



COUNCIL AGENDA

Monday, April 7, 2025
4:00 PM

	Pages
1. CALL TO ORDER	
2. DISCLOSURE OF PECUNIARY INTEREST	
3. CONFIRMATION OF THE AGENDA AND ADOPTION OF MINUTES	
3.1 Approval of Agenda Moved by: _____ Seconded by: _____ That Goderich Town Council hereby accepts the April 7, 2025, regular Council Agenda, as presented.	
3.2 Adoption of Minutes Moved by: _____ Seconded by: _____ That Goderich Town Council hereby adopts the March 17, 2025, regular Council Minutes and the March 24, 2025, Budget Minutes, as printed.	7
4. PUBLIC MEETING(S)	
5. DELEGATIONS AND PRESENTATIONS	
5.1 Mayor's Remarks	
5.2 Councillors' Remarks	
6. STAFF REPORTS Moved by: _____ Seconded by: _____ That the Staff Reports be received for information and the noted action be approved.	
6.1 Deanna Hastie, Director of Corporate Services/Treasurer re: Council and Staff Expenses - December 2024 Staff Recommendation: Receive for information	18
6.2 Deanna Hastie, Director of Corporate Services/Treasurer re 2024 Statement of Remuneration and Expenses Staff Recommendation: Receive for information	27

6.3	Jason Dykstra, Building Services Manager/Chief Building Official re: Heritage Permit Application No. 2025-006 - 38 West Street - Fascia Sign Staff Recommendation: Approve without conditions	32
6.4	Jason Dykstra, Building Services Manager/Chief Building Official re: Heritage Permit Application No. 2025-005 - 76 Courthouse Square - Signage Staff Recommendation: Approve without conditions	41
6.5	John Dobie, Facilities Services Manager re: Fire Alarm Report Staff Recommendation: Concur	50
6.6	John Dobie, Facilities Services Manager re: Maitland Recreation Centre Front Door Staff Recommendation: Concur	107
6.7	Jessica Clapp, Asset Management and Environmental Services Manager re: Municipal Energy Conservation Strategy - Programmable Thermostats Staff Recommendation: Concur	111
6.8	Jessica Clapp, Asset Management and Environmental Services Manager re: Lake Huron Forever Pledge Staff Recommendation: Concur	114
6.9	Michaela Johnston, CEMC re Emergency Management re: Town Hall and Public Education Staff Recommendation: Receive for information	122
6.10	Michaela Johnston, CEMC, Accessibility and Health and Safety Manager re: Domestic and Family Violence Campaign Staff Recommendation: Receive for information	125
6.11	Dave Duncan, Municipal Law Enforcement Manager re: North Harbour Road By-Law Staff Recommendation: Concur	128
6.12	Dave Duncan, Municipal Law Enforcement Manager re: First Quarter Update Staff Recommendation: Receive for information	130
6.13	Dave Duncan, Municipal Law Enforcement Manager re: Open Burn By-Law Staff Recommendation: Concur	133
6.14	Dave Duncan, Municipal Law Enforcement Manager re: Boat Launch By-Law Staff Recommendation: Concur	136
6.15	Jenna Ujiye, Tourism and Community Development Manager re: 2025 SLED Grant Staff Recommendation: Concur	137
6.16	Jenna Ujiye, Tourism and Community Development Manager re: Winterfest After Event Report Staff Recommendation: Receive for information	140
6.17	Emma MacNeil, Tourism Events and Marketing Coordinator re: April Events Staff Recommendation: Concur and refer to By-Law 45 of 2025	143

7. CORRESPONDENCE RECEIVED AND COPIED FOR WHICH THE DIRECTION OF COUNCIL IS REQUIRED

8. CORRESPONDENCE RECEIVED FOR INFORMATION

Moved by: _____

Seconded by: _____

That the correspondence be received for information.

8.1	Huron OPP Detachment Board Minutes - January 27, 2025	153
8.2	Mid-Huron Landfill Site Board Minutes - February 11, 2025	160
8.3	Mid-Huron Recycling Centre Board Minutes - February 11, 2025	163
8.4	Community Safety and Well-Being for Huron Oversight Committee Minutes - March 19, 2025	167
8.5	Huron County Draft Official Plan Amendment No. 6 Provincial Planning Statement (PPS) Conformity	172
8.6	Community Safety and Well-Being Update	208
8.7	Huron OPP Detachment Board re: 2024 Annual Report	231
8.8	Amy Martin, Western Ontario Wardens' Caucus re: Letter to Prime Minister Carney and Premier Ford - Tariffs	274
8.9	Susan Chan, John Hindmarsh Environmental Trust Fund re: Spring Hike, Plant and Compost Sale	276
8.10	Cindy Fisher and Con Melady re: Recognition of Corporate Supporters of the Maitland Trail Association 2025 Candlelight Walk	278
8.11	Concerned Citizens Letter re: Potential Conflict of Interest - Memorial Arena	284
8.12	Municipality of St. Charles re: Resolution Request - Child Welfare Funding	292
8.13	Municipality of Durham re: Resolution Amendment - Banning the Nazi Swastika in Canada	297
8.14	Town of Bradford West Gwillimbury re: Resolution Request - Landlord Tenant Reforms	299
8.15	Township of Whitewater Region re: Resolution Request - Ontario Deposit Return Program	301

9. CORRESPONDENCE RECEIVED AND RECOMMENDED ACTION NOTED

Moved by: _____

Seconded by: _____

That the correspondence items be received for information and the noted action be approved.

9.1	Swet Gandhi re: Request to use Goderich Fire Department Logo in Mural Art Staff Recommendation: Concur	305
9.2	Paul McInnis, Jokey North America Inc. re: Tariffs Staff Recommendation: Concur	306

9.3	Stephen Tamming re: Maitland Valley Medical Centre Parking Staff Recommendation: Refer to staff	308
9.4	Marie Greer-King re: Maitland Valley Medical Centre Parking Staff Recommendation: Refer to staff	310
10.	UNFINISHED BUSINESS	
10.1	Deanna Hastie, Director of Corporate Services/Treasurer re: Council and Staff Expenses - December 2024 - Refer to Item 6.1	
10.2	Emma MacNeil, Tourism Events and Marketing Coordinator re: March Monthly Report - Refer to Item 6.17	
10.3	Rebuilding Downtown Infrastructure Project Communications Liaison - Pending	
11.	BY-LAWS	
	Moved by: _____	
	Seconded by: _____	
	That By-Laws 41, 42, 43, 44, 45, 46, 47, 48, 49 and 50 of 2025, be read a first, second, and third time, collectively.	
11.1	By-Law 41 of 2025 Being a By-Law to authorize an Agreement for the Operation of a Community Recycling Centre and to repeal By-Law 55 of 2018	312
11.2	By-Law 42 of 2025 Being a By-Law to Regulate and Promote the Responsible Enjoyment and Use of Municipal Parks and Facilities in the Town of Goderich and to Amend By-Law 98 of 2020	318
11.3	By-Law 43 of 2025 Being a By-Law to Regulate Traffic in the Town of Goderich and to Control and Regulate the Use of Streets and Boulevards in said Town and to Repeal By-Law 34 of 2025	319
11.4	By-Law 44 of 2025 Being a By-Law to authorize the Mayor and Clerk to affix the Corporate Seal to a Disposal of Surplus Assets Policy for the Corporation of the Town of Goderich	350
11.5	By-Law 45 of 2025 Being a By-Law to temporarily stop up traffic on Saturday, May 3, 2025, on Harbour Street from West Street to the Rotary Beach Hut for the purpose of the Battle of the Atlantic Ceremony	358
11.6	By-Law 46 of 2025 Being a By-Law to set various fees for the Corporation of the Town of Goderich	360
11.7	By-Law 47 of 2025 Being a By-Law to authorize the Mayor and Clerk to execute and affix the Corporate Seal to a Project Authorization Form between GSP Group and the Corporation of the Town of Goderich to undertake professional services regarding the Goderich Memorial Arena - Comprehensive Plan	387

11.8	By-Law 48 of 2025 Being a By-Law to authorize the Mayor and Clerk to execute and affix the Corporate Seal to a Commercial Sales Agreement between Johnson Controls and the Corporation of the Town of Goderich for the purpose of fire alarm panel upgrades and annual monitoring at the Town Hall, Maitland Recreation Centre, Library, and the Maitland Valley Medical Centre	482
11.9	By-Law 49 of 2025 Being a By-Law to authorize the Mayor and Clerk to execute and affix the Corporate Seal to a Contract for Services between Cranla Warren and the Corporation of the Town of Goderich for the purpose of facilitating an interactive workshop as part of the Huron County Thrive Summit	538
11.10	By-Law 50 of 2025 Being a By-Law to authorize the Mayor and Clerk to execute and affix the Corporate Seal to an Agreement regarding the Provisions of Library Facilities and Services between the Huron County Library Board and the Corporation of the Town of Goderich and to repeal By-Law 52 of 2001	542

12. MOTIONS AND NOTICE OF MOTIONS

13. NEW BUSINESS

Upcoming Meetings:

- Tuesday, April 8, 2025, at 11:00 AM, BIA Advertising and Events Committee
- Thursday, April 10, 2025, at 5:30 PM, BIA Board of Management
- Friday, April 11, 2025, at 9:00 AM, Special Council Meeting
- Tuesday, April 22, 2025, at 10:00 AM, Memorial Arena Task Force
- Monday, April 28, 2025, at 10:00 AM, Environment Committee
- Monday, April 28, 2025, at 4:00 PM, Council Meeting

14. CLOSED SESSION

In the event that Council enters into a possible Closed Session pursuant to Section 239 (2) of the Municipal Act, Council will reconvene following the Closed Session at which time the public and press may be present.

Moved by: _____

Seconded by: _____

That Council rise at ____ PM and go into Closed Session pursuant to Section 239(2) (c);

And Further That Chief Administrative Officer, Janice Hallahan, Director of Legislative Services/Clerk, Andrea Fisher, Director of Corporate Services/Treasurer, Deanna Hastie, Director of Community Services, Infrastructure, and Operations, Sean Thomas, and Deputy Clerk (Records Management Clerk), Amanda Banting, remain in attendance.

- 14.1 Proposed Land Transaction
(c) proposed or pending acquisition or disposition of land by the municipality or local board
- 14.2 Minutes of the Previous Closed Session
 - March 17, 2025, Closed Council Minutes

15. REPORTING OUT OF CLOSED SESSION

16. PUBLIC FORUM

17. CONFIRMING BY-LAW

Moved by: _____

Seconded by: _____

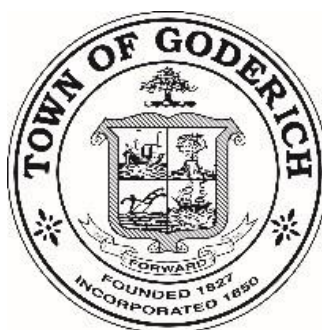
That leave be given to introduce By-Law 51 of 2025 being a By-Law to confirm the proceedings of the Goderich Town Council meeting held on April 7, 2025, and that it now be read a first, second, and third time, and finally passed this April 7, 2025.

18. ADJOURNMENT

Moved by: _____

Seconded by: _____

That Goderich Town Council does now adjourn at ____ PM to meet again at the Special meeting of Council scheduled for Friday, April 11, 2025, at 9 AM.



Council Minutes

Monday, March 17, 2025

4:00 PM

Present	Trevor Bazinet, Mayor Leah Noel, Deputy Mayor Allison Segeren, Councillor John Thompson, Councillor Randy Carroll, Councillor Liz Petrie, Councillor Vanessa Kelly, Councillor
Staff Present	Janice Hallahan, Chief Administrative Officer Andrea Fisher, Director of Legislative Services/Clerk Deanna Hastie, Director of Corporate Services/Treasurer Sean Thomas, Director of Community Services, Infrastructure and Operations Amanda Piskorski, Deputy Clerk (Records Management Clerk)

1. CALL TO ORDER

Goderich Town Council meets in regular session on March 17, 2025.

2. DISCLOSURE OF PECUNIARY INTEREST

2.1 Councillor Petrie

Councillor Petrie declares a pecuniary interest on agenda item 6.22 and 11.6 regarding the Battle of the Atlantic Ceremony as she is a member on the Ladies Auxiliary.

2.2 Councillor Carroll

Councillor Carroll declares a pecuniary interest on agenda item 6.17 Legion Cafe Wake-Up Wednesdays Environmental Speaker Series, and item 6.22, and item 11.6 regarding the Battle of the Atlantic Ceremony as he is the President of the Goderich Legion Branch 109.

3. CONFIRMATION OF THE AGENDA AND ADOPTION OF MINUTES

3.1 Approval of Agenda

Clerk Andrea Fisher comments that agenda item 6.3 Council and Staff Expenses - December 2024 has been deferred to next meeting due to amendments required to the document.

Moved By: Councillor Carroll

Seconded By: Councillor Kelly

That Goderich Town Council hereby accepts the March 17, 2025, regular Council Agenda, as amended.

CARRIED

3.2 Adoption of Minutes

Moved By: Councillor Petrie

Seconded By: Councillor Thompson

That Goderich Town Council hereby adopts the February 24, 2025, Regular Council Minutes and the March 3, 2025, Special Council Minutes, as presented.

CARRIED

4. PUBLIC MEETING(S)

5. DELEGATIONS AND PRESENTATIONS

5.1 King Charles III Coronation Medal Presentation to Sandra Lee

5.2 Mark Rushton re: Paid Parking at Maitland Valley Medical Centre

5.3 Mayor's Remarks

5.4 Councillors Remarks

6. STAFF REPORTS

Moved By: Councillor Carroll

Seconded By: Councillor Segeren

That the Staff Reports be received for information and the noted action be approved.

CARRIED

6.1 Deanna Hastie, Director of Corporate Services/Treasurer re: Cash in Lieu of Parkland

Staff Recommendation: Receive for information

6.2 Deanna Hastie, Director of Corporate Services/Treasurer re: Ontario Regulation 284 09 for 2025 - Annual Financial Statements

Staff Recommendation: Concur

6.3 Deanna Hastie, Director of Corporate Services/Treasurer re: Council and Staff Expenses - December 2024

Staff Recommendation: Receive for information

6.4 Deanna Hastie, Director of Corporate Services/Treasurer re: Budget Process

Staff Recommendation: Concur

6.5 Deanna Hastie, Director of Corporate Services/Treasurer re: 2024 Development Charges Reserve Fund

Staff Recommendation: Receive for information

6.6 Deanna Hastie, Director of Corporate Services/Treasurer re: Town Hall HVAC Unit Replacement

Staff Recommendation: Concur

- 6.7 Deanna Hastie, Director of Corporate Services/Treasurer re: 2024 Year End Adjustments
Staff Recommendation: Concur
- 6.8 Andrea Fisher, Director of Legislative Service/Clerk re: Library Facilities Agreement
Staff Recommendation: Concur
- 6.9 Andrea Fisher, Director of Legislative Service/Clerk re: Waterfront Mobile Canteen Operation
Staff Recommendation: Concur and refer to By-Law 38 of 2025
- 6.10 Andrea Fisher, Director of Legislative Service/Clerk re: 2025 Town Hall Meetings
Staff Recommendation: Concur
- 6.11 Jason Dykstra, Building Services Manager/Chief Building Official re: Heritage Permit Application No. 2025-001 - 72-76 Hamilton Street - Alterations to Building
Staff Recommendation: Concur without conditions
- 6.12 Jason Dykstra, Building Services Manager/Chief Building Official re: Heritage Permit Application No. 2025-004 - 59 Kingston Street - Signage
Staff Recommendation: Concur without conditions
- 6.13 Jason Dykstra, Building Services Manager/Chief Building Official re: March Monthly Report
Staff Recommendation: Receive for information
- 6.14 Kyle Williams, Community Services and Operations Manager re: Bannister Park Advertising Initiative
Staff Recommendation: Concur
- 6.15 Michaela Johnston, CEMC, Accessibility and Health and Safety Manager re: AED Registration
Staff Recommendation: Receive for information
- 6.16 Michaela Johnston, CEMC, Accessibility and Health and Safety Manager re: THRIVE Summit 2025
Staff Recommendation: Receive for information
- 6.17 Jessica Clapp, Asset Management and Environmental Services Manager re: Legion Cafe Wake-Up Wednesdays Environmental Speaker Series
Staff Recommendation: Receive for information
Moved By: Councillor Segeren
Seconded By: Councillor Kelly
That Goderich Town Council receive the report for information.
- CARRIED**
- 6.18 Dave Duncan, Municipal Law Enforcement Manager re: Amendments to the Parking and Traffic By-Law
Staff Recommendation: Concur and refer to By-Law 34 of 2025

- 6.19 Dave Duncan, Municipal Law Enforcement Manager re: Amendments to the Parks and Facilities By-Law

Staff Recommendation: Concur and refer to By-Law 35 of 2025

- 6.20 Dave Duncan, Municipal Law Enforcement Manager re: Additional Seasonal Parking Enforcement Officer

Staff Recommendation: Concur

- 6.21 Jenna Ujiye, Tourism and Community Development Officer re: 2025 Event Assistant Proposal

Staff Recommendation: Concur

- 6.22 Emma MacNeil, Tourism Events and Marketing Coordinator re: March Monthly Report

Staff Recommendation: Concur and refer to By-Law 33 of 2025

Councillor Petrie declared a conflict on this item. (Councillor Petrie declares a pecuniary interest on agenda item 6.22 and 11.6 regarding the Battle of the Atlantic Ceremony as she is a member on the Ladies Auxiliary.)

Councillor Carroll declared a conflict on this item. (Councillor Carroll declares a pecuniary interest on agenda item 6.17 Legion Cafe Wake-Up Wednesdays Environmental Speaker Series, and item 6.22, and item 11.6 regarding the Battle of the Atlantic Ceremony as he is the President of the Goderich Legion Branch 109.)

Moved By: Deputy Mayor Noel

Seconded By: Councillor Kelly

That Goderich Town Council defer the report from Emma MacNeil, Tourism Events, and Marketing Coordinator re: March Monthly Report.

CARRIED

- 6.23 Sarah Louise McGregor, Municipal Executive Coordinator re: 2025 Job Fair

Staff Recommendation: Receive for information

7. CORRESPONDENCE RECEIVED AND COPIED FOR WHICH THE DIRECTION OF COUNCIL IS REQUIRED

8. CORRESPONDENCE RECEIVED FOR INFORMATION

Moved By: Councillor Petrie

Seconded By: Deputy Mayor Noel

That the correspondence be received for information.

CARRIED

- 8.1 Marian Lane, Menesetung Bridge Association re: Thank You Letter

- 8.2 Menesetung Bridge Association re: Menesetung Bridge Repairs Notice

- 8.3 Township of Ashfield-Colborne-Wawanosh re: Front Line Pumper

- 8.4 Laurie Moore re: Public Forum

- 8.5 Dennis and Brenda Miskie re: House Tax Rate Increases
- 8.6 James McCartney re: Paid Parking Initiative at the Maitland Valley Medical Centre
- 8.7 Eleanor Roswalka re: Paid Parking Initiative at the Maitland Valley Medical Centre
- 8.8 Greg Jones re: Paid Parking Initiative at the Maitland Valley Medical Centre
- 8.9 Susan Laforme re: February 24, 2025, Council Meeting Comments
- 8.10 Town of LaSalle re: Resolution Request - U.S Tariffs on Canadian Goods
- 8.11 Municipality of West Perth re: Resolution of Support - Ontario-Wide Licensing Framework for Rideshare Companies
- 8.12 Municipality of Durham re: Resolution Request - Protecting Canadian Values: Ban the Nazi Swastika in Canada
- 8.13 Town of Uxbridge re: Resolution Request - Implementation of 'Buy Canadian' Policy
- 8.14 City of Sarnia re: Resolution Request - Carbon Tax
- 8.15 Municipality of Northern Bruce Peninsula re: Resolution Request - Proposed Mandate that all New Cars and Trucks Sold in Canada be Equipped with a Tow Hook
- 8.16 Municipality of Northern Bruce Peninsula re: Resolution Request - Cell Towers and their Associated Maintenance

9. CORRESPONDENCE RECEIVED AND RECOMMENDED ACTION NOTED

Moved By: Councillor Segeren

Seconded By: Councillor Kelly

That the correspondence items be received for information and the noted action be approved.

CARRIED

- 9.1 Ron Naidoo, Walk for Values re: Proclamation Request - Human Values Day
Staff Recommendation: Concur
- 9.2 Stephanie Hartwick, MacKay Centre for Seniors re: Senior of the Year
Staff Recommendation: Concur
- 9.3 John Maaskant, Goderich Lions Club re: The Future of the Goderich Memorial Arena
Staff Recommendation: Refer to Memorial Arena Task Force

10. UNFINISHED BUSINESS

- 10.1 Town Hall Information Sessions - Refer to Agenda Item 6.10 - remove
- 10.2 Rebuilding Downtown Infrastructure Project Communications Liaison - pending

11. BY-LAWS

It is noted that By-Law 33 of 2025 was deferred as per item 6.22.

Moved By: Deputy Mayor Noel
Seconded By: Councillor Kelly

That By-Laws 28, 29, 30, 31, 32, 34, 35, 36, 37, and 38 of 2025, be read a first, second, and third time, collectively.

CARRIED

11.1 By-Law 28 of 2025

Being a By-Law to authorize the Mayor and Clerk to execute and affix the Corporate Seal to a Quotation between ChargePoint Inc. and the Corporation of the Town of Goderich for the purpose of ChargePoint Cloud Plans for the Electric Vehicle Chargers

11.2 By-Law 29 of 2025

Being a By-Law to authorize the execution of an Agreement of Purchase and Sale between the Corporation of the Town of Goderich (purchaser) and 199 Anglesea Properties Ltd. (vendor) for the purpose of purchasing land legally described as Part of Park Lot 4, Registered Plan No. 468 and Part of Maitland Road Registered Plan No. 457, Town of Goderich, County of Huron Being Part 1 PL 22R-7330 and Part 5 PL 22R-5619

11.3 By-Law 30-2025

Being a By-Law to authorize the execution of an Agreement of Purchase and Sale between the Corporation of the Town of Goderich (vendor) and 199 Anglesea Properties Ltd. (purchaser) for the purpose of selling town-owned lands legally described as Part of Park Lot 5, Registered Plan No. 468 and Part of Maitland Road Registered Plan No. 457, Town of Goderich, County of Huron Being Part 2 PL 22R-7330

11.4 By-Law 31-2025

Being a By-Law to authorize the Mayor and Clerk to execute and affix the Corporate Seal to an Amendment to the Voter List Management Services Agreement between Comprint Systems Incorporated (Datafix) and the Corporation of the Town of Goderich to support the 2026 Municipal Election via an electronic management platform and to Amend By-Law 89 of 2023

11.5 By-Law 32-2025

Being a By-Law to authorize the Mayor and Clerk to affix the Corporate Seal to a Municipal Petition Policy for the Corporation of the Town of Goderich

11.6 By-Law 33-2025 - Refer to Agenda Item 6.21 - deferred

Being a By-Law to temporarily stop up traffic on Saturday, May 3, 2025, from 10:00 AM to 10:30 AM on Harbour Street from West Street to the Rotary Beach Hut for the Purpose of the Battle of the Atlantic Ceremony

11.7 By-Law 34 of 2025 - Refer to Agenda Item 6.18

Being a By-Law to regulate traffic in the Town of Goderich and to control and regulate the use of streets and boulevards in said Town and to repeal related By-Laws

11.8 By-Law 35 of 2025 - Refer to Agenda Item 6.19

Being a By-Law to regulate and to promote responsible enjoyment and use of municipal parks and facilities in the Town of Goderich and to amend By-Law 98 of 2020

11.9 By-Law 36 of 2025

Being a By-Law to adopt a Monitoring Compliance and Contraventions Policy for the Goderich Municipal Childcare Centre

11.10 By-Law 37 of 2025

Being a By-Law to authorize a Supplemental Phase 4 Subdivision Agreement between 1695538 Ontario Inc. and the Corporation of the Town of Goderich

11.11 By-Law 38 of 2025 - Refer to Agenda Item 6.9

Being a By-Law to authorize the Mayor and Clerk to affix the Corporate Seal to a Lease Agreement between the Corporation of the Town of Goderich and Local Rolla for the purpose of operating a mobile canteen operation at the waterfront for a three-year term

12. MOTIONS AND NOTICE OF MOTIONS

12.1 Notice of Motion: Deputy Mayor Noel - Rejection of President Trump's Rhetoric Regarding the Annexation of Canada and Trade Tariffs

Moved By: Councillor Petrie

Seconded By: Councillor Kelly

WHEREAS President Trump's rhetoric about the annexation of Canada is both offensive and unacceptable, undermining Canada's sovereignty and the respectful relationship between our two nations;

WHEREAS the Government of the United States, under President Trump, intends to impose unjustified trade tariffs on Canada that will cause harm to both nations' economies, local businesses, and workers;

WHEREAS the above noted actions contradict the principles of diplomatic dialogue and fair trade that Canada has long championed in our international relations;

AND WHEREAS the Town of Goderich has a responsibility to defend the values of peace, cooperation, and mutual respect, and safeguard the interests of our community;

NOW THEREFORE BE IT RESOLVED that the Town of Goderich condemns divisive and harmful rhetoric regarding the potential annexation of Canada, and categorically rejects trade tariffs imposed by President Trump;

BE IT FURTHER RESOLVED that the Town of Goderich send the attached letter to American municipal and business leaders that the town has had longstanding friendly relationships with expressing our concerns and advocating for the return of a constructive and positive relationship between our countries:

AND BE IT FURTHER RESOLVED that the Town of Goderich encourages other Ontario municipalities to adopt similar resolutions, advocate to their municipal and business partners in the United States and join us in a collective voice to preserve the dignity and sovereignty of our nation.

CARRIED

12.2 Town of Goderich 2027 Bicentennial Committee Council Appointment

Moved By: Councillor Carroll

Seconded By: Councillor Segeren

That Councillor Petrie be appointed to the Town of Goderich 2027 Bicentennial Committee.

CARRIED

13. NEW BUSINESS

Upcoming Meetings:

- Tuesday, March 18, 2025, at 8:30 AM, BIA Beautification Committee
- Tuesday, March 18, 2025, at 10:00 AM, Memorial Arena Task Force
- Monday, March 24, 2025, at 4:00 PM, Budget Meeting
- Monday, April 7, 2025, at 4:00 PM, Council Meeting

14. CLOSED SESSION

In the event that Council enters into a possible Closed Session pursuant to Section 239 (2) of the Municipal Act, Council will reconvene following the Closed Session at which time the public and press may be present.

Moved By: Councillor Thompson

Seconded By: Councillor Kelly

That Council rise at 5:06 PM and go into Closed Session pursuant to Section 239(2) (c);

And Further That Chief Administrative Officer, Janice Hallahan, Director of Legislative Services/Clerk, Andrea Fisher, Director of Corporate Services/Treasurer, Deanna Hastie, Director of Community Services, Infrastructure, and Operations, Sean Thomas, and Deputy Clerk (Records Management Clerk), Amanda Banting, remain in attendance.

CARRIED

14.1 Proposed Land Transaction

(c) proposed or pending acquisition or disposition of land by the municipality or local board

14.2 Minutes of the Previous Closed Session

- January 13, 2025, Closed Council Minutes

15. REPORTING OUT OF CLOSED SESSION

Chief Administrative Officer Janice Hallahan reports out of closed session regarding items 14.1 and 14.2. Council adopted a motion to approve the minutes of the previous closed session held on January 13, 2025. CAO Hallahan advises there is nothing further to report regarding item 14.1.

16. PUBLIC FORUM

Laurie Moore comments on the process and concerns of the public forum section on the Council Agenda.

Don Edwards, Goderich Lions Club, comments on the letter that they had submitted regarding Memorial Arena to Council for consideration.

Stephen Tamming comments on concerns regarding the paid parking initiative at the Maitland Valley Medical Centre.

Erin Donald comments on concerns regarding the paid parking initiative at the Maitland Valley Medical Centre.

Susan Laforme comments on her letter that was submitted to Council for information.

Chapin Koresec comments on Measles Awareness.

17. CONFIRMING BY-LAW

Moved By: Deputy Mayor Noel

Seconded By: Councillor Segeren

That leave be given to introduce By-Law 39 of 2025 being a By-Law to confirm the proceedings of the Goderich Town Council meeting held on March 17, 2025, and that it now be read a first, second, and third time, and finally passed this March 17, 2025.

CARRIED

18. ADJOURNMENT

Moved By: Councillor Kelly

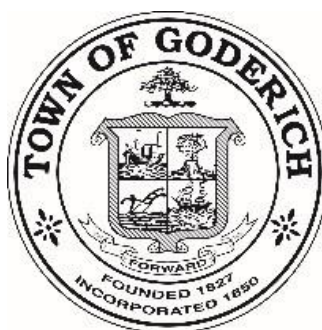
Seconded By: Councillor Petrie

That Goderich Town Council does now adjourn at 5:28 PM to meet again at the Budget Meeting of Council scheduled for March 24, 2025, at 4 PM.

CARRIED

MAYOR, Trevor Bazinet

CLERK, Andrea Fisher



Budget Meeting Minutes

Monday, March 24, 2025

4:00 PM

Present Trevor Bazinet, Mayor
Leah Noel, Deputy Mayor
Allison Segeren, Councillor
John Thompson, Councillor
Randy Carroll, Councillor
Liz Petrie, Councillor
Vanessa Kelly, Councillor

Staff Present Janice Hallahan, Chief Administrative Officer
Andrea Fisher, Director of Legislative Services/Clerk
Deanna Hastie, Director of Corporate Services/Treasurer
Sean Thomas, Director of Community Services, Infrastructure
and Operations
Amanda Piskorski, Deputy Clerk (Records Management Clerk)

1. CALL TO ORDER

2. DISCLOSURE OF PECUNIARY INTEREST

3. CONFIRMATION OF THE AGENDA AND ADOPTION OF MINUTES

3.1 Approval of Agenda

Moved By: Deputy Mayor Noel

Seconded By: Councillor Segeren

That Goderich Town Council hereby accepts the March 24, 2025, Budget Agenda, as presented.

CARRIED

4. PUBLIC MEETING(S)

5. DELEGATIONS AND PRESENTATIONS

5.1 Deanna Hastie, Director of Corporate Services/Treasurer re: 2025 March Draft Budget

Moved By: Councillor Carroll

Seconded By: Councillor Segeren

That Goderich Town Council approve the budget changes as presented.

CARRIED

6. STAFF REPORTS

Moved By: Deputy Mayor Noel
Seconded By: Councillor Carroll

That the Staff Reports be received for information and the noted action be approved.

CARRIED

6.1 Sean Thomas, Director of Community Services, Infrastructure, and Operations re: Fleet Vehicle Needs Assessment

Staff Recommendation: Receive for information

7. **CORRESPONDENCE RECEIVED AND COPIED FOR WHICH THE DIRECTION OF COUNCIL IS REQUIRED**
8. **CORRESPONDENCE RECEIVED FOR INFORMATION**
9. **CORRESPONDENCE RECEIVED AND RECOMMENDED ACTION NOTED**
10. **UNFINISHED BUSINESS**
11. **BY-LAWS**
12. **MOTIONS AND NOTICE OF MOTIONS**
13. **NEW BUSINESS**
14. **CLOSED SESSION**
15. **REPORTING OUT OF CLOSED SESSION**
16. **PUBLIC FORUM**
17. **CONFIRMING BY-LAW**

Moved By: Councillor Kelly
Seconded By: Councillor Petrie

That leave be given to introduce By-Law 40 of 2025 being a By-Law to confirm the proceedings of the Goderich Town Council Budget meeting held on March 24, 2025, and that it now be read a first, second, and third time, and finally passed this March 24, 2025.

CARRIED

18. ADJOURNMENT

Moved By: Deputy Mayor Noel
Seconded By: Councillor Carroll

That Goderich Town Council does now adjourn at 4:55 PM to meet again at the next Regular meeting scheduled for April 7, 2025, at 4 PM.

CARRIED

MAYOR, Trevor Bazinet

CLERK, Andrea Fisher

Staff Report

To: Mayor Bazinet and Members of Council
Report From: Deanna Hastie, Director of Corporate Services/Treasurer
Meeting Date: March 17, 2025
Subject: Council and Staff Expenses Report to December 2024
Attachment(s): 1) Council and Staff Expenses Report to December 2024

Recommendation:

That Goderich Town Council receive this report for information.

Report Summary:

Information regarding Council and staff expenses is provided to Council on a quarterly basis.

Background and Analysis:

Quarterly reports are provided to Council reflecting costs incurred for meetings, conferences and other training attended by staff and Council throughout the period. These reports are posted on the Town's website.

Linkage:

No direct link to the Corporate Strategic Plan.

Financial Impacts and/or Source of Funding:

The expenditures incurred represent the financial impact to the Corporation.

Consulted With:

None

Approved By:

Janice Hallahan, Chief Administrative Officer
Andrea Fisher, Director of Legislative Services/Clerk

				Travel (mileage/parking/tr ain/plane/taxi)	Expense Allowance - Meals, Misc. etc.	Per Diem	Expenses to Date for 2024
Council:							
Mayor Trevor Bazinet							
Huron OPP Detachment Cheq Presentation				\$ 27.74			\$ 27.74
Atkins Realis Engagement				\$ 111.58		\$ 129.00	\$ 240.58
Bruce Power Leadership Forum				\$ 91.40		\$ 198.00	\$ 289.40
FEO Awards		\$ 262.42		\$ 392.32	\$ 264.02	\$ 258.00	\$ 1,176.76
OGRA Conference		\$ 454.19					\$ 454.19
PORT Conference		\$ 228.46		\$ 290.70	\$ 55.59	\$ 129.00	\$ 703.75
Great Lakes Initiative	\$ 880.12	\$ 1,737.17		\$ 923.00	\$ 299.99	\$ 921.00	\$ 4,761.28
AMO Conference	\$ 870.05	\$ 1,022.54		\$ 843.39	\$ 247.21	\$ 699.00	\$ 3,682.19
Corporate Economic Development - Akromold						\$ 72.00	\$ 72.00
Clean Energy Frontier Summit	\$ 150.00	\$ 631.27		\$ 152.55		\$ 525.00	\$ 1,458.82
Economic Development - Compass Minerals Tour						\$ 129.00	\$ 129.00
Economic Development - Evaporator Plant Tour						\$ 72.00	\$ 72.00
FCM	\$ 1,360.00	\$ 3,538.85		\$ 1,932.45	\$ 130.08	\$ 792.00	\$ 7,753.38
Dr Recruitment				\$ 18.91	\$ 633.69		\$ 652.60
Emergency Exercise				\$ 25.22			\$ 25.22
SOIC Campus-Tiverton Q2 Meeting				\$ 89.51		\$ 105.00	\$ 194.51
Atkins Realis Nuclear Event				\$ 89.51		\$ 105.00	\$ 194.51
M Renchek Retirement				\$ 95.82	\$ 200.00		\$ 295.82
GPMC President/CEO Retirement Luncheon					\$ 281.73		\$ 281.73
Agricultural Local/Politicians Forum						\$ 198.00	\$ 198.00
Cyber Security Online Training						\$ 105.00	\$ 105.00
Tour Jockey Ec Dev						\$ 105.00	\$ 105.00
ERTH AGM Meeting						\$ 198.00	\$ 198.00
Post OMA Delegation Meeting					\$ 46.30		\$ 46.30
Bruce Power Meet & Greet				\$ 88.25			\$ 88.25
Port of Hamilton Tour				\$ 25.22		\$ 198.00	\$ 223.22
Georgian College Marine Tour				\$ 181.55		\$ 198.00	\$ 379.55
Memorial Arena Task Force Tour				\$ 99.60			\$ 99.60
Meeting with Warden					\$ 68.03		\$ 68.03
Indigenous Workshop						\$ 105.00	\$ 105.00
BIA Summit					\$ 20.35		\$ 20.35
WOWC	\$ 200.00						\$ 200.00
Rural Talks to Rural	\$ 400.00						\$ 400.00
Clean Energy & Medical Isotope Event		\$ 537.03		\$ 278.41	\$ 53.21	\$ 198.00	\$ 1,066.65
Ontario Marine Conference		\$ 1,084.92		\$ 288.41	\$ 137.87	\$ 198.00	\$ 1,709.20
GPMC/ERTH Meeting					\$ 63.11		\$ 63.11
Meeting With OMA						\$ 198.00	\$ 198.00
Integrity Commissioner						\$ 105.00	\$ 105.00
							\$ -
Total	\$ 3,860.17	\$ 9,496.85	\$ 6,045.54	\$ 2,501.18	\$ 5,940.00	\$ 27,843.74	

EXPENSES 2024

	Registration Fee	Accommodations	Travel (mileage/parking/tr ain/plane/taxi)	Expense Allowance - Meals, Misc. etc.	Per Diem	Expenses to Date for 2024
Deputy Mayor Leah Noel						
Clean Energy Summit			\$ 190.37		\$ 129.00	\$ 319.37
OGRA Conference		\$ 1,096.98	\$ 416.62		\$ 594.00	\$ 2,107.60
Economic Development - Compass Minerals Tour					\$ 129.00	\$ 129.00
EDI Workshop - Zoom (County)					\$ 72.00	\$ 72.00
Economic Development - Evaporator Plant Tour					\$ 72.00	\$ 72.00
Mayors Luncheon				\$ 40.00		\$ 40.00
Cyber Security Online Training					\$ 105.00	\$ 105.00
Agricultural Local/Politicians Forum					\$ 198.00	\$ 198.00
Tour Jockey Ec Dev					\$ 105.00	\$ 105.00
AMO		\$ 1,407.18	\$ 646.18	\$ 127.98	\$ 606.00	\$ 2,787.34
Post OMA Delegation Meeting				\$ 46.30		\$ 46.30
Nuclear Innovation Institute			\$ 115.99			\$ 115.99
Rural Talks to Rural			\$ 114.22		\$ 594.00	\$ 708.22
Meeting With OMA					\$ 198.00	\$ 198.00
Integrity Commissioner					\$ 105.00	\$ 105.00
						\$ -
Total	\$ -	\$ 2,504.16	\$ 1,483.38	\$ 214.28	\$ 2,907.00	\$ 7,108.82
Councillor Liz Petrie						
OGRA Conference	\$ 880.22	\$ 1,096.98	\$ 402.36	\$ 60.16	\$ 594.00	\$ 3,033.72
AMO	\$ 808.99	\$ 862.27	\$ 646.18	\$ 65.94		\$ 2,383.38
Economic Development - Compass Minerals Tour					\$ 129.00	\$ 129.00
Economic Development - Evaporator Plant Tour					\$ 72.00	\$ 72.00
Mayors Luncheon				\$ 40.00		\$ 40.00
Equality Diversity Inclusion - Webinar					\$ 72.00	\$ 72.00
Cyber Security - Cty Training					\$ 105.00	\$ 105.00
Play Ticket				\$ 40.00		\$ 40.00
Integrity Commissioner					\$ 105.00	\$ 105.00
						\$ -
Total	\$ 1,689.21	\$ 1,959.25	\$ 1,048.54	\$ 206.10	\$ 1,077.00	\$ 5,980.10
Councillor Allison Segeren						
OGRA Conference	\$ 880.22	\$ 1,096.98		\$ 126.58	\$ 594.00	\$ 2,697.78
AMO	\$ 808.99		\$ 911.97	\$ 174.78	\$ 606.00	\$ 2,501.74
EDI Workshop - Zoom (County)					\$ 72.00	\$ 72.00
Economic Development - Compass Minerals Tour					\$ 129.00	\$ 129.00
Economic Development - Evaporator Plant Tour					\$ 72.00	\$ 72.00
Mayors Luncheon				\$ 40.00		\$ 40.00
Cyber Security Online Training					\$ 105.00	\$ 105.00
Tour Jockey Ec Dev					\$ 105.00	\$ 105.00
						\$ -
Total	\$ 1,689.21	\$ 1,096.98	\$ 911.97	\$ 341.36	\$ 1,683.00	\$ 5,722.52

EXPENSES 2024

	Registration Fee	Accommodations	Travel (mileage/parking/tr ain/plane/taxi)	Expense Allowance - Meals, Misc. etc.	Per Diem	Expenses to Date for 2024
Councillor John Thompson						
ROMA Conference	\$ 742.85	\$ 954.61	\$ 53.17	\$ 2.99	\$ 387.00	\$ 2,140.62
OGRA Conference	\$ 880.22	\$ 1,096.98		\$ 116.25	\$ 594.00	\$ 2,687.45
Economic Development - Compass Minerals Tour					\$ 129.00	\$ 129.00
Economic Development - Evaporator Plant Tour					\$ 72.00	\$ 72.00
Webinar on Equity Diversity Inclusion					\$ 72.00	\$ 72.00
Webinar on Accessibility					\$ 72.00	\$ 72.00
OSUM Conference	\$ 678.00	\$ 259.14	\$ 287.70	\$ 60.74	\$ 396.00	\$ 1,681.58
Mayors Luncheon				\$ 40.00		\$ 40.00
Cyber Security Online Training					\$ 105.00	\$ 105.00
Tour Jockey Ec Dev					\$ 105.00	\$ 105.00
Equality Diversity Inclusion - Webinar					\$ 105.00	\$ 105.00
BIA Summit	\$ 20.35		\$ 27.74		\$ 105.00	\$ 153.09
Integrity Commissioner					\$ 105.00	\$ 105.00
						\$ -
Total	\$ 2,321.42	\$ 2,310.73	\$ 368.61	\$ 219.98	\$ 2,247.00	\$ 7,467.74
Councillor Randy Carroll						
OGRA Conference	\$ 880.22	\$ 1,096.98	\$ 189.11	\$ 177.66	\$ 594.00	\$ 2,937.97
AMO	\$ 870.05	\$ 862.27	\$ 620.35	\$ 206.61	\$ 606.00	\$ 3,165.28
Economic Development - Compass Minerals Tour					\$ 129.00	\$ 129.00
Economic Development - Evaporator Plant Tour					\$ 72.00	\$ 72.00
Tour Jockey Ec Dev					\$ 105.00	\$ 105.00
Downtown Revitalization - Preliminary Design					\$ 198.00	\$ 198.00
Integrity Commissioner					\$ 105.00	\$ 105.00
						\$ -
Total	\$ 1,750.27	\$ 1,959.25	\$ 809.46	\$ 384.27	\$ 1,809.00	\$ 6,712.25
Councillor Vanessa Kelly						
ROMA Conference	\$ 742.85	\$ 947.06	\$ 342.41	\$ 35.56	\$ 387.00	\$ 2,454.88
Economic Development - Compass Minerals Tour					\$ 129.00	\$ 129.00
Economic Development - Evaporator Plant Tour					\$ 72.00	\$ 72.00
Mayors Luncheon				\$ 40.00		\$ 40.00
Thrive Summit Blyth - Networking/Learning					\$ 303.00	\$ 303.00
Tour Jockey Ec Dev					\$ 105.00	\$ 105.00
						\$ -
Total	\$ 742.85	\$ 947.06	\$ 342.41	\$ 75.56	\$ 996.00	\$ 3,103.88
Total Council Expenses From January 1 - December 31, 2024	\$ 12,053.13	\$ 20,274.28	\$ 11,009.91	\$ 3,942.73	\$ 16,659.00	\$ 63,939.05

	Registration Fee	Accommodations	Travel (mileage/parking/tr ain/plane/taxi)	Expense Allowance - Meals, Misc. etc.	Per Diem	Expenses to Date for 2024
Municipal Staff:						
CAO, J. Hallahan						
CAMA Conference	\$ 1,238.00	\$ 690.75	\$ 1,768.39	\$ 184.87		\$ 3,882.01
AMO Conference	\$ 808.99	\$ 1,149.69	\$ 923.76	\$ 589.21		\$ 3,471.65
CAO 2024 Forum	\$ 40.00		\$ 152.01			\$ 192.01
COH EC Dev				\$ 45.18		\$ 45.18
Mayors Luncheon				\$ 40.00		\$ 40.00
Incoming GPMC Meeting				\$ 68.04		\$ 68.04
AMGH President Meeting				\$ 79.98		\$ 79.98
BIA/CAO/Chamber Strategic Plan Meeting				\$ 99.52		\$ 99.52
Community Leaders Breakfast			\$ 98.34			\$ 98.34
Post OMA Delegation Meeting				\$ 46.30		\$ 46.30
Port of Hamilton Tour			\$ 246.47			\$ 246.47
Georgian College Marine Tour			\$ 153.18			\$ 153.18
Bruce Sector EMO Meeting			\$ 92.03			\$ 92.03
OMAA	\$ 801.87	\$ 490.08	\$ 420.46	\$ 148.00		\$ 1,860.41
AMO Prep Meeting				\$ 462.34		\$ 462.34
Influencer Interviews				\$ 70.78		\$ 70.78
GPMC/ERTH Meeting				\$ 63.12		\$ 63.12
						\$ -
Total	\$ 2,888.86	\$ 2,330.52	\$ 3,854.64	\$ 1,897.34	\$ -	\$ 10,971.36
Director of Corporate Services/Treasurer - D. Hastie						
Developing a Finance Strategy - Asset Management	\$ 350.05					\$ 350.05
Mayors Luncheon				\$ 40.00		\$ 40.00
MFOA Conference	\$ 985.02					\$ 985.02
						\$ -
Total	\$ 1,335.07	\$ -	\$ -	\$ 40.00	\$ -	\$ 1,375.07
Director of Community Services, Infrastructure & Operations -S. Thomas						
Masters Certificate in Municipal Leadership	\$ 10,023.36					\$ 10,023.36
HC Road Supervisor Assoc AGM 2024				\$ 30.00		\$ 30.00
Mayors Luncheon				\$ 40.00		\$ 40.00
UCC Meeting				\$ 34.00		\$ 34.00
						\$ -
Total	\$ 10,023.36	\$ -	\$ -	\$ 104.00	\$ -	\$ 10,127.36
Director of Legislative Services/Clerk - A Fisher						
AMCTO - Commissioner of Oath Workshop	\$ 365.32					\$ 365.32
By-Law Workshop	\$ 365.32					\$ 365.32
Mayors Luncheon				\$ 40.00		\$ 40.00
HC Clerks Meeting				\$ 32.34		\$ 32.34
						\$ -
Total	\$ 730.64	\$ -	\$ -	\$ 72.34	\$ -	\$ 802.98

	Registration Fee	Accommodations	Travel (mileage/parking/tr ain/plane/taxi)	Expense Allowance - Meals, Misc. etc.	Per Diem	Expenses to Date for 2024
Assistant to CAO and Clerk- A. Rowtree						
Mayors Luncheon				\$ 40.00		\$ 40.00
						\$ -
Total	\$ -	\$ -	\$ -	\$ 40.00	\$ -	\$ 40.00
CEMC, Accessibility and Health & Safety Manager - M. Johnston						
Military Exercise Meeting - Mileage			\$ 395.89			\$ 395.89
Mayors Luncheon				\$ 40.00		\$ 40.00
Emergency Management Training	\$ 300.19		\$ 26.48			\$ 326.67
CEMC			\$ 74.20			\$ 74.20
Pick Up Sharps Container			\$ 29.00			\$ 29.00
Working at Heights Training	\$ 134.04					\$ 134.04
Public Services Health & Safety	\$ 183.17					\$ 183.17
H&S Conference	\$ 304.26	\$ 189.44	\$ 157.59	\$ 39.65		\$ 690.94
Workers Heal WHMIS Training	\$ 10.18					\$ 10.18
The Fundamentals/Crisis & Trauma/Ladder Safety	\$ 74.27					\$ 74.27
Supervisor H&S Awareness/WSPS Dangerous Goods	\$ 357.66					\$ 357.66
Demcon 2024	\$ 788.64					\$ 788.64
Business Continuity Certificate	\$ 1,634.05					\$ 1,634.05
OAEM Membership	\$ 125.00					\$ 125.00
						\$ -
Total	\$ 3,911.46	\$ 189.44	\$ 683.16	\$ 79.65	\$ -	\$ 4,863.71
Finance and Human Resources Manager - T. Mero						
Mayors Luncheon				\$ 40.00		\$ 40.00
						\$ -
Total	\$ -	\$ -	\$ -	\$ 40.00	\$ -	\$ 40.00
Finance and Taxation Manager -T. Darnbrough						
						\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tourism & Community Development Manager - J. Ujiye						
FEO Conference	\$ 762.18	\$ 272.30	\$ 386.44	\$ 49.04		\$ 1,469.96
Mayors Luncheon				\$ 40.00		\$ 40.00
CPR Training	\$ 122.11					\$ 122.11
Salt Fest Lunch				\$ 83.81		\$ 83.81
						\$ -
Total	\$ 884.29	\$ 272.30	\$ 386.44	\$ 172.85	\$ -	\$ 1,715.88
Community Services and Operations Manager -K. Williams						
Public Works Leadership & Development	\$ 1,170.24	\$ 202.37		\$ 166.03		\$ 1,538.64
HC Road Supervisor Assoc AGM 2024				\$ 30.00		\$ 30.00
Huron County Road Joint Meeting	\$ 57.65			\$ 40.00		\$ 97.65
						\$ -
						\$ -
Total	\$ 1,227.89	\$ 202.37	\$ -	\$ 236.03	\$ -	\$ 1,666.29
Manager of Child Care Services - B. Hastings						
Safe Food Handling Course	\$ 90.00					\$ 90.00
Communication Strategies	\$ 763.00					\$ 763.00
Apr-Dec Mileage			\$ 205.50			\$ 205.50
						\$ -
Total	\$ 853.00	\$ -	\$ 205.50	\$ -	\$ -	\$ 1,058.50

	Registration Fee	Accommodations	Travel (mileage/parking/tr ain/plane/taxi)	Expense Allowance - Meals, Misc. etc.	Per Diem	Expenses to Date for 2024
Building Services Manager/CBO - J. Dykstra						
Building Code Training Deposit	\$ 269.66					\$ 269.66
OACA AGM	\$ 824.26					\$ 824.26
Mayors Luncheon				\$ 40.00		\$ 40.00
OBOA Leadership	\$ 1,242.02	\$ 802.01	\$ 28.58	\$ 138.83		\$ 2,211.44
First Aid Training	\$ 122.11					\$ 122.11
Working at Heights Training	\$ 161.00					\$ 161.00
OCOA Conference	\$ 523.87					\$ 523.87
						\$ -
Total	\$ 3,142.92	\$ 802.01	\$ 28.58	\$ 178.83	\$ -	\$ 4,152.34
Asset Management/Environmental Services Manager -J. Feere						
Asset Management Training	\$ 202.50					\$ 202.50
First Aid Training	\$ 122.11					\$ 122.11
Lake Huron Forever Session				\$ 60.00		\$ 60.00
						\$ -
Total	\$ 324.61	\$ -	\$ -	\$ 60.00	\$ -	\$ 384.61
Municipal Law Enforcement Manager - D Duncan						
Firearm Safety Course	\$ 202.62					\$ 202.62
IMS200 Course	\$ 193.34					\$ 193.34
CEMC		\$ 214.84	\$ 132.38	\$ 38.83		\$ 386.05
						\$ -
						\$ -
Total	\$ 395.96	\$ 214.84	\$ 132.38	\$ 38.83	\$ -	\$ 782.01
Facilities Services Manager - J. Dobie						
						\$ -
						\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fire Services Manager/Fire Chief - J. Wormington						
PAC2B Meeting				\$ 25.94		\$ 25.94
OFM Investigator Lunch				\$ 49.28		\$ 49.28
MTO Medical	\$ 169.50					\$ 169.50
Live Fire Training				\$ 101.09		\$ 101.09
DZ License	\$ 113.75					\$ 113.75
PAC Meeting			\$ 21.21	\$ 63.38		\$ 84.59
						\$ -
Total	\$ 283.25	\$ -	\$ 21.21	\$ 239.69	\$ -	\$ 544.15
Fire Staff						
Pick up Command Truck - M Warnholtz			\$ 246.47			\$ 246.47
DZ License - D Boyer	\$ 113.75					\$ 113.75
Designated Officer Program - C Crawford	\$ 183.17					\$ 183.17
DZ License/Medical - C Beattie	\$ 326.27					\$ 326.27
DZ License/Medical - C Smith	\$ 342.75					\$ 342.75
High Rise/Mid-Rise Fire Training	\$ 5,253.06					\$ 5,253.06
Ontario Fire College	\$ 195.00					\$ 195.00
PAC Meeting - M Warnholtz				\$ 63.38		\$ 63.38
						\$ -
Total	\$ 6,414.00	\$ -	\$ 246.47	\$ 63.38	\$ -	\$ 6,723.85

	Registration Fee	Accommodations	Travel (mileage/parking/tr ain/plane/taxi)	Expense Allowance - Meals, Misc. etc.	Per Diem	Expenses to Date for 2024
Works/Parks/Airport/Recreation Dept Staff						
Joint Health & Safety Training - Z Livingston	\$ 761.16					\$ 761.16
DZ License - J Vanbeets	\$ 113.75					\$ 113.75
Good Roads - C Crawford				\$ 152.78		\$ 152.78
First Aid Training x 23	\$ 2,808.57					\$ 2,808.57
Good RoadsCSA10- Municipal Surveying - I Donnelly	\$ 1,129.54	\$ 287.47		\$ 152.92		\$ 1,569.93
Good Roads - Mahony Construct Sect - C Crawford	\$ 1,129.54	\$ 287.47				\$ 1,417.01
Electrical Awareness	\$ 6,774.16			\$ 110.45		\$ 6,884.61
Ontario Parks Training - N Feagan	\$ 650.00					\$ 650.00
CPO Training - Z Livingston/A Prouse	\$ 900.00					\$ 900.00
DZ License - J Gill	\$ 102.43					\$ 102.43
CPR Training x 6	\$ 732.67					\$ 732.67
Trenching Safety Training x17	\$ 4,452.65			\$ 80.85		\$ 4,533.50
CIB Flower Trail - N Feagan				\$ 150.65		\$ 150.65
Huron County Road Joint Meeting - C Slotegraaf	\$ 57.64			\$ 40.00		\$ 97.64
VSC - C Shanahan				\$ 41.00		\$ 41.00
License Renewal - T Teed	\$ 113.75					\$ 113.75
Physical for DZ - B Haddock	\$ 353.69					\$ 353.69
Physical for DZ - C Crawford	\$ 150.00					\$ 150.00
DZ License - K Langille	\$ 113.75					\$ 113.75
MTO Physical - T Park	\$ 200.00					\$ 200.00
Working at Heights Training	\$ 2,487.47					\$ 2,487.47
Chainsaw Operator Course	\$ 3,169.40					\$ 3,169.40
OACFP Cemetery - N Feagan	\$ 645.00					\$ 645.00
Ground Force Training - N Feagan	\$ 222.43					\$ 222.43
						\$ -
Total	\$ 27,067.60	\$ 574.94	\$ -	\$ 728.65	\$ -	\$ 28,371.19
Child Care Staff						
Jan/Feb Mileage - K Kyle			\$ 408.48			\$ 408.48
Safe Food Handling Course - C Austin	\$ 90.00					\$ 90.00
Training Mileage - B Nivins-McClinchey			\$ 61.78			\$ 61.78
Training Mileage - L Swick			\$ 39.08			\$ 39.08
Mileage April - C Austin			\$ 37.82			\$ 37.82
Mileage Jan-Mar - J Glenn			\$ 814.44			\$ 814.44
Mar/Apr Mileage - K Kelly			\$ 359.94			\$ 359.94
May/Jun Mileage - K Kelly			\$ 318.97			\$ 318.97
Safe Food Handling Course - S Schramm	\$ 35.56					\$ 35.56
CPR Training x 2	\$ 244.22					\$ 244.22
Mileage Apr-Jun - J Glenn			\$ 867.39			\$ 867.39
Mileage Jul-Sep - J Glenn			\$ 787.97			\$ 787.97
Jul/Aug Mileage - K Kelly			\$ 431.81			\$ 431.81
VSC - C Lamb, E Fincher, J Jaques			\$ 123.00			\$ 123.00
ECE Appreciation xx15	\$ 378.30					\$ 378.30
Sept/Oct Mileage - K Kelly			\$ 379.48			\$ 379.48
Oct-Dec Mileage - J Glenn			\$ 694.67			\$ 694.67
Nov/Dec Mileage - K Kelly			\$ 233.87			\$ 233.87
						\$ -
Total	\$ 748.08	\$ -	\$ 5,558.70	\$ -	\$ -	\$ 6,306.78

EXPENSES 2024

	Registration Fee	Accommodations	Travel (mileage/parking/tr ain/plane/taxi)	Expense Allowance - Meals, Misc. etc.	Per Diem	Expenses to Date for 2024
Misc. Staff/Council/Volunteers						
Firearm Safety Course - N Smith	\$ 202.62					\$ 202.62
FEO Conference - L Hood	\$ 762.18	\$ 272.30				\$ 1,034.48
OBIAA Conference - L. Beatty	\$ 898.54	\$ 611.59				\$ 1,510.13
Cyber Security - All Staff/Council	\$ 203.64					\$ 203.64
Mental Health Training - Senior Leadership	\$ 1,475.52					\$ 1,475.52
OPIA Training - L Fulton			\$ 139.31			\$ 139.31
Mayors Luncheon - L Beatty/D Allen				\$ 72.04		\$ 72.04
Mayors Luncheon - B. Andrews				\$ 40.00		\$ 40.00
First Aid Training x 4 - Admin	\$ 488.45					\$ 488.45
BIA Summit - A Ferguson/D Allen/ L Beatty	\$ 61.06					\$ 61.06
ERTH AGM - L McCabe			\$ 151.92			\$ 151.92
August 2024 Mileage - Inspections - L. Fulton			\$ 38.45			\$ 38.45
OPIA Zone Meeting - Mileage - L. Fulton			\$ 148.77			\$ 148.77
October Milage - L Fulton			\$ 23.95			\$ 23.95
Integrity Commission Training - Council/Misc Staff	\$ 1,891.25			\$ 353.91		\$ 2,245.16
						\$ -
Total	\$ 5,983.26	\$ 883.89	\$ 502.40	\$ 465.95	\$ -	\$ 7,835.50
Municipal Staff Total January 1 - December 31, 2024	\$ 66,214.25	\$ 5,470.31	\$ 11,619.48	\$ 4,457.54	\$ -	\$ 87,761.58
Total Council & Staff January 1 - December 31, 2024	\$ 78,267.38	\$ 25,744.59	\$ 22,629.39	\$ 8,400.27	\$ 16,659.00	\$ 151,700.63

Staff Report

To: Mayor Bazinet and Members of Council
Report From: Deanna Hastie, Director of Corporate Services/Treasurer
Meeting Date: April 7, 2025
Subject: 2024 Statement of Remuneration and Expenses
Attachment(s): 1.) 2024 Statement of Remuneration and Expenses

Recommendation:

That Goderich Town Council receive this report for information.

Report Summary:

This report is provided annually in compliance with Section 284 of the Municipal Act, 2001, S.O.2001, c.25.

Background and Analysis:

The Municipal Act, 2001, S.O.2001, c.25 requires that:

Statement

284 (1) The treasurer of a municipality shall in each year on or before March 31 provide to the council of the municipality an itemized statement on remuneration and expenses paid in the previous year to,

- (a) each member of council in respect of his or her services as a member of the council or any other body, including a local board, to which the member has been appointed by council or on which the member holds office by virtue of being a member of council;
- (b) each member of council in respect of his or her services as an officer or employee of the municipality or other body described in clause (a); and
- (c) each person, other than a member of council, appointed by the municipality to serve as a member of any body, including a local board, in respect of his or her services as a member of the body. 2001, c. 25, s. 284 (1).

Mandatory item

(2) The statement shall identify the by-law under which the remuneration or expenses were authorized to be paid. 2001, c. 25, s. 284 (2).

Statement to be provided to municipality

(3) If, in any year, any body, including a local board, pays remuneration or expenses to one of its members who was appointed by a municipality, the body shall on or before January 31 in the following year provide to the municipality an itemized statement of the remuneration and expenses paid for the year. 2001, c. 25, s. 284 (3).

Public Records

(4) Despite the *Municipal Freedom of Information and Protection of Privacy Act*, statements provided under subsections (1) and (3) are public records. 2001, c. 25, s. 284 (4).

The attached Statement of Remuneration and Expenses is provided in compliance with the above-noted Municipal Act requirement.

Linkage:

No direct link to the Strategic Plan.

Financial Impacts and/or Source of Funding:

The financial impact associated with this report is the expenditures incurred in accordance with the annual budget allocation.

Consulted With:

Janice Hallahan, Chief Administrative Officer

Approved By:

Janice Hallahan, Chief Administrative Officer

Andrea Fisher, Director of Legislative Services/Clerk

STATEMENT OF REMUNERATION AND EXPENSES
FOR YEAR ENDED DECEMBER 31, 2024

PURSUANT TO SECTION 284(1) (2), MUNICIPAL ACT 2001, as amended

Member	Remuneration (Schedule 1)	Conferences and Seminars	Meetings	Total
Council 2022 to 2026 term				
Mayor Bazinet	\$ 41,503.55	\$ 19,959.06	\$ 1,944.68	\$ 63,407.29
Deputy Mayor Noel	\$ 23,421.81	\$ 4,115.52	\$ 86.30	\$ 27,623.63
Councillor Carroll	\$ 16,663.30	\$ 4,903.25	\$ -	\$ 21,566.55
Councillor Kelly	\$ 15,899.36	\$ 2,067.88	\$ 40.00	\$ 18,007.24
Councillor Petrie	\$ 15,873.45	\$ 4,823.10	\$ 80.00	\$ 20,776.55
Councillor Segeren	\$ 18,003.41	\$ 3,999.52	\$ 40.00	\$ 22,042.93
Councillor Thompson	\$ 16,392.08	\$ 5,180.74	\$ 40.00	\$ 21,612.82
	\$ 147,756.96	\$ 45,049.07	\$ 2,230.98	\$ 195,037.01
By-law 42 of 2024 and 55-2023				

STATEMENT OF REMUNERATION AND EXPENSES
 FOR THE YEAR ENDED DECEMBER 31, 2024
 PURSUANT TO SECTION 284(1) (2), MUNICIPAL ACT 2001, as amended

Schedule 1

	Remuneration		Per Diems		Employment Benefits		Total
Council 2022 to 2026 term							
Mayor Bazinet	\$ 32,946.92	\$	5,637.00	\$	2,919.63	\$	41,503.55
Deputy Mayor Noel	\$ 19,222.04	\$	2,604.00	\$	1,595.77	\$	23,421.81
Councillor Carroll	\$ 13,858.34	\$	1,704.00	\$	1,100.96	\$	16,663.30
Councillor Kelly	\$ 13,858.34	\$	996.00	\$	1,045.02	\$	15,899.36
Councillor Petrie	\$ 13,858.34	\$	972.00	\$	1,043.11	\$	15,873.45
Councillor Segeren	\$ 13,858.34	\$	2,946.00	\$	1,199.07	\$	18,003.41
Councillor Thompson	\$ 13,858.34	\$	2,142.00	\$	391.74	\$	16,392.08
	<u>\$ 121,460.66</u>	\$	<u>17,001.00</u>	\$	<u>9,295.30</u>	\$	<u>147,756.96</u>

Note

Employment benefits consist of items such as Canada Pension Plan (CPP), Employer Health Tax and Employee Assistance Plan

STATEMENT OF REMUNERATION AND EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2024
PURSUANT TO SECTION 284(1)(2) OF THE MUNICIPAL ACT 2001 as amended

Schedule 2

Honorariums of Council Appointees

Police Services Board	Remuneration
Anthony Denomme	\$ 3,264.59
Tom Jasper	\$ 3,048.83
	\$ 6,313.42

Staff Report

To: Mayor Bazinet and Members of Council
Report From: Jason Dykstra, Building Services Manager/Chief Building Official
Meeting Date: April 7, 2025
Subject: Heritage Permit Application No. 2025-006 re: 38 West Street – Fascia Sign
Attachment(s): 1) Heritage Permit Application No. 2025-006

Recommendation:

That Goderich Town Council approve Heritage Application No. 2025-006 – 38 West Street, as submitted without conditions.

Report Summary:

38 West Street is located within the Heritage District. The application is to install a fascia sign on the front façade of the building.

In the opinion of the Chief Building Official, this sign meets the size and guidelines for the area.

Background and Analysis:

All fascia board signs are reviewed to ensure they meet the intent of the Sign By-law and Heritage Guidelines. The application for 38 West Street meets such By-Law/Guidelines.

Linkage:

- Corporate Strategic Plan Priority #2: Welcoming and Caring Community

Financial Impacts and/or Source of Funding:

There is no financial impact associated with this report.

Consulted With:

N/A

Approved By:

Janice Hallahan, Chief Administrative Officer
Andrea Fisher, Director of Legislative Services/Clerk

A. – Property and Applicant Information

Property Address: 38 WEST ST. GODERICH, ON N7A 2K3

Owner Contact Information:

Name: ANN MCCAULEY

Address & Postal Code: 38 WEST ST. GODERICH, ON N7A 2K3

Phone No.: 519-524-0114 **Email:** bluebabe@hurontel.on.ca

Agent Contact Information (if applicable)

Name: KUNAL VAIDYA

Address & Postal Code: 92 ARIZONA DRIVE, BRAMPTON, ON L6Y 0R6

Phone No. 437-268-5001 **Email:** info@graphibunny.com

B – Heritage Permit Application Summary

Heritage Designation:

Part IV (Individual Property) _____ Part V (Heritage Conservation District) X

Alterations to Building

New Construction

Landscaping

Demolition

Signage/Lighting

Explain the reasons for undertaking the proposed work

Non Illuminated Fascia sign for new Firehouse Subs restaurant

Opening

Clearly describe the changes you are undertaking to alter the property-attach pictures showing pre and post appearance of the building. Attached samples of building material and/or colour

Removal of old existing canopy and application of new sign

C – Product and Manufacturer Details

Item(s) to be changes	Is work new or restoration	Type of Material	Colour	Other product details
Cladding (siding, brick, stucco etc.)				
Roof				
Foundation Walls				
Trim				
Doors				
Windows				
Porch/Verandah				
Fencing				
Landscaping				
Signage/Lighting	NEW	NON ILLUMINATED BACKER PANEL WITH CUTOUT	RED, YELLOW BLACK & WHITE	N/A

LETTERS

D – Declaration and Signature

I hereby declare that the statements made herein are, to the best of my belief and knowledge, a true and complete representation of the purpose and intent of this application.

I have reviewed the submission requirements and understand that incomplete applications may be defined pending additional information.

I understand that the proposal must comply with all other applicable legislation and By-Laws and other approvals.

I acknowledge that any change to the approved drawings, however small, may require an amendment to the permit and may require resubmission for approval. Failure to reveal these changes to the Municipal & Marine Heritage Committee may result in a work stoppage.

I acknowledge that the Town of Goderich staff and members of the Municipal & Marine Heritage Committee may visit the property that is the subject of this application for the purpose of evaluating the merits of this application.

I acknowledge that personal information on this form is collected under the authority of the Ontario Heritage Act and will be used to process Heritage Permit Applications and the information will become public.

Owner's Signature



Agent's Signature

Date

03-21-2025

Date

E – Municipal & Marine Heritage Committee Recommendation to Council:

The application is:

___ Recommended for approval without conditions

___ Recommended for approval with conditions as listed below

a) _____

b) _____

c) _____

___ Recommended for refusal

Reason:

Municipal & Marine Heritage Committee Chair

Date

F. – Council Decision

The application is:

___ Approved without conditions

___ Approved with conditions as listed below

a) _____

b) _____

c) _____

___ Refused

Reason:

Clerk

Date

Note: Recommendations/approvals are granted on the express condition that the work to be carried out shall conform to the provisions of all building codes and By-Laws passed by the Town of Goderich. The heritage application process does not replace building permits under the Ontario Building code Act, or other required permits for signage, demolition, etc. It is also noted that Council can pursue legal action if the required permits and permissions have not been granted or guidelines have not been followed.

Affidavit and Sworn Declaration of Owner or Applicant

I agree that all work submitted in support of this application may be made available for public review, pursuant to the Municipal Freedom of Information and Protection of Privacy Act. I agree to reimburse the Town of Goderich for any costs associated with the preparation of studies required to evaluate the application by qualified consultants, and any costs which may be incurred before the courts and tribunals arising from the disposition of this application. I hereby certify that all statements contained within this application are true and agree to allow Town staff reasonable access to the property.

OWNER

APPLICANT

DATE

NON-ILLUMINATED SIGN

BUILDING AREA : 23.30M²

FRONT ELEVATION

AFTER

5.74 m
18'-10"



4.06 m
13'-4"

2.95 m
9'-8"

EXISTING AWNING WILL BE REMOVED

BEFORE



AVISH CONSTRUCTIONS

7045 Edwards Blvd
#204Mississauga, ON L5S 1X2
info@avishconstructions.com • 647-808-8384

CLIENT: Firehouse Subs
 ADDRESS: 38 West st., Goderich, ON N7A 2K3

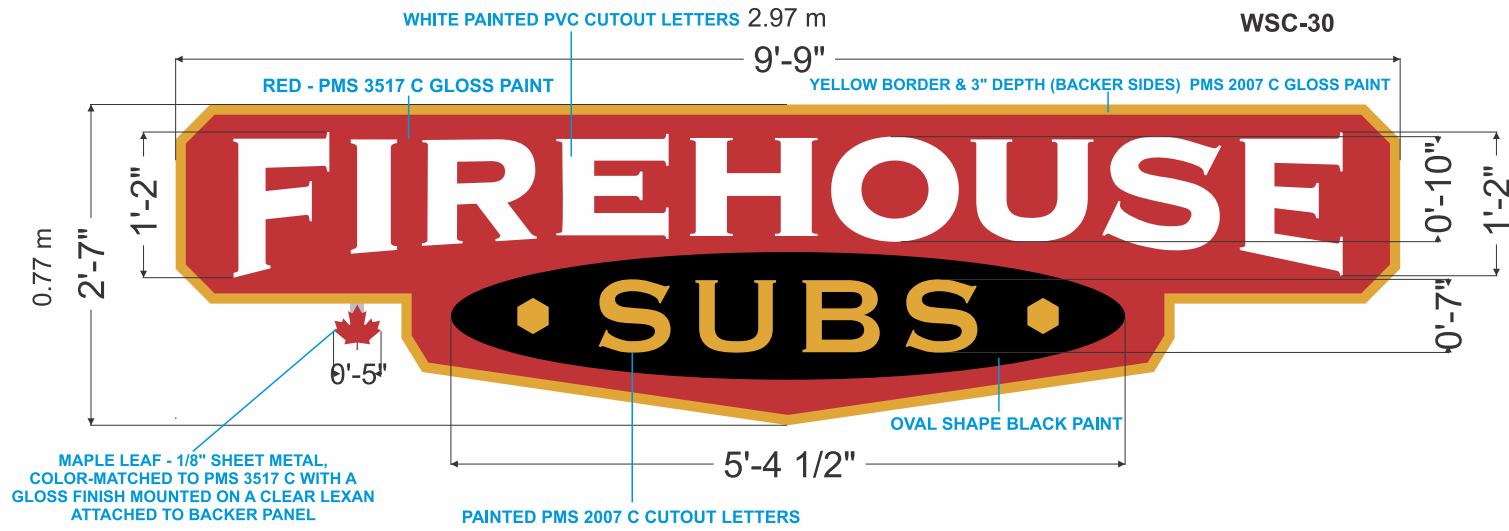
 APPROVED BY: NAME: _____
 SIGNATURE: _____

DATE: March 20, 2025

REVISIONS:
 1. _____
 2. _____
 3. _____
 4. _____
 5. _____

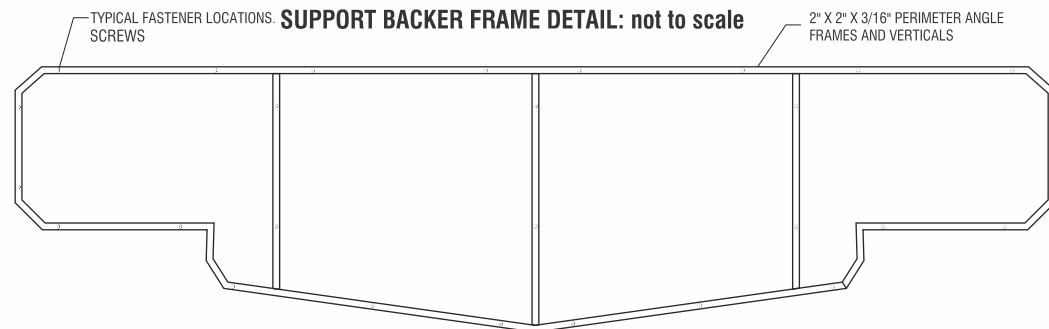
FRONT ELEVATION

NON-ILLUMINATED SIGN



Weight of Sign: 90 Lbs

Total Area of Sign: 2.28 M²



Non-Illuminated painted cutout letters FIREHOUSE
 • SUBS •

1" Outdoor PVC painted cutout letters with silicon & screws attached to Non Illuminated backer panel

Non Illuminated painted backer panel

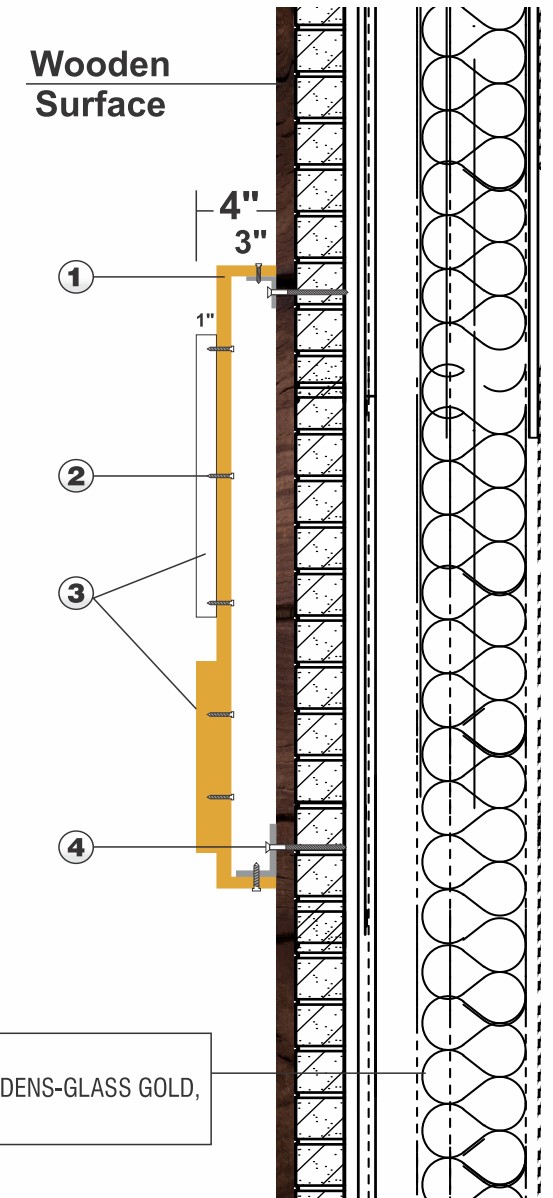
2'-7" x 9'-9" 0.80 aluminum Non Illuminated 3" deep MP paint to match PMS 3517 C & 2007 C Gloss Finish single face & body constricted backer panel fabricated Aluminum constructed backer panel attached to the 2" x 2" x 3/16" Perimeter welded angle frames & vertical stiffeners with #12 x 1" Hex head metal screws.

