained in connection with Customer's business, and not for personal, family or household purposes; (b) Customer, if not an individual or a government agency, is duly organized, validly existing and in good standing under the laws of its state of formation, and has full power and authority to enter into this Agreement and to carry out the provisions of this Agreement. Customer is duly qualified and in good standing to do business in all jurisdictions where such qualification is required; (c) this Loan Agreement has been duly authorized by all necessary proceedings, has been duly executed and delivered by Customer and is a valid and legally binding agreement of Customer duly enforceable in accordance with its terms; (d) no consent, approval, authorization, order, registration or qualification of or with any court or regulatory authority or other governmental body having jurisdiction over Customer is required for, and the absence of which would adversely affect, the legal and valid execution and delivery of this Loan Agreement, and the performance of the transactions contemplated by this Loan Agreement; (e) the execution and delivery of this Loan Agreement by Customer hereunder and the compliance by Customer with all provisions of this Loan Agreement: (i) will not conflict with or violate any Applicable Law; and (ii) will not conflict with or result in a breach of or default under any of the terms or provisions of any loan agreement or other contract or agreement under which Customer is an obligor or by which its property is bound; and (f) all factual information furnished by Customer to PG&E in the Application and pursuant to this Agreement is true and accurate.
5. The Application must include the Federal Tax Identification Number or Social Security Number of the party who will be the recipient of the checks for the rebate/incentive or any Loan proceeds. Checks may be issued directly to the Customer or its designated Contractor or both, for the benefit of the Customer, as specified below. Customer acknowledges that PG&E will not be responsible for any tax liability imposed on the Customer or its contractor in connection with the transactions contemplated under the Agreement, whether by virtue of the Loan contemplated under the Agreement, or otherwise, and Customer shall indemnify PG&E for any tax liability imposed upon PG&E as a result of the transactions contemplated under the Agreement.

6. Upon completion of the Work, Customer shall send a written confirmation of completion to PG&E's On-Bill Financing Program Administrator at the address listed in Section 15. Within 60 days after receiving the confirmation, PG&E (a) will conduct a post installation inspection and project verification, including review of invoices, receipts and other documents as required by PG&E to verify the correctness of any amounts claimed by Customer; and (b) will adjust, if necessary, the total cost, incentive, Loan Balance, monthly payment, and loan term as stated above. Customer shall give PG&E reasonable access to its premises and the Work. If the Work conforms to all requirements of the Agreement and all amounts claimed by Customer as Work costs are substantiated to PG&E's reasonable satisfaction, PG&E will issue a check ("Check") to Customer or Contractor (as designated by Customer in Section 15) for all amounts PG&E approves for payment in accordance with the Agreement. The date of such issuance is the "Issuance Date". If the Check is issued to Customer, Customer shall be responsible for paying any outstanding fees due to Contractor for the Work. If the Check is less than the amount due from Customer to Contractor, Customer shall be responsible for the excess due to the Contractor.
7. Customer shall repay the Loan Balance to PG&E as provided in this Loan Agreement irrespective of whether or when the Work is completed, or whether the Work is in any way defective or deficient, and whether or not the Work delivers energy efficiency savings to Customer.
8. The monthly payments will be included by PG&E on the Account's regular energy service bills, or by separate bill, in PG&E's discretion. Regardless whether the monthly payments are included in the regular utility bill or a separate loan installment bill, the following repayment terms will apply:
 - a. The Customer agrees to repay to PG&E the Loan Balance in the number of payments listed below and in equal installments (with the final installment adjusted to account for rounding), by the due date set forth in each PG&E utility bill or loan installment bill rendered in connection with Customer's account (identified by the number set forth below) ("Account"), commencing with the bill which has a due date falling at least 30 days after the Issuance Date.
 - b. If separate energy service bills and loan installment bills are provided, amounts due under this Loan Agreement as shown in the loan installment bill shall be deemed to be amounts due under each energy services bill to the Account, and a default under this Loan Agreement shall be treated as a default under the Account.
 - c. If the Customer is unable to make a full utility bill payment in a given month, payment arrangements may be made at PG&E's discretion.
 - d. Any partial bill payments received for a month will be applied in equal proportion to the energy charges and the loan obligation for that month, and the Customer may be considered in default of both the energy bill and the loan installment bill.
 - e. Further payment details are set forth below.
9. Any notice from PG&E to Customer regarding the Program or the transactions contemplated under the Loan Agreement may be provided within a PG&E utility bill or loan installment bill, and any such notices may also be provided to Customer at the address below or to the Customer's billing address of record in PG&E's customer billing system from time to time, and in each case shall be effective five (5) days after they have been mailed.
10. The Loan Balance shall not bear interest.
11. Customer may, without prepayment penalty, pay the entire outstanding loan balance in one lump sum payment provided the customer first notifies PG&E by telephoning the toll free phone number (1-800-468-4743), and by sending written notice to PG&E On-Bill Financing Program Administrator at the address listed below, in advance of making the lump sum payment. Accelerated payments that are received from Customer without PG&E's prior approval may, at PG&E's sole discretion, be applied proportionally to subsequent energy charges and Loan repayments and PG&E shall have no obligation to apply accelerated payments exclusively to reduction of the outstanding Loan.
12. The entire outstanding Loan Balance will become immediately due and payable, and shall be paid by Customer within 30 days if: (i) the Account is closed or terminated for any reason; (ii) Customer defaults under the Agreement; (iii) Customer sells the equipment forming part of the Work to any third party; or (iv) Customer becomes Insolvent. Customer becomes "Insolvent" if: (i) Customer is unable to pay its debts as they become due or otherwise becomes insolvent, makes a general assignment for the benefit of its creditors, or suffers or permits the appointment of a receiver for its business or assets or otherwise ceases to conduct business in the normal course; or (ii) any proceeding is commenced by or against Customer under any bankruptcy or insolvency law that is not dismissed or stayed within 45 days.
13. Customer understands that without limiting any other remedy available to PG&E against Contractor or Customer, **failure to repay the Loan Balance in accordance with the terms of the Agreement could result in shut-off of utility energy service, adverse credit reporting, and collection procedures, including, without limitation, legal action.**
14. If there is any conflict among the documents comprising the Agreement, the following order of priority shall apply: 1. this Loan Agreement; 2. the Application; 3. any documents attached to the Application.

