



Parking Committee Meeting  
**August 12, 2025 @ 6:00 PM**  
*This meeting is recorded for public record.*

**Committee Members:**

Sheila Vaccaro, Chair  
Lisa Dorsey  
Bernie Flynn

**Director of Parking Services:** Ramsey Reiner

**Borough Manager:** Sean Metrick

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**Parking Committee Meeting:**

I. Call to Order

II. Announcements

III. Comments

Comments, suggestions, petitions by residents in attendance regarding items that are not on the agenda. Please be advised that all public comment has a 5-minute time limit.

IV. Reports

A. Garage Management Report (attachment)

B. Director's report (attachment)

V. Old Business

A. Motion to approve July 2025 Parking Committee meeting minutes (attachment)

B. Discuss special event fees (attachment)

*Issue: Discuss special event park fees in garages and surface lots*

VI. New Business

A. Motion to approve Johnson Controls Service Contract (attachment)

*Issue: Add Bicentennial Garage to current Johnson Controls Service Contract for fire safety systems.*

B. Motion to approve sale of excess meters on Municibid

*Issue: Post excess meters and accessories that have been removed from town for sale on Municibid.*

VII. Other Business

VIII. Adjournment

Visit [www.west-chester.com](http://www.west-chester.com) for access to all attachments.

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# West Chester Borough Combined Parking Garage Performance Report

## Executive Summary

Month: Jul-25



	Current Month				Year-To-Date		
	Jul-25	Jul-25	Jun-25	Jul-24	Jul-25	Jul-25	Jul-24
	Actual	Budget	Actual	Actual	Actual	Budget	Actual
	Current Month		Prior Month	Prior Year	Current Month		Prior Year
Total Revenue	229,567	208,334	250,208	204,360	1,551,411	1,427,672	1,482,820
Operating Expenses	50,849	48,475	51,014	75,240	346,672	337,750	596,326
Net Operating Income	178,718	159,859	199,194	129,121	1,204,739	1,089,922	886,495

	Jul-25	Jun-25	Jul-24
	Actual	Actual	Actual
	Current Month	Prior Month	Prior Year
# of Contract Parkers billed			
Bicentennial Garage	296	285	364
Chestnut St Garage	637	638	800
Combined WC Garages	933	923	1,164
Average Transient Revenue/Day			
Bicentennial Garage	1,755	2,267	1,517
Chestnut St Garage	1,979	1,963	1,496
Combined WC Garages	3,734	4,230	3,012
Average Tickets/Day			
Bicentennial Garage	466	512	419
Chestnut St Garage	545	601	374
Combined WC Garages	1,011	1,113	794



# WEST CHESTER BOROUGH COUNCIL: PARKING COMMITTEE

## July 2025 Director's Report

- Sheila Vaccaro, Chair
- Lisa Dorsey
- Bernie Flynn
  
- Ramsey Reiner, Director of Parking Services
- Monica Campbell, Assistant to Director



# Director's Report



- Meters have been removed in the majority of areas in town. Public Works will remove housings and poles as available. We will continue to request additional signage as needed.
- We will provide a request for additional kiosks in town in September.
- Parking survey will be announced before Restaurant Festival.
- New handhelds have arrived.
- Chapter 104 update will be on September agenda.
- Scheduling with contractor for Bicentennial sealing project.



	<u>Jan 2025</u>	<u>Feb 2025</u>	<u>Mar 2025</u>	<u>Apr 2025</u>	<u>May 2025</u>	<u>Jun 2025</u>	<u>July 2025</u>	<u>YTD Revenue</u>	<u>2025 Budget</u>
Ticket Revenue	\$ 94,480.00	\$ 99,135.00	\$ 119,560.00	\$ 115,655.00	\$ 113,170.00	\$ 81,035.00	\$ 80,420.00	\$ 703,455.00	\$ 1,161,456.00
Posting Revenue	\$ 7,775.05	\$ 7,617.00	\$ 14,349.50	\$ 7,824.00	\$ 4,410.00	\$ 4,913.50	\$ 10,711.00	\$ 57,600.05	
Meter Revenue	\$ 137,379.25	\$ 144,856.10	\$ 190,940.60	\$ 198,441.15	\$ 174,199.55	\$ 156,016.80	\$ 141,153.95	\$ 1,142,987.40	\$ 1,950,000.00
Permit Revenue	\$ 3,116.00	\$ 2,738.00	\$ 2,270.00	\$ 1,440.00	\$ 1,994.00	\$ 3,227.00	\$ 10,034.00	\$ 24,819.00	\$ 145,000.00
Total Revenue	\$ 242,750.30	\$ 254,346.10	\$ 327,120.10	\$ 323,360.15	\$ 293,773.55	\$ 245,192.30	\$ 242,318.95	\$ 1,928,861.45	\$ 2,095,000.00