2" x 2" x 3/16" Perimeter welded angle frames & vertical stiffeners attached to existing wall with 3/16" x 4" Wood Screws @ 32" O.C. Fasten to existing wood wall

Non Illuminated Maple Leaf

Maple Leaf. A 1/8 sheet metal, Color-matched to PMS 3517 C with a gloss finish mounted on a clear lexan attached to backer panel

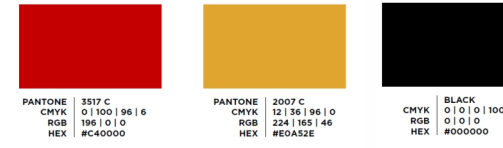
TYPICAL CROSS SECTION



257MM LONG X 79MM HIGH X 90MM THICK BRICK, ON AIR SPACE, AIR/WETHERPROOF BARRIER, 12.7 MM DENS-GLASS GOLD, ON STRUCT, STEEL STUDS, 1/2" GYPSUM BOARD

- ① Aluminum Backer Panel
- ② Outdoor PVC painted cutout letters
- ③ #8 x 1/2" Screws
- ④ 3/16" x 4" Wood Screws @ 32" O.C.

IN PROGRESS LOGO PALETTE



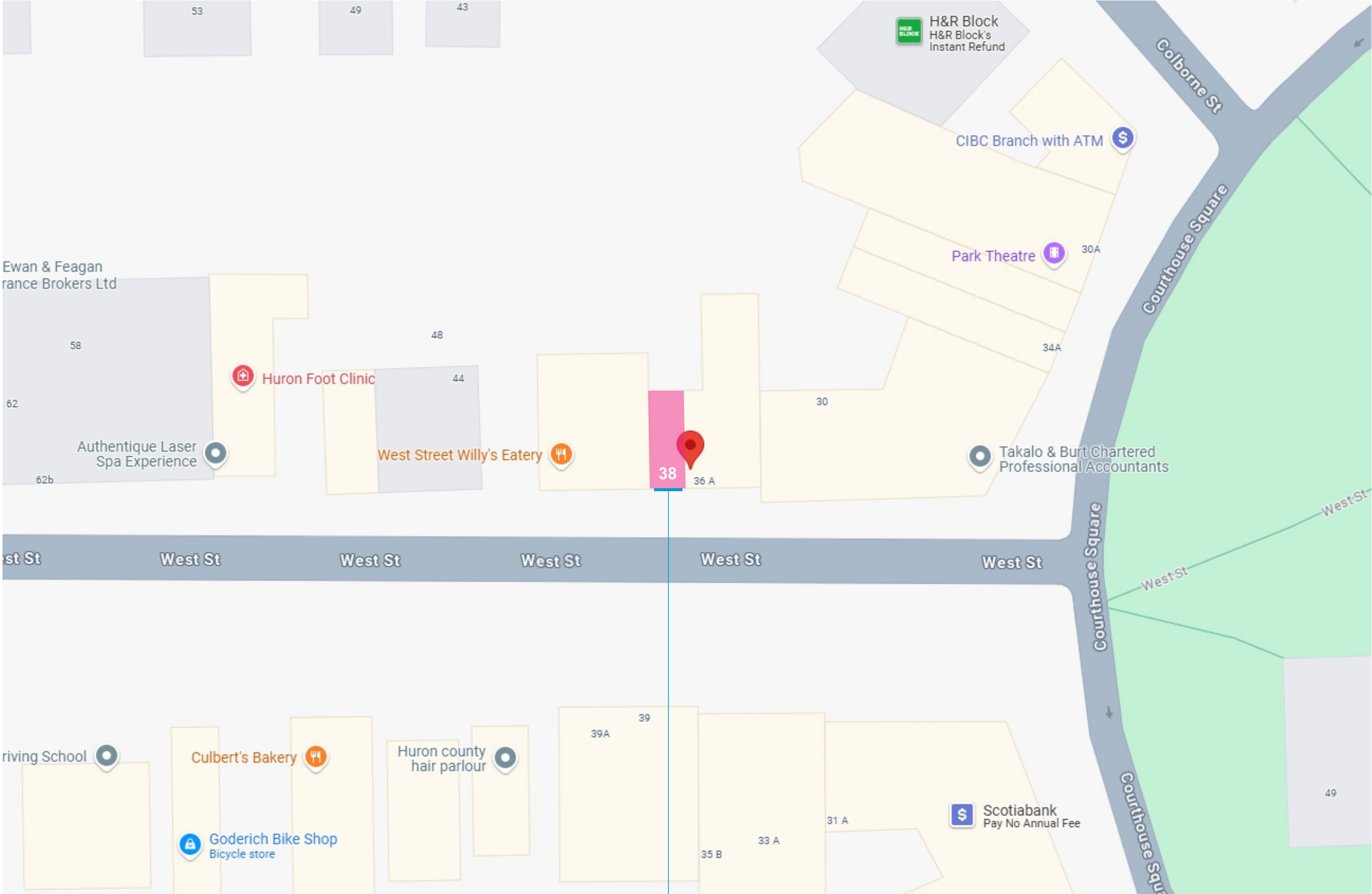
AVISH CONSTRUCTIONS

7045 Edwards Blvd
 #204Mississauga, ON L5S 1X2
 info@avishconstructions.com • 647-808-8384

CLIENT: Firehouse Subs
 ADDRESS: 38 West st., Goderich, ON N7A 2K3
 APPROVED BY: NAME: _____
 SIGNATURE: _____

DATE: March 20, 2025

REVISIONS:
 1. _____
 2. _____
 3. _____
 4. _____
 5. _____



PROPOSED LOCATION OF SIGN (FRONT ELEVATION)

Staff Report

To: Mayor Bazinet and Members of Council
Report From: Jason Dykstra, Building Services Manager/Chief Building Official
Meeting Date: April 7, 2025
Subject: Heritage Permit Application No. 2025-005 – 76 Courthouse Square - Signage
Attachment(s): 1) Heritage Permit Application No. 2025-005 – 76 Courthouse Square

Recommendation:

That Goderich Town Council approves Heritage Permit Application No. 2025-005, as submitted, without conditions.

Report Summary:

76 Courthouse Square is located within the Heritage District. The application is to install a fascia sign above the entrance door to the second-floor commercial unit.

In the opinion of the Chief Building Official, the sign meets the size and guidelines for the area.

Background and Analysis:

All fascia board signs are reviewed to ensure they meet the intent of the Sign By-Law and Heritage Guidelines. The application for 76 Courthouse Square meets such By-Law/Guidelines.

Linkage:

- Corporate Strategic Plan Priority #2: Welcoming and Caring Community

Financial Impacts and/or Source of Funding:

There is no financial impact associated with this report.

Consulted With:

N/A

Approved By:

Janice Hallahan, Chief Administrative Officer
Andrea Fisher, Director of Legislative Services/Clerk

A. – Property and Applicant Information

Property Address: 76 Courthouse Square - Suite 200, Goderich, Ontario N7A 1M6

Owner Contact Information:

Name: Matthew Armstrong

Address & Postal Code: "Current" - 72 Courthouse Square, Goderich, Ontario N7A 1M6 ; Above as of April 1st, 2025

Phone No. 519-524-3000

Email: armstronglaw@hurontel.on.ca

Agent Contact Information (if applicable)

Name:

Address & Postal Code:

Phone No.

Email:

B – Heritage Permit Application Summary

Heritage Designation:

Part IV (Individual Property) _____

Part V (Heritage Conservation District) X

Alterations to Building

New Construction

Landscaping

Demolition

Signage/Lighting

Explain the reasons for undertaking the proposed work

Moving to a new location. New location has a smaller signage space therefore needing to put new signage up instead of using original sign currently located at 72 Courthouse Square.

Clearly describe the changes you are undertaking to alter the property-attach pictures showing pre and post appearance of the building. Attached samples of building material and/or colour Signage will be 1/4' black acrylic cut to shape with silver graphic (logo). Sign will be 12" X 35" Graphic will be applied with pins set out from the fascia. Work is being done by Artech. Contact Phil. Please see pictures attached.

C – Product and Manufacturer Details

Item(s) to be changes	Is work new or restoration	Type of Material	Colour	Other product details
Cladding (siding, brick, stucco etc.)				
Roof				
Foundation Walls				
Trim				
Doors				
Windows				
Porch/Verandah				
Fencing				
Landscaping				
Signage/Lighting	New signage size 12" x 35"	Acrylic	Black and Silver	Pins to set out signage 1/4" from fascia

Armstrong Law is moving 3 doors down to 76 Courthouse Square - Suite 200. Signage will be above the door in the allotted space. The new space does not facilitate our current signage as it is too big. Please see attached quote from Artech; Pre- Appearance and Post Appearance Pictures. Company building the sign is Artech. Contact is Phil Duncan 519.527.2200 X 301

D – Declaration and Signature

I hereby declare that the statements made herein are, to the best of my belief and knowledge, a true and complete representation of the purpose and intent of this application.

I have reviewed the submission requirements and understand that incomplete applications may be defined pending additional information.

I understand that the proposal must comply with all other applicable legislation and By-Laws and other approvals.

I acknowledge that any change to the approved drawings, however small, may require an amendment to the permit and may require resubmission for approval. Failure to reveal these changes to the Municipal & Marine Heritage Committee may result in a work stoppage.

I acknowledge that the Town of Goderich staff and members of the Municipal & Marine Heritage Committee may visit the property that is the subject of this application for the purpose of evaluating the merits of this application.

I acknowledge that personal information on this form is collected under the authority of the Ontario Heritage Act and will be used to process Heritage Permit Applications and the information will become public.



Owner's Signature

March 11, 2025

Date

Agent's Signature

Date

E – Municipal & Marine Heritage Committee Recommendation to Council:

The application is:

Recommended for approval without conditions

Recommended for approval with conditions as listed below

a) _____

b) _____

c) _____

Recommended for refusal

Reason:

Municipal & Marine Heritage Committee Chair

Date

F. – Council Decision

The application is:

Approved without conditions

Approved with conditions as listed below

a) _____

b) _____

c) _____

Refused

Reason:

Clerk

Date

Note: Recommendations/approvals are granted on the express condition that the work to be carried out shall conform to the provisions of all building codes and By-Laws passed by the Town of Goderich. The heritage application process does not replace building permits under the Ontario Building code Act, or other required permits for signage, demolition, etc. It is also noted that Council can pursue legal action if the required permits and permissions have not been granted or guidelines have not been followed.

Affidavit and Sworn Declaration of Owner or Applicant

I agree that all work submitted in support of this application may be made available for public review, pursuant to the Municipal Freedom of Information and Protection of Privacy Act. I agree to reimburse the Town of Goderich for any costs associated with the preparation of studies required to evaluate the application by qualified consultants, and any costs which may be incurred before the courts and tribunals arising from the disposition of this application. I hereby certify that all statements contained within this application are true and agree to allow Town staff reasonable access to the property.

Matthew Armstrong
OWNER

Carmen Armstrong
APPLICANT

March 11, 2025
DATE

RESOURCES

General Information:

General Information and Heritage Resources Materials:

<http://www.goderich.ca/en/Heritage/municipalandmarineheritagehomepage.asp>

Funding Sources:

Community Improvement Plan

<http://www.goderich.ca/en/townhall/resources/goderichcip.pdf>

Goderich Heritage Enhancement Fund

<http://www.goderich.ca/en/Heritage/PropertyDocumentsforDownload.asp>

Tax Refund Program for Designated Heritage Properties By-Law

<http://www.goderich.ca/en/townhall/resources/104-2016-heritage-tax-break.pdf>

Tax Refund Program for Designated Heritage Properties Application Form

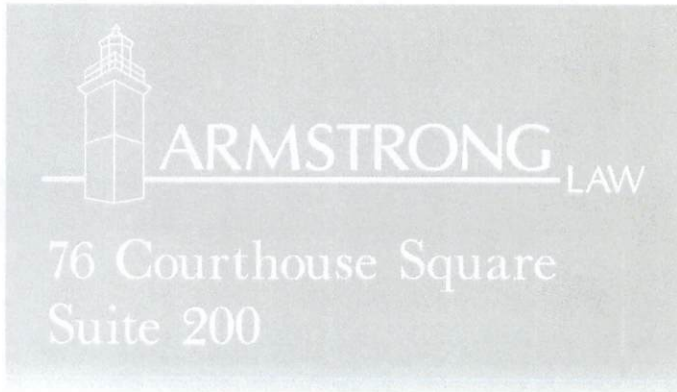
<http://www.goderich.ca/en/townhall/resources/heritage-tax-refund-program-application---final.pdf>



COWAN
LAW CHAMBERS

Pre-Appearance
Armstrong Law





Post - Appearance.



Staff Report

To: Mayor Bazinet and Members of Council
Report From: John Dobie, Facilities Services Manager
Meeting Date: April 7, 2025
Subject: Fire Alarm Upgrades

Attachment(s):

- 1) 376 Cambridge Street – Goderich Municipal Day Care
 - 2) 190 Suncoast Drive – Maitland Recreation Centre
 - 3) 57 Montreal Street – Huron County Library (Goderich Branch)
 - 4) 57 West Street – Town Hall
 - 5) 180 Cambria Road – Maitland Valley Medical Centre
-

Recommendation:

That Goderich Town Council approve the Johnson Controls Commercial Sales Agreement for fire panel upgrades and annual monitoring contracts and refer to By-Law 48 of 2025.

Report Summary:

Johnson Controls are upgrading their mobile service offering for the fire alarm monitoring system, due to Rogers discontinuing their 3G mobile services.

Background and Analysis:

Five (5) Goderich facilities are currently monitored by Johnson Controls. The estimates presented are renewal contracts with the appropriate upgrades to protect Town properties, staff and the public for a 5-year term.

Linkage:

Corporate Strategic Plan Priority #1: Safe and Reliable Infrastructure

Financial Impacts and/or Source of Funding:

Installation of new panels \$1,510.00/panel for five facilities totaling \$7,550.

Annual monitoring fee \$1,216.58/facility for five facilities totaling \$6,082.90.

These costs are included in the current budget allocation in each department for building maintenance.

Consulted With:

Sean Thomas, Director of Community Services, Infrastructure and Operations

Deanna Hastie, Director of Corporate Services/Treasurer

Approved By:

Janice Hallahan, Chief Administrative Officer

Andrea Fisher, Director of Legislative Services/Clerk



COMMERCIAL SALES AGREEMENT

TOWN NO.
00013-LONDON

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-8VWHJBN

DATE: 2/15/2025

Tyco Integrated Fire & Security Canada, Inc. o/a Johnson Controls ("Johnson Controls")
Yatindra Mishra
2400 Skymark Drive,
Mississauga, ON L4W 5K5
Tele. No. (647) 764-6255

Town of Goderich
d/b/a:
("Customer")
Customer Billing Information
57 West Street,
Goderich, ON N7A 2K3
Attn: John Dodie
Tele. No.

Customer Premises Served
52 MONTREAL ST,
GODERICH, ON N7A 2G4
Attn:
Tele. No.

This Commercial Sales Agreement is between Customer and Tyco Integrated Fire & Security Canada, Inc. o/a Johnson Controls ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) Scope of Work ("SOW"). This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

I. THE FOLLOWING DOCUMENTS, IF APPLICABLE ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- (a) Hazardous Substance Checklist and Customer Letter
- (b) Scope of Work
- (c) Terms and Conditions
- (d) Additional Terms and Conditions
- (e) Provincial Specific Forms, if applicable (e.g., local permit applications)
- (f) CAF Customer Installation Acceptance Form (specific to Equipment/Services purchased)
- (g) If multiple locations, see attached schedule

II. CHARGES AND FEES; TAXES:

a. Equipment Installation. Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values set forth herein. If the schedule of values includes an upfront installation deposit, it will be paid within 30 days of contract signing. Johnson Controls will not commence work until such deposit has been received. The remaining portion of the total installation charge for installation and commissioning will be progress billed monthly through completion of the job. Company progress-based billing can include progress payments for materials, goods, and equipment (ordered, delivered, or stored), and for any pre-design, engineering, installation work or Services. The proposed total installation charge is contingent upon Customer agreeing to these payment and invoicing terms. Any outstanding Installation Charges and/or fees shall be due and payable as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the Statement of Work must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. Until Customer has paid Johnson Controls the Total Installation Charge and fees, and taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all proceeds thereof to secure such payment.

b. Services. Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance (the "Annual Service Charges"). Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year.

c. Term. The initial term of this Agreement shall be 5 year(s) (the "Initial Term") and shall commence on the date of this Agreement and continue as set forth herein. After the Initial Term, this Agreement will automatically renew for successive terms equal to the same length as the Initial Term unless the Customer or Johnson Controls gives written notice to the other that it does not want to renew at least sixty (60) days before the end of the then-current term (each a "Renewal Term"). The Initial Term and any Renewal Term may be referred to herein as the "Term." If this Agreement is renewed, Johnson Controls will provide Customer with notice of any adjustments in the Charges, fees and/or taxes applicable to the Renewal Term. Unless Customer terminates the Agreement at least sixty (60) days prior to the start of such Renewal Term, the adjusted Charges, fees and/or taxes will be the Charges, fees and taxes for the Renewal Term. Customer agrees to issue and send a purchase order to Johnson Controls at least thirty (30) days prior to expiration of the Initial Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to Johnson Controls. No purchase order is required for any emergency work requested by Customer. Customer shall have no right to reject such invoices due to the lack of a purchase order. For termination prior to the end of the Term, Customer agrees to pay Johnson Controls, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Customer shall provide Johnson Controls with reasonable access to the premises to remove any Johnson Controls property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that Johnson Controls may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

d. Pricing and Taxes. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Notwithstanding any other term in this Agreement, Johnson Controls may increase prices upon notice to Customer to reflect increases in material and labor costs. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to Johnson Controls and the applicable taxing authorities. If Johnson Controls is required to pay any such Taxes or other charges, Customer shall reimburse Johnson Controls on demand. If any such exemption certificate is invalid, then Customer will immediately pay Johnson Controls the amount of the Taxes, plus penalties and interest. Prices may be adjusted by Johnson Controls prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s). Customer agrees to pay any fees or charges imposed by any government body, telephone, communication, or signal transmission company or administration fees or service charges assessed against or by Johnson Controls related to AHJ requirements and/or changes to applicable laws relating to the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement. This Agreement is entered into with the understanding that the Services to be provided by Johnson Controls are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Johnson Controls, Johnson Controls reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Customer shall provide financial information requested by Johnson Controls to verify Customer's ability to pay for goods or services. Work performed on a time and material basis shall be at the then-prevailing Johnson Controls rate for material, labor, and related items, in effect at the time supplied under this Agreement.

e. Invoicing. Pricing is based upon the billing and payment terms set forth in this Agreement. Fees and other amounts due hereunder are due thirty (30) days from the date of the invoice, which shall be paid by Customer via ACH/EFT bank transfer. Such payment is a condition precedent to Johnson Controls' obligation to perform Services under the Agreement. Any invoice disputes are waived unless identified in writing by Customer within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. If Customer fails to provide financial information or if Johnson Controls, in its sole discretion has grounds to question Customer's ability or willingness to make payments when due (e.g. not making payments when due, late payments, or a reduction in Customer's credit score), Johnson Controls may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Johnson Controls may have against Customer, Johnson Controls shall provide Customer with advance written notice of changes to payment terms..

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, SOW or other document issued by Customer. Any changes must be mutually agreed to in writing by the authorized representatives of the Customer and Johnson Controls. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within thirty (30) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the

premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE. THIS AGREEMENT IS CONTINGENT ON CREDIT APPROVAL, WHICH MAY BE CHECKED AT JOHNSON CONTROLS' DISCRETION AND REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. SHOULD CREDIT AND/OR APPROVAL BE DECLINED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS' ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.



COMMERCIAL SALES AGREEMENT

TOWN NO.
00013-LONDON

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-8VWHJBN

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL
HERE _____

TYCO INTEGRATED FIRE & SECURITY CANADA, INC. O/A JOHNSON CONTROLS

CUSTOMER: _____

Presented by: Yatindra Mishra
(Signature of Johnson Controls Sales Representative)

Accepted By: _____
(Signature of Customer's Authorized Representative)

Sales Agent: Yatindra Mishra

(Name Printed)

Title: _____

Date Signed: _____

CUSTOMER ACCEPTANCE

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 Agreement

YES: Single PO Required for Initial Term

Annual PO Required

ANSC PO Required Yearly (ANSC = Annual Service Charge)

AR Invoice are accepted via e-mail: YES: Email address to be used: _____

NO: Please submit invoices via mail NO: Please submit via _____

[Remainder of Page Left Intentionally Blank]



COMMERCIAL SALES AGREEMENT

TOWN NO.
00013-LONDON

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-8VWHJBN

SCOPE OF WORK

IV. SCOPE OF WORK ("SOW"): Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Johnson Controls Owned - Johnson Controls may remove or upon written notice to the Customer, abandon in whole or in part, all devices, instruments, appliances, cabinets, and other materials associated with the system, upon termination of this agreement, without obligation to repair or redecorate any portion of the Customer's premises upon such removal, and the removal or abandonment of such materials shall not be held to constitute a waiver of the right of Johnson Controls to collect any charges which have been accrued or may be accrued hereunder.

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:
Video Surveillance Services:
Managed Access Control Services:
Video Equipment:
Preventive Maintenance/Inspection:
Additional Services:

Fire System Monitoring
No Service Selected
No Service Selected
No Service Selected
Other System Expert Maintenance, Fire Annual Inspection (Hardware Only)
IP Communication (Primary) with Cell Backup, Proactive Battery Replacement Service

C. Equipment to be Installed ("Equipment"): Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(es). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facilities as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's communications facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) providing and installing software/firmware required by the Equipment; (v) performing testing as required to establish that the Equipment is connected, is functioning according to its specifications, and is communicating over Customer's communications facilities; and (vi) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	DSC NEOControlPanelKit.ContainsoneHS2032NKcontrolpanel,oneHS2LCDFullMessageLCDHardwiredKeypadandoneT	
1	This item identifies the estimate as Standard and NOT PART of Technology Refresh of older Tech	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount:	\$1,510.00
* Estimated Tax(es):	\$0.00
TOTAL INSTALLATION CHARGE:	\$1,510.00
Installation Deposit Amount:	\$906.00

Planned Monthly Progress Billing Schedule of Values	
Description	%
Deposit/Advance Payment/Mobilization	60%
Monthly Progress Billing (Installation/Commissioning)	40%

2. Annual Service Charge:

Annual Service Charge Amount:	\$1,216.58
* Estimated Tax(es):	\$0.00
TOTAL ANNUAL SERVICE CHARGE:	\$1,216.58

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

E. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: John Dobie <jdobie@goderich.ca>; Facilities Service Manager Sales rep : Yatindra Mishra, 416-550-1948, yatindra.mishra@jci.com

System Operation: Existing Fire monitoring system on PC1864 to be upgraded to DSC Neo Fire monitoring kit. Call list to remain same. Please use existing cabling.

Programming Info: Standard BA programming.

Site Conditions:

Existing Equipment: PC1864

Customer Expectations:

Training Expectations: Please train the client on using the system.

General Comments:

Customer Responsibilities / Johnson Controls Exclusions: "Client to supply 1 AC 110V GFI outlet beside control on dedicated breaker to hardwire TIFS Supplied transformer into outlet. Operating telco line at location of head end equipment. If signal from cell device that is hooked up to TIFS monitoring panel is not strong enough then extra charges to apply to solve problem. Coordinate with manager on duty. To make passage and work spaces clear prior to starting work or bringing equipment. Utilize all existing devices/equipment where possible. TIF&S is not responsible for patch work and redecorating."

Documentation Needs:

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V. Customer and Johnson Controls agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification ("Alarm Monitoring") Services. 1. If Customer has purchased alarm monitoring service that includes response by police, fire department, guard, medical emergency notification or two way voice monitoring services and such an alarm is received at JCI's CMC, then JCI may, in its sole discretion or if required by law, attempt to contact Customer and/or anyone Customer has identified on Customer's Emergency Contact List ("ECL") to confirm that the alarm is not false. If JOHNSON CONTROLS does not contact Customer or someone on Customer's ECL or, if JOHNSON CONTROLS questions the response received upon such contact, then: (a) JOHNSON CONTROLS will attempt to notify the appropriate police or fire department; or, (b) if Guard Response Service is being provided and an alarm requires police response, JOHNSON CONTROLS will attempt to dispatch a representative to make an investigation of the exterior of the premises from his/her vehicle and, upon evidence of a crime, JOHNSON CONTROLS will attempt to notify the appropriate police department. Customer agrees that JOHNSON CONTROLS will have no liability pertaining to the recording (or failure to record) or publication of any communications, Internet, or other Video recordings or the quality of such recordings, if any. If JOHNSON CONTROLS provides supervisory alarm or trouble alarm monitoring services (or if such services are actively programmed into the System) and such an alarm is received at JOHNSON CONTROLS's CMC, JOHNSON CONTROLS may attempt to notify Customer's designated representative. JOHNSON CONTROLS may use an automated calling device to deliver such notification. 2. The installed Equipment may not operate with other companies' alarm monitoring equipment. If Customer cancels any Service, this incompatibility may prevent Customer from continuing to use the installed Equipment. Customer understands that local laws, ordinances or governmental policies may restrict and/or limit JOHNSON CONTROLS's ability to provide alarm monitoring and notification services and/or necessitate modified or additional services and expense to Customer. 3. Customer understands that JOHNSON CONTROLS may employ any number of industry-recognized measures to help reduce occurrences of false alarms. These measures include, but are not limited to, implementation of default settings on alarm panels and various procedures at JOHNSON CONTROLS's CMC to determine when and how to respond, if at all, to certain alarm events. Customer consents to the use of these measures and agrees these measures can result in no alarm signal being sent from an alarm zone in Customer's premises after the initial activation until the Customer manually resets the system. Customer understands that, upon receiving notification that an alarm signal has been received by JOHNSON CONTROLS, the police department, fire department or other responding authority may forcibly enter my premises. 4. Intrusion detection/burglar alarm equipment may require activation of two sensors, or a second activation of a single sensor, or activation of a continuous alarm event from a single sensor to meet the requirements of local laws, ordinances or other requirements of the police department. Customer is solely responsible for operating on-premises bypass or switch units to disconnect or reconnect the alarm sounding or transmitting equipment. 5. If such service is available/required in Customer's location a "Direct Connection" may be made to the Customer's police, fire department, or other agency, and signals transmitted by the System will be monitored directly by such police, fire department, or other agency personnel (collectively, "Municipal Personnel"), none of whom are agents of JOHNSON CONTROLS. JOHNSON CONTROLS does not assume any responsibility or liability for the manner in which such signals are monitored or the response, if any, made by such Municipal Personnel to such signals. 6. If Customer chooses a JOHNSON CONTROLS approved cellular back-up service, alarm signals may be transmitted to JOHNSON CONTROLS's CMC from Customer's premises over a cellular communications network if Customer's traditional telephone service is interrupted. 6. 5 day Familiarization Period. If a 5 day familiarization period is required by Law and/or is requested by Customer and agreed to by JOHNSON CONTROLS for Customer to become familiar with system operation, Customer agrees that during the 5 day period that immediately follows the completion of the installation and connection to JOHNSON CONTROLS's CMC, JOHNSON CONTROLS has no obligation and will not respond to any signal (including an alarm signal) received at JOHNSON CONTROLS's CMC from Customer's Premises. Customer also agrees that during this period, JOHNSON CONTROLS has no obligation and will not attempt to notify any authorities, Customer or persons on Customer's ECL or take any other action in respect of a signal.

A.2. Communication Facilities. (a) Authorization. To facilitate Johnson Controls' ability to provide Service under this Agreement, Johnson Controls to request information, service, or equipment in any respect on behalf of Customer to Customer's telephone service provider, wireless carrier, or other entity providing communication facilities or services for transmission of alarm signals (the "TeleCo"). (b) Digital Communicator. If a Digital Communicator is used to connect to Johnson Controls' CMC, Customer will provide a connection through a telephone jack to Customer's TeleCo service as required to operate the System, Equipment, or to provide the Service. Such connection will be electrically first before any other telephone or Customer equipment, and will be located within 10 feet of the alarm/control panel. Johnson Controls will provide such connection at Customer's request and expense. (c) General. Customer understands that: (a) The TeleCo's liability is limited to the same extent as JCI's liability in Paragraph E of this Agreement; (b) JCI will not receive alarm signals, voice data or images (collectively "alarm signals") when the communication mode is not operating or has been cut, interfered with or is otherwise damaged, or if the alarm system is unable to acquire, transmit or maintain an alarm signal over the Customer's communication mode for any reason; (c) Customer acknowledges that any decision to use a non-approved TeleCo service as the means for transmitting alarm signals is based on Customer's own independent business judgment and that such decision is made without any assistance or recommendation from JCI. If JCI determines in its sole discretion that Customer's communication mode is, or later becomes non-compatible, or if Customer changes to another communication mode that is non-compatible, then Customer must put in place an alternate mode of communication between Customer's alarm system and JCI's CMC that is acceptable to JCI; (d) Transmission of fire alarm signals by means other than a traditional telephone line may not comply with applicable fire alarm or other standards or codes, and it is solely Customer's obligation to ensure compliance with such standards and codes; (e) If the alarm system has a line-cut feature, it may not always be able to detect if my communication line is cut or interrupted. JOHNSON CONTROLS' RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN CUSTOMER'S PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JOHNSON CONTROLS CMC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELECO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELECO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELECO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELECOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JOHNSON CONTROLS' ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELECO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JOHNSON CONTROLS WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELECO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELECO SERVICE'S DATA FORMAT AFTER JOHNSON CONTROLS' INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELECO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JOHNSON CONTROLS' CMC. IF Johnson Controls DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS COMPATIBLE, Johnson Controls WILL PERMIT CUSTOMER TO USE ITS TELECO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS. ALTHOUGH CUSTOMER UNDERSTANDS THAT Johnson Controls RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO Johnson Controls' CMC REGARDLESS OF THE TYPE OF TELECO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF Johnson Controls DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELECO SERVICE THAT IS NOT COMPATIBLE, THEN Johnson Controls WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO Johnson Controls AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO Johnson Controls' CMC. Johnson Controls WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELECO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELECO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELECO SERVICE IS INTERRUPTED, AND THAT Johnson Controls MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELECO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELECO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF Johnson Controls. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELECO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELECO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

A.3.1. Enhanced Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.2. Expert Maintenance Service Plan ("Expert Maintenance"). 1. If Expert Maintenance is purchased, Johnson Controls will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under Expert Maintenance and any requested service will be provided on a time and materials

basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) "Conditions" not covered by Warranty shown below. Customer shall pay for any related labor and/or materials for such work at Johnson Controls' then applicable rates. Additional charges may apply for service requiring the use of a lift. Johnson Controls' obligation to perform Expert Maintenance service relates solely to the covered Equipment. 2. If Expert Maintenance is not purchased prior to the expiration of the Equipment Warranty, Johnson Controls will provide such Expert Maintenance only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Johnson Controls' specifications and/or the standards set by applicable law. 3. Expert Maintenance will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Expert Maintenance performed outside of these hours is subject to additional charges. Provision of Expert Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer ("OEM"). 4. The expense of all extraordinary maintenance and repair necessitated by or due to changes or alterations in the Customer's premises, alterations to the Covered System made by or at the request of Customer, or made necessary by damage to the premises or to the Covered System, or to any cause beyond the control of JOHNSON CONTROLS, will be borne by the Customer.

A.3.3. Optimum Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.4. Essential Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.4. Testing/Inspections Service ("T/I"). If T/I Service is purchased, Johnson Controls will provide the number of inspections/tests on the covered Equipment as specified in this Agreement. Such T/I Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). T/I Service performed outside of these hours is subject to additional charges. If the Customer's facility is located more than 50 kilometers away from a Johnson Controls location, Customer will pay for travel, accommodation, and related costs at Johnson Controls' then applicable rates.

A.5. Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.7. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.8. Hosted Access. Intentionally left blank - Services have not been purchased.

A.9. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.10. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.10. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.11. Software Support Services – No Upgrades. Intentionally left blank - Services have not been purchased.

A.12. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank – Lynx System/Services have not been purchased.

A.13. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.

A.14. Proactive Health Services. Intentionally left blank - Services have not been purchased.

A.15. Halo Smart Sensor System. Intentionally left blank - System have not been purchased.

A.16. CloudVue Service. Intentionally left blank - Services have not been purchased.

A.17. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.

A.18. Sabre Systems Service. Intentionally left blank - Services have not been purchased.

A.19. Cantronics Telethermographic Device. Intentionally left blank - Services have not been purchased.

A.20. Digital Barriers Telethermographic System. Intentionally left blank - Services have not been purchased.

A.21. Qolsys Panel. Intentionally left blank - Panel have not been purchased.

A.23. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.24. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Training Services.

B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.

3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.

4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE. Johnson Controls makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

5. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Johnson Controls, such as suggestions as to design use and suitability of the Equipment and products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that Johnson Controls is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of the Equipment or products. Customer assumes exclusive responsibility for determining if the Equipment and products supplied by

Johnson Controls are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the Equipment or products.

C. System Requirements, Miscellaneous. The following provisions apply to all Systems, Equipment, or Services installed or furnished by Johnson Controls under this Agreement. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories of Canada. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 4. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation.

7. Closed Circuit Television ("CCTV")/Video Equipment. Intentionally left blank – no CCTV/Video Equipment has been purchased.

D. Electronic Media; Personal Information;. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consent of the third parties, whose personal information Customer has provided to Johnson Controls, to use such information for the administration of Customer's account and as provided in this Agreement. Customer consents to Johnson Controls' collection, use, disclosure and transfer of Customer's personal information and that of third parties provided by Customer, including the use of service providers outside of Canada, for the purposes of setting up and administering the Services provided under this Agreement as well as administering the relationship between Customer and Johnson Controls (including credit approval, invoicing, collection and providing you with information on new equipment or services). Johnson Controls may collect (including Customer's consent to record telephone conversations), use, disclose and transfer Customer's personal information and that of third parties provided by Customer to Johnson Controls' parents, affiliates, subsidiaries and successor corporations or any subcontractor or assignee of this Contract within or outside Canada and thereby subject such information to the laws of such countries or any applicable authority having jurisdiction that requests such information to administer alarm monitoring services or alarm system license, permit or similar programs. Customer hereby consents to Johnson Controls performing commercially reasonable credit reference verifications and authorizes Johnson Controls or its service provider or assignee of this Agreement to consult third parties for credit reports or recommendations as to Customer's solvency.

E. Limitation of Liability. 1. Johnson Controls is not an insurer. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Services, System and Equipment provided and are unrelated to the value of Customer's property, the property of others located in Customer's premises, or any risk of loss on Customer's premises. 2. Johnson Controls' services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. Johnson Controls MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Accordingly, Johnson Controls and its suppliers do not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not Johnson Controls nor its suppliers. Insurance, if any, covering such risk shall be obtained by Customer. Neither of Johnson Controls nor its suppliers shall have any liability for loss, damage or injury due directly or indirectly to events, or the consequences therefrom, which the System or Services are intended to detect or avert. Customer shall look exclusively to its insurer and not to Johnson Controls or its suppliers to pay Customer in the event of any such loss, damage or injury. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Johnson Controls and its suppliers arising as a result of paying any claim for loss, damage or injury of Customer or another person.

3. If notwithstanding the provisions of this Section E, Johnson Controls and/or one or more of its suppliers are found liable for loss, damage or injury under any legal theory due to a failure of the Services, System or Equipment in any respect, the liability of Johnson Controls and its suppliers shall be limited to a sum equal to 10% of the Annual Service Charge or \$1,000, whichever is greater, as agreed upon damages and not as a penalty, as Customer's sole remedy. This will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from Johnson Controls' or its suppliers' failure to perform any of its obligations under this Agreement. If Customer requests, Johnson Controls may assume greater liability by attaching a Rider to this Agreement stating the extent of Johnson Controls' additional liability and the additional charges Customer will pay for Johnson Controls' assumption of such greater liability. However, such additional charges are not insurance premiums and Johnson Controls is not an insurer even if it enters into such a Rider.

4. The provisions of this Section E shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to Johnson Controls' or its suppliers' performance or nonperformance of their respective obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of Johnson Controls, its suppliers, agents or employees.

If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against Johnson Controls or its suppliers in any way relating to the Services, System or Equipment that are the subjects of this Agreement, then Customer shall indemnify and hold Johnson Controls and its suppliers harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

5. No suit or action shall be brought against Johnson Controls or its suppliers, agents, employees, subsidiaries, affiliates or parents (both direct and indirect) more than one year after the incident that resulted in the loss, injury or damage occurred. Except as provided for herein, Johnson Controls' claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. 6. The provisions of this Section E shall apply to and benefit Johnson Controls and its agents, employees, contractors, subsidiaries, affiliates, parents (both direct and indirect), vendors, suppliers and affinity marketers. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, then that department or other organization may also invoke the provisions of this Section E against any claims due to any failure of such department or organization. Johnson Controls and its suppliers are not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. 1. Other Charges; Remedies; Default; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 2. Termination. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Johnson Controls and will give Johnson Controls, without prejudice to any other right or remedy, the right to without notice: (a) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Johnson Controls' obligations under and/or terminate this Agreement and; (b) to charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (c) pay all of Johnson Controls' costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. Johnson Controls' election to continue providing future Services does not, in any way, diminish Johnson Controls' right to terminate or suspend Services or exercise any or all rights or remedies under this Agreement. Johnson Controls shall not be liable for any damages, claims, expenses or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring Services or Johnson Controls otherwise performs Services at the premises following suspension, those Services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Johnson Controls' efforts to collect payment, Customer shall immediately notify Johnson Controls in writing and explain the basis of the dispute. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. 3. If either party fails to perform any of its material obligations under this Agreement, the other party shall

provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination. 4. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement, or the affected portions, and discontinue any Service(s), at its sole discretion, upon notice to Customer if: (a) Johnson Controls' central monitoring center ("CMC") or remote operations center or either of these centers is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the municipal fire or police department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the Equipment or system not covered under the Warranty or Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in System malfunction; (d) the premises in which the Equipment or system is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls' performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, Equipment, or products (including component parts and/or materials) or because Johnson Controls or its supplier(s) has discontinued the manufacture or the sale of the Equipment and/or products or is no longer in the business of providing the Services; (f) Johnson Controls' performance of its obligations are prohibited because of changes in applicable laws, regulations or codes; (g) Customer fails to make payments when due; (h) in the event Johnson Controls is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement; (i) Customer fails to maintain any required licenses or permits; (j) Johnson Controls receives an excessive number of false alarms. In addition, if the Equipment or system continuously sends signals that Johnson Controls reasonably determines to be false or excessive, the Customer will be responsible for additional costs and fees incurred by Johnson Controls in receiving and/or responding to these signals. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination. Client located in Quebec expressly waives its right to terminate the Agreement unilaterally as provided under section 2125 of the Quebec Civil Code and understands that it must maintain the Services for the Initial Term and any renewal term. Johnson Controls may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Johnson Controls' performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the Canadian Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of Canada or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third-party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. Johnson Controls assumes no liability for delays in installation of the Equipment or for the consequences therefrom, however caused. Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Johnson Controls to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Johnson Controls, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Johnson Controls. If Johnson Controls' performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Johnson Controls shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Johnson Controls is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Johnson Controls will be entitled to extend the relevant completion date by the amount of time that Johnson Controls was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Johnson Controls' cost to perform the services, Customer is obligated to reimburse Johnson Controls for such increased costs, including, without limitation, costs incurred by Johnson Controls for additional labor, inventory storage, expedited shipping fees, trailer and

equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Johnson Controls in connection with the Force Majeure Event.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Digital Enabled Services, Software and Hosted Software Services. If Johnson Controls provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Johnson Controls' cloud-hosted software applications. Customer consents to and grants Johnson Controls right to collect, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Johnson Controls products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Johnson Controls secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Johnson Controls software and related equipment installed at Customer facilities and Johnson Controls cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Johnson Controls Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Johnson Controls' standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Johnson Controls General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the Johnson Controls Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Johnson Controls and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

N. Audio Enabled Devices. Customer acknowledges and agrees that Customer's decision to install and/or activate security equipment with audio recording and/or monitoring capability ("Audio Enabled Devices") is based solely on Customer's own independent business judgment or knowledge of applicable law. Johnson Controls does not recommend, endorse, or render an opinion, legal or otherwise regarding such decision. Certain laws may limit or preclude the use of Audio Enabled Devices in Customer's premises. It is the responsibility of the Customer to know and fully comply with all applicable laws, including but not limited to any or all requirements that clear and conspicuous notice be provided concerning the use of Audio Enabled Devices in Customer's premises. In providing, installing and/or activating such Audio Enabled Devices, Johnson Controls is relying on Customer's representations and agreements and the terms set forth in this Agreement shall fully apply.

O. Privacy. 1. Johnson Controls as Processor: Where Johnson Controls factually acts as Processor of Personal Data (as defined therein) on behalf of Customer, the terms at www.johnsoncontrols.com/dpa shall apply. 2. Johnson Controls as Controller: Johnson Controls will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Johnson Controls' Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Johnson Controls' Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

P. English and French Clause. This Agreement has been drawn up in English at the request of and with the full concurrence of the Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

Q. Choice of Law/Forum.

Johnson Controls shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. This Agreement shall be governed by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non convenience. In the event the matter is submitted to a court, Johnson Controls and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Johnson Controls, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Johnson Controls' reasonable collection costs (including legal fees and expenses).



COMMERCIAL SALES AGREEMENT

TOWN NO.
00013-LONDON

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-8VWHJBN

ADDITIONAL TERMS AND CONDITIONS

DATE: 2/15/2025

Tyco Integrated Fire & Security Canada, Inc. o/a Johnson Controls ("Johnson Controls")

Yatindra Mishra
2400 Skymark Drive,
Mississauga, ON L4W 5K5
Tele. No. (647) 764-6255

Town of Goderich

d/b/a:
("Customer")

Customer Billing Information

57 West Street,
Goderich, ON N7A 2K3
Attn: John Dodie
Tele. No.

Customer Premises Served

52 MONTREAL ST,
GODERICH, ON N7A 2G4
Attn:
Tele. No.

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

TYCO INTEGRATED FIRE & SECURITY CANADA, INC. O/A JOHNSON CONTROLS

Presented by: Yatindra Mishra
(Signature of Johnson Controls Sales Representative)

Sales Agent: Yatindra Mishra
Sales Representative Registration Number (if applicable): _____

CUSTOMER: _____

Accepted By: _____
(Signature of Customer's Authorized Representative)

(Name Printed)

Title: _____

Date Signed: _____



COMMERCIAL SALES AGREEMENT

TOWN NO.
00013-LONDON

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-8WCF94L

DATE: 2/15/2025

Tyco Integrated Fire & Security Canada, Inc. o/a Johnson Controls ("Johnson Controls")
Yatindra Mishra
2400 Skymark Drive,
Mississauga, ON L4W 5K5
Tele. No. (647) 764-6255

Town Of Goderich
d/b/a:
("Customer")
Customer Billing Information
57 West Street,
Goderich, ON N7A 2K3
Attn:
Tele. No.

Customer Premises Served
57 West Street,
Goderich, ON N7A 2K3
Attn:
Tele. No.

This Commercial Sales Agreement is between Customer and Tyco Integrated Fire & Security Canada, Inc. o/a Johnson Controls ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) Scope of Work ("SOW"). This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

I. THE FOLLOWING DOCUMENTS, IF APPLICABLE ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- (a) Hazardous Substance Checklist and Customer Letter
- (b) Scope of Work
- (c) Terms and Conditions
- (d) Additional Terms and Conditions
- (e) Provincial Specific Forms, if applicable (e.g., local permit applications)
- (f) CAF Customer Installation Acceptance Form (specific to Equipment/Services purchased)
- (g) If multiple locations, see attached schedule

II. CHARGES AND FEES; TAXES:

a. **Equipment Installation.** Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values set forth herein. If the schedule of values includes an upfront installation deposit, it will be paid within 30 days of contract signing. Johnson Controls will not commence work until such deposit has been received. The remaining portion of the total installation charge for installation and commissioning will be progress billed monthly through completion of the job. Company progress-based billing can include progress payments for materials, goods, and equipment (ordered, delivered, or stored), and for any pre-design, engineering, installation work or Services. The proposed total installation charge is contingent upon Customer agreeing to these payment and invoicing terms. Any outstanding Installation Charges and/or fees shall be due and payable as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the Statement of Work must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. Until Customer has paid Johnson Controls the Total Installation Charge and fees, and taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all proceeds thereof to secure such payment.

b. **Services.** Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance (the "Annual Service Charges"). Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year.

c. **Term.** The initial term of this Agreement shall be 5 year(s) (the "Initial Term") and shall commence on the date of this Agreement and continue as set forth herein. After the Initial Term, this Agreement will automatically renew for successive terms equal to the same length as the Initial Term unless the Customer or Johnson Controls gives written notice to the other that it does not want to renew at least sixty (60) days before the end of the then-current term (each a "Renewal Term"). The Initial Term and any Renewal Term may be referred to herein as the "Term." If this Agreement is renewed, Johnson Controls will provide Customer with notice of any adjustments in the Charges, fees and/or taxes applicable to the Renewal Term. Unless Customer terminates the Agreement at least sixty (60) days prior to the start of such Renewal Term, the adjusted Charges, fees and/or taxes will be the Charges, fees and taxes for the Renewal Term. Customer agrees to issue and send a purchase order to Johnson Controls at least thirty (30) days prior to expiration of the Initial Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to Johnson Controls. No purchase order is required for any emergency work requested by Customer. Customer shall have no right to reject such invoices due to the lack of a purchase order. For termination prior to the end of the Term, Customer agrees to pay Johnson Controls, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Customer shall provide Johnson Controls with reasonable access to the premises to remove any Johnson Controls property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that Johnson Controls may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

d. **Pricing and Taxes.** If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Notwithstanding any other term in this Agreement, Johnson Controls may increase prices upon notice to Customer to reflect increases in material and labor costs. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to Johnson Controls and the applicable taxing authorities. If Johnson Controls is required to pay any such Taxes or other charges, Customer shall reimburse Johnson Controls on demand. If any such exemption certificate is invalid, then Customer will immediately pay Johnson Controls the amount of the Taxes, plus penalties and interest. Prices may be adjusted by Johnson Controls prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s). Customer agrees to pay any fees or charges imposed by any government body, telephone, communication, or signal transmission company or administration fees or service charges assessed against or by Johnson Controls related to AHJ requirements and/or changes to applicable laws relating to the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement. This Agreement is entered into with the understanding that the Services to be provided by Johnson Controls are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Johnson Controls, Johnson Controls reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Customer shall provide financial information requested by Johnson Controls to verify Customer's ability to pay for goods or services. Work performed on a time and material basis shall be at the then-prevailing Johnson Controls rate for material, labor, and related items, in effect at the time supplied under this Agreement.

e. **Invoicing.** Pricing is based upon the billing and payment terms set forth in this Agreement. Fees and other amounts due hereunder are due thirty (30) days from the date of the invoice, which shall be paid by Customer via ACH/EFT bank transfer. Such payment is a condition precedent to Johnson Controls' obligation to perform Services under the Agreement. Any invoice disputes are waived unless identified in writing by Customer within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. If Customer fails to provide financial information or if Johnson Controls, in its sole discretion has grounds to question Customer's ability or willingness to make payments when due (e.g. not making payments when due, late payments, or a reduction in Customer's credit score), Johnson Controls may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Johnson Controls may have against Customer, Johnson Controls shall provide Customer with advance written notice of changes to payment terms..

III. **ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE:** This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, SOW or other document issued by Customer. Any changes must be mutually agreed to in writing by the authorized representatives of the Customer and Johnson Controls. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within thirty (30) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the

premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE. THIS AGREEMENT IS CONTINGENT ON CREDIT APPROVAL, WHICH MAY BE CHECKED AT JOHNSON CONTROLS' DISCRETION AND REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. SHOULD CREDIT AND/OR APPROVAL BE DECLINED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS' ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.



COMMERCIAL SALES AGREEMENT

TOWN NO.
00013-LONDON

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-8WCF94L

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL
HERE _____

TYCO INTEGRATED FIRE & SECURITY CANADA, INC. O/A JOHNSON CONTROLS

CUSTOMER: _____

Presented by: Yatindra Mishra
(Signature of Johnson Controls Sales Representative)

Accepted By: _____
(Signature of Customer's Authorized Representative)

Sales Agent: Yatindra Mishra

(Name Printed)

Title: _____

Date Signed: _____

CUSTOMER ACCEPTANCE

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 Agreement

YES: Single PO Required for Initial Term

Annual PO Required

ANSC PO Required Yearly (ANSC = Annual Service Charge)

AR Invoice are accepted via e-mail: YES: Email address to be used: _____

NO: Please submit invoices via mail NO: Please submit via _____

[Remainder of Page Left Intentionally Blank]



COMMERCIAL SALES AGREEMENT

TOWN NO.
00013-LONDON

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-8WCF94L

SCOPE OF WORK

IV. SCOPE OF WORK ("SOW"): Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Johnson Controls Owned - Johnson Controls may remove or upon written notice to the Customer, abandon in whole or in part, all devices, instruments, appliances, cabinets, and other materials associated with the system, upon termination of this agreement, without obligation to repair or redecorate any portion of the Customer's premises upon such removal, and the removal or abandonment of such materials shall not be held to constitute a waiver of the right of Johnson Controls to collect any charges which have been accrued or may be accrued hereunder.

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:
Video Surveillance Services:
Managed Access Control Services:
Video Equipment:
Preventive Maintenance/Inspection:
Additional Services:

Fire System Monitoring
No Service Selected
No Service Selected
No Service Selected
Other System Expert Maintenance, Fire Annual Inspection (Hardware Only)
IP Communication (Primary) with Cell Backup, Proactive Battery Replacement Service

C. Equipment to be Installed ("Equipment"): Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(es). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facilities as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's communications facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) providing and installing software/firmware required by the Equipment; (v) performing testing as required to establish that the Equipment is connected, is functioning according to its specifications, and is communicating over Customer's communications facilities; and (vi) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	DSC NEOControlPanelKit.ContainsoneHS2032NKcontrolpanel,oneHS2LCDFullMessageLCDHardwiredKeypadandoneT	
1	This item identifies the estimate as Standard and NOT PART of Technology Refresh of older Tech	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount:	\$1,510.00
* Estimated Tax(es):	\$0.00
TOTAL INSTALLATION CHARGE:	\$1,510.00
Installation Deposit Amount:	\$906.00

Planned Monthly Progress Billing Schedule of Values	
Description	%
Deposit/Advance Payment/Mobilization	60%
Monthly Progress Billing (Installation/Commissioning)	40%

2. Annual Service Charge:

Annual Service Charge Amount:	\$1,216.58
* Estimated Tax(es):	\$0.00
TOTAL ANNUAL SERVICE CHARGE:	\$1,216.58

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

E. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: John Dobie <jdobie@goderich.ca>; Facilities Service Manager Sales rep : Yatindra Mishra, 416-550-1948, yatindra.mishra@jci.com

System Operation: Existing Fire monitoring system on PC1864 to be upgraded to DSC Neo Fire monitoring kit. Call list to remain same. Please use existing cabling.

Programming Info:

Site Conditions: Standard BA programming.

Existing Equipment:

Customer Expectations:

Training Expectations: Please train the client in using the system.

General Comments:

Customer Responsibilities / Johnson Controls Exclusions: "Client to supply 1 AC 110V GFI outlet beside control on dedicated breaker to hardwire TIFS Supplied transformer into outlet. Operating telco line at location of head end equipment. If signal from cell device that is hooked up to TIFS monitoring panel is not strong enough then extra charges to apply to solve problem. Coordinate with manager on duty. To make passage and work spaces clear prior to starting work or bringing equipment. Utilize all existing devices/equipment where possible. TIF&S is not responsible for patch work and redecorating."

Documentation Needs:

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V. Customer and Johnson Controls agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification ("Alarm Monitoring") Services. 1. If Customer has purchased alarm monitoring service that includes response by police, fire department, guard, medical emergency notification or two way voice monitoring services and such an alarm is received at JCI's CMC, then JCI may, in its sole discretion or if required by law, attempt to contact Customer and/or anyone Customer has identified on Customer's Emergency Contact List ("ECL") to confirm that the alarm is not false. If JOHNSON CONTROLS does not contact Customer or someone on Customer's ECL or, if JOHNSON CONTROLS questions the response received upon such contact, then: (a) JOHNSON CONTROLS will attempt to notify the appropriate police or fire department; or, (b) if Guard Response Service is being provided and an alarm requires police response, JOHNSON CONTROLS will attempt to dispatch a representative to make an investigation of the exterior of the premises from his/her vehicle and, upon evidence of a crime, JOHNSON CONTROLS will attempt to notify the appropriate police department. Customer agrees that JOHNSON CONTROLS will have no liability pertaining to the recording (or failure to record) or publication of any communications, Internet, or other Video recordings or the quality of such recordings, if any. If JOHNSON CONTROLS provides supervisory alarm or trouble alarm monitoring services (or if such services are actively programmed into the System) and such an alarm is received at JOHNSON CONTROLS's CMC, JOHNSON CONTROLS may attempt to notify Customer's designated representative. JOHNSON CONTROLS may use an automated calling device to deliver such notification. 2. The installed Equipment may not operate with other companies' alarm monitoring equipment. If Customer cancels any Service, this incompatibility may prevent Customer from continuing to use the installed Equipment. Customer understands that local laws, ordinances or governmental policies may restrict and/or limit JOHNSON CONTROLS's ability to provide alarm monitoring and notification services and/or necessitate modified or additional services and expense to Customer. 3. Customer understands that JOHNSON CONTROLS may employ any number of industry-recognized measures to help reduce occurrences of false alarms. These measures include, but are not limited to, implementation of default settings on alarm panels and various procedures at JOHNSON CONTROLS's CMC to determine when and how to respond, if at all, to certain alarm events. Customer consents to the use of these measures and agrees these measures can result in no alarm signal being sent from an alarm zone in Customer's premises after the initial activation until the Customer manually resets the system. Customer understands that, upon receiving notification that an alarm signal has been received by JOHNSON CONTROLS, the police department, fire department or other responding authority may forcibly enter my premises. 4. Intrusion detection/burglar alarm equipment may require activation of two sensors, or a second activation of a single sensor, or activation of a continuous alarm event from a single sensor to meet the requirements of local laws, ordinances or other requirements of the police department. Customer is solely responsible for operating on-premises bypass or switch units to disconnect or reconnect the alarm sounding or transmitting equipment. 5. If such service is available/required in Customer's location a "Direct Connection" may be made to the Customer's police, fire department, or other agency, and signals transmitted by the System will be monitored directly by such police, fire department, or other agency personnel (collectively, "Municipal Personnel"), none of whom are agents of JOHNSON CONTROLS. JOHNSON CONTROLS does not assume any responsibility or liability for the manner in which such signals are monitored or the response, if any, made by such Municipal Personnel to such signals. 6. If Customer chooses a JOHNSON CONTROLS approved cellular back-up service, alarm signals may be transmitted to JOHNSON CONTROLS's CMC from Customer's premises over a cellular communications network if Customer's traditional telephone service is interrupted. 6. 5 day Familiarization Period. If a 5 day familiarization period is required by Law and/or is requested by Customer and agreed to by JOHNSON CONTROLS for Customer to become familiar with system operation, Customer agrees that during the 5 day period that immediately follows the completion of the installation and connection to JOHNSON CONTROLS's CMC, JOHNSON CONTROLS has no obligation and will not respond to any signal (including an alarm signal) received at JOHNSON CONTROLS's CMC from Customer's Premises. Customer also agrees that during this period, JOHNSON CONTROLS has no obligation and will not attempt to notify any authorities, Customer or persons on Customer's ECL or take any other action in respect of a signal.

A.2. Communication Facilities. (a) Authorization. To facilitate Johnson Controls' ability to provide Service under this Agreement, Johnson Controls to request information, service, or equipment in any respect on behalf of Customer to Customer's telephone service provider, wireless carrier, or other entity providing communication facilities or services for transmission of alarm signals (the "TeleCo"). (b) Digital Communicator. If a Digital Communicator is used to connect to Johnson Controls' CMC, Customer will provide a connection through a telephone jack to Customer's TeleCo service as required to operate the System, Equipment, or to provide the Service. Such connection will be electrically first before any other telephone or Customer equipment, and will be located within 10 feet of the alarm/control panel. Johnson Controls will provide such connection at Customer's request and expense. (c) General. Customer understands that: (a) The TeleCo's liability is limited to the same extent as JCI's liability in Paragraph E of this Agreement; (b) JCI will not receive alarm signals, voice data or images (collectively "alarm signals") when the communication mode is not operating or has been cut, interfered with or is otherwise damaged, or if the alarm system is unable to acquire, transmit or maintain an alarm signal over the Customer's communication mode for any reason; (c) Customer acknowledges that any decision to use a non-approved TeleCo service as the means for transmitting alarm signals is based on Customer's own independent business judgment and that such decision is made without any assistance or recommendation from JCI. If JCI determines in its sole discretion that Customer's communication mode is, or later becomes non-compatible, or if Customer changes to another communication mode that is non-compatible, then Customer must put in place an alternate mode of communication between Customer's alarm system and JCI's CMC that is acceptable to JCI; (d) Transmission of fire alarm signals by means other than a traditional telephone line may not comply with applicable fire alarm or other standards or codes, and it is solely Customer's obligation to ensure compliance with such standards and codes; (e) If the alarm system has a line-cut feature, it may not always be able to detect if my communication line is cut or interrupted. JOHNSON CONTROLS' RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN CUSTOMER'S PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JOHNSON CONTROLS CMC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELECO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELECO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELECO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELECOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JOHNSON CONTROLS' ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELECO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JOHNSON CONTROLS WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELECO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELECO SERVICE'S DATA FORMAT AFTER JOHNSON CONTROLS' INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELECO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JOHNSON CONTROLS' CMC. IF Johnson Controls DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS COMPATIBLE, Johnson Controls WILL PERMIT CUSTOMER TO USE ITS TELECO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS. ALTHOUGH CUSTOMER UNDERSTANDS THAT Johnson Controls RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO Johnson Controls' CMC REGARDLESS OF THE TYPE OF TELECO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF Johnson Controls DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELECO SERVICE THAT IS NOT COMPATIBLE, THEN Johnson Controls WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO Johnson Controls AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO Johnson Controls' CMC. Johnson Controls WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELECO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELECO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELECO SERVICE IS INTERRUPTED, AND THAT Johnson Controls MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELECO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELECO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF Johnson Controls. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELECO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELECO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

A.3.1. Enhanced Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.2. Expert Maintenance Service Plan ("Expert Maintenance"). 1. If Expert Maintenance is purchased, Johnson Controls will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under Expert Maintenance and any requested service will be provided on a time and materials

basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) "Conditions" not covered by Warranty shown below. Customer shall pay for any related labor and/or materials for such work at Johnson Controls' then applicable rates. Additional charges may apply for service requiring the use of a lift. Johnson Controls' obligation to perform Expert Maintenance service relates solely to the covered Equipment. 2. If Expert Maintenance is not purchased prior to the expiration of the Equipment Warranty, Johnson Controls will provide such Expert Maintenance only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Johnson Controls' specifications and/or the standards set by applicable law. 3. Expert Maintenance will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Expert Maintenance performed outside of these hours is subject to additional charges. Provision of Expert Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer ("OEM"). 4. The expense of all extraordinary maintenance and repair necessitated by or due to changes or alterations in the Customer's premises, alterations to the Covered System made by or at the request of Customer, or made necessary by damage to the premises or to the Covered System, or to any cause beyond the control of JOHNSON CONTROLS, will be borne by the Customer.

A.3.3. Optimum Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.4. Essential Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.4. Testing/Inspections Service ("T/I"). If T/I Service is purchased, Johnson Controls will provide the number of inspections/tests on the covered Equipment as specified in this Agreement. Such T/I Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). T/I Service performed outside of these hours is subject to additional charges. If the Customer's facility is located more than 50 kilometers away from a Johnson Controls location, Customer will pay for travel, accommodation, and related costs at Johnson Controls' then applicable rates.

A.5. Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.7. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.8. Hosted Access. Intentionally left blank - Services have not been purchased.

A.9. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.10. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.10. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.11. Software Support Services – No Upgrades. Intentionally left blank - Services have not been purchased.

A.12. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank – Lynx System/Services have not been purchased.

A.13. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.

A.14. Proactive Health Services. Intentionally left blank - Services have not been purchased.

A.15. Halo Smart Sensor System. Intentionally left blank - System have not been purchased.

A.16. CloudVue Service. Intentionally left blank - Services have not been purchased.

A.17. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.

A.18. Sabre Systems Service. Intentionally left blank - Services have not been purchased.

A.19. Cantronics Telethermographic Device. Intentionally left blank - Services have not been purchased.

A.20. Digital Barriers Telethermographic System. Intentionally left blank - Services have not been purchased.

A.21. Qolsys Panel. Intentionally left blank - Panel have not been purchased.

A.23. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.24. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Training Services.

B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.

3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.

4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE. Johnson Controls makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

5. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Johnson Controls, such as suggestions as to design use and suitability of the Equipment and products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that Johnson Controls is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of the Equipment or products. Customer assumes exclusive responsibility for determining if the Equipment and products supplied by

Johnson Controls are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the Equipment or products.

C. System Requirements, Miscellaneous. The following provisions apply to all Systems, Equipment, or Services installed or furnished by Johnson Controls under this Agreement. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories of Canada. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 4. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation.

7. Closed Circuit Television ("CCTV")/Video Equipment. Intentionally left blank – no CCTV/Video Equipment has been purchased.

D. Electronic Media; Personal Information;. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consent of the third parties, whose personal information Customer has provided to Johnson Controls, to use such information for the administration of Customer's account and as provided in this Agreement. Customer consents to Johnson Controls' collection, use, disclosure and transfer of Customer's personal information and that of third parties provided by Customer, including the use of service providers outside of Canada, for the purposes of setting up and administering the Services provided under this Agreement as well as administering the relationship between Customer and Johnson Controls (including credit approval, invoicing, collection and providing you with information on new equipment or services). Johnson Controls may collect (including Customer's consent to record telephone conversations), use, disclose and transfer Customer's personal information and that of third parties provided by Customer to Johnson Controls' parents, affiliates, subsidiaries and successor corporations or any subcontractor or assignee of this Contract within or outside Canada and thereby subject such information to the laws of such countries or any applicable authority having jurisdiction that requests such information to administer alarm monitoring services or alarm system license, permit or similar programs. Customer hereby consents to Johnson Controls performing commercially reasonable credit reference verifications and authorizes Johnson Controls or its service provider or assignee of this Agreement to consult third parties for credit reports or recommendations as to Customer's solvency.

E. Limitation of Liability. 1. Johnson Controls is not an insurer. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Services, System and Equipment provided and are unrelated to the value of Customer's property, the property of others located in Customer's premises, or any risk of loss on Customer's premises. 2. Johnson Controls' services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. Johnson Controls MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Accordingly, Johnson Controls and its suppliers do not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not Johnson Controls nor its suppliers. Insurance, if any, covering such risk shall be obtained by Customer. Neither of Johnson Controls nor its suppliers shall have any liability for loss, damage or injury due directly or indirectly to events, or the consequences therefrom, which the System or Services are intended to detect or avert. Customer shall look exclusively to its insurer and not to Johnson Controls or its suppliers to pay Customer in the event of any such loss, damage or injury. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Johnson Controls and its suppliers arising as a result of paying any claim for loss, damage or injury of Customer or another person.

3. If notwithstanding the provisions of this Section E, Johnson Controls and/or one or more of its suppliers are found liable for loss, damage or injury under any legal theory due to a failure of the Services, System or Equipment in any respect, the liability of Johnson Controls and its suppliers shall be limited to a sum equal to 10% of the Annual Service Charge or \$1,000, whichever is greater, as agreed upon damages and not as a penalty, as Customer's sole remedy. This will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from Johnson Controls' or its suppliers' failure to perform any of its obligations under this Agreement. If Customer requests, Johnson Controls may assume greater liability by attaching a Rider to this Agreement stating the extent of Johnson Controls' additional liability and the additional charges Customer will pay for Johnson Controls' assumption of such greater liability. However, such additional charges are not insurance premiums and Johnson Controls is not an insurer even if it enters into such a Rider.

4. The provisions of this Section E shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to Johnson Controls' or its suppliers' performance or nonperformance of their respective obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of Johnson Controls, its suppliers, agents or employees.

If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against Johnson Controls or its suppliers in any way relating to the Services, System or Equipment that are the subjects of this Agreement, then Customer shall indemnify and hold Johnson Controls and its suppliers harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

5. No suit or action shall be brought against Johnson Controls or its suppliers, agents, employees, subsidiaries, affiliates or parents (both direct and indirect) more than one year after the incident that resulted in the loss, injury or damage occurred. Except as provided for herein, Johnson Controls' claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. 6. The provisions of this Section E shall apply to and benefit Johnson Controls and its agents, employees, contractors, subsidiaries, affiliates, parents (both direct and indirect), vendors, suppliers and affinity marketers. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, then that department or other organization may also invoke the provisions of this Section E against any claims due to any failure of such department or organization. Johnson Controls and its suppliers are not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. 1. Other Charges; Remedies; Default; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 2. Termination. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Johnson Controls and will give Johnson Controls, without prejudice to any other right or remedy, the right to without notice: (a) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Johnson Controls' obligations under and/or terminate this Agreement and; (b) to charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (c) pay all of Johnson Controls' costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. Johnson Controls' election to continue providing future Services does not, in any way, diminish Johnson Controls' right to terminate or suspend Services or exercise any or all rights or remedies under this Agreement. Johnson Controls shall not be liable for any damages, claims, expenses or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring Services or Johnson Controls otherwise performs Services at the premises following suspension, those Services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Johnson Controls' efforts to collect payment, Customer shall immediately notify Johnson Controls in writing and explain the basis of the dispute. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. 3. If either party fails to perform any of its material obligations under this Agreement, the other party shall

provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination. 4. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement, or the affected portions, and discontinue any Service(s), at its sole discretion, upon notice to Customer if: (a) Johnson Controls' central monitoring center ("CMC") or remote operations center or either of these centers is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the municipal fire or police department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the Equipment or system not covered under the Warranty or Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in System malfunction; (d) the premises in which the Equipment or system is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls' performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, Equipment, or products (including component parts and/or materials) or because Johnson Controls or its supplier(s) has discontinued the manufacture or the sale of the Equipment and/or products or is no longer in the business of providing the Services; (f) Johnson Controls' performance of its obligations are prohibited because of changes in applicable laws, regulations or codes; (g) Customer fails to make payments when due; (h) in the event Johnson Controls is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement; (i) Customer fails to maintain any required licenses or permits; (j) Johnson Controls receives an excessive number of false alarms. In addition, if the Equipment or system continuously sends signals that Johnson Controls reasonably determines to be false or excessive, the Customer will be responsible for additional costs and fees incurred by Johnson Controls in receiving and/or responding to these signals. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination. Client located in Quebec expressly waives its right to terminate the Agreement unilaterally as provided under section 2125 of the Quebec Civil Code and understands that it must maintain the Services for the Initial Term and any renewal term. Johnson Controls may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Johnson Controls' performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the Canadian Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of Canada or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third-party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. Johnson Controls assumes no liability for delays in installation of the Equipment or for the consequences therefrom, however caused. Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Johnson Controls to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Johnson Controls, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Johnson Controls. If Johnson Controls' performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Johnson Controls shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Johnson Controls is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Johnson Controls will be entitled to extend the relevant completion date by the amount of time that Johnson Controls was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Johnson Controls' cost to perform the services, Customer is obligated to reimburse Johnson Controls for such increased costs, including, without limitation, costs incurred by Johnson Controls for additional labor, inventory storage, expedited shipping fees, trailer and

equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Johnson Controls in connection with the Force Majeure Event.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Digital Enabled Services, Software and Hosted Software Services. If Johnson Controls provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Johnson Controls' cloud-hosted software applications. Customer consents to and grants Johnson Controls right to collect, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Johnson Controls products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Johnson Controls secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Johnson Controls software and related equipment installed at Customer facilities and Johnson Controls cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Johnson Controls Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Johnson Controls' standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Johnson Controls General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the Johnson Controls Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Johnson Controls and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

N. Audio Enabled Devices. Customer acknowledges and agrees that Customer's decision to install and/or activate security equipment with audio recording and/or monitoring capability ("Audio Enabled Devices") is based solely on Customer's own independent business judgment or knowledge of applicable law. Johnson Controls does not recommend, endorse, or render an opinion, legal or otherwise regarding such decision. Certain laws may limit or preclude the use of Audio Enabled Devices in Customer's premises. It is the responsibility of the Customer to know and fully comply with all applicable laws, including but not limited to any or all requirements that clear and conspicuous notice be provided concerning the use of Audio Enabled Devices in Customer's premises. In providing, installing and/or activating such Audio Enabled Devices, Johnson Controls is relying on Customer's representations and agreements and the terms set forth in this Agreement shall fully apply.

O. Privacy. 1. Johnson Controls as Processor: Where Johnson Controls factually acts as Processor of Personal Data (as defined therein) on behalf of Customer, the terms at www.johnsoncontrols.com/dpa shall apply. 2. Johnson Controls as Controller: Johnson Controls will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Johnson Controls' Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Johnson Controls' Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

P. English and French Clause. This Agreement has been drawn up in English at the request of and with the full concurrence of the Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

Q. Choice of Law/Forum.

Johnson Controls shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. This Agreement shall be governed by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniense. In the event the matter is submitted to a court, Johnson Controls and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Johnson Controls, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Johnson Controls' reasonable collection costs (including legal fees and expenses).



COMMERCIAL SALES AGREEMENT

TOWN NO.
00013-LONDON

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-8WCF94L

ADDITIONAL TERMS AND CONDITIONS

DATE: 2/15/2025

Tyco Integrated Fire & Security Canada, Inc. o/a Johnson Controls ("Johnson Controls")

Yatindra Mishra
2400 Skymark Drive,
Mississauga, ON L4W 5K5
Tele. No. (647) 764-6255

Town Of Goderich
d/b/a:

("Customer")

Customer Billing Information

57 West Street,
Goderich, ON N7A 2K3

Attn:
Tele. No.

Customer Premises Served

57 West Street,
Goderich, ON N7A 2K3

Attn:
Tele. No.

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

TYCO INTEGRATED FIRE & SECURITY CANADA, INC. O/A JOHNSON CONTROLS

Presented by: Yatindra Mishra
(Signature of Johnson Controls Sales Representative)

Sales Agent: Yatindra Mishra
Sales Representative Registration Number (if applicable): _____

CUSTOMER: _____

Accepted By: _____
(Signature of Customer's Authorized Representative)

(Name Printed)

Title: _____

Date Signed: _____



COMMERCIAL SALES AGREEMENT

TOWN NO.
00013-LONDON

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-8WCFJ0Z

DATE: 2/15/2025

Tyco Integrated Fire & Security Canada, Inc. o/a Johnson Controls ("Johnson Controls")
Yatindra Mishra
2400 Skymark Drive,
Mississauga, ON L4W 5K5
Tele. No. (647) 764-6255

Town of Goderich
d/b/a:
("Customer")
Customer Billing Information
180 CAMBRIA RD N,
GODERICH, ON N7A 4N8
Attn: John Dobbie
Tele. No.

Customer Premises Served
180 CAMBRIA RD N,
GODERICH, ON N7A 4N8
Attn:
Tele. No.

This Commercial Sales Agreement is between Customer and Tyco Integrated Fire & Security Canada, Inc. o/a Johnson Controls ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) Scope of Work ("SOW"). This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

I. THE FOLLOWING DOCUMENTS, IF APPLICABLE ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- (a) Hazardous Substance Checklist and Customer Letter
- (b) Scope of Work
- (c) Terms and Conditions
- (d) Additional Terms and Conditions
- (e) Provincial Specific Forms, if applicable (e.g., local permit applications)
- (f) CAF Customer Installation Acceptance Form (specific to Equipment/Services purchased)
- (g) If multiple locations, see attached schedule

II. CHARGES AND FEES; TAXES:

a. Equipment Installation. Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values set forth herein. If the schedule of values includes an upfront installation deposit, it will be paid within 30 days of contract signing. Johnson Controls will not commence work until such deposit has been received. The remaining portion of the total installation charge for installation and commissioning will be progress billed monthly through completion of the job. Company progress-based billing can include progress payments for materials, goods, and equipment (ordered, delivered, or stored), and for any pre-design, engineering, installation work or Services. The proposed total installation charge is contingent upon Customer agreeing to these payment and invoicing terms. Any outstanding Installation Charges and/or fees shall be due and payable as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the Statement of Work must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. Until Customer has paid Johnson Controls the Total Installation Charge and fees, and taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all proceeds thereof to secure such payment.

b. Services. Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance (the "Annual Service Charges"). Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year.

c. Term. The initial term of this Agreement shall be 5 year(s) (the "Initial Term") and shall commence on the date of this Agreement and continue as set forth herein. After the Initial Term, this Agreement will automatically renew for successive terms equal to the same length as the Initial Term unless the Customer or Johnson Controls gives written notice to the other that it does not want to renew at least sixty (60) days before the end of the then-current term (each a "Renewal Term"). The Initial Term and any Renewal Term may be referred to herein as the "Term." If this Agreement is renewed, Johnson Controls will provide Customer with notice of any adjustments in the Charges, fees and/or taxes applicable to the Renewal Term. Unless Customer terminates the Agreement at least sixty (60) days prior to the start of such Renewal Term, the adjusted Charges, fees and/or taxes will be the Charges, fees and taxes for the Renewal Term. Customer agrees to issue and send a purchase order to Johnson Controls at least thirty (30) days prior to expiration of the Initial Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to Johnson Controls. No purchase order is required for any emergency work requested by Customer. Customer shall have no right to reject such invoices due to the lack of a purchase order. For termination prior to the end of the Term, Customer agrees to pay Johnson Controls, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Customer shall provide Johnson Controls with reasonable access to the premises to remove any Johnson Controls property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that Johnson Controls may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

d. Pricing and Taxes. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Notwithstanding any other term in this Agreement, Johnson Controls may increase prices upon notice to Customer to reflect increases in material and labor costs. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to Johnson Controls and the applicable taxing authorities. If Johnson Controls is required to pay any such Taxes or other charges, Customer shall reimburse Johnson Controls on demand. If any such exemption certificate is invalid, then Customer will immediately pay Johnson Controls the amount of the Taxes, plus penalties and interest. Prices may be adjusted by Johnson Controls prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s). Customer agrees to pay any fees or charges imposed by any government body, telephone, communication, or signal transmission company or administration fees or service charges assessed against or by Johnson Controls related to AHJ requirements and/or changes to applicable laws relating to the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement. This Agreement is entered into with the understanding that the Services to be provided by Johnson Controls are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Johnson Controls, Johnson Controls reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Customer shall provide financial information requested by Johnson Controls to verify Customer's ability to pay for goods or services. Work performed on a time and material basis shall be at the then-prevailing Johnson Controls rate for material, labor, and related items, in effect at the time supplied under this Agreement.

e. Invoicing. Pricing is based upon the billing and payment terms set forth in this Agreement. Fees and other amounts due hereunder are due thirty (30) days from the date of the invoice, which shall be paid by Customer via ACH/EFT bank transfer. Such payment is a condition precedent to Johnson Controls' obligation to perform Services under the Agreement. Any invoice disputes are waived unless identified in writing by Customer within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. If Customer fails to provide financial information or if Johnson Controls, in its sole discretion has grounds to question Customer's ability or willingness to make payments when due (e.g. not making payments when due, late payments, or a reduction in Customer's credit score), Johnson Controls may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Johnson Controls may have against Customer, Johnson Controls shall provide Customer with advance written notice of changes to payment terms..