15. STATE OF CALIFORNIA REQUIREMENT

a. All Payment Obligations Subject to Appropriation

The Customer acknowledges that the cost incurred pursuant to this Loan Agreement will be part of the monthly bill for electricity use. All payment obligations and the Work replacement obligations of the Customer under this Loan Agreement or any related agreement or application is subject to appropriation by the Legislature of the State of California.

b. No Lien or Encumbrance; Subordination:

(1) Notwithstanding any other provision in this Loan Agreement – , PG&E acknowledges that nothing in this Loan Agreement shall constitute a mortgage, charge, assignment, transfer, pledge, lien or encumbrance upon either the Work or any part of the buildings, structures or related facilities in which the Work is constructed, installed or situated (collectively, the “Related Facilities”). Accordingly, PG&E agrees it will not record or file any instrument that would indicate or imply it has a security interest in the Related Facilities, including but not limited to a UCC-1.

(2) In addition to the preceding paragraph (a), if this Loan Agreement were ever construed or deemed to create any such encumbrance, then: (i) this Loan Agreement shall be junior and subordinate and subject in all respects to the terms and conditions of any and all leases, and indentures related to lease revenue bonds issued by the State Public Works Board of the State of California or any other issuer of bonds on behalf of the state concerning the Related Facilities entered into in the past, the present or the future (the “Senior Security Documents”); and (ii) any term or condition of this Loan Agreement relating to any right, title or interest in the Related Facilities or other benefits derived there from shall be in all respects junior and subordinate to, and subject to the terms of, the Senior Security Documents.