# AGENDA

## Parking Committee of Borough Council

**Date:** Tuesday, July 8th, 2025 @ 6:00 PM

**Committee Members:** Sheila Vaccaro, Chair  
Lisa Dorsey  
Bernie Flynn

**Staff:** Ramsey Reiner, Director of Parking Services  
Sean Metrick, Borough Manager

**I. Call to order by Sheila Vaccaro at 6:35 PM**

**II. Announcements None**

**III. Comments, suggestions, petitions by residents in attendance regarding items not on the agenda. (Please be advised that all public comments have a 5-minute time limit.)**

**IV. Reports**

**A. Garage Management Report** (Norman Ortiz with Colonial Parking) Both garages did well for the month of June. Reported staffing issues over the weekends. Currently fixing and one new hir coming on Board in July. We are over in transient parkers for the month of May compared to last year. Month may we began the restrictions with night parkers. Month of July daytime parkers will begin restrictions. June 18<sup>th</sup>, 2025, notification was sent to daytime parkers. Out of the daytime parkers 30 transferred over to 24-7 parking. Bernie Flynn asked if the daytime and nighttime parkers found better value in the 24-7 parking. Sheila Vaccaro questioned if it was easy for businesses to switch from day/nighttime to 24-7 parking. Norman Ortiz stated you can call to adjust or go into your account.

**B. Director's report** (Ramsey Renier, Director of Parking Services) New Parking Officer Ahmir Lawrence began July 7<sup>th</sup>, 2025. We now have three daytime officers and almost back to normal. Our new mid shift officer has been working nights to cover the officer out on vacation. Monica and Public Works are working on removing meters int town. Also working on signage. Nicks intern Mickey has been helping with the parking survey. Will be released in August so we can have a table at the Restaurant Festival. New handhelds have been ordered. We have been working with Building and Housing on permits and ensuring rental licenses are valid. On the purchase agenda there is a charge for power washing. Colonial did all the proposal work. Bernie Flynn asked if we have a buyer for the old meters. Ramsey said once all meters are pulled, and when the inventory is done, we will list them.

**V. Old Business**

**A. Motion to approve June 2025 Parking Committee meeting minutes (attachment) Approved 3-0**

**B. Discuss special event fees**

*Issue: Discuss special event park fees in garages and surface lots*

Sheila Vaccaro questions the time, the locations and amount for Special Event Parking. Start time will be 8am. All lots and garage are \$20.00 for the full day. Keith Kurowski question fees for the vendors. Per Council they can park in surface lots at no cost. Council and Ramsey discuss what defines a Special Event.

**VI. New Business None**

**VII. Other business**

Sheila Vaccaro discussed retailers/employees parking in garages. Christopher Curtain, owner of Eclat Chocolate, spoke about working on parking for his employees.

**VIII. Adjournment** by Sheila Vaccaro at 7:13 pm

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## **BOROUGH OF WEST CHESTER COUNCIL POLICY: SPECIAL EVENT PARKING POLICY**

July 9<sup>th</sup>, 2025, Reiner

### **1. PURPOSE**

To provide consistent standards and methods, as determined by Council, for “Special Event” parking in the Town Center District.

### **2. POLICY**

**SPECIAL EVENT:** A parade, assembly, athletic event, street fair, art and craft show, carnival, soap box derby, rally, or other special event or activity that occurs in a public place or on a Borough street, sidewalk, alley or other street right-of-way and that obstructs, delays or interferes with the normal flow of pedestrian or vehicular traffic or does not comply with traffic laws and controls, but excluding a block party. The term "special event" shall also include indoor or outdoor concerts, displays, fairs and athletic events occurring on private property and designed to attract large crowds such that the event will interfere with normal traffic flow.

All Special Events that take place within the Town Center District, that require use of the main thoroughfare, will engage a \$20 fee per car at all Borough owned garages and surface lots. The fee will begin at 8am the day of the event and will end at the time the event ends. This does not include the Open-Air Market, which is not considered a standard Special Event, and is exempt from this requirement.

Vendors that participate in the Special Event will be given one parking pass per vendor for free parking in either the garage or the lots.