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, SOW or other document issued by Customer. Any changes must be mutually agreed to in writing by the authorized representatives of the Customer and Johnson Controls. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within thirty (30) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the

premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE. THIS AGREEMENT IS CONTINGENT ON CREDIT APPROVAL, WHICH MAY BE CHECKED AT JOHNSON CONTROLS' DISCRETION AND REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. SHOULD CREDIT AND/OR APPROVAL BE DECLINED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS' ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.



COMMERCIAL SALES AGREEMENT

TOWN NO.
00013-LONDON

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-8WCFJ0Z

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL
HERE _____

TYCO INTEGRATED FIRE & SECURITY CANADA, INC. O/A JOHNSON CONTROLS

CUSTOMER: _____

Presented by: Yatindra Mishra
(Signature of Johnson Controls Sales Representative)

Accepted By: _____
(Signature of Customer's Authorized Representative)

Sales Agent: Yatindra Mishra

(Name Printed)

Title: _____

Date Signed: _____

CUSTOMER ACCEPTANCE

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 Agreement

YES: Single PO Required for Initial Term

Annual PO Required

ANSC PO Required Yearly (ANSC = Annual Service Charge)

AR Invoice are accepted via e-mail: YES: Email address to be used: _____

NO: Please submit invoices via mail NO: Please submit via _____

[Remainder of Page Left Intentionally Blank]



COMMERCIAL SALES AGREEMENT

TOWN NO.
00013-LONDON

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-8WCFJ0Z

SCOPE OF WORK

IV. SCOPE OF WORK ("SOW"): Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Johnson Controls Owned - Johnson Controls may remove or upon written notice to the Customer, abandon in whole or in part, all devices, instruments, appliances, cabinets, and other materials associated with the system, upon termination of this agreement, without obligation to repair or redecorate any portion of the Customer's premises upon such removal, and the removal or abandonment of such materials shall not be held to constitute a waiver of the right of Johnson Controls to collect any charges which have been accrued or may be accrued hereunder.

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:
Video Surveillance Services:
Managed Access Control Services:
Video Equipment:
Preventive Maintenance/Inspection:
Additional Services:

Fire System Monitoring
No Service Selected
No Service Selected
No Service Selected
Other System Expert Maintenance, Fire Annual Inspection (Hardware Only)
IP Communication (Primary) with Cell Backup, Proactive Battery Replacement Service

C. Equipment to be Installed ("Equipment"): Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(es). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facilities as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's communications facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) providing and installing software/firmware required by the Equipment; (v) performing testing as required to establish that the Equipment is connected, is functioning according to its specifications, and is communicating over Customer's communications facilities; and (vi) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	DSC NEOControlPanelKit.ContainsoneHS2032NKcontrolpanel,oneHS2LCDFullMessageLCDHardwiredKeypadandoneT	
1	This item identifies the estimate as Standard and NOT PART of Technology Refresh of older Tech	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount:	\$1,510.00
* Estimated Tax(es):	\$0.00
TOTAL INSTALLATION CHARGE:	\$1,510.00
Installation Deposit Amount:	\$906.00

Planned Monthly Progress Billing Schedule of Values	
Description	%
Deposit/Advance Payment/Mobilization	60%
Monthly Progress Billing (Installation/Commissioning)	40%

2. Annual Service Charge:

Annual Service Charge Amount:	\$1,216.58
* Estimated Tax(es):	\$0.00
TOTAL ANNUAL SERVICE CHARGE:	\$1,216.58

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

E. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: John Dobie <jdobie@goderich.ca>; Facilities Service Manager Sales rep : Yatindra Mishra, 416-550-1948, yatindra.mishra@jci.com

System Operation: Existing Fire monitoring system on PC1864 to be upgraded to DSC Neo Fire monitoring kit. Call list to remain same. Please use existing cabling.

Programming Info: Standard BA programming.

Site Conditions:

Existing Equipment:

Customer Expectations:

Training Expectations: Please train the client in using the system.

General Comments:

Customer Responsibilities / Johnson Controls Exclusions: "Client to supply 1 AC 110V GFI outlet beside control on dedicated breaker to hardwire TIFS Supplied transformer into outlet. Operating telco line at location of head end equipment. If signal from cell device that is hooked up to TIFS monitoring panel is not strong enough then extra charges to apply to solve problem. Coordinate with manager on duty. To make passage and work spaces clear prior to starting work or bringing equipment. Utilize all existing devices/equipment where possible. TIF&S is not responsible for patch work and redecorating."

Documentation Needs:

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V. Customer and Johnson Controls agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification ("Alarm Monitoring") Services. 1. If Customer has purchased alarm monitoring service that includes response by police, fire department, guard, medical emergency notification or two way voice monitoring services and such an alarm is received at JCI's CMC, then JCI may, in its sole discretion or if required by law, attempt to contact Customer and/or anyone Customer has identified on Customer's Emergency Contact List ("ECL") to confirm that the alarm is not false. If JOHNSON CONTROLS does not contact Customer or someone on Customer's ECL or, if JOHNSON CONTROLS questions the response received upon such contact, then: (a) JOHNSON CONTROLS will attempt to notify the appropriate police or fire department; or, (b) if Guard Response Service is being provided and an alarm requires police response, JOHNSON CONTROLS will attempt to dispatch a representative to make an investigation of the exterior of the premises from his/her vehicle and, upon evidence of a crime, JOHNSON CONTROLS will attempt to notify the appropriate police department. Customer agrees that JOHNSON CONTROLS will have no liability pertaining to the recording (or failure to record) or publication of any communications, Internet, or other Video recordings or the quality of such recordings, if any. If JOHNSON CONTROLS provides supervisory alarm or trouble alarm monitoring services (or if such services are actively programmed into the System) and such an alarm is received at JOHNSON CONTROLS's CMC, JOHNSON CONTROLS may attempt to notify Customer's designated representative. JOHNSON CONTROLS may use an automated calling device to deliver such notification. 2. The installed Equipment may not operate with other companies' alarm monitoring equipment. If Customer cancels any Service, this incompatibility may prevent Customer from continuing to use the installed Equipment. Customer understands that local laws, ordinances or governmental policies may restrict and/or limit JOHNSON CONTROLS's ability to provide alarm monitoring and notification services and/or necessitate modified or additional services and expense to Customer. 3. Customer understands that JOHNSON CONTROLS may employ any number of industry-recognized measures to help reduce occurrences of false alarms. These measures include, but are not limited to, implementation of default settings on alarm panels and various procedures at JOHNSON CONTROLS's CMC to determine when and how to respond, if at all, to certain alarm events. Customer consents to the use of these measures and agrees these measures can result in no alarm signal being sent from an alarm zone in Customer's premises after the initial activation until the Customer manually resets the system. Customer understands that, upon receiving notification that an alarm signal has been received by JOHNSON CONTROLS, the police department, fire department or other responding authority may forcibly enter my premises. 4. Intrusion detection/burglar alarm equipment may require activation of two sensors, or a second activation of a single sensor, or activation of a continuous alarm event from a single sensor to meet the requirements of local laws, ordinances or other requirements of the police department. Customer is solely responsible for operating on-premises bypass or switch units to disconnect or reconnect the alarm sounding or transmitting equipment. 5. If such service is available/required in Customer's location a "Direct Connection" may be made to the Customer's police, fire department, or other agency, and signals transmitted by the System will be monitored directly by such police, fire department, or other agency personnel (collectively, "Municipal Personnel"), none of whom are agents of JOHNSON CONTROLS. JOHNSON CONTROLS does not assume any responsibility or liability for the manner in which such signals are monitored or the response, if any, made by such Municipal Personnel to such signals. 6. If Customer chooses a JOHNSON CONTROLS approved cellular back-up service, alarm signals may be transmitted to JOHNSON CONTROLS's CMC from Customer's premises over a cellular communications network if Customer's traditional telephone service is interrupted. 6. 5 day Familiarization Period. If a 5 day familiarization period is required by Law and/or is requested by Customer and agreed to by JOHNSON CONTROLS for Customer to become familiar with system operation, Customer agrees that during the 5 day period that immediately follows the completion of the installation and connection to JOHNSON CONTROLS's CMC, JOHNSON CONTROLS has no obligation and will not respond to any signal (including an alarm signal) received at JOHNSON CONTROLS's CMC from Customer's Premises. Customer also agrees that during this period, JOHNSON CONTROLS has no obligation and will not attempt to notify any authorities, Customer or persons on Customer's ECL or take any other action in respect of a signal.

A.2. Communication Facilities. (a) Authorization. To facilitate Johnson Controls' ability to provide Service under this Agreement, Johnson Controls to request information, service, or equipment in any respect on behalf of Customer to Customer's telephone service provider, wireless carrier, or other entity providing communication facilities or services for transmission of alarm signals (the "TeleCo"). (b) Digital Communicator. If a Digital Communicator is used to connect to Johnson Controls' CMC, Customer will provide a connection through a telephone jack to Customer's TeleCo service as required to operate the System, Equipment, or to provide the Service. Such connection will be electrically first before any other telephone or Customer equipment, and will be located within 10 feet of the alarm/control panel. Johnson Controls will provide such connection at Customer's request and expense. (c) General. Customer understands that: (a) The TeleCo's liability is limited to the same extent as JCI's liability in Paragraph E of this Agreement; (b) JCI will not receive alarm signals, voice data or images (collectively "alarm signals") when the communication mode is not operating or has been cut, interfered with or is otherwise damaged, or if the alarm system is unable to acquire, transmit or maintain an alarm signal over the Customer's communication mode for any reason; (c) Customer acknowledges that any decision to use a non-approved TeleCo service as the means for transmitting alarm signals is based on Customer's own independent business judgment and that such decision is made without any assistance or recommendation from JCI. If JCI determines in its sole discretion that Customer's communication mode is, or later becomes non-compatible, or if Customer changes to another communication mode that is non-compatible, then Customer must put in place an alternate mode of communication between Customer's alarm system and JCI's CMC that is acceptable to JCI; (d) Transmission of fire alarm signals by means other than a traditional telephone line may not comply with applicable fire alarm or other standards or codes, and it is solely Customer's obligation to ensure compliance with such standards and codes; (e) If the alarm system has a line-cut feature, it may not always be able to detect if my communication line is cut or interrupted. JOHNSON CONTROLS' RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN CUSTOMER'S PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JOHNSON CONTROLS CMC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELECO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELECO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELECO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELECOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JOHNSON CONTROLS' ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELECO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JOHNSON CONTROLS WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELECO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELECO SERVICE'S DATA FORMAT AFTER JOHNSON CONTROLS' INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELECO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JOHNSON CONTROLS' CMC. IF Johnson Controls DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS COMPATIBLE, Johnson Controls WILL PERMIT CUSTOMER TO USE ITS TELECO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS. ALTHOUGH CUSTOMER UNDERSTANDS THAT Johnson Controls RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO Johnson Controls' CMC REGARDLESS OF THE TYPE OF TELECO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF Johnson Controls DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELECO SERVICE THAT IS NOT COMPATIBLE, THEN Johnson Controls WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO Johnson Controls AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO Johnson Controls' CMC. Johnson Controls WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELECO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELECO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELECO SERVICE IS INTERRUPTED, AND THAT Johnson Controls MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELECO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELECO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF Johnson Controls. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELECO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELECO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

A.3.1. Enhanced Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.2. Expert Maintenance Service Plan ("Expert Maintenance"). 1. If Expert Maintenance is purchased, Johnson Controls will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under Expert Maintenance and any requested service will be provided on a time and materials

basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) "Conditions" not covered by Warranty shown below. Customer shall pay for any related labor and/or materials for such work at Johnson Controls' then applicable rates. Additional charges may apply for service requiring the use of a lift. Johnson Controls' obligation to perform Expert Maintenance service relates solely to the covered Equipment. 2. If Expert Maintenance is not purchased prior to the expiration of the Equipment Warranty, Johnson Controls will provide such Expert Maintenance only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Johnson Controls' specifications and/or the standards set by applicable law. 3. Expert Maintenance will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Expert Maintenance performed outside of these hours is subject to additional charges. Provision of Expert Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer ("OEM"). 4. The expense of all extraordinary maintenance and repair necessitated by or due to changes or alterations in the Customer's premises, alterations to the Covered System made by or at the request of Customer, or made necessary by damage to the premises or to the Covered System, or to any cause beyond the control of JOHNSON CONTROLS, will be borne by the Customer.

A.3.3. Optimum Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.4. Essential Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.4. Testing/Inspections Service ("T/I"). If T/I Service is purchased, Johnson Controls will provide the number of inspections/tests on the covered Equipment as specified in this Agreement. Such T/I Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays/T/I Service performed outside of these hours is subject to additional charges.). If the Customer's facility is located more than 50 kilometers away from a Johnson Controls location, Customer will pay for travel, accommodation, and related costs at Johnson Controls' then applicable rates.

A.5. Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.7. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.8. Hosted Access. Intentionally left blank - Services have not been purchased.

A.9. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.10. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.10. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.11. Software Support Services – No Upgrades. Intentionally left blank - Services have not been purchased.

A.12. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank – Lynx System/Services have not been purchased.

A.13. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.

A.14. Proactive Health Services. Intentionally left blank - Services have not been purchased.

A.15. Halo Smart Sensor System. Intentionally left blank - System have not been purchased.

A.16. CloudVue Service. Intentionally left blank - Services have not been purchased.

A.17. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.

A.18. Sabre Systems Service. Intentionally left blank - Services have not been purchased.

A.19. Cantronics Telethermographic Device. Intentionally left blank - Services have not been purchased.

A.20. Digital Barriers Telethermographic System. Intentionally left blank - Services have not been purchased.

A.21. Qolsys Panel. Intentionally left blank - Panel have not been purchased.

A.23. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.24. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Training Services.

B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.

3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.

4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE. Johnson Controls makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

5. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Johnson Controls, such as suggestions as to design use and suitability of the Equipment and products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that Johnson Controls is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of the Equipment or products. Customer assumes exclusive responsibility for determining if the Equipment and products supplied by

Johnson Controls are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the Equipment or products.

C. System Requirements, Miscellaneous. The following provisions apply to all Systems, Equipment, or Services installed or furnished by Johnson Controls under this Agreement. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories of Canada. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 4. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation.

7. Closed Circuit Television ("CCTV")/Video Equipment. Intentionally left blank – no CCTV/Video Equipment has been purchased.

D. Electronic Media; Personal Information.; 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consent of the third parties, whose personal information Customer has provided to Johnson Controls, to use such information for the administration of Customer's account and as provided in this Agreement. Customer consents to Johnson Controls' collection, use, disclosure and transfer of Customer's personal information and that of third parties provided by Customer, including the use of service providers outside of Canada, for the purposes of setting up and administering the Services provided under this Agreement as well as administering the relationship between Customer and Johnson Controls (including credit approval, invoicing, collection and providing you with information on new equipment or services). Johnson Controls may collect (including Customer's consent to record telephone conversations), use, disclose and transfer Customer's personal information and that of third parties provided by Customer to Johnson Controls' parents, affiliates, subsidiaries and successor corporations or any subcontractor or assignee of this Contract within or outside Canada and thereby subject such information to the laws of such countries or any applicable authority having jurisdiction that requests such information to administer alarm monitoring services or alarm system license, permit or similar programs. Customer hereby consents to Johnson Controls performing commercially reasonable credit reference verifications and authorizes Johnson Controls or its service provider or assignee of this Agreement to consult third parties for credit reports or recommendations as to Customer's solvency.

E. Limitation of Liability. 1. Johnson Controls is not an insurer. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Services, System and Equipment provided and are unrelated to the value of Customer's property, the property of others located in Customer's premises, or any risk of loss on Customer's premises. 2. Johnson Controls' services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. Johnson Controls MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Accordingly, Johnson Controls and its suppliers do not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not Johnson Controls nor its suppliers. Insurance, if any, covering such risk shall be obtained by Customer. Neither of Johnson Controls nor its suppliers shall have any liability for loss, damage or injury due directly or indirectly to events, or the consequences therefrom, which the System or Services are intended to detect or avert. Customer shall look exclusively to its insurer and not to Johnson Controls or its suppliers to pay Customer in the event of any such loss, damage or injury. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Johnson Controls and its suppliers arising as a result of paying any claim for loss, damage or injury of Customer or another person.

3. If notwithstanding the provisions of this Section E, Johnson Controls and/or one or more of its suppliers are found liable for loss, damage or injury under any legal theory due to a failure of the Services, System or Equipment in any respect, the liability of Johnson Controls and its suppliers shall be limited to a sum equal to 10% of the Annual Service Charge or \$1,000, whichever is greater, as agreed upon damages and not as a penalty, as Customer's sole remedy. This will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from Johnson Controls' or its suppliers' failure to perform any of its obligations under this Agreement. If Customer requests, Johnson Controls may assume greater liability by attaching a Rider to this Agreement stating the extent of Johnson Controls' additional liability and the additional charges Customer will pay for Johnson Controls' assumption of such greater liability. However, such additional charges are not insurance premiums and Johnson Controls is not an insurer even if it enters into such a Rider.

4. The provisions of this Section E shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to Johnson Controls' or its suppliers' performance or nonperformance of their respective obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of Johnson Controls, its suppliers, agents or employees.

If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against Johnson Controls or its suppliers in any way relating to the Services, System or Equipment that are the subjects of this Agreement, then Customer shall indemnify and hold Johnson Controls and its suppliers harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

5. No suit or action shall be brought against Johnson Controls or its suppliers, agents, employees, subsidiaries, affiliates or parents (both direct and indirect) more than one year after the incident that resulted in the loss, injury or damage occurred. Except as provided for herein, Johnson Controls' claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. 6. The provisions of this Section E shall apply to and benefit Johnson Controls and its agents, employees, contractors, subsidiaries, affiliates, parents (both direct and indirect), vendors, suppliers and affinity marketers. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, then that department or other organization may also invoke the provisions of this Section E against any claims due to any failure of such department or organization. Johnson Controls and its suppliers are not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. 1. Other Charges; Remedies; Default; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 2. Termination. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Johnson Controls and will give Johnson Controls, without prejudice to any other right or remedy, the right to without notice: (a) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Johnson Controls' obligations under and/or terminate this Agreement and; (b) to charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (c) pay all of Johnson Controls' costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. Johnson Controls' election to continue providing future Services does not, in any way, diminish Johnson Controls' right to terminate or suspend Services or exercise any or all rights or remedies under this Agreement. Johnson Controls shall not be liable for any damages, claims, expenses or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring Services or Johnson Controls otherwise performs Services at the premises following suspension, those Services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Johnson Controls' efforts to collect payment, Customer shall immediately notify Johnson Controls in writing and explain the basis of the dispute. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. 3. If either party fails to perform any of its material obligations under this Agreement, the other party shall

provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination. 4. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement, or the affected portions, and discontinue any Service(s), at its sole discretion, upon notice to Customer if: (a) Johnson Controls' central monitoring center ("CMC") or remote operations center or either of these centers is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the municipal fire or police department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the Equipment or system not covered under the Warranty or Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in System malfunction; (d) the premises in which the Equipment or system is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls' performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, Equipment, or products (including component parts and/or materials) or because Johnson Controls or its supplier(s) has discontinued the manufacture or the sale of the Equipment and/or products or is no longer in the business of providing the Services; (f) Johnson Controls' performance of its obligations are prohibited because of changes in applicable laws, regulations or codes; (g) Customer fails to make payments when due; (h) in the event Johnson Controls is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement; (i) Customer fails to maintain any required licenses or permits; (j) Johnson Controls receives an excessive number of false alarms. In addition, if the Equipment or system continuously sends signals that Johnson Controls reasonably determines to be false or excessive, the Customer will be responsible for additional costs and fees incurred by Johnson Controls in receiving and/or responding to these signals. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination. Client located in Quebec expressly waives its right to terminate the Agreement unilaterally as provided under section 2125 of the Quebec Civil Code and understands that it must maintain the Services for the Initial Term and any renewal term. Johnson Controls may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Johnson Controls' performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the Canadian Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of Canada or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third-party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. Johnson Controls assumes no liability for delays in installation of the Equipment or for the consequences therefrom, however caused. Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Johnson Controls to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Johnson Controls, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Johnson Controls. If Johnson Controls' performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Johnson Controls shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Johnson Controls is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Johnson Controls will be entitled to extend the relevant completion date by the amount of time that Johnson Controls was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Johnson Controls' cost to perform the services, Customer is obligated to reimburse Johnson Controls for such increased costs, including, without limitation, costs incurred by Johnson Controls for additional labor, inventory storage, expedited shipping fees, trailer and

equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Johnson Controls in connection with the Force Majeure Event.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Digital Enabled Services, Software and Hosted Software Services. If Johnson Controls provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Johnson Controls' cloud-hosted software applications. Customer consents to and grants Johnson Controls right to collect, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Johnson Controls products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Johnson Controls secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Johnson Controls software and related equipment installed at Customer facilities and Johnson Controls cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Johnson Controls Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Johnson Controls' standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Johnson Controls General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the Johnson Controls Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Johnson Controls and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

N. Audio Enabled Devices. Customer acknowledges and agrees that Customer's decision to install and/or activate security equipment with audio recording and/or monitoring capability ("Audio Enabled Devices") is based solely on Customer's own independent business judgment or knowledge of applicable law. Johnson Controls does not recommend, endorse, or render an opinion, legal or otherwise regarding such decision. Certain laws may limit or preclude the use of Audio Enabled Devices in Customer's premises. It is the responsibility of the Customer to know and fully comply with all applicable laws, including but not limited to any or all requirements that clear and conspicuous notice be provided concerning the use of Audio Enabled Devices in Customer's premises. In providing, installing and/or activating such Audio Enabled Devices, Johnson Controls is relying on Customer's representations and agreements and the terms set forth in this Agreement shall fully apply.

O. Privacy. 1. Johnson Controls as Processor: Where Johnson Controls factually acts as Processor of Personal Data (as defined therein) on behalf of Customer, the terms at www.johnsoncontrols.com/dpa shall apply. 2. Johnson Controls as Controller: Johnson Controls will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Johnson Controls' Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Johnson Controls' Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

P. English and French Clause. This Agreement has been drawn up in English at the request of and with the full concurrence of the Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

Q. Choice of Law/Forum.

Johnson Controls shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. This Agreement shall be governed by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniense. In the event the matter is submitted to a court, Johnson Controls and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Johnson Controls, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Johnson Controls' reasonable collection costs (including legal fees and expenses).



COMMERCIAL SALES AGREEMENT

TOWN NO.
00013-LONDON

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-8WCFJ0Z

ADDITIONAL TERMS AND CONDITIONS

DATE: 2/15/2025

Tyco Integrated Fire & Security Canada, Inc. o/a Johnson Controls ("Johnson Controls")

Yatindra Mishra
2400 Skymark Drive,
Mississauga, ON L4W 5K5
Tele. No. (647) 764-6255

Town of Goderich
d/b/a:
("Customer")

Customer Billing Information
180 CAMBRIA RD N,
GODERICH, ON N7A 4N8
Attn: John Dobbie
Tele. No.

Customer Premises Served
180 CAMBRIA RD N,
GODERICH, ON N7A 4N8
Attn:
Tele. No.

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

TYCO INTEGRATED FIRE & SECURITY CANADA, INC. O/A JOHNSON CONTROLS

Presented by: Yatindra Mishra
(Signature of Johnson Controls Sales Representative)

Sales Agent: Yatindra Mishra
Sales Representative Registration Number (if applicable): _____

CUSTOMER: _____

Accepted By: _____
(Signature of Customer's Authorized Representative)

(Name Printed)

Title: _____

Date Signed: _____



COMMERCIAL SALES AGREEMENT

TOWN NO.
00013-LONDON

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-8WCHA7F

DATE: 2/15/2025

Tyco Integrated Fire & Security Canada, Inc. o/a Johnson Controls ("Johnson Controls")
Yatindra Mishra
2400 Skymark Drive,
Mississauga, ON L4W 5K5
Tele. No. (647) 764-6255

Town of Goderich
d/b/a:
("Customer")
Customer Billing Information
190 SUNCOAST DR E,
GODERICH, ON N7A 4N4
Attn:
Tele. No.

Customer Premises Served
190 SUNCOAST DR E,
GODERICH, ON N7A 4N4
Attn:
Tele. No.

This Commercial Sales Agreement is between Customer and Tyco Integrated Fire & Security Canada, Inc. o/a Johnson Controls ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) Scope of Work ("SOW"). This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

I. THE FOLLOWING DOCUMENTS, IF APPLICABLE ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- (a) Hazardous Substance Checklist and Customer Letter
- (b) Scope of Work
- (c) Terms and Conditions
- (d) Additional Terms and Conditions
- (e) Provincial Specific Forms, if applicable (e.g., local permit applications)
- (f) CAF Customer Installation Acceptance Form (specific to Equipment/Services purchased)
- (g) If multiple locations, see attached schedule

II. CHARGES AND FEES; TAXES:

a. **Equipment Installation.** Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values set forth herein. If the schedule of values includes an upfront installation deposit, it will be paid within 30 days of contract signing. Johnson Controls will not commence work until such deposit has been received. The remaining portion of the total installation charge for installation and commissioning will be progress billed monthly through completion of the job. Company progress-based billing can include progress payments for materials, goods, and equipment (ordered, delivered, or stored), and for any pre-design, engineering, installation work or Services. The proposed total installation charge is contingent upon Customer agreeing to these payment and invoicing terms. Any outstanding Installation Charges and/or fees shall be due and payable as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the Statement of Work must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. Until Customer has paid Johnson Controls the Total Installation Charge and fees, and taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all proceeds thereof to secure such payment.

b. **Services.** Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance (the "Annual Service Charges"). Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year.

c. **Term.** The initial term of this Agreement shall be 5 year(s) (the "Initial Term") and shall commence on the date of this Agreement and continue as set forth herein. After the Initial Term, this Agreement will automatically renew for successive terms equal to the same length as the Initial Term unless the Customer or Johnson Controls gives written notice to the other that it does not want to renew at least sixty (60) days before the end of the then-current term (each a "Renewal Term"). The Initial Term and any Renewal Term may be referred to herein as the "Term." If this Agreement is renewed, Johnson Controls will provide Customer with notice of any adjustments in the Charges, fees and/or taxes applicable to the Renewal Term. Unless Customer terminates the Agreement at least sixty (60) days prior to the start of such Renewal Term, the adjusted Charges, fees and/or taxes will be the Charges, fees and taxes for the Renewal Term. Customer agrees to issue and send a purchase order to Johnson Controls at least thirty (30) days prior to expiration of the Initial Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to Johnson Controls. No purchase order is required for any emergency work requested by Customer. Customer shall have no right to reject such invoices due to the lack of a purchase order. For termination prior to the end of the Term, Customer agrees to pay Johnson Controls, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Customer shall provide Johnson Controls with reasonable access to the premises to remove any Johnson Controls property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that Johnson Controls may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

d. **Pricing and Taxes.** If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Notwithstanding any other term in this Agreement, Johnson Controls may increase prices upon notice to Customer to reflect increases in material and labor costs. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to Johnson Controls and the applicable taxing authorities. If Johnson Controls is required to pay any such Taxes or other charges, Customer shall reimburse Johnson Controls on demand. If any such exemption certificate is invalid, then Customer will immediately pay Johnson Controls the amount of the Taxes, plus penalties and interest. Prices may be adjusted by Johnson Controls prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s). Customer agrees to pay any fees or charges imposed by any government body, telephone, communication, or signal transmission company or administration fees or service charges assessed against or by Johnson Controls related to AHJ requirements and/or changes to applicable laws relating to the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement. This Agreement is entered into with the understanding that the Services to be provided by Johnson Controls are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Johnson Controls, Johnson Controls reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Customer shall provide financial information requested by Johnson Controls to verify Customer's ability to pay for goods or services. Work performed on a time and material basis shall be at the then-prevailing Johnson Controls rate for material, labor, and related items, in effect at the time supplied under this Agreement.

e. **Invoicing.** Pricing is based upon the billing and payment terms set forth in this Agreement. Fees and other amounts due hereunder are due thirty (30) days from the date of the invoice, which shall be paid by Customer via ACH/EFT bank transfer. Such payment is a condition precedent to Johnson Controls' obligation to perform Services under the Agreement. Any invoice disputes are waived unless identified in writing by Customer within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. If Customer fails to provide financial information or if Johnson Controls, in its sole discretion has grounds to question Customer's ability or willingness to make payments when due (e.g. not making payments when due, late payments, or a reduction in Customer's credit score), Johnson Controls may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Johnson Controls may have against Customer, Johnson Controls shall provide Customer with advance written notice of changes to payment terms..

III. **ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE:** This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, SOW or other document issued by Customer. Any changes must be mutually agreed to in writing by the authorized representatives of the Customer and Johnson Controls. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within thirty (30) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the

premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE. THIS AGREEMENT IS CONTINGENT ON CREDIT APPROVAL, WHICH MAY BE CHECKED AT JOHNSON CONTROLS' DISCRETION AND REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. SHOULD CREDIT AND/OR APPROVAL BE DECLINED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS' ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.



COMMERCIAL SALES AGREEMENT

TOWN NO.
00013-LONDON

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-8WCHA7F

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL
HERE _____

TYCO INTEGRATED FIRE & SECURITY CANADA, INC. O/A JOHNSON CONTROLS

CUSTOMER: _____

Presented by: Yatindra Mishra
(Signature of Johnson Controls Sales Representative)

Accepted By: _____
(Signature of Customer's Authorized Representative)

Sales Agent: Yatindra Mishra

(Name Printed)

Title: _____

Date Signed: _____

CUSTOMER ACCEPTANCE

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 Agreement

YES: Single PO Required for Initial Term

Annual PO Required

ANSC PO Required Yearly (ANSC = Annual Service Charge)

AR Invoice are accepted via e-mail: YES: Email address to be used: _____

NO: Please submit invoices via mail NO: Please submit via _____

[Remainder of Page Left Intentionally Blank]



COMMERCIAL SALES AGREEMENT

TOWN NO.
00013-LONDON

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-8WCHA7F

SCOPE OF WORK

IV. SCOPE OF WORK ("SOW"): Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Johnson Controls Owned - Johnson Controls may remove or upon written notice to the Customer, abandon in whole or in part, all devices, instruments, appliances, cabinets, and other materials associated with the system, upon termination of this agreement, without obligation to repair or redecorate any portion of the Customer's premises upon such removal, and the removal or abandonment of such materials shall not be held to constitute a waiver of the right of Johnson Controls to collect any charges which have been accrued or may be accrued hereunder.

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:
Video Surveillance Services:
Managed Access Control Services:
Video Equipment:
Preventive Maintenance/Inspection:
Additional Services:

Fire System Monitoring
No Service Selected
No Service Selected
No Service Selected
Other System Expert Maintenance, Fire Annual Inspection (Hardware Only)
Proactive Battery Replacement Service, IP Communication (Primary) with Cell Backup

C. Equipment to be Installed ("Equipment"): Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(es). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facilities as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's communications facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) providing and installing software/firmware required by the Equipment; (v) performing testing as required to establish that the Equipment is connected, is functioning according to its specifications, and is communicating over Customer's communications facilities; and (vi) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	DSC NEO CONTROL PANEL KIT. CONTAINS ONE HS2032NK CONTROL PANEL, BELL CANADA	
1	This item identifies the estimate as Standard and NOT PART of Technology Refresh of older Tech	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount:	\$1,510.00
* Estimated Tax(es):	\$0.00
TOTAL INSTALLATION CHARGE:	\$1,510.00
Installation Deposit Amount:	\$906.00

Planned Monthly Progress Billing Schedule of Values	
Description	%
Deposit/Advance Payment/Mobilization	60%
Monthly Progress Billing (Installation/Commissioning)	40%

2. Annual Service Charge:

Annual Service Charge Amount:	\$1,216.58
* Estimated Tax(es):	\$0.00
TOTAL ANNUAL SERVICE CHARGE:	\$1,216.58

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

E. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: John Dobie <jdobie@goderich.ca>; Facilities Service Manager Sales rep : Yatindra Mishra, 416-550-1948, yatindra.mishra@jci.com

System Operation: Existing Fire monitoring system on PC1864 to be upgraded to DSC Neo Fire monitoring kit. Call list to remain same. Please use existing cabling.

Programming Info: Standard BA programming.

Site Conditions:

Existing Equipment:

Customer Expectations:

Training Expectations: Please train the client in using the system.

General Comments:

Customer Responsibilities / Johnson Controls Exclusions: "Client to supply 1 AC 110V GFI outlet beside control on dedicated breaker to hardwire TIFS Supplied transformer into outlet. Operating telco line at location of head end equipment. If signal from cell device that is hooked up to TIFS monitoring panel is not strong enough then extra charges to apply to solve problem. Coordinate with manager on duty. To make passage and work spaces clear prior to starting work or bringing equipment. Utilize all existing devices/equipment where possible. TIF&S is not responsible for patch work and redecorating."

Documentation Needs:

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V. Customer and Johnson Controls agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification ("Alarm Monitoring") Services. 1. If Customer has purchased alarm monitoring service that includes response by police, fire department, guard, medical emergency notification or two way voice monitoring services and such an alarm is received at JCI's CMC, then JCI may, in its sole discretion or if required by law, attempt to contact Customer and/or anyone Customer has identified on Customer's Emergency Contact List ("ECL") to confirm that the alarm is not false. If JOHNSON CONTROLS does not contact Customer or someone on Customer's ECL or, if JOHNSON CONTROLS questions the response received upon such contact, then: (a) JOHNSON CONTROLS will attempt to notify the appropriate police or fire department; or, (b) if Guard Response Service is being provided and an alarm requires police response, JOHNSON CONTROLS will attempt to dispatch a representative to make an investigation of the exterior of the premises from his/her vehicle and, upon evidence of a crime, JOHNSON CONTROLS will attempt to notify the appropriate police department. Customer agrees that JOHNSON CONTROLS will have no liability pertaining to the recording (or failure to record) or publication of any communications, Internet, or other Video recordings or the quality of such recordings, if any. If JOHNSON CONTROLS provides supervisory alarm or trouble alarm monitoring services (or if such services are actively programmed into the System) and such an alarm is received at JOHNSON CONTROLS's CMC, JOHNSON CONTROLS may attempt to notify Customer's designated representative. JOHNSON CONTROLS may use an automated calling device to deliver such notification. 2. The installed Equipment may not operate with other companies' alarm monitoring equipment. If Customer cancels any Service, this incompatibility may prevent Customer from continuing to use the installed Equipment. Customer understands that local laws, ordinances or governmental policies may restrict and/or limit JOHNSON CONTROLS's ability to provide alarm monitoring and notification services and/or necessitate modified or additional services and expense to Customer. 3. Customer understands that JOHNSON CONTROLS may employ any number of industry-recognized measures to help reduce occurrences of false alarms. These measures include, but are not limited to, implementation of default settings on alarm panels and various procedures at JOHNSON CONTROLS's CMC to determine when and how to respond, if at all, to certain alarm events. Customer consents to the use of these measures and agrees these measures can result in no alarm signal being sent from an alarm zone in Customer's premises after the initial activation until the Customer manually resets the system. Customer understands that, upon receiving notification that an alarm signal has been received by JOHNSON CONTROLS, the police department, fire department or other responding authority may forcibly enter my premises. 4. Intrusion detection/burglar alarm equipment may require activation of two sensors, or a second activation of a single sensor, or activation of a continuous alarm event from a single sensor to meet the requirements of local laws, ordinances or other requirements of the police department. Customer is solely responsible for operating on-premises bypass or switch units to disconnect or reconnect the alarm sounding or transmitting equipment. 5. If such service is available/required in Customer's location a "Direct Connection" may be made to the Customer's police, fire department, or other agency, and signals transmitted by the System will be monitored directly by such police, fire department, or other agency personnel (collectively, "Municipal Personnel"), none of whom are agents of JOHNSON CONTROLS. JOHNSON CONTROLS does not assume any responsibility or liability for the manner in which such signals are monitored or the response, if any, made by such Municipal Personnel to such signals. 6. If Customer chooses a JOHNSON CONTROLS approved cellular back-up service, alarm signals may be transmitted to JOHNSON CONTROLS's CMC from Customer's premises over a cellular communications network if Customer's traditional telephone service is interrupted. 6. 5 day Familiarization Period. If a 5 day familiarization period is required by Law and/or is requested by Customer and agreed to by JOHNSON CONTROLS for Customer to become familiar with system operation, Customer agrees that during the 5 day period that immediately follows the completion of the installation and connection to JOHNSON CONTROLS's CMC, JOHNSON CONTROLS has no obligation and will not respond to any signal (including an alarm signal) received at JOHNSON CONTROLS's CMC from Customer's Premises. Customer also agrees that during this period, JOHNSON CONTROLS has no obligation and will not attempt to notify any authorities, Customer or persons on Customer's ECL or take any other action in respect of a signal.

A.2. Communication Facilities. (a) Authorization. To facilitate Johnson Controls' ability to provide Service under this Agreement, Johnson Controls to request information, service, or equipment in any respect on behalf of Customer to Customer's telephone service provider, wireless carrier, or other entity providing communication facilities or services for transmission of alarm signals (the "TeleCo"). (b) Digital Communicator. If a Digital Communicator is used to connect to Johnson Controls' CMC, Customer will provide a connection through a telephone jack to Customer's TeleCo service as required to operate the System, Equipment, or to provide the Service. Such connection will be electrically first before any other telephone or Customer equipment, and will be located within 10 feet of the alarm/control panel. Johnson Controls will provide such connection at Customer's request and expense. (c) General. Customer understands that: (a) The TeleCo's liability is limited to the same extent as JCI's liability in Paragraph E of this Agreement; (b) JCI will not receive alarm signals, voice data or images (collectively "alarm signals") when the communication mode is not operating or has been cut, interfered with or is otherwise damaged, or if the alarm system is unable to acquire, transmit or maintain an alarm signal over the Customer's communication mode for any reason; (c) Customer acknowledges that any decision to use a non-approved TeleCo service as the means for transmitting alarm signals is based on Customer's own independent business judgment and that such decision is made without any assistance or recommendation from JCI. If JCI determines in its sole discretion that Customer's communication mode is, or later becomes non-compatible, or if Customer changes to another communication mode that is non-compatible, then Customer must put in place an alternate mode of communication between Customer's alarm system and JCI's CMC that is acceptable to JCI; (d) Transmission of fire alarm signals by means other than a traditional telephone line may not comply with applicable fire alarm or other standards or codes, and it is solely Customer's obligation to ensure compliance with such standards and codes; (e) If the alarm system has a line-cut feature, it may not always be able to detect if my communication line is cut or interrupted. JOHNSON CONTROLS' RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN CUSTOMER'S PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JOHNSON CONTROLS CMC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELECO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELECO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELECO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELECOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JOHNSON CONTROLS' ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELECO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JOHNSON CONTROLS WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELECO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELECO SERVICE'S DATA FORMAT AFTER JOHNSON CONTROLS' INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELECO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JOHNSON CONTROLS' CMC. IF Johnson Controls DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS COMPATIBLE, Johnson Controls WILL PERMIT CUSTOMER TO USE ITS TELECO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS. ALTHOUGH CUSTOMER UNDERSTANDS THAT Johnson Controls RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO Johnson Controls' CMC REGARDLESS OF THE TYPE OF TELECO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF Johnson Controls DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELECO SERVICE THAT IS NOT COMPATIBLE, THEN Johnson Controls WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO Johnson Controls AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO Johnson Controls' CMC. Johnson Controls WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELECO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELECO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELECO SERVICE IS INTERRUPTED, AND THAT Johnson Controls MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELECO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELECO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF Johnson Controls. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELECO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELECO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

A.3.1. Enhanced Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.2. Expert Maintenance Service Plan ("Expert Maintenance"). 1. If Expert Maintenance is purchased, Johnson Controls will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under Expert Maintenance and any requested service will be provided on a time and materials

basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) "Conditions" not covered by Warranty shown below. Customer shall pay for any related labor and/or materials for such work at Johnson Controls' then applicable rates. Additional charges may apply for service requiring the use of a lift. Johnson Controls' obligation to perform Expert Maintenance service relates solely to the covered Equipment. 2. If Expert Maintenance is not purchased prior to the expiration of the Equipment Warranty, Johnson Controls will provide such Expert Maintenance only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Johnson Controls' specifications and/or the standards set by applicable law. 3. Expert Maintenance will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Expert Maintenance performed outside of these hours is subject to additional charges. Provision of Expert Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer ("OEM"). 4. The expense of all extraordinary maintenance and repair necessitated by or due to changes or alterations in the Customer's premises, alterations to the Covered System made by or at the request of Customer, or made necessary by damage to the premises or to the Covered System, or to any cause beyond the control of JOHNSON CONTROLS, will be borne by the Customer.

A.3.3. Optimum Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.4. Essential Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.4. Testing/Inspections Service ("T/I"). If T/I Service is purchased, Johnson Controls will provide the number of inspections/tests on the covered Equipment as specified in this Agreement. Such T/I Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). T/I Service performed outside of these hours is subject to additional charges. If the Customer's facility is located more than 50 kilometers away from a Johnson Controls location, Customer will pay for travel, accommodation, and related costs at Johnson Controls' then applicable rates.

A.5. Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.7. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.8. Hosted Access. Intentionally left blank - Services have not been purchased.

A.9. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.10. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.10. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.11. Software Support Services – No Upgrades. Intentionally left blank - Services have not been purchased.

A.12. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank – Lynx System/Services have not been purchased.

A.13. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.

A.14. Proactive Health Services. Intentionally left blank - Services have not been purchased.

A.15. Halo Smart Sensor System. Intentionally left blank - System have not been purchased.

A.16. CloudVue Service. Intentionally left blank - Services have not been purchased.

A.17. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.

A.18. Sabre Systems Service. Intentionally left blank - Services have not been purchased.

A.19. Cantronics Telethermographic Device. Intentionally left blank - Services have not been purchased.

A.20. Digital Barriers Telethermographic System. Intentionally left blank - Services have not been purchased.

A.21. Qolsys Panel. Intentionally left blank - Panel have not been purchased.

A.23. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.24. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Training Services.

B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.

3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.

4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE. Johnson Controls makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

5. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Johnson Controls, such as suggestions as to design use and suitability of the Equipment and products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that Johnson Controls is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of the Equipment or products. Customer assumes exclusive responsibility for determining if the Equipment and products supplied by

Johnson Controls are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the Equipment or products.

C. System Requirements, Miscellaneous. The following provisions apply to all Systems, Equipment, or Services installed or furnished by Johnson Controls under this Agreement. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories of Canada. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 4. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation.

7. Closed Circuit Television ("CCTV")/Video Equipment. Intentionally left blank – no CCTV/Video Equipment has been purchased.

D. Electronic Media; Personal Information;. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consent of the third parties, whose personal information Customer has provided to Johnson Controls, to use such information for the administration of Customer's account and as provided in this Agreement. Customer consents to Johnson Controls' collection, use, disclosure and transfer of Customer's personal information and that of third parties provided by Customer, including the use of service providers outside of Canada, for the purposes of setting up and administering the Services provided under this Agreement as well as administering the relationship between Customer and Johnson Controls (including credit approval, invoicing, collection and providing you with information on new equipment or services). Johnson Controls may collect (including Customer's consent to record telephone conversations), use, disclose and transfer Customer's personal information and that of third parties provided by Customer to Johnson Controls' parents, affiliates, subsidiaries and successor corporations or any subcontractor or assignee of this Contract within or outside Canada and thereby subject such information to the laws of such countries or any applicable authority having jurisdiction that requests such information to administer alarm monitoring services or alarm system license, permit or similar programs. Customer hereby consents to Johnson Controls performing commercially reasonable credit reference verifications and authorizes Johnson Controls or its service provider or assignee of this Agreement to consult third parties for credit reports or recommendations as to Customer's solvency.

E. Limitation of Liability. 1. Johnson Controls is not an insurer. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Services, System and Equipment provided and are unrelated to the value of Customer's property, the property of others located in Customer's premises, or any risk of loss on Customer's premises. 2. Johnson Controls' services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. Johnson Controls MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Accordingly, Johnson Controls and its suppliers do not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not Johnson Controls nor its suppliers. Insurance, if any, covering such risk shall be obtained by Customer. Neither of Johnson Controls nor its suppliers shall have any liability for loss, damage or injury due directly or indirectly to events, or the consequences therefrom, which the System or Services are intended to detect or avert. Customer shall look exclusively to its insurer and not to Johnson Controls or its suppliers to pay Customer in the event of any such loss, damage or injury. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Johnson Controls and its suppliers arising as a result of paying any claim for loss, damage or injury of Customer or another person.

3. If notwithstanding the provisions of this Section E, Johnson Controls and/or one or more of its suppliers are found liable for loss, damage or injury under any legal theory due to a failure of the Services, System or Equipment in any respect, the liability of Johnson Controls and its suppliers shall be limited to a sum equal to 10% of the Annual Service Charge or \$1,000, whichever is greater, as agreed upon damages and not as a penalty, as Customer's sole remedy. This will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from Johnson Controls' or its suppliers' failure to perform any of its obligations under this Agreement. If Customer requests, Johnson Controls may assume greater liability by attaching a Rider to this Agreement stating the extent of Johnson Controls' additional liability and the additional charges Customer will pay for Johnson Controls' assumption of such greater liability. However, such additional charges are not insurance premiums and Johnson Controls is not an insurer even if it enters into such a Rider.

4. The provisions of this Section E shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to Johnson Controls' or its suppliers' performance or nonperformance of their respective obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of Johnson Controls, its suppliers, agents or employees.

If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against Johnson Controls or its suppliers in any way relating to the Services, System or Equipment that are the subjects of this Agreement, then Customer shall indemnify and hold Johnson Controls and its suppliers harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

5. No suit or action shall be brought against Johnson Controls or its suppliers, agents, employees, subsidiaries, affiliates or parents (both direct and indirect) more than one year after the incident that resulted in the loss, injury or damage occurred. Except as provided for herein, Johnson Controls' claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. 6. The provisions of this Section E shall apply to and benefit Johnson Controls and its agents, employees, contractors, subsidiaries, affiliates, parents (both direct and indirect), vendors, suppliers and affinity marketers. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, then that department or other organization may also invoke the provisions of this Section E against any claims due to any failure of such department or organization. Johnson Controls and its suppliers are not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. 1. Other Charges; Remedies; Default; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 2. Termination. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Johnson Controls and will give Johnson Controls, without prejudice to any other right or remedy, the right to without notice: (a) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Johnson Controls' obligations under and/or terminate this Agreement and; (b) to charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (c) pay all of Johnson Controls' costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. Johnson Controls' election to continue providing future Services does not, in any way, diminish Johnson Controls' right to terminate or suspend Services or exercise any or all rights or remedies under this Agreement. Johnson Controls shall not be liable for any damages, claims, expenses or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring Services or Johnson Controls otherwise performs Services at the premises following suspension, those Services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Johnson Controls' efforts to collect payment, Customer shall immediately notify Johnson Controls in writing and explain the basis of the dispute. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. 3. If either party fails to perform any of its material obligations under this Agreement, the other party shall

provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination. 4. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement, or the affected portions, and discontinue any Service(s), at its sole discretion, upon notice to Customer if: (a) Johnson Controls' central monitoring center ("CMC") or remote operations center or either of these centers is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the municipal fire or police department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the Equipment or system not covered under the Warranty or Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in System malfunction; (d) the premises in which the Equipment or system is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls' performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, Equipment, or products (including component parts and/or materials) or because Johnson Controls or its supplier(s) has discontinued the manufacture or the sale of the Equipment and/or products or is no longer in the business of providing the Services; (f) Johnson Controls' performance of its obligations are prohibited because of changes in applicable laws, regulations or codes; (g) Customer fails to make payments when due; (h) in the event Johnson Controls is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement; (i) Customer fails to maintain any required licenses or permits; (j) Johnson Controls receives an excessive number of false alarms. In addition, if the Equipment or system continuously sends signals that Johnson Controls reasonably determines to be false or excessive, the Customer will be responsible for additional costs and fees incurred by Johnson Controls in receiving and/or responding to these signals. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination. Client located in Quebec expressly waives its right to terminate the Agreement unilaterally as provided under section 2125 of the Quebec Civil Code and understands that it must maintain the Services for the Initial Term and any renewal term. Johnson Controls may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Johnson Controls' performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the Canadian Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of Canada or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third-party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. Johnson Controls assumes no liability for delays in installation of the Equipment or for the consequences therefrom, however caused. Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Johnson Controls to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Johnson Controls, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Johnson Controls. If Johnson Controls' performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Johnson Controls shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Johnson Controls is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Johnson Controls will be entitled to extend the relevant completion date by the amount of time that Johnson Controls was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Johnson Controls' cost to perform the services, Customer is obligated to reimburse Johnson Controls for such increased costs, including, without limitation, costs incurred by Johnson Controls for additional labor, inventory storage, expedited shipping fees, trailer and

equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Johnson Controls in connection with the Force Majeure Event.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Digital Enabled Services, Software and Hosted Software Services. If Johnson Controls provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Johnson Controls' cloud-hosted software applications. Customer consents to and grants Johnson Controls right to collect, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Johnson Controls products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Johnson Controls secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Johnson Controls software and related equipment installed at Customer facilities and Johnson Controls cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Johnson Controls Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Johnson Controls' standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Johnson Controls General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the Johnson Controls Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Johnson Controls and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

N. Audio Enabled Devices. Customer acknowledges and agrees that Customer's decision to install and/or activate security equipment with audio recording and/or monitoring capability ("Audio Enabled Devices") is based solely on Customer's own independent business judgment or knowledge of applicable law. Johnson Controls does not recommend, endorse, or render an opinion, legal or otherwise regarding such decision. Certain laws may limit or preclude the use of Audio Enabled Devices in Customer's premises. It is the responsibility of the Customer to know and fully comply with all applicable laws, including but not limited to any or all requirements that clear and conspicuous notice be provided concerning of the use of Audio Enabled Devices in Customer's premises. In providing, installing and/or activating such Audio Enabled Devices, Johnson Controls is relying on Customer's representations and agreements and the terms set forth in this Agreement shall fully apply.

O. Privacy. 1. Johnson Controls as Processor: Where Johnson Controls factually acts as Processor of Personal Data (as defined therein) on behalf of Customer, the terms at www.johnsoncontrols.com/dpa shall apply. 2. Johnson Controls as Controller: Johnson Controls will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Johnson Controls' Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Johnson Controls' Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

P. English and French Clause. This Agreement has been drawn up in English at the request of and with the full concurrence of the Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

Q. Choice of Law/Forum.

Johnson Controls shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. This Agreement shall be governed by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniense. In the event the matter is submitted to a court, Johnson Controls and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Johnson Controls, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Johnson Controls' reasonable collection costs (including legal fees and expenses).



COMMERCIAL SALES AGREEMENT

TOWN NO.
00013-LONDON

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-8WCHA7F

ADDITIONAL TERMS AND CONDITIONS

DATE: 2/15/2025

Tyco Integrated Fire & Security Canada, Inc. o/a Johnson Controls ("Johnson Controls")

Yatindra Mishra
2400 Skymark Drive,
Mississauga, ON L4W 5K5
Tele. No. (647) 764-6255

Town of Goderich
d/b/a:
("Customer")

Customer Billing Information
190 SUNCOAST DR E,
GODERICH, ON N7A 4N4
Attn:
Tele. No.

Customer Premises Served
190 SUNCOAST DR E,
GODERICH, ON N7A 4N4
Attn:
Tele. No.

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

TYCO INTEGRATED FIRE & SECURITY CANADA, INC. O/A JOHNSON CONTROLS

Presented by: Yatindra Mishra
(Signature of Johnson Controls Sales Representative)

Sales Agent: Yatindra Mishra
Sales Representative Registration Number (if applicable): _____

CUSTOMER: _____

Accepted By: _____
(Signature of Customer's Authorized Representative)

(Name Printed)

Title: _____

Date Signed: _____



COMMERCIAL SALES AGREEMENT

TOWN NO.
00013-LONDON

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-8WCHWAP

DATE: 2/15/2025

Tyco Integrated Fire & Security Canada, Inc. o/a Johnson Controls ("Johnson Controls")
Yatindra Mishra
2400 Skymark Drive,
Mississauga, ON L4W 5K5
Tele. No. (647) 764-6255

Town Of Goderich
d/b/a:
("Customer")
Customer Billing Information
376 CAMBRIDGE ST.,
GODERICH, ON N7A 2Z1
Attn:
Tele. No.

Customer Premises Served
376 CAMBRIDGE ST.,
GODERICH, ON N7A 2Z1
Attn:
Tele. No.

This Commercial Sales Agreement is between Customer and Tyco Integrated Fire & Security Canada, Inc. o/a Johnson Controls ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) Scope of Work ("SOW"). This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

I. THE FOLLOWING DOCUMENTS, IF APPLICABLE ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- (a) Hazardous Substance Checklist and Customer Letter
- (b) Scope of Work
- (c) Terms and Conditions
- (d) Additional Terms and Conditions
- (e) Provincial Specific Forms, if applicable (e.g., local permit applications)
- (f) CAF Customer Installation Acceptance Form (specific to Equipment/Services purchased)
- (g) If multiple locations, see attached schedule

II. CHARGES AND FEES; TAXES:

a. Equipment Installation. Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values set forth herein. If the schedule of values includes an upfront installation deposit, it will be paid within 30 days of contract signing. Johnson Controls will not commence work until such deposit has been received. The remaining portion of the total installation charge for installation and commissioning will be progress billed monthly through completion of the job. Company progress-based billing can include progress payments for materials, goods, and equipment (ordered, delivered, or stored), and for any pre-design, engineering, installation work or Services. The proposed total installation charge is contingent upon Customer agreeing to these payment and invoicing terms. Any outstanding Installation Charges and/or fees shall be due and payable as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the Statement of Work must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. Until Customer has paid Johnson Controls the Total Installation Charge and fees, and taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all proceeds thereof to secure such payment.

b. Services. Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance (the "Annual Service Charges"). Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year.

c. Term. The initial term of this Agreement shall be 5 year(s) (the "Initial Term") and shall commence on the date of this Agreement and continue as set forth herein. After the Initial Term, this Agreement will automatically renew for successive terms equal to the same length as the Initial Term unless the Customer or Johnson Controls gives written notice to the other that it does not want to renew at least sixty (60) days before the end of the then-current term (each a "Renewal Term"). The Initial Term and any Renewal Term may be referred to herein as the "Term." If this Agreement is renewed, Johnson Controls will provide Customer with notice of any adjustments in the Charges, fees and/or taxes applicable to the Renewal Term. Unless Customer terminates the Agreement at least sixty (60) days prior to the start of such Renewal Term, the adjusted Charges, fees and/or taxes will be the Charges, fees and taxes for the Renewal Term. Customer agrees to issue and send a purchase order to Johnson Controls at least thirty (30) days prior to expiration of the Initial Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to Johnson Controls. No purchase order is required for any emergency work requested by Customer. Customer shall have no right to reject such invoices due to the lack of a purchase order. For termination prior to the end of the Term, Customer agrees to pay Johnson Controls, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Customer shall provide Johnson Controls with reasonable access to the premises to remove any Johnson Controls property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that Johnson Controls may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

d. Pricing and Taxes. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Notwithstanding any other term in this Agreement, Johnson Controls may increase prices upon notice to Customer to reflect increases in material and labor costs. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to Johnson Controls and the applicable taxing authorities. If Johnson Controls is required to pay any such Taxes or other charges, Customer shall reimburse Johnson Controls on demand. If any such exemption certificate is invalid, then Customer will immediately pay Johnson Controls the amount of the Taxes, plus penalties and interest. Prices may be adjusted by Johnson Controls prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s). Customer agrees to pay any fees or charges imposed by any government body, telephone, communication, or signal transmission company or administration fees or service charges assessed against or by Johnson Controls related to AHJ requirements and/or changes to applicable laws relating to the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement. This Agreement is entered into with the understanding that the Services to be provided by Johnson Controls are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Johnson Controls, Johnson Controls reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Customer shall provide financial information requested by Johnson Controls to verify Customer's ability to pay for goods or services. Work performed on a time and material basis shall be at the then-prevailing Johnson Controls rate for material, labor, and related items, in effect at the time supplied under this Agreement.

e. Invoicing. Pricing is based upon the billing and payment terms set forth in this Agreement. Fees and other amounts due hereunder are due thirty (30) days from the date of the invoice, which shall be paid by Customer via ACH/EFT bank transfer. Such payment is a condition precedent to Johnson Controls' obligation to perform Services under the Agreement. Any invoice disputes are waived unless identified in writing by Customer within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. If Customer fails to provide financial information or if Johnson Controls, in its sole discretion has grounds to question Customer's ability or willingness to make payments when due (e.g. not making payments when due, late payments, or a reduction in Customer's credit score), Johnson Controls may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Johnson Controls may have against Customer, Johnson Controls shall provide Customer with advance written notice of changes to payment terms..

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, SOW or other document issued by Customer. Any changes must be mutually agreed to in writing by the authorized representatives of the Customer and Johnson Controls. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within thirty (30) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the

premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE. THIS AGREEMENT IS CONTINGENT ON CREDIT APPROVAL, WHICH MAY BE CHECKED AT JOHNSON CONTROLS' DISCRETION AND REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. SHOULD CREDIT AND/OR APPROVAL BE DECLINED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS' ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.



COMMERCIAL SALES AGREEMENT

TOWN NO.
00013-LONDON

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-8WCHWAP

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL
HERE _____

TYCO INTEGRATED FIRE & SECURITY CANADA, INC. O/A JOHNSON CONTROLS

CUSTOMER: _____

Presented by: Yatindra Mishra
(Signature of Johnson Controls Sales Representative)

Accepted By: _____
(Signature of Customer's Authorized Representative)

Sales Agent: Yatindra Mishra

(Name Printed)

Title: _____

Date Signed: _____

CUSTOMER ACCEPTANCE

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 Agreement

YES: Single PO Required for Initial Term

Annual PO Required

ANSC PO Required Yearly (ANSC = Annual Service Charge)

AR Invoice are accepted via e-mail: YES: Email address to be used: _____

NO: Please submit invoices via mail NO: Please submit via _____

[Remainder of Page Left Intentionally Blank]



COMMERCIAL SALES AGREEMENT

TOWN NO.
00013-LONDON

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-8WCHWAP

SCOPE OF WORK

IV. SCOPE OF WORK ("SOW"): Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Johnson Controls Owned - Johnson Controls may remove or upon written notice to the Customer, abandon in whole or in part, all devices, instruments, appliances, cabinets, and other materials associated with the system, upon termination of this agreement, without obligation to repair or redecorate any portion of the Customer's premises upon such removal, and the removal or abandonment of such materials shall not be held to constitute a waiver of the right of Johnson Controls to collect any charges which have been accrued or may be accrued hereunder.

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:
Video Surveillance Services:
Managed Access Control Services:
Video Equipment:
Preventive Maintenance/Inspection:
Additional Services:

Fire System Monitoring
No Service Selected
No Service Selected
No Service Selected
Other System Expert Maintenance, Fire Annual Inspection (Hardware Only)
Proactive Battery Replacement Service, IP Communication (Primary) with Cell Backup

C. Equipment to be Installed ("Equipment"): Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(es). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facilities as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's communications facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) providing and installing software/firmware required by the Equipment; (v) performing testing as required to establish that the Equipment is connected, is functioning according to its specifications, and is communicating over Customer's communications facilities; and (vi) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	DSC NEOControlPanelKit.ContainsoneHS2032NKcontrolpanel,oneHS2LCDFullMessageLCDHardwiredKeypadandoneT	
1	This item identifies the estimate as Standard and NOT PART of Technology Refresh of older Tech	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount:	\$1,510.00
* Estimated Tax(es):	\$0.00
TOTAL INSTALLATION CHARGE:	\$1,510.00
Installation Deposit Amount:	\$906.00

Planned Monthly Progress Billing Schedule of Values	
Description	%
Deposit/Advance Payment/Mobilization	60%
Monthly Progress Billing (Installation/Commissioning)	40%

2. Annual Service Charge:

Annual Service Charge Amount:	\$1,216.58
* Estimated Tax(es):	\$0.00
TOTAL ANNUAL SERVICE CHARGE:	\$1,216.58

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

E. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: John Dobie <jdobie@goderich.ca>; Facilities Service Manager Sales rep : Yatindra Mishra, 416-550-1948, yatindra.mishra@jci.com

System Operation: Existing Fire monitoring system on PC1864 to be upgraded to DSC Neo Fire monitoring kit. Call list to remain same. Please use existing cabling.

Programming Info: Standard BA programming.

Site Conditions:

Existing Equipment:

Customer Expectations:

Training Expectations: Please train the client in using the system.

General Comments:

Customer Responsibilities / Johnson Controls Exclusions: "Client to supply 1 AC 110V GFI outlet beside control on dedicated breaker to hardwire TIFS Supplied transformer into outlet. Operating telco line at location of head end equipment. If signal from cell device that is hooked up to TIFS monitoring panel is not strong enough then extra charges to apply to solve problem. Coordinate with manager on duty. To make passage and work spaces clear prior to starting work or bringing equipment. Utilize all existing devices/equipment where possible. TIF&S is not responsible for patch work and redecorating."

Documentation Needs:

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V. Customer and Johnson Controls agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification ("Alarm Monitoring") Services. 1. If Customer has purchased alarm monitoring service that includes response by police, fire department, guard, medical emergency notification or two way voice monitoring services and such an alarm is received at JCI's CMC, then JCI may, in its sole discretion or if required by law, attempt to contact Customer and/or anyone Customer has identified on Customer's Emergency Contact List ("ECL") to confirm that the alarm is not false. If JOHNSON CONTROLS does not contact Customer or someone on Customer's ECL or, if JOHNSON CONTROLS questions the response received upon such contact, then: (a) JOHNSON CONTROLS will attempt to notify the appropriate police or fire department; or, (b) if Guard Response Service is being provided and an alarm requires police response, JOHNSON CONTROLS will attempt to dispatch a representative to make an investigation of the exterior of the premises from his/her vehicle and, upon evidence of a crime, JOHNSON CONTROLS will attempt to notify the appropriate police department. Customer agrees that JOHNSON CONTROLS will have no liability pertaining to the recording (or failure to record) or publication of any communications, Internet, or other Video recordings or the quality of such recordings, if any. If JOHNSON CONTROLS provides supervisory alarm or trouble alarm monitoring services (or if such services are actively programmed into the System) and such an alarm is received at JOHNSON CONTROLS's CMC, JOHNSON CONTROLS may attempt to notify Customer's designated representative. JOHNSON CONTROLS may use an automated calling device to deliver such notification. 2. The installed Equipment may not operate with other companies' alarm monitoring equipment. If Customer cancels any Service, this incompatibility may prevent Customer from continuing to use the installed Equipment. Customer understands that local laws, ordinances or governmental policies may restrict and/or limit JOHNSON CONTROLS's ability to provide alarm monitoring and notification services and/or necessitate modified or additional services and expense to Customer. 3. Customer understands that JOHNSON CONTROLS may employ any number of industry-recognized measures to help reduce occurrences of false alarms. These measures include, but are not limited to, implementation of default settings on alarm panels and various procedures at JOHNSON CONTROLS's CMC to determine when and how to respond, if at all, to certain alarm events. Customer consents to the use of these measures and agrees these measures can result in no alarm signal being sent from an alarm zone in Customer's premises after the initial activation until the Customer manually resets the system. Customer understands that, upon receiving notification that an alarm signal has been received by JOHNSON CONTROLS, the police department, fire department or other responding authority may forcibly enter my premises. 4. Intrusion detection/burglar alarm equipment may require activation of two sensors, or a second activation of a single sensor, or activation of a continuous alarm event from a single sensor to meet the requirements of local laws, ordinances or other requirements of the police department. Customer is solely responsible for operating on-premises bypass or switch units to disconnect or reconnect the alarm sounding or transmitting equipment. 5. If such service is available/required in Customer's location a "Direct Connection" may be made to the Customer's police, fire department, or other agency, and signals transmitted by the System will be monitored directly by such police, fire department, or other agency personnel (collectively, "Municipal Personnel"), none of whom are agents of JOHNSON CONTROLS. JOHNSON CONTROLS does not assume any responsibility or liability for the manner in which such signals are monitored or the response, if any, made by such Municipal Personnel to such signals. 6. If Customer chooses a JOHNSON CONTROLS approved cellular back-up service, alarm signals may be transmitted to JOHNSON CONTROLS's CMC from Customer's premises over a cellular communications network if Customer's traditional telephone service is interrupted. 6. 5 day Familiarization Period. If a 5 day familiarization period is required by Law and/or is requested by Customer and agreed to by JOHNSON CONTROLS for Customer to become familiar with system operation, Customer agrees that during the 5 day period that immediately follows the completion of the installation and connection to JOHNSON CONTROLS's CMC, JOHNSON CONTROLS has no obligation and will not respond to any signal (including an alarm signal) received at JOHNSON CONTROLS's CMC from Customer's Premises. Customer also agrees that during this period, JOHNSON CONTROLS has no obligation and will not attempt to notify any authorities, Customer or persons on Customer's ECL or take any other action in respect of a signal.

A.2. Communication Facilities. (a) Authorization. To facilitate Johnson Controls' ability to provide Service under this Agreement, Johnson Controls to request information, service, or equipment in any respect on behalf of Customer to Customer's telephone service provider, wireless carrier, or other entity providing communication facilities or services for transmission of alarm signals (the "TeleCo"). (b) Digital Communicator. If a Digital Communicator is used to connect to Johnson Controls' CMC, Customer will provide a connection through a telephone jack to Customer's TeleCo service as required to operate the System, Equipment, or to provide the Service. Such connection will be electrically first before any other telephone or Customer equipment, and will be located within 10 feet of the alarm/control panel. Johnson Controls will provide such connection at Customer's request and expense. (c) General. Customer understands that: (a) The TeleCo's liability is limited to the same extent as JCI's liability in Paragraph E of this Agreement; (b) JCI will not receive alarm signals, voice data or images (collectively "alarm signals") when the communication mode is not operating or has been cut, interfered with or is otherwise damaged, or if the alarm system is unable to acquire, transmit or maintain an alarm signal over the Customer's communication mode for any reason; (c) Customer acknowledges that any decision to use a non-approved TeleCo service as the means for transmitting alarm signals is based on Customer's own independent business judgment and that such decision is made without any assistance or recommendation from JCI. If JCI determines in its sole discretion that Customer's communication mode is, or later becomes non-compatible, or if Customer changes to another communication mode that is non-compatible, then Customer must put in place an alternate mode of communication between Customer's alarm system and JCI's CMC that is acceptable to JCI; (d) Transmission of fire alarm signals by means other than a traditional telephone line may not comply with applicable fire alarm or other standards or codes, and it is solely Customer's obligation to ensure compliance with such standards and codes; (e) If the alarm system has a line-cut feature, it may not always be able to detect if my communication line is cut or interrupted. JOHNSON CONTROLS' RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN CUSTOMER'S PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JOHNSON CONTROLS CMC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELECO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELECO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELECO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELECOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JOHNSON CONTROLS' ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELECO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JOHNSON CONTROLS WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELECO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELECO SERVICE'S DATA FORMAT AFTER JOHNSON CONTROLS' INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELECO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JOHNSON CONTROLS' CMC. IF Johnson Controls DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS COMPATIBLE, Johnson Controls WILL PERMIT CUSTOMER TO USE ITS TELECO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS. ALTHOUGH CUSTOMER UNDERSTANDS THAT Johnson Controls RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO Johnson Controls' CMC REGARDLESS OF THE TYPE OF TELECO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF Johnson Controls DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELECO SERVICE THAT IS NOT COMPATIBLE, THEN Johnson Controls WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO Johnson Controls AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO Johnson Controls' CMC. Johnson Controls WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELECO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELECO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELECO SERVICE IS INTERRUPTED, AND THAT Johnson Controls MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELECO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELECO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF Johnson Controls. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELECO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELECO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

A.3.1. Enhanced Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.2. Expert Maintenance Service Plan ("Expert Maintenance"). 1. If Expert Maintenance is purchased, Johnson Controls will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under Expert Maintenance and any requested service will be provided on a time and materials

basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) "Conditions" not covered by Warranty shown below. Customer shall pay for any related labor and/or materials for such work at Johnson Controls' then applicable rates. Additional charges may apply for service requiring the use of a lift. Johnson Controls' obligation to perform Expert Maintenance service relates solely to the covered Equipment. 2. If Expert Maintenance is not purchased prior to the expiration of the Equipment Warranty, Johnson Controls will provide such Expert Maintenance only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Johnson Controls' specifications and/or the standards set by applicable law. 3. Expert Maintenance will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Expert Maintenance performed outside of these hours is subject to additional charges. Provision of Expert Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer ("OEM"). 4. The expense of all extraordinary maintenance and repair necessitated by or due to changes or alterations in the Customer's premises, alterations to the Covered System made by or at the request of Customer, or made necessary by damage to the premises or to the Covered System, or to any cause beyond the control of JOHNSON CONTROLS, will be borne by the Customer.

A.3.3. Optimum Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.4. Essential Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.4. Testing/Inspections Service ("T/I"). If T/I Service is purchased, Johnson Controls will provide the number of inspections/tests on the covered Equipment as specified in this Agreement. Such T/I Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays/T/I Service performed outside of these hours is subject to additional charges.). If the Customer's facility is located more than 50 kilometers away from a Johnson Controls location, Customer will pay for travel, accommodation, and related costs at Johnson Controls' then applicable rates.

A.5. Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.7. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.8. Hosted Access. Intentionally left blank - Services have not been purchased.

A.9. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.10. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.10. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.11. Software Support Services – No Upgrades. Intentionally left blank - Services have not been purchased.

A.12. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank – Lynx System/Services have not been purchased.

A.13. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.

A.14. Proactive Health Services. Intentionally left blank - Services have not been purchased.

A.15. Halo Smart Sensor System. Intentionally left blank - System have not been purchased.

A.16. CloudVue Service. Intentionally left blank - Services have not been purchased.

A.17. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.

A.18. Sabre Systems Service. Intentionally left blank - Services have not been purchased.

A.19. Cantronics Telethermographic Device. Intentionally left blank - Services have not been purchased.

A.20. Digital Barriers Telethermographic System. Intentionally left blank - Services have not been purchased.

A.21. Qolsys Panel. Intentionally left blank - Panel have not been purchased.

A.23. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.24. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Training Services.

B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.

3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.

4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE. Johnson Controls makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

5. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Johnson Controls, such as suggestions as to design use and suitability of the Equipment and products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that Johnson Controls is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of the Equipment or products. Customer assumes exclusive responsibility for determining if the Equipment and products supplied by

Johnson Controls are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the Equipment or products.

C. System Requirements, Miscellaneous. The following provisions apply to all Systems, Equipment, or Services installed or furnished by Johnson Controls under this Agreement. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories of Canada. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 4. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation.

7. Closed Circuit Television ("CCTV")/Video Equipment. Intentionally left blank – no CCTV/Video Equipment has been purchased.

D. Electronic Media; Personal Information;. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consent of the third parties, whose personal information Customer has provided to Johnson Controls, to use such information for the administration of Customer's account and as provided in this Agreement. Customer consents to Johnson Controls' collection, use, disclosure and transfer of Customer's personal information and that of third parties provided by Customer, including the use of service providers outside of Canada, for the purposes of setting up and administering the Services provided under this Agreement as well as administering the relationship between Customer and Johnson Controls (including credit approval, invoicing, collection and providing you with information on new equipment or services). Johnson Controls may collect (including Customer's consent to record telephone conversations), use, disclose and transfer Customer's personal information and that of third parties provided by Customer to Johnson Controls' parents, affiliates, subsidiaries and successor corporations or any subcontractor or assignee of this Contract within or outside Canada and thereby subject such information to the laws of such countries or any applicable authority having jurisdiction that requests such information to administer alarm monitoring services or alarm system license, permit or similar programs. Customer hereby consents to Johnson Controls performing commercially reasonable credit reference verifications and authorizes Johnson Controls or its service provider or assignee of this Agreement to consult third parties for credit reports or recommendations as to Customer's solvency.

E. Limitation of Liability. 1. Johnson Controls is not an insurer. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Services, System and Equipment provided and are unrelated to the value of Customer's property, the property of others located in Customer's premises, or any risk of loss on Customer's premises. 2. Johnson Controls' services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. Johnson Controls MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Accordingly, Johnson Controls and its suppliers do not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not Johnson Controls nor its suppliers. Insurance, if any, covering such risk shall be obtained by Customer. Neither of Johnson Controls nor its suppliers shall have any liability for loss, damage or injury due directly or indirectly to events, or the consequences therefrom, which the System or Services are intended to detect or avert. Customer shall look exclusively to its insurer and not to Johnson Controls or its suppliers to pay Customer in the event of any such loss, damage or injury. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Johnson Controls and its suppliers arising as a result of paying any claim for loss, damage or injury of Customer or another person.

3. If notwithstanding the provisions of this Section E, Johnson Controls and/or one or more of its suppliers are found liable for loss, damage or injury under any legal theory due to a failure of the Services, System or Equipment in any respect, the liability of Johnson Controls and its suppliers shall be limited to a sum equal to 10% of the Annual Service Charge or \$1,000, whichever is greater, as agreed upon damages and not as a penalty, as Customer's sole remedy. This will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from Johnson Controls' or its suppliers' failure to perform any of its obligations under this Agreement. If Customer requests, Johnson Controls may assume greater liability by attaching a Rider to this Agreement stating the extent of Johnson Controls' additional liability and the additional charges Customer will pay for Johnson Controls' assumption of such greater liability. However, such additional charges are not insurance premiums and Johnson Controls is not an insurer even if it enters into such a Rider.

4. The provisions of this Section E shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to Johnson Controls' or its suppliers' performance or nonperformance of their respective obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of Johnson Controls, its suppliers, agents or employees.