16. Loan Particulars.

This table is to be completed by PG&E

Total Cost	Incentive	Customer Buy- Down (if applicable)	Loan Balance ¹	Monthly Payment	Term ² (months)	Number of Payments
\$ 26,771.14	\$ -	\$ -	\$ 26,771.14	\$ 318.70	84	84

Check Made Payable to Customer or Contractor
 [customer to select payment method. Note that only one check can be issued]

17. This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

Federal Tax ID or Social Security #, Customer	Federal Tax ID or Social Security #, Contractor
77-0551389	80-0196823

PG&E Account # / Service Agreement #
3088408457 / 3088408640

Account Name, Customer	Name, Contractor
Primary Customer Name: LINDEN-PETERS RURAL COUNTY FIRE DISTRICT - 17725 E Project ID: Population Non-Res OBF - 41045 FA ID: 012910	ECOGREEN SOLUTIONS, COREY BROPHY

Customer Address (For OBF Check Delivery)	Contractor Address (For OBF Check Delivery)
	27671 LA PAZ RD SUITE 100
	LAGUNA NIGUEL CA 92677

Name and Title of Authorized Representative of Customer	Name and Title of Authorized Representative of Contractor
	COREY BROPHY, ECOGREEN SOLUTIONS

Full Name & Title →

Signature of Authorized Representative of Customer

Full Signature →

Date

Date Signed →

ACCEPTED: Pacific Gas and Electric Company

By	Date
PG&E On-Bill Financing Authorized Representative	

Address:
 On-Bill Financing Program
 Mail Code N6G
 Pacific Gas and Electric Company
 PO Box 770000
 San Francisco, CA 94177-0001

¹ The Loan Balance shall not exceed two-hundred fifty thousand dollars (\$250,000), except where, in PG&E's sole opinion, the opportunity for uniquely large energy savings exist, in which case the Loan Balance may exceed two-hundred fifty thousand dollars (\$250,000) but shall not exceed four million dollars (\$4,000,000).

² The loan term in months will be established by PG&E at the time of the OBF Loan Agreement initiation. The maximum loan term shall be one hundred and twenty (120) months.

**On-Bill Financing Program (OBF)
Loan Calculation Summary Sheet
Simple project payback per meter**

Customer Name: LINDEN-PETERS RURAL COUNTY FIRE DISTRICT - 17725 E

Project Number: FA ID: 012910

Calculations from:

Original

(A) PROJECT COST FOR MEASURES	(B) REBATES or INCENTIVES	Customer Down Payment or Buy-Down	CUSTOMER TOTAL LOAN AMOUNT	(C) CUSTOMER AVERAGE RATE PER kWh	(D) CUSTOMER AVERAGE RATE PER Therm	(E) ESTIMATED ANNUAL ENERGY SAVINGS (kWh)	(F) ESTIMATED ANNUAL GAS SAVINGS (Therm)	ESTIMATED ANNUAL ENERGY COST SAVINGS	SIMPLE PAYBACK IN YEARS
\$ 26,771.14	-	\$ -	\$ 26,771.14	0.28 \$	-	13,764.70	-	\$ 3,865.11	6.93

PAYBACK IN MONTHS BASED ON EXPECTED ENERGY SAVINGS	LOAN TERM (MONTHS) (1 month added for bill neutrality)	CUSTOMER FIXED MONTHLY LOAN PAYMENT	ESTIMATED MONTHLY ENERGY COST SAVINGS
83	84	\$ 318.70	\$ 322.09

(C) = (From utility bill) Total \$ amount (12-month) / Total kWh (same 12-month)

(D) = (From utility bill) Total \$ amount (12-month) / Total therm (same 12-month)



Statement of Work

1. SCOPE OF WORK: EcoGreen Solutions shall furnish all the materials and perform all of the work shown and/or described in the Energy Audit and Quote. EcoGreen Solutions is not responsible for touch up work i.e. – paint where replacement fixtures don’t exactly match existing fixtures, ceiling tiles, etc...

a. VFD/VSD installation: If the project includes a VFD/VSD, standard installation costs include – VFD, startup, card, programming, installation of any conduit, running power, concrete footing (if needed), VFD mounting and interconnect to SCADA panel. Installation costs that are not included and would be an additional cost – wiring diagrams, fencing, gates, enclosures, relay box, controls.

2. PROJECT COST: The amount due for material and labor to be performed is \$26,771.14 Dollars (\$), subject to additions and deductions pursuant to authorized change orders/adjustment letters.