Monthly account holders at all garages will be permitted to park during their regular hours with no additional fee but will be required to pay the event fee if they park outside of their allotted garage hours. Garages will be posted with notice at least one month prior to the event.

Revenue from all Special Event parking will not be shared and will be retained wholly to the Borough of West Chester Parking Services Department.

Events that take place on Sundays will allow for church parking in neighboring lots with use of a Borough-generated parking pass until a specified time. All vehicles utilizing the lot after the specified time will be required to pay the event fee. Lots will be posted with signage designating the times. Churches will be notified by the Parking Services Department at least one month prior to the event.

### **3. PROCEDURE**

All Special Events within the Town Center will be required to submit a Special Event Application with the Parks and Recreation Department and follow all procedures dictated by that process.

The Director of Parking Services, or designee thereof, shall notify the garage management company of any Special Events that have been approved by Council at least one month before the event takes place. All kiosks

and software related to Special Event parking will be updated by the Director or designee at least one month before the event takes place. Signage will be posted in all lots at least 48 hours prior to the event.

#### 4. DOCUMENT CONTROL INFORMATION

<b>Document Name</b>	2025 Council Policy: Special Event Parking Policy
<b>Owner</b>	Ramsey Reiner, Director of Parking Services
<b>Version Number</b>	Version 1
<b>Proposal Date to Council</b>	July 15 <sup>th</sup> & 16 <sup>th</sup> , 2025
<b>Approval Date</b>	
<b>Approved By</b>	
<b>Date of Commencement</b>	
<b>Date of Last Review</b>	
<b>Date for Next Review</b>	
For Office Use – Keywords for search function	Policy, special event, garage, parking, church

# Chestnut St & Bicentennial Garages Fire, Sprinkler & Extinguisher Inspections

## Planned Service Agreement



**Johnson Controls Fire Protection LP**  
18 Boulden Cir  
New Castle DE19720-3494  
USA

**Proposal Presented On:**  
07-21-2025



# SERVICE SOLUTION

**Customer #:** 60632  
**Borough of West Chester**  
**Date:** 21-Jul-25  
**Proposal #:** CPQ-982996  
**Term:** 1-Aug-25 to 31-Jul-30

**Billing Customer:**  
 Borough of West Chester  
 401 E Gay St  
 Attn Municipal Bldg  
 WEST CHESTER, PA 19380-2729

**Service Location:**  
 Chestnut Street Garage  
 14 E Chestnut St,  
 West Chester, PA 19380-2662

**Johnson Controls Fire Protection LP**  
**Sales Representative:**  
 Chuck Shearer  
 18 Boulden Cir  
 New Castle DE 19720-3494  
 chuck.shearer@jci.com

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## INVESTMENT SUMMARY

*(Service Solution Valid for 30 Days)*

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SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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	<b>Chestnut Street Garage</b>	<b>\$2,176.45</b>
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### SYSTEM-FA-SIEMENS PROG

#### SIEMENS PROGRAMMABLE FIRE ALARM SYS

Main Fire Alarm Panel	1	Annual	
Smoke Sensor Addressable	3	Annual	
Heat Detector Restorable	16	Annual	
Pull Station	17	Annual	

#### FIRE ALARM ESSENTIAL SERVICE OFFER

### SYSTEM-SP-STANDPIPE

#### STANDPIPE SYSTEM

Standpipe Test & Inspect	1	Annual	
Fire Department Connection	27	Annual	

#### SPRINKLER ESSENTIAL SERVICE OFFER

### SYSTEM-EX-EXTINGUISHERS

#### EXTINGUISHERS/PORTABLES SYSTEM

Dry chem - cartridge - refillable (ABC)	16	Annual	
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# SERVICE SOLUTION

EXTINGUISHER ESSENTIAL SERVICE



# SERVICE SOLUTION

**Customer #:** 60632  
**Borough of West Chester**  
**Date:** 21-Jul-25  
**Proposal #:** CPQ-982996  
**Term:** 1-Aug-25 to 31-Jul-30

**Billing Customer:**  
 Borough of West Chester  
 401 E Gay St  
 Attn Municipal Bldg  
 WEST CHESTER, PA 19380-2729

**Service Location:**  
 Bicentennial Parking Garage  
 20 South High St,  
 WEST CHESTER, PA 19382

**Johnson Controls Fire Protection LP**  
**Sales Representative:**  
 Chuck Shearer  
 18 Boulden Cir  
 New Castle DE 19720-3494  
 chuck.shearer@jci.com