If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against Johnson Controls or its suppliers in any way relating to the Services, System or Equipment that are the subjects of this Agreement, then Customer shall indemnify and hold Johnson Controls and its suppliers harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

5. No suit or action shall be brought against Johnson Controls or its suppliers, agents, employees, subsidiaries, affiliates or parents (both direct and indirect) more than one year after the incident that resulted in the loss, injury or damage occurred. Except as provided for herein, Johnson Controls' claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. 6. The provisions of this Section E shall apply to and benefit Johnson Controls and its agents, employees, contractors, subsidiaries, affiliates, parents (both direct and indirect), vendors, suppliers and affinity marketers. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, then that department or other organization may also invoke the provisions of this Section E against any claims due to any failure of such department or organization. Johnson Controls and its suppliers are not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. 1. Other Charges; Remedies; Default; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 2. Termination. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Johnson Controls and will give Johnson Controls, without prejudice to any other right or remedy, the right to without notice: (a) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Johnson Controls' obligations under and/or terminate this Agreement and; (b) to charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (c) pay all of Johnson Controls' costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. Johnson Controls' election to continue providing future Services does not, in any way, diminish Johnson Controls' right to terminate or suspend Services or exercise any or all rights or remedies under this Agreement. Johnson Controls shall not be liable for any damages, claims, expenses or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring Services or Johnson Controls otherwise performs Services at the premises following suspension, those Services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Johnson Controls' efforts to collect payment, Customer shall immediately notify Johnson Controls in writing and explain the basis of the dispute. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. 3. If either party fails to perform any of its material obligations under this Agreement, the other party shall

provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination. 4. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement, or the affected portions, and discontinue any Service(s), at its sole discretion, upon notice to Customer if: (a) Johnson Controls' central monitoring center ("CMC") or remote operations center or either of these centers is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the municipal fire or police department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the Equipment or system not covered under the Warranty or Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in System malfunction; (d) the premises in which the Equipment or system is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls' performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, Equipment, or products (including component parts and/or materials) or because Johnson Controls or its supplier(s) has discontinued the manufacture or the sale of the Equipment and/or products or is no longer in the business of providing the Services; (f) Johnson Controls' performance of its obligations are prohibited because of changes in applicable laws, regulations or codes; (g) Customer fails to make payments when due; (h) in the event Johnson Controls is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement; (i) Customer fails to maintain any required licenses or permits; (j) Johnson Controls receives an excessive number of false alarms. In addition, if the Equipment or system continuously sends signals that Johnson Controls reasonably determines to be false or excessive, the Customer will be responsible for additional costs and fees incurred by Johnson Controls in receiving and/or responding to these signals. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination. Client located in Quebec expressly waives its right to terminate the Agreement unilaterally as provided under section 2125 of the Quebec Civil Code and understands that it must maintain the Services for the Initial Term and any renewal term. Johnson Controls may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Johnson Controls' performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the Canadian Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of Canada or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third-party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. Johnson Controls assumes no liability for delays in installation of the Equipment or for the consequences therefrom, however caused. Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Johnson Controls to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Johnson Controls, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Johnson Controls. If Johnson Controls' performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Johnson Controls shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Johnson Controls is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Johnson Controls will be entitled to extend the relevant completion date by the amount of time that Johnson Controls was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Johnson Controls' cost to perform the services, Customer is obligated to reimburse Johnson Controls for such increased costs, including, without limitation, costs incurred by Johnson Controls for additional labor, inventory storage, expedited shipping fees, trailer and

equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Johnson Controls in connection with the Force Majeure Event.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Digital Enabled Services, Software and Hosted Software Services. If Johnson Controls provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Johnson Controls' cloud-hosted software applications. Customer consents to and grants Johnson Controls right to collect, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Johnson Controls products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Johnson Controls secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Johnson Controls software and related equipment installed at Customer facilities and Johnson Controls cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Johnson Controls Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Johnson Controls' standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Johnson Controls General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the Johnson Controls Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Johnson Controls and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

N. Audio Enabled Devices. Customer acknowledges and agrees that Customer's decision to install and/or activate security equipment with audio recording and/or monitoring capability ("Audio Enabled Devices") is based solely on Customer's own independent business judgment or knowledge of applicable law. Johnson Controls does not recommend, endorse, or render an opinion, legal or otherwise regarding such decision. Certain laws may limit or preclude the use of Audio Enabled Devices in Customer's premises. It is the responsibility of the Customer to know and fully comply with all applicable laws, including but not limited to any or all requirements that clear and conspicuous notice be provided concerning the use of Audio Enabled Devices in Customer's premises. In providing, installing and/or activating such Audio Enabled Devices, Johnson Controls is relying on Customer's representations and agreements and the terms set forth in this Agreement shall fully apply.

O. Privacy. 1. Johnson Controls as Processor: Where Johnson Controls factually acts as Processor of Personal Data (as defined therein) on behalf of Customer, the terms at www.johnsoncontrols.com/dpa shall apply. 2. Johnson Controls as Controller: Johnson Controls will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Johnson Controls' Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Johnson Controls' Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

P. English and French Clause. This Agreement has been drawn up in English at the request of and with the full concurrence of the Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

Q. Choice of Law/Forum.

Johnson Controls shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. This Agreement shall be governed by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniense. In the event the matter is submitted to a court, Johnson Controls and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Johnson Controls, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Johnson Controls' reasonable collection costs (including legal fees and expenses).



COMMERCIAL SALES AGREEMENT

TOWN NO.
00013-LONDON

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-8WCHWAP

ADDITIONAL TERMS AND CONDITIONS

DATE: 2/15/2025

Tyco Integrated Fire & Security Canada, Inc. o/a Johnson Controls ("Johnson Controls")

Yatindra Mishra
2400 Skymark Drive,
Mississauga, ON L4W 5K5
Tele. No. (647) 764-6255

Town Of Goderich
d/b/a:
("Customer")

Customer Billing Information
376 CAMBRIDGE ST,
GODERICH, ON N7A 2Z1
Attn:
Tele. No.

Customer Premises Served
376 CAMBRIDGE ST,
GODERICH, ON N7A 2Z1
Attn:
Tele. No.

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

TYCO INTEGRATED FIRE & SECURITY CANADA, INC. O/A JOHNSON CONTROLS

Presented by: Yatindra Mishra
(Signature of Johnson Controls Sales Representative)

Sales Agent: Yatindra Mishra
Sales Representative Registration Number (if applicable): _____

CUSTOMER: _____

Accepted By: _____
(Signature of Customer's Authorized Representative)

(Name Printed)

Title: _____

Date Signed: _____

Staff Report

To: Mayor Bazinet and Members of Council
Report From: John Dobie Facilities Services Manager
Meeting Date: April 7, 2025
Subject: Maitland Recreation Centre Front Door Replacement
Attachment(s): 1) Quote from Allegion

Recommendation:

That Goderich Town Council authorizes the replacement of the front doors at the Maitland Recreation Centre in the amount of \$16,200.00;

And That the funds for the front door replacement be taken from the Recreation Reserve Fund, subject to any recovery available through insurance.

Report Summary:

On March 7, 2025, at approximately 1 AM the front automatic doors at the Maitland Recreation Centre were damaged when a vehicle was used to ram the doors and gain entry by a lone male. As a result, the front doors need replacement.

Background and Analysis:

Allegion Canada Access Inc. (formerly Stanley Automatics) were called to assess the doors. Stanley has been the Town's long-time provider for automated doors in Town of Goderich Facilities. Allegion were able to make the doors functional and operational at an acceptable safety level. It is clear the doors need replacing as soon as possible to maintain the safety and security of the facility.

Linkage:

- Corporate Strategic Plan Priority #1: Safe and Reliable Infrastructure

Financial Impacts and/or Source of Funding:

The financial impact on the Corporation is \$16,200. Town staff propose that the funds required to replace the door come from the Recreation Reserve Fund. Staff are following up with the Town's insurer regarding the Town's ability to recover some of the cost.

Consulted With:

Sean Thomas, Director of Community Services, Infrastructure and Operations
Deanna Hastie, Director of Corporate Services/Treasurer

Approved By:

Janice Hallahan, Chief Administrative Officer
Andrea Fisher, Director of Legislative Services/Clerk



STANLEY
Access Technologies
Part of the Allegion family of brands

Note: Please ensure that POs, contracts, payments, and other legal documents are issued to **Allegion Canada Access Inc.**

Custom Quote

Quote Number: Q-207520

MAITLAND RECREATION CENTRE door replacement

Created For

MAITLAND RECREATION CENTRE

3/19/2025

Allegion Canada Access Inc • WWW.STANLEYACCESS.COM

MAITLAND RECREATION CENTRE
190 SUNCOAST DR E
GODERICH, ON N7A 4N4
Phone: 519-524-2125
Attn: GREG MORNINGSTAR
Email: recreation@goderich.ca

Dave Evans
Territory Manager

Quotation: Q-207520
MAITLAND RECREATION CENTRE
door replacement

London Branch
3392 Wonderland Road South
Building 5 Unit 3
London, ON N6L 1A8
Phone: 905-309-5294
Mobile: 289-260-4153
Email: david.evans@allegion.com

19 March, 2025

Note: Please ensure that POs, contracts, payments, and other legal documents are issued to **Allegion Canada Access Inc.**

Allegion Canada Access Inc is pleased to provide you a quotation to Furnish and Install the following:

Product Summary:

1 ea. Dura-Glide 3000 BP siding door system. 192" x 92" x 125" dark bronze anodized finish c/w 5/8" glass.

Net Price: CAD 16,200.00

Scope of Work

Removal of existing sliding door. Installation of new sliding door.

All electrical by others.

Lead Time: Current equipment lead time is 8-10 weeks from receipt of order and approved shop drawings. Equipment is furnished and installed during normal business hours (8:00 AM - 4:30 PM, Mon - Fri).

Warranty: 1 year parts and labor. During normal business hours Mon - Fri 8:00 AM - 4:30 PM

Exclusions

- 120 volts AC to inside auto door header 5 amp min.
- Painting, patching & flooring work.
- After hours premium labor

If you would like to pay by Credit Card, please contact us at 1(800) 722-2377 Ext. 4.
We accept the following Credit Cards:



MAITLAND RECREATION CENTRE
190 SUNCOAST DR E
GODERICH, ON N7A 4N4
Phone: 519-524-2125
Attn: GREG MORNINGSTAR
Email: recreation@goderich.ca

Dave Evans
Territory Manager

Quotation: Q-207520
MAITLAND RECREATION CENTRE
door replacement

London Branch
3392 Wonderland Road South
Building 5 Unit 3
London, ON N6L 1A8
Phone: 905-309-5294
Mobile: 289-260-4153
Email: david.evans@allegion.com

Conditions:

Acceptance of this quotation / proposal by the purchasing unit shall constitute an order and is a contract for the purchase of the articles and services described therein on the terms outlined herein. Additional or different terms applicable to a sale may be specified in the body of a Allegion Canada Access Inc (hereinafter " Company ") document or agreed to in writing by the parties.

- 1 Payment by purchaser to the Company shall be Net 30 days from date of invoice, subject only to contract termination by the Company in the event of an adverse credit decision by the Company's Credit Department. Late payments are subject to a charge equal to 1.5% per month of the amount outstanding or the maximum allowed by law, whichever is less.
- 2 Payment is not contingent upon purchaser's receipt of moneys from owner or any other source.
- 3 The following shall represent events of default by purchaser in the terms of this contract: non-payment in accordance with the terms set out herein, cancellation of this order by purchaser or refusal by purchaser or its agent to accept delivery of goods from the Company.
- 4 In the event of default by purchaser, purchaser agrees to pay the Company the contract price for all work completed by the Company to the date of default or cancellation as well as all of the Company's costs and expenses incurred in enforcing the terms of this contract including, but not limited to a reasonable attorney's fee, collection and court costs.
- 5 Except for purchaser's payment obligations, neither party shall be liable for any failure under this agreement due to acts of nature, earthquake or storm; failure of public utilities or common carriers; or any other causes beyond the reasonable control of the affected party.
- 6 Unless accepted by purchaser, this quotation shall expire ninety days from the date hereof.
- 7 Sales tax, if applicable, is not included in this Quotation.
- 8 The Warranty as outlined in the Quotation will not apply if the products: (1) have been altered, except by the Company; (2) have not been installed, operated, repaired, or maintained in accordance with instructions supplied by the Company; or (3) have been subjected to abnormal physical or electrical stress, misuse, negligence, accident, or catastrophe.
- 9 Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination, or invalidity of it shall be submitted to final and binding arbitration as the sole and exclusive remedy for such controversy or dispute, provided, however that the Company may commence action against you in a court of law for infringement of the Company's intellectual property rights or default in any payment obligation. This Contract will be governed in accordance with the laws of the state where the premises at which the Company performs the Work or provides Services is located, without regard to choice of law principles.

This document is a contract. I affirm that I have the authority to sign this contract and this is my acceptance of this Quotation as well as my authorization to proceed with the above stated work at the price of \$ _____, plus applicable sales tax.

Signature: _____ **Title:** _____

Name (Print): _____ **Date:** _____

Ref#: _____

Note: *Please ensure that POs, contracts, payments, and other legal documents are issued to Allegion Canada Access Inc.*

If you would like to pay by Credit Card, please contact us at 1(800) 722-2377 Ext. 4.
We accept the following Credit Cards:



Staff Report

To: Mayor Bazinet and Members of Council
Report From: Jessica Clapp, Asset Management and Environmental Services Manager
Meeting Date: April 7, 2025
Subject: Municipal Energy Conservation Strategy – Programmable Thermostats

Recommendation:

THAT Goderich Town Council receives this report for information;

AND THAT Goderich Town Council allocates \$5,000 from the Energy Efficiency Reserve to facilitate the installation of programmable thermostats in order to initiate the advancement of the municipality's Energy Conservation Strategy, 2024-2028 Conservation Demand Management (CDM) Plan, as well as contribute to the attainment of the municipality's greenhouse gas (GHG) reduction targets.

Report Summary:

The municipality underwent an energy audit in 2022 to identify energy conservation measures (ECMs) to implement into municipally owned facilities. One of the recommended ECMs identified in the energy audit was to install programmable thermostats in certain Town facilities to assist with temperature regulation. Implementation of these ECMs will assist the municipality in achieving its greenhouse gas reduction targets as part of the Partner's for Climate Protection (PCP) program, as well as other energy conservation goals outlined in the 2024-2028 Conservation Demand Management (CDM) Plan and municipal Energy Conservation Strategy.

Background and Analysis:

Since 2020, the Town of Goderich has been a participant in the Federation of Canadian Municipalities (FCM) and the International Council for Local Environmental Initiatives (ICLEI) Partner's in Climate Protection (PCP) program. The Partners for Climate Protection (PCP) is a five-step milestone framework to assist municipalities in addressing climate change through analysis of current emissions and ultimately setting reduction targets for the future. The Town has achieved Milestone 1 (calculating the corporate GHG inventory) and Milestone 2 (setting a corporate GHG reduction target).

To assist the municipality in achieving its GHG reduction target, which tasks the municipality to reduce its corporate greenhouse gas emissions by 15%-20% below 2019 levels by 2030, the Town of Goderich hired a consultant to perform a Level 1 Energy Audit for all Town owned buildings to identify potential initiatives to implement to conserve energy usage and reduce

greenhouse gas emissions. These energy conservation measures are also reflected in the Town of Goderich 2024-2028 CDM Plan and municipal Energy Conservation Strategy.

One of the recommendations suggested in the Level 1 Energy Audit was to install programmable thermostats in the following municipally owned facilities:

Facility	Address	Estimated GHG Reduction (tonnes CO ₂ e)	Estimated Total Savings (\$)
Maitland Valley Medical Centre	180 Cambria Road	3.29	1,705
Goderich Municipal Child Care Centre	376 Cambridge Street	3.55	893
Goderich Library	52 Montreal Street	3.38	665
Fire Hall	248 Suncoast Drive	3.49	588
The MacKay Centre for Seniors	68 North Street	1.18	284
One Care Building	110 Picton Street	0.47	192
ERTH Power/Veolia Water Building	240 Huckins Street	2.02	769
TOTAL		17.38	\$4,466

*All values obtained from the ASHRAE Level 1 Energy Audit provided by SLBC Inc. report dated December 2022.

Installation of programmable thermostats at the above facilities will offer significant benefits for energy conservation and reduction in greenhouse gas emissions. By scheduling heating and cooling based on building usage patterns, these devices can minimize unnecessary energy use and enhance the precision of temperature control, leading to reduced HVAC system operation and energy consumption. This can result in annual heating and cooling cost savings of 10-30%. Additionally, as energy usage decreases, reliance on fossil fuel-powered energy production diminishes, thus lowering greenhouse gas emissions.

Each facility requires a different number of programmable thermostats to be installed, such as nine (9) at the Medical Centre compared to three (3) at the Fire Hall. Consequently, the cost of this energy conservation initiative can generally be covered within each facility's operating budget. However, the installation cost at the library exceeds half of its operating budget. Therefore, Town staff are requesting an allocation of \$5,000 from the Energy Efficiency Reserve to assist with the installation costs for the library specifically.

Linkage:

- Corporate Strategic Plan Priority #5: Environmental Stewardship

Financial Impacts and/or Source of Funding:

The financial impact associated with this report is to obtain \$5,000 from the Energy Efficiency Reserve.

Consulted With:

Deanna Hastie, Director of Corporate Services/Treasurer

Sean Thomas, Director of Community Services, Infrastructure and Operations

Kyle Williams, Community Services and Operations Manager

John Dobie, Facilities Services Manager

Approved By:

Janice Hallahan, Chief Administrative Officer

Andrea Fisher, Director of Legislative Services/Clerk

Staff Report

To: Mayor and Council
Report From: Jessica Clapp, Asset Management and Environmental Services Manager
Meeting Date: April 7, 2025
Subject: Town of Goderich – Lake Huron Forever Pledge
Attachment: Draft Lake Huron Forever Pledge

Recommendation:

THAT Goderich Town Council adopt the Lake Huron Forever Pledge for the Town of Goderich;

AND FURTHER THAT the Town of Goderich Lake Huron Forever Pledge is distributed as correspondence to other Lake Huron coastal communities in Canada to encourage their participation in the development of their own Lake Huron Forever Pledge to maintain the health and resiliency of Lake Huron.

Report Summary:

At the March 18, 2024 Council meeting, the Lake Huron Forever Pledge for Bay City, Michigan, was received as correspondence and a motion was passed for the development of a Lake Huron Forever Pledge for the Town of Goderich. After an engagement session was held on September 17, 2024, with representation from the Environment Committee, Maitland Valley Conservation Authority, Lake Huron Coastal Centre and Town staff, the attached draft Town of Goderich Lake Huron Pledge was established. The Environment Committee endorsed the attached Pledge at their March 10, 2025 meeting with the recommendation for adoption by Goderich Town Council.

Background and Analysis:

At the March 18, 2024 Council meeting, the Lake Huron Forever Pledge from Bay City, Michigan, was received as correspondence and a motion was passed for the development of a Lake Huron Forever Pledge for the Town of Goderich. Town staff, with the assistance of Huron Pines, Sunset Community Foundation, and Community Foundation Grey Bruce, developed and implemented an engagement session on September 17, 2024, with representation from the Town's Environment Committee, Maitland Valley Conservation Authority, Lake Huron Coastal Centre and Town of Goderich staff. The attached draft Lake Huron Forever Pledge has been developed based on the information and discussions that occurred during the September 2024 engagement session.

At the March 10, 2025 Environment Committee meeting, the following motion was passed:

That the Environment Committee endorse by motion the attached draft Lake Huron Forever Pledge and forward to Goderich Town Council for their consideration.

The Lake Huron Forever Pledge aims to unite coastal communities in demonstrating their public support and dedication to maintaining the health of Lake Huron, its abundant resources, and the ecosystems it nurtures. This Pledge serves as a guiding framework for municipalities to achieve their objectives in safeguarding the natural resources vital to community sustainability and resilience. It should be noted that, if adopted by Town Council, the Town of Goderich will be the first Canadian municipality to embrace the Lake Huron Forever Pledge.

Linkage:

- Corporate Strategic Plan Priority #5: Environmental Stewardship

Financial Impacts and/or Source of Funding:

There is no financial impact associated with this report.

Consulted With:

Huron Pines
Community Foundation Grey Bruce
Sunset Community Foundation
Lake Huron Coastal Centre
Maitland Valley Conservation Authority
Town of Goderich Environment Committee

Approved By:

Janice Hallahan, Chief Administrative Officer
Andrea Fisher, Director of Legislative Services/Clerk

Engage communities and activate local solutions to sustain a healthy Lake Huron Forever.

Lake Huron Forever Pledge

Situated on the stunning shores of Lake Huron, the Town of Goderich is a vibrant hub of ecological and community treasures, cherished by dedicated residents and thousands of visitors each year. This magnificent lake is not just a backdrop for the many residents that live here; it provides essential economic and recreational opportunities that sustain the Goderich community's wellbeing.

The Port of Goderich, owned by the municipality and managed by the Goderich Port Management Corporation, stands as the only deep-water port on the eastern shore of Lake Huron. This pivotal hub of commercial shipping in southwestern Ontario, supports the thriving regional mining, manufacturing, and agricultural industries. Each year, approximately 250 vessels make their call at this notable port, transporting vital commodities like salt, grain, calcium chloride and aggregate for high friction asphalt applications. Beyond its commercial significance, the port also welcomes fishing boats and other maritime endeavors.

The Town's mission, "to provide sustainable services, be environmental leaders and to promote and maintain an exceptional quality of life," reflects the municipality's unwavering commitment to preserving our cherished environment. As the first Canadian municipality to embrace the Lake Huron Forever Pledge, the Town of Goderich reaffirms its dedication to protecting Lake Huron's invaluable ecosystem. This includes working closely with Bay City, MI, our sister city and fellow pledge signer, to develop cross-border initiatives that enhance the lake's health and resilience

Many communities along Lake Huron look to the Town of Goderich as environmental leaders and recognize our consistent efforts to preserve Lake Huron and the various ecosystems the Lake supports, including its diverse wildlife and globally unique species. Together, we must ensure that Lake Huron is conserved not only for our enjoyment but for future generations who will depend on its thriving ecosystem.

The Town's community well-being and economic prosperity are tied to Lake Huron. We understand that access to healthy natural resources like fresh air, clean water and public land improves the health and wellness of our entire community.

The municipality understands that we must work together to protect the shoreline, forests, and waterways to address threats of pollution and flooding caused by stormwater, proactively plan for the impacts of a changing climate, support native plant restoration and provide corridors for wildlife.

Engage communities and activate local solutions to sustain a healthy Lake Huron Forever.

The Town of Goderich is committed to understanding the unique connections our residents and visitors have to Goderich, and to incorporate their priorities and concerns into municipal decision making as we continue to lead natural resource protection efforts in our region. We pledge to protect Lake Huron forever.

Our Lake Huron Forever Pledge

- We hereby pledge to create, implement and update a Lake Huron Forever Community Road Map.
- We promise to serve as an example of how to proactively protect Lake Huron by sharing our work with other Lake Huron communities.
- We will allocate resources (time, money, people) to understanding emerging needs and opportunities to protect Lake Huron forever.
- We will commit to and encourage all community organizations and residents to take their own actions to protect Lake Huron, forever.
- We will give back to Lake Huron by examining management practices across municipal departments to identify ways to improve efforts to protect land and water resources.
- We will share our pledge with neighboring community leaders, as well as state, provincial and federal representatives to generate more conversation and positive action for Lake Huron and Lake Huron communities.

Our Lake Huron Forever Community Road Map

The Town of Goderich has recognized specific environmental challenges that pose direct threats to the ecological health of Lake Huron, its shoreline, bluffs, and its distinctive port. In collaboration with the Lake Huron Forever network of partners, Goderich is committed to addressing these challenges through clearly defined goals and strategic action steps. Furthermore, the municipality consistently endeavors to acknowledge and integrate environmental protection within its long-term policies and plans, some of which include the Town of Goderich Official Plan, Asset Management Policy and Conservation and Demand Management (CDM) Plan.

The municipality aims to increase our efforts to collaborate with environmental organizations and agencies, civic organizations, youth groups, visitors and the general public to elevate the protection and care of our natural resources. Public education and engagement will be incorporated into municipal planning and priorities.

To best serve the community, the Town of Goderich supports a strategic and pragmatic approach to delivering economic, environmental and social programs to ensure the long-term sustainability of

Engage communities and activate local solutions to sustain a healthy Lake Huron Forever.

our efforts. We understand that current and future programs need to be within our capacity to sustain.

Our Lake Huron Forever Goals

BLUFF EROSION AND WATERFRONT:

- Develop educational material regarding erosion control on bluffs with community partners and distribute to landowners living within the Town of Goderich boundary
- Develop a Coastal Environmental Plan

CLIMATE CHANGE AND GREENHOUSE GAS EMISSIONS:

- Integrate climate change mitigation and adaptation into infrastructure planning
- Investigate greenhouse gas (GHG) reduction programs for residential, commercial and industrial sectors provided by local utility companies
- Promote active transportation practices and infrastructure

STORMWATER MANAGEMENT:

- Develop educational materials regarding potential lake contamination via stormwater runoff
- When feasible, collaborate with the Lake Huron Coastal Centre to deploy litter traps aimed at reducing microplastics infiltration into the water system
- Explore nature-based solutions to stormwater runoff

WASTE REDUCTION:

- Explore additional strategies for the municipality to enhance waste diversion efforts
- Research and develop educational materials and campaigns to promote overall waste reduction, partnering with community organizations to leverage various public marketing strategies

WATER CONSERVATION:

- Invest in modernizing water infrastructure to reduce waste, support water recycling technologies and enforce usage regulations especially during peak times or droughts
- Implement strategies to promote usage of water-efficient appliances and provide incentives for sustainable practices like rainwater harvesting, alongside policies promoting efficient landscaping

Engage communities and activate local solutions to sustain a healthy Lake Huron Forever.

GREENING GODERICH:

- Investigate and develop educational materials to promote the planting of native trees and plants on private property, while integrating more natural habitats within the Town of Goderich
- Incorporate green infrastructure in current and future planning and development
- Provide education to seasonal staff that manage shoreline vegetation on invasive and native species identification
- Develop an inventory of Town-owned tree infrastructure
- Promote sustainable guidelines for festivals and events in Goderich

EFFECTIVE COMMUNITY PARTNERSHIPS:

- Institute partnership and collaboration to support all Lake Huron Forever initiatives
- Persist in reaching the milestones set by the FCM/ICLEI's Partners in Climate Protection (PCP) Program, which includes creating a comprehensive Corporate and Community Climate Plan
- Explore partnerships with conservation groups and trail networks
- Support youth environmental education
- Consider philanthropic opportunities, in collaboration with local Community Foundations, to welcome community support, donations and legacy giving towards building endowments and associated granting to further Lake Huron Forever pledge initiatives

Our Action Steps To Reach These Goals

BLUFF EROSION AND WATERFRONT:

1. Control phragmites growth through partnership with Ausable-Bayfield Conservation Authority
2. Review and enhance maintenance plans and partnerships at the Goderich waterfront
3. Continue to explore opportunities to provide accessible spaces for recreational activity at the Goderich waterfront, as well as municipal parks and greenspaces
4. Develop a Coastal Environmental Plan with the Town's Engineer

CLIMATE CHANGE AND GREENHOUSE GAS EMISSIONS:

5. Develop a Corporate and Community Climate Plan, a requirement of FCM/ICLEI's PCP program
6. Review and update the Corporate Climate Change Declaration, as well as the Lake Huron Forever Pledge, when onboarding new Council officials
7. Execute energy conservation measures from the Goderich GHG Reduction Pathway Feasibility Studies at the Maitland Recreation Centre and Wastewater Treatment Plant to reduce GHG emissions by 50% in ten years and 80% in twenty years

Engage communities and activate local solutions to sustain a healthy Lake Huron Forever.

8. Encourage electric vehicle (EV) usage within the municipality and uphold the Asset Management Policy by evaluating electric and alternative fuel sources for fleet and equipment replacements to ensure cost-effective lifecycle management

WASTE REDUCTION:

9. Refine municipal waste management strategies and continue promoting waste diversion activities, like improving waterfront recycling and reviewing acceptable organics in the curbside program after contract completion.

WATER CONSERVATION:

10. Utilize nature-based solutions for safe-guarding coastline and water quality, while considering the community's maintenance requirements and aesthetic preferences
11. Promote public use of water filling stations and explore other opportunities to assist in reducing single-use plastic consumption

GREEN INFRASTRUCTURE AND STORMWATER MANAGEMENT:

12. Continue annual tree planting initiatives for public participation through Maitland Valley Conservation Authority's Stewardship Services
13. Incorporate green infrastructure and nature-based solutions, such as innovative stormwater management options, to enhance environmental sustainability during capital construction projects across the municipality
14. Continue employing environmentally friendly vinegar for weed treatment in Goderich's flower beds and greenspaces
15. Evaluate and update current zoning practices to include low-impact development and green infrastructure

GODERICH POLICIES AND PLANS:

16. Implement and update the municipal Energy Conservation Strategy and the Town of Goderich Conservation Demand Management (CDM) Plan by converting municipal facilities to LED lighting and performing building retrofits for improved energy efficiency
17. Maintain Green Marine certification at the Port of Goderich
18. Integrate Lake Huron Forever Pledge goals in development of relevant municipal plans, such as the Corporate and Community Climate Action Plan and CDM Plan

Engage communities and activate local solutions to sustain a healthy Lake Huron Forever.

EFFECTIVE COMMUNITY PARTNERSHIPS AND FUNDING:

19. When feasibly possible, support various partnership initiatives offered by the Lake Huron Coastal Centre, such as the Coastal Conservation Youth Corps, beach clean-up efforts and stormwater protection practices (e.g., litter traps)
20. Increase invasive species awareness for both Town staff and property owners by supporting invasive species training programs and other education opportunities
21. Institute and maintain partnerships with regional Community Foundations
22. Collaborate on environmental initiatives with Bay City, MI, focusing on joint programs, monitoring, and public awareness to enhance the health and resilience of Lake Huron
23. Engage with current and future Lake Huron Forever communities through peer-learning opportunities and other regular meetings of city officials, staff and leadership
24. Continue to provide support to the Maitland Trail Association for maintenance of the Maitland Wood, Menesetung Trail and Millenium Trail, when possible
25. Monitor grants related to energy efficiency, environmental sustainability, tree planting, and active transportation to support municipal projects.
26. Tell the Lake Huron Forever story via various media outlets and update the Town’s webpage to highlight local efforts to protect Lake Huron and local quality of life
27. With assistance from Lake Huron Forever partners, Goderich will install visual representation(s) highlighting the pledge to become a Lake Huron Forever community
28. The Town of Goderich will consider and discuss opportunities to raise or allocate funding for Lake Huron Forever programming and projects, including considering these goals for grant applications and as line items within the municipal budget

Signature

Date

Trevor Bazinet, Mayor,
Town of Goderich

Andrea Fisher, Director of Legislative Services/Clerk
Town of Goderich

Staff Report

To: Mayor Bazinet and Members of Council
Report From: Michaela Johnston, CEMC, Accessibility and Health & Safety Manager
Meeting Date: April 7, 2025
Subject: Emergency Preparedness Week and Town Hall Event
Attachment(s): Emergency Preparedness Information Session Flyer – May 6, 2025

Recommendation:

That Goderich Town Council receive this report for their information.

Report Summary:

Typically, public education has been focused around Emergency Preparedness Week each May. However, for the last several years, the Town has promoted Emergency Preparedness at other events and has hosted information sessions throughout the year.

Proposed public education events and campaigns for 2025 are as follows:

May 2025

- During Emergency Preparedness Week (May 4 -10)
 - 72-Hour Kit giveaways at Childcare Centre and Public Schools
 - Emergency Preparedness Session – 2 one-hour presentations to be held at the Goderich Town Hall during Emergency Preparedness Week on Tuesday, May 6 at 3:00 PM with a second session to follow at 5:30 PM

June, July and August 2025

- Emergency Preparedness for Seniors – a one-hour presentation and discussion will be held at the MacKay Centre for Seniors at a date to be determined
- Goderich Children's Festival – crayons and emergency safety information/colouring sheets will be provided to attendees
- Firemen's Breakfast – crayons and emergency safety information/colouring sheets will be provided to attendees

Fall/Winter 2025

- Emergency Preparedness – information will be provided to local schools and the Child Care Centre re Halloween safety and evacuation plans
- Winter Weather – social media campaign regarding winter storms and preparedness, importance of car emergency kits

- Emergency Preparedness Session – a one-hour presentation and discussion to be held at the Goderich Town Hall in conjunction with the CSWB campaign “Community Security and Safety”

Background and Analysis:

An Emergency Preparedness presentation was held at both the MacKay Centre for Seniors and the Goderich Library in previous years which were well attended and well received. The CEMC for Goderich would like to continue this in-person format for information sharing and hold at least 2 presentations in 2025 at Town Hall.

Linkage:

- Corporate Strategic Plan Priority #2: Welcoming and Caring Community
- Corporate Strategic Plan Priority #4: Good Government

Financial Impacts and/or Source of Funding:

There is no financial impact associated with this report. Light refreshments and some giveaways (backpacks and first aid kits) have been allocated within the 2025 budget or previously purchased.

Consulted With:

Janice Hallahan, Chief Administrative Officer

Approved By:

Janice Hallahan, Chief Administrative Officer

Andrea Fisher, Director of Legislative Services/Clerk

EMERGENCY PREPAREDNESS INFORMATION SESSION

**TUESDAY,
MAY 6, 2025**



Choose from 2 sessions:



**3:00 - 4:00 PM &
5:30 - 6:30 PM**



**Goderich Town Hall,
57 West Street, Goderich**

For More Information:

Contact Michaela Johnston, CEMC



519-524-8344 x212



mjohnston@goderich.ca

GODERICH
Canada's Prettiest Town

Staff Report

To: Mayor Bazinet and Members of Council
Report From: Michaela Johnston, CEMC, Accessibility and Health & Safety Manager
Meeting Date: April 7, 2025
Subject: Domestic and Family Violence Campaign – Community Safety and Well-Being for Huron

Recommendation:

That Goderich Town Council receive this report for their information.

Report Summary:

The focus of this campaign is reaching youth and providing them with the education to recognize the signs of unhealthy relationships and domestic violence occurring within our communities, and the confidence to seek out help when needed. Parents will be provided the tools to help their youth navigate healthy relationships, consent and online safety. This can be used in all focus areas of the campaign.

The upcoming information campaign will focus directly on engaging youth through schools, libraries, community centers, and various programs, rather than hosting a media event. By targeting these spaces, the campaign aims to foster meaningful interactions and provide valuable resources in environments where young people are already present.

Socia media will be focused on ages 10-12 and 12 – 18 through paid advertisements on SnapChat and Instagram. We hope that through educating and encouraging parents and caregivers to “Talk Early, Talk Often”, we can lower the rates of domestic violence occurrences in both youth and adult populations. Examples of campaign messaging are appended to this Report.

Training Opportunities

Residents will be encouraged to take the Neighbours, Friends and Families FREE virtual training (<https://www.neighboursfriendsandfamilies.ca/NFFHuronCounty>).

Business owners and Human Resources managers will be encouraged to take the Make it Our Business FREE virtual training: (<https://www.neighboursfriendsandfamilies.ca/MIOBHuronCounty>)

This virtual training provides information and education to help employers and other workplace stakeholders meet their obligations under the Ontario Occupational Health and Safety Act. Section 32.0.4, *Occupational Health and Safety Act*, “Domestic Violence”, states:

"If an employer becomes aware, or ought reasonably to be aware, that domestic violence that would likely expose a worker to physical injury may occur in the workplace, the employer shall take every precaution reasonable in the circumstances for the protection of the worker."

Further resources for employers including sample policies, are available at <https://www.makeitourbusiness.ca/guidelines/developing-policy/index.html>.

The above links have been created specific to Huron County so that we are able to report on the successes of engaging our residents and businesses through this online training.

Background and Analysis:

Youth charged with domestic related incidents have DOUBLED between 2022 – 2024 in Huron County, including youth charged with criminal harassment. Criminal harassment includes stalking, following someone, or repeatedly contacting them - even by text or other online messaging platforms (like Snapchat and Instagram). This campaign aims to target youth with specific messaging in the hopes of lowering the rate of future occurrences.

In addition, according to a StatsCanada report in March 2024, 45% of 15-17 year olds in Canada have experienced dating violence.

Linkage:

- Corporate Strategic Plan Priority #2: Welcoming and Caring Community
- Corporate Strategic Plan Priority #4: Good Government

Financial Impacts and/or Source of Funding:

There is no financial impact is associated with this report. The social media campaigns which will be posted as advertisements with target audiences on SnapChat and Instagram, have been funded through the Proceeds of Crime Front Line Policing Grant – School Safety and Security.

Consulted With:

Janice Hallahan, Chief Administrative Officer

Approved By:

Janice Hallahan, Chief Administrative Officer

Andrea Fisher, Director of Legislative Services/Clerk

Does your youth know?

Youth charged with domestic related incidents have DOUBLED in Huron County between 2022 & 2024.

Domestic related incidents CAN include excessive text messages.

WWW.CSWBHURON.CA

#CSWBHURONCOUNTY

POV: You decide to learn about how to talk with your youth about an unhealthy relationship.

Resources & supports exist to help you through these sometimes awkward conversations.

WWW.CSWBHURON.CA

#CSWBHURONCOUNTY

Cybertip.ca receives **an average of 10 sextortion** reports per day. Imagine how many aren't reported...



WWW.CSWBHURON.CA

#CSWBHURONCOUNTY

Talking early to your youth about difficult topics will help them build positive connections as they grow.

Wow!
Dating violence can start as early as 6th grade.

WWW.CSWBHURON.CA

#CSWBHURONCOUNTY

45% of 15 to 17 year olds in Canada have experienced dating violence. (Statistics Canada report, March 2024)

Recognize signs of dating violence? Encourage youth to make the call for help.

Kids Help Phone: Call 1-800-668-6868 or Text 686868

Huron Women's Shelter: 1-800-265-5506 (24/7 helpline)

Victim Services Huron Perth: 519-600-4108

Emergencies: 9-1-1

WWW.CSWBHURON.CA

#CSWBHURONCOUNTY

In Huron County, 14% of victims of all domestic disturbances that also involved a sexual assault were youth.

In the majority of occurrences, both the victim and the accused/charged were between the ages of 14-17 years old.

Kids Help Phone: Call 1-800-668-6868 or Text 686868

Huron Women's Shelter: 1-800-265-5506 (24/7 helpline)

Victim Services Huron Perth: 519-600-4108

Emergencies: 9-1-1

WWW.CSWBHURON.CA

#CSWBHURONCOUNTY

Staff Report

To: Mayor Bazinet and Members of Council
Report From: Dave Duncan, Municipal Law Enforcement Manager
Meeting Date: April 7, 2025
Subject: Amendments to the North Harbour Road By-Law 85 Of 2016

Recommendation:

THAT Goderich Town Council receive this report for information;
AND THAT Council approve the changes to the North Harbour Road By-Law at a future meeting of Council.

Report Summary:

Updates to the North Harbour Road By-Law include designating boat launch parking spots and adding new definitions.

Background and Analysis:

In May of 2024, the Town assumed responsibility for the boat launches on North Harbour Road. As part of this process, it was identified that there should be distinct parking for the boat launch areas.

Section Updates:

- 1.f. – Added definition of Municipal Law Enforcement Officer
- 1.h. – Added definition of paid fee
- 1.i. – Added definition of paid parking/launch machine
- 1.j. – Added definition of launch infraction notice
- 1.l. – Added definition of required paid parking/boat launch

Part V 5.e) – Amended to remove reference to Goderich Hydro

Part VI – Added section identifying boat launch and boat launch parking

Schedule 1 g. – Added restrictions to general parking around boat launch and eliminated reference to Snug Harbour

Schedule 2 – Time limits changed to reflect posted 3-hour limit

Schedule 3 – Added additional marked space

Linkage:

- Corporate Strategic Plan Priority #1: Safe and Reliable Infrastructure
- Corporate Strategic Plan Priority #2: Welcoming and Caring Community
- Corporate Strategic Plan Priority #3: Strong Local Economy
- Corporate Strategic Plan Priority #4: Good Government

Financial Impacts and/or Source of Funding:

There is no financial impact associated with this report.

Consulted With:

Sean Thomas, Director of Community Services, Infrastructure and Operations
Deanna Hastie, Director of Corporate Services/Treasurer

Approved By:

Janice Hallahan, Chief Administrative Officer
Andrea Fisher, Director of Legislative Services/Clerk

Staff Report

To: Mayor Bazinet and Members of Council
Report From: Dave Duncan, Municipal Law Enforcement Manager
Meeting Date: April 7, 2025
Subject: Municipal By-Law Enforcement Department's First Quarter Report
Attachment(s): 1) Q1 Mesh Report

Recommendation:

That Goderich Town Council receive this report for information.

Report Summary:

The Municipal Law Enforcement Department has opened one hundred and thirteen (113) new files in the first quarter of 2025, based on three hundred and six (306) actions. The bulk of calls to date have been around parking concerns, snow removal and animal control. Forty-seven (47) parking tickets have been written to date, thirty-nine (39) around the Town and eight (8) on North Harbour Road. Overnight parking continues to be a concern.

All but three (3) of our seventeen (17) animal control calls have been about dogs. Several dogs have been running loose, with one (1) dog requiring the use of pound services due to the lack of dog tags and any way of identifying.

The Department has been extremely busy reviewing and updating By-Laws, with Traffic & Parking, Parks & Facilities recently being approved, and Open Burning, North Harbour Road and Boat Launch By-Laws on the agenda.

Background and Analysis:

The Municipal By-Law Enforcement Department oversees paid parking at the waterfront, the boat launch on North Harbour Road, and the Municipality's crossing guards. They perform animal control duties for the Town of Goderich, review traffic calming requests, and enforce municipal by-laws.

Linkage:

- Corporate Strategic Plan Priority #1: Safe and Reliable Infrastructure
- Corporate Strategic Plan Priority #2: Welcoming and Caring Community
- Corporate Strategic Plan Priority #4: Good Government

Financial Impacts and/or Source of Funding:

There is no financial impact associated with this report.

Consulted With:

Sean Thomas, Director of Community Services, Infrastructure and Operations

Approved By:

Janice Hallahan, Chief Administrative Officer

Andrea Fisher, Director of Legislative Services/Clerk

Status ▾

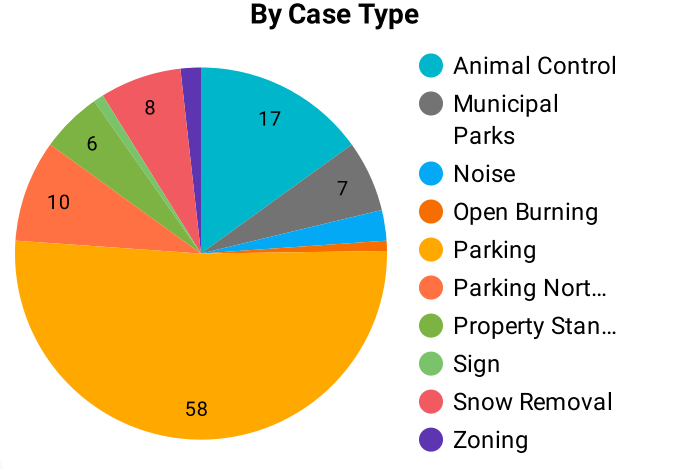
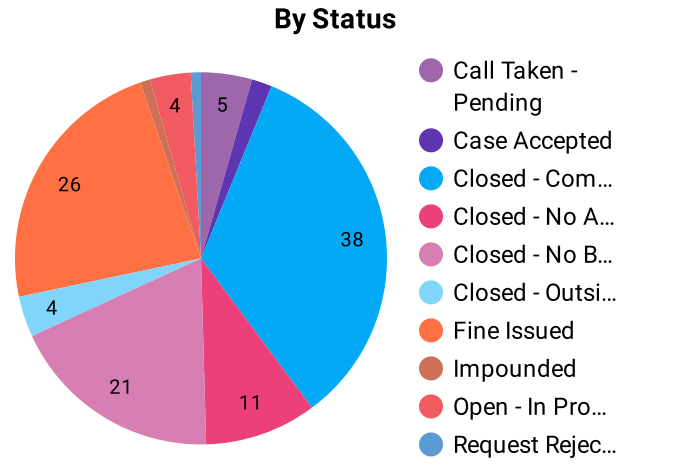
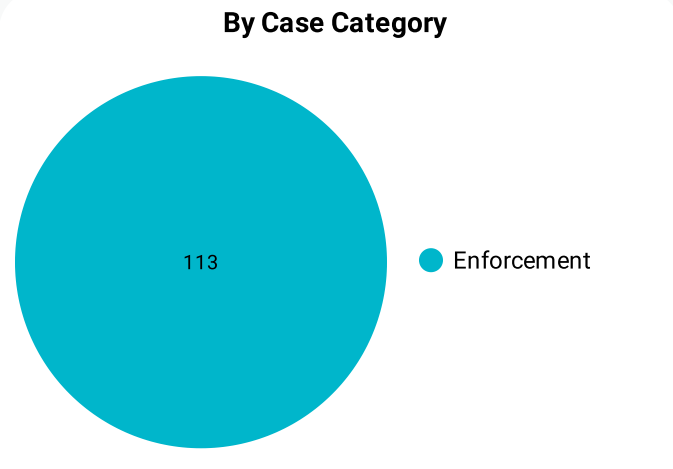
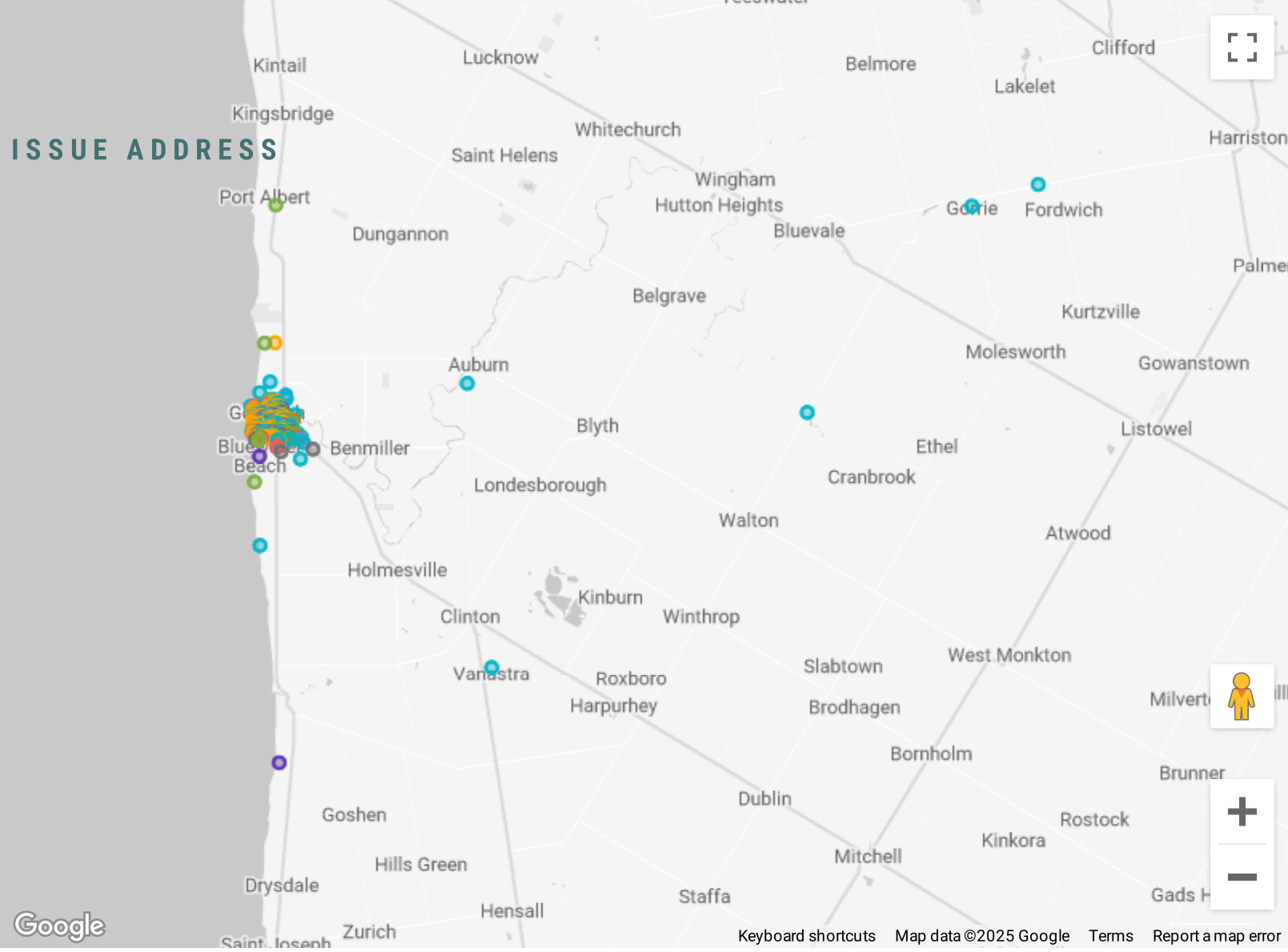
Case Category ▾

Case Type ▾

Assigned Officer ▾

Jan 1, 2025 - Mar 29, 2025 ▾

TOTAL CASES: 113 **TOTAL ACTIONS: 306**



Staff Report

To: Mayor Bazinet and Members of Council
Report From: Dave Duncan, Municipal Law Enforcement Manager
Meeting Date: April 7, 2025
Subject: Proposed Changes to Open Burning By-Law

Recommendation:

THAT Goderich Town Council receives this report for information;
AND THAT Council approve the proposed changes to the Open Burning By-Law;
AND FURTHER THAT a By-Law comes forward for Council's consideration at a future meeting of Council.

Report Summary:

This report provides a summary of revisions to the Open Burning By-Law (124 of 2016). Proposed changes provide further authority to the Fire Chief around Burn Permits and revoking Burn Permits. It also clarifies regulations around open burns and eliminates subjective prohibitions.

Background and Analysis:

There has been an increase in concerns around open-air burns and recreational fires. After consultation between the Fire Chief and Municipal Law Enforcement Manager, the following changes are recommended to the Open Burning By-Law.

Section Updates:

- 3.1 (2)(e) – Increases size of fire pit from 45cm to 60cm
- 3.0(i) – Clarifies allowable materials for recreational fires
- 3.2 – Empowers the Fire Chief to grant and revoke burn permits
- 6.0 – Adds barbecues to the By-Law

Current wording:

3.1 (2)(e) – Shall not burn or attempt to burn a volume of combustible material greater than 46 centimetres wide by 46 centimetres long by 30 centimetres high

Proposed Amendment:

3.1 (2)(e) – Shall not burn or attempt to burn a volume of combustible material greater than 60 centimetres wide by 60 centimetres long by 60 centimetres high

Addition to By-Law:

3.1 (2)(i) – Commercially produced charcoal, briquets or clean, or dry seasoned wood shall only be used;

Current wording:

3.2 Open Air Burning Allowed - With a permit issued by the Town's Fire Chief (Fires greater than 46cm x 46cm x 30 cm)

(1) A person may conduct an Open Air Burning if the person has been issued a Permit, and the person complies with all of the conditions set out in this part."

Proposed Amendment:

3.2 BURN PERMITS

Any person may make an application in writing to the Fire Chief for a burn permit to authorize open-air burning or allow open-air burning in an authorized container within the Town of Goderich, in accordance with the provisions of this by-law. Where the applicant is not the owner of the property on which the fire will occur, the applicant shall, with the application, provide written approval of the property owner for a burn permit to be issued.

(1) The Fire Chief may;

- (a) issue a burn permit to authorize open-air burning or allow open-air burning in a container, other than an authorized container.
- (b) revoke or refuse to grant a burn permit for open-air burning of the owner or occupant of the property or the permit holder has contravened the provisions of this By-Law or if the owner, occupant, or permit holder has not complied with any conditions attached to a permit for an open-air burn that may have been imposed by the Fire Chief on a previous occasion;

Temporarily suspend a burn permit for open-air burning where the temporary suspension of the permit;

- (i) Promotes compliance with the conditions of approval granted;
- (ii) Takes into consideration the conduct of the owner or occupant of the property or permit holder;
- (iii) Takes into account the public interest;
- (iv) Takes into account the state of the premises, facilities, equipment or vehicle;
- (v) Takes into account whether or not it is a First, Second, Third, or more breach of the conditions of approval;
- (vi) Takes into account whether the owner or occupant of the property or the permit holder surrendered the permit to the Fire Chief;

- (vii) The Fire Chief may withdraw a burn permit for open-air burning, if in the Fire Chief's opinion this By-law is being contravened.

Proposed New Section Added:

6.0 BARBEQUES

6.1 Barbeques being used to cook food shall be attended, controlled, and supervised at all times by a competent person.

6.2 The only approved fuels for use in barbeques are commercially produced charcoal, briquets or other commercial fuels such as natural gas and propane gas that are produced specifically for the purpose of cooking.

6.3 Barbeques shall not be permitted on balconies.

Linkage:

- Corporate Strategic Plan Priority #1: Safe and Reliable Infrastructure
- Corporate Strategic Plan Priority #2: Welcoming and Caring Community
- Corporate Strategic Plan Priority #4: Good Government

Financial Impacts and/or Source of Funding:

There is no financial impact associated with this report.

Consulted With:

Sean Thomas, Director of Community Services, Infrastructure and Operations
Jeff Wormington, Fire Services Manager/Fire Chief

Approved By:

Janice Hallahan, Chief Administrative Officer
Andrea Fisher, Director of Legislative Services/Clerk

Staff Report

To: Mayor Bazinet and Members of Council
Report From: Dave Duncan, Municipal Law Enforcement Manager
Meeting Date: April 7, 2025
Subject: Boat Launch By-Law

Recommendation:

THAT Goderich Town Council receives this report for information;
AND THAT a Boat Launch By-Law be brought forward for Council's consideration at a future meeting.

Report Summary:

The consideration of a by-law to regulate the usage of the two boat launches on North Harbour Road, and for parking in the boat launch areas.

Background and Analysis:

In May 2024, the Town assumed responsibility for the boat launches on North Harbour Road. A meter was installed at the Northeast boat launch, and a By-Law was drafted to regulate the use of the boat launches and parking in the area.

Linkage:

- Corporate Strategic Plan Priority #1: Safe and Reliable Infrastructure
- Corporate Strategic Plan Priority #2: Welcoming and Caring Community
- Corporate Strategic Plan Priority #3: Strong Local Economy
- Corporate Strategic Plan Priority #4: Good Government

Financial Impacts and/or Source of Funding:

There is no financial impact associated with this report.

Consulted With:

Sean Thomas, Director of Community Services, Infrastructure and Operations
Deanna Hastie, Director of Corporate Services/Treasurer

Approved By:

Janice Hallahan, Chief Administrative Officer
Andrea Fisher, Director of Legislative Services/Clerk

Staff Report

To: Mayor Bazinet and Members of Council
Report From: Jenna Ujiye, Tourism and Community Development Manager
Meeting Date: April 7, 2025
Subject: 2025 County of Huron SLED (Supporting Local Economic Development) Grant

Recommendation:

That Goderich Town Council receive this report for information;

And That Council authorize staff to apply for \$7,000 to the County of Huron SLED Program to support the "A Year in the Life of Goderich" project.

Report Summary:

The 2025 SLED Program funds projects aligned with the Huron County Economic Development 2025/2028 Plan, focusing on initiatives such as workforce re-engagement, community economic development, tourism initiatives, and fostering a sense of belonging through various programs. A panel of three judges, comprised of two Economic Development Board members and one Community Futures Huron Board member, will assess applications, with award disbursement structured as 50% upfront and the remaining 50% upon project completion.

In 2024, Goderich Tourism successfully secured a \$6,000 grant to support the 2024 Salt & Harvest Festival, which enhanced local engagement and highlighted Goderich's unique attributes. For 2025, the Town plans to submit a grant application to enhance the "A Year in the Life of Goderich" project, which seeks to capture and promote the essence of community life throughout the year. This project will engage residents and businesses, showcasing Goderich's vibrant culture, events, and seasonal activities. On top of this, the County, Huron Chamber, and the Goderich BIA will all benefit from the project.

The total estimated cost of this project is \$17,000.00. While we are seeking \$7,000.00 through the SLED program, the additional funding is essential for several reasons:

1. **Comprehensive Coverage:** To effectively capture the diverse and dynamic experiences that define Goderich throughout the year, we need to conduct multiple specialized photo shoots that reflect each season's unique events and community traditions. Each photo shoot will focus on different themes:
 - a. **Winter Wonders:** Highlighting winter festivities, local winter sports, and the beauty of our snowy landscapes.

- b. **Spring Awakening:** Capturing spring events, blooming gardens, and community activities as residents emerge to celebrate the change of seasons.
 - c. **Summer Celebrations:** Showcasing festivals, outdoor markets, beach activities, local food, emphasizing Goderich as a summer destination.
 - d. **Autumn Harvest:** Highlighting harvest festivals, local produce, and community gatherings centered around food and culture.
2. **Professional Services:** Engaging professional photographers and videographers who can ensure high-quality visual content vital for marketing purposes. Their expertise will allow us to showcase Goderich's charm in an appealing and attractive manner, which is crucial for drawing in visitors and promoting our town.
 4. **Marketing and Promotion:** The project also entails the creation of promotional materials such as brochures, social media content, and documentary-style videos that encapsulate the community's heartbeat throughout the year.
 5. **Community Involvement:** We aim to include local participants in our photo shoots to foster community pride and engagement. This inclusion enhances our story while assuring that different voices and experiences are represented.

The project aims to enhance community cohesion while creating a wealth of promotional materials that can be used to market Goderich as a desirable destination. Key features of the project include high-quality photography and videography, highlighting the Town's events, recreation, cultural diversity, and local heritage through the seasons. This initiative not only aims to celebrate Goderich's unique identity but also encourages local economic growth through increased tourism and community pride.

The application for the SLED grant, which was announced in March and is due by April 12, 2025, will strategically support these objectives while also encouraging local participation and spending wherever possible.

Failure to receive the SLED grant for the "Year in the Life of Goderich", the project will then be completed in a phased approach with a project completion date of 2026.

Linkage:

- Corporate Strategic Plan Priority #2: Welcoming and Caring Community
- Corporate Strategic Plan Priority #3: Strong Local Economy

Financial Impacts and/or Source of Funding:

The source of funding includes an allocation of \$10,000.00 within the proposed 2025 Community Economic Development budget, and \$7,000.00 from the SLED grant application.

Consulted With:

Rick Sickinger, Tourism Development Officer, County of Huron

Approved By:

Janice Hallahan, Chief Administrative Officer

Andrea Fisher, Director of Legislative Services/Clerk

Staff Report

To: Mayor Bazinet and Members of Council
Report From: Jenna Ujiye, Tourism and Community Development Manager
Meeting Date: April 7, 2025
Subject: Winterfest After Event Report
Attachment(s): Winterfest 2025 1 Pager

Recommendation:

That Goderich Town Council receive this report for information.

Report Summary:

The 2025 Winterfest planning started with a change of the weekend to Family Day Weekend, supporting various experiences and events that already happen during that weekend. All partners agreed to the date change and got to planning.

Winterfest 2025 delivered a vibrant array of activities from February 14-17, showcasing community spirit and entertainment. The 2025 major entertainment contribution from Goderich Tourism was "Taylor's Story: An Unofficial Tribute to Taylor Swift" which took place at the Knights of Columbus Centre on February 15. For additional fun, the Goderich Library put on four Friendship Bracelet workshops in anticipation of the concert. Valentine's Day, February 14, featured the 35th Annual Heartwarming Luncheon at the Goderich Legion, a Valentine's Dinner Dance, and various dining experiences. The ever so popular Candlelight Walk through Maitland Woods was on February 15, creating a memorable experience with hundreds of lanterns.

In addition to entertainment, the Rotary Chili Cook-off at Knox Presbyterian Church on February 15 invited visitors to indulge in and vote on unique chili offerings. The Goderich Legion hosted a Meat Draw, featuring entertainment afterward. Activities at Maitland Recreation Centre included the Old Deckhands Tournament, a Jr C Flyers Hockey Game, a free family skate sponsored by Goderich Kinsmen and a free family swim sponsored by the Goderich Kinettes. Various fitness classes and family-friendly events occurred at the YMCA on Family Day, including a Bouncy Castle, Family Crafts, and Scavenger Hunt. These diverse experiences at Winterfest 2025 ensured a memorable and fun-filled weekend for all ages, supported by detailed scheduling and community engagement.

Marketing: Goderich Tourism typically plans one event and then works with the various other events and organizations to create a marketing program. This year the event promotions and marketing went out in early January.

Taylor's Story: An Unofficial Tribute to Taylor Swift: Initially planned at Memorial Arena but relocated to the Columbus Centre due to a venue closure. There were 390 tickets sold at \$20 each, resulting in a concert revenue of \$7,800. This concert was a sell out as of the night before the event. A few attendees were impacted by poor weather and road closures, but most were able to resell their tickets the day of. The food truck that was booked cancelled not long before the event and staff was unable to find a replacement. Knowing that there needed to be food and drink available, staff took on the duty of creating a concession menu and ran the concessions on the day of. The revenue from the food and drinks was \$1,048.50 from an initial \$600 in purchases. The leftover snacks were donated to the Maitland Trail Association and the Knights of Columbus.

Staffing: Two concession workers, three volunteers at the entrance, and one staff for floor management. The Columbus Centre provided a Hall Manager for the event. The venue was perfect for the concert and staff are very appreciative of the last-minute booking and changes.

Key issues: The venue change, last-minute food arrangements, and running out of coin for change.

Future plans: This event was very different from what Goderich Tourism typically does for Winterfest. It worked out and was a fun day for many. In the future, the focus of Winterfest will go back to supporting a larger demographic of people with free options and an outdoor aspect.

Linkage:

- Corporate Strategic Plan Priority #2: Welcoming and Caring Community
- Corporate Strategic Plan Priority #3: Strong Local Economy

Financial Impacts and/or Source of Funding:

This event and its corresponding revenues and expenditures are captured within the \$11,100.00 net department budget.

Consulted With:

Emma MacNeil, Tourism Events and Marketing Coordinator

Approved By:

Janice Hallahan, Chief Administrative Officer

Andrea Fisher, Director of Legislative Services/Clerk



AFTER EVENT REPORT

February 14-17, 2025



TAYLOR'S STORY: AN UNOFFICIAL TRIBUTE TO TAYLOR SWIFT

Initially planned at Memorial Arena but relocated to the Columbus Center due to a venue closure. There were 390 tickets sold at \$20 each, resulting in a concert revenue of \$7,800. This concert was a sell out as of the night before. A few attendees were impacted by poor weather and road closures, but most were able to resell their tickets to day of attendees. The food truck that was booked cancelled not long before the event and staff was unable to find a replacement. Knowing that there needed to be food and drink available, staff took on the duty of creating a concession menu and ran the concessions on the day of. The revenue from the food and drinks was \$1,048.50 from an initial \$600 in purchase. The leftover snacks were donated to the Maitland Trail Association and the Knights of Columbus.

VOLUNTEERS & STAFF
 **6**

ADMISSION
 **\$7800**

CONCESSIONS
 **\$1048**

WINTERFEST WEEKEND EVENTS

Valentine's Day, February 14th, featured the 35th Annual Heartwarming Luncheon at the Goderich Legion, a Valentine's Dinner Dance, and various dining experiences. The ever so popular Candlelight Walk through Maitland Woods was on February 15th, creating a memorable experience with hundreds of lanterns.

In addition to entertainment, the Rotary Chili Cook-off at Knox Presbyterian Church on February 15th invited visitors to indulge in and vote on unique chili offerings. The Goderich Legion hosted a Meat Draw, featuring entertainment afterward. Activities at Maitland Recreation Centre included the Old Deckhands Tournament, a Jr C Flyers Hockey Game, a free family skate sponsored by Goderich Kinsmen and a free family swim sponsored by the Goderich Kinettes. Various fitness classes and family-friendly events occurred at the YMCA on Family Day, including a Bouncy Castle, Family Crafts, and Scavenger Hunt.

TOTAL EVENTS

30

PAID EVENTS

18

FREE EVENTS

12



Staff Report

To: Mayor Bazinet and Members of Council
Report From: Emma MacNeil, Tourism Events and Marketing Coordinator
Meeting Date: April 7, 2025
Subject: Tourism Events

Attachment(s):

1. 2025 02 14 Bookings – BotA - MAY 03 – Ltr 2 Council.pdf
 2. 2025 03 07 Bookings – LHCC Beach Cleanup – April 26 – Ltr 2 Council.pdf
 3. 2025 03 25 Bookings – GLB Concert Series – Ltr 2 Council.pdf
 4. 2025 03 19 Bookings – Maitland Air Cadet Tag Day – Ltr 2 Council.pdf
 5. 2025 03 25 Bookings – Way of the Cross Palm Sunday – Ltr 2 Council.pdf
 6. 2025 03 26 Bookings – AMGH Long Table Dinner – Aug 24 – Ltr 2 Council.pdf
-

Recommendation:

That Goderich Town Council receive this report for information;
AND THAT Goderich Town Council grant permission to make use of amplified sound for the upcoming Battle of The Atlantic Ceremony;
AND THAT Goderich Town Council approve the temporary stop-up of traffic for the Battle of the Atlantic Ceremony;
AND THAT Goderich Town Council grants permission to make use of amplified sound for the upcoming Lake Huron Coastal Centre Beach Clean-up;
AND THAT Goderich Town Council grants permission to make use of amplified sound for the upcoming Goderich Laketown Band Concert Series;
AND THAT Goderich Town Council grants permission to make use of amplified sound for the upcoming Way of the Cross Palm Sunday Event;
AND THAT Goderich Town Council grants permission to make use of amplified sound for the upcoming Alexandra Rose Long Table Dinner Long Table Dinner at the Goderich Regional Airport;
AND THAT Goderich Town Council grants the designation of a municipally significant event for the upcoming Alexandra Rose Long Table Dinner at the Goderich Regional Airport.

Report Summary:

Battle of the Atlantic Ceremony - Saturday, May 3, 2025

HASAR and the Royal Canadian Legion – Goderich Branch 109, are bringing back the Battle of the Atlantic Ceremony. This event will take place on May 3 between 10 AM and 12 PM. In good weather, the group will meet at Harbour Street at the bottom of the hill and march to the Rotary Hut where they will go onto the pier for the ceremony. In the event of inclement weather, the ceremony will take place at the Legion on Kingston Street.
This event requests;

Permission to make use of amplified sound.
Temporary stop-up of traffic on Harbour Street.

**Lake Huron Costal Centre's Beach Clean Up, Saturday, April 26, 2025, hosted at Pavilion #3
(Rain Date: Sunday, April 27, 2025)**

An important start to the summer season is the Lake Huron Costal Centre's Beach Clean Up, scheduled for Saturday, April 26, 2025, at Pavilion #3.

To support this event, organizers request;

Permission to make use of amplified sound.

Lions Beef BBQ, Lions Harbour Park, Pavilion #1, Sunday, June 29, 2025 starting at 3:30 PM

The Lions Beef BBQ is set to cook-up some fun on Canada Day weekend, once again! This annual event serves up to 800 folks in Lions Harbour Park and raises funds that support the Goderich Community.

Goderich Laketown Band Evening Concert Series, Lion's Harbour Park Bandshell, Multiple Dates, 6:30 - 9 PM

Louise Dockstader of the Goderich Laketown Band has contacted staff with the dates for the 2025 Goderich Laketown Band Concert series. This event is a free evening concert series hosted in the beautiful Lions Harbour Park on the Bandshell. Look for the concerts, weather dependent, on Sunday evenings, July 6, 13, 20, 27, August 3, 17, and 25. Their rehearsal dates are the following Mondays, June 30, July 7, 14, 21.

This event requests:

Permission to make use of amplified sound.

The Way of the Cross, March 13, 2025, from 1 PM and 3 PM, hosted by the Goderich Ministerial Association (GMA) in Courthouse Square Park

The GMA plans to host a walking vigil with stops along the inner ring of Courthouse Square to commemorate the last steps of Jesus before his death. Starting at the performance stage and ending at the steps of the Courthouse.

This event requests:

Permission to make use of amplified sound.

Tag Day Fundraising, April 25 to 27, 2025, hosted by the 532 Maitland Air Cadet Squadron

The Air Cadets will be hosting their annual Tag Day Fundraising drive. This fundraiser helps to provide activities and opportunities to youth between the ages of 12 and 18.

Alexandra Rose Long Table Dinner, August 24, 2025, Goderich Regional Airport

The Long Table Dinner is returning to Goderich on Sunday, August 24, 2025. This signature event is a major fundraising event for the Alexandra Marine & General Hospital Foundation. Kimberley Payne, Executive Director, has consulted with Goderich Tourism and Goderich Community Services and Operations Department.

This event requests;

The designation of an Event of Municipal Significance, and;
Permission to make use of amplified sound.

Linkage:

- Corporate Strategic Plan Priority #2: Welcoming and Caring Community
- Corporate Strategic Plan Priority #3: Strong Local Economy
- Corporate Strategic Plan Priority #5: Environmental Stewardship

Financial Impacts and/or Source of Funding:

No financial impact is associated with this report.

Consulted With:

Sean Thomas, Director of Community Services, Infrastructure, and Operations
Kyle Williams, Community Services and Operations Manager
Jeff Wormington, Fire Services Manager/Fire Chief

Reviewed By:

Jenna Ujiye, Tourism and Community Development Manager

Approved By:

Janice Hallahan, Chief Administrative Officer
Andrea Fisher, Director of Legislative Services/Clerk

Goderich Town Council
Town of Goderich
57 West Street
Goderich ON N7A 2K5

Tuesday, May 2, 2024

Patrick Armstrong
Huron & Area Search and Rescue
519-441-0366

RE: Request to Council

To the Members of Goderich Town Council,

I am writing you today on behalf of Huron & Area Search and Rescue, and Goderich Legion's request for Goderich to host the Battle of the Atlantic Ceremony this May 3rd, 2025. The Battle of the Atlantic was WWII's longest continuous battle, with Canada losing over 4,000 sailors and aircrew and 30 warships. It has been nearly 15 years since Goderich had this ceremony and we are excited to bring it back and honour the men and women who died in service to the world. Our request would be:

- Permission to make use of amplified sound,
- Attendance of the Mayor and Council,
- Temporary road closed (15 mins) on Harbour Street to march to the Rotary Hut.

A map can be submitted and after, attendees are welcome at the Goderich Legion.

Thank you very much for your time and consideration. We hope to see you there!

Sincerely,

Patrick Armstrong

Goderich Town Council
Town of Goderich
57 West Street
Goderich ON N7A 2K5

3/5/25

Alyssa Bourassa
Lake Huron Coastal Centre
PO Box 477 Goderich, Ontario N7A 4C7
226-421-3029
alyssa.bourassa@lakehuron.ca

RE: Request to Council

To the Members of Goderich Town Council,

I am writing you today regarding the Lake Huron Coastal Centre's beach clean-up at the Goderich beach taking place on Saturday, April 26th, 2025 in celebration of Earth Day (rain date the following day). I would like to make the following request regarding our upcoming event.

- To waive the pavilion fee (pavilion closest to the water treatment plant)
- To provide washroom and drinking water facilities
- Allow for the placement of a temporary sign

Thank you very much for your time and consideration. We hope to see you there!

Sincerely,



Alyssa Bourassa
Executive Director



532 Maitland Air Cadet Squadron
PO Box 154
Goderich, ON N7A 3Z2

March 19, 2025

Mr. Trevor Bazinet, Mayor
Corporation of the Town of Goderich

APPLICATION TO CONDUCT TAG DAY FUNDRAISING ON 25-27 APR 2025

532 Maitland Squadron of the Royal Canadian Air Cadets provides activities and opportunities for youth ages 12 – 18 throughout Huron County, with members from Goderich to Bayfield, Zurich, Exeter, Seaforth, Blyth, Dungannon, Port Albert and all points between.

532 Squadron obtains primary funding through our local Branch 109 Royal Canadian Legion, as well as secondary funding through our Tag Day and other fundraising activities. I am requesting permission from Council to conduct Tag Day Fundraising Activities within the Corporation Limits of the Town of Goderich on 25-27 April 2025.

Thank you very much for your consideration. We are available to answer any of Council's questions upon request.

Ryan McClinchey
Captain
Commanding Officer
532 Maitland, Royal Canadian Air Cadet Squadron
PO Box 154
Goderich, ON N7A 3Z2
519-525-7845

Goderich Town Council
Town of Goderich
57 West Street
Goderich ON N7A 2K5

March 24, 2025

Louise Dockstader
Goderich Laketown Bnad
244 Elgin Ave. W.
Goderich, ON
N7A 2E9
(519) 524-2247
pldock@hurontel.on.ca

RE: Request to Council

To the Members of Goderich Town Council,

I am writing you today on behalf of Goderich Laketown Band Sunday Evening Concert Series taking place on Sunday July 6, 13, 20, 27 August 3, 17, 24. Also for band practices at Harbour Park on June 30, July 7, July 14, July 21. I would like to make the following request regarding our upcoming event.

- The designation of our event as an Event of Municipal Significance
- The placement of a temporary sign
- To waive the pavilion fee

Thank you very much for your time and consideration. We hope to see you there!

Sincerely,

Louise Dockstader
Concert Coordinator

Goderich Town Council
Town of Goderich
57 West Street
Goderich ON N7A 2K5

March 25, 2024

Goderich Ministerial Association
39 Montreal St. Goderich ON
rodgauthier@gmail.com
519-441-2003

RE: Request to Council

To the Members of Goderich Town Council,
I am writing you today on behalf of the Goderich Ministerial Association who is hosting The Way of the Cross taking place on April 13, 2025 between the hours of 1 pm and 3 pm at Courthouse Square Park. I would like to make the following request regarding our upcoming event. Permission to make use of amplified sound.

Thank you very much for your time and consideration. We would love to see you there!

Sincerely,

A handwritten signature in black ink, appearing to read "Rod Gauthier", with a long horizontal flourish extending to the right.

Rod Gauthier
Goderich Ministerial Association



Alexandra Marine & General Hospital Foundation

120 Napier Street, Goderich, ON N7A 1W5
amgh.foundation@amgh.ca

ITel: 519.524.8508 | Fax: 519.524.8504
www.amghfoundation.ca

Goderich Town Council
Town of Goderich
57 West Street
Goderich ON N7A 2K5

March 26, 2025

Kimberley Payne
Alexandra Marine and General Hospital Foundation
120 Napier St.
Goderich, ON N7A 2H4
Amgh.foundation@amgh.ca
519-524-8508

RE: Request to Council

To the Members of Goderich Town Council,

We are writing you on behalf of the Alexandra Marine and General Hospital Foundation. We are planning to host the Alexandra Rose Long Table Dinner on Sunday August 24th 2025 between the hours of 5:30pm – 11:00pm at the Goderich Airport in the parking lot (map attached). The event is NOT taking place in the aerodrome and will not affect air traffic operations.

If possible, we would like to make the following request regarding our upcoming event;

- Permission to make use of amplified sound

This August marks the 4th Annual Alexandra Rose Long Table Dinner, an event that has quickly earned its reputation as the "event of the year." It serves as a critical fundraiser, generating significant support for the Alexandra Marine and General Hospital's essential capital equipment needs.