3. PAYMENT & UTILITY FINANCING: EcoGreen Solutions has worked with Customer to secure Utility financing on behalf of the Customer to fund payment of this project, of which, terms and payback periods are detailed in the Utility On-Bill Financing (OBF) documentation – PGE Project # FA ID 012910

Payment of the project shall be paid in the manner following:

Project Cost	\$26,771.14
Utility On-Bill Financing	\$26,771.14
SUBTOTAL	\$0
SUBTOTAL Due to EcoGreen Solutions	\$0

a. Customer understands that final utility rebate and OBF amounts issued may vary based on final installation counts and subject to additions and deductions pursuant to authorized change orders/adjustment letters.

b. Customer understands that should utility determine that OBF loan proceeds shall not be issued due to customer’s credit standing or has

otherwise placed customer’s repayment of the loan at risk, Customer shall be liable for payment of any product, labor, and installation due. This includes any product demos that aren’t returned to EcoGreen Solutions.

c. Notice to Proceed: Once Utility On-Bill Financing is approved, if required, EcoGreen Solutions will provide LED demo fixture/lamps to assure proper light levels, color and aesthetics. Written confirmation from the Customer that demos are approved and approval to move forward with the ordering of product and installation will serve as formal Notice To Proceed.

4. GENERAL TERMS AND CONDITIONS

a. All work shall be completed in a workmanlike manner and in compliance with all building codes and other applicable laws.

b. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform the work.

c. EcoGreen Solutions may at its discretion engage subcontractors to perform work hereunder, provided EcoGreen Solutions shall fully pay said subcontractor and in all instances remain responsible for the proper completion of the project.

d. EcoGreen Solutions warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of EcoGreen Solutions or its employees and subcontractors.

e. Customer shall at its own expense obtain all permits necessary for the work to be performed.

f. EcoGreen Solutions agrees to remove all debris and leave the premises in clean condition unless instructed by Customer to do otherwise.

g. EcoGreen Solutions shall dispose of all hazardous lamps and tubes utilizing a proper recycling program unless instructed by Customer to do otherwise.

h. EcoGreen Solutions shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.

i. Customer is responsible for verification of fixture counts and hours of operation reflected in the Energy Audit.

5. HAZARDOUS CONDITIONS: In the event that EcoGreen Solutions discovers existing or developing spore or mold growth, asbestos or other potentially hazardous conditions at the Project location, EcoGreen Solutions will stop work and will not attempt to test, repair or remediate such conditions. At Customer's sole expense, Customer must arrange to have the hazardous condition removed by a third party in compliance with applicable laws within a reasonable period of time, or EcoGreen Solutions may cancel this project. If the project is canceled, Customer agrees to pay EcoGreen Solutions the costs of materials, labor and services provided through the date of cancellation.

6. WARRANTIES:

a. MANUFACTURER WARRANTIES. Products installed as part of the scope of work are covered by separate manufacturers' warranties (hereinafter, "Manufacturer Warranties"). EcoGreen Solutions will assign to Customer any Manufacturer Warranties in effect upon installation. EcoGreen Solutions will also provide Customer reasonable assistance in contacting manufacturers. If manufacturer files for bankruptcy or goes out of business, EcoGreen Solutions is not liable or responsible for continued warranty support.

b. LIMITED WARRANTY. EcoGreen Solutions provides a limited warranty of one (1) year (the "Limited Warranty Period"), after the date of invoice. For the avoidance of doubt, this Limited Warranty does not cover parts already covered by the Manufacturer Warranties set forth in above. During the Limited Warranty Period, EcoGreen Solutions will at its expense repair or replace any parts or labor covered by the Limited Warranty.

c. OBTAIN WARRANTY SERVICE. To obtain warranty service, you must notify EcoGreen Solutions in writing or via email at repairs@ecogreen-solutions.net of any defect. Provided that the Warranty has not expired, has otherwise voided, or is subject to an exclusion, EcoGreen Solutions will repair or replace the defect within a reasonable time after you notify EcoGreen Solutions.

If a fixture fails, please take a photo and send it to repairs@ecogreen-solutions.net, and include location information in your email. The photo should be close up so we can properly match the product with the replacement. We will order replacement products and schedule the installation. If a product is in stock, EcoGreen Solutions will ship the replacement immediately. If the product is not in stock EcoGreen Solutions will order the replacement parts from the factory. Please be aware that some of our suppliers require 6-8 weeks lead time. EcoGreen Solutions does not cover shipping and handling for fixtures.