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## INVESTMENT SUMMARY

*(Service Solution Valid for 30 Days)*

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SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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	<b>Bicentennial Parking Garage</b>	<b>\$1,387.25</b>
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### SYSTEM-FA-EDWARDS PROG

#### EDWARDS PROGRAMMABLE FIRE ALARM SYS

Main Fire Alarm Panel	1	Annual
Smoke Sensor Addressable	11	Annual
Pull Station	12	Annual

#### FIRE ALARM ESSENTIAL SERVICE OFFER

### SYSTEM-SP-STANDPIPE

#### STANDPIPE SYSTEM

Standpipe Test & Inspect	1	Annual
Fire Department Connection	13	Annual

#### SPRINKLER ESSENTIAL SERVICE OFFER

### SYSTEM-EX-EXTINGUISHERS

#### EXTINGUISHERS/PORTABLES SYSTEM



## SERVICE SOLUTION

Dry chem - stored pressure- refillable 10  
(ABC)

Annual

### EXTINGUISHER ESSENTIAL SERVICE

**Subtotal Contract Value (less tax): \$17,818.52**

**Total Estimated Tax: \$0.00**

**Total Contract Value with Estimated Tax : \$17,818.52**

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.



# SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Borough of West Chester** and is effective **1-Aug-25** (the "Effective Date") to **31-Jul-30** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date. Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

**RENEWAL DETAILS:** This contract will require action in order to renew it. In this case, this contract will require a new service agreement to renew.

**PAYMENT FREQUENCY:** Annual In Advance

<b>Signature :</b> _____
<b>Date :</b> _____

**PAYMENT TERMS:** Net 30

*For applicable taxes, please see Section 3 of the Terms & Conditions*

**PAYMENT AMOUNT: \$3,563.70 - Proposal #: CPQ-982996**

**PAYMENT SUMMARY:**

Year	Term	PSA Charges
1	08/01/2025 - 07/31/2026	\$3,563.70
2	08/01/2026 - 07/31/2027	\$3,563.70
3	08/01/2027 - 07/31/2028	\$3,563.70
4	08/01/2028 - 07/31/2029	\$3,563.70
5	08/01/2029 - 07/31/2030	\$3,563.70

**CUSTOMER ACCEPTANCE:** In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

**ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**



# SERVICE SOLUTION

## Multi Year Contract Rider AGREEMENT

Acknowledgement of Multi-Year Term. Customer agrees that issuance of a Purchase Order does not amend any provision of the service agreement, including without limitation the duration/term of the service agreement. Customer agrees to issue Purchase Orders sufficient to satisfy its obligations under the multi-year service agreement. Should Customer fail to issue additional Purchase Orders, Company will still be permitted to invoice Customer for services performed, and Customer shall not dispute the validity of such invoices.

**Customer Initials:**

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via Email ( ), payment is Net 30, and invoices are to be paid via Electronic Funds Transfer. Johnson Controls Electronic Funds Transfer transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

**PO is required to facilitate billing:**  NO: This signed contract satisfies requirement  
 YES: Please reference this PO Number: \_\_\_\_\_

<b>Borough of West Chester</b>	<b>Johnson Controls Fire Protection LP</b>
Signature: _____	Authorized Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Phone #: _____	Phone #: _____
Fax #: _____	Fax #: _____
Email: _____	License #: _____ (if applicable)
Date: _____	Date: _____

## SERVICE SOLUTION

### Terms

These terms cover the services and equipment provided by Johnson Controls. This Agreement includes the proposal, these terms and any referenced links. Conflicts are resolved in that order.

### Scope of Work

We will provide the services or equipment described in the proposal. If the services include planned maintenance of equipment, only the equipment set forth in our proposal is covered by our services (“**Covered Equipment**”). Unless otherwise agreed in the proposal, services are performed during our normal working hours, excluding holidays. We reserve the right to modify or substitute materials.

### Payment Terms

Services fees are paid annually in advance due 30 days from the invoice date via EFT/ACH, unless stated otherwise. Payment is required before services are performed or equipment is ordered or installed. Failure to pay on time is a breach that permits us to suspend or delay services until full payment is received, without liability, or to terminate this Agreement. Interest may also be charged on unpaid amounts at the lesser of 1.5% per month (19.56% annually) or the highest rate permitted by law. If you require a purchase order to process payments, you must send it to us at least 30 days before the end of a term but you must pay invoices even without a purchase order. No purchase order is required for any emergency services you request.