Our Fund Development Committee recognizes that significant infrastructure projects are scheduled for summer 2024 and potentially summer 2025. These developments could impact the feasibility of hosting the Long Table Dinner at its current location. In

anticipation of these challenges, we have proactively engaged with Taylor Lambert and John Marshall, representatives of the Goderich Airport, a facility owned by the Town of Goderich. Together, we have explored the possibility of relocating the event to the airport and are enthusiastic about the opportunities this venue could offer.

Through this letter, we formally request permission from the Town of Goderich to host the Alexandra Rose Long Table Dinner at the Goderich Airport in the parking lot on Sunday, August 24, 2025. We hope that council recognizes that together the Town of Goderich and AMGH Foundation are partners in support of our local hospital, an essential service and arguably the crown jewel of our town assets that as a community we are fortunate to have available to our residents.

Thank you very much for your time and consideration. We hope to see you there!

Sincerely,

A handwritten signature in black ink that reads "Kimberley Payne". The signature is written in a cursive, flowing style.

Kimberley Payne Executive Director, AMGH Foundation

Huron OPP Detachment Board

Minutes

Monday, January 27, 2025, 9:00 a.m.

**Huron OPP Detachment Office
325 Albert Street, Clinton, ON, N0M 1L0**

Members Present: Marg Anderson, Vice Chair - Elected Official - Central Huron
Anita van Hittersum, Member - Elected Official - North Huron
Greg Lamport, Member - Elected Official - Bluewater
Jim Dietrich, Chair - Elected Official - South Huron
Trevor Bazinet, Member - Elected Official - Goderich
John Steffler, Member - Elected Official - Huron East
Dave Frayne, Member - Provincial Appointee
Jasmine Clark, Member - Community Representative
Jennette Walker, Member - Community Representative
Jared Petteplace, Member - Provincial Appointee

Staff Present: Stacey Jeffery, Administrator/Recording Secretary
A/Insp Ryan Olmstead, Huron OPP
Steve Doherty, Central Huron CAO

1. Call to Order

Administrator Jeffery called the meeting to order at 9:02 a.m.

2. Election of Chair and Vice-Chair

Member Frayne nominated Member Dietrich for position of Chair. Member Anderson supported the election of Member Dietrich for position of Chair.

Member Steffler nominated Member Anderson for position of Vice Chair. Member Walker supported the election of Member Anderson for position of Vice Chair.

Administrator Jeffery asked Members two more times if there are any other nominations for position of Chair and Vice Chair.

No additional nominations were identified.

Motion: 01-2025

Moved: DFrayne

Seconded: MAnderson

That the Huron OPP Detachment Board elect Member Jim Dietrich as the Chair of the Huron OPP Detachment Board for 2025.

Disposition: Carried

Motion: 02-2025

Moved: JSteffler

Seconded: JWalker

That the Huron OPP Detachment Board elect Member Marg Anderson as the Vice Chair of the Board for 2025.

Disposition: Carried

3. Approval of Agenda

An addition of attachment related to item 7.1 was circulated to Members prior to the meeting.

Motion: 03-2025

Moved: AvanHittersum

Seconded: JSteffler

That Huron OPP Detachment Board approves the Agenda, as amended.

Disposition: Carried

4. Disclosure of Pecuniary Interests and the General Nature thereof

None noted.

5. Approval of Past Minutes

The following amendments were discussed:

- Addition of Member Walker to the meeting attendance; and
- Removal of "County" in the minute title.

No other revisions of the minutes were discussed.

Motion: 04-2025

Moved: MAnderson

Seconded: JPetteplace

That Huron OPP Detachment Board adopts the minutes of December 17, 2024, as amended.

Disposition: Carried

6. Presentations/Delegations

7. Business from Previous Meetings

7.1 2025 Draft Huron OPP Detachment Board Budget

Chair Dietrich presented the revised budget as provided by the Administrator and circulated to Members prior to the meeting.

Members discussed that the revised budget provides the opportunity for all members to attend the conference and some zone meetings for value to the board and communities served. It was also discussed that some municipal councils may require more detailed information related to the budget and noted that not all lower tiers previously had a Police Services Board or have a council representative on the Board. It was noted that the 2024 Administrator sent out the original proposed budget to the CAO's in Q4 2024.

Administrator Jeffery indicated that the CAO's will be circulated the Board's budget, once approved.

There were no other discussions related to the revised budget.

Motion: 05-2025

Moved: DFrayne

Seconded: JSteffler

That the Huron OPP Detachment Board approves the 2025 budget, as presented.

Disposition: Carried

Motion: 06-2025

Moved: JPetteplace

Seconded: JClark

That the Huron OPP Detachment Board approves an amendment to the Remuneration Policy to authorize member pay for board meetings, conferences, seminars, and association meetings.

Disposition: Carried

7.2 Administration Transition

No comments were received by Members related to the Administration Memo.

Motion: 07-2025

Moved: GLamport

Seconded: MAnderson

That the Huron OPP Detachment Board receives the Administration Memo dated January 27, 2025, as presented.

Disposition: Carried

8. Reports

It was the consensus of the Board that Financial Report to be discussed prior to Inspector's Report.

8.1 Financial Report

No comments or questions were received by Members related to the Financial Report for 2024.

Motion: 08-2025

Moved: TBazinet

Seconded: JPetteplace

That the Huron OPP Detachment Board receives the Financial Report dated January 27, 2025, as presented; and

That the Huron OPP Detachment Board authorize 2024 Board Administrator Doherty to bill the 2024 Board expenses to the lower tiers using the OPP property count billing method, as outlined in the report.

Disposition: Carried

Central Huron CAO Doherty left the meeting at 9:30 a.m.

8.2 Inspector's Report

Huron OPP A/Insp R. Olmstead discussed the vacancy of the Detachment Commander and noted the positive impact Inspector Younan had on Huron County and communities within.

Huron OPP A/Insp R. Olmstead provided a brief overview of the OPP Strategic Plan, Detachment Action Plan and Community Safety and Well-being (CSWB) Plan.

Traffic Statistics

Huron OPP A/Insp R. Olmstead presented the traffic statistics for 2024 and indicated that a focus for the year was on the big four offenses - seatbelts, speeding, impaired operation and distracted driving. It was noted that in 2024 that distracted driving and seat belt offenses increased and that collisions remained near status quo, with slight increase overall in collision.

Crime Statistics

Huron OPP A/Insp R. Olmstead presented the 2024 crime statistics, and the following were noted: reduction in some violent and property crimes and increase in fraud crimes. It was indicated that an increase in visibility and efforts of street crimes unit assist in the reduction.

Clearance Rates

Huron OPP A/Insp R. Olmstead presented the clearance rate data for 2024. It was noted that the data shows a 200% increase of Federal Statutes, which represents 7 offenses. Mental Health related occurrences are decreasing. Huron OPP A/Insp R. Olmstead indicated that mental health related occurrences and youth charges are decreasing.

Community Safety Initiatives

Huron OPP A/Insp R. Olmstead presented community safety initiative data for 2024 and indicated that the number of community services hours have significantly increased from previous years. It was noted that Huron OPP will be focusing on communities they haven't completed a community walk in for 2025.

Communication between Huron OPP and Detachment Board

It was discussed that Members notify the Chair of any issue arising, and the Chair will advise the Huron OPP for a coordinated approach. In the case of high priority issues, the Huron OPP typically reaches out to the CAO of the impacted municipality, to ensure timely distribution of information.

Motion: 09-2025

Moved: TBazinet

Seconded: AvanHittersum

That the Huron OPP Detachment Board receives the Inspector's Report dated January 27, 2025, as presented.

Disposition: Carried

9. New Business

9.1 Annual Detachment Board Report

Chair Dietrich discussed the Annual Report required by June 30, 2025. No questions related to the annual report were asked by Members.

9.2 2025 Proposed Board Meeting Schedule

Motion: 10-2025

Moved: GLamport

Seconded: JClark

That the Huron OPP Detachment Board approves the following dates for the 2025 Board Meeting Schedule:

- **March 24, 2025;**
- **June 23, 2025;**
- **September 29, 2025; and**
- **December 15, 2025.**

Disposition: Carried

10. Correspondence

11. Closed Session

12. Next Meeting

Next meeting is scheduled for March 24, 2025, beginning at 9:00 a.m.

13. Adjournment

Motion: 11-2025

Moved: DFrayne

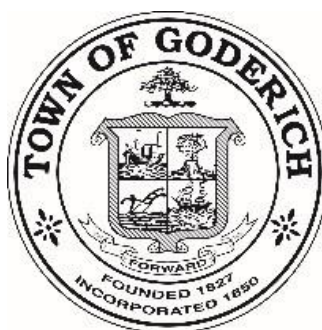
Seconded: MAnderson

That Huron OPP Detachment Board hereby adjourns at 10:13 a.m., to meet again on March 24, 2025, at 9:00 a.m. or at the Call of the Chair.

Disposition: Carried

Jim Dietrich, Chair

Stacey Jeffery,
Administrator/Recording Secretary



Mid-Huron Landfill Site Board Minutes

**Tuesday, February 11, 2025
1:30 PM**

Present	Councillor Alison Lobb, Chair and Central Huron Representative Mayor Bernie MacLellan, Huron East Representative Councillor Shari Flett, Huron Kinloss Representative Councillor John Thompson, Town of Goderich Representative
Absent	Mayor Glen McNeil, Ashfield-Colborne-Wawanosh Representative Councillor Peter Walden, Bluewater Representative
Staff Present	Janice Hallahan, Secretary and Chief Administrative Officer Jessica Clapp, Asset Management and Environmental Services Manager Sean Thomas, Director of Community Services, Infrastructure and Operations Deanna Hastie, Director of Corporate Services/Treasurer Andrea Rowntree, Administrative Assistant to the Chief Administrative Officer and Director of Legislative Services/Clerk Mark Allen, Mid-Huron Landfill Site Supervisor
Others Present	Brady Nolan Brad McRoberts Erik Kirk

-
- 1. CALL TO ORDER**
 - 2. DISCLOSURE OF PECUNIARY INTEREST**
 - 3. CONFIRMATION OF THE AGENDA AND ADOPTION OF MINUTES**

3.1 Approval of Agenda

Moved By: Member Thompson

Seconded By: Member MacLellan

That the Mid-Huron Landfill Site Board hereby accepts the February 11, 2025, Agenda, as presented.

CARRIED

3.2 Adoption of Minutes

Moved By: Member Thompson

Seconded By: Member Flett

That the Mid-Huron Landfill Site Board hereby adopts the November 19, 2025, Minutes, as printed.

CARRIED

4. DELEGATIONS & PRESENTATIONS

4.1 Nicholas Leblanc, RAMO re: Willows - Reducing Leachate Volumes, Producing Biomass, Building Soil Health

Moved By: Member MacLellan

Seconded By: Member Flett

That the Mid-Huron Landfill Site Board proceed with funding initiatives and the feasibility study regarding reducing leachate volumes.

CARRIED

5. STAFF REPORTS

Moved By: Member Thompson

Seconded By: Member MacLellan

That the Staff Reports be received for information and the noted action be approved.

CARRIED

5.1 Mark Allen, Mid-Huron Landfill Site Supervisor re: February 2025 Report

6. ACCOUNTS AND FINANCIAL STATEMENTS

Moved By: Member Thompson

Seconded By: Member Flett

That the Mid-Huron Landfill Accounts and Financial Statements be received for information.

CARRIED

6.1 Mid-Huron Landfill Account - Ending January 24, 2025

6.2 Revenue and Expenditures Report

6.3 Expense Detail Report

6.4 ONE Investment Report

7. CORRESPONDENCE RECEIVED AND COPIED FOR WHICH THE DIRECTION OF THE BOARD IS REQUIRED

7.1 Response letter from the County of Huron regarding the request from Genelle Reid, Huron Women's Shelter Second Stage Housing and Counselling Services re: Request for Support – Large Garbage Pick-Up Service Change

Staff Recommendation: Direction Required

This item is referred to the Mid-Huron Recycling Centre Board meeting.

8. CORRESPONDENCE RECEIVED FOR INFORMATION

Moved By: Member MacLellan
Seconded By: Member Flett

That the correspondence be received for information.

CARRIED

8.1 Leachate Report

9. CORRESPONDENCE RECEIVED AND RECOMMENDED ACTION NOTED

10. UNFINISHED BUSINESS

10.1 Andrew Garland, BM ROSS and Associates Limited re: Mid-Huron Landfill Site - Groundwater Flow Analysis and Testing of RDA Cap/Berm/Liner Material - Pending

11. NEW BUSINESS

12. CLOSED SESSION

In the event that the Mid-Huron Landfill Site Board enters into a Closed Session pursuant to Section 239 (2) of the Municipal Act, the Mid-Huron Landfill Site Board will reconvene following the Closed Session at which time the public and press may be present.

13. REPORTING OUT OF CLOSED SESSION

14. PUBLIC FORUM

15. ADJOURNMENT

Moved By: Member MacLellan
Seconded By: Member Flett

That the Mid-Huron Landfill Site Board does now adjourn at 2:46 PM to meet again at the next Regular Meeting scheduled for May 13, 2025.

CARRIED

CHAIR, Alison Lobb

SECRETARY, Janice Hallahan



Mid-Huron Recycling Centre Board

**Tuesday, February 11, 2025
2:30 PM**

Present Councillor Alison Lobb, Chair and Central Huron Representative
Mayor Bernie MacLellan, Huron East Representative
Councillor John Thompson, Town of Goderich Representative

Staff Present Janice Hallahan, Secretary and Chief Administrative Officer
Jessica Clapp, Asset Management and Environmental Services
Manager
Sean Thomas, Director of Community Services, Infrastructure
and Operations
Deanna Hastie, Director of Corporate Services/Treasurer
Mark Allen, Mid-Huron Recycling Centre Site Supervisor
Andrea Rowntree, Administrative Assistant to the Chief
Administrative Officer and Director of Legislative Services/Clerk

1. CALL TO ORDER

2. DISCLOSURE OF PECUNIARY INTEREST

3. CONFIRMATION OF THE AGENDA AND ADOPTION OF MINUTES

3.1 Approval of Agenda

Moved By: Member Thompson

Seconded By: Member MacLellan

That the Mid-Huron Recycling Centre Board hereby accepts the February 11, 2025, Board Meeting Agenda, as presented.

CARRIED

3.2 Adoption of Minutes

Moved By: Member MacLellan

Seconded By: Member Thompson

That the Minutes of the Mid-Huron Recycling Centre Board dated November 19, 2025, be adopted, as printed.

CARRIED

4. PUBLIC MEETING(S)

5. DELEGATIONS AND PRESENTATIONS

6. STAFF REPORTS

Moved By: Member Thompson
Seconded By: Member MacLellan

That the Staff Reports be received for information and the recommended action be approved.

CARRIED

6.1 Mark Allen, Mid-Huron Recycling Centre Site Supervisor re: February 2025 Report

Mark Allen will bring back quotes for new fencing and new windows.

6.2 Deanna Hastie, Director of Corporate Services/Treasurer re: 2024 Preliminary Surplus

Moved By: Member MacLellan
Seconded By: Member Thompson

That the Mid-Huron Recycling Centre Board keep \$10,000.00 in reserve and refund the remainder back to municipalities.

CARRIED

6.3 Deanna Hastie, Director of Corporate Services/Treasurer re: Mid-Huron Recycle Centre - Revised Proposed Amendment

Moved By: Member MacLellan
Seconded By: Member Thompson

That the costs for maintenance and upgrading of the facility will be shared based on the previous 5-year average of metric tonnes (MT) residents of each participating municipality have deposited at the site, in compliance with standard accounting practices.

CARRIED

7. ACCOUNTS AND FINANCIAL STATEMENTS

Moved By: Member Thompson
Seconded By: Member MacLellan

That the Mid-Huron Recycling Centre Board Accounts and Financial Statements be received for information.

CARRIED

7.1 Mid-Huron Recycling Account - Ending January 24, 2025

7.2 Revenue and Expenditure Report

7.3 Expense Detailed Report

8. CORRESPONDENCE RECEIVED AND COPIED FOR WHICH THE DIRECTION OF THE BOARD IS REQUIRED

- 8.1 Response letter from the County of Huron regarding the request form Genelle Reid, Huron Women’s Shelter Second Stage Housing and Counselling Services re: Request for Support – Large Garbage Pick-Up Service Change

Staff Recommendation: Direction Required

Moved By: Member Thompson

Seconded By: Member MacLellan

That the Mid-Huron Recycling Centre Board recommend to Genelle Reid, that they bring forth a request for delegation to County Council because it a County wide service.

CARRIED

9. CORRESPONDENCE RECEIVED FOR INFORMATION

Moved By: Member Thompson

Seconded By: Member MacLellan

That the correspondence be received for information.

CARRIED

- 9.1 Mid-Huron Recycling Centre Summary

- 9.2 Mid-Huron Recycling Centre Comparison Report

- 9.3 Mid-Huron Recycling Centre Account Aging Report

10. CORRESPONDENCE RECEIVED AND RECOMMENDED ACTION NOTED

11. UNFINISHED BUSINESS

12. NEW BUSINESS

13. CLOSED SESSION

In the event that the Mid-Huron Recycling Centre Board enters into a possible Closed Session pursuant to Section 239 (2) of the Municipal Act, the Mid-Huron Recycling Centre Board will reconvene following the Closed Session at which time the public and press may be present.

14. REPORTING OUT OF CLOSED SESSION

15. PUBLIC FORUM

16. ADJOURNMENT

Moved By: Member MacLellan

Seconded By: Member Thompson

That the Mid-Huron Recycling Centre Board does now adjourn at 3:07 PM to meet again at the next Regular Meeting scheduled for May 13, 2025.

CARRIED

CHAIR, Alison Lobb

SECRETARY, Janice Hallahan

**COMMUNITY SAFETY AND WELL-BEING for HURON OVERSIGHT COMMITTEE
MINUTES of MARCH 19, 2025**

In Attendance: Anita Snobelen, Stacey Jeffery, Michaela Johnston, Sharen Zinn, Rosemary Rognvaldsen, Erin Schooley, Kristin Crane, Cst. M. Martin, Kristian Wilson, Gwen Devereaux, Tanya Sangster, Shannon deVries, Lynn Higgs, Genelle Reid

Regrets: Marg Anderson, Catherine Hardman, Rodney Phillips, Dana Bozzato, Katrina Clarke, Brad McRoberts, Paul Klopp, Ric McBurney, Heather Mackenzie-Card, Heather Hirdes, Ryan Olmstead, Deborah Logue, Kaitie Westbrook, Corey Allison, Laura Grant, Taylor Jones, Mark Nonkes, Shannon McGavin, Matt Baker

1) Approval of Agenda

MOVED by: M. Johnston

SECONDED by: S. Jeffery

THAT the Agenda of March 19, 2025 be approved as presented.

CARRIED

2) Approval of Minutes of January 15, 2025

MOVED by: M. Johnston

SECONDED by: S. Jeffery

THAT the Minutes of January 15, 2025 be approved as presented.

CARRIED

3) New Membership

Co-Chair A. Snobelen welcomed the following new members to the Oversight Committee:

- Matt Baker, Indigenous Education Lead, Avon Maitland District School Board
- Erin Schooley, Huron County Social & Property Services (Housing)
- Gwen Devereaux, Gateway Centre of Excellence in Rural Health

4) 2025 Domestic and Family Violence Campaign – Overview

The Committee discussed comments received from H. Hirdes and agreed that the connotation of “Prom” was indicative of all of the events of the day including pre and post parties. It was decided to leave the post as presented to the Committee and each organization could choose to share or not share the post. S. Jeffery advised she would attempt to create another short message with a dating theme that the schools could use in place of the Prom specific video should they so choose (i.e. dinner or a movie).

The campaign will be presented to the Municipal Working Group at their upcoming meeting and will be distributed through various formats including social media, in April, May and June 2025.

5) **LEEP Update**

T. Sangster noted that Huron Perth Public Health will continue to support this work and encouraged the Committee to consider using the Lived Experience Expert Panel (LEEP) to inform the Plan, action items, and future campaigns.

LEEP information can be found by visiting: <https://www.hpph.ca/about-us/health-equity/> and questions can be directed by email to LEEP@hpph.ca.

6) **Huron-Perth Children's Aid Society and Perth County CSWB Request for Collaboration and possible joint messaging re Agriculture Safety and Well-Being**

M. Johnston advised the Committee that a virtual meeting was held following the January meeting between herself, K. Wilson (HPCAS), Chief Skinner (Perth CSWB) and Amy Guy (HPCAS) regarding farm safety education for Huron and Perth residents. A joint messaging and information campaign was proposed at that time.

M. Johnston noted that farm safety is something that the Committee had already intended to address in the Community Safety and Security campaign from July – September, 2025.

G. Devereaux also noted that Gateway is involved in this area and helps to create networks between farmers through SHED talks and provides them with information on where to access resources for mental health concerns. It was noted that farm safety days are also held annually in Perth and in Huron Counties.

A. Snobelen noted that we should also consult with the Coalition for Huron Injury Prevention which is a community-based partnership working to raise awareness and educate Huron County residents about issues such as farm safety.

K. Wilson suggested that there needed to be a consistent approach to education throughout the year. Additionally, he suggested that CSWB for Huron and Perth CSWB could collaborate together and learn from each other regarding their differing approaches to implementing CSWB action plans.

M. Johnston noted that discussions between the CSWB Municipal Working Group (Huron) and Perth CSWB had occurred at preliminary stages of plan creation and implementation and that governing structures were very different. This, together with other issues such as funding sources, could inhibit a comprehensive joint Huron Perth Plan but that messaging could certainly be shared between the groups on similar priorities or projects.

S. Jeffery noted that while it would benefit those organizations such as HPCAS and others which work in both Huron-Perth, municipally we are very distinct entities which may not lend itself to creating a joint Plan or action. She noted we also have different priority areas identified in our Plans.

It was decided that the proposal of working more closely with Perth CSWB be taken back to the Municipal Working Group for discussion as any change to the governance, structure or implementation plan would have to be taken to the various Councils for approval or other recommendation.

In the meantime, Committee members are welcomed to submit letters expressing their interest for further collaboration with Perth CSWB to the Municipal Working Group for consideration.

These letters can be addressed to the co-Chairs, Stacey Jeffery and Michaela Johnston for inclusion on a future agenda.

7) Indicator Review

S. Jeffery noted that statistics for indicators had been received from many of the organizations. It is hoped that the indicators will be finalized mid-April 2025 for inclusion in the Plan Review due June 1, 2025.

8) Website Updates – Roundtable

No updates were received from Committee members. S. Jeffery noted that the Municipal Working Group hoped to separate resources identified on the website into Youth-focused resources and Adult-focused resources for easier navigation.

9) Partner Updates – Roundtable

K. Wilson noted that Affinity Groups have been created in Huron Perth where individuals can meet and discuss. The need for the groups came from an internal organizational assessment, discussions with United Way Perth Huron and the City of Stratford. He will send out an invitation to the Committee regarding the group meetings.

M. Nonkes provided information on 3 items for promotion by the Oversight Committee:

A. Submit a nomination: I Am Huron Campaign

The Huron County Immigration Partnership is launching the I Am Huron campaign. This initiative celebrates the positive impact immigrants make in Huron County and highlights their contributions to the community.

People are encouraged to nominate an immigrant they know who has made a difference through their work, volunteerism, cultural contributions, and involvement in the community. Nominations are open until April 30, 2025.

An expected 5 to 10 individuals will be featured as part of the subsequent I Am Huron campaign. The selected nominees will be highlighted in local print publications, social media, and at a special celebration event.

To nominate go to: <https://connectedcountyofhuron.ca/i-am-huron>

B. Download the 2025 Huron County Newcomer Guide

Anyone who is moving to Huron County from another country will benefit from the **2025 Huron County Newcomer Guide**. The guide features the information about dozens of community organizations that support newcomers during their first week, month and year in Canada. It highlights services and organizations that assist newcomers. Print copies are available by contacting Mark Nonkes or visiting a Huron County Library branch.

Download the digital copy here: https://www.huroncounty.ca/wp-content/uploads/2025/03/web_NewcomerWelcomeGuide_bleeds_2025-DRAFT8.pdf

C. Take part in a Community Vaishakhi Celebration

Learn about this spring tradition with Indian food, vibrant music, a powerful Bhangra dance performance and an informative presentation on **April 13, from 2-6 pm** at Lakeshore United Church, 56 North St, Goderich. All are welcome to this free event! Tickets are required and are available at: Circle K in Goderich, Clinton and Wingham or online at:

<https://www.eventbrite.ca/e/community-vaisakhi-celebration-tickets-1280883118889?aff=oddtcreator>

10) **Municipal Working Group Update/Action Items**

- a. Survey
S. Jeffery requested any Oversight Committee members who had not yet completed the survey to please do so, so that results could be included in our Plan Review. Key takeaways of the survey were identified and a summary is attached to these Minutes for reference.
- b. Review of the CSWB for Huron Plan
S. Jeffery advised that the Municipal Working Group was working on the Plan Review so that a report could be finalized by July 1, 2025.
- c. Videos for priority areas
The Municipal Working Group is working on a 7-part video series which will commence production in the summer. Oversight Committee members will be included in the video series to highlight work that is being done in the community.
- d. THRIVE Summit – April 14 & 15, 2025 in Blyth
Huron County Economic Development is hosting a 2-day Summit in Blyth, Ontario and has asked that CSWB for Huron develop the content for the 2nd day. An itinerary of speakers and panelists has been finalized and tickets are on sale through the Huron County website (\$40 per person, per day).
<https://www.huroncounty.ca/economic-development/thrive-summit/>
- e. Provincial or Regional Conference or Summit Presentation
M. Johnston continues to look for upcoming forums and summits that the Oversight Committee could participate in to highlight the work being done in Huron County. In the meantime, there is an opportunity to write an article or send in a video presentation to OMSSA to be included in the Knowledge Exchange (Blog e-newsletter). Members are encouraged to provide M. Johnston and S. Jeffery with ideas for articles or project summaries that we can finalize for submission.

11) **Adjournment**

M. Johnston noted that the Community Safety and Security Ad Hoc Committee would be meeting on April 2, 2025 to work on the campaign which will run from July – September 2025.

G. Devereaux and K. Wilson are invited to attend, should they wish to participate in the formation of the campaign.

MOVED by: E. Schooley

SECONDED by: S. DeVries

THAT the meeting be adjourned at 11:17 AM.

CARRIED

Next Meetings:

April 2, 2025, 10:30 AM – Community Safety and Security Ad Hoc Committee (Zoom)

- Members:

- A/Inspector R. Olmstead
- H. Mackenzie-Card
- D. Logue
- S. DeVries
- T. Sangster
- M. Nonkes
- K. Crane

May 14, 2025, 10:00 AM – Oversight Committee (OPP Detachment, Hybrid)



PLANNING & DEVELOPMENT

57 Napier Street, Goderich, Ontario N7A 1W2 CANADA

Phone: 519.524.8394 Ext. 3 Fax: 519.524.5677 Toll Free: 1.888.524.8394 Ext. 3

www.huroncounty.ca

To: Mayor Bazinet and Members of Goderich Council
From: Hanna Holman, Planner & Victor Kloeze, Senior Planner
Date: April 7th, 2025
Subject: Draft County Official Plan Amendment No. 6 (PPS Conformity)

Recommendation

That the report, titled Draft County Official Plan Amendment No. 6 (PPS Conformity) be received for information.

Background

Council received a report on the new Provincial Planning Statement (PPS) in November of 2024 (attached for reference). Huron County Council initiated an amendment to the County Official Plan for the purpose of bringing it into conformity with the new provincial direction. The draft amendment is attached to this report for Council's consideration; it includes both policy amendments as well as updated Resource Maps.

Comments

In October 2024, the Province released the Provincial Planning Statement which replaces the Provincial Policy Statement, 2020 and A Place to Grow: Growth Plan for the Greater Golden Horseshoe, 2019. The proposed amendment to the County of Huron Official Plan seeks to align with the new direction in the Provincial Planning Statement (PPS).

There are many important policies that remain the same in the 2024 PPS as in the 2020 PPS, including:

- Decisions of Planning Authorities are required to be 'consistent with' the 2024 PPS;
- Settlement areas continue to be the focus of growth and development;
- Active transportation (e.g. walking & cycling) is important for healthy, active communities;
- Policies addressing natural areas and mineral aggregates are largely unchanged;
- Huron County is a prime agricultural area; and
- Surplus dwelling severances are permitted in prime agricultural areas.

The 2024 PPS contains new direction for many policy areas. The following is a list which are most applicable for the County of Huron:

- Comprehensive reviews are no longer required for converting employment lands or for expanding settlement areas;
- Focus is on creating complete communities;
- Planning time horizon is at least 20 years and no longer than 30 years;

- More specific direction on promoting wide range of types and forms of housing, including additional residential units in agricultural areas;
- Indigenous Nations are to be consulted early in the planning process; and
- Enhanced direction for consideration of impacts of a changing climate in the planning process.

County Official Plan Proposed Amendment No. 6

County Planning staff have reviewed the existing Huron County Official Plan in light of the new Provincial Planning Statement and outlined necessary amendments. The following list summarizes the key differences between the existing Huron County Official Plan and the proposed Official Plan Amendment No. 6:

- Addition of the County's Land Acknowledgement.
- The Agriculture section is amended with the addition of stronger support for agricultural systems planning, new requirements for agricultural impact assessments and to reflect the County's Housing Friendly Lens work relating to Additional Residential units in agricultural settings.
- The Extractive Resource section is amended to reflect the Scoped Update to the Huron County Aggregate Strategy;
- The Natural Environment section is amended to reduce the adjacent lands policies to 30 metres for all natural area types.
- The Settlement Patterns section is amended to remove the comprehensive review requirement at the time of a settlement area expansion and/or alteration to an employment area.
- The Implementation section is amended to update the complete application requirements.

The draft amendment incorporates specific direction from County Council regarding the surplus farm residence criteria for the age of the residence and amends it from 15 years to 10 years. This will not have a direct impact within the Town of Goderich

The amendment also updates the Appendices Tables with population and housing projections from the 2024 Watson & Associates Economists Study. The updated Resource Maps reflect changes to settlement area boundaries, level of servicing available, aggregate mapping and sourcewater protection.

Next Steps

The Public Meeting for this amendment will be held at Huron County Council on May 7, 2025. The Town will receive a formal Notice of Public Meeting. In the meantime, should Town of Goderich Council wish to provide comments on the draft amendment, direction to staff to prepare a response should be given.

Following the amendment to the County Official Plan, Planning & Development staff will work with each local municipality to amend the local Official Plans and bring policy frameworks into conformity.

Sincerely,

'Original signed by'

Hanna Holman, Planner

'Original signed by'

Victor Kloeze, Senior Planner



HURON
C O U N T Y

AMENDMENT NO. 6

**TO THE OFFICIAL PLAN
FOR THE
COUNTY OF HURON**

**CORPORATION OF THE
COUNTY OF HURON**

BY-LAW # - 2025

**A BY-LAW OF THE CORPORATION OF THE COUNTY OF HURON TO AMEND AN OFFICIAL
PLAN.**

The Council of the County of Huron, in accordance with the provisions of the Planning Act, RSO 1990, hereby enacts as follows:

1. Amendment No. 6 to the Official Plan of the County of Huron, consisting of the attached text, is hereby adopted.
2. The Clerk is hereby authorized and directed to give Notice of Adoption of Amendment No. 6 to the Official Plan of the County of Huron in accordance with the Planning Act, RSO 1990.
3. This By-law shall come into force and take effect on the day of final passing thereof.

Read a first time and second time _____,2025.

Read a third time and passed _____,2025.

Warden

Susan Cronin, Clerk

AMENDMENT NO. 6
TO THE OFFICIAL PLAN
FOR THE
COUNTY OF HURON

Constitutional Statement

PART "A" is the preamble to Amendment No. 6 to the Official Plan for the County of Huron and does not constitute part of this amendment. It provides general introductory information on the purpose, location and basis of the amendment.

PART "B" consisting of the text constitutes Amendment No. 6 to the Official Plan for the County of Huron.

PART "C" is the appendix and does not constitute part of this amendment. The appendices contain the background data, planning considerations and public participation associated with this amendment. Although the attached appendices do not constitute part of the formal amendment, they do provide explanatory material. In cases where a more detailed interpretation of the amendment is required, such an interpretation will be obtained from the appendices.

PART "A"
THE PREAMBLE

AMENDMENT NO. 6
TO THE OFFICIAL PLAN
FOR THE
COUNTY OF HURON

1. PURPOSE

The purpose of this amendment is to amend the County of Huron Official Plan to ensure consistency with the 2024 Provincial Planning Statement. This is an amendment under Section 17 of the Planning Act and not a 5 Year Review under Section 26 of the Planning Act. The following is a list of significant changes proposed to be made to the Plan:

- Addition of the County's Land Acknowledgement.
- The Agriculture section is amended with the addition stronger support for agricultural systems planning, new requirements for agricultural impact assessments and to reflect the County's Housing Friendly Lens work relating to Additional Residential units in agricultural settings.
- The Extractive Resource section is amended to reflect the Scoped Update to the Huron County Aggregate Strategy;
- The Natural Environment section is amended to alter the adjacent lands policies to 30 metres for all natural area types.
- The Settlement Patterns section is amended to remove the comprehensive review requirement at the time of a settlement area expansion and/or alteration to an employment area.
- The Implementation section is amended to update the complete application requirements.

This Official Plan Amendment has been initiated by the County of Huron.

2. LOCATION

As a text amendment, these policies affect all lands in the County of Huron.

3. BASIS

The Huron County Official Plan is required to maintain consistency with the Provincial Planning Statement (PPS). As a result, this amendment under Section 17 of the Planning Act proposes to amend the Huron County Official Plan to be consistent with the 2024 PPS.

PART "B"

**AMENDMENT NO. 6
TO THE OFFICIAL PLAN FOR THE COUNTY OF HURON**

1. INTRODUCTION

All of this part of the document entitled Part "B", consisting of the following text (with the exception of plain text which indicates context only and is not part of this amendment) constitutes Amendment No. 6 to the Official Plan for the County of Huron.

2. DETAILS OF THE AMENDMENT

Amendments to the Huron County Official Plan are shown by:

- ~~Strikethrough text~~ - indicates a deletion from the Official Plan
- Bold-italicized text*** - indicates an addition to the Official Plan
- Plain text - indicates context only and is not part of this amendment

The first column indicates the item number for ease of reference. The second column is the section being amended for reference. The Amended Text in the third column represents the amended text (~~striketrough~~ or ***bold-italicized***) to the Huron County Official Plan resulting from this Official Plan Amendment.

Item no.	Section no.	Modification
1		All references to the 'Provincial Policy Statement' are hereby changed to the ' <i>Provincial Planning Statement</i> ' throughout the document (Sections 1.2; 5.3.3; 6.3.1).
2	New second page	<p><i>Land Acknowledgement</i></p> <p><i>We acknowledge that the land we stand upon today is the traditional territories of the Anishinaabe, Haudenosaunee, and Neutral peoples and is connected to the Dish with One Spoon wampum, under which multiple nations agreed to care for the land and its resources by the Great Lakes in peace.</i></p> <p><i>We also acknowledge the Upper Canada Treaties signed in regards to this land, which include Treaty #29 and Treaty #45 ½.</i></p> <p><i>We recognize First Peoples' continued stewardship of the land and water as well as the historical and ongoing injustices they face in Canada. We accept responsibility as a public institution and as treaty people to renew relationships with First Nation, Métis, and Inuit Peoples through reconciliation, community service, and respect.</i></p>
3	2.3.4	<p>4) Municipalities may only exclude land from the prime agricultural areas for: <i>expansions of or identification of settlement areas in accordance with Section 7.3.3.2.</i></p> <p>a) Expansion of a settlement area boundary through a supportive comprehensive review and subject to the policies in Section 7 of this Plan;</p> <p>b) Creation of a new settlement area through a supportive comprehensive review and subject to the policies in Section 7 of this Plan;</p>
4	2.3.9.a.	a) The residence must be a minimum of 45 <i>10</i> years old or has immediately replaced one of a series of residences which were built a minimum of 45 <i>10</i> years ago or replaces a house accidentally destroyed by fire or natural disaster.
5	2.3.11.	<p>All development, including lot creation in agricultural areas and new or expanding livestock facilities, will be subject to the Minimum Distance Separation Formulae (MDS) <i>with the exception of:</i></p> <ul style="list-style-type: none"> a) MDS will apply to surplus residence severances in accordance with Section 2.3.9.e.; <i>b) MDS will not apply to On-Farm Diversified Uses.</i> <i>c) (moved from 2.3.18) It is recognized that Huron County contains a large number of low visitation cemeteries. Local Municipal Official Plans may identify a cemetery as being low visitation. Minimum Distance Separation Formulae for siting new or expanding livestock facilities and new or expanding manure storages (MDS II) shall</i>

		apply as a Type A Land Use for low visitation cemeteries.
6	2.3.16	<p>Renewable energy systems such as wind, solar and biomass facilities may be permitted in on agricultural lands areas. <u>Commercial-scale energy projects, and specifically battery storage, are directed outside of prime agricultural lands where possible. Where prime agricultural lands cannot be avoided, the impacts to the agricultural system must be addressed through an agricultural impact assessment and minimized.</u></p> <p>The following considerations shall guide the County and local municipalities when reviewing and commenting on proposals for renewable energy facilities in on agricultural lands areas:</p> <ul style="list-style-type: none"> - Effects on the economic, social and environmental well-being of the community, and the health, safety and well-being of persons; - The proximity of facilities to Settlement Areas; - The suitability of the road network to accommodate construction and ongoing maintenance and emergency access; - The loss of prime agricultural lands and adverse impacts on agricultural operations; - Adverse impacts on natural features and functions; - Adverse impacts on wildlife, including bats and migratory birds; - Adverse impacts on archaeological and cultural heritage resources; - The proximity and cumulative effect of existing or planned renewable energy facilities; and - Buffering and appropriate separation distances from energy generation facilities and transmission systems.
7	2.3.19	<p>Where residential uses are permitted in the prime agricultural area, <i>up to two (2) Additional Residential Units are permitted subject to policies in local Official Plans.</i></p> <p>Local Official Plans may permit the use of two residential units in a detached house, semidetached house or rowhouse; and (b) the use of a residential unit in a building or structure ancillary to a detached house, semi-detached house or rowhouse.</p> <p>Local Official Plans shall meet or exceed the following criteria:</p> <ul style="list-style-type: none"> a) Compliance with Minimum Distance Separation Formulae; b) Additional Residential Units are to be <i>attached to and/or</i> located in close proximity to the existing dwelling or the farm building cluster; c) <i>are compatible with and would not hinder, surrounding agricultural operations;</i> d) <i>minimum land taken out of agricultural production;</i> e) <i>address any public health and safety concerns; and</i> g) appropriate septic system servicing is available; to accommodate the Additional Residential Unit; and h) <i>a consent for lot creation will not be permitted for Additional Residential Units other than where they are included on the same parcel as a surplus farm residence.</i> <p><i>In addition to Additional Residential Units, commercial scale agricultural operations which require housing to accommodate farm labour are permitted subject to policies in local Official Plans.</i></p>
8	2.3.20	An Agricultural Systems approach, which includes the agricultural land base, and the infrastructure, services and assets important to the agri-food sector, is encouraged required .
9	3.3.4	An inventory of protected heritage properties resources will be compiled and reflected in local Official Plans and the Huron County Cultural Plan. Local municipalities shall keep a register of properties that have been designated as, or are believed to contain cultural heritage value or interest.
10	3.3.6	The appropriate Indigenous Community shall be provided notification in regard to the identification

		<p>of burial sites and significant archaeological resources relating to the activities of their ancestors. Early and meaningful consultation with Indigenous Nations is required when completing an archaeological assessment. If the County or one of the constituent municipalities initiates the preparation of an Archaeological Management Plan, the appropriate Indigenous communities shall be notified and invited to participate in the process.</p> <p>The County shall engage meaningfully with Indigenous communities and consider their interests when identifying, protecting and managing cultural heritage and archaeological resources, natural environment and water resources, and other areas of interest.</p>
11	3.3.11	<p>The County, in partnership with local municipalities and with the direction of the Huron County Accessibility Advisory Committee, shall complete an Accessibility Plan annually in accordance with the Accessibility for Ontarians with Disabilities Act.</p> <p>Local municipalities will develop appropriate accessibility policies and regulations in Official Plans, Zoning By-laws, and Site Plan and Design Guidelines, in accordance with the legislation. Ontarians with Disabilities Act.</p> <p>In establishing a barrier free environment, access solutions will be made in a manner that respects the cultural heritage value or interest of a protected heritage property.</p>
12	3.3.13.	<p>The County of Huron has many renewable and alternative energy systems sources within its jurisdiction. Examples of renewable energy systems include wind, water, biomass, solar, compressed air storage and geothermal. The proximity to the Lake Huron wind regime, availability of biomass resources and potential for solar development offer many opportunities for local energy production.</p> <p>Alternative energy systems and renewable energy systems shall be permitted throughout the County as per Section 2.3.16. Opportunities for the development of district energy should be provided, where feasible, to accommodate current and projected energy needs.</p>
13	4.2	<p>The lack of “Attainable Housing” is identified as a barrier to attracting workers to the region. “Attainable Housing” is defined as non-subsidized market housing that an individual making the Living Wage (2019 rate: \$17.55/ hour 2024 rate: \$23.05/hour) can afford.</p>
14	4.10	<p>Economic activity will have regard for efficient energy practices, climate change adaptation, new technologies, public health and sustainability of the community and natural systems.</p>
15	4.14	<p>All new major facilities and sensitive land uses will be planned and sited to ensure employment uses are protected from encroachment of sensitive land uses. Provincial guidelines The MECCP D-6 guideline will be used to determine compatible uses around industrial areas.</p>
16	5.0	<p>It is desirable to make extractive resources available as close to the markets as possible. The County undertook an Aggregate Strategy in 2005 which identified large areas of significant quality and quantity of sand and gravel; this Strategy was updated in 2025. The County supports the recommendations, goals and objectives of the Aggregate Strategy. Some of the key goals and objectives from the County’s Aggregate Strategy include: Making as much of the mineral aggregate resource available as close as possible to the market; Recognising existing mineral aggregate operations and protecting them from activities that would preclude or hinder their continued use or expansion; Ensure that new or expanding mineral aggregate operations are sited in locations that will have minimal social, economic, and environmental impacts; and minimize conflicts between incompatible land uses. The Strategy also recommended to designate in local Official Plans primary and secondary deposits with zero and one constraints. In local Official Plans, the Mineral Aggregate Designation indicates that aggregate deposits are likely to be available; it does not presume that all conditions are appropriate to allow extraction or processing of the resource to proceed., and to permit extraction in other deposits/resource areas subject to an amendment and appropriate studies.</p>
17	5.3.5 5.3.6 5.3.7 5.3.8	<p>5) Extraction of mineral aggregate resources is considered an interim use, and progressive and final rehabilitation will be required. Rehabilitated lands will be designated for the same use as existed prior to extraction, or natural environment.</p> <p>Where there is a concentration of mineral aggregate operations comprehensive rehabilitation planning is encouraged. Local municipalities may recommend that comprehensive rehabilitation be required through the municipal consultation process under the Aggregate Resources Act. (moved from 5.3.8)</p> <p>6) In agricultural areas, on prime agricultural land, rehabilitation will be carried out so that substantially the same areas and the same average soil quality for agriculture are restored.</p>

		<p>Complete agricultural rehabilitation is not required on prime agricultural lands if a substantial quantity of aggregate lies below the water table making restoration of pre-extraction agricultural capability unfeasible warranting extraction, other alternatives have been considered by the applicant and found unsuitable, and agricultural land rehabilitation in remaining areas is maximized. Consideration of other alternatives shall include resources in areas of Canada Land Inventory Class 4 to 7 soils, resources on lands identified as designated growth areas, and resources on prime agricultural lands where rehabilitation is feasible. Where no other alternatives are found, prime agricultural lands shall be protected in this order of priority: specialty crop, Canada Land Inventory Classes 1, 2, and 3.</p> <p>7) Any development permitted on or adjacent to a rehabilitated mineral aggregate operation, mineral and petroleum resource or operation will identify and mitigate issues of public health, safety and environmental impact.</p> <p>8) New and existing mineral aggregate operations and future or ongoing extraction of minerals and petroleum resources/ operations are permitted in the prime agricultural area, provided that the site is rehabilitated in accordance with Provincial policies.</p>
18	5.3.8	<p>Extraction is directed outside of areas designated Natural Environment. Where extraction is proposed in or adjacent to natural environment heritage features and areas, the required environmental impact studies shall be completed in accordance with provincial and local polices.</p>
19	5.3.10	<p>Incompatible uses and development shall be directed away from known significant mineral aggregate deposits, minerals and petroleum resources and operations. (moved from 5.3.11)</p> <p>Development and activities adjacent to or in areas of significant mineral aggregate resources, minerals and petroleum resources which would adversely affect the availability of these resources, shall only be permitted if:</p> <ul style="list-style-type: none"> a) resource use is not feasible; or b) the proposed land use serves a greater long term public interest; c) issues of public health, safety and environmental impact are mitigated, and d) the use does not adversely affect the availability of aggregate or petroleum resources in adjacent areas. <p>Non-agricultural development and lot creation within 300 metres of an existing aggregate operation or aggregate deposit may require an assessment of potential impacts.</p> <p>Areas where petroleum/gas wells are located should be avoided when siting buildings, unless it can be demonstrated that development can occur safely. A well license must be obtained from the MNR before any attempt is made to enter or plug a well.</p>
20	5.3.11	<p>Incompatible uses and development shall be directed away from known significant mineral aggregate deposits, minerals and petroleum resources and operations.</p> <p>All extraction and processing operations should be located and operated in such a manner as to minimize the impact on the natural, social and built environments. Surface and ground water resources shall be protected from adverse impacts of extraction.</p> <p>Impacts from any n New or expanding mineral aggregate operations in the prime agricultural area shall require an Agricultural Impact Assessment; impacts on the agricultural system are to be avoided, or where avoidance is not possible, minimized and mitigated. on surrounding agricultural operations and lands shall be mitigated to the extent feasible.</p>
21	5.5.3.	<p>Local official plans will protect areas for aggregate extraction with reference to the 'Mineral Aggregate Extractive Resources' map and will be consistent with the Provincial Planning Statement. Local official plans will include policies and mapping that regulate the establishment of new mineral aggregate operations, and expansions of existing operations and mineral mining operations. Policies and mapping will be consistent with the County's Aggregate Strategy and petroleum resource operations. Petroleum, gas and other extractive wells and operations are located in rural areas throughout the County. These wells will be protected from incompatible development.</p> <p>Wells and petroleum resource operations or other extractive operations will be referenced within local official plans and protected from incompatible development by discouraging development within 75 metres of petroleum resource production operations and wells.</p>
22	6.3.8	<p>Municipalities will consult with the local Conservation Authority and/ of the Huron County Biologist to determine if an Environmental Impact Study is required.</p>
23	6.3.8	<p>Adjacent lands are considered to be the lands within 30 metres 420m of a Provincially Significant Wetland and lands within 50m of all other natural features or areas.</p>
24	6.3.13.	<p>The efficient and sustainable use of water resources, including for water conservation and</p>

		<p>sustaining water quality and protection of sourcewater will be promoted in collaboration with the Province, local Conservation Authorities and local Municipalities.</p> <p>Where development is proposed on private communal sewage services or individual on-site sewage services, hydrogeological nitrate studies are required to demonstrate no negative impacts on public health and the environment.</p>
25	7.0	<p>When the original County of Huron Official Plan was adopted in 1973 the County's population was 51,000. In 2021 the population had increased to 61,365 nearly 60,000. The population of Huron County will continue to grow slowly. Population projections undertaken in 2024 for this plan update estimate a population of approximately 90,000 by 2051. 60,800 by 2044. Similar to the Province as a whole, due to smaller families and an aging population ("baby boomers" comprise a large proportion of Huron's the population), a growing population will be increasingly reliant partly dependent on immigration migration into the County.</p> <p>While these figures indicate a sustained level of growth, this growth is quite moderate in comparison to many other areas of the province and indicates that there is no need to designate major areas for new urban development. After many years of modest growth, Huron County experienced more significant growth between 2016-2021 and growth planning to accommodate projected population and housing is encouraged, particularly within settlement areas offering a full range of services. Population projections undertaken in developing this Plan support the assumption that Huron's existing urban centres contain an ample supply of land to accommodate future growth for the next twenty years. Although Huron's communities have remained relatively stable, with a clear distinction amongst towns, villages, hamlets, recreational areas and the rural countryside, there have been a number of important changes.</p> <p>The need for housing that is both affordable and attainable for all citizens of Huron County has become of critical concern. Apparent Lack of affordable and attainable housing can result in impacts for the whole community housing instability, increased homelessness, food insecurity and reduced quality of life. When the people living and working in the County are unable to find appropriate housing within their means, there are impacts for the community as a whole including outmigration of people, less spending at local businesses and difficulty for employers to find labour.</p>
26	7.2	<p>Strong, and Prosperous and Complete Communities</p> <p>The goal of the community is to support strong, prosperous, and complete communities. The achievement of complete communities will be supported by an appropriate range and mix of land uses, housing options, transportation options, employment, public service facilities and other institutional uses (including schools, child care facilities, long term care, places of worship and cemeteries) recreation, parks and other uses to meet long term needs. This Plan provides an adequate land base and allows for continued growth within existing urban areas on full services which encourage the provision of employment and housing opportunities while preventing fringe or sprawl development. The goal of the community is to broadly allow residential uses within settlement areas except where it is incompatible with designated employment lands.</p>
27	7.3	<p>Primary Settlement Areas</p> <p>Primary Settlement Areas are Huron's largest urban centres, and have full, municipal water and sewer services. These areas are intended to be the primary location for growth and development in the County, and offer a full range of amenities and employment options. The County's five major towns (P1 in Appendix Table 1) are fully serviced by municipal water and sewer and provide a broad range of employment opportunities and community services and may contain strategic growth areas. The remaining fully serviced communities (P2 in Appendix Table 1) will accommodate a smaller proportion of growth than the five major towns.</p>
28	7.3	<p>Secondary Settlement Areas include villages and hamlets with partial municipal services (water or sewer), which generally have significant populations but are less densely populated than Primary Settlement Areas. These areas are intended to accommodate a limited amount of residential growth, new community facilities and employment uses on full municipal water and sewage services or private communal water and sewage services. Limited Infilling or rounding out of existing development may occur provided that the development is within the reserve sewage system capacity and reserve water system capacity; and site conditions are suitable for the long-term provision of such services.</p>
29	7.3.2.	<p>1) Market pressures and changing demographics are altering the form of housing types and the density of residential development. To accommodate these changes, to achieve complete</p>

		<p>communities, and to address issues related to accessibility, mental health, housing attainability and low income, communities will:</p> <p>a) Encourage mixed use development;</p> <p>b) Contain an increase in overall density;</p> <p>c) Provide adaptable forms of housing;</p> <p>d) Allow Promote infill development at a higher density than the surrounding neighbourhood;</p> <p>e) Require new development in fully serviced greenfield areas to be at a higher density than the existing residential neighbourhoods of the settlement area,</p> <p>• For example, including higher density uses, designing buildings for additional dwelling residential units, or establishing reduced lot area, frontage, and setback requirements than those in established neighbourhoods;</p> <p>f) Promote all housing options required to meet the social, health, economic and well-being requirements of current and future residents, including additional needs housing. special needs requirements and needs arising from demographic changes.</p> <p>g) Consider Community Improvement Plans as a tool to promote the provision of affordable housing.</p>
30	7.3.2.6.	<p>The County has developed an an Residential Intensification Design Guidelines that demonstrates how municipalities may encourage increased density in settlement areas while balancing design considerations with attainability and affordability.</p> <p>Local municipalities may provide further guidance to aid compatible intensification in a manner which will respect and be compatible with existing neighbourhood characteristics and heritage areas.</p>
31	7.3.2.9.	<p>All new development of 10 units or more will demonstrate how market-based needs including attainability and affordability have been addressed.</p>
32	7.3.3.2.	<p>2) <i>In identifying a new settlement area or allowing a settlement area boundary expansion, the following shall be considered:</i></p> <p><i>a) the need to designate and plan for additional land to accommodate an appropriate range and mix of land uses;</i></p> <p><i>b) if there is sufficient capacity in existing or planned infrastructure and public service facilities;</i></p> <p><i>c) whether the applicable lands comprise specialty crop areas;</i></p> <p><i>d) the evaluation of alternative locations which avoid prime agricultural areas and, where avoidance is not possible, consider reasonable alternatives on lower priority agricultural lands in prime agricultural areas;</i></p> <p><i>e) whether the new or expanded settlement area complies with the Minimum Distance Separation formulae;</i></p> <p><i>f) whether impacts on the agricultural system are avoided, or where avoidance is not possible, minimized and mitigated to the extent feasible as determined through an agricultural impact assessment or equivalent analysis, based on provincial guidance; and</i></p> <p><i>g) the new or expanded settlement area provides for the phased progression of urban development.</i></p>

		<p>Planning authorities may identify a new settlement area only where it has been demonstrated that the infrastructure and public service facilities to support development are planned or available.</p> <p>Any consideration for the expansion of existing Settlement Areas or the establishment of a new Settlement Area will require a supportive comprehensive review. The comprehensive review must:</p> <p>a) Justify the need for a new Settlement Area or the expansion of a settlement area boundary, including demonstrating that sufficient opportunities for growth are not available through intensification, redevelopment and designated growth areas;</p> <p>b) Demonstrate that the new Settlement Area or proposed expansion is in the most suitable location and does not comprise specialty crop areas, and there are no reasonable alternatives which avoid prime agricultural lands; there are no reasonable alternatives on lower priority agricultural lands, if prime agricultural lands cannot be avoided, and impacts from new or expanding settlement areas on agricultural operations which are adjacent or close to the settlement area are mitigated to the extent feasible including compliance with the Provincial Minimum Distance Separation Formulae;</p> <p>c) Describe the planned or available infrastructure and public service facilities suitable for the proposed development which protect public health and safety, including the results of a Class EA where necessary;</p> <p>d) Demonstrate that the impacts of development on the natural environment will be minimized; and</p> <p>e) Provide other studies as required to support the proposed development as required by the County and local municipality.</p> <p>f) Local Municipalities may permit adjustments of settlement area boundaries outside a comprehensive review provided:</p> <ul style="list-style-type: none"> • there would be no net increase in land within the settlement areas; • the adjustment would support the municipality's ability to meet intensification and redevelopment targets established by the municipality; • the prime agricultural area is addressed in accordance with the requirements of Section 7.3.3.2.b.; • the settlement area to which lands would be added is appropriately serviced and there is sufficient reserve infrastructure capacity to service the lands. <p>g) In undertaking a comprehensive review, the level of detail of the assessment should correspond with the complexity and scale of the settlement boundary or development proposal.</p>
33	7.3.6.2	<p>Employment Areas include only industrial lands, and will be protected for industrial purposes. Employment areas will be planned for and protected in settlement areas by:</p> <p>a) planning for employment area uses over the long-term that require those locations including manufacturing, research and development in connection with manufacturing, warehousing and goods movement, and associated retail and office uses and ancillary facilities;</p> <p>b) prohibiting residential uses, commercial uses, public service facilities and other institutional uses;</p> <p>c) prohibiting retail and office uses that are not associated with the primary employment use;</p> <p>d) prohibiting other sensitive land uses that are not ancillary to uses permitted in the</p>

		<p>employment area; and</p> <p>e) including an appropriate transition to adjacent non-employment areas to ensure land use compatibility and economic viability.</p> <p>Planning authorities may remove lands from employment areas only where it has been demonstrated that:</p> <p>a) there is an identified need for the removal and the land is not required for employment area uses over the long term;</p> <p>b) the proposed uses would not negatively impact the overall viability of the employment area by:</p> <p>1. avoiding, or where avoidance is not possible, minimizing and mitigating potential impacts to existing or planned employment area uses;</p> <p>2. maintaining access to major goods movement facilities and corridors;</p> <p>c) existing or planned infrastructure and public service facilities are available to accommodate the proposed uses; and</p> <p>d) the municipality has sufficient employment lands to accommodate projected employment growth to the horizon of the approved official plan.</p> <p>Consideration for the conversion of industrial land to non-industrial land uses will require a supportive Comprehensive Review to determine if the conversion is necessary, and demonstrate that the land is not required for employment purposes over the long term. Commercial lands are not included in employment areas for the purpose of a Comprehensive Review.</p> <p>A Comprehensive Review for the conversion of Employment Areas to non-employment uses must provide:</p> <p>a) Justification of the need for conversion of employment lands, including demonstration that sufficient opportunities are not available through redevelopment, intensification, and designated growth areas in the local market area;</p> <p>b) Demonstration that the proposed use is in the most suitable location and there are no reasonable alternative locations;</p> <p>c) Description of the planned or available infrastructure and public service facilities suitable for the proposed development;</p> <p>d) Demonstration that the impacts of development on the natural environment will be minimized;</p> <p>e) Demonstration that the conversion is compatible with neighbouring uses and will not adversely affect the function of the employment area;</p> <p>f) Where lands have been used for industrial purposes, require the completion of studies to determine whether there is any soil and/or groundwater contamination that would require remediation prior to allowing the development of a more sensitive land use.</p> <p>g) Consideration of cross-jurisdictional issues;</p> <p>h) Other studies as required to support the proposed development as required by the County and local municipality;</p>
34	7.3.9.7	Local climate change impacts are expected to include higher average temperatures, increased precipitation, increased intensity of rainfall, more extreme fluctuations in lake and river levels,

		<p>increased lake effect snow events, more frequent and severe ice storms, and more frequent and severe wind gust events.</p> <p>To address these impacts:</p> <p>a) The County will support measures and activities to address climate change as outlined in the Corporate Climate Change Adaptation Plan; through greenhouse gas reduction or sequestration;</p> <p>b) Local Official Plans will include goals, objectives, & actions to mitigate greenhouse gas emissions and provide for adaptation to changing climate, including increased resiliency; and</p> <p>c) All development will include considerations consider of the impacts of a changing climate change-and related mitigation and adaptation measures.</p>
35	8.4 & 8.5	<p>4) Proponents of amendments to this Official Plan, local Official Plans and local Zoning By-laws are encouraged to engage stakeholders beyond the requirements of the Planning Act through private consultation such as direct contact or open houses.</p> <p>5) Applicants for Plans of Subdivisions, Consents and other planning applications are encouraged to consult with stakeholders and neighbouring property owners in advance of submitting their application.</p>
36	8.7	<p>The County acknowledges its role in the Province's duty to consult with Indigenous communities on planning matters. The County will strive to build co-operative relationships through meaningful engagement with Indigenous communities to facilitate knowledge-sharing in land use planning processes and inform decision-making.</p> <p>The County and private developers shall engage early with Indigenous communities and meaningfully coordinate on land use planning matters, including but not limited to, the identification and preservation of archaeological sites and built heritage resources, the protection of burial sites, cultural heritage landscapes and the natural environment.</p> <p>The County commits to co-development of mutually acceptable processes and protocols that facilitate notification and ongoing engagement of Indigenous communities in land use and related planning processes of the County. Guidelines may be prepared to further clarify expectations for Indigenous consultation and engagement.</p>
37	8.9	<p>For the determination of a complete application, the following additional information may be required to be submitted as part of a planning application, including peer review(s). Local Official Plans may specify additional studies and information for the determination of a complete application.</p>
38	8.9	<p>9) For the determination of a complete application, the following additional information may be required to be submitted as part of a planning application. Studies are listed in thematic areas for organizational purposes and does not limit the designations in which a study can be required. Local Official Plans may specify additional studies and information for the determination of a complete application.</p> <p>Where a study is required, an approved Terms of Reference is required prior to the commencement of the study.</p> <p>Natural Environment / Natural Hazard</p> <ul style="list-style-type: none"> - a flood plain and erosion hazard study if in a natural hazard area or an erosion control area as identified by the Conservation Authority, - an Environmental Impact Study if within or adjacent to a natural environment area - A study demonstrating the identification and assessment of impacts on threatened and endangered species, where there is potential suitable habitat for threatened and endangered species known to occur within the County of Huron, or where the Ministry of Natural Resources has identified habitat for threatened or endangered species as per the Endangered Species Act 2007. <p>Urban Lands</p> <ul style="list-style-type: none"> - a Comprehensive Review if land is being newly designated for urban development or if converting employment lands to non-employment uses - a heritage impact study if within or adjacent to a Heritage Conservation District or a Protected

	<p>Heritage Property</p> <ul style="list-style-type: none"> - a retail market study (or other economic / downtown impact study) if in a commercial area, or proposing to be within a commercial area - A residential market justification study <p>Servicing</p> <ul style="list-style-type: none"> - a servicing proposal to demonstrate the proposed connection to existing municipal services - a servicing options study for development proposed with private water or private sewage facilities - a hydrogeological nitrate / ground water impact study for development proposed on private sewage services in accordance with the County's Terms of Reference. - a stormwater management plan (conceptual) <p>Archaeology, Heritage and Design</p> <ul style="list-style-type: none"> - a heritage impact assessment and/or a conservation plan whenever known or potential built heritage resources (individual or part of heritage conservation district) and cultural heritage landscapes are located - Archaeological Assessment in areas of archaeological potential - Marine Archaeological Assessment in areas of marine archaeological potential - Design review in accordance with applicable County design guidelines, for example, the Residential Intensification Guideline or the Urban Design Guideline for Traditional Downtowns <p>Where an archaeological assessment is required, the proponent should consult early with the Indigenous communities and complete work in accordance with the Indigenous community's consultation protocol and archaeological standards, as applicable.</p> <p>Other</p> <ul style="list-style-type: none"> - a traffic impact study - an air, noise, dust or vibration study when required by Provincial guidelines - an Environmental Site Assessment when required by Provincial legislation - Minimum Distance Separation Formulae requirements from existing livestock barns for proposed residential, recreational or other non-farm development - Minimum Distance Separation Formulae requirements from existing residential (farm and non-farm), recreational or other non-farm uses for proposed livestock barns - a contaminant migration study and impact mitigation study for development within 500 metres of an open or closed landfill - an aggregate impact study for non-farm development occurring within 300 metres of an aggregate operation or known aggregate deposit - an impact study for an aggregate operation proposed within 300 m of a settlement area or existing non-farm development - under the Clean Water Act, a Section 59 Restricted Land Use Permit issued by the Risk Management Official if the property falls within a Wellhead Protection Area C (Five-year Time-of-Travel to the municipal well) - agricultural impact assessment - public consultation strategy - A residential market and/or affordability justification study - an urban design brief - planning justification report
--	---

Table 1: Settlement Area Type Classification for Growth Allocation

Primary Settlement Areas (full services existing or required) <i>*areas abutting P1 Settlement Areas are also required to be on full services unless otherwise stated</i>		Secondary Settlement Areas (partial services)	Tertiary Settlement Areas (private services)		Lakeshore Residential and Residential Park Settlement Areas
PI	PII				
Clinton	Bayfield	Belgrave	Amberley	Kingsbridge	Lakeshore Residential (Ashfield-Colborne-Wawanosh)
South of Clinton	North of Bayfield	Benmiller	Auburn	Kintail	Residential Park (Ashfield- Colborne-Wawanosh)
Exeter	Blyth	Brucefield	Belfast	Kippen	
Goderich	Brussels	Dashwood	Belmore	Kirton	Lakeshore Residential (Central Huron)
East of Goderich	Centralia	Egmondville	Blake	Lakelet	Lakeshore Residential (Bluewater)
South of Goderich	Huron Park	Dungannon	Bluevale	Lochalsh	Lakeshore Residential (South Huron)
Seaforth	Hutton Heights	Saltford	Corbett	Londesborough	
South of Seaforth-Bridges	Crediton	St. Joseph	Cranbrook	Lowertown	
Wingham	Hensall	Varna	Dublin	Molesworth	
North of Wingham	Vanastra		Elimville	Mount Carmel	
East of Wingham	Zurich		Ethel	Nile	
	Port Blake Planning Area		Fordwich	Port Albert	
	South of Lucknow		Gorrie	Shipka	
			Graham Survey	St. Augustine	
			Greenway	St. Columban	
			Harpurhey	St. Helens	
			Henfryn	Walton	
			Holmesville	Whitechurch	
			Junctionville	Winthrop	
			Kinburn	Woodham	
				Wroxeter	

Note: Table 1 is subject to change and amendments to Table 1 do not require an Official Plan Amendment. Place names are in accordance with local Official Plans.

Table 2: Population Projections, 2021 – 2051

	2021	2026	2031	2036	2041	2046	2051
Ashfield-Colborne-Wawanosh	6,141	7,387	7,816	8,268	8,678	8,994	9,210
Bluewater	7,870	8,333	8,777	9,581	10,359	11,014	11,530
Central Huron	8,140	8,615	8,792	9,382	9,969	10,475	10,890
Goderich	8,226	8,863	10,187	10,789	11,427	12,008	12,510
Howick	4,222	4,288	4,440	4,753	5,054	5,305	5,500
Huron East	9,928	10,254	10,538	11,387	12,222	12,930	13,500
Morris-Turnberry	3,747	3,858	3,927	4,077	4,231	4,370	4,480
North Huron	5,273	5,526	5,736	5,994	6,279	6,551	6,790
South Huron	10,476	11,255	12,911	13,659	14,439	15,141	15,740
County of Huron	64,050	68,381	73,125	77,896	82,669	86,801	90,160

Note: Table 2 is subject to change and amendments to Table 2 do not require an Official Plan Amendment

Note: Table 2 includes net Census undercount estimated at 4.4% and assumes the medium growth scenario of 1.1% annual growth. Population undercount has been rounded and may not add up exactly.

Source: County of Huron Population & Housing Projections, 2024, Watson & Associates Economists Ltd.

Table 4: Household Projections, 2021-2051

	2021	2026	2031	2036	2041	2046	2051
Ashfield Colborne Wawanosh	2,355	2,725	2,870	3,018	3,148	3,245	3,310
Bluewater	3,305	3,475	3,658	3,957	4,246	4,490	4,690
Central Huron	3,270	3,471	3,569	3,804	4,035	4,233	4,400
Goderich	3,665	3,983	4,578	4,852	5,137	5,394	5,630
Howick	1,345	1,386	1,451	1,567	1,677	1,768	1,850
Huron East	3,705	3,883	4,023	4,350	4,670	4,941	5,170
Morris-Turnberry	1,195	1,261	1,299	1,367	1,434	1,492	1,540
North Huron	2,155	2,305	2,414	2,544	2,681	2,807	2,920
South Huron	4,340	4,678	5,242	5,568	5,902	6,199	6,460
County of Huron	25,335	27,167	29,104	31,027	32,930	34,569	35,970

Note: Table 4 is subject to change and amendments to Table 4 do not require an Official Plan Amendment

PART "C"
APPENDICES

The appendices do not form part of Amendment No. 6 but are for information purposes only.

Background

In October 2024, the Province released the Provincial Planning Statement which replaces the Provincial Policy Statement, 2020 and A Place to Grow: Growth Plan for the Greater Golden Horseshoe, 2019. The proposed amendment to the County of Huron Official Plan seeks to align with the new direction in the Provincial Planning Statement (PPS).

Important policies that remain the same in the 2024 PPS as in the 2020 PPS:

- Decisions of Planning Authorities are required to be 'consistent with' the 2024 PPS;
- Settlement areas continue to be the focus of growth and development;
- Active transportation (e.g. walking & cycling) is important for healthy, active communities;
- Policies addressing natural areas and mineral aggregates are largely unchanged;
- Huron County is a prime agricultural area;
- Surplus dwelling severances are permitted in prime agricultural areas.

Major areas of change in the 2024 PPS:

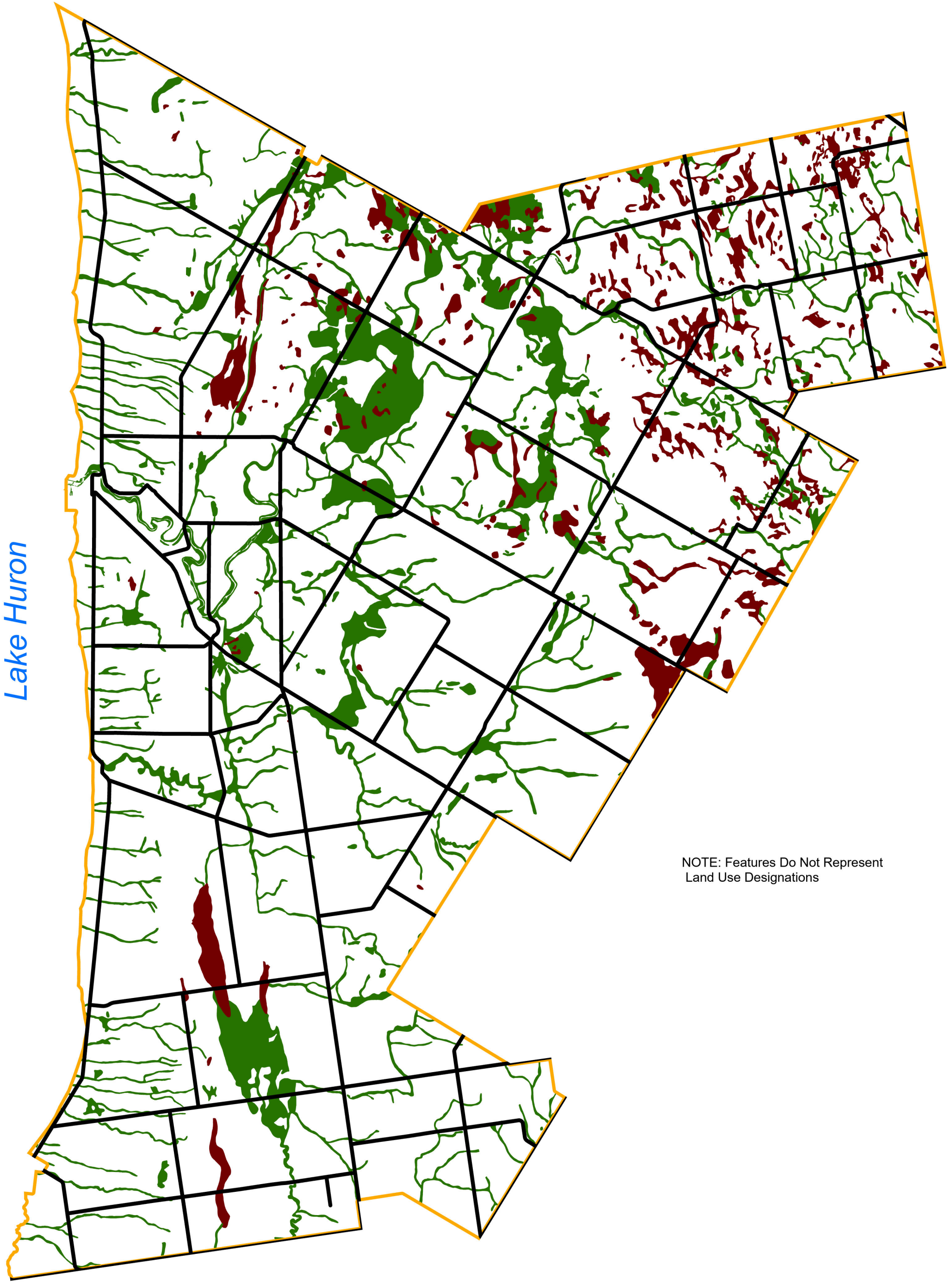
- Comprehensive reviews are no longer required for converting employment lands or for expanding settlement areas;
- Focus is on creating complete communities;
- Planning time horizon is at least 20 years and no longer than 30 years;
- More specific direction on promoting wide range of types and forms of housing, including additional residential units in agricultural areas;
- Indigenous Nations are to be consulted early in the planning process; and
- Enhanced direction for consideration of impacts of a changing in climate in the planning process.

Key Differences between the Existing Official Plan and the Proposed Official Plan Amendment #6

Policies are proposed to be amended to align with the 2024 PPS. The following list summarizes the key differences between the existing Huron County Official Plan and the proposed Official Plan Amendment #6 as a result of the 2024 PPS:

- Addition of the County's Land Acknowledgement.
- The Agriculture section is amended with the addition stronger support for agricultural systems planning, new requirements for agricultural impact assessments and to reflect the County's Housing Friendly Lens work relating to Additional Residential units in agricultural settings.
- The Extractive Resource section is amended to reflect the Scoped Update to the Huron County Aggregate Strategy;
- The Natural Environment section is amended to alter the adjacent lands policies to 30 metres for all natural area types.
- The Settlement Patterns section is amended to remove the comprehensive review requirement at the time of a settlement area expansion and/or alteration to an employment area.
- The Implementation section is amended to update the complete application requirements.