If a fixture has failed and is past our 12 months parts and labor period, EcoGreen Solutions will work with the factory to get the replacement material for you. We do not cover the cost of shipping and handling from the factory to our warehouse or to your location. If you do not have a qualified electrician to install the replacement product, please contact us at the email address above. A quote for the labor to install the product will be provided in 1-2 business days.

If a lamp fails, please follow the same procedure as for fixtures. EcoGreen Solutions will send Customer the replacement lamp. Labor is not covered for lamps. Shipping and handling also is not covered on warranty claims for lamps.

Warranty claims will not apply for:

- Product that has been modified by the customer.
- Product that was subject to misuse, vandalism or negligence.

IMPORTANT EcoGreen Solutions must receive the fixture/lamp/driver back once your product has been replaced. We can receive credit for the replacement product only if the factory receives the failed unit back. Failure to return the failed product to EcoGreen Solutions within 30 days will result in an invoice for the full retail price of the product.

If the failed product has been discontinued by the manufacturer and is no longer supported by a factory, EcoGreen Solutions will suggest a similar replacement LED fixture or lamp. EcoGreen Solutions cannot be held responsible for product lines that have been discontinued; however, we will make every effort to find a similarly performing product.

7. MAINTENANCE AND REPAIR: If the products require maintenance or repair that is not covered by the warranties set forth above, EcoGreen Solutions will not perform this work unless you enter into a separate agreement to perform these services at your expense.

Subject: Approval to Shred Documents

Page 1 of 1

ACTION ITEM: APPROVAL TO SHRED DOCUMENTS**LEAD STAFF: KIRK NOFFSINGER
CHIEF****DISCUSSION:**

LFPD staff has identified documents that have been retained; however, are older than the required retention period of seven years for financial documents.

ACTION:

Staff requests that the Board approve staff to shred the documents as listed below:

Box No. 18-003 FY 2011-FY 2012

Certificates of Deposit
F&M Bank Transfers
F&M Bank Statements –Monthly
SJCO Reports
Linden County Water District Fuel Log

Box No. 18-004 FY 2012-FY 2013

Certificates of Deposit
F&M Bank Transfers
F&M Bank Statements –Monthly
SJCO Reports
Monthly Bills
Linden County Water District Fuel Log

Box No. 18-005 FY 2013-FY 2014

Certificates of Deposit
F&M Bank Transfers
F&M Bank Statements –Monthly
SJCO Reports
Monthly Bills
Linden County Water District Fuel Log

Subject: Approval to Hire Tim Mulbeier Painting

Page 1 of 1

ACTION ITEM: **APPROVAL TO HIRE TIM MULBEIER PAINTING**

LEAD STAFF: **TYLER WATSON
FIREFIGHTER/ENGINEER**

BUDGET: **\$11,350.00**

DISCUSSION:

In June 2020, staff presented to the Board a quote of \$7,650.00 for painting the main fire station and maintenance building this did not include the connex boxes and classroom. At that time, there was some discussion of painting the building as a part of a station addition project for a new bathroom and workout area. Now, that the addition of a new bathroom and workout area is not an option, staff recommends that the painting project move forward.

In addition to painting the main fire station and maintenance building, staff requests that the connex boxes and classroom also be painted for a total amount not to exceed \$11,350.00

The main building of the firehouse has not been painted since approximately 1990. The maintenance building and the roll-up doors have not been painted since 2009.

ACTION:

Staff recommends Board approval to hire Tim Muhlbeier Painting to paint the main building, maintenance building exteriors, classroom, and connex boxes in an amount not to exceed \$11,350.00.



Estimate

Date	Estimate #
4/23/2020	1292

Name / Address
Linden Fire Department Mike Verdon 17725 East Hwy 26 Linden, CA 95236 (707) 293-7729

Project

Description	Qty	Rate	Total
Pressure Wash complete exterior of Fire house and out buildings. Prepare and paint complete exterior of main firehouse building, including all body, trim, bay doors, man doors, and porch overhang. Prepare and paint secondary North West Building including body, trim, bay doors and man doors. Prepare and paint exterior of generator room. Prepare and paint complete exterior of modular building behind main fire house, including body, all trim and door. Prepare and paint exterior of two connex boxes. Using Sherwin Williams or Kelly Moore Paint. Labor & Material-		11,350.00	11,350.00

We look forward to working with you!	Total	\$11,350.00
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