### Prices

Prices do not cover taxes, fees, duties, tariffs, permits and levies or other charges imposed and/or enacted by a government. You are responsible for these items unless you provide an acceptable exemption certificate. If we need to pay any of these items or the exemption certificate is invalid or only covers some of these items, you must reimburse us on demand for the amounts owing. Prices may be adjusted at any time to reflect changes in costs, labor or market conditions. We will try to notify you of any changes in pricing in advance. Additional charges will be required for: (i) changes to these services or the Covered Equipment; (ii) additional services or equipment; (iii) unexpected site conditions or issues with the Covered Equipment; (iv) appointments that are cancelled less than 24 hours beforehand or for service, warranty or alarm calls caused by your error; (v) changes required to comply with laws, codes and regulations (“Laws”), including prevailing wage laws; and (vi) costs to notify and dispatch emergency personnel. We may change prices on equipment or parts prior to shipment or installation to reflect increases in costs from raw materials, third party products, any new or additional tariffs, duties, quotas, taxes, the withdrawal of trade agreement concessions or any unforeseen or other extra cost elements.

### Limited Warranty

We warrant that services will be performed in a good and workmanlike manner for 90 days from the date of performance. Equipment we provide is also warranted to be free from defect in materials and workmanship for 90 days from installation. No warranty is provided for third-party equipment we install or furnish. Third-party HVAC and controls equipment is provided with the third-party manufacturer’s warranty to the extent available. This limited warranty does not cover failures, defects, or damages caused in whole or in part by: (i) misuse, neglect, accident, Force Majeure, changes to your premises, or installation, maintenance or repairs not performed by us; (ii) environmental, electrical or other causes beyond our control; (iii) normal wear and tear or corrosion; (iv) use of unauthorized replacement parts or products or using the equipment for purposes not intended by the manufacturer;

## SERVICE SOLUTION

or (vi) issues arising from your failure to comply with this Agreement or your obligations. To qualify for warranty consideration, you must notify us in writing of your warranty claim prior to the end of the warranty period, complete all instructions on warranty procedures and provide us with reasonable site access to inspect the equipment and/or perform any necessary warranty work. Your sole remedy is to have defective services re-performed or equipment repaired or replaced at our election. **THESE WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** You need to determine if our equipment are suitable for your use. You assume all risk and liability from their application and your use.

Warranty service does not cover: (i) system upgrades and replacing obsolete systems, equipment, or consumable parts and components ; (ii) reloading, updating, or maintaining software; (iii) additional costs for access, deinstallation, re-installation and transportation; and (iv) the exclusions set out in the Supplemental Terms. If you call us for warranty service and the problem is due to any of these reasons, we may charge you for the service call even if we do not work on the equipment. We may offer these services at an extra cost.

### Customer Obligations

You must provide all relevant information about the equipment and premises, follow all applicable Laws and ensure us safe access. You must operate, test, maintain, and repair the equipment according to manufacturer and our recommendations and notify us immediately of any issues.

In addition, you agree to, (i) obtain necessary licenses and permits and pay related fees and taxes; (ii) provide a suitable environment for the equipment as recommended by us or the manufacturer including heat to avoid freezing; (iii) supply the necessary electrical service, power, heat, heat tracing, water and schematics ; (iv) provide proper water treatment for condensers, cooling towers, and boilers, and protect against environmental issues; (v) set and test alarm systems as recommended by us or the manufacturer; (vi) avoid causing false alarms and reimburse us for any fines or fees; (vii) notify all necessary parties, such as local authorities and monitoring providers, about system testing or repairs; (viii) keep accurate and up-to-date work logs for the equipment; and (ix) take precautions for Covered Equipment failure to prevent injury or property damage. If you do not meet any of these obligations, we are not responsible for equipment breakdowns, repairs, or replacements. We can suspend services until these issues are fixed and charge for any corrective work needed.

For equipment connected to your computer network, we provide and install the software to run the equipment and connect to it based on the network settings you provide. You must provide us with secure access to your computer network as required in our specifications. If we cannot connect to the network or need extra equipment for connectivity, additional charges may apply. Our services do not include changes to the network, security, or firewall settings. You are solely responsible to protect your data, computer network, and products networked or connected to the Internet; and we are not responsible for any loss or damage, as allowed by Law. You should back up data and software before services are performed. You must promptly remove any devices that interfere with the operation of the Covered Equipment.