HURON COUNTY OFFICIAL PLAN Agricultural Resources Map



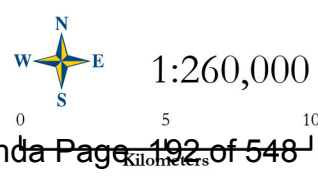
Lake Huron

NOTE: Features Do Not Represent Land Use Designations



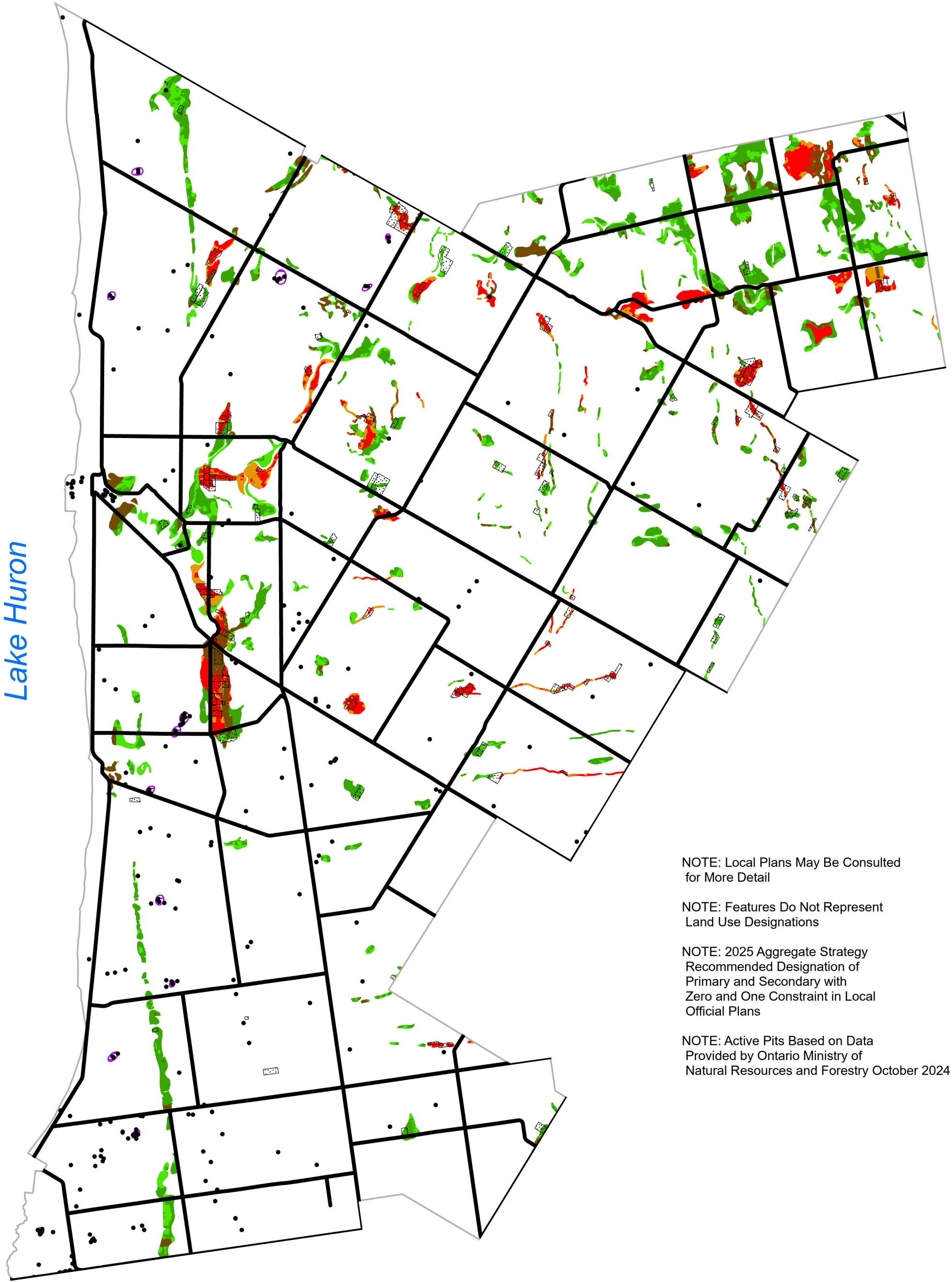
Produced by the County of Huron GIS Services with data supplied under License by Members of the Ontario Geospatial Data Exchange, MVCA, ABCA, SVCA, UTRCA and MNR&F.
This map is illustrative only. Do not rely on it as a precise indicator of routes, feature locations, nor as a guide to navigation.
Copyright © King's Printer 2025.
3/19/2025

Last Modified: 3/19/2025



Provincial Highways or County Roads	Prime Agricultural Area	Organic
	Prime Agricultural Lands (Class 1 - 3)	
	Non - Prime Agricultural Lands (Class 4 - 6)	

HURON COUNTY OFFICIAL PLAN Extractive Resources Map



NOTE: Local Plans May Be Consulted for More Detail

NOTE: Features Do Not Represent Land Use Designations

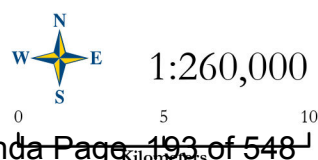
NOTE: 2025 Aggregate Strategy Recommended Designation of Primary and Secondary with Zero and One Constraint in Local Official Plans

NOTE: Active Pits Based on Data Provided by Ontario Ministry of Natural Resources and Forestry October 2024



Produced by the County of Huron GIS Services with data supplied under License by Members of the Ontario Geospatial Data Exchange, MVCA, ABCA, SVCA, UTRCA and MNR&F.
This map is illustrative only. Do not rely on it as a precise indicator of routes, feature locations, nor as a guide to navigation.
Copyright © King's Printer 2025.
3/19/2025

Last Modified: 3/19/2025

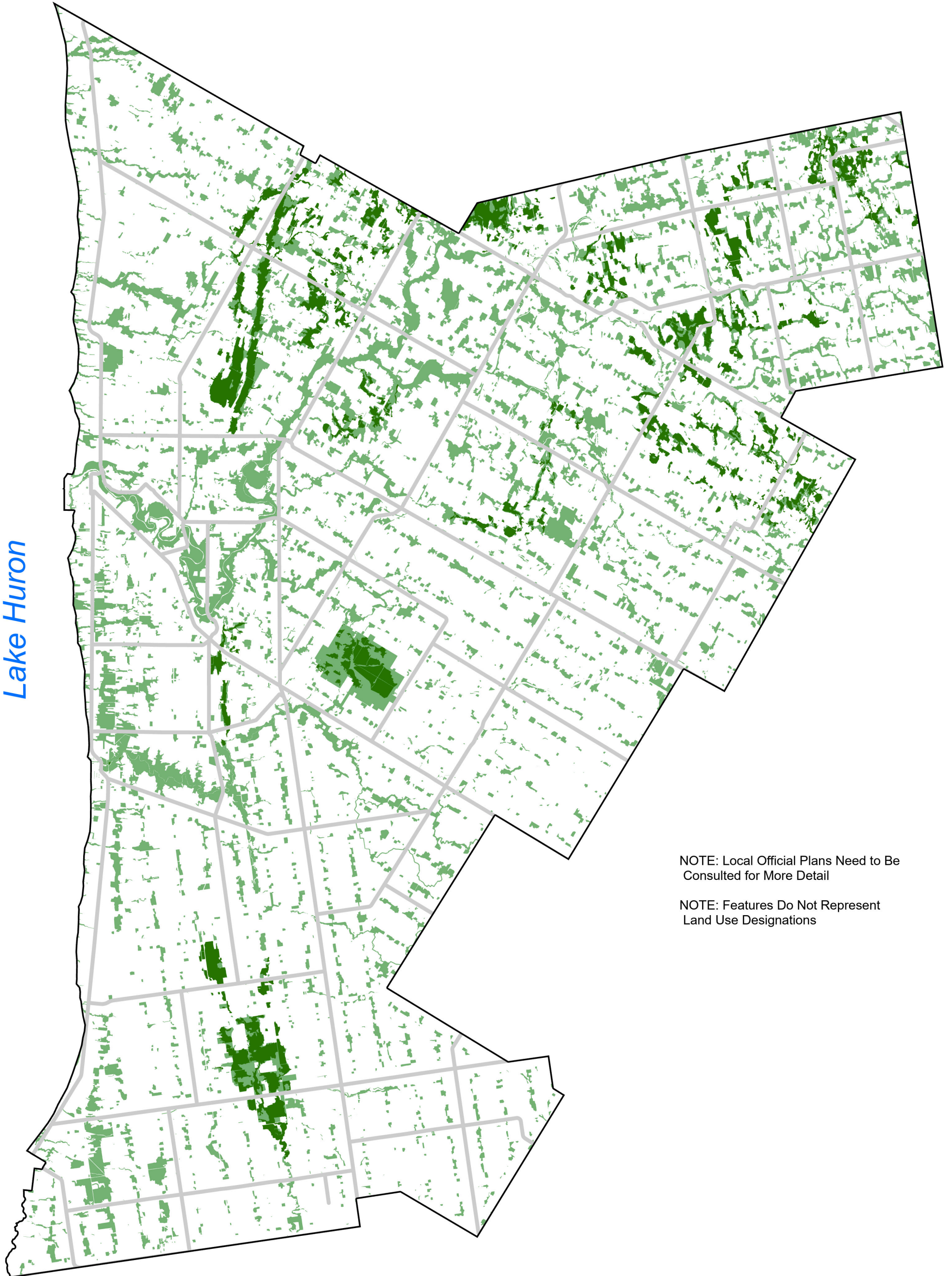


Agenda Page 193 of 548

- | | |
|---|--|
| <ul style="list-style-type: none"> Provincial Highways or County Roads County Boundary Active Pits Petroleum Wells (Active and Inactive) Petroleum Pool | <p>Potential Aggregate Resources</p> <ul style="list-style-type: none"> Primary - No Constraints Primary - With Constraints Secondary - No Constraints Secondary - With Constraints Sterile |
|---|--|

HURON COUNTY OFFICIAL PLAN

Natural Environment Resource Map



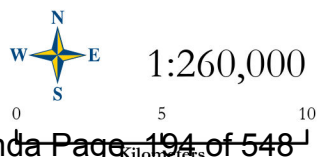
NOTE: Local Official Plans Need to Be Consulted for More Detail

NOTE: Features Do Not Represent Land Use Designations



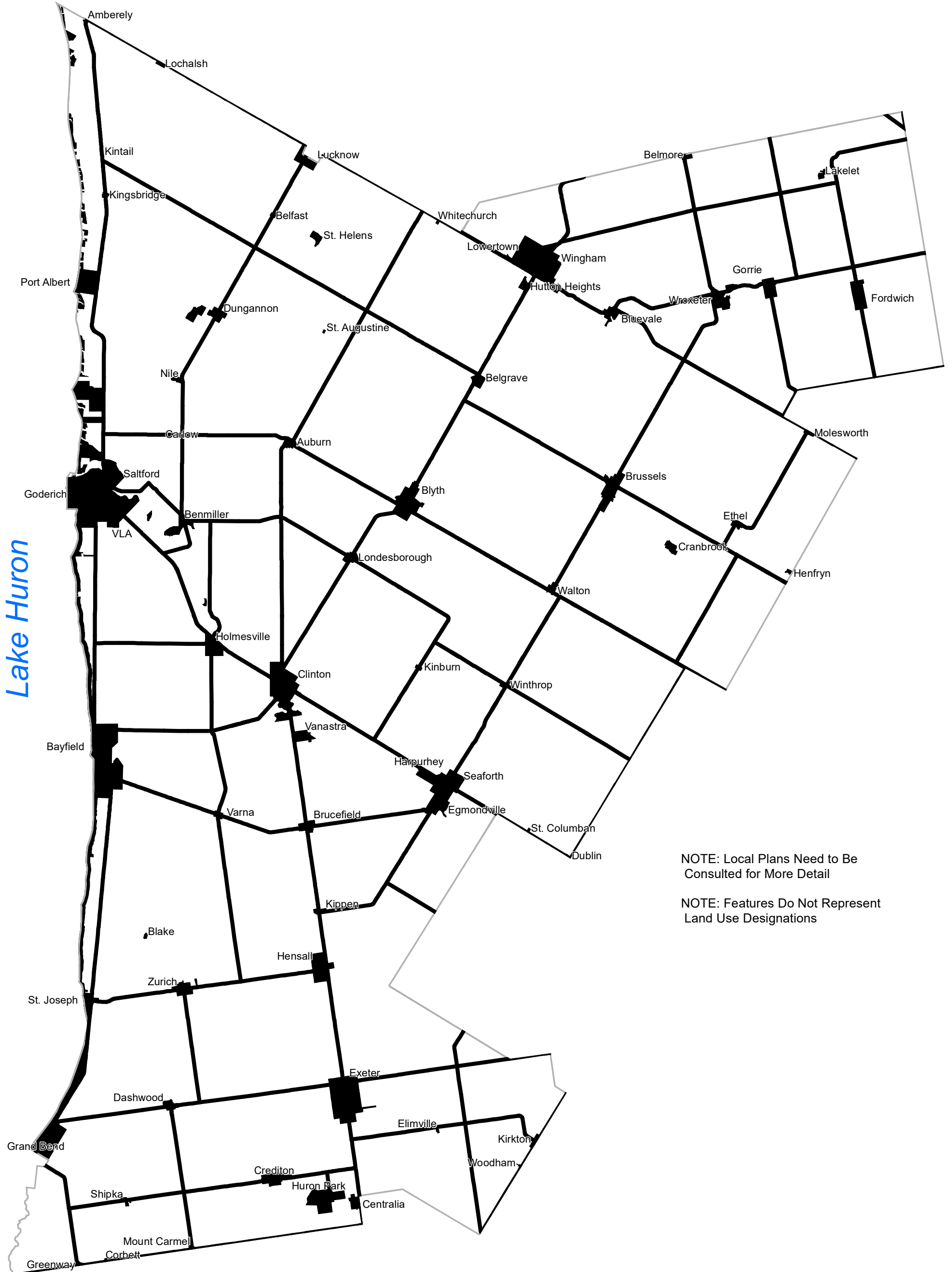
Produced by the County of Huron GIS Services with data supplied under License by Members of the Ontario Geospatial Data Exchange, MVCA, ABCA, SVCA, UTRCA and MNR&F.
This map is illustrative only. Do not rely on it as a precise indicator of routes, feature locations, nor as a guide to navigation.
Copyright © King's Printer 2025.
3/19/2025

Last Modified: 3/19/2025



- County Boundary
- Provincial Highways or County Roads
- Natural Environment - Provincially Significant Wetlands
- Natural Environment- All other features

HURON COUNTY OFFICIAL PLAN Settlement Areas Map



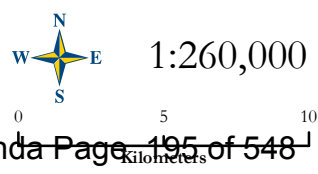
NOTE: Local Plans Need to Be Consulted for More Detail

NOTE: Features Do Not Represent Land Use Designations



Produced by the County of Huron GIS Services with data supplied under License by Members of the Ontario Geospatial Data Exchange, MVCA, ABCA, SVCA, UTRCA and MNR&F.
This map is illustrative only. Do not rely on it as a precise indicator of routes, feature locations, nor as a guide to navigation.
Copyright © King's Printer 2025.
2/4/2025

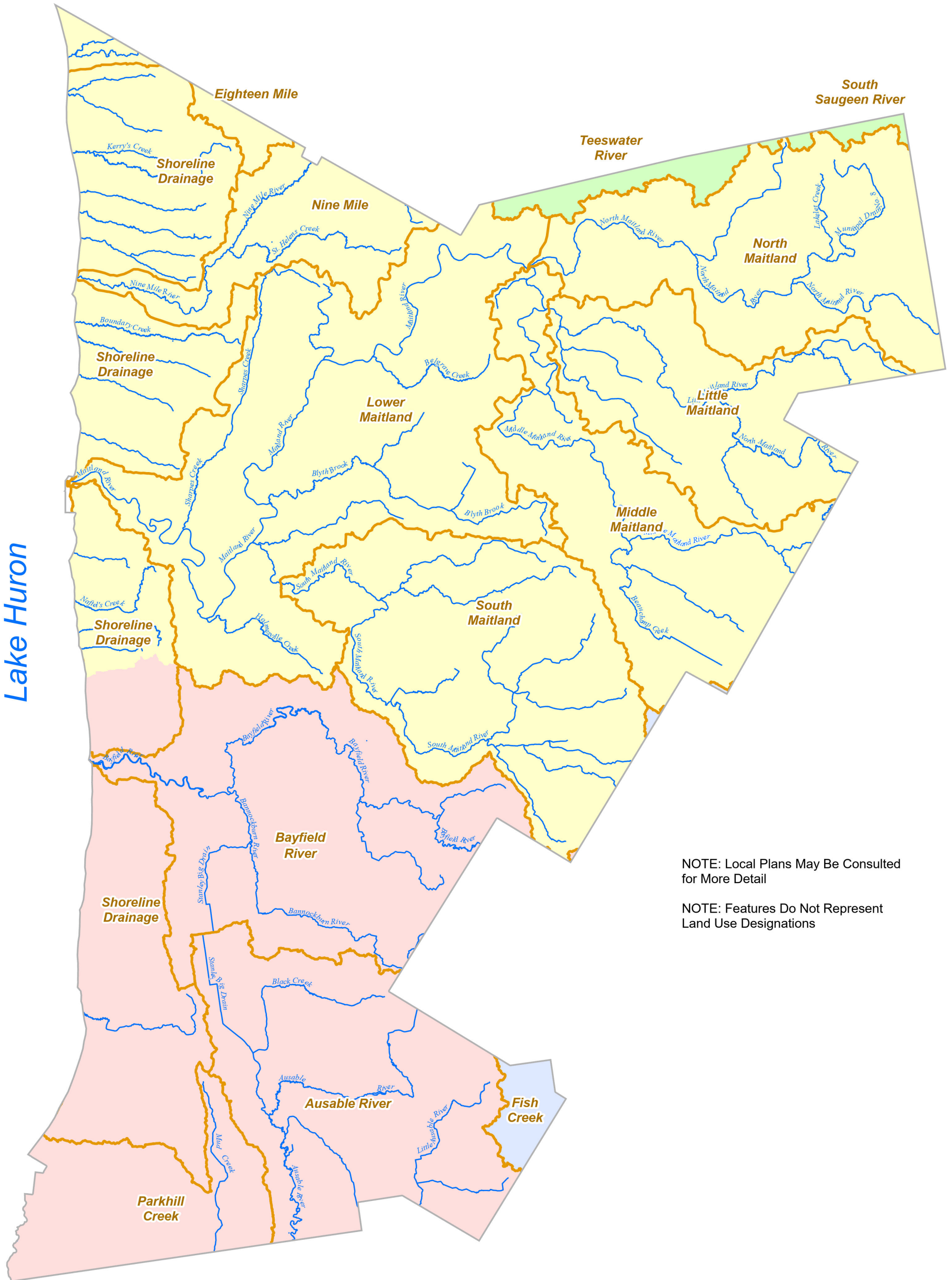
Last Modified: 2/4/2025



Agenda Page 195 of 548

- Provincial Highways or County Roads
- County Boundary
- Settlement Areas

HURON COUNTY OFFICIAL PLAN Watershed Resources Map



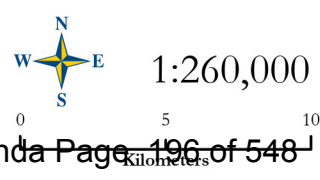
NOTE: Local Plans May Be Consulted for More Detail

NOTE: Features Do Not Represent Land Use Designations



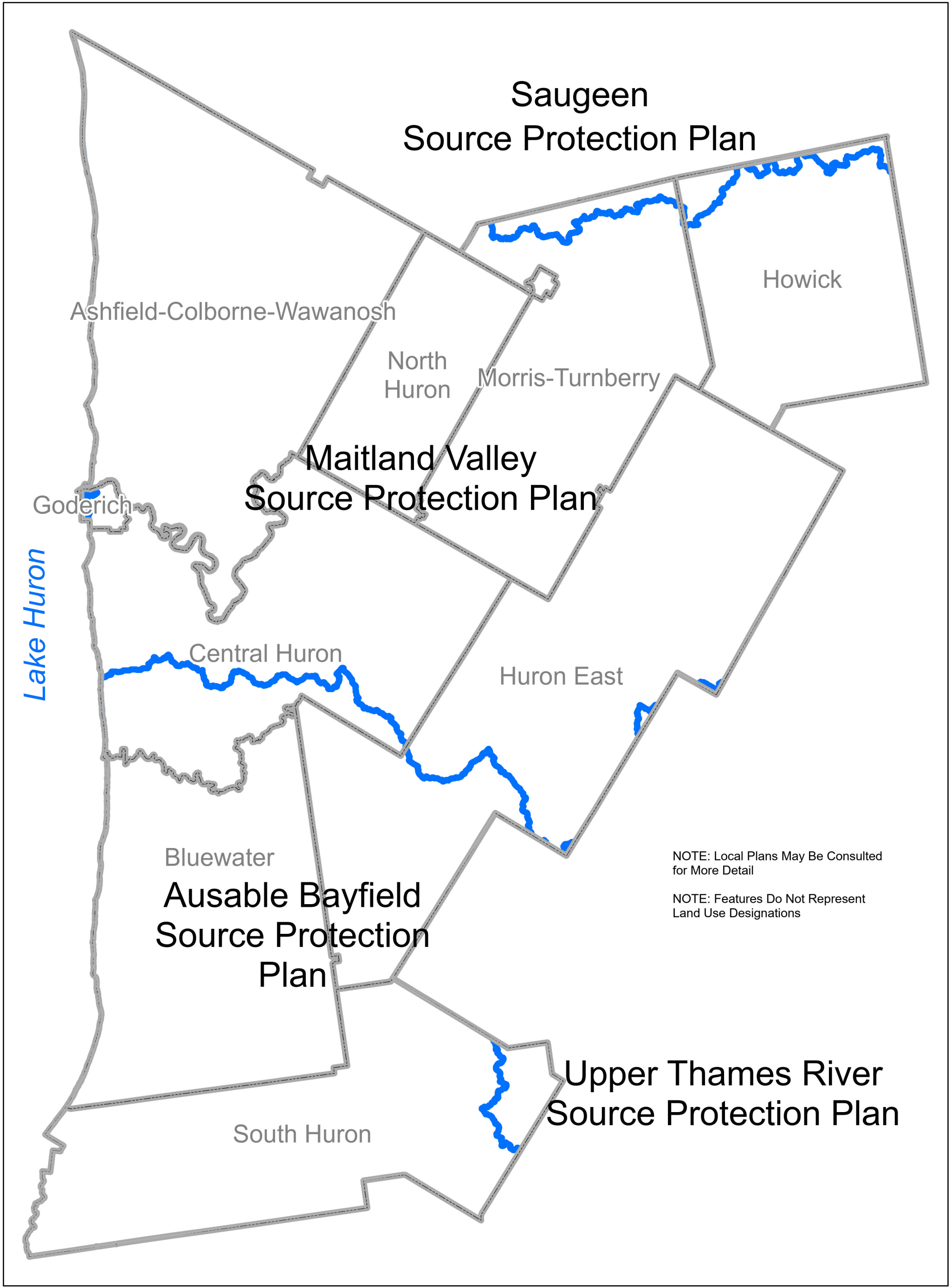
Produced by the County of Huron GIS Services with data supplied under License by Members of the Ontario Geospatial Data Exchange, MVCA, ABCA, SVCA, UTRCA and MNR&F. This map is illustrative only. Do not rely on it as a precise indicator of routes, feature locations, nor as a guide to navigation. Copyright © King's Printer 2025. 3/19/2025

Last Modified: 3/19/2025



County Boundary	Ausable Bayfield Conservation Authority
Watershed Boundaries	Maitland Valley Conservation Authority
Major Watercourses	Saugeen Valley Conservation Authority
	Upper Thames River Conservation Authority

HURON COUNTY
OFFICIAL PLAN
Source Water Protection Areas Map



NOTE: Local Plans May Be Consulted for More Detail

NOTE: Features Do Not Represent Land Use Designations



Produced by the County of Huron GIS Services with data supplied under License by Members of the Ontario Geospatial Data Exchange, MVCA, ABCA, SVCA, UTRCA and MNR&F.
This map is illustrative only. Do not rely on it as a precise indicator of routes, feature locations, nor as a guide to navigation.
Copyright © King's Printer 2025.
3/19/2025

Last Modified: 3/19/2025



- County Boundary
- Municipal Boundary
- Source Water Protection Area



PLANNING & DEVELOPMENT

57 Napier Street, Goderich, Ontario N7A 1W2 CANADA

Phone: 519.524.8394 Ext. 3 Fax: 519.524.5677 Toll Free: 1.888.524.8394 Ext. 3

www.huroncounty.ca

To: Mayor and Members of Goderich Council
Andrea Fisher, Director of Legislative Services

From: Victor Kloeze, Senior Planner

Date: November 12, 2024

Subject: New Provincial Planning Statement (PPS)

RECOMMENDATION

That the report, titled new Provincial Planning Statement (PPS) be received for information.

Background

The Province released the final, new Provincial Planning Statement on August 20, 2024. The new PPS took effect on October 20, 2024; it replaces the Provincial Policy Statement which came into effect on May 1, 2020.

Comments

This report contains a summary of the amendments to the Provincial Planning Statement, focusing on those changes most impactful for the County and local municipalities within Huron.

The new PPS consolidates the Provincial Policy Statement and 'A Place to Grow: Growth Plan for the Greater Golden Horseshoe' into a new Provincial Planning Statement. This has led to a series of new definitions (eg. "large and fast-growing municipalities") and policies which will not have impact for the County of Huron or the Town of Goderich.

Key Changes by Section, Relevant to Huron County:

Planning for People and Homes

Policy 2.1.1 provides that planning authorities shall base population and employment growth forecasts on Ontario Population Projections published by the Ministry of Finance and may modify these projections as appropriate.

Policy 2.1.3 provides that, at the time of creating a new official plan and each official plan update, sufficient land shall be made available to accommodate an appropriate range and mix of land uses to meet projected needs for a time horizon of at least 20 years but not more than 30 years, informed by provincial guidance. The policy also provides that planning for *infrastructure, public service facilities, strategic growth areas* and *employment areas* may extend beyond this time horizon.

Policy 2.1.6 directs planning authorities to support the development of *complete communities*.

Staff Comments:

Huron is well positioned to respond to Provincial direction with the 2024 Huron County Population and Housing Projections report, prepared by Watson & Associates Economists (online here: <https://www.huroncounty.ca/plandev/county-wide-projects/population-and-housing-projections/>). Huron adopted the medium growth scenario which projects significant growth out to 2051, when the County's population is projected to be 90,200 persons.

Goderich is anticipated to accommodate approximately 16% of the County's population growth over the forecast horizon., with the greatest annual population rate in the County at 1.4% over the next 30 years (2021 to 2051). Goderich is anticipated to add 65 additional housing units annually over the 2021 to 2051 period, the second highest share of housing growth in the County. This level of forecast growth is nearly triple the annual housing growth of 24 units per year added over the 2001 to 2021 Census period. The following tables are from the Watson & Associates Report.

Figure 6-4
Huron County
Population Forecast by Local Municipality, 2021 to 2051

Location	Total Population			Annual Population Growth	
	2001	2021	2051	2001 to 2021	2021 to 2051
Ashfield-Colborne-Wawanosh	5,617	6,141	9,210	26	100
Bluewater	7,183	7,870	11,530	34	120
Central Huron	8,103	8,140	10,890	2	90
Goderich	7,894	8,226	12,510	17	140
Howick	3,923	4,222	5,500	15	40
Huron East	10,049	9,928	13,500	-6	120
Morris-Turnberry	3,632	3,747	4,480	6	20
North Huron	5,174	5,273	6,790	5	50
South Huron	10,401	10,476	15,740	4	170
Huron County	61,975	64,050	90,160	104	870

Figure 6-6
Huron County
Permanent Housing Forecast by Local Municipality, 2021 to 2051

Location	Total Permanent Housing			Annual Housing Growth	
	2001	2021	2051	2001 to 2021	2021 to 2051
Ashfield-Colborne-Wawanosh	1,940	2,355	3,310	21	32
Bluewater	2,590	3,305	4,690	36	47
Central Huron	2,930	3,270	4,400	17	38
Goderich	3,185	3,665	5,630	24	66
Howick	1,200	1,345	1,850	7	17
Huron East	3,430	3,705	5,170	14	49
Morris-Turnberry	1,170	1,195	1,540	1	12
North Huron	1,995	2,155	2,920	8	26
South Huron	3,955	4,340	6,460	19	70
Huron County	22,395	25,335	35,970	147	355

Note: Figures may not add precisely due to rounding.

Source: Historical data from Statistics Canada Census; forecast by Watson & Associates Economists Ltd., 2023.

In order to provide sufficient housing for current and future populations, Planning staff work closely with local municipalities to ensure sufficient land bases for housing are available and that those lands are used efficiently (through minimum density requirements). Settlement Area and growth analyses are completed during Five Year Reviews of local Official Plans. There have been privately initiated applications for settlement area expansions in Seaforth, Grand Bend and Fordwich in recent years.

As the Town is a completely urban municipality, applications for settlement area expansions are unlikely to have a direct impact – they are more likely to impact surrounding municipalities.

Housing

Policy 2.2.1 requires planning authorities to establish and implement minimum targets for housing that is *affordable for low and moderate income households*; this term is now defined relative to the municipality as opposed to regional market area.

Policy 2.2.1b) continues to require planning authorities to permit and facilitate all housing options including additional needs housing and all types of residential intensification, including the *development* and *redevelopment* of underutilized commercial and institutional sites for residential development.

Policy 2.2.1c) requires planning authorities to promote densities for new housing which efficiently use land, resources, *infrastructure* and *public service facilities*, and support the use of *active transportation*.

Staff Comments:

Local municipalities, including the Town, have implemented ‘as-of-right’ housing options which promote more compact forms of housing, permit additional needs housing in all urban areas, and creates flexibility for new, more dense forms of housing in fully, partially and privately serviced settlement areas as well as within agricultural settings. The direction to promote the development and redevelopment of underutilized commercial and institutional sites has already been met by permitting multi unit residential in the mixed use arterial, mixed use core, and grouped commercial areas.

The Town of Goderich has already adopted amendments to streamline the conversion of churches to residential, in addition to permitting higher density and additional needs housing in Community Facility (CF) zones.

Settlement Areas & Settlement Area Boundary Expansions

PPS 2024 introduces definitions for ‘designated growth areas’, ‘strategic growth areas’ in addition to amending the definition for ‘settlement area’.

Settlement areas: means urban areas and rural settlement areas within municipalities (such as cities, towns, villages and hamlets). Ontario’s *settlement areas* vary significantly in terms of size, density, population, economic activity, diversity and intensity of land uses, service levels, and types of infrastructure available.

Settlement areas are a) built-up areas where development is concentrated and which have a mix of land uses; and b) lands which have been designated in an official plan for development over the long term.

Designated growth areas: means lands within *settlement areas* designated for growth or lands added to *settlement areas* that have not yet been fully developed. *Designated growth areas* include lands which are *designated and available* for residential growth in accordance with policy 2.1.4.a), as well as lands required for employment and other uses.

Strategic growth areas: within *settlement areas*, nodes, corridors, and other areas that have been identified by municipalities to be the focus for accommodating *intensification* and higher density mixed uses in a more *compact built form*.

Policy 2.3.1.4 now requires (instead of encourages) planning authorities to establish minimum targets for *intensification* and *redevelopment*.

The requirement for a comprehensive review at the time of a settlement area boundary expansion has been removed. Policy 2.3.2.1 now directs that in identifying a new *settlement area* or allowing a *settlement area* boundary expansion, planning authorities “shall consider” a list of factors, many of which were previously addressed in comprehensive reviews such as need, capacity in existing/planned *infrastructure* and *public service facilities*, avoiding *prime agricultural lands*, compliance with *minimum distance separation*, avoiding impacts on *agricultural system*, and whether expansion provides for phased progression of urban development.

Staff Comments:

Altered direction for settlement area expansions may be less rigorous overall but continues to underscore the importance of planning for growth in a coordinated fashion and specifically, aligning settlement area boundary expansions with sufficient infrastructure capacity and avoiding/minimizing impacts on agriculture. Huron's Best Practices for Growth Planning (2020) is an excellent resource in outlining how growth is best planned for in a rural context. As the Town is a completely urban municipality, applications for settlement area expansions are unlikely to have a direct impact – they are more likely to impact surrounding municipalities.

The definition of '*public service facilities*' is altered to include 'elementary, secondary and post-secondary schools', 'hospitals', 'community recreation facilities' and 'childcare'. During recent planning processes for new plans of residential subdivision, the lack of availability regarding public service facilities has been cited numerous times, particularly in reference to family doctors and other medical practitioners (eg. dentist, physio therapist, etc). The altered Provincial direction requires that planning authorities consider the capacity of those facilities in whether an expansion to a settlement area is appropriate. This will require increased coordination between the County and various partners (eg. healthcare alliances, school boards, childcare providers, local municipalities, etc).

Employment

PPS, 2024 defines *employment areas* as, "those areas designated in an official plan for clusters of business and economic activities including manufacturing, research and development in connection with manufacturing, warehousing, goods movement, associated retail and office, and ancillary facilities. Uses that are excluded from *employment areas* are institutional and commercial, including retail and office not associated with the primary employment use listed above.

Policy 2.8.1.1(e) is a new policy which requires planning authorities to promote economic development and competitiveness by addressing land use compatibility adjacent to *employment areas* by providing an appropriate transition to *sensitive land uses*.

Policy 2.8.2.5 significantly modifies the PPS, 2020 policies related to the removal of lands from *employment areas*. The PPS, 2024 permits planning authorities to remove lands from *employment areas* at any time (rather than through a Municipal Comprehensive Review), only where it has been demonstrated that the land is not required for employment area uses over the long term and that the proposed use would not negatively impact the viability of the employment area.

Staff Comments:

No concerns. The altered Provincial direction is consistent with how Huron County municipalities plan for employment areas and surrounding sensitive uses. While significant areas are designated for employment uses, there remains a lack of 'shovel ready' sites for industrial investment across the County (Huron County Economic Development, Investment Readiness Report, 2023). In the Town, the Town's industrial park on Parson's Court represents the bulk of the 'shovel ready' lands for industrial employment.

Sewage, Water and Stormwater

Policy 3.6.1(a) provides that planning for *sewage and water services* shall accommodate forecasted growth in a timely manner that promotes the efficient use and optimization of existing *municipal sewage services* and *municipal water services*, as well as existing *private communal sewage services* and *private communal water services*.

Policy 3.6.1(b) makes reference to ensuring that services are provided in a manner that protects the *quantity and quality of water* and aligns with comprehensive municipal planning for these services where applicable.

Policy 3.6.1(d) requires the integration of servicing and land use considerations at all stages of the planning process, including consideration of opportunities to allocate and reallocate, if necessary, the unused system capacity of *municipal water services* and *municipal sewage services* to support the efficient use of these services to meet current and projected needs for an increased housing supply.

Policy 3.6.2 adds a reference to include both centralized servicing systems and decentralized servicing systems to the policy for municipal sewage and water services.

Policy 3.6.4 contains provisions that would allow *individual on-site sewage services* and *individual on-site water services* in certain circumstances, and requires planning authorities to assess the long-term impacts of *individual on-site sewage services* and *individual on-site water services* at the time of the official plan review or update.

Staff Comments:

The proposed servicing direction is consistent with existing policy frameworks for development. To ensure comprehensive planning, municipal water and wastewater capacities must be monitored and upgrades/expansions planned for to avoid delays in development and align with planning documents. For example, South Huron has undertaken a Water-Wastewater Master Plan in 2024 which informs the 2024 Review of the South Huron Official Plan; this coordination allows for the long term land base analysis (ie. needs vs availability) to be completed.

Positive steps in public servicing have occurred including extending full municipal services to Hutton Heights in North Huron, extension of municipal sewer to portions of Egmondville in Huron East, and proactive community-wide nitrate studies in ACW and Morris-Turnberry. Zurich in Bluewater was also recently transitioned from well water to the lake-fed pipeline and a second well is being established in Saltford in ACW.

The additional reference to decentralized municipal water services reflects the approach taken along portions of the lakeshore where municipally operated wells provide drinking water. A municipally owned and operated 'package plant' would be an example of a decentralized municipal wastewater system, though none exist in Huron presently.

Energy Supply

Policy 3.8.1 includes new direction for planning authorities to provide opportunities for the development of energy supply including '*energy storage systems*'. *Energy storage system* is defined as: means a system or facility that captures energy produced at one time for use at a later time to reduce imbalances between energy demand and energy production, including for

example, flywheels, pumped hydro storage, hydrogen storage, fuels storage, compressed air storage, and battery storage.

Staff Comments:

Within the County, there are 344 wind turbines (165 in ACW, 100 in Bluewater, 15 in Huron East, and 64 in South Huron), numerous solar panels, and one compressed air energy storage facility (NRStor / HydroStor, located in Goderich). In recent years, there have been proposals for battery storage (Huron East) and compressed air energy storage (Bluewater) within agricultural settings in the County.

On August 28, 2024, the Province launched the largest competitive energy procurement in Ontario's history with the goal of ensuring long term affordability as electricity demand is forecasted to rise 60 percent by 2050.

County and local Official Plans would benefit from an updated energy policy framework to guide new proposals with the goal of being supportive of energy supply projects while also supportive of the preservation of agricultural lands for agricultural purposes.

Natural Environment

Aside from amending some definitions, PPS 2024 does not change the natural heritage policies from the 2020 version.

Staff Comments:

No concerns. The existing framework aligns with how Huron County plans for natural areas.

Agriculture

The PPS, 2024 now *requires* (instead of *encourages*) planning authorities to use an *agricultural system* approach, based on provincial guidance, to maintain and enhance a geographically continuous agricultural land base and support and foster the long-term economic prosperity and productive capacity of the *agri-food network*.

Policy 4.3.2.5 provides that where a residential dwelling is permitted on a lot in a *prime agricultural area*, up to two additional residential units shall be permitted in accordance with provincial guidance, provided that specified criteria are met. This criteria includes compliance with the *minimum distance separation formulae*, compatibility with surrounding agricultural operations, the appropriate provision of *sewage and water services*, the ability to address public health and safety concerns, the requirement for additional units to be of a limited scale and located within, attached or in close proximity to the principal dwelling or farm building cluster and minimizing land taken out of agricultural production.

Policy 4.3.3.1 discourages lot creation and would only permit lot creation for *agricultural uses, agriculture-related uses and infrastructure*. This policy also permits lot creation for up to one *residence surplus to an agricultural operation*, provided certain criteria are met.

Policy 4.3.5.2 requires an *agricultural impact assessment* or equivalent analysis based on provincial guidance where it is not possible to avoid impacts from any new or expanding non-agricultural uses on surrounding agricultural lands and operations.

Policies 4.5.4.1 and 4.5.4.2 modify the existing PPS, 2020 policies related to the extraction of *mineral aggregate resources in prime agricultural areas*. These policies state extraction is permitted as an interim use, provided that impacts are addressed as determined through *agricultural impact assessment* (per policy 4.3.5.2) and the site will be rehabilitated back to an *agricultural condition*. Rehabilitation to an *agricultural condition* is not required if the depth of the planned extraction makes restoration of pre-extraction agricultural capability unfeasible and agricultural rehabilitation in remaining areas is maximized.

Staff Comments:

Huron County municipalities adopted policies for Additional Residential Units on agricultural properties as part of the Housing Friendly Lens Implementation (2021). PPS 2024 adopts the exact same approach as Huron and thus no amendments are required.

Council can expect an increased focus on components of the agricultural system and the need to protect the system within planning reports, including analysis of agricultural impact assessments.

The change to agricultural rehabilitation standard responds to commonly heard criticism that aggregate is not an 'interim use' in agricultural settings when extraction is below the water table. Within Huron, there are many aggregate pits licensed for sub-water table extraction and staff have no concerns with this approach but flag the continued need for comprehensive planning for the water bodies post-extraction.

Cultural Heritage and Archaeology

PPS 2024 shifts to requiring *protected heritage property* to be conserved from previous requirement which was for *significant built heritage resources* to be conserved.

New policy 4.6.4(b) encourages planning authorities to develop and implement "proactive strategies for conserving *significant built heritage resources and cultural heritage landscapes*."

Policy 4.6.4.5 modifies an existing PPS, 2020 policy and requires planning authorities to engage "early" with Indigenous communities. It has also been broadened to ensure their interests are considered when identifying, protecting and managing not only *archaeological resources* but also *built heritage resources* and *cultural heritage landscapes*.

Staff Comments:

The change to definitions is consistent with recent changes to the Ontario Heritage Act which limit protection to designated properties only and not those on municipal registers of culturally significant properties.

Amendments to both the County and local Official Plans are required in response to the rights of Indigenous Nations. Amendments would include a Land Acknowledgement Statement,

consultation requirements with Indigenous communities, and further recognition of their role in advising on archaeological and natural heritage matters.

This shift in policy is supported by current practices of the Corporation; enhanced training on Indigenous culture was recently delivered for County and local municipal staff and members of Council. This shift is also reflected in recent projects such as enhanced consultation with Chippewas of Kettle and Stony Point First Nation on the South Huron Official Plan review, cultural programming at local libraries, and the new mural at the Huron County Museum.

Mineral Aggregate

No significant policy changes.

'Compressed air energy storage' has been added to the definitions of *petroleum resources* and *petroleum resource operations*.

The definition of 'minerals' was changed to include a reference to non-metallic minerals which are those minerals that are of value for intrinsic properties minerals themselves and not as a source of metal. They are generally synonymous with industrial minerals (e.g., graphite, kyanite, mica, nepheline syenite, salt, talc, and wollastonite). Critical minerals are defined as "a subset of raw materials that have specific industrial, technological or strategic applications for which there are a few viable substitutes".

Staff Comment:

No concerns. Recent proposal for compressed air energy storage facility in former natural gas vault in Stanley Ward, Municipality of Bluewater appears to have more policy support under new provincial direction.

Natural Hazards

No major changes. Continued direction for planning authorities to collaborate with conservation authorities to identify hazardous lands and hazardous sites, and manage development in these areas in accordance with provincial guidance.

Staff Comment:

No concerns. County and local municipal staff are in regular contact with local Conservation Authorities on development activities (eg. entrance permits, pre-consultation meetings, agency review of long range planning documents, input on CA special projects, etc).

Implementation and Interpretation

Policy 6.1.5 explicitly requires planning authorities to keep their zoning by-laws and development permit by-laws up to date with the PPS, 2024 by establishing permitted uses, minimum densities, heights and other development standards to accommodate growth and development. It also requires planning authorities to keep their official plans up to date with the PPS, 2024 to protect provincial interests.

The PPS, 2024 contains new policies in section 6.2 requiring planning authorities to engage with the public, school boards and publicly assisted post-secondary institutions in efforts to implement the PPS, 2024.

Staff Comment:

Planning & Development staff have been working diligently to keep all long range policy documents up to date. In recent years, Five Year Reviews have been completed for Official Plans in Goderich, North Huron, and ACW while South Huron and Central Huron are currently undergoing review. Updates to Zoning Bylaws have been completed immediately following the Official Plan reviews to ensure all documents remain aligned.

Further, the Department completed 'major update' amendments to implement the Housing Friendly Lens in Bluewater, Central Huron, Huron East, Howick, Morris-Turnberry and South Huron (Official Plans and Zoning Bylaws). Staff have also worked with local municipalities to complete and implement the Bayfield Secondary Plan; assist with the Goderich and Huron East Community Improvement Plans, Bayfield Heritage Conservation District Plan; and recently initiated a Zone Map modernization project for Huron East.

NEXT STEPS

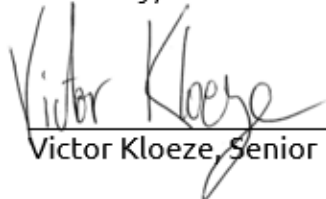
Conformity Amendments

County Council gave direction (on October 2, 2024) for staff to prepare a Terms of Reference for the County of Huron Official Plan PPS Conformity Amendment. This amendment will align direction with PPS 2024. Staff have identified the need to reflect the following changes at this time:

- Enhanced requirements for early and meaningful consultation with Indigenous Nations;
- Enhanced direction for responding to impacts of a changing climate;
- Further reflect Housing Friendly Lens work within County OP;
- Align County policy with growth planning framework (eg. removal of comprehensive review requirements); and
- Updated Energy policies.

Following an amendment to the County Official Plan, Planning & Development staff will work with each local municipality to amend the local Official Plans and bring policy frameworks into conformity with the new Provincial Planning Statement. This work will occur over the next 12-24 months.

Sincerely,



Victor Kloeze, Senior Planner, RPP MCIP

From: Mark Nonkes <mnonkes@huroncounty.ca>
Sent: March 17, 2025 3:49 PM
To: Michaela Johnston <mjohnston@goderich.ca>
Subject: RE: CSWB

Hi Michaela,

Here's three things we are hoping to promote at the next CSWB.

1. Submit a nomination: I Am Huron Campaign

The Huron County Immigration Partnership is launching the I Am Huron campaign. This initiative celebrates the positive impact immigrants make in Huron County and highlights their contributions to the community.

People are encouraged to nominate an immigrant they know who has made a difference through their work, volunteerism, cultural contributions, and involvement in the community.

Nominations are open until April 30, 2025.

An expected 5 to 10 individuals will be featured as part of the subsequent I Am Huron campaign. The selected nominees will be highlighted in local print publications, social media, and at a special celebration event.

To nominate go to: <https://connectedcountyofhuron.ca/i-am-huron>

2. Download the 2025 Huron County Newcomer Guide

Anyone who is moving to Huron County from another country will benefit from the **2025 Huron County Newcomer Guide**. The guide features the information about dozens of community organizations that support newcomers during their first week, month and year in Canada. It highlights services and organizations that assist newcomers. Print copies are available by contacting Mark Nonkes or visiting a Huron County Library branch.

Download the digital copy here: https://www.huroncounty.ca/wp-content/uploads/2025/03/web_NewcomerWelcomeGuide_bleeds_2025-DRAFT8.pdf

3. Take part in a Community Vaishakhi Celebration

Learn about this spring tradition with Indian food, vibrant music, a powerful Bhangra dance performance and an informative presentation on **April 13, from 2-6 pm** at Lakeshore United Church, 56 North St, Goderich. All are welcome to this free event! Tickets are required and are available at:

Circle K in Goderich, Clinton and Wingham or online at: <https://www.eventbrite.ca/e/community-vaishakhi-celebration-tickets-1280883118889?aff=oddtcreator>

Best -
Mark

Huron County Immigration Partnership

2025 | NEWCOMER GUIDE



Table of Contents

Welcome to Huron County 3

- About Huron County Immigration Partnership
- Who this guide is for

Your First Week In Canada 4-5

- Set up an appointment with an immigrant-serving organization
- Interpretation and translation services
- Apply for a social insurance number and a government health insurance card
- Open a bank account
- Enroll your children in school
- Provide your address to **Immigration, Refugees and Citizenship Canada**
- Learn about your community
- In case of emergency
- Get a Canadian phone number

Your First Month in Canada 6-8

- Learn or improve your English
- Join a Conversation Circle
- Get ready to work
- Get your credentials accredited
- Learn about your rights at work
- Find childcare
- Book an immigrant medical exam
- Get your Ontario driver's licence
- Using a foreign licence
- Get support about immigration matters

Housing 9

- Find, buy, or rent a home

Transportation 10

- Buses, taxis
- Buy or rent a car
- Huron Welcome Hub for Newcomers
- Winter Driving

Small Business Support 11

Financial Support & Taxes 12

- Government funding assistance
- Not-for-profit funding programs
- Taxes

Assistance with Food & Clothing 13

- Food banks, community meals and emergency housing assistance

Healthcare Support 14-15

- Emergency services, hospitals, and walk-in clinics
- Find a family health provider
- Unattached Care Clinic
- Helplines
- Mental health support
- Financial support for children's dental assistance

Community Connections 16-17

- Volunteering
- Sports and social clubs
- 211 Ontario
- Huron Welcome Hub for Newcomers
- Community support
- Immigration consultants

What Does Your Municipality Do? 18

- Huron County Library
- Municipalities

5 reasons you will fall in love with Huron County! 19

Welcome to Huron County!

Welcome to Huron County! We have some of Canada’s best beaches, the prettiest sunsets and stunning hiking trails. Our farmers’ markets and tasting trails are a great way to discover one of Ontario’s most agriculturally productive regions.

Huron County is divided into nine municipalities and is home to five towns: Clinton, Exeter, Goderich, Seaforth, and Wingham. There are five villages: Bayfield, Blyth, Brussels, Hensall, and Zurich, along with more than 60 hamlets.

About Huron County Immigration Partnership

The Huron County Immigration Partnership aims to build a welcoming community where newcomers feel supported, have a sense of belonging, and are integrated through participation in all areas of life. Huron County’s Immigration Partnership collaborates with community members, organizations and business partners to create a welcoming community for newcomers to Canada.

Land Acknowledgement

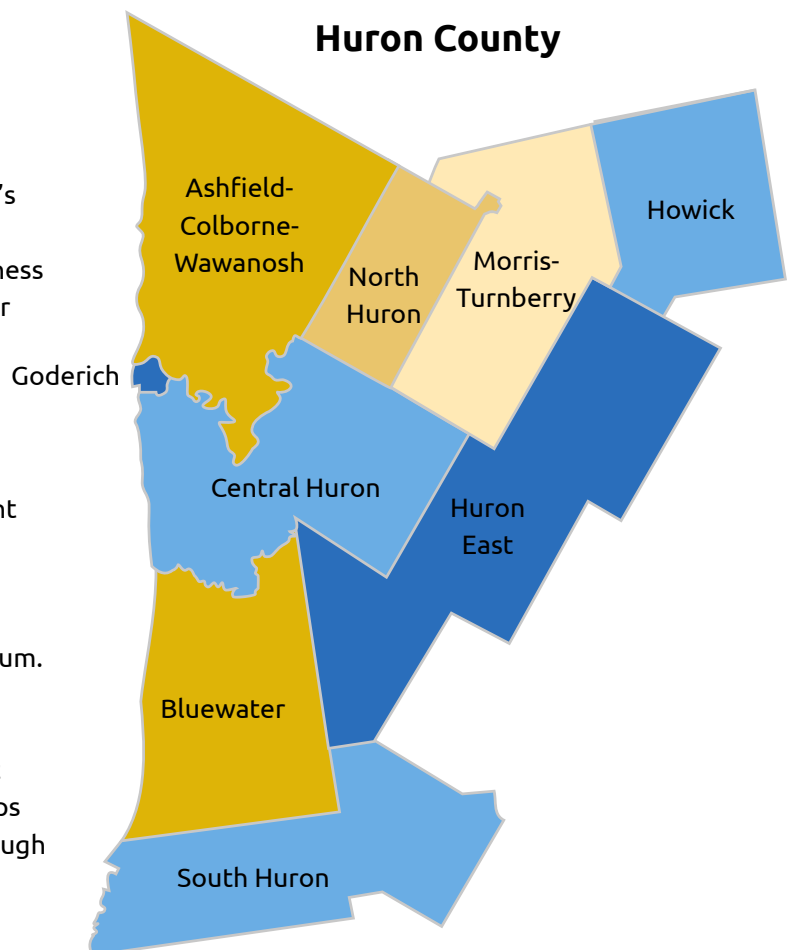
As a newcomer to Huron County it is important to know that the land we stand upon is the traditional territories of the Anishinaabe, Haudenosaunee, and Neutral Peoples and is connected to the Dish with One Spoon Wampum.

We recognize the First Peoples’ continued stewardship of the land and water and accept responsibility to renew respectful relationships with First Nation, Métis, and Inuit People through reconciliation and community service.

Who this guide is for:

This guide is intended to be a resource for immigrants, permanent residents, temporary workers, international students, refugees, refugee claimants, and their families.

If you have questions about immigration related matters or the resources for immigrants in Huron County, please email the Huron County Immigration Partnership: home@huroncounty.ca or visit their website: www.huroncounty.ca/immigration-partnership



Your First Week in Canada

Set up an appointment with an immigrant-serving organization

Settlement workers help newcomers settle in their community. They can assist with things like:

- Completing forms and documents
- Referrals and help navigating systems such as health care, recreation services, education and taxes
- Referrals to services and programs
- Learning about Canadian life and culture
- Connections to interpretation services

Settlement support is funded by the government and is provided at no cost to newcomers.

For settlement services in Huron County, contact:

The YMCA of Southwestern Ontario
www.YMCAswo.ca/programs/education-enrichment/new-canada

The settlement worker for Huron County:
Isabella Perez

Email: isabella.perez@swo.ymca.ca

Phone: 226-559-7986

Interpretation and translation services

- London Cross-Cultural Learner Centre
Call: 519-432-1133 or visit: www.lcclc.org/
- Immigrant Services Guelph Wellington
Call: 519-836-2222 or visit: www.is-gw.ca/
- Kitchener Waterloo Multicultural Centre
Call: 519-745-2531 or visit:
kwmulticultural.ca/
- Translation of credential-related documents:
World Education Services
Call: 1-800-361-6106
or visit: www.wes.org/ca/

Apply for a Social Insurance Number

Apply in-person:

Service Canada Centre
52 East Street, Goderich, ON

Apply online:

www.Canada.ca/en/employment-social-development/services/sin/apply.html

Apply for a government health card

Canada's health insurance system is designed to ensure that all residents of Canada have access to health care. People can apply for public health insurance. When you have public health insurance, you do not pay directly for most health-care services. Instead, all Canadians share in paying for them through taxes. When you use public health-care services, you must show your health card to the hospital or medical clinic.

Sign up for the **Ontario Health** Insurance Plan (OHIP) at a Service Ontario location in Huron County. You must apply in person.

Clinton: 65 Albert St.
Exeter: 388 Main St. S
Goderich: 38 North St.
Wingham: 185 Josephine St.

For more information about OHIP, visit:
www.Ontario.ca/page/apply-ohip-and-get-health-card

Open a bank account

You will need to open a Canadian bank account to be able to be paid for work in Canada, and/or apply for financial assistance. To open a bank account, you will need both of the following:

- Your temporary resident status document [copy of your temporary resident permit]
- Your passport

There are many different banks in Canada. If you want to save money, look for one that offers chequing and savings accounts for free.

Learn more about how to open a bank account: www.Canada.ca/en/financial-consumer-agency/services/banking/opening-bank-account.html

Enroll your children in school

Children aged 6 to 18 are required to attend school in Ontario. Many children can begin full day kindergarten programs beginning at age 4.

There are two public school boards in Huron County.

- **Avon Maitland District School Board's Welcome & Reception Services** are mobile and ready to ensure all new Multilingual Language Learners and their families will be welcomed into AMDSB schools. Welcome & Reception services will meet with you at your local school.
Phone: 1-800-592-5437 ext 267
Email: welcome@ed.amdsb.ca
Visit: www.amdsb.ca/apps/pages/MLL
You can expect to be contacted within three business days.
- **Huron-Perth Catholic District School Board:** To find your nearest school visit: www.HuronPerthCatholic.ca/our-schools/registration



Provide your address

Provide **Immigration, Refugees and Citizenship Canada** with your Canadian address. Your current address is required to help make sure important documents are not delayed or lost and to ensure your application is not refused or abandoned.

Fill out the address change form at: www.canada.ca/en/immigration-refugees-citizenship/services/application/change-address.html

In case of emergency

Dial 911. Fire, ambulances, and police can be dispatched by dialing 911 during an emergency. Learn your residential address so that you can direct emergency responders to your home.

If you need to reach the police and it is not an emergency, call the **non-emergency line 1-888-310-1122**

Get a Canadian phone number

Get a local phone number with a prepaid or monthly plan. Options vary based on usage and budget, including special long-distance plans. Some require long-term contracts for lower rates, so check penalties for early cancellation. Major providers include Bell, Rogers, HuronTel, and TCC. The Office of Consumer Affairs offers a helpful guide at www.ised-isde.canada.ca/site/office-consumer-affairs/en

Your First Month in Canada

Learn or improve your English

You can enroll in adult English as a Second Language classes. Sign up at the **Centre for Education & Learning**:

amdsb.ca/cel

E-mail: erin.jones@ed.amdsb.ca

phone: 519-271-4896

Join a Conversation Circle

Conversation Circles give newcomers an opportunity to connect with each other and practice speaking English with an English-speaking volunteer. Ask about joining in-person sessions at the following locations:

Exeter – Huron County Library

330 Main St S, Exeter, ON

519-235-1890

Goderich – Huron County Library

52 Montreal St, Goderich, ON

519-524-9261

Get ready to work

Community agencies provide employment services for newcomers to Ontario at no cost.

- **Agilec** provides FREE specialized services to assist job seekers looking for work.
41 West St, Goderich, ON
Visit: www.agilec.ca/contact/goderich/
or call 226-546-5311
- **College Boreal Employment Options** offers support with resume writing, job applications, interview preparation and more.
Visit www.employmentoptions.ca
or call 519-672-1562.
- **Will Employment Solutions** connect immigrant job seekers to employers who are looking to hire qualified workers.
Visit: www.willemployment.ca
- For local job advertisements visit:
www.JobsInHuron.ca
- For tips to strengthen your job search locally: <https://www.ontarioswestcoast.ca/jobseekers/>

Find training opportunities

Technical Training Group offers in-person courses to learn skilled trades. Past courses have included welding, working at heights training and more. Courses are offered at low or no-cost. Learn more: www.technicaltraininggroup.org
Contact: info@technicaltraininggroup.org
or call 519-801-8641

Contact North helps people in rural Ontario learn about and access online education and training to advance their careers. Connect with a government funded education and training advisor.

Visit: www.contactnorth.ca/

In Huron County, contact: Jeffrey Scholl

Call: 1-855-656-1232

E-mail: huronbluewater@contactnorth.ca





Get your credentials accredited

Certain jobs require your skills and training to be assessed. Regulated jobs, including work in the trades, are controlled by provincial or, sometimes, federal laws. They are governed by a regulatory body or apprenticeship authority.

To learn more visit:

www.canada.ca/en/immigration-refugees-citizenship/services/settle-canada/credential-assessment.html

Learn about your rights at work

Find out what to expect in an Ontario workplace and what your rights are, by visiting this website for newcomers moving to Ontario:

www.Settlement.org/ontario/employment

Additional information about worker rights in multiple languages can be accessed from

Community Legal Education Ontario:

www.cleo.on.ca/en/publications/rightswrk

Find childcare

In Huron County, there are many types of child care options for families. These include:

- Huron EarlyON
- Licensed Centre-Based Child Care
- Licensed Home Child Care Agencies
- Unlicensed Child Care
- Nursery Schools
- Before and After School Programs

To learn more, visit:

www.HuronCounty.ca/social-services/childrens-services

Book an immigration medical exam

Some immigration applicants who enter Canada are required to take a medical exam as part of Canada's immigration process. This exam must be performed by a physician who has been approved by the government to do these medical exams.

The following service providers have been identified:

Immigration Medical Examiners

751 Victoria St S, Suite B 106, Kitchener, ON

www.imemed.ca

Phone: 519-748-8510

Dr. Edgard A. Arcia Bravo MPC

750 Baseline Rd E, Suite #104, London, ON

Phone: 519-850-3335

Panel Doctors Kitchener-Waterloo

430 The Boardwalk, Suite 308, Waterloo, ON

www.paneldoctors.ca

E-mail: info@paneldoctors.ca

Phone: 519-744-5932

McDonagh Immigration Medical Services

279 Wharnccliffe Rd N, Suite 225, London, ON

www.sites.google.com/view/mcdonagh-immigration-medicals

E-mail: mcdonaghimmigrationservices@gmail.com

Phone: 519-859-8987

Get your Ontario Driver's Licence

When you move to Ontario, you can use a valid licence from another country for 60 days. After 60 days, you must switch to an Ontario driver's licence.

You can exchange a foreign licence for an Ontario driver's licence from certain countries. To switch your licence, you must complete testing required by Ontario's Licensing System. You can review the requirements at: www.drivetest.ca/licences/exchanges-foreign-licences/

Tests can be completed at:
Huron County DriveTest Centre
154 Beech St,
Clinton, ON
1-888-570-6110

You can find other test locations online at:
www.drivetest.ca/find-a-drivetest-centre/alphabetical_list/#western_ontario

Get support about immigration matters

FCJ Refugee Centre

FCJ Refugee Centre serves refugees and others at risk due to their immigration status, and welcomes anyone asking for advice, counsel and support regarding these issues.

208 Oakwood Ave.
Toronto, ON M6E 2V4
Phone: 416-469-9754
WhatsApp: 437-217-3786
E-mail: info@fcjrefugeecentre.org
Website: www.fcjrefugeecentre.org



Housing

Learn about social housing

People with low income may be eligible to apply for government funded subsidies and rent that is geared to their income. In Huron County, there are social housing units located in Bayfield, Blyth, Brussels, Clinton, Exeter, Goderich, Seaforth, Wingham and Zurich. An application and evaluation process is required to confirm eligibility for social housing. Learn more: www.huroncounty.ca/social-services/housing-and-homelessness/

Finding a home

Realtor.ca is the official website of the Canadian Real Estate Association. It is an interactive website where you can find homes and businesses for sale or rent that are available in the area. You can also find local real estate agents who may know about other properties that are not yet listed online. www.realtor.ca

Renting a home

Find rentals on local forums like Facebook and Kijiji. Many Huron County communities have housing groups—search “Goderich and Area Homes For Rent” to find listings or post your needs.

For rental tips, leases, and home care in Canada, visit: www.cmhc-schl.gc.ca/consumers/home-buying/newcomers.

Before you move in checklist

- **Have a signed Residential Tenancy Agreement** www.forms.mgcs.gov.on.ca/en/dataset/047-2229
- **Check for damage**
Ask the landlord to look at the rental unit for damage with you. Take photographs of any damage you see, like holes or stains. Use the Initial Inspection Worksheet found here: www.cmhc-schl.gc.ca/consumers/renting-a-home/i-am-renting/inspections
- **Arrange for services and utilities**
Services (internet) and utilities (hydro and gas) are sometimes included in your rental fee, check your tenancy agreement. If they are not included, you will need to call to have the services connected and will have to pay for them separately.
- **Buy tenant's insurance**
This pays for damages to your belongings in the rental unit if there is ever a fire or robbery.
- **Ask your landlord about garbage and recycling**
Many towns have waste collection services, and some apartments have large bins for tenants to use. Talk with your landlord about how to dispose of your garbage and recycling.

Buying a home

More details can be found in *Buying Your First Home in Canada: What Newcomers Need to Know* available in multiple languages at: www.settlement.org/ontario/housing/buy-a-home/buying-basics/buying-your-first-home-in-canada-what-newcomers-need-to-know/

Transportation

Buses

Huron Shores Area Transit

Check for up-to-date schedules and fares:

www.huronshoresareatransit.ca

Taxis

Goderich:

Goderich Taxi – 519-524-6594

Anytime Taxi – 519-524-8888

Exeter:

Star Taxi – 519-235-2255

Exeter Taxi – 519-235-1013

Clinton:

Clinton Taxi – 519-482-7433

Wingham:

TJ'S Taxi – 519-531-0910

Start Taxi – 519-357-1234

Seaforth:

Blue Heron Taxi – 519-949-7433

Huron Welcome Hub for Newcomers

This collaborative group of volunteers work to welcome and help newcomers from outside Canada who are settling in Huron County. Contact them if you require assistance with transportation coordination, information about services and events or referral to local service organizations.

E-mail: huronwelcome@gmail.com

Visit: <https://huronwelcome.com>

Cars

You can buy a new or used car from a dealer or a private seller. In Ontario, used cars must pass a safety certification before a new owner can drive them. If not included, you must arrange and pay for certification and any necessary repairs. After purchasing a car, register it with the Ministry of Transportation of Ontario and get a license plate at Service Ontario.

Alternatively, you can lease a car from a dealer, agreeing to pay a fee to use it for a set period. At the end of the lease, you must return the car in good condition. Always review the lease terms before signing. For information on buying a vehicle, consult the Canadian Consumer Handbook produced by federal, provincial and territorial governments at www.consumerhandbook.ca

A list of local car dealerships can be found online: www.huroncounty.ca/economic-development/new-to-huron/#Resources

For affordable vehicle repairs contact:

Christian Automotive Repair Service

405-E Josephine St.

Wingham, ON

Email: office@carsministry.ca

Call: 519-357-2277 ext. 5

Visit: carsministry.ca/

Winter driving

During the winter months the weather can make driving dangerous in Huron County. Sometimes roads are even closed by police because they are unsafe to drive on. When a road is closed it is against the law to drive on it. Find out more:

www.huroncounty.ca/public-works/winter-road-conditions/

Small Business Support

Huron Business Centre

Huron Business Centre supports entrepreneurs at any stage of business, from start up, to growth, to selling. Services include free business coaching, grant opportunities, workshops and seminars.

57 Napier St, Goderich, ON

Call: 519-524-8394 ext. 6

E-mail: smallbusiness@huroncounty.ca

Visit: www.huroncounty.ca/economic-development/huron-business-centre/

Community Futures Huron

Understands small businesses and the local marketplace. They provide important services to businesses, entrepreneurs and social enterprises, including business counselling, business planning, entrepreneurial training and business loans.

435 Turnberry Street Brussels, ON

Call: 226-889-8256

E-mail: pnichol@cfhuron.ca

Visit: <https://www.cfhuron.ca/>

Huron Chamber of Commerce

As the largest business organization in Huron County, the Chamber plays a vital role in advocating for businesses, facilitating partnerships, and creating opportunities that drive regional success.

Call: 519-440-0176

E-mail: info@huronchamber.ca

Visit: www.huronchamber.ca

South Huron Chamber of Commerce

Supports and advances the interests of the business community in South Huron and area. Through advocacy and outreach they help the business community to thrive, and make South Huron a better place to work and live.

303 Main St, Exeter, ON

Call: 226-423-3028

E-mail: office@shcc.on.ca

Visit: www.shcc.on.ca



Other resources

- **Business and Self-Employment**
Find out the requirements and supports available to you if you start a new business in Canada.
www.settlement.org/ontario/employment/business-and-self-employment
- View this self-employment pathway to explore the idea of setting up a small business in Canada
www.jobskills.org/self-employment-pathways-for-newcomers
- Hire Immigrants provides services and resources for newcomer entrepreneurs.
www.hireimmigrants.ca
- The Bank for Canadian Entrepreneurs offers financing, advisory services and capital for small and medium sized businesses.
www.bdc.ca/en
- Pro Bono Ontario's Free Legal Advice Hotline can help small businesses and non-profits with common legal issues, 1-855-255-7256.
www.probonoontario.org/corporate
- If you're new to Canada and are unsure about your credit, Futurpreneur can help you with support and resources.
www.futurpreneur.ca/en/offering/newcomers

Financial Support and Taxes

Federal funding programs

- There are a variety of financial support programs provided by the government for people in need. In most cases, you must meet certain criteria to benefit from these programs. You can obtain information on what support is available by visiting: www.canadabenefits.gc.ca

Provincial funding programs

- **Emergency assistance:** temporary financial support.
Visit: www.Ontario.ca/page/apply-emergency-assistance

Municipal funding programs

- **Ontario Works:** Provides income support to assist with the cost of basic needs like food, clothing, and shelter, as well as health benefits for people in temporary financial need. Visit: www.huroncounty.ca/social-services/ontario-works/
- **Pathways to Self-Sufficiency:** Emergency health and non-health items to support health and well-being or prevent homelessness. Funds for rent, heat or housing.
Call: 519-482-8505 or 1-888-371-5718
Visit: www.ontario.ca/page/ontario-works
- **Subsidy Program:** Supports eligible families with the cost of child care expenses.
Call 519-482-8505 or 1-888-371-5718.
Apply: occms.huroncounty.ca/childrensservices/en-ca/olaf/welcome
- **Recreation, Arts, Sports Program:** Up to \$800 per child in funding is offered to support participation in recreation, arts and sports program through a Huron County partnership with the YMCA of Southwestern Ontario.
Call 519-453-8858 ext. 1104 or www.ymcaswo.ca/rasp-yrasp

Local not-for-profit funding programs

- **Huron Area Newcomer Fund - Goderich Lions:** Up to \$1,500 for emergency expenses or unforeseen needs is available for people during their first 18 months in Canada. Visit: www.Goderichlions.ca/abouthuronareshcomerfund

Taxes

Residents of Canada pay a variety of taxes to all three levels of government: federal, provincial or territorial, and municipal. By filing an income tax and benefit return you may qualify for various government benefits, such as the Canada Child Tax Benefit, the Universal Child Care Benefit, and the Goods and Services Tax/Harmonized Sales Tax credit. You may also qualify for benefits from provincial or territorial government programs. For more information, visit: www.canada.ca/en/services/taxes.html

Community volunteer income tax clinic

Volunteers will help newcomers file taxes if you have a modest income and a simple tax situation. Learn more about the Community Volunteer Income Tax program: www.canada.ca/en/revenue-agency/services/tax/individuals/community-volunteer-income-tax-program.html

Assistance with Food and Clothing

Food banks, community meals, and other support

Several food banks, community meals and resources are available as you resettle and for emergency use. Each organization offers different support including food, hot meals, clothing, household supplies and school supplies.

Food banks

- Bayfield: **Bayfield Area Food Bank** – monthly food bank. Contact 519-525-8286
- Centralia: **Huron County Food Bank Distribution Centre** - mobile food bank truck with pick-up locations in Brussels, Blyth, Dungannon, Huron Park, Lucknow, and Vanastra. 39978 Crediton Rd, Centralia, ON, 519-913-2362
- Clinton: **Salvation Army** - monthly food bank, regular support with clothing and household items, transportation assistance, rent and utility assistance and more. 32 Albert St, Clinton, ON, 519-482-8586
- Exeter: **Exeter and Area Food Bank** - monthly food bank. 249 Andrew St, Exeter, ON, 519-860-4104
- Goderich: **Salvation Army** - monthly food bank, regular support with clothing and household items, transportation assistance, rent and utility assistance; store selling used clothing and more. 309 Suncoast Dr E, Goderich, ON, 519-524-2950
- Goderich: **Society of St. Vincent de Paul** - community food bank; store selling used clothing, household items and furniture; support for health related issues, emergency shelter, rent assistance, and more. 441 Macewan St, Goderich, ON, 519-524-1087
- Seaforth: **Seaforth and District Food Bank** - monthly food bank. 72 Main St, Seaforth, ON, 519-527-0281
- Wingham: **North Huron Community Food Share** - monthly food bank. 405 Josephine St, Wingham, ON, 519-357-2277
- Wingham: **Salvation Army** - monthly food bank, regular support with clothing, rent and utility assistance; store selling used clothing and more. 205 Josephine St, Wingham, ON, 519-357-1387
- Zurich: **Blessings Community Store** - monthly food bank; store selling used clothing and household items. 45 Main St, Zurich, ON, 519-236-4376

Community meals

- Brussels: **Soup n' More** - weekly community meal by donation. Melville Presbyterian Church, 55 Dunedin Dr, Brussels, ON, 519-887-6820
- Clinton: **Soup and More** - weekly community meal. 243 Princess St, Clinton, ON, 519-482-5264
- Exeter: **The Community Table and Noah's Ark Family Apparel** - regular community meals; store selling used clothes. Exeter Pentecostal Tabernacle, 70670 London Rd, Exeter, ON, 519-235-2991
- Goderich: **Goderich Fishes and Loaves** - weekly free meal pick-up program. Locations vary, sign up here: www.facebook.com/fishesmeals/

Emergency housing assistance

- Clinton: **Salvation Army** 519-482-8586
- Goderich: **Salvation Army** 519-524-2950
- Goderich: **Society of St. Vincent de Paul** 519-524-1087
- Wingham: **Salvation Army** 519-357-3757
- Ontario Works: www.ontario.ca/page/apply-emergency-assistance

Healthcare Support

Emergency services

Call **911** if you are in an emergency, if you require an ambulance or police assistance.

Huron County hospitals

- Clinton: **Clinton Public Hospital** 98 Shipley St, Clinton, ON, 519-482-3440
- Exeter: **South Huron Hospital Association** 24 Huron St W, Exeter, ON, 519-235-2700
- Goderich: **Alexandra Marine General Hospital** 120 Napier St, Goderich, ON, 519-524-8323
- Seaforth: **Seaforth Community Hospital** 24 Centennial Dr, Seaforth, ON, 519-527-1650
- Wingham: **Wingham and District Hospital** 270 Carling Terrace, Wingham, ON, 519-357-3210

Walk-in clinics

Walk-in clinics provide medical care for people who do not have a family doctor or have one and are unable to reach them. You can see a nurse or doctor, often without an appointment at a walk-in clinic, and get advice, assessment and treatment for minor illnesses and injuries

- Blyth: **Blyth Walk-In Clinic** 442 Queen St, Blyth, ON, 226-532-9500 Check website for available dates, times: <https://blythpharmacy.ca/walkin-clinic>
- Exeter: **South Huron Medical Centre Walk-in Clinic** 23 Huron St. W., Exeter, ON, 519-235-2700. Check website for available dates, times: www.shha.on.ca/shmc

Find a family health provider

Many Canadians have a health practitioner (family doctor or nurse practitioner) they go to whenever they need medical care. Register for a family health provider by visiting a local community health centre:

- Clinton: **Clinton Family Health Team** 105 Shipley St, Clinton, ON 519-482-3000, www.clintonfht.ca
- Exeter: **South Huron Medical Centre** 23 Huron St W, Exeter, ON, 519-235-2700, www.shha.on.ca/shmc
- Goderich: **Maitland Valley Family Health Centre** 180 Cambria Rd N, Goderich, ON, 519-524-6060, www.mvfht.ca
- Grand Bend: **Grand Bend Area Community Health Centre** 69 Main St E, Grand Bend, ON, 519-238-2362, www.gbachc.ca
- Hensall: **Grand Bend Area Community Health Centre** 122 King St, Box 159, Hensall, ON, 519-262-3140, www.gbachc.ca
- Seaforth: **Huron Community Health Team** 32 Centennial Dr, Seaforth, ON, 519-600-2273, www.hcfht.ca
- Wingham: **Listowel-Wingham and Area Family Health Team** 271 Frances St, Wingham, ON, 519-357-3930, www.lwafht.ca
- Zurich: **Bluewater Area Family Health Team** 6 Goshen St. S, Zurich, ON, 519-236-4314, www.bluewaterareafht.ca

Unattached Care Clinic

For individuals without a family doctor, addressing health needs that are not emergencies but require timely attention. Clinics are in Stratford, Listowel, Wingham, Goderich, Zurich, and Exeter. For appointments or general inquiries, please call the clinic nearest to you:

- **Stratford Family Health Team:** 226-766-0510
- **Listowel-Wingham and Area Family Health Team:** 519-291-4511
- **Bluewater Area Family Health Team, Exeter Medical Clinic** (currently offering limited services); **Maitland Valley Medical Centre:** 519-870-9034

Helplines

Telehealth Ontario

Telehealth Ontario is a free, confidential service offering 24/7 health advice from a Registered Nurse. They help you decide on self-care, a doctor's visit, a clinic, or emergency care. Interpreters are available. Call 1-866-797-0000.

Refugee HealthLine

The Refugee HealthLine (1-866-286-4770) is a 24/7 toll-free, multilingual service supporting refugees and humanitarian arrivals.

Mental health support

Huron Perth Helpline and Crisis Response Team

If you or someone you know needs urgent mental health and/or addictions support, please call the Huron Perth Helpline and Crisis Response Team at 1-888-829-7484.

If you are looking for short or long-term support and resources for mental health and/or addictions, visit:

- **Canadian Mental Health Association Huron Perth**
(519) 271-6819
<https://cmhahuronperth.com/>

Financial support for children's dental assistance

Healthy Smiles Ontario is a government-funded dental program that provides free preventive, routine, and emergency dental services for children and youth 17 years old and under from low-income households.

The program includes regular visits to a licensed dental provider and covers the costs of treatment including:

- Check-ups
- Cleaning
- Fillings (for a cavity)
- X-rays
- And more

Learn about this program at:

www.ontario.ca/page/get-dental-care



Community Connections

Volunteering

Volunteering your time is an excellent way to meet people, contribute to your community and gain your first Canadian work experience. You can volunteer in many places, including community centres, schools, charitable organizations, hospitals, retirement homes, and other organizations.

Sports teams and sports centres

In most communities, there are organized leagues for many sports. For each sport, there are different age groups (adults, teenagers and children). There are also sports centres where you can enjoy fitness classes, swim, work out and do other sports-related activities. To find a sports club, go online and search your nearest town's name and the sport you wish to play.

Joining social clubs or associations

There are also many opportunities for people with common interests to gather. Examples include joining book clubs, game clubs, and music, arts or dance clubs. You can find out about associations and clubs in your area by consulting a local library staff member or inquiring at a Town Hall.

Getting involved in your child's school

In Canada, schools encourage parents to support their child's education by getting involved with the school and school board. This helps your child succeed and provides an excellent opportunity to meet people and become part of the school community.

211 Ontario

211 Ontario is a free, confidential service that connects people to programs and services. 211 is available by phone in multiple languages or by text, online search, email, or chat in French and English. www.211ontario.ca/

Huron Welcome Hub for Newcomers

Contact this collaborative group of volunteers who work to welcome and help newcomers from outside Canada who are settling in Huron County without other support. The group acts as a touchstone to link newcomers to agencies and programs that can provide the services they need to ensure a successful transition to life in the county.

If you require assistance with transportation coordination, information about services and events or referral to local service organizations contact hurionwelcome@gmail.com or visit www.facebook.com/share/g/19xVdUZRrn/



Community supports

- **Community Living** is a non-profit organization that provides services and supports to people with disabilities and their families residing in the communities of Huron County.
- **Community Living-Central Huron**
Call 519-524-7362 or visit www.clch.ca/
- **Community Living Wingham & District** - Call or visit: 519-357-3562 <https://wdcla.org/>
- **Community Living South Huron**
Call 519-237-3637 or visit www.clsh.ca/
- **Rural Response for Healthy Children** serves Huron and Perth County families. They support families through education and support groups, activities and workshops for parents and caregivers.
Call 226-699-0707 or visit www.rrhc.on.ca/
- **The Well Community Collective** provides a range of social and community services including peer services, outreach and system navigation services. They also offer drop-in activities and care for youth aged 12-25. For current activities visit: www.facebook.com/@thewellcommunitycanada
- **South Huron Connection Centre** in Exeter offers weekly drop-ins with access to services like legal aid, employment help, housing support, ID assistance, and mental health/addiction resources. Drop-in meals also provided.
Exeter Pentecostal Tabernacle, 70670 London Road, Exeter
E-mail: eptcan.office@gmail.com
519-235-2991 ext. 4
<https://perthhuron.unitedway.ca/community-resources/unitedwayconnectioncentres/>
- **North Huron Connection Centre** in Wingham supports people facing homelessness or housing instability by connecting them to housing, medical, financial, and legal services and support.
St. Paul's-Trinity Anglican Church, 23 John St. E, Wingham 519-271-6819 ext. 404
<https://perthhuron.unitedway.ca/community-resources/unitedwayconnectioncentres/>

Immigration consultants

Many people choose to hire an immigration consultant to help with their applications to become a temporary resident, permanent resident, or citizen in Canada. To learn more please visit: www.settlement.org/ontario/immigration-citizenship/immigrating-to-ontario/general-information-about-applying/should-i-get-help-with-my-immigration-application-from-an-immigration-consultant-or-lawyer/

To find a registered immigration consultant visit: www.college-ic.ca/protecting-the-public/find-an-immigration-consultant

Huron County Immigration Partnership newsletter

The **Huron County Immigration Partnership** collaborates with organizations and service providers to host events for newcomers. Learn about upcoming events by signing up for their newsletter: www.huroncounty.ca/economic-development/



What Does Your Municipality Do?

Huron County Library

The Huron County Library has branches in 12 communities. Each library offers an outstanding selection of resources, services, and programs, along with free wifi, public access computers, books, materials to borrow, events, classes and clubs. To learn more visit www.huroncountylibrary.ca

- **Bayfield:** 8 Bayfield Main St N, Bayfield, ON (519) 565-2886
- **Blyth:** 392 Queen St, Blyth, ON (519) 523-4400
- **Brussels:** 402 Turnberry St, Brussels, ON (519) 887-6448
- **Clinton:** 27 Albert St S, Clinton, ON (519) 482-3673
- **Exeter:** 330 Main St S, Exeter, ON (519) 235-1890
- **Goderich:** 52 Montreal St, Goderich, ON, (519) 524-9261
- **Hensall:** 108 King St, Box 249, Hensall, ON, (519) 262-2445
- **Howick:** 45088 Harriston Rd, RR 1, Gorrie, ON, (519) 335-6899
- **Kirkton:** 70497 Perth Rd 164, RR 1, Kirkton, ON (519) 229-8854
- **Seaforth:** 108 Main St S, Seaforth, ON, 519-527-1430
- **Wingham:** 281 Edward St, Wingham, ON, 519-357-3312
- **Zurich:** 10 Goshen St N, Zurich, ON, 519-236-4965

Municipalities

Your local municipality can provide you with information about community services, sports, recreation activities, parks, roads, garbage removal, recycling and much more! Huron County is divided into nine municipalities. Visit your municipal website to learn more about the area where you live.

- **Ashfield Colborne Wawanosh**
www.acwtownship.ca
- **Bluewater**
www.municipalityofbluewater.ca
- **Central Huron**
www.centralhuron.ca
- **Goderich**
www.goderich.ca
- **Howick**
www.howick.ca
- **Huron East**
www.huroneast.com
- **Morris-Turnberry**
www.morristurnberry.ca
- **North Huron**
www.northhuron.ca
- **South Huron**
www.southhuron.ca

Recreation Funding Available

Up to \$800 per child in funding is offered to support participation in recreation, arts and sports programs through a Huron County partnership with the YMCA of Southwestern Ontario.

For more information, visit: www.ymcaswo.ca/rasp-yrasp

5 Reasons you'll fall in love with Huron County!



1. Lake Huron Beaches

Watch some of the world's best sunsets on Huron County's beaches! Build a sand castle, swim, paddleboard or walk along the shoreline. Be sure to explore all that Lake Huron has to offer.



2. Farmers' Markets

Find a variety of local Farmers' Markets featuring fresh vegetables, fruit and products throughout Huron County. Huron's Farmers' Markets are a great opportunity to connect with local farmers and learn more about the community.



3. Festivals, Fairs and Events

There is a lot to celebrate in Huron County! Enjoy outdoor music festivals, arts and cultural festivals, sporting events, rodeos and agricultural fairs. There's something for everyone.



4. Nature Trails and Outdoor Adventure

Huron County is home to beautiful nature trails and conservation areas that are perfect for hiking, cycling, canoeing or fishing. Explore one of the 30+ outdoor trails that are available for all ages and skill levels.



5. Farm to Table Dining

Finding local, fresh, and delicious food doesn't get any easier than in Huron County. The diversity of food and beverage products grown and produced in Huron is remarkable!

Learn more about things to see and do in Huron County at:

www.OntariosWestCoast.ca

HURON COUNTY



Funded by:

Financé par :



Immigration, Refugees and Citizenship Canada

Immigration, Réfugiés et Citoyenneté Canada



I Am Huron

Nominate an immigrant who has made an impact in Huron County



<https://connectedcountyofhuron.ca/i-am-huron>

Submit your nomination
by April 30, 2025



County of Huron | Immigration Partnership

Email: home@huroncounty.ca

www.HuronCounty.ca/immigration-partnership

Funded by:

Financé par :

Community Vaisakhi celebration

Learn about this spring
tradition with food, music,
dance and a presentation.

Sunday, April 13, 2-6pm
Lakeshore United Church
56 North St., Goderich

All are welcome!
Free, tickets required



Tickets available at: Circle K in Goderich, Clinton & Wingham
Or book your ticket online: <https://Goderich-Vaisakhi.eventbrite.ca>



County of Huron | Immigration Partnership
Email: home@huroncounty.ca
www.HuronCounty.ca/immigration-partnership

Agenda Page 230 of 548



**Huron OPP
Detachment Board &
Policing Activities**

2024 Annual Report

Table of Contents

Message from the Board Chair 2

Message from the Detachment Commander 2

Introduction 3

Annual Reporting Requirements 3

2024 Detachment Board Activities..... 3

 Governance 3

 Appointment of Members 4

 Board By-laws and Policies..... 4

 Training 4

 Meetings 5

2024 Huron County OPP Policing Activities 5

 Service Designation and Membership 5

 Quality Assurance 5

 Enhanced Community Engagement..... 5

 Positive Community Feedback..... 5

 Public Complaints 6

 Complaint Resolution Process 6

 Crime Statistics and Community Services Occurrence 6

 Detachment Action Plan..... 6

Appendix A: Huron OPP 2024 Year in Review 11

Appendix B: Huron OPP Detachment Action Plan (2023-2025)..... 27

Message from the Board Chair



Deputy Mayor Jim Dietrich (South Huron)
Chair, May 2024 - Present
Huron OPP Detachment Board

On behalf of the Huron OPP Detachment Board, it is my privilege to present the Huron OPP Detachment Board & Policing Activities 2024 annual report.

As the Chair of the Board, I am pleased to highlight the achievements of the inaugural Huron OPP Detachment Board.

I extend my heartfelt gratitude to our dedicated officers, support staff, and volunteers for their commitment and exceptional service. Their efforts have contributed immensely to the safety and security of our community.

As we look ahead, I am confident that with the ongoing dedication of our personnel and support of our community, the Huron County OPP will continue to uphold its reputation as a leader in policing excellence.

Message from the Detachment Commander



A/Insp. Ryan Olmstead
Detachment Commander (Acting)
Huron County (West Region) – Ontario Provincial Police

As the interim Detachment Commander of the Huron OPP detachment, it is an honour to collaborate with our Detachment Board to meet the needs of our communities.

The Huron OPP detachment has focused on engaging with our communities in a positive manner through effective community engagement. Members have dedicated time to attend community events, conduct foot patrols and engage with our local youth through a proactive approach.

Community partnerships are key in ensuring we meet the goals of our communities, and the partnership with the Detachment Board will allow our policing members to address the individual concerns from our lower tier municipalities effectively and efficiently.

Looking ahead, I am optimistic on the partnership that Huron OPP detachment has with our Detachment Board and together we can ensure safe communities.

Introduction

The Huron OPP Detachment Board (Hereinafter referred to as the “Detachment Board”) provides guidance and advice to the Ontario Provincial Police (OPP) detachment commander regarding policing services in Huron County.

In the context of the Community Safety and Policing Act (CSPA), the Detachment Board works collaboratively with the Detachment Commander to ensure that the strategic priorities and initiatives of the Huron OPP reflect the goals of community safety, transparency, and accountability. The Board's guidance is critical in navigating the evolving landscape of policing regulations and fostering positive relationships between the OPP and the community. By prioritizing public engagement, the Detachment Board ensures that policing practices remain responsive and effective in addressing the safety concerns of Huron County residents.

Annual Reporting Requirements

Section 68 (1) of the Community Safety and Policing Act (CSPA) 2019 outlines annual reporting requirements and states the OPP detachment board shall:

- (f) on or before June 30 in each year, provide an annual report to the municipalities and band councils regarding the policing provided by the detachment in their municipalities or First Nation reserves. 2019, c. 1, Sched. 1, s. 68 (1); 2023, c. 12, Sched. 1, s. 28.

This report has been prepared to satisfy this requirement of the CSPA (2019) for the Huron OPP Detachment Board (referred to thereafter as ‘the Detachment Board’).

2024 Detachment Board Activities

Governance

The Board is made up of ten members with the following composition:

- One member appointed by each of the following municipalities, who is a member of the council of the municipality, for a total of six members: Municipality of Bluewater, Municipality of Central Huron, Town of Goderich, Municipality of Huron East, North Huron Township and Municipality of South Huron.
- Two members appointed jointly by the above municipalities, who are neither members of the council of, nor employees of, any of the municipalities.
- Two members appointed by the Minister.

Huron OPP Detachment Board & Policing Activities - 2024 Annual Report

Appointment of Members

The inaugural recruitment for the Detachment Board occurred in early to mid 2024, with the following ten (10) members appointed in 2024:

- Councillor Greg Lamport, Municipality of Bluewater
- Deputy Mayor Marg Anderson, Municipality of Central Huron
- Mayor Trevor Bazinet, Town of Goderich
- Councillor John Steffler, Municipality of Huron East
- Councillor Anita van Hittersum, Township of North Huron
- Deputy Mayor Jim Dietrich, Municipality of South Huron
- Jasmine Clark, Community Representative
- Jennette Walker, Community Representative
- David Frayne, Provincial Appointee
- Jared Petteplace, Provincial Appointee

A list of current members of the Detachment Board is available on the [Huron OPP Detachment Board Website](#).

Board By-laws and Policies

The following By-laws were established by the Detachment Board in 2024:

- By-Law 01-2024 to Govern the Proceedings of the Huron OPP Detachment Board and to govern the conduct, duties and responsibilities of its members and the calling of meetings (Procedural By-Law); and
- By-Law 02-2024 to Name the Huron OPP Detachment Board (Naming of Board).

The following Policies were established by the Detachment Board in 2024:

- HOPPDB-01: Abuse, Violence and Harassment Policy; and
- HOPPDB-02: Renumeration Policy.

Copies of the Detachment Board's By-laws and Policies are available on the [Huron OPP Detachment Board Website](#).

Training

The following training modules were completed by all ten (10) appointed members in 2024:

- OPP Detachment Board Member Training;
- Human Rights;
- Ontario's Diverse Multiracial & Multicultural Society;
- Systemic Racism; and
- The Rights and Cultures of First Nations, Inuit and Metis Peoples.

Meetings

A total of four (4) meetings were held by the Detachment Board in 2024:

- May 17, 2024 (Inaugural meeting);
- October 02, 2024;
- October 30, 2024; and
- December 17, 2024.

All meeting records are available on the [Huron OPP Detachment Board Website](#).

2024 Huron County OPP Policing Activities

Service Designation and Membership

This section provides a detailed breakdown of the personnel structure within the Huron OPP Detachment, highlighting key roles and the total membership. It also outlines the new additions to the team in 2024, showcasing the ongoing growth and strength of the detachment. The commitment to maintaining a skilled and diverse team remains central to efforts in ensuring effective and responsive policing services across Huron County.

Detachment Personnel Overview:

- Total Personnel: 117 members
 - Inspector: 1
 - Staff Sergeants: 2
 - Sergeants: 12
 - Constables: 93
 - Special Constables: 4
 - Administrative Clerks: 5

New Member Additions in 2024:

- In 2024, the Huron OPP welcomed 12 new members to the detachment.

Quality Assurance

Enhanced Community Engagement

In 2024, the Huron OPP placed a strong emphasis on community engagement to foster positive relationships and partnerships within the community. Officers initiated over 3,000 community engagement activities throughout the year, further strengthening the connection between the police and the public.

Positive Community Feedback

As the interim Detachment Commander, several positive messages were received regarding the police presence across Huron County. Notably, members of the

Huron OPP Detachment Board & Policing Activities - 2024 Annual Report

community expressed appreciation for the increased visibility of officers, particularly during foot patrols, interactions with schools, and attendance at various community events. These efforts were widely recognized and well-received.

Public Complaints

In 2024, Huron OPP received a total of eight public complaints about its members, marking a significant 68% decrease from the previous year. This reduction highlights the ongoing commitment to professionalism and community trust.

Complaint Resolution Process

All complaints are carefully addressed by our Professional Standards Unit. Each case is resolved through a range of measures, ensuring fair and thorough handling of concerns.

Crime Statistics and Community Services Occurrence

[Appendix A](#) contains the **Huron OPP 2024 Year in Review**, which provides a comprehensive review of Huron OPP's policing activities, including crime statistics and community service occurrences, highlighting key milestones from 2024.

Detachment Action Plan

The 2023-2025 Huron OPP Detachment Action Plan outlines the key steps and initiatives to guide the detachment's efforts moving forward. The plan aligns with the regulatory changes introduced by the Community Safety and Policing Act (CSPA) and provides a clear direction for achieving the detachment's goals. Through this strategic framework, the Huron OPP aims to enhance community safety, improve service delivery, and strengthen the connection between officers and the communities they serve.

Appendix B contains the Huron County OPP Detachment Action Plan (2023-2025).

Table 1 contains the status of the actions within the Huron County OPP Detachment Action plan (2023-2025).

Huron OPP Detachment Board & Policing Activities - 2024 Annual Report

Table 1: Status of Huron OPP Detachment Action Plan (2023-2025)

Focus	Commitment	Action(s) and Status
Crime	To increase trained members of the Huron County Detachment in Uniform Frontline Interviewer Program (UFIP) in order to promote a trauma-informed approach to violent crime investigations.	<ul style="list-style-type: none"> In coordination with West Region Regional Abuse Issues Coordinator, host UFIP training sessions in Huron County – Ongoing (Huron OPP are continuously training members in this program area due to the impact of this program) Utilize UFIP trained members to engage with and interview victims of intimate partner violence (IPV) – Ongoing (This will always be ongoing, as we will ensure we use these trained members in completing interviews of DV victims).
Crime	To reduce property crime (theft, break and enter, mischief, etc.) incidents and victimization across Huron County	<ul style="list-style-type: none"> Utilize social media as a platform to educate the public regarding trends in Huron County – Ongoing (Positive messaging has been sent, but this is an ongoing program to ensure we are keeping our communities apprised of our proactive work). Support the "Lock It or Lose It" campaign in Huron County, leverage the use of OPP Auxiliary members – Ongoing (Reminders to residents to ensure their valuables are locked up). Deploy OPP Auxiliary members to homes and businesses to conduct CPTED through the OPP Safeguard Program – Ongoing (Utilize this program on an ongoing basis to support victims of crime). Through analysis, utilize focused patrol deployments in high property crime areas to engage the public through enhanced police visibility – Ongoing (Method used to combat property crime issues).
Crime	To reduce illicit drug crime through intelligence gathering, trend analysis and enforcement.	<ul style="list-style-type: none"> Identify trends through analysis and deploy Community Street Crimes Unit to combat property and illicit drug crime – On-going Execute search warrants to recover proceeds of crime and seize illicit drugs – Ongoing

Huron OPP Detachment Board & Policing Activities - 2024 Annual Report

Focus	Commitment	Action(s) and Status
		<ul style="list-style-type: none"> • Timely monitoring and arrest warrant execution – Ongoing • Bail enforcement strategies implemented – Ongoing
Crime	Cyber-crime	<ul style="list-style-type: none"> • Huron OPP members will engage with Crime Unit members, OPP E-Crimes, Serious Fraud Office and the Canadian Anti-Fraud Center to assist with investigations – Ongoing • Education sessions conducted in the community to service groups, vulnerable persons via Community Safety Officer – Ongoing • Enhance officer training in cyber crime investigations – Ongoing
Roadways, Waterways, and Trails	To continuously monitor collision trends, causal factors and deploy commensurate resources for enforcement to promote collision reduction and eliminate risk.	<ul style="list-style-type: none"> • Utilize collision data to direct and deploy officers to high-risk collision areas for enforcement and education (e-ticket and e-warn) – Ongoing • Work in partnership with stakeholders that possess speed analysis technology to intentionally deploy policing resources for enforcement – Ongoing • Training Huron County OPP officers in the use of traffic enforcement devices – Ongoing • Strategically placed RIDE checks – Ongoing
Roadways, Waterways, and Trails	To engage with communities, stakeholders, and regional traffic teams to address specific waterways, trail, roadway safety and/or interdiction issues.	<ul style="list-style-type: none"> • Share analyzed data and engage with West Region traffic teams for deployment to support focused patrols for all-terrain vehicle (ATV), motorized snow vehicle (MSV), Marine and other patrols. – Ongoing • Engage with community partners to promote education regarding collision trends – Ongoing • Utilize social media through the Community Services Officer to educate the public regarding the “Big Four”, coupled with Provincial Traffic Safety Initiatives – Ongoing

Huron OPP Detachment Board & Policing Activities - 2024 Annual Report

Focus	Commitment	Action(s) and Status
Roadways, Waterways, and Trails	To reduce animal related collisions through community engagement and education.	<ul style="list-style-type: none"> • Analyze data and determine vulnerable locations related to animal collisions – Ongoing • Strategic and timely social media use to warn motorists of locations of high incident of collision – Ongoing • Work with partners to enhance signage, warning motorists of known high populations of animals – Ongoing
Community Well-Being	To promote the existing co-response model of the Mobile Crisis Response Team (MCRT) in Huron County.	<ul style="list-style-type: none"> • Sustained and enhanced MCRT partnerships between police and hospitals – Ongoing (Huron MCRT program partners with Huron Perth Healthcare Alliance and continue to assist persons in crisis across the County). • Establishment of police-hospital transition agreements – Completed (The protocol has been completed and signed off by all partners. Training is currently underway and hope to implement by mid 2025). • Establishment of a police-hospital committee – Completed • MCRT members to complete all relevant training – Completed
Community Well-Being	To promote and execute a rapid OPP response to all missing persons, including those enrolled in Project Lifesaver.	<ul style="list-style-type: none"> • Training Huron County OPP members in Project Lifesaver equipment response. – Completed • Conduct requisite training to ensure operational readiness. • Maintain and foster community engagement related to Project Lifesaver and promote enrollment – Completed

Looking ahead, the Huron County OPP Detachment will begin the development of the 2026-2028 Huron OPP Detachment Action Plan in 2025. This comprehensive plan will be created in close consultation with the Detachment Board and key stakeholders, ensuring that it reflects the evolving needs of the community and the priorities of the OPP. The Action Plan will identify specific priority areas and set clear, measurable goals to guide the detachment's efforts over the next three years. It will serve as a strategic framework for addressing emerging challenges, enhancing public safety, and continuously improving service delivery to the residents of Huron County.

Appendix A: Huron OPP 2024 Year in Review



HURON OPP DETACHMENT BOARD
DÉTACHMENT DE LA OPP HURON CONSEIL

HURON COUNTY OPP DETACHMENT
DÉTACHMENT DE LA OPP HURON

JANURY 27th, 2025

Detachment Commander

A/Insp. Ryan Olmstead

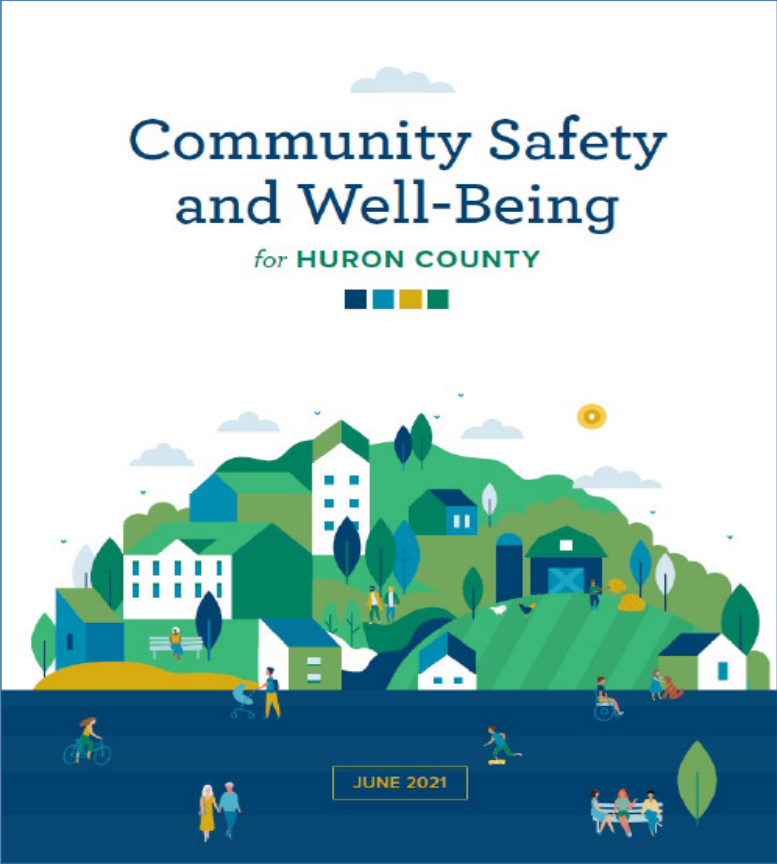
OPP STRATEGIC PLAN



DETACHMENT ACTION PLAN

Crime	Roadways, Waterways and Trails	Community Well-Being
To increase trained members of the Huron County Detachment in Uniform Frontline Interviewer Program (UFIP) in order to promote a trauma-informed approach to violent crime investigations.	To continuously monitor collision trends, causal factors and deploy commensurate resources for enforcement to promote collision reduction and eliminate risk.	To promote the existing co-response model of the Mobile Crisis Response Team (MCRT) in Huron County.
To reduce property crime (theft, break and enter, mischief, etc.) incidents and victimization across Huron County.	To engage with communities, stakeholders, and regional traffic teams to address specific waterway, trail, roadway safety and/or interdiction issues.	To promote and execute a rapid OPP response to all missing persons, including those enrolled in Project Lifesaver.
To reduce illicit drug crime through intelligence gathering, trend analysis and enforcement.	To reduce animal related collisions through community engagement and education.	
Cyber-crime		

COMMUNITY SAFETY WELL-BEING PLAN



Priority Area 1:
Mental Health and Addictions
■ ■ ■ ■

Priority Area 2:
Housing Stability and Homelessness
■ ■ ■ ■

Priority Area 3: Domestic and Family
Violence
■ ■ ■ ■

Priority Area 4: Community Security
■ ■ ■ ■

HURON TRAFFIC STATISTICS

Traffic Related Charges						
January - December						
Year	2022		2023		2024	
ChargeCategory2	Offence Count	% Change	Offence Count	% Change	Offence Count	% Change
Speeding	3,992	--	4,260	6.7%	3,925	-7.9%
Seatbelt	146	--	257	76.0%	345	34.2%
Impaired	137	--	189	38.0%	159	-15.9%
Distracted	40	--	78	95.0%	85	9.0%

Motor Vehicle Collisions by Type						
January - December						
Year	2022		2023		2024	
CollisionType	Incidents	% Change	Incidents	% Change	Incidents	% Change
Fatal Injury	8	--	4	-50.0%	5	25.0%
Non-Fatal Injury	137	--	99	-27.7%	116	17.2%
Property Damage Only	914	--	853	-6.7%	915	7.3%
Total	1059	--	956	-9.7%	1036	8.4%

CANADA ROAD SAFETY WEEK RESULTS FOR HURON COUNTY OPP

(HURON COUNTY, ON) - All available members of the Huron County Ontario Provincial Police (OPP) took part in the Canada Road Safety Week campaign. As part of the commitment to the Canada Road Safety Strategy 2025, Huron County Ontario Provincial Police (OPP) was promoting and enforcing laws around traffic safety during the annual Victoria Day long weekend traffic campaign which ran from May 14th through May 20th, 2024.

During this time, officers were focusing on “The Big Four”, those being seatbelt compliance, speeding, impaired operation, and distracted driving.

Huron County OPP officers laid **370** charges during the week-long initiative including:

- Impaired Driving: **5**
- Stunt\Careless Driving: **2**

- Seatbelts: **33**
- Speeding: **208**
- Distracted Driving: **7**
- Alcohol-Related Offences: **3**
- Cannabis-Related Offences: **3**
- Insurance-Related Offences: **13**
- Other Criminal Code Traffic Offences: **1**
- Other Provincial Offences Act: **95**
- Warnings Issued: **183**

HURON CRIME STATISTICS

Violent Crime						
January-December						
Year	2022		2023		2024	
ViolationGrp	Actual	% Change	Actual	% Change	Actual	% Change
Homicides	1	--	1	0.0%	1	0.0%
Other Offences Causing Death	0	--	0	--	0	--
Attempted Murder	2	--	2	0.0%	1	-50.0%
Sexual Offences	101	--	100	-1.0%	90	-10.0%
Assaults/Firearm Related Offences	242	--	316	30.6%	282	-10.8%
Offences Resulting in the Deprivation of Freedom	7	--	11	57.1%	3	-72.7%
Robbery	5	--	11	120.0%	7	-36.4%
Other Offences Involving Violence or the Threat of Violence	185	--	242	30.8%	178	-26.4%
Offences in Relation to Sexual Services	1	--	0	-100.0%	1	--
Total	544	--	683	25.6%	563	-17.6%

Property Crime						
January - December						
Year	2022		2023		2024	
ViolationGrp	Actual	% Change	Actual	% Change	Actual	% Change
Arson	3	--	3	0.0%	2	-33.3%
Break and Enter	199	--	151	-24.1%	153	1.3%
Theft Over \$5000	198	--	138	-30.3%	109	-21.0%
Theft Under \$5000	374	--	336	-10.2%	309	-8.0%
Possession/Trafficking Stolen Goods	31	--	18	-41.9%	18	0.0%
Fraud	234	--	271	15.8%	359	32.5%
Mischief	288	--	257	-10.8%	254	-1.2%
Total	1327	--	1174	-11.5%	1204	2.6%

Drug Crime						
January - December						
Year	2022		2023		2024	
ViolationGrp	Actual	% Change	Actual	% Change	Actual	% Change
Possession	38	--	36	-5.3%	23	-36.1%
Trafficking	16	--	14	-12.5%	12	-14.3%
Importation & Production	0	--	0	--	0	--
Cannabis Possession	0	--	0	--	0	--
Cannabis Distribution	0	--	0	--	1	--
Cannabis Sale	0	--	0	--	0	--
Cannabis Importation & Exportation	0	--	0	--	0	--
Cannabis Production	0	--	0	--	0	--
Other Cannabis Violations	1	--	0	-100.0%	0	--
Total	55	--	50	-9.1%	36	-28.0%

SEARCH WARRANT ON COUNTY BORDER YIELDS ILLEGAL DRUGS, WEAPONS STOLEN VEHICLES AND CASH

Over \$123,000 Worth of Property, Drugs and Cash Seized

(HURON COUNTY & SOUTH BRUCE, ON) – An investigation conducted by the Huron-Perth and Grey-Bruce Ontario Provincial Police (OPP) Community Street Crimes Unit (CSCU), West Region OPP Emergency Response Team (ERT), West Region OPP Bail Support Team, West Region OPP K-9 Unit and Huron County OPP detachment resulted in the seizure of illegal drugs, weapons, cash, and stolen property with a total value exceeding \$123,000.

An investigation was initiated by members of the Huron County OPP detachment which led investigators to an address on Huron-Bruce Road.

On Tuesday, September 10, 2024, police attended the rural address and observed a newer model vehicle drive immediately into a farmer's field, damaging crops as it tried to evade officers. The vehicle drove into a tree stump and caused heavy damage to the vehicle. The lone driver fled and was apprehended shortly after and arrested. The vehicle was confirmed to be stolen. A search of the path driven by the accused revealed a 9mm revolver and 9mm ammunition. A search of the vehicle following the arrest resulted in officers locating methamphetamine, \$1,300 in Canadian currency, a prohibited knife, and a container of exploding rifle mix.

While officers were at the address, they observed a stolen vehicle and arrested a second person on the property. A search warrant was later executed for the property which resulted in the seizure of more weapons, stolen property and other offence-related items. Two individuals have been arrested and charged.

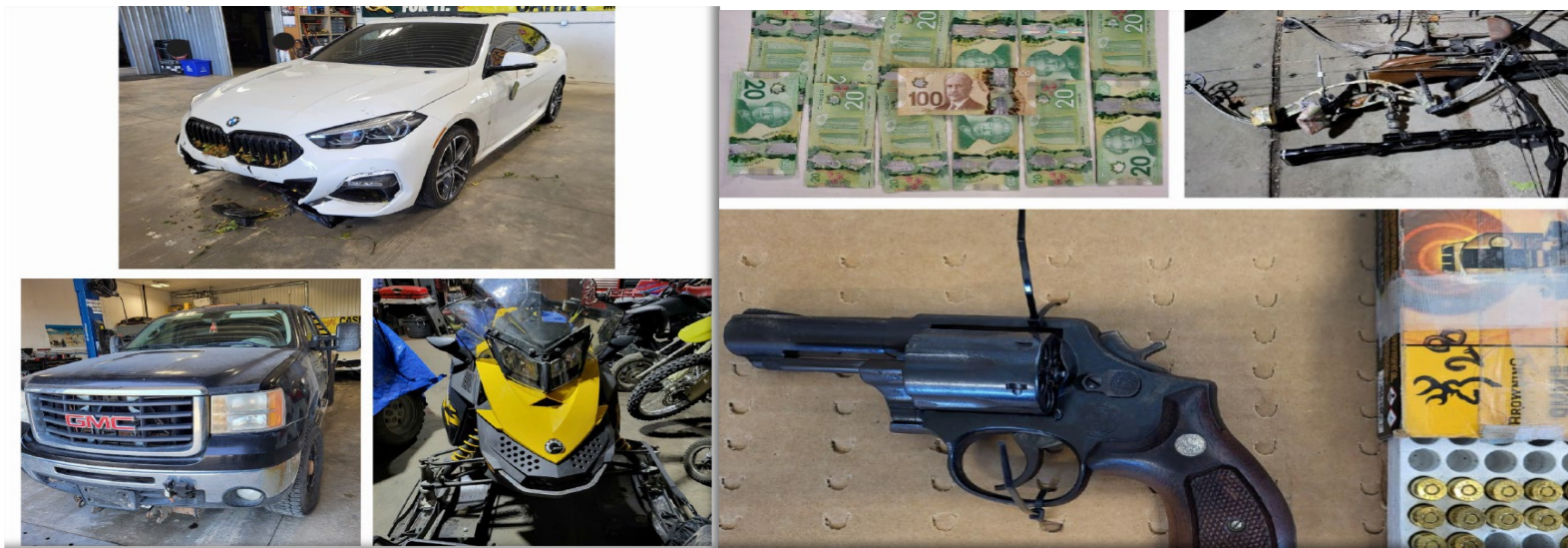
As a result of the investigation, police seized other items including a stolen enclosed trailer, stolen snowmobile, stolen pickup truck, crossbows, compound bows and ammunition.

The combined estimated value of the recovered stolen vehicles and property is **\$117,000**.

The combined estimated value of the seized drugs is **\$500**.

The combined estimated value of the seized property, weapons and ammunition is **\$4,950**.

Total Canadian currency seized is **\$1,300**.



SEARCH WARRANT IN GODERICH YIELDS ILLEGAL DRUGS, WEAPONS AND CASH

Over \$20,500 Worth of Drugs, Property and Cash Seized

(GODERICH, ON) – An investigation conducted by the Huron-Perth Ontario Provincial Police (OPP) Community Street Crimes Unit (CSCU), West Region OPP Emergency Response Team (ERT), West Region Tactics and Rescue Unit (TRU) and Huron County OPP detachment resulted in the seizure of illegal drugs, weapons, cash, and offence-related property with a total value exceeding \$20,500.

An illegal drug investigation was initiated by members of the Huron-Perth OPP CSCU which led investigators to a suspect in the Town of Goderich.

On Thursday, August 29, 2024, a search warrant was executed in Goderich which resulted in the seizure of controlled substances, assorted currency, weapons, and other offence-related items. One individual has been arrested and charged.

As a result of the investigation, police seized a quantity of suspected fentanyl, hydromorphone, and cocaine. Other seized items included digital scales, packaging material, cellular phones and several knives. One knife that was seized was a handgun replica knife. A quantity of cash was also seized.

The combined estimated value of the seized drugs is **\$12,600**.

The combined estimated value of the seized property is **\$2,400**.

Total currency seized is **\$5,540**.



Overdose Occurrences

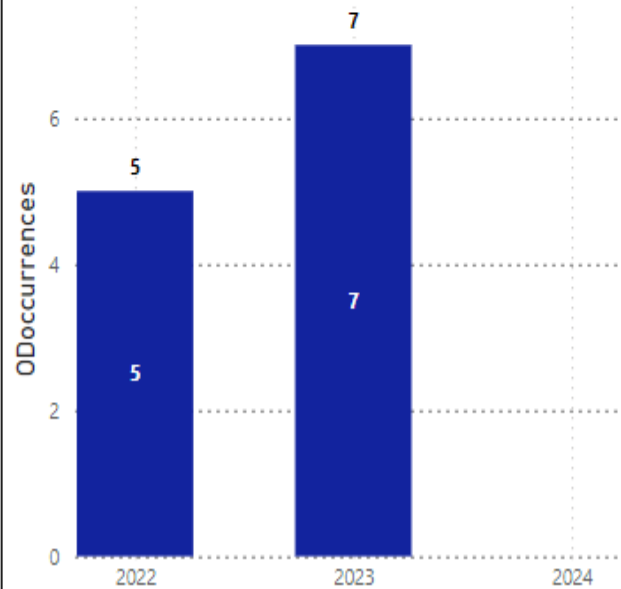
January - December

Fatal	2022	2023	2024
Fatal	5	7	0
non-opioid overdose	0	0	0
opioid overdose	5	7	0
non-Fatal	7	13	5
non-opioid overdose	2	1	0
opioid overdose	5	12	5
Total	12	20	5

Fatal Overdose Occurrences

January - December

● non-opioid overdose ● opioid overdose



Youth Charges by Disposition Type

January - December

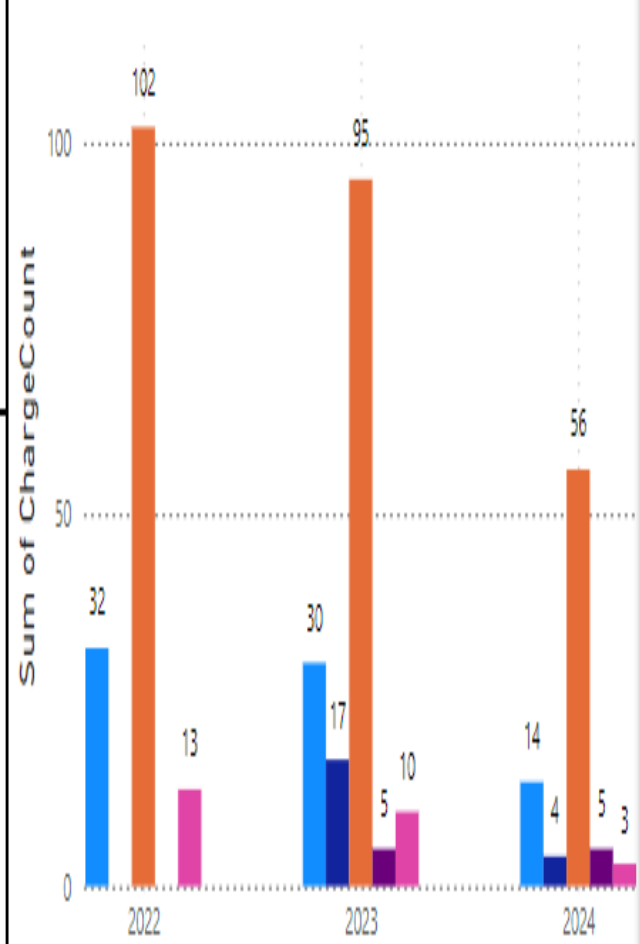
Disposition_Type	2022	2023	2024
Bail	0	0	0
Conviction	32	30	14
Diversion	0	17	4
NonConviction	102	95	56
NotAccepted	0	5	5
POATicket	13	10	3
Total	147	157	82

YTD

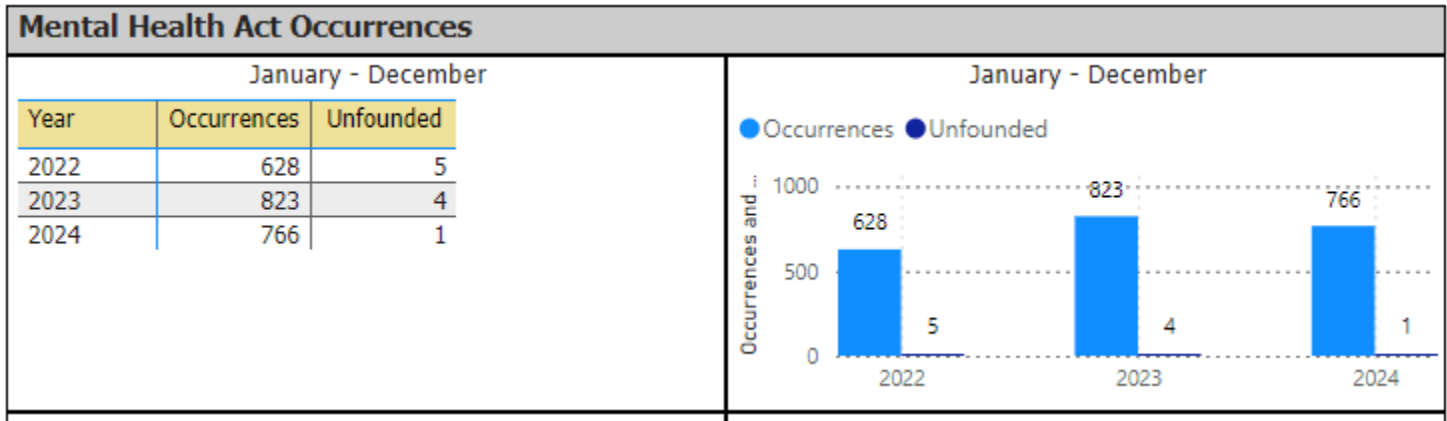
Disposition_Type	2022	2023	2024
Bail	0	0	0
Conviction	32	30	14
Diversion	0	17	4
NonConviction	102	95	56
NotAccepted	0	5	5
POATicket	13	10	3
Total	147	157	82

January - December

● Conviction ● Diversion ● NonConviction ● NotAccepted ● POATicket



Clearance Rate						
January - December						
Year	2022		2023		2024	
	%	% Change	%	% Change	%	% Change
Violent	68.8%	--	71.6%	4.1%	73.2%	2.2%
Property	17.0%	--	18.3%	8.0%	17.8%	-2.9%
Other	72.4%	--	71.0%	-1.9%	67.0%	-5.7%
Drugs	90.9%	--	66.0%	-27.4%	83.3%	26.3%
Fed Statutes	33.3%	--	33.3%	0.0%	100.0%	200.0%
Prov Statutes	96.6%	--	93.8%	-3.0%	95.0%	1.3%
Driving Offences	62.1%	--	71.4%	15.0%	67.1%	-6.1%

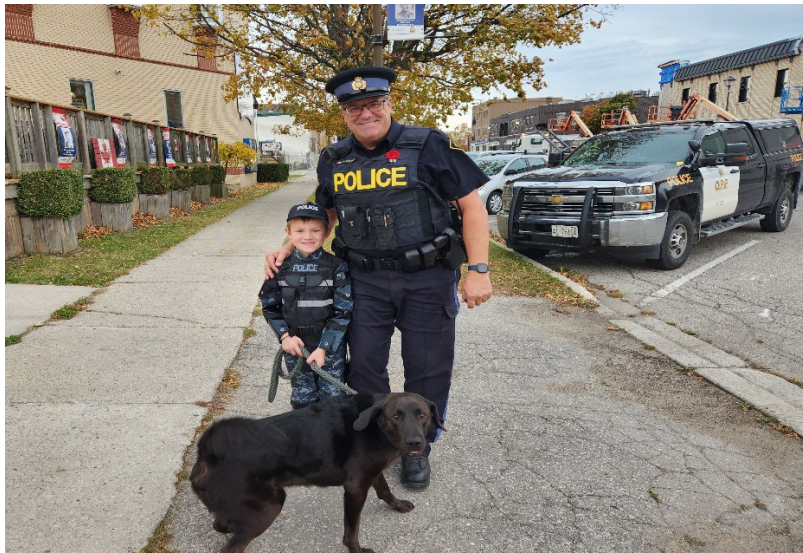


COMMUNITY SAFETY INITIATIVES

Huron County OPP put an emphasis in 2024 of officers being more engaged and visible within the municipalities across the County. Officers were expected to dedicate a portion of their scheduled shift to engage with the public in a positive manner. Officers conducted foot patrols of downtown areas and inside local schools, participated in community events such as parades and school programs and increased police visibility through bike patrols and marine patrols. Below are the results of this enhanced initiative.

Year	# of Community Services Occurrences
2022	265
2023	1336
2024	3045





Calls For Service (CFS) Billing Summary Report
Goderich (Town), Howick, Municipality of Bluewater, Municipality of Huron East,
Municipality of Morris-Turnberry, Municipality of South Huron, Municipality of Central Huron,
Town of Wingham, Twp of Ashfield-Colborne-Wawanosh, Twp of North Huron

January to December - 2024

Billing Categories <i>(Billing categories below do not match traditional crime groupings)</i>	2024				2023			
	January to December	Year to Date	Time Standard	Year To Date Weighted Hours	January to December	Year to Date	Time Standard	Year To Date Weighted Hours
Violent Criminal Code	587	587	15.4	9,039.8	726	726	15.4	11,180.4
Property Crime Violations	1,228	1,228	6.3	7,736.4	1,208	1,208	6.3	7,610.4
Other Criminal Code Violations (Excluding traffic)	419	419	7.3	3,058.7	447	447	7.3	3,263.1
Drug Possession	68	68	6.9	469.2	89	89	6.9	614.1
Drugs	12	12	80.6	967.2	13	13	80.6	1,047.8
Statutes & Acts	960	960	3.5	3,360.0	995	995	3.5	3,482.5
Operational	4,853	4,853	3.8	18,441.4	4,930	4,930	3.8	18,734.0
Operational2	1,038	1,038	1.5	1,557.0	1,154	1,154	1.5	1,731.0
Traffic	758	758	3.8	2,880.4	741	741	3.8	2,815.8
Total	9,923	9,923		47,510.1	10,303	10,303		50,479.1

Appendix B: Huron OPP Detachment Action Plan (2023-2025)



HURON COUNTY DETACHMENT

2023-2025 ACTION PLAN

OUR VISION

Safe Communities... A Secure Ontario

OUR MISSION

To serve our province by protecting its citizens, upholding the law and preserving public safety.



OUR VALUES

Serving with
**PRIDE,
PROFESSIONALISM
& HONOUR**

Interacting with
**RESPECT,
COMPASSION
& FAIRNESS**

Leading with
**INTEGRITY,
HONESTY
& COURAGE**

Always doing the right things for the right reasons

HURON Detachment Action Plan Table of Contents

Message from the Detachment Commander	2
Message from the Police Service Board Chair	3
Our Detachment	4
Our Detachment Area (map)	5
Action Plan Commitment Summary	6
Crime	7
Roadways, Waterways and Trails	9
Community Well-Being	11

Message from the Detachment Commander

“The Ontario Provincial Police (OPP) continues to have a clear path forward with the implementation of the 2023-2025 Strategic Plan. As an extension of, and building upon, the 2020-2022 Strategic Plan, we remain focused on and committed to our three strategic priorities, specifically our people, our work, and our communities. The plan will continue to guide our organization’s priorities, strategies, initiatives, and the requirements expected with the enactment of the regulations associated to the new Community Safety and Policing Act (CSPA),” OPP Commissioner Thomas Carrique.



It is with great pleasure I present the 2023-2025 Huron County OPP Detachment Action Plan. It outlines our next steps toward meeting community needs by prioritizing operational demands and officer health and well-being.

The OPP mission statement, core values, along with our enduring vision for Safe Communities... A Secure Ontario, are the basis for every decision we make and every action we take.

Located along the shores of Lake Huron, Huron County is a vibrant rural community and a leader in numerous areas of agricultural, technology and innovation. Urban amenities unite with rural benefits making any one of the nine Huron County municipalities the right fit for business and family.

With over 100 kilometres of coastline, Huron County is a popular tourist destination resulting in an increase in seasonal population and traffic volume.

It is my belief that Huron County is a very safe community. Incidents of violent crime in Huron County have an impact in the community, as well as incidents of theft, drugs, motor vehicle collisions and mental health crisis. These continue to be local priorities and strategies are in place to address these types of incidents through education, enforcement and community engagement. We share a common goal of promoting safety for every individual in Huron County.

The Huron County OPP is committed to collaborating with our community partners to develop co-response models that focus on prevention, harm reduction and risk intervention strategies to improve the overall well-being of our communities. The Huron County Community Safety and Well-Being Plan articulates four priority areas including: Mental Health and Addictions; Housing and Homelessness; Domestic and Family Violence; and Community Safety and Security. These priorities are woven throughout the 2023-2025 Action Plan and form part of the foundation of our policing response.

As the Detachment Commander, I am confident the members of the Huron County OPP, in collaboration with our many community partners, will continue to serve, interact and lead to ensure Huron County is a safe place to live, work and visit.

Inspector Jason Younan
Detachment Commander
Huron County Detachment

Message from the Police Service Board Chair

As Mayor of the Town of Goderich, I have an exceptional relationship with our Detachment Commander. For instance, the OPP have participated actively in our emergency management issues (i.e., unsanctioned car rally). Further, they have addressed positively, concerns relating to homeless individuals and financial institutions, as well as vandalism in our community. We have assisted the OPP by providing space for policing duties. Our working relationship is fluid, not static. We must continue to work together to achieve the results desired.

The Town of Goderich, its residents and businesses, wish the Huron County OPP Detachment, Province and the Ministry of the Solicitor General to address the following matters:

- Address increased local and complex social issues, such as mental health, addictions, homelessness, and crime.
- Work with the youth in Goderich by promoting the OPP Youth Foundation programs.
- Continue providing the Reduce Impaired Driving Everywhere (RIDE) Program, and the RIDE Grant associated with this initiative.
- Continue providing the Mobile Crisis Response Team (MCRT) Program, and the Enhancement Grant associated with this initiative.
- Continue to minimize the societal and economic disruptions of: unsanctioned car rallies in Goderich, potential civil unrest, violence, active threat and crowd disaster in our community.
- Continue to work with the Town and their commitment to the County Community Safety and Well Being Oversight Committee and related initiatives to address local crime and complex social issues.

Mayor Myles Murdock

Our Detachment

Huron County covers 3,407.62 square kilometres of land and has a fulltime population of 61,366. This population increases dramatically in summer months with a busy tourist and cottage season. Huron County borders Lake Huron for 126 kilometres and includes numerous beaches that are excellent for swimming, fishing, sail boating and other water sports, plus two major marinas located in Bayfield and Goderich. Industries within Huron County include farming, wind power, salt mining, heavy and light manufacturing, tourism, and shipping of grain and salt from the Port of Goderich.

The Huron OPP Detachment is situated at 325 Albert Street in Clinton, Central Huron, and all members are deployed from this location. There are Community Policing Offices located in the villages of Brussels and Seaforth, and the Town of Goderich, which are supplied by the Municipality of Huron East, and the Town of Goderich respectively.

Huron County hosts sporting activities which include the Young Canada Hockey Week Peewee Hockey Tournament, Minor Hockey, broomball, winter carnivals, kilometres of groomed snowmobile and cross country ski trails, and a dynamic curling community. The Town of Goderich is home to a YMCA facility that is second to none. For those interested in the arts, Huron County is home to many authors, artists, the Blyth Festival Theatre, Huron County Play House as well as the Goderich Little Theatre. The Grand Bend Motor Plex is located in the Huron Detachment area and hosts many drag races and rock concerts throughout the summer racing season. Walton also hosts the Transcan National Motorcross Championships. Within the County there exists Point Farms, a 210 site Provincial Park, and 26 other conservation areas.

Huron County is made up of nine municipalities (North Huron, Howick, Morris-Turnberry, Ashfield-Colborne-Wawanosh, Central Huron, South Huron, Bluewater, Huron East, and the Town of Goderich). Six of these municipalities fall under the OPP policing Section 5.1 of the Police Services Act. Central Huron, the Town of Goderich, and South Huron fall under Section 10 of the Police Services Act.

Our Detachment Area (map)



Action Plan Commitment Summary

The OPP's action planning process ensures compliance with the Adequacy and Effectiveness of Police Services Regulations (Adequacy Standards) files at O. Reg. 3/99 in 1999.

Through analysis and consultation, the following areas of focus were identified for the next three years. These are reflective of local issues; activities will be addressed, monitored and adjusted as needed.

Crime	Roadways, Waterways and Trails	Community Well-Being
To increase trained members of the Huron County Detachment in Uniform Frontline Interviewer Program (UFIP) in order to promote a trauma-informed approach to violent crime investigations.	To continuously monitor collision trends, causal factors and deploy commensurate resources for enforcement to promote collision reduction and eliminate risk.	To promote the existing co-response model of the Mobile Crisis Response Team (MCRT) in Huron County.
To reduce property crime (theft, break and enter, mischief, etc.) incidents and victimization across Huron County.	To engage with communities, stakeholders, and regional traffic teams to address specific waterway, trail, roadway safety and/or interdiction issues.	To promote and execute a rapid OPP response to all missing persons, including those enrolled in Project Lifesaver.
To reduce illicit drug crime through intelligence gathering, trend analysis and enforcement.	To reduce animal related collisions through community engagement and education.	
Cyber-crime		

Crime

Description: Personal safety is held as a sacred right, which the Ontario Provincial Police is tasked with upholding. Violent crime has a profound effect on our community's perception of their safety. The members of the Huron County OPP are committed to effective community based responses to address these problems by providing proactive enforcement, deterrence and victim support.

Many of our property crime (break and enters and theft from motor vehicles) and illicit drug use issues are interconnected. The members of the Huron County OPP are committed to focusing on the root cause of these issues in order to reduce their prevalence. Huron County has an active and dedicated Community Street Crime Unit, working in collaboration with frontline officers and local analysts, to target the criminal elements in Huron County. By employing investigative techniques and other specialized OPP resources, the Community Street Crime Unit is having great success in identifying and interrupting criminal activity in the community.

Finally, cyber-crime is a growing concern. The members of the Huron County OPP are committed to reducing victimization from cyber and/or technology-enabled crime through engagement and education.

Commitment	Outcomes	Actions
<p>To increase trained members of the Huron County Detachment in Uniform Frontline Interviewer Program (UFIP) in order to promote a trauma-informed approach to violent crime investigations.</p>	<p>Improved outcomes for victims of crime.</p> <p>Increase the number of trained Huron OPP Detachment members in UFIP.</p>	<p>In coordination with West Region Regional Abuse Issues Coordinator, host UFIP training sessions in Huron County.</p> <p>Utilize UFIP trained members to engage with and interview victims of intimate partner violence (IPV).</p>
<p>To reduce property crime (theft, break and enter, mischief, etc.) incidents and victimization across Huron County.</p>	<p>Reduce property incidents and victimization.</p> <p>Increased number of Crime Prevention Through Environmental Design (CPTED) assessments completed.</p> <p>Increase the use of social media for public education related to property crime.</p>	<p>Utilize social media as a platform to educate the public regarding trends in Huron County.</p> <p>Support the "Lock It or Lose It" campaign in Huron County, leverage the use of OPP Auxiliary members.</p> <p>Deploy OPP Auxiliary members to homes and businesses to conduct CPTED through the OPP Safeguard Program.</p> <p>Through analysis, utilize focused patrol deployments in high property crime areas to engage the public through enhanced police visibility.</p>

<p>To reduce illicit drug crime through intelligence gathering, trend analysis and enforcement.</p>	<p>Reduce illicit drug crime to promote public safety through enforcement of legislation.</p>	<p>Identify trends through analysis and deploy Community Street Crimes Unit to combat property and illicit drug crime.</p> <p>Execute search warrants to recover proceeds of crime and seize illicit drugs.</p> <p>Timely monitoring and arrest warrant execution.</p> <p>Bail enforcement strategies implemented.</p>
<p>Cyber Crime</p>	<p>Reduce victimization from cyber and/or technology enabled crime.</p>	<p>Huron OPP members will engage with Crime Unit members, OPP E-Crimes, Serious Fraud Office and the Canadian Anti-Fraud Center to assist with investigations.</p> <p>Education sessions conducted in the community to service groups, vulnerable persons via Community Safety Officer.</p> <p>Enhance officer training in cyber crime investigations.</p>

Roadways, Waterways and Trails

Description: The “Big Four” causal factors of fatal, personal injury and property damage collisions on roadways, waterways and trails are: impaired (alcohol/drug), speeding/ aggressive, inattentive/distracted driving and lack of occupant restraint and safety equipment. These continue to be a focus for members of the Huron OPP Detachment.

Commitment	Outcomes	Actions
<p>To continuously monitor collision trends, causal factors and deploy commensurate resources for enforcement to promote collision reduction and eliminate risk.</p>	<p>Reduce fatal, personal injury and property damage collisions, including animal related collisions.</p>	<p>Utilize collision data to direct and deploy officers to high risk collision areas for enforcement and education (e-ticket and e-warn).</p> <p>Work in partnership with stakeholders that possess speed analysis technology to intentionally deploy policing resources for enforcement.</p> <p>Training Huron County OPP officers in the use of traffic enforcement devices.</p> <p>Strategically placed RIDE checks.</p>
<p>To engage with communities, stakeholders, and regional traffic teams to address specific waterway, trail, roadway safety and/or interdiction issues.</p>	<p>Increased internal and external partnerships to reduce collisions, promote education and enhance interdiction.</p>	<p>Share analyzed data and engage with West Region traffic teams for deployment to support focused patrols for all-terrain vehicle (ATV), motorized snow vehicle (MSV), Marine and other patrols.</p> <p>Engage with community partners to promote education regarding collision trends.</p> <p>Utilize social media through the Community Services Officer to educate the public regarding the “Big Four”, coupled with Provincial Traffic Safety Initiatives.</p>

<p>To reduce animal related collisions through community engagement and education.</p>	<p>Reduction in animal involved collisions.</p>	<p>Analyze data and determine vulnerable locations related to animal collisions.</p> <p>Strategic and timely social media use to warn motorists of locations of high incident of collision.</p> <p>Work with partners to enhance signage, warning motorists of known high populations of animals.</p>
---	---	---

Community Well-Being

Description: Managing demands within Huron County that require a police response for occurrences determined not to be of an emergent nature, and that may require an alternate response, including calls regarding mental health, and other medical related calls.

Commitment	Outcomes	Actions
<p>To promote the existing co-response model of the Mobile Crisis Response Team (MCRT) in Huron County.</p>	<p>Improved outcomes for individuals in crisis.</p> <p>Reduction in mental health calls for service.</p>	<p>Sustained and enhanced MCRT partnerships between police and hospitals.</p> <p>Establishment of police-hospital transition agreements.</p> <p>Establishment of a police-hospital committee.</p> <p>MCRT members to complete all relevant training.</p>
<p>To promote and execute a rapid OPP response to all missing persons, including those enrolled in Project Lifesaver.</p>	<p>Locate missing persons with expediency to provide better outcomes.</p>	<p>Training Huron County OPP members in Project Lifesaver equipment response.</p> <p>Conduct requisite training to ensure operational readiness.</p> <p>Maintain and foster community engagement related to Project Lifesaver and promote enrollment.</p>



2023-2025

HURON COUNTY DETACHMENT ACTION PLAN

PROGRAMS & SERVICES

- Alcohol and Gaming Enforcement
- Asset Forfeiture
- Auxiliary Policing/Chaplaincy
- Aviation/Flight Operations
- Biker Enforcement
- Blood Stain Analysis
- Breath Analysis/Drug Recognition
- Canine Search, Rescue, Tracking and Detection
- Chemical, Biological, Radiological, Nuclear and Explosive Response
- Child Exploitation Investigation
- Civil Litigation File Coordination
- Civilian Data Entry
- Collision Reconstruction and Investigation
- Commercial Vehicles and Dangerous Goods
- Communications
- Community Policing
- Community Street Crime Units
- Complaint Investigation
- Computer-Aided Dispatch
- Contraband Tobacco
- Court Case Management
- Crime Analysis
- Crime Gun Analysis
- Crime Prevention and Community Safety
- Crime Stoppers
- Criminal Investigation Services and Major Case Management
- Crisis Negotiation
- Drug Enforcement
- Drug Evaluation and Classification
- DNA Coordination
- Emergency Management
- Emergency Response
- Explosives Disposal
- Federal Firearms Program Delivery
- Federal and Provincial Road Safety Countermeasures
- Forensic and Identification Services
- Fraud, Corruption, Economic/Financial Crime Investigation
- Hate Crimes/Extremism Investigation
- Illegal Gaming Investigation
- Incident Command
- Indigenous Policing
- Information Technology
- Intelligence
- Justice Officials and Dignitary Protection Services
- Marine, Motorized Snow and Off-road Vehicle and Motorcycle Patrol
- Media Relations
- Missing Persons and Unidentified Bodies
- Offender Transportation
- Ontario Sex Offender Registry
- Organized Crime Enforcement
- Physical Security Services
- Polygraph
- Provincial Anti-Terrorism
- Provincial Cybercrime Strategy
- Provincial Human Trafficking Strategy
- Provincial Operations Centre
- Public Order
- Remotely Piloted Aircraft Systems
- Repeat Offender Parole Enforcement
- RIDE (Reduce Impaired Driving Everywhere)
- Search and Rescue
- Security Assessments and Enquiries
- Surveillance - Electronic and Physical
- Tactical and Emergency Medical
- Tactics and Rescue
- Technological Crime/
Digital Evidence Forensics and Analysis
- Threat Assessment
- Traffic Safety
- Training
- Underwater Search and Recovery
- United Nations Policing Missions
- Urban Search and Rescue United Nations Policing Missions
- Video Forensics
- Violent Crime Linkage Analysis
- Victim Assistance, Support and Response
- Weapons Enforcement
- Witness Protection

The above list corresponds with the *Adequacy and Effectiveness of Police Services Regulation (Adequacy Standards, O. Reg. 3/99)*. The list further provides an overview of various OPP programs and services but should not be considered complete.

CONTACT THE OPP

REACH THE OPP BY PHONE

- Call 9-1-1 for emergencies
- Don't hang up, stay on the line
- Call 1-888-310-1122 for non-emergency calls
- TTY 1-888-310-1133
(for the Deaf, Hard of Hearing and Speech Impaired)
- Know your location

SPEAK WITH AN OFFICER IN PERSON

To arrange to meet an officer at a detachment, go to www.opp.ca to use the Local Detachment Finder and follow the prompts.

PROVIDE AN ANONYMOUS TIP

- Call Crime Stoppers at 1-800-222-8477 (TIPS)
- Visit www.crimestoppers.ca

REPORT ONLINE

You now have the option to report select occurrences to police from the convenience of a computer.

Visit www.opp.ca/reporting to use the Citizen Self Reporting system. Specific incidents can be reported online at your convenience without attending a detachment or waiting for an officer.

You can use this system to report:

- Driving Complaints
- Lost/missing property
- Mischief/damage to property
- Mischief/damage to vehicle
- Stolen licence plate(s) and/or validation sticker
- Theft From vehicle
- Theft

Do not use this system if this is an emergency! If it is, call 9-1-1.

9-1-1 is for police, fire, or medical emergencies only.

Every time an accidental or hang-up 9-1-1 call is received, OPP officers are dispatched.

You may be taking police officers away from a real emergency.

#KnowWhenToCall

If you've dialed in error, stay on the line and speak with the communicator. This will eliminate the need for the emergency operator to call back. As per OPP policy, officers will still be dispatched to ensure you are safe.

ACTION PLAN

2023-2025

**HURON COUNTY
DETACHMENT**

325 Albert St.
P.O. Box 460
Clinton, Ontario
NOM 1L0

Tel: 519-482-1677
Fax: 519-482-1734



Follow us on



WESTERN ONTARIO
WOWC
WARDENS CAUCUS

Tuesday, March 18, 2025

The Honourable Mark Carney
Prime Minister of Canada
Office of the Prime Minister
80 Wellington St
Ottawa, ON K1A 0A6
pm@pm.gc.ca

The Honourable Doug Ford
Premier of Ontario
Legislative Building, Room 281
Queen's Park
Toronto, Ontario M7A 1A1
premier@ontario.ca

Dear Prime Minister Carney and Premier Ford,

On behalf of the Western Ontario Wardens' Caucus (WOWC), I want to thank you both for your strong leadership on behalf of Ontario and Canada through the continued uncertainty around tariffs and international trade.

The WOWC is a not-for-profit organization representing 15 upper and single-tier municipalities and 1.6 million constituents across rural Western Ontario, aiming to enhance the prosperity and overall well-being of rural and small communities across the region.

As Chair of the Western Ontario Wardens' Caucus (WOWC), I want to express our ongoing support for the Governments of Ontario and Canada as you work to navigate the challenges posed by tariffs, inter-provincial trade barriers, and other trade restrictions.

Western Ontario's economy is closely linked to trade, particularly with the United States, but also within Canada. Economists highlight that sectors most vulnerable to the imposition of tariffs and trade barriers—potentially leading to layoffs or significant economic challenges—include automotive, construction, energy, agriculture, and consumer goods. In terms of industry GDP, manufacturing, wholesale trade, and transportation and warehousing are expected to be among the most affected industries.

Regional export data, defined as both domestic and international exports outside of Western Ontario, is available through Lightcast Analyst. Western Ontario's exports outside of the region totaled over \$226 billion in 2022. Exports outside the Western Ontario region in the largest industry, manufacturing, totaled close to \$145 billion in 2022, representing 64% of total regional exports. Tariffs on agriculture and food also present substantial risks to the regional economy. This industry accounts for nearly \$12 billion in goods in regional exports.

The WOWC recognizes that trade barriers—whether international or inter-provincial—create significant challenges for industries that are vital to our region's economic stability, job

WESTERN ONTARIO
WOWC
WARDENS CAUCUS

creation, and long-term prosperity. Restrictions on the movement of goods, services, and labour between provinces can hinder economic growth, increase costs for businesses, and limit opportunities for rural communities. Addressing these inter-provincial trade barriers is crucial to ensuring that businesses in Western Ontario can compete effectively in the national and global marketplace.

The WOWC will remain a vocal advocate for solutions that protect our industries and communities, as we are committed to working with all levels of government to safeguard our region's economic future. As part of this commitment, the WOWC strongly supports efforts to develop and implement procurement policies that alleviate some of the financial and administrative burdens on municipalities. We recognize that municipalities are often constrained by procurement regulations that limit flexibility and increase costs. By collaborating with provincial and federal governments, we can work towards policies that streamline procurement, promote local economic development, and enhance the efficiency of public investments.

Western Ontario's strength comes from our ability to adapt and respond as a region, and the WOWC remains dedicated to partnering with all stakeholders to ensure our communities remain strong and resilient. We look forward to continued collaboration with both levels of government to address these pressing economic and trade-related challenges.

Sincerely,



Mayor Amy Martin
Chair, Western Ontario Wardens' Caucus
chair@wowc.ca

cc.

Hon. Lisa Thompson, Ontario Minister of Rural Affairs
Rebecca Bligh, President, Federation of Canadian Municipalities
Robin Jones, President, Association of Municipalities of Ontario
Christa Lowry, Chair, Rural Ontario Municipal Association
Bonnie Clark, Chair, Eastern Ontario Wardens' Caucus
Western Ontario MPs and MPPs
Western Ontario Wardens' Caucus Counties and Municipalities



C/O Susan Chan
132 ESSEX STREET
GODERICH ON N7A 2H7
Phone: 519-524-2804

March 24th, 2025

Trevor Bazinet, Mayor
Goderich Town Council
47 West Street, Goderich, ON N7A 2K5

Dear Mayor Bazinet and Members of Goderich Town Council,

The JHETF, in association with the Maitland Conservation Foundation and the Maitland Trail Association, will be holding our 18th:

SPRING HIKE, PLANT and COMPOST SALE
SATURDAY, MAY 10th, 2025 10 AM to 2PM.
COLUMBUS CENTRE Parking Lot, 390 Parson's Court
MAITLAND WOODS

We will set up in the Columbus Centre parking lot near the entrance to the Maitland Woods again this year. We hope to encourage lots of people to enjoy a hike through the beautiful Maitland Woods, before or after they collect new plants and compost for their gardens. We are focusing more on pollinators and Native plants this year so hope that there will be lots of happy customers / gardeners sharing plants, ideas and stories.

A guided hike will take place at 1PM and will last about one hour.

If you would like more information about the event or the John Hindmarsh Environmental Trust Fund, please call me at (519)524-2804 or cell (519) 525-9742.

We are looking forward to some healthy exercise, learning more about the Maitland Woods, taking home some new plants and compost, as well as raising awareness about the JHETF and MTA.

We are very grateful for your cooperation with this event and for your help with spreading the news.

Sincerely,

Susan

From: con melady <conmelady@gmail.com>

Sent: March 10, 2025 5:31 PM

To: Janice Hallahan <jhallahan@goderich.ca>; Mayor Trevor Bazinet <tbazinet@goderich.ca>; Sean Thomas <stthomas@goderich.ca>

Cc: Philip Paquette <ppaquette@maitlandtrail.ca>

Subject: Recognition of Corporate Supporters of MTA 2025 Candlelight Walk

I want to personally, and on behalf of MTA, thank your organization and Goderich Council for supporting the 2025 Candlelight Walk. Council provided the use of the Parks shed for the Lantern making Workshop as well as sharing space at the Columbus Center and carrying the cost of the rental; it was an unusual circumstance and we will share facility costs in the future; that was generous of you. In addition, we appreciate the Winterfest event as a long standing winter break and appreciate the promotional support that our event is provided as a participating organization. You were not alone in supporting the event; Columbus Center/KoC, Arts Landscaping and Red Cat Bakery each supported us in their own way, going above and beyond.

MTA ran our 29th event and had a good turnout of 300 people signed in.....the closed Highway 21 and the Canada/USA hockey game kept a few folks at home this year. This year the event, in conjunction with the Town's Winterfest celebrations, was moved to Family Day weekend; we also shared the Columbus Hall with the Towns concert event that Saturday. This year we extended the trail access time from one to two hours and that was well received and reduced line up waits.

40 volunteers installed 140 trail lanterns on a 1.5 km portion of the Maitland Woods trail; contributed to a potluck volunteer dinner; provided outdoor hospitality to attendees; tended fireside; signed in participants; rewarded donors; cleaned up and put away the event.

Since we had lots of snow this year, three separate crews of volunteers did 2 hour shifts of clearing boardwalks/shoveling just prior to the event and we really appreciated their efforts!

Snow mountain was very popular with young families – some kids spent an hour or more playing on that snow slope! We added a Canadian flag to the peak for flag day.

Many personal art lanterns were displayed by individual citizens, on their own initiative, to beautify the night. This effort adds such a special visual treat to the evening. Particular thanks to Brian Cox for his efforts at Goderich Council to arrange space for a lantern workshop.

The Maitland Woods trail is maintained by MTA volunteers on Town of Goderich owned land. We are grateful to the Town Council for their cooperation in allowing and supporting the trail on their land. It was a special night of comradery and fun in a natural setting, one that is available to every resident and visitor.

We want to thank each and every one of our valued volunteers, whether named or anonymous, who helped to make the night a special event, a great success and a jewel of the MTA and Goderich calendar of events!

Cindy Fisher and Con Melady











March 11, 2025

Delivered by Hand

To: The Town of Goderich

Attention: Janice Hallahan, Mayor Trevor Bazinet, Deputy Mayor Noel, Councillors Thompson, Carroll, Petrie, Segeren, & Kelly

cc: Gregory Stewart, D/M Lawyers

From: Concerned Citizens

Dear Sirs/Madams:

Mayor Trevor Bazinet has demonstrated repeated examples of bias regarding the property of the Memorial Arena (see attached).

Further, as Mayor Bazinet has an ownership in an amateur sports organization, which could realistically benefit from the revitalization of the Memorial Arena, we strongly feel that he should recuse himself from any involvement in this project/task force.

Similarly, any other members of council or of the task force that have a potential conflict of interest should also recuse themselves.

We request a response from you regarding this serious concern.

Please include and address this correspondence at the next Council and Task Force meetings.

Sincerely,

Print Name

Signature

Donna Cooke Brander

JIM REES

CHARLES OLIVER

Kate Kroustkie

Michelle Shepherd

PERNIA SHEPHERD

PERNIA SHEPHERD

MARK RUSHTON

Laure Moore

Print Name

Scott Murray

Dennis Muskie

Monique Sykes

Signature



Dennis Muskie

MS Sykes

12:01



< Mayor Trevor Bazinet



All About Photos More ▾



Mayor Trevor Bazinet

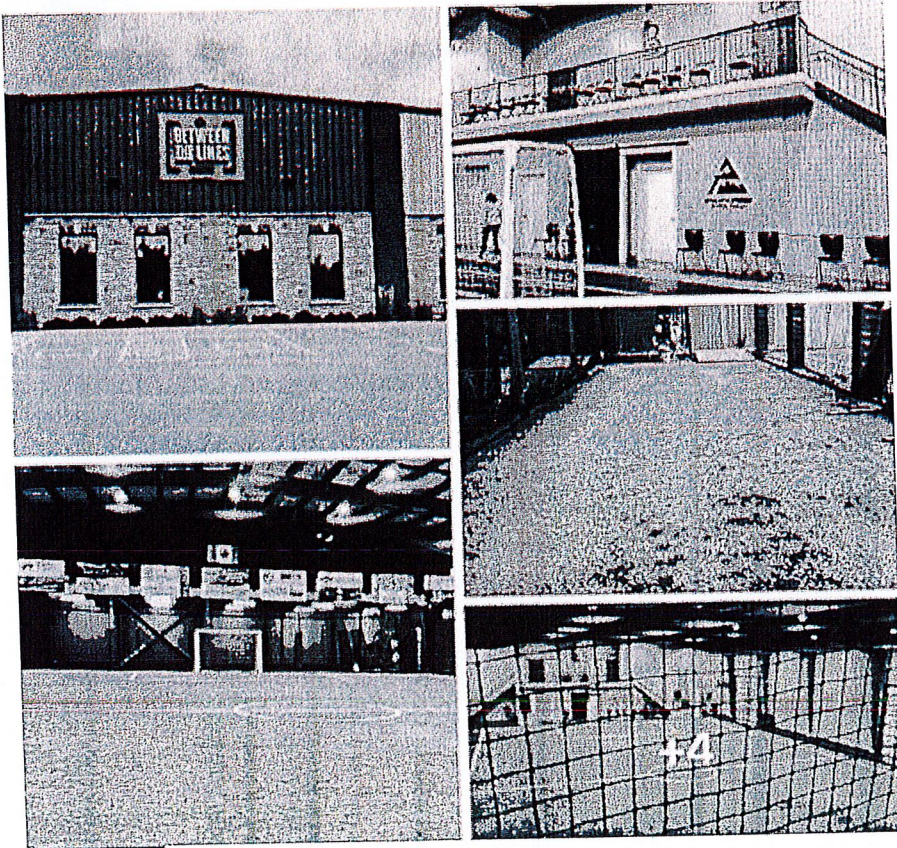


Sep 11, 2024 · 🌐

Today, the majority of the Memorial Arena Task Force travelled to Listowel to tour the Between The Lines facility.

Thank you to Bryce, General Manager, for taking the time to provide the tour and answer all of the questions.

Between The Lines is remarkable.



Home



Video



Friends



Marketplace



Notifications



Menu

Page 3

Subscribe

Local News

Notes from Council (May 6)

Kathleen Smith

Published May 09, 2019 • 8 minute read

Join the conversation

Page 4

According to Kloeze, the most significant aspect of the proposed development is the storm water management, an attempt to limit the damage done by flooding across the property.

The two sites are zoned as industrial and the proposed development conforms to the Town's zoning By-law.

One concern pertaining to these site developments was brought up by Councillor Hoy on the responsibility of the cost of a storm management pond.

It was assured that the site plan agreement would be entirely on the developer, the property owner.

"The applicant has agreed that they would be responsible for costs [of the storm water pond]. It wouldn't be the Town's responsibility," added Kloeze.

Kloeze recommended that Town Council approve the proposed development. In addition, it was proposed that the Municipality pass any necessary By-laws for the development of the two sites.

☰ Sections 🔍 Search

Goderich
Signal-Star

Subscribe

Sign In

Subscribe

GODERICH, ON – Town of Goderich CAO, Larry McCabe reminded the public that Town Staff were directed by Council to complete a report on the options for **Memorial Arena**.

After findings released last August that reported the ice surface was unsafe due to devastating conditions and a probability of an ammonia leak, it was decided that Memorial Arena would not have ice for the 2018/2019 season.

McCabe said staff looked at three alternatives: Refurbish the arena by installing a new ice plan, or repurpose the facility; Sell the arena or portion of the property; And lastly, demolish the arena.

"Staff had an open mind to it initially. It didn't take long to come up with the recommendation," said McCabe.

According to McCabe, staff looked at a number of items including a substance report of things that would need to be done to have Memorial Arena operational and safe.

Staff also looked at an engineers report because of the beams in the arena, looking at safety of the structure. The report indicates that there would be expenditures that would have to be incurred in major areas.

Town Staff also spent a lot of time looking at a report by a consultant, which detailed expenditures that the Municipality would have to do over a period of time.

“They range from electrical upgrades of \$400,000 to others. They laid out millions of dollars of expenditures for that particular facility, over time,” said McCabe.

In addition to structural components that need refurbishing, the accessibility access to the arena would need major upgrades as there are areas in the arena that are not accessible.

“After we digested all of that information, we put together a package for each Council member to take,” McCabe explained to Council on May 6.

McCabe suggested Council to take their time, rather than digest, deal and decide on Memorial Arena during the May 6 Council meeting.

The recommendation by staff was based on the types of dollars (millions) that would have to be spent at the facility over time. Town Staff considered all factors and options available for the future of Goderich Memorial Arena.

Staff made the recommendation to Council to choose the third option, which would result in the demolition of the arena and rehabilitation of the site for parking at the newly refurbished Bannister Park.

McCabe added that it has been recommended that Council proceed with this proposal for demolition, while remaining mindful that demolition would impact events already booked at the facility.

“The funding of the demolition would come from reserves, including \$100,000 allocation – that money could be used for this,” added McCabe.

“It’s not an easy decision, but it became quite clear as we read the reports and saw the amounts of dollars. Council should take their time before any decision is made.”

Ultimately, the decision and fate of Memorial Arena rests on the shoulders of Town Council, regardless of the recent recommendation made by Town Staff.

To allow the public and council members to be educated on the topic and be involved in supporting the fate of Memorial Arena, Council decided to table the discussion on the arena for a future agenda.

It’s no secret that Councillor Trevor Bazinet is a champion for youth and local sports in Goderich. He is one Councillor who has spoken publicly about his opposition with the approach of demolishing the Memorial Arena.

He asks those who want to fight to keep the arena to pick up a copy of the report and attend the next Council meeting where discussion and possibly a decision will be made on the fate of Memorial Arena.

“Memorial Arena does not have to have an ice pad to be viable. It can serve the community in a lot of other ways and other sports. A lot of people want to see another ice pad at the MRC. It would make sense to have both in the same facility, but no costing has ever been completed,” Bazinet says.

“This is just the start of a very long process. Memorial does not need to be demolished just because there is no ice pad anymore. It also has a very good sized auditorium that holds 344 people at full capacity for fundraising events.”

Currently reports on Memorial Arena are available and accessible to the public at Town Hall.

Mayor’s Remarks:

Mayor John Grace vocalized congratulations to Akromold for the new development with their second plant.

“They are really focusing on innovation and technology as they are going to be a supplier to Bruce Power,” said Grace.

Grace also reminded the public that Council and Staff are working aggressively on the beach issues.

He stated that they do have a plan in place and will be conducting repairs.

According to Grace, the staff are going to be that more diligent and plan for garbage issues around long weekends.

“The boardwalk will be in two phases: One, because of the storms we will have to put an interim fix on the boardwalk. It will be repaired for the safety of individuals,” added Grace.

He said that in the fall, Council and Staff will be putting out a tender to re-do the boardwalk, but for now, will see how far budget can take them when dealing with issues at the beach.

“We are working on this – be patient. It will all come together,” Grace concluded.

Councillor’s Remarks:

Deputy Mayor Myles Murdock opened the floor for Councillor’s remarks on a fact-finding tour he completed recently with Linda Sicoli of the Economic Development and Tourism Office.

8:28



3on3goderich.com



HOME / ORGANIZATION CONTACT LIST



Organization Contact List

Phone:

Trevor Bazinet: 519-525-7570

Matt MacPhee: 519-441-0863

email: 3on3goderich@gmail.com

Mailing Address:

3on3 Goderich
153 Park Street
Goderich, ON N7A 1L1

Jill Bazinet

Administration

Matt MacPhee

Co-Owner



✉ 3on3goderich@gmail.com

☎ 519-441-0863

Trevor Bazinet

Co-Owner



✉ 3on3goderich@gmail.com

☎ 519-525-7570

Page 291

24

The Corporation of the Municipality of St. Charles
RESOLUTION PAGE



Regular Meeting of Council

Agenda Number: 8.2.
Resolution Number 2025-070
Title: Resolution Stemming from February 19, 2025 Regular Meeting - Item 8.1 - Correspondence #1
Date: March 19, 2025

Moved by: Councillor Loftus
Seconded by: Councillor Lachance

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby supports the Resolution No. 2025-01-08-15 passed on January 8, 2025 by the Township of Brudenell, Lyndoch and Raglan, regarding the Child Welfare Funding;
AND BE IT FURTHER RESOLVED THAT a copy of this Resolution be sent to the Premier Doug Ford; the Eastern Ontario Warden's Caucus (EOWC); the Eastern Ontario Mayor's Caucus (EOMC); the Ontario Association of Children's Aid Societies; the Association of Municipalities of Ontario (AMO); the Rural Ontario Municipal Association (ROMA); our local Member of Provincial Parliament (MPP); and all Ontario Municipalities.

CARRIED


MAYOR



**TOWNSHIP OF
BRUDENELL, LYNDOCH AND RAGLAN**

42 Burnt Bridge Road, PO Box 40
Palmer Rapids, Ontario K0J 2E0
TEL: (613) 758-2061 · FAX: (613) 758-2235

January 8, 2025

The Honourable Doug Ford, Premier of Ontario
Premier's Office
Room 281, Legislative Building, Queen's Park
Toronto, ON M7A 1A1

RE: Child Welfare Funding

Dear Mr. Ford,

Please be advised that at the Regular Council Meeting on January 8th, 2025, Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan passed the following resolution, supporting the resolution from the County of Renfrew.

Resolution No: 2025-01-08-15

Moved by: Councillor Quade

Seconded by: Councillor Banks

"Be it resolved that the Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan support the County of Renfrew's resolution regarding Child Welfare Funding as attached.

AND WHEREAS Council for the Township of Brudenell, Lyndoch and Raglan also formally requests that the Province of Ontario consult with and collaborate with Child Welfare agencies to develop an updated and equitable Child Welfare funding formula and that the newly developed funding formula be structured to ensure an equitable and proportionate distribution that meets the diverse, unique, individual and complex needs of the communities and populations served.

And further that this resolution be forwarded to the, the Honourable Doug Ford, Premier of Ontario, Renfrew Nipissing Pembroke MPP Johan Yakabuski, Association of Municipalities (AMO), Rural Ontario Municipal Association (ROMA), Eastern Ontario Warden's Caucus (EOWC), Eastern Ontario Mayors' Caucus (EOMC), Ontario Association of Children's Aid Societies (OACAS), and all municipalities in Ontario."

Carried.

Sincerely,

A handwritten signature in cursive script that reads "Tammy Thompson".

**Tammy Thompson
Deputy Clerk
Township of Brudenell, Lyndoch and Raglan**

Office of the
County Warden



9 INTERNATIONAL DRIVE
PEMBROKE, ON, CANADA
K8A 6W5
613-735-7288
FAX: 613-735-2081
www.countyofrenfrew.on.ca

November 5, 2024

The Honourable Doug Ford
Premier of Ontario
Legislative Building
Queen's Park
Toronto, ON M7A 1A1
Via email: Premier@ontario.ca

RE: Child Welfare Funding

Dear Premier Ford:

The Council of the Corporation of the County of Renfrew, at their regular meeting on October 30, 2024, passed the following resolution regarding Child Welfare Funding. Council and our community are deeply concerned about the ongoing funding reductions to the child welfare sector. Renfrew County is experiencing a significant rise in complex social challenges within our communities, placing a heavy strain on local resources and hindering our ability to effectively support families in need.

WHEREAS the County of Renfrew and the City of Pembroke have no financial obligations concerning the funding of Child Welfare agencies; and

WHEREAS the Financial Accountability Office in June 2024 identified issues with funding in the Child Welfare sector; and

WHEREAS Family and Children's Services of Renfrew County has experienced a funding cut of \$1.59 million, or 10.8%, over the past ten years; and

WHEREAS Family and Children's Services of Renfrew County was provided planning allocations reflecting a further funding reduction of \$963, 603 over the next two years; and

WHEREAS Family and Children's Services of Renfrew County has achieved administrative efficiencies as a multi-service agency, has implemented various cost mitigation measures, including reductions in staff and services, and has reached a point where further measures could negatively impact children at risk and their families; and

WHEREAS both the County of Renfrew and the City of Pembroke are committed to improving the health and safety of their residents; and

NOW, THEREFORE BE IT RESOLVED that the County of Renfrew and the City of Pembroke formally request the Province of Ontario to consult with and collaborate with Child Welfare agencies to develop an updated and equitable Child Welfare funding formula; and

BE IT FURTHER RESOLVED that the newly developed funding formula be structured to ensure an equitable and proportionate distribution that meets the diverse, unique, individual, and complex needs of the communities and populations served; and

BE IT FURTHER RESOLVED that the Warden of the County of Renfrew and the Mayor of the City of Pembroke be directed to write a letter to Minister Parsa expressing their concerns and request a

meeting in the fall of 2024 or to submit a joint delegation request for the 2025 Rural Ontario Municipal Association (ROMA) conference;

AND THAT this resolution be shared with Premier Doug Ford, Renfrew-Nipissing-Pembroke MPP John Yakabuski, Association of Municipalities of Ontario (AMO), Rural Ontario Municipal Association (ROMA), Eastern Ontario Wardens' Caucus (EOWC), Eastern Ontario Mayors' Caucus (EOMC), Ontario Association of Children's Aid Societies (OACAS), and local municipalities.

A compounding challenge impacting our community is that the County of Renfrew has recently declared a state of emergency in response to the opioid crisis, with our service partner, the City of Pembroke, experiencing overdose death rates per capita that are twice the national average. Family and Children's Services of Renfrew County has been negatively impacted by a funding reduction of \$1.59 million over the past ten years and is facing a further cut of \$963,603 over the next two years. This continued erosion to the investment in our local child welfare agency will jeopardize the safety and wellbeing of vulnerable children and their families. The cuts will diminish the agency's capacity to offer essential support to those with the greatest need within our small and largely rural communities.

The social determinants of health play a critical role in shaping children's wellbeing, influencing their development, educational success, and overall health outcomes. For children in communities with geographic isolation and underdeveloped services such as we experience, these determinants become even more pronounced. In Renfrew County, families often face challenges such as limited access to quality healthcare, mental health support, and educational resources.

The lack of these essential services can result in children experiencing higher rates of chronic illnesses, mental health issues, and developmental delays. Furthermore, many families throughout our region are experiencing economic hardships, which can lead to poor nutrition, unstable housing, and heightened exposure to environmental stressors. Again, I am sure you will agree, all of which negatively impact children's long-term health and wellbeing.

Maintaining consistent funding for our rural agency that provides child protection and essential support services is vital. Without adequate financial support for these critical services, vulnerable children may not receive the interventions they need to develop and thrive. Child protection agencies are essential in safeguarding children from abuse and neglect while helping to address emotional and psychological challenges early in life, setting children on a path to healthier futures.

In an area like Renfrew County with limited clinical and assistive infrastructure, these services often become a lifeline, helping to mitigate the impact of social determinants on child health. Prioritizing funding for these services can help break the cycle of disadvantage, promote healthier environments, and ensure that all children have the opportunity to reach their full potential.

Thank you for your interest in our most vulnerable age group in our community.

Sincerely,



Peter Emon, Warden
County of Renfrew

warden@countyofrenfrew.on.ca



March 27, 2025

The Honourable Arif Virani
Minister of Justice
House of Commons
Ottawa, ON K1A 0A6

Dear Minister Virani:

RE: Motion to amend prior motion presented to Regional Council on February 26, 2025, re: Banning the Nazi Swastika in Canada, to remove references to "Swastika" from the motion and replace them with "Nazi symbols of hate", Our File: C00

**The Regional
Municipality of
Durham**

Corporate Services
Department –
Legislative Services
Division

605 Rossland Rd. E.
Level 1
PO Box 623
Whitby, ON L1N 6A3
Canada

905-668-7711
1-800-372-1102

durham.ca

**Alexander Harras
M.P.A.
Director of
Legislative Services
& Regional Clerk**

As a follow-up to our previous correspondence sent on February 28, 2025, please be advised that the Council of the Region of Durham, at its meeting held on March 26, 2025, adopted the following recommendations of the Finance & Administration Committee:

- A) That subject to a 2/3rds majority vote, the resolution with respect to Banning the Nazi Swastika in Canada, adopted at the February 26, 2025 Regional Council meeting, be reconsidered; and
- B) That subject to Part A) being approved, that the resolution be amended to replace all references to Nazi swastika(s) with the words "Nazi symbols of hate", and make any necessary associated grammatical revisions.

For your reference, the resolution now reads as follows:

"Whereas in recent years, Nazi iconography has surfaced with alarming frequency in the public sphere, used by an increasing number of groups and individuals to promote hate and instill fear within Canadian society; and

Whereas since the atrocities of WWII, the Nazi hakenkreuze, has become universally synonymous with systematic violence, terror and hate. Its growing presence in our country poses a threat to every single Canadian citizen, undermining the core values of equality, diversity, and inclusion that define our nation, and

Whereas eighteen countries have already taken action to ban these symbols, it is imperative that Canada follow suit;

Therefore be it resolved, that Durham Region Council supports B’Nai Brith’s call to the Government of Canada to pass legislation banning, with exceptions for certain educational and artistic purposes, the public display of Nazi symbols of hate and iconography, including the Nazi hakenkreuze. Specifically, demanding that the Government of Canada immediately:

1. Ban the Nazi hakenkreuze
2. Ban all Nazi symbols of hate and iconography

Durham Region Council agrees that the people of Canada are counting on the federal government to ensure a future free from hate, where every Canadian is protected, valued, and respected; and

That a copy of this motion is sent to all Canadian Municipalities.”

Alexander Harras

Alexander Harras, M.P.A.
Director of Legislative Services & Regional Clerk
AH/tf

c: B’nai Brith Canada
All Canadian Municipalities

March 12, 2025

VIA EMAIL

The Hon. Doug Ford
Legislative Building
Queen's Park
Toronto ON M7A 1A1
premier@ontario.ca

Dear Premier Ford

Re: Motion to Request Landlord Tenant Reforms

At its Regular Meeting of Council held on Tuesday, March 4, 2025, the Town of Bradford West Gwillimbury Council approved the following resolution:

Resolution 2025-79
Moved: Councillor Giordano
Seconded: Councillor Dykie

WHEREAS Ontario has expanded the accessory dwelling unit (ADU) framework to address the housing supply crisis, which includes the need to balance the interests of both tenants and small-scale landlords;

WHEREAS small-scale landlords may face financial strain when tenants withhold rent in bad faith, and delayed dispute resolution systems can result in undue hardship for landlords, while also affecting tenants' security and well-being;

WHEREAS it is crucial to support the development of legal ADUs and secondary rentals while ensuring tenants' rights are respected and upheld;

WHEREAS proposed reforms could include:

- Accelerating dispute resolution for ADUs and secondary rentals at the Landlord and Tenant Board (LTB) within 30 days, ensuring fairness for both tenants and landlords
- Introducing mediation services to resolve disputes quickly and amicably, reducing reliance on lengthy hearings
- Providing both landlords and tenants with enhanced tools for clear communication, such as standardized rental agreements and better screening practices

- Strengthening protections for tenants against unfair eviction while enforcing stricter penalties for tenants withholding rent in bad faith
- Ensuring law enforcement access to properties only under appropriate circumstances, respecting tenants' rights while supporting landlords in the resolution of unpaid rent issues
- Establishing a hardship relief fund for landlords impacted by unpaid rent, while ensuring tenants are also supported in cases of financial distress
- Offering free or low-cost legal assistance to both landlords and tenants to navigate disputes fairly.

NOW THEREFORE BE IT RESOLVED that the Town of Bradford West Gwillimbury Council requests the provincial government to look at ways to implement these balanced reforms that protect both small-scale landlords and tenants, ensuring fairness in the rental market; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to Premier Doug Ford, our local Member of Provincial Parliament, President of the Association of Municipalities of Ontario, Minister of Municipal Affairs and Housing, Attorney General, and all Ontario municipalities to support the creation of balanced protections for both landlords and tenants

CARRIED.

Thank you for your consideration of this request.

Regards,



Tara Reynolds
Clerk, Town of Bradford West Gwillimbury
(905) 775-5366 Ext 1104
treynolds@townofbwg.com

CC: President of Association of Municipalities of Ontario, Robin Jones - resolutions@amo.on.ca
Hon. Paul Calandra, Minister of Municipal Affairs and Housing - minister.mah@ontario.ca
Hon. Doug Downey, Attorney General - attorneygeneral@ontario.ca
All Ontario Municipalities

February 20, 2025

Honourable Doug Ford, Premier of Ontario
Via Email

Re: Ontario Deposit Return Program

Please be advised that Council of the Town of Halton Hills at its meeting of Monday, February 10, 2025, adopted Resolution No. 2025-0025 regarding Support for the Town of Bradford West Gwillimbury regarding Ontario Deposit Return Program.

Attached for your information is a copy of Resolution No. 2025-0025.

Respectfully,



Melissa Lawr, AMP
Deputy Clerk – Legislation

cc. Honourable Andrea Khanjin, Minister of Environment, Conservation and Parks
Honourable Peter Bethlenfalvy, Minister of Finance
Association of Municipalities of Ontario (AMO)
Honourable Ted Arnott, MPP Wellington – Halton Hills
Leaders of the Opposition Parties
All Municipalities in Ontario



TOWN OF
HALTON HILLS

THE CORPORATION
OF
THE TOWN OF HALTON HILLS

Resolution No.: 2025-0025

Title: Ontario Deposit Return Program

Date: February 10, 2025

Moved by: Councillor C. Somerville

Seconded by: Councillor J. Fogal

Item No. 12.1

WHEREAS the Ontario Deposit Return Program has successfully incentivized the recycling of alcoholic beverage containers;

AND WHEREAS ON September 20, 2024 the Town of Bradford West Gwillimbury issued a letter endorsing the expansion of the Ontario Deposit Return Program to include nonalcoholic beverage containers;

AND WHEREAS Halton Hills has always shown a leadership role in environmental matters including, passing in 2005, asking the province to create a deposit and return system for wine and liquor bottles;

NOW THEREFORE BE IT RESOLVED THAT the Council for the Town of Halton Hills hereby supports the letter dated September 20, 2024, by the Town of Bradford West Gwillimbury, regarding the Ontario Deposit Return Program;

AND FURTHER THAT a copy of this resolution be sent to the Premier of Ontario, Doug Ford; Minister of Environment, Conservation and Parks, Andrea Khanjin; the Minister of Finance, Peter Bethlenfalvy; the Association of Municipalities of Ontario (AMO); MPP Ted Arnott; Leaders of the Opposition Parties; and all Ontario Municipalities.

Mayor Ann Lawlor

September 20, 2024

BY E-MAIL

Hon. Andrea Khanjin, Minister of the Environment, Conservation and Parks
5th Floor
777 Bay St.
Toronto, ON M7A 2J3

Dear Minister Khanjin:

Ontario Deposit Return Program

I hope this letter finds you well. I am writing to formally address the recent discussions surrounding the Ontario Deposit Return Program, particularly regarding our community residents asking us about the recycling of nonalcoholic beverage plastics.

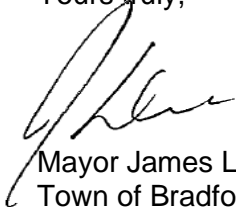
Whereas the Ontario Deposit Return Program has successfully incentivized the recycling of alcoholic beverage containers, resulting in the removal of over 204,000 tonnes of greenhouse gas emissions, we recognize the potential for similar success with nonalcoholic beverages.

The Ministry of the Environment, Conservation and Parks highlighted in their June 2023 letter that they are considering the adoption of a deposit-and-return system for nonalcoholic beverages. This initiative presents a unique opportunity to further promote recycling, reduce litter, and encourage sustainable practices among consumers.

Therefore, I am proud to announce that our Council endorses the expansion of the Ontario Deposit Return Program to include nonalcoholic beverage containers. We believe that this expansion will not only enhance environmental stewardship but also foster a culture of sustainability within our community.

We encourage all stakeholders to support this initiative and work collaboratively towards its implementation. Together, we can make a significant impact on our environment and set a positive example for future generations.

Yours truly,



Mayor James Leduc
Town of Bradford West Gwillimbury

CC:

Hon. Peter Bethlenfalvy, Minister of Finance
Hon. Caroline Mulroney, Member of Provincial Parliament for York-Simcoe
MPP Sandy Shaw, Opposition Environment, Conservation and Parks Critic
Ontario's Municipal Councils and Conservation Authorities

Council Members

Mayor Neil Nicholson
Deputy Mayor Cathy Regier

Councillors:
Mark Bell
Michael Moore
Chris Olmstead
Connie Tabbert
Joey Trimm

Certified True Copy

Tuesday, March 25, 2025

Re: Resolution - Deposit Return Program

Dear Honourable Todd McCarthy,

At its meeting of March 5, 2025, the Council of the Township of Whitewater Region adopted the following resolution:

That Council of the Township of Whitewater Region support the letter dated September 20, 2024 by the Town of Bradford West Gwillimbury, regarding the Ontario Deposit Return Program; and further that a copy of this Resolution be sent to the Minister of the Environment, Conservation and Parks; the Minister of Finance; the Association of Municipalities of Ontario (AMO); our local Member of Provincial Parliament (MPP); and all Ontario Municipalities.

Carried - Resolution #2025-5273

Sincerely,

(613) 646-2282



P.O. Box 40,
44 Main Street
Cobden, ON
K0J 1K0



Carmen Miller
Clerk/CEMC



whitewaterregion.ca

From: Swet, Gandhi <swet.ghandi@firehousesubs.com>
Sent: Monday, March 17, 2025 3:26 PM
To: Jeff Wormington <jwormington@goderich.ca>
Subject: Request for Permission to Use Goderich Fire Department Logo in Mural Art

This is the first email you've received from this external sender.

Do not click links or open attachments unless it is an email you expected to receive.

Dear Chief Jeff and Esteemed Members of the Goderich City Council,

I hope this message finds you well. My name is Swet Gandhi, and I am reaching out on behalf of Firehouse Subs, a restaurant dedicated to serving delicious food while honoring and supporting local fire departments.

We are excited to announce our plans to open a new Firehouse Subs location in Goderich. As part of our commitment to celebrating the local community and its heroes, we envision incorporating a mural in our restaurant that pays tribute to the Goderich Fire Department.

This mural would not only enhance the ambiance of our restaurant but also serve as a constant reminder of the brave men and women who serve our community. To make this tribute truly representative, we kindly request permission to use the Goderich Fire Department logo in the mural art.

We believe that this partnership will foster a strong connection between our restaurant and the local fire department while promoting community spirit. We are open to discussing any guidelines or restrictions you may have regarding the use of the logo.

Thank you for considering our request. We are enthusiastic about the possibility of working together and would be happy to meet to discuss this in further detail.

Warm regards,
Swet Gandhi
Owner
Firehouse Subs
Goderich
416-710-3421

The information contained in this message may be proprietary, confidential or trade secret and may be legally privileged. The message is intended solely for the addressee(s). If you are not the intended recipient, you are hereby notified that any use, dissemination, disclosure or reproduction is strictly prohibited and may be a violation of law. If you are not the intended recipient, please contact the sender by return e-mail and destroy all copies of the original message.

Jokey North America, Inc.

150 Mitchell St
Goderich, On
N7A 3X8
519-524-9890



March 25, 2025

To whom it may concern,

Jokey North America Inc is an injection molding company that produces ridged plastic packaging primarily for the food, ice cream, chemical, and alcohol industries. Jokey is one of the largest employers in the region, employing 120 people in Goderich and the surrounding area. Greater than 50% of Jokey North America's production ships to the United States of America. While we unequivocally support the protection of Canadian sovereignty, the proposed counter tariffs will have a crippling impact on our ability to produce and sell our product. 100% of our polypropylene (our primary raw material) is imported from the USA and is subject to a 25% counter tariff under HS Codes 3902.10.00 and 3902.30.00. While we can source from other countries, the increased lead times, cost, and environmental impacts will have similar debilitating effects on our ability to remain in business as the tariff.

We are seeking a remission from the proposed counter tariffs to maintain the livelihood of our 120 employees. We are a proud living wage employer with an annual payroll of nearly \$7,000,000. We invest heavily in the training and development of our team as well as sponsoring local youth and contributing to a variety of local causes the assist our community with food security, mental health, and housing.

A business impact as large as what is proposed could lead to a devastating layoff possibility of 50% of our full-time staff. We also source several of our services (IT, electrical, plumbing etc.) from local business with an annual spend of nearly \$1,000,000.

We have been a proud member of this community for over 20 years and want nothing more than to remain and grow here.

We ask that you provide a letter of support and assist us in securing a tariff remission.

Sincerely,

Paul McInnis
President, Jokey North America Inc.

Jokey North America, Inc.

150 Mitchell St
Goderich, On
N7A 3X8
519-524-9890



Addendum

Jokey North America Inc is a member of the Jokey Group, which is a German based, family-owned business. Listed below is some information regarding Jokey as a whole.

Facts and Figures

- Founded in 1968 in Wipperfurth, Germany
- 14 Plants in 11 countries
- Over 2100 employees from 48 nations
- 7000 customers in 86 countries
- 580 Injection Molding Machines
- 501 In-mold-labeling robots
- In the year of 1990 - First bucket made of 100% recycle
- Jokey North America opened for production in 2004 in Goderich Ontario

Our Values

Down-to-Earth Attitude

Jokey is traditional and modern; a global player and regionally committed. We reinvest our profits. Our high equity ratio gives us stability in volatile markets - and agility when it comes to innovation, quality, service and sustainability.

Respectful Honesty

We communicate openly, honestly and transparently. We regard feedback as an incentive to improve. By respectful honesty we open new creative possibilities for our employees. And we are a trustworthy partner to our customers, partners and stakeholders.

Quality and Competence

Every day and everywhere, we strive for quality and competence. It begins with simple things as thoroughness and order and extends to the continuous development of the professional and personal competence of every employee, every manager and every shareholder.

Ecological and Social Responsibility

As a family business, we take our responsibility towards people and nature very seriously: as a safe and crisis-proof employer, as a guarantor for a sustainable business policy, as a pioneer for sustainable packaging, and a participant in shaping the ecological balance.

March 10, 2025

Dear Mayor Bazinet and Members of Goderich Town Council,

I want to begin by thanking you for your continued work and dedication to our community. Having served on Goderich Town Council in the past, I understand the challenges that come with making decisions that impact the town. With that in mind, I feel it's important to address a recent decision that raises significant concerns for me.

The decision to introduce paid parking at the Maitland Valley Health Centre (MVHC) has caused me to reflect on its potential financial and social impacts on the residents of Goderich. After reviewing the staff report provided to council, I was concerned to see that there was no consideration of how this decision might affect community members, especially those on lower or fixed incomes.

Some have said the fee is small, and one council member even referred to it as "low cost for users" in a social media post. While this may be true for some, it's important to remember that even a small fee can create a barrier for residents already struggling financially. The Canadian Medical Association Journal has pointed out that "parking fees are a barrier to health care and add avoidable stress to patients who have enough to deal with." The article goes on to describe parking fees as "user fees" that can prevent people from accessing health care. (Kale 2011) This is a real concern, and I respectfully ask whether council received a report addressing these potential barriers before making the decision. Based on conversations I've had with residents; this new fee will create a financial hardship for some and may even discourage them from seeking necessary medical care. I urge council to address this concern and explain how they will ensure that a financial barrier won't prevent people from seeking medical care in our community.

My second concern is with the process by which this decision was made. The report was presented, discussed, and decided upon in a single meeting, with only about ten minutes of discussion. Given the significance of this decision, I believe council would have benefited from seeking input from residents before finalizing it. In the past, council has requested public feedback before making major decisions, such as the downtown revitalization, garbage pick up, and the Memorial Arena project. However, with the paid parking decision at MVHC, residents had no opportunity to provide input before the vote, as the decision was made before the part of the agenda that allows for public comments.

In my experience, important decisions like this typically involve receiving a staff report, having an initial discussion, and then referring the matter to a future council meeting which would allow for public engagement. This approach was used when the former council implemented paid parking at the beachfront, and as a result, the decision was made to offer two free parking passes to Goderich residents. Public input helps council and staff consider perspectives they may not have thought of otherwise.

Since the decision was made, many questions have come up, including concerns about drop-offs, taxis, people attending clinics multiple times a day, and short visits for dropping off paperwork. Some council members have responded by saying, "we will have to look into this" or "these are

questions we will raise as we move through the implementation process." However, these issues should have been addressed before the decision was made, not after. If more time had been spent on the decision-making process, with input from the community, many of these questions could have been answered or resolved before a vote was taken.

Lastly, I would appreciate clarification on how the revenue from this initiative will be allocated. When the council introduced paid parking at the beachfront, the revenue was earmarked to support the beachfront. Recently, I've heard some council members suggest that the paid parking at the Health Centre is related to rising healthcare costs. This raises the question: will the revenue from the parking fee go directly to healthcare-related expenses, or will it be absorbed into the general budget? It's important to have a clear and transparent plan for how these funds will be used, particularly to ensure that when expansion or further investment is needed at the Maitland Valley Health Centre, resources are available to support it. Without clear direction, there is a risk that these funds could be used for general operating expenses rather than the intended purpose.

Thank you for your time and consideration of these concerns. I bring them up not to criticize, but out of a genuine desire to ensure that decisions are made with the full participation of the community and careful consideration of their impact on all residents. I look forward to your response and continued dialogue on this important issue.

Sincerely,

A handwritten signature in black ink, appearing to read 'Stephen Tamming', with a long horizontal flourish extending to the right.

Stephen Tamming
342 Eldon Street
Goderich, Ontario
N7A 4A8

Reference

Kale, R. (2011). Parking-centred health care. *Canadian Medical Association Journal*, 184(1), 11–11. <https://doi.org/10.1503/cmaj.111846>

From: Marie Greer-King <mgreerking@gmail.com>
Sent: Friday, March 14, 2025 1:13:47 p.m.
To: Mayor Trevor Bazinet <tbazinet@goderich.ca>
Cc: Leah Noel <lnoe@goderich.ca>; Randy Carroll <rcarroll@goderich.ca>; Liz Petrie <lpetrie@goderich.ca>; Allison Segeren <asegeren@goderich.ca>; John Thompson <jthompson@goderich.ca>; Vanessa Kelly <vkelly@goderich.ca>
Subject: Paid Parking at MVMC

This is the first email you've received from this external sender.

Do not click links or open attachments unless it is an email you expected to receive.

Hello Mr Mayor and councillors,

I am writing today to express my concerns re: the decision to implement paid parking at the MVMC parking lot that was passed at the February 24, 2025 council meeting.

I am a NP and employee at AMGH. I work in the prenatal clinic, mental health inpatient unit, and emergency departments.

First of all, I think we would all agree that the town of Goderich and its citizens need to continue to advocate for adequate health care funding from the province of Ontario and the federal government. We realize that our healthcare system has been underfunded in many ways and some of the gaps in funding have fallen on municipalities to make up the shortfall.

I, however, feel we need to be careful on how we make up that shortfall. I am concerned that the implementation of paid parking at the MVMC parking lot will disadvantage some of our most vulnerable populations in Goderich and area (seniors, mental health and addictions, lower income citizens). While some urban municipalities have implemented paid parking at healthcare facilities, I think it is important to note that urban areas have access to more public transit opportunities.

I watched the video of the meeting of February 24 and reviewed the minutes and still have the following questions/concerns:

1. Will the whole parking lot be paid? Where will the arm be? Will there be staff available to assist with payment/troubleshooting as some seniors and other people have difficulties with electronic payment systems.
2. Will there be a drop off area to facilitate care providers/support persons/patient transfer services/taxis to transfer patients to MVMC or Dynacare? What about ambulances? We often get an ambulance from MVMC at the AMGH ER.
3. Will there be a grace period in the parking lot to facilitate drop off/pick up or short visits? For example, if you leave within 15 minutes of arriving, you don't need to pay.
4. Have you considered the impact on street, local business (Michael's Pharmacy) and hospital parking? I think if people don't want to pay, they will park in the free

parking and that could inhibit our patients from finding parking/accessing care at AMGH, or filling a prescription, accessing Ontario Health @ Home central clinic (above Michael's) or even people having access to their own property (if they live in the hospital/clinic vicinity). What steps will be taken to ensure that people will have access to these essential services?

5. Some of our patients require weekly or monthly visits to MVMC (for blood work/tests, appointments with social work or dietitian or nursing or primary care provider). Have you considered the cost to them (especially if they require priority parking due to medical issues)? \$3 a week x 52 weeks a year = \$ 156 per year on a fixed income is difficult for many.
6. Thank you for the incentive to walk to work! While this would be a lesser concern for me as I live in town and can walk to work, other staff that work at MVMC may have to pay for parking at a cost of \$3 per day x 5 days a week x 50 weeks a year (taking into account 2 weeks vacation) at a cost of \$750 per year. Will there be special rates for staff/physicians?
7. Have you considered other paid parking site options? For example, the square/downtown? The YMCA?

I appreciate the opportunity to reach out to all of you with my concerns. I'm hoping that as the details are worked out, that many of these concerns will be answered and realize that this is a work in progress. I would also ask that you reconsider this decision, if at all possible.

Thank you for your time and consideration.
Sincerely,
Marie Greer-King, NP-PHC



THE CORPORATION OF THE TOWN OF GODERICH

BY-LAW NO. 41 OF 2025

**BEING A BY LAW TO AUTHORIZE AN AGREEMENT FOR THE OPERATION OF A
COMMUNITY RECYCLING CENTRE AND TO REPEAL BY-LAW 55 OF 2018**

WHEREAS Central Huron is the owner of the lands described in Schedule “A” hereto, which lands contain the Mid-Huron Landfill (the “Landfill”);

AND WHEREAS Goderich, Central Huron and Huron East have each been parties to an Agreement for the operation of the Landfill;

AND WHEREAS the Landfill is scheduled to reach its capacity by the end of June, 2018 and is thereafter scheduled for closing;

AND WHEREAS the Parties wish to jointly develop a plan for the operation of a community Recycling Centre (the “Recycling Centre”) on a portion of the Landfill site, such centre to include a hazardous waste and e-waste depot;

AND WHEREAS the parties to this Agreement are proceeding with this Agreement on the understanding there may be changes that occur in the operation of the site in the future and it may be necessary to change the contents and terms of this Agreement, as determined by the Board.

AND WHEREAS at the February 11, 2025, Mid Huron Recycling Board meeting, the Board agreed that the costs for maintenance and upgrading of the facility will be shared based on the previous 5-year average of metric tonnes (MT) residents of each participating municipality have deposited at the site, in compliance with standard accounting practices.

NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWN OF GODERICH ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be hereby authorized to sign the Agreement for the operation of a community Recycling Centre on a portion of the Landfill Site.
2. That By-Law 55 of 2018 be hereby repealed.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 7TH DAY
OF APRIL, 2025.**

MAYOR, Trevor Bazinet

CLERK, Andrea Fisher

AGREEMENT

This Agreement made this 7th day of April, 2025

B E T W E E N:

THE CORPORATION OF THE TOWN OF GODERICH
(hereinafter "**Goderich**")

OF THE FIRST PART

-and-

**THE CORPORATION OF THE MUNICIPALITY OF
CENTRAL HURON**
(hereinafter "**Central Huron**")

OF THE SECOND PART

-and-

**THE CORPORATION OF THE MUNICIPALITY OF
HURON EAST**
(hereinafter "**Huron East**")

OF THE THIRD PART

WHEREAS Central Huron is the owner of the lands described in Schedule "A" hereto, which lands contain the Mid-Huron Landfill (the "Landfill");

AND WHEREAS Goderich, Central Huron and Huron East have each been parties to an Agreement for the operation of the Landfill;

AND WHEREAS the Landfill is scheduled to reach its capacity by the end of June, 2018 and is thereafter scheduled for closing;

AND WHEREAS the Parties wish to jointly develop a plan for the operation of a community Recycling Centre (the "Recycling Centre") on a portion of the Landfill site, such centre to include a hazardous waste and e-waste depot;

AND WHEREAS the parties to this Agreement are proceeding with this Agreement on the understanding there may be changes that occur in the operation of the site in the future and it may be necessary to change the contents and terms of this Agreement, as determined by the Board.

NOW THEREFORE IN CONSIDERATION of the provisions and covenants of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

BOARD OF MANAGEMENT

1. The Parties hereby establish a Board of Management (the "Board") to oversee the establishment and operation of the Recycling Centre.
2. The Board will consist of a total of three members, one member appointed by the Council of each of the Parties.
3. The terms of the appointment of each member of the Board will coincide with the term of the appointing Council.
4. The Chair of the Board will be the member of the Board appointed by Central Huron. The term of the appointment of the Chair will be the term of Council.
5. Goderich will provide to the Board such administrative services and administrative staff as may be required by the Board to conduct the operation of the Recycling Centre. Costs incurred by Goderich in providing such services and staff will be apportioned equally among the Parties.

6. The Administrator of the Town of Goderich will be appointed to act as Secretary to the Board.

OPERATIONS

7. The Recycling Centre will accept the following waste products: tires, shingles, clean wood products, white goods, e-products, electrical waste and hazardous waste, as well as such additional recyclable products as may be approved by the Board from time to time.
8. Central Huron, as owner of the Lands will apply for and obtain all permits and approvals necessary for the establishment and operation of the Recycling Centre. The cost for obtaining such permits and approvals will be shared equally by the Parties.
9. The Board shall prepare a budget for each year and shall include therein the estimated revenue and expenditures for the ensuing year. The budget shall be submitted to each Council of the parties on or before the 14th day of February in each and every year and each Council shall provide direction and input on the budget or approve the budget as submitted by March 15th in that year. The budget shall be deemed to have been approved if the majority of the Councils approve the budget. If one or more Councils have not responded to the Board by March 15th, those Councils shall be deemed to have approved the budget as submitted or amended.
10. Costs for depositing and handling of recycled materials delivered to the Centre will be charged on a per tonnage tipping fee basis. This tipping fee will be agreed to by the Councils as part of their budget approval.
11. Any costs of the Recycling Centre not covered by the tipping fee will be shared equally by the Parties based on the annual budget to be approved by the Board and determined by reconciliation of these excess expenses at year-end. The proportionate share of these costs to be borne by each party will be reviewed at the end of the first year of operation of the Recycling Centre and annually thereafter by the Councils with the issue to be determined by a majority vote of the Councils.
12. All professional costs, including but not limited to legal and engineering costs to plan for and construct the Recycling Centre will be shared equally among the Parties.
13. Capital asset costs determined in accordance with generally accepted accounting principles for local governments will be shared based on the relative proportion of the previous 5-year average of metric tonnes (MT) that residents of each participating municipality have deposited at the site.

TERMINATION

14. If one of the Parties, at any time, wishes to pursue other alternatives for recycling of their waste, that Party will provide the other Parties with six (6) months' Notice of intention to do so. The termination of the involvement of that Party will commence on a date that is six (6) months' after the date of delivery of the Notice to the last of the other Parties.

TRANSFER STATION

15. If, at any time, one or more of the Parties wishes to expand the Recycling Centre by establishing and constructing a Transfer Station structure on the Lands, any decision to do so will require the approval of two of the three Parties to this Agreement, one of which must be Central Huron as the owner of the Lands.
16. If the Parties decide to construct and operate a Transfer Station structure on the Lands, and that decision is not unanimous, the Party not wishing to proceed with a Transfer Station structure will not be obligated to participate in its construction or operation or in the costs of such construction and operation.

MID-HURON LANDFILL AGREEMENT

17. This Agreement does not relieve any of the Parties to the original Mid-Huron Landfill Agreement of their obligations for perpetual care, payment of taxes and other expenses related to or as a result from the closure of the Landfill.

INSURANCE

18. The Board shall provide adequate insurance coverage as determined by Board from time to time.

INDEMNIFICATION

19. The Parties hereto shall indemnify Central Huron against all liability, costs, fines, suits, claims, demands, action and causes of action of any kind for which Central Huron as the host Municipality may become liable by reason of this Agreement or any action taken hereunder. The Parties, including Central Huron, shall be jointly liable for all such liabilities, costs, fines, suits, claims, demands, actions and causes of action.

ARBITRATION

20. If the Parties hereto are unable to agree on any matter intended to be governed by this Agreement, then upon written Notice to the other Parties, any Party may demand that the matter be submitted to arbitration pursuant to the *Arbitrations Act (Ontario)*. The decision of the arbitrator or arbitrators shall be final and binding on the Parties.
21. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

NOTICE

22. Any Notice required pursuant to the provisions shall be in writing and shall be served personally, by registered mail or electronically upon the Municipal Clerk of the other Parties hereto as follows:
- a. The Town of Goderich
Attention: Clerk
57 West Street
Goderich, ON N7A 2K5
 - b. The Municipality of Central Huron
Attention: Clerk
23 Albert Street
P.O. Box 400
Clinton, ON N0M 1L0
 - c. The Municipality of Huron East
Attention: Clerk
72 Main Street South
P.O. Box 610
Seaforth, ON N0K 1W0
23. If Notice is served by registered mail, the Notice shall be effective on the fifth day after the document is mailed.
24. This Agreement may be executed by the parties in counterparts and may be delivered by facsimile or other means of electronic communication and all such counterparts, taken together, shall constitute one and the same document.

~ signature page follows ~

SIGNED, SEALED AND DELIVERED THIS 7TH DAY OF APRIL, 2025

**THE CORPORATION OF THE TOWN OF
GODERICH**

Per: _____
Mayor, Trevor Bazinet

Per: _____
Clerk, Andrea Fisher

We have authority to bind the Corporation

**THE MUNICIPALITY OF CENTRAL
HURON**

Per: _____
Mayor

Per: _____
Clerk

We have authority to bind the Corporation

THE MUNICIPALITY OF HURON EAST

Per: _____
Mayor

Per: _____
Clerk

We have authority to bind the Corporation

SCHEDULE "A"

PROPERTY DESCRIPTION

PT LT 13 HURON ROAD CON GODERICH; PT LT 14 HURON ROAD CON GODERICH
S/T R266047; S/T R2765758; PT LT 15 HURON ROAD CON GODERICH PTS 1, 2, 3, 4, 5, 6
& 14, 22R2890 & PT 1, 22R3147 T/W R266046; S/T GD12281; MUNICIPALITY OF
CENTRAL HURON



THE CORPORATION OF THE TOWN OF GODERICH

BY-LAW NO. 42 OF 2025

BEING A BY-LAW TO REGULATE AND TO PROMOTE RESPONSIBLE ENJOYMENT AND USE OF MUNICIPAL PARKS AND FACILITIES IN THE TOWN OF GODERICH AND TO AMEND BY-LAW 98 OF 2020

WHEREAS pursuant to the provisions contained in Section 11 of the Municipal Act 2001, c. 25 provides that a municipality may pass by-laws respecting matters within the sphere of jurisdiction of culture, parks, recreation and heritage;

AND WHEREAS the Council of the Corporation of the Town of Goderich considers it appropriate to pass such a by-law to regulate and control the use of public parks and facilities;

AND WHEREAS upon review by the Ministry of the Attorney General to approve set fines as outlined in By-Law 98 of 2020 the following revisions to said bylaw are required.

NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWN OF GODERICH ENACTS AS FOLLOWS:

1. That the following definition in Section 1. DEFINITIONS be added as follows:

“Handbill” means a small, printed advertisement or other notice distributed by hand.

2. That the following wording in Section 18.14 PROHIBITIONS that currently reads as follows:

18.14 Special events requiring the use of shade tents larger than 10 sq. metres requires a permit from the Chief Building Official and be authorized by the Director of Operations. Permits are under the discretion of the Chief Building Official dependent on the duration and location of the tent.

3. Be replaced to read as follows:

18.14 Special events requiring the use of shade tents larger than 10 square meters require a permit from the Chief Building Official and must be authorized by the Director of Operations. Permits are under the discretion of the Chief Building Official dependent on the duration and location of the tent. No person shall erect such tent without a permit.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 7TH DAY
OF APRIL 2025.**

MAYOR, Trevor Bazinet

CLERK, Andrea Fisher



**THE CORPORATION OF THE TOWN OF GODERICH
BY-LAW NO. 43 OF 2025**

**BEING A BY-LAW TO REGULATE TRAFFIC IN THE TOWN OF GODERICH
AND TO CONTROL AND REGULATE THE USE OF STREETS AND
BOULEVARDS IN SAID TOWN AND TO REPEAL 34 OF 2025**

WHEREAS pursuant to the provisions of the Municipal Act, R.S.O. 1980, Chapter 302, and the Highway Traffic Act, R.S.O. 1980, Chapter 198, Councils of local municipalities may pass by-laws regulating traffic on the streets within the said municipalities and controlling and regulating the use of the said streets and boulevards appurtenant thereto;

AND WHEREAS upon review by the Ministry of the Attorney General to approve set fines as outlined in By-Law 34 of 2025, some revisions to said bylaw were required and are incorporated below.

NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWN OF GODERICH ENACTS AS FOLLOWS:

**PART 1
INTERPRETATION**

1. In this by-law,
 - a) **Angle parking-** is defined as parking a vehicle on an angle, usually at 45 degrees to the curb, or as defined by road markings;
 - b) **Accessible parking permit-** means a permit which is issued under the Highway Traffic Act and is currently valid or a permit or other marker or device which is issued by another jurisdiction that is currently valid and recognized under the Highway Traffic Act and the regulations there under;
 - c) **Authorized emergency vehicle-** includes any ambulance or hearse, any vehicle of the Fire Department or of the local, provincial or federal police, any vehicle operated by or for the Corporation of the Town of Goderich, or any public utility company or telegraph company while engaged in the construction, maintenance or repair of a street or of any equipment or facilities therein, and a snow plow or other maintenance vehicle of the Ministry of Transportation and Communications;
 - d) **Bicycle-** includes a tricycle, unicycle, and a power assisted bicycle, but does not include a motorized bicycle;
 - e) **Boulevard-** means and includes all such parts of the street as are situate between the curb or edge of the roadway and the nearest limit of the street, exclusive of the area covered by a public sidewalk;
 - f) **Chief Administrative Officer-** refers to a person duly appointed by the Town of Goderich
 - g) **Corner-** with reference to a street intersection, means the point of intersection of the curbs;
 - h) **Council-** means the Council of the Corporation of the Town of Goderich;

- i) **Crosswalk**
 - i. that part of a highway at an intersection that is included within the connections of the lateral lines of the sidewalks on opposite sides of the highway measured from the curbs or, in the absence of curbs, from the edges of the roadway;
 - ii. any portion of a roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by signs or by lines or any other markings on the surface;
- j) **Curb-** includes the edge of a roadway, whether marked physically by a curb or not;
- k) **Director of Community Services, Infrastructure and Operations-** refers to a person duly appointed by the Town of Goderich, who is responsible for the design, construction and maintenance of the municipal road system, sewers, waterlines and landfill operations;
- l) **Driver -** means a person who drives a vehicle on a highway;
- m) **Electric vehicle-** means any vehicle that is partially or entirely propelled by electricity and plugs in to recharge;
- n) **Electric vehicle charging station-** means any facility or equipment on municipal property that is used to charge the battery or other energy storage device of an electric vehicle;
- o) **Electric vehicle parking space-** means a parking space, the use of which is for the purpose of charging a battery or other energy storage device of an electric vehicle;
- p) **Gross weight-** means the combined weight of the vehicle and its load;
- q) **Heavy truck -** means any commercial motor vehicle having a rated gross weight in excess of 5 tons (5000 kilograms) according to the current permit or vehicle registration which has been issued under the Highway Traffic Act, or its foreign equivalent for such vehicle, regardless of the actual weight of such vehicles, but does not include an ambulance, or any vehicle of a police or fire department, public utility emergency vehicles actually engaged in works undertaken for or on behalf of the Corporation, or a privately owned vehicle driven to or from the owner's residence, or a school bus used in the transportation of children or persons with accessibility issues;
- r) **Highway or street-** includes a common and public highway, street, avenue, parkway, roadway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof;
- s) **Intersection-** means the area embraced within the prolongation or connection of the later curb lines or, if none, then the lateral boundary lines of two or more highways that join one another at an angle, whether or not one highway crosses another;
- t) **Motor vehicle-** includes an automobile, a motorcycle, a motor assisted bicycle, and any other vehicle propelled or driven otherwise than by muscular power, but does not include a street car or other motor vehicle running only upon rails, a power assisted bicycle, a motorized snow vehicle, a traction engine a farm tractor, a self-propelled implement of husbandry or a road building machine;
- u) **Motorized snow vehicle-** means a self-propelled vehicle designed to be driven primarily on snow;
- v) **Municipal Law Enforcement Officer-** means a person who has been duly appointed by Council to enforce the By-Laws of the Municipality;
- w) **One way street-** means a street upon which vehicular traffic is limited to movement in one direction;
- x) **Parking space-** means a part of a street designated by this by-law as a place for the parking of a vehicle;

- y) **Park or Parking-** means the standing of a vehicle, whether occupied or not, except when standing temporarily for the purpose and while engaged in loading or unloading merchandise or passengers;
- z) **Pedestrian-** means a person afoot, invalids and children in wheeled carriages or on a play vehicle;
- aa) **Public lane or Public alley-** means a lane or alley shown on a registered Plan of Subdivision, except where there has been no sale of any land in accordance with such plan, and includes any other lane or alley belonging to the Corporation;
- bb) **School bus-** means a bus that is used for the transportation of children and/or persons with accessibility needs, and which meets the provisions of the Highway Traffic Act and bears on the front and back the words "school bus" and on the rear thereof "do not pass when signals flashing"
- cc) **Traffic-** includes pedestrians, ridden or herded animals, vehicles, bicycles, and other conveyance, either singly or together, while using any street for the purpose of travel;
- dd) **Traffic control device-** means any sign, or roadway curb or sidewalk marking, or other device erected or placed under authority of the municipal council for the purpose of guiding or directing traffic;
- ee) **Trailer-** means any vehicle that is at any time drawn upon a highway by a motor vehicle, except an implement of husbandry, a mobile home, another vehicle, or any device or apparatus not designed to transport persons or property, propelled or moved upon such highway;
- ff) **Vehicle-** includes a motor vehicle, trailer, traction engine, farm tractor, road building machine, bicycle and any vehicle drawn, propelled or driven by any kind of power, including muscular power, but does not include a motorized snow vehicle.

PART II

ENFORCEMENT, SPECIAL SIGNS, TRAFFIC CONTROL DEVICES

1. Obedience to Traffic Regulations

The Ontario Provincial Police and the Municipal Law Enforcement Officer for the Town of Goderich shall enforce the provisions of this by-law.

2. Special Occasion No Parking No Stopping Signs

- a) In the exercise of the power to direct traffic, a police constable acting under the instructions of the Officer in Charge may erect or cause to be erected "No Parking" and "No Stopping" signs in such places and for such temporary periods as may be reasonably necessary or advisable;
- b) The unauthorized use of any police "No Parking" or "No Stopping" signs shall be an offence against the provisions of this by-law;
- c) No unauthorized person shall place, maintain or display upon or in view of any street any sign, marking or device which is or which resembles an official sign or traffic control device, to such a degree that it may be mistaken for an official sign or traffic control device, or which is so located as to interfere with the effectiveness of an official sign or traffic control device;
- d) No person shall without lawful authority move from its proper position or otherwise interfere with any traffic sign.

3. Traffic Control Devices

- a) It shall be the duty of the Director of Community Services, Infrastructure and Operations to cause to be erected and maintained all signs and other traffic control devices required or authorized by statute or by this by-law, and such as are required to warn or guide traffic for the safety or convenience of the public

- b) No person shall drive any vehicle over any painted marking on the roadway where markers are in place to indicate that the paint has been freshly applied, nor shall any person drive over any marker so placed;
- c) Save as may be otherwise more specifically provided in this by-law or The Highway Traffic Act, it shall be an offence against the provisions of this by-law for any person to fail to comply with the directions of any traffic sign or traffic control device.

**PART III
GENERAL TRAFFIC DIRECTIONS**

1. **Lower Speed in Parks-** A speed limit of 30 kilometres per hour for motor vehicles is hereby prescribed for public parks as defined in the Parks By-law.
 - a) **Off-Road Vehicle-** That all Town owned off-road maintenance vehicles be permitted to operate on Town Streets, including any employees or agents performing their duties under the Town of Goderich, including all hydro, cable, gas and telephone utility companies or any other third-party contracts, as required;
2. **Moving Buildings or Other Over-Weight or Over-Size Loads**
 - a) **Permit Required** - No vehicle, load, object or structure in excess of the weight or dimensions prescribed by The Highway Traffic Act may be moved over or upon any street upon wheels, rollers or otherwise, in accordance with a permit in writing which has been first obtained from the Director of Community Services, Infrastructure and Operations:
 - b) **Bond** - No such permit shall be issued by the Director of Community Services, Infrastructure and Operations except to a person who has filed with the Director of Community Services, Infrastructure and Operations a satisfactory bond sufficient to cover the cost of repairing possible injury to the street, and indemnifying the Town of Goderich from all actions, claims, damages, and losses, costs and expenses whatsoever, which may result from the moving of any such vehicle, load, object or structure into, along or across a street, and from the issue of the permit;
 - c) **Permit to be carried** - Every such permit shall be carried by the person in charge of any such vehicle, load, object or structure while same is on the street, or placed in some accessible position and produced on demand of a police constable or by-law officer;
 - d) **Prohibition** - No person shall move upon any street, a load in excess of the weight or dimensions specified in the permit or at any time not authorized by such permit, nor shall any load in excess of the weight or dimensions prescribed by The Highway Traffic Act be moved upon any street or part of a street not authorized by the permit;
3. **Stop Signs** - There shall be erected stop signs at the entrances to the intersections of those streets designated in Column 1 of Schedule 1 and facing the traffic proceeding in the direction indicated in Column 2;
4. **Yield Right-of-Way Signs** - There shall be erected Yield Right-of-Way signs at the entrances to the intersections of those streets designated in Column 1 of Schedule 2 and facing the traffic proceeding in the direction indicated in Column 2;
5. **One Way Streets** - Those streets listed in Column 1 of Schedule 3 are hereby designated for the use of one-way traffic only, in the direction indicated in Column between the limits indicated in Column 2;
6. **Truck Routes - Heavy Traffic**
 - a) No person shall drive or permit to be driven any vehicle included in the definition of heavy traffic on any street other than the streets set out in Schedule 4 hereof;
 - b) Subsection 6 (a) shall not apply where it is necessary to deviate from one of the streets designated in Schedule 4 for the purpose of delivering or receiving goods or other such normal commercial purpose, or when proceeding to or from a garage or

other premises for the housing or repair of the vehicle or when making successive deliveries within a restricted area provided that while proceeding to the first of such deliveries the vehicle shall travel via the shortest route from the nearest street designated in Schedule 4 and on the completion of such purposes the vehicle shall return by the shortest route to the nearest street designated in Schedule 4;

- c) Subsection 1 shall not apply to heavy traffic on any street or part of street, which has been properly authorized as a temporary detour route.
- 7. **Turns** - Where properly worded signs are erected and on display, no person shall turn any vehicle in the direction prohibited at the intersections set out in Schedule 5 to this by-law.
- 8. **U-Turns** - The driver of a vehicle shall not make a U-turn or attempt to do so, so as to proceed in the opposite direction upon any street unless such movement can be made in safety and without interfering with other traffic.
- 9. **Off-Road Vehicle** – That all Town owned off-road maintenance vehicles be permitted to operate on Town Streets, including any employees or agents performing their duties under the Town of Goderich, including all hydro, cable, gas and telephone utility companies or any other third party contracts, as required;

PART IV MISCELLANEOUS PROHIBITIONS

- 1. **Vehicles on sidewalks**
 - a) No person shall drive a motor vehicle upon a sidewalk except for the purpose of directly crossing the sidewalk.
 - b) No person shall drive a motorized snow vehicle upon a sidewalk except for the purpose of directly crossing the sidewalk.
 - c) No person shall drive any animal or vehicle over or upon a sidewalk save at a properly constructed crossing. This provision shall not apply to baby carriages, children's tricycles or other such vehicles appropriate to sidewalks, including adult tricycles or electric carts operated by senior citizens or handicapped persons.
- 2. **Curbs** - No person shall drive a motor vehicle over a raised curb except at a place where there is a ramp.
- 3. **Bicycles, Skating, Skateboarding**
 - a) No person shall ride a bicycle upon any sidewalk, pathway or footpath, used by or set apart for pedestrians within the Town of Goderich.
 - b) No person shall ride a bicycle, roller skate, roller blade or skateboard on any pathway, on the beach board walk, the sidewalks of Courthouse Square and lawns of the Courthouse Park or upon any parking lot controlled by the municipality.
- 4. **Stop before entering roadway**

The driver of a vehicle about to enter or cross a highway from a private road or driveway shall stop immediately before entering the roadway or same, or the sidewalk if any.
- 5. **Backing up**

No person shall drive any animal or vehicle backwards, except when necessary and having proper regard for the safety and convenience of other traffic.
- 6. **Interrupting procession**

No pedestrian or person riding or driving any animal or vehicle, shall intersect or otherwise interfere with any funeral cortege or any other procession lawfully using the highway, except under the direction of a Police Officer.
- 7. **No traffic on closed streets**

No person shall drive any animal or vehicle upon any highway or part of a highway, which is temporarily occupied by the Fire Department in the course of its duties.

8. Motorized snow vehicles

No person shall drive a motorized snow vehicle on any sidewalk (except for the purpose of directly crossing the sidewalk), boulevard, footpath or in any park or on Courthouse Square.

PART V

PARKING, PARKING REGULATIONS AND STOPPING

1. No exclusive right

No person shall have an exclusive right to place any vehicle at any particular location on any street.

2. Parking - General

a) No person shall park or stop any vehicle on any street or portion thereof except as follows:

- i. where there is a raised curb, on the right side on the roadway, having regard to the direction such vehicle was proceeding, with its right front and rear wheels parallel to and not more than 15 centimetres out from such curb;
- ii. and where there is no curb or a rolled curb, with the right front and rear wheels parallel to and as near to the right-hand limit of the street as is practicable without stopping or parking on a sidewalk or on any part of the street where grass is grown or which is not intended for the use of vehicles.

b) The provisions of Subsection 2. a) i) do not apply where angle parking is permitted under Section 6 hereof or to parking or stopping a vehicle on the left-hand side of the roadway of a street designated for one way traffic.

c) Where angle parking is permitted on a street, no person shall stop or park any vehicle except at any angle of approximately 45 degrees from the curb or boundary of the roadway with the front end of the vehicle at such curb or boundary.
EXCEPTIONS: vehicles unloading or loading heavy articles may temporarily be backed into the curb.

d) Provided that the above shall not apply to stopping in obedience to traffic control devices, the directions of a police constable, or the safety or convenience of other traffic.

3. Permitted angle parking

Angle parking is permitted on the streets at the sides and between the limits set out respectively in Columns 1, 2 and 3 of Schedule 6 to this by-law.

4. Time restricted parking

a) No person shall park for a period exceeding two (2) hours in any one parking space in a restricted parking area, as identified in clause b) of this section, between the hours of 9:00 a.m. and 6:00 p.m. on any day, Sundays and holidays excepted.

b) The restricted parking areas referred to in Clause a) of this section are as identified in Schedule 7.

c) The Chief Administrative Officer shall provide members of the Huron County Council with Courtesy Parking Stickers, exempting them from the two-hour parking limit while involved in county business only.

d) The Chief Administrative Officer has the authority to issue members of Goderich Town Council Courtesy Parking Stickers, exempting them from the two-hour parking limit while involved in municipal business only.

e) The Chief Administrative Officer has the authority to issue to the following people a One-Day Courtesy Parking Sticker, exempting them from the two-hour parking limit as required:

- i. the press attending meetings of the County of Huron or the Town of Goderich;
 - ii. an official visiting the Town of Goderich and performing municipal business either at the County of Huron or the Town of Goderich.
- f) Police vehicles shall be exempt from the two-hour parking limit.
- g) That the provisions of agreements between the County and Town specifically the sections which read as follows shall continue to apply to the area known as the Courthouse Square:
- h) No person shall enter the interior of Courthouse Square except by way of the approach being the continuation of South Street. No person shall park or leave standing any motor vehicle or trailer on any part of the interior of Courthouse Square, whether it be on property belonging to the Corporation of the Town of Goderich or belonging to the Corporation of the County of Huron. This paragraph shall not apply to any person making deliveries to the Courthouse, or to any Police Constable delivering a prisoner to the courthouse, who is unable to remove his/her vehicle due to the nature of his/her visit, or to any official or employee of the County of Huron or Province of Ontario, who in the nature of his/her work finds it necessary to bring his/her car into the Market or Courthouse Square for the purpose of picking up heavy books or occupants except that the County may place and maintain one (1) handicapped parking spot.
- i) No person shall park for a period exceeding four (4) hours in any one parking space in a restricted parking area, as identified by clause i) of this section, between the hours of 7 a.m. and 3 p.m. on Mondays to Fridays inclusive, except that this provision shall not apply to Police vehicles or to parking spaces marked as for 'Emergency Doctor Parking & Authorized Emergency Vehicles Only'.
- j) The restricted parking area referred to in clause h) of this section is comprised of the angle parking spaces on the east side of Cambria Road between Wolfe Street and Gloucester Terrace.
- k) No person shall park overnight in any park unless permission has been granted by Council or in any emergency approval has been given by the Chief Administrative Officer. Except that cars and trucks rated smaller than 1 ton may park in the Lighthouse Street Parking Lot, the Livery Parking Lot, the Town Hall Parking Lot and parallel park on the paved apron between the sidewalk and the curb at 110 Picton Street West overnight, however, no person shall park a vehicle in the Lighthouse Street Parking Lot, the Livery Parking Lot and the Town Hall Parking Lot and parallel park on the paved apron between the sidewalk and the curb at 110 Picton Street West for a period longer than 24 hours.
- l) The work "Parks" used herein shall include all lands, water, buildings and facilities owned by or under the control of the Town of Goderich

5. Prohibited parking - No person shall on a street park a vehicle:

- a) within an intersection;
- b) on any street in such a manner as to obstruct traffic;
- c) on any grassed boulevard;
- d) in such a manner that any part of the vehicle is situated over or upon any sidewalk or crosswalk;
- e) in front of or within one metre of a driveway or laneway or so as to obstruct vehicles in the use of a driveway or laneway. Except that this provision shall not apply to the Town of Goderich when a vehicle owned by the Town of Goderich is parked in a driveway that leads to property owned or occupied by the Town of Goderich, provided that the vehicle is on bona fide business to that particular establishment to which the driveway leads;

- f) within six metres of an intersecting roadway, other than on Courthouse Square;
- g) within 15 metres of any level crossing or a railway;
- h) on any roadway having an overall width of less than 6 metres;
- i) for an unreasonable length of time having regard for the traffic, and in no case for a longer period than 24 hours;
- j) in front of a fire hydrant - three metres each way;
- k) alongside or opposite any street excavation or obstruction when such stopping would obstruct traffic;
- l) on the roadway side of any vehicle parked or stopped at the curb or edge of the roadway;
- m) along any street or part of a street where police "No Parking" signs are erected or placed;
- n) at any parking space in such a manner as to obstruct the use of any adjoining parking space, or, where there are markings for any such parking space, in any manner not in conformity with the same;
- o) within 30 metres of an intersection controlled by traffic signals;
- p) in such a position as will prevent the removal of any other vehicle previously parked;
- q) in any parking space where signed "Emergency Doctor Parking and Authorized Emergency Vehicles Only" and the exception would be medical doctors and authorized emergency vehicles only permitted on those spaces.
- r) on any school day in any area duly signed as a school bus loading zone as designated in Schedule 10 to this by-law.
- s) that is wrecked, discarded, dismantled, unlicensed, inoperative or abandoned condition. Any such vehicle shall be towed and impounded at the owner's expense.
- t) upon any beach, municipal park or open space area, except within designated or marked parking spaces

6. Signed parking restrictions on certain streets

Where properly worded signs are erected and are on display, no person shall on any street park any vehicle:

- a) within a turning basin;
- b) in front of an entrance or exit from any building or enclosed space in which persons may be expected to congregate in large numbers;
- c) in front of the entrance to the Fire Hall or Hospital;
- d) in front of the entrance to any place where goods or merchandise are regularly delivered or removed;
- e) when properly worded signs are on display at the entrance to town, no person shall park any vehicle on any street in the Town of Goderich between the hours of 2:00 a.m. and 7:00 a.m. from November 15th to March 15th inclusive.

EXEMPTION: The angle parking areas on both sides of South Street, between The Square and Elgin Avenue, are exempted from the provisions of this subsection providing the vehicles parked therein are displaying an approved sticker verifying that the owner/driver is a bona fide occupant of a room at the Bedford Hotel. Such

sticker shall be displayed on the left-hand side of the windshield of the vehicle and shall be provided by the management of the Bedford Hotel.

EXEMPTION: The angle parking area on south east side of Oxford Street, from Maitland Road, for a distance of 84 metres south westerly are exempt from the provisions of this subsection providing the vehicles parked herein are displaying an approved sticker verifying the owner/driver is a bonafide employee of the business at 245 Regent Street. Such sticker shall be displayed on the left-hand side of the windshield of the vehicle and shall be provided by the management of the business at 245 Regent Street

EXEMPTION: The parallel parking area on the eastside of St. Andrews Street from Hamilton St. northerly 35 metres are exempt from the provisions of this subsection providing the vehicles parked therein are displaying an approved sticker verifying that the occupant/driver is a bona fide tenant of the 55 Hamilton Street. Such sticker shall be displayed on the left-hand side of the windshield of the vehicle and shall be provided by the landlord of 55 Hamilton Street.

The owner of the 55 Hamilton Street is responsible for all winter maintenance in the area described above.

- f) on those streets designated in Schedules 7 and 8 to this by-law as restricted or prohibited by properly worded signs;
- g) when properly worded signs are on display in three parking spaces, on either side of the concrete sidewalk at the South Street entrance of the Courthouse and one parking spot on the west side of the concrete sidewalk at the North Street side of the Courthouse Square, on the inside circumference of Courthouse Square. Signs to read "Reserved Parking". The reserved parking is reserved for Judges and Justices of the Peace only;
- h) on the north side of Bruce Street outside the south walk of the 110 North Street in the area designated as a bus unloading/loading zone.
- i) on the north side of Napier Street outside the entrance to 57 Napier Street in the area designated as a loading zone.

7. No stopping areas

Where properly worded signs are erected and are on display, no person shall stop a vehicle on any highway at the side and between the limits set out respectively in Columns 1, 2 and 3 of Schedule 9 to this by-law during the prohibited times and days set out in Column 4 of the said Schedule.

PART VI

CONTROLLING ON AND OFF-STREET PARKING FOR PERSONS WITH ACCESSIBILITY NEEDS

1. Interpretation

In this part:

- a) **Designated parking space** - means a parking space designated under this by-law for the exclusive use of a vehicle displaying a permit in accordance with the requirements of the Highway Traffic Act and the regulations made thereunder and this by-law.
- b) **Municipal property** - means any open area or portion of a structure, other than a street or highway, intended for the temporary parking of vehicles and on which there are designated parking spaces.
- c) **Permit** - means an accessible parking permit issued under the Highway Traffic Act or a permit, number plate or other marker or device issued by another jurisdiction and recognized under that Act.

2. A designated parking space shall be distinctly indicated in accordance with the requirements of the Highway Traffic Act and the regulations made thereunder.
3. **Designated parking spaces,**
 - a) on streets and highways are described in Schedule 11, and
 - b) on municipal property are described in Schedule 12.
4. No person or organization shall park a vehicle in a designated accessible parking space unless a valid permit has been issued to that person, organization or to a passenger being picked up or transported in the vehicle and such permit is displayed on or in the vehicle in accordance with the requirements of the Highway Traffic Act, the regulations made thereunder and this by-law.

**PART VII
POWER TO REMOVE ANY OFFENDING VEHICLE**

1. A police officer, or municipal law enforcement officer, upon discovery of any vehicle parked or standing in contravention of this by-law, may cause it to be moved or taken to and placed or stored in a suitable place and all costs and charges for removing, care and storage thereof, if any, are a lien upon the vehicle, which may be enforced in the manner provided by Repair and Storage Liens Act RSO 1990 c. R. 25

**PART VIII
ENFORCEMENT AND PENALTY**

1. Every person who breaches a section of this by-law is guilty of an offence and subject to a penalty as provided under the “Provincial Offences Act.”

**PART IX
REPEALS**

1. This By-Law comes into force and takes effect on the final passing thereof and repeals By-Laws 34 of 2025.

READ A FIRST, SECOND, AND THIRD TIME AND FINALLY PASSED THIS 7TH DAY OF APRIL 2025.

MAYOR, Trevor Bazinet

CLERK, Andrea Fisher

TOWN OF GODERICH
BY-LAW 43-2025: BEING A BY-LAW TO REGULATE TRAFFIC IN THE TOWN OF
GODERICH AND TO CONTROL AND REGULATE THE USE OF STREETS AND
BOULEVARDS IN SAID TOWN AND TO REPEAL RELATED BY-LAWS
SCHEDULE 1

PROVIDING FOR THE ERECTION OF STOP SIGNS AT INTERSECTIONS

COLUMN 1 INTERSECTION	COLUMN 2 FACING TRAFFIC
Albert Street at Anglesea Street	Northbound on Albert Street
Albert Street at East Street	Northbound/Southbound on Albert Street
Albert Street at Nelson Street	Northbound/Southbound on Albert Street
Albert Street at Park Street	Southbound on Albert Street
Anglesea Street at Cambria Road	Westbound/Eastbound on Anglesea Street
Anglesea Street at North Street	Westbound on Anglesea Street
Anglesea Street at Victoria Street	Westbound/Eastbound on Anglesea Street
Balvina Drive at Bayfield Road	Eastbound on Balvina Drive
Beach Street at Harbour Street	Northbound on Beach Street
Beilby Street at Comox Crescent	Westbound on Beilby Street
Beilby Street at South Street	Eastbound on Beilby Street
Bennett Street at Bayfield Road	Eastbound/Westbound on Bennett Street
Bennett Street at Eldon Street	Eastbound/Westbound on Bennett Street
Bennett Street at Gibbons Street	Eastbound/Westbound on Bennett Street
Bennett Street at Huron Road	Northeastbound on Bennett Street
Bennett Street at South Street	Eastbound/Westbound on Bennett Street
Bennett Street at Warren Street	Eastbound/Westbound on Bennett Street
Bethune Crescent at Brimicombe Crescent (east intersection)	Northbound on Bethune Crescent
Bingham Drive at Warren Street	Eastbound on Bingham Drive
Blake Street at Bayfield Road	Eastbound/Westbound on Blake Street
Blake Street at Eldon Street	Eastbound/Westbound on Blake Street
Blake Street at Gibbons Street	Eastbound/Westbound on Blake Street
Blake Street at Hincks Street	Eastbound on Blake Street
Blake Street at South Street	Eastbound/Westbound on Blake Street
Brimicombe Crescent at Bethune Crescent (west intersection)	Southbound on Brimicombe Crescent
Britannia Road at Bayfield Road	Eastbound/Westbound on Britannia Road
Britannia Road at Essex Street	Westbound on Britannia Road
Britannia Road at Maitland Road	Northeastbound on Britannia Road
Britannia Road at South Street	Eastbound/Westbound on Britannia Road
Britannia Road at Victoria Street	Eastbound/Westbound on Britannia Road
Brock Street at Albert Street	Eastbound on Brock Street
Brock Street at Cambria Road	Eastbound/Westbound on Brock Street
Brock Street at Victoria Street	Westbound on Brock Street
Bruce Street at Albert Street	Eastbound on Bruce Street
Bruce Street at Cambria Road	Eastbound/Westbound on Bruce Street
Bruce Street at North Street	Eastbound/Westbound on Bruce Street
Bruce Street at Victoria Street	Eastbound/Westbound on Bruce Street
Cambria Road at Elgin Avenue	Southbound on Cambria Road
Cambria Road at Nelson Street	Southbound/Northbound on Cambria Road
Cambridge Street at Britannia Road	Northwestbound on Cambridge Street
Cambridge Street at Huron Road	Southeastbound on Cambridge Street
Cambridge Street at Maple Street	Northwest/southeastbound on Cambridge Street
Cambridge Street at Oxford Street	Northwest/southeastbound on Cambridge Street
Cambridge Street at Walnut Street	Northwest/southeastbound on Cambridge Street
Cameron Street at Bennett Street	Southbound on Cameron Street
Cameron Street at Blake Street	Southbound/Northbound on Cameron Street
Cameron Street at Britannia Road	Northbound on Cameron Street

COLUMN 1 INTERSECTION	COLUMN 2 FACING TRAFFIC
Cameron Street at Raglan Street	Southbound/Northbound on Cameron Street
Catherine Street at Bennett Street	Southbound on Catherine Street
Catherine Street at Blake Street	Northbound on Catherine Street
Cayley Street at Eldon Street	Eastbound on Cayley Street
Cayley Street at Elizabeth Street	Eastbound/Westbound on Cayley Street
Cayley Street at Wellington Street	Westbound on Cayley Street
Cayley Street at Essex Street	Eastbound/Westbound on Cayley Street
Cayley Street at Widder Street	Eastbound/Westbound on Cayley Street
Cayley Street at Wilson Street	Eastbound/Westbound on Cayley Street
Cayley Street at Warren Street	East/Westbound on Cayley Street
Christina Court at Bennett Street	Southbound on Christina Court
Church Street at Nelson Street	Northbound on Church Street
Coast Drive at Warren Street	Eastbound on Coast Drive
Colborne Street at The Square	Southeastbound on Colborne Street
Comox Crescent at Eldon Street	Westbound on Comox Crescent
Dawnrose Drive at Bennett Street	Northbound on Dawnrose Drive
Dawnrose Drive at Walnut Street	Westbound on Dawnrose Drive
Doolittle Lane at South Street	Eastbound on Doolittle Lane
East Street at Cambria Road	Eastbound/Westbound on East Street
East Street at Maitland Road	Eastbound on East Street
East Street at The Square	Westbound on East Street
Eldon Street at Bennett Street	Southbound/Northbound on Eldon Street
Eldon Street at Blake Street	Southbound/Northbound on Eldon Street
Eldon Street at Britannia Road	Northbound on Britannia Road
Eldon Street at Suncoast Drive	Southbound/Northbound on Eldon Street
Elgin Avenue at Cambria Road	Westbound on Elgin Avenue
Elgin Avenue at Essex Street	Westbound on Elgin Avenue
Elizabeth Street at Blake Street	Southbound on Elizabeth Street
Elizabeth Street at Britannia Road	Northbound on Elizabeth Street
Gibbons Street at Bennett Street	Southbound/Northbound on Gibbons Street
Gibbons Street at Blake Street	Southbound/Northbound on Gibbons Street
Gibbons Street at Britannia Road	Northbound on Gibbons Street
Gibbons Street at Suncoast Drive	Southbound on Gibbons