## SERVICE SOLUTION

### Insurance

We do not guarantee that services or equipment will prevent risk of loss at your premises or detect all events. You are responsible for any losses and need to rely on your own insurance. You release and waive for yourself and your insurer all subrogation and other rights to recover from us.

### Limitations on Liability

**Neither we or our suppliers or vendors (“JCI Parties”) are liable for special, incidental, consequential, punitive or indirect damages, or for lost profits, revenue, data or business interruption. The total liability of the JCI Parties is limited to \$250,000 or 12 months of fees paid to Johnson Controls under this Agreement, whichever is less.**

### Claims Limitation; Forum; Choice of Law

Disputes may be resolved in court or through arbitration, as determined exclusively by us. Delaware law governs any agreement performed in the U.S., with disputes resolved in Milwaukee, Wisconsin. Ontario law governs any agreement performed in Canada, with disputes resolved in Ontario. Any claims by you must be brought within one year. The parties waive their right to a jury trial.

### Term and Termination

The term of this Agreement is set out in the proposal and renews automatically for successive terms equal to the length of the original term unless either party gives 60 days' prior written notice of termination to the other party before the end of a term or the parties agree in writing on a different length of renewal term. Either party can terminate for cause with 10 days' notice, but only after written notice the defaulting party has 30 days to cure any alleged default. We can terminate immediately if we can no longer service the Covered Equipment for whatever reason including if we stop selling the Covered Equipment, providing the services or if we cannot obtain equipment, parts or support the technologies. We can terminate this Agreement without cause with 60 days' written notice. Upon termination, you must pay all amounts owed and provide access for us to remove any of our property at your premises and reprogram systems. You are responsible for our costs to enforce this. If you end this Agreement early for any reason, you must also pay us 50% of the service charges for the remaining term of this Agreement. You are responsible for our costs to enforce this.

### Access and Hazardous Materials

You must provide us with reasonable and safe access to the Covered Equipment. We will follow our health and safety policies and applicable Laws. You must inform us of any hazardous conditions or materials (e.g., mold, asbestos containing materials, biohazards) and you are responsible for resolving, removing and disposal. If we encounter hazardous conditions or materials, we may stop work without liability and you are required to provide us reasonable evidence of abatement before we will restart work. Additional charges will apply if access to a confined space is required.

## SERVICE SOLUTION

### Force Majeure

We are not in breach or liable for any delays or failures caused, in whole or in part, by any events beyond our control, such as natural disasters, severe weather, public health risks, government actions, cyberattacks, civil disturbances, labor disputes, strikes or shortages of parts or materials (“**Force Majeure**”). You must allow us additional time to perform the services and reimburse us for increased costs due to such events.

### Data and Intellectual Property; Digitally Enabled Services

You own your data, but we may use it to perform services and you grant us a perpetual, worldwide, irrevocable, royalty free license to use your building data on a de-identified basis. We retain rights to any intellectual property created. Digital enabled services mean services provided under this Agreement that employ our software and cloud-hosted software offerings and tools. They may include, but are not limited to, (i) remote inspection, (ii) advanced equipment fault detection and diagnostics, and (iii) data dashboarding and health reporting. Digital enabled services may require data collection, and you consent to this.

### Software-Digital Solutions

Use of our software, including software to provide digital enabled services and solutions, is governed by our standard terms at <https://www.johnsoncontrols.com/techterms>. These terms apply to the software you are allowed to use, but we retain ownership and rights to the software, including improvements. If provided as part of our services, third-party software is subject to its own terms.

### Privacy

If provided to us, we will process personal data according to our Data Processing Agreement at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) and adhere to our privacy notice at <https://www.johnsoncontrols.com/privacy>. You consent to this processing and will ensure all necessary consents are obtained.

### Miscellaneous

Notices must be in writing. This Agreement cannot be assigned without our consent; any assignment without our consent is void. We can assign this Agreement, in whole or in part, or subcontract the work, without notice. Invalid, illegal or unenforceable provisions do not affect the rest of this Agreement. This Agreement is subject to specific supplemental terms located at [www.johnsoncontrols.com/legal/one-psa-supplemental-terms](http://www.johnsoncontrols.com/legal/one-psa-supplemental-terms). In addition, if you request us to perform any work outside the scope of this Agreement, you consent to it being performed subject to our standard customer terms then in effect at [www.johnsoncontrols.com/customerterms](http://www.johnsoncontrols.com/customerterms). This Agreement is the entire contract and supersedes prior written or oral communications and documents, and terms in any purchase order or other documents you later provide are rejected. We may convert this Agreement to an electronic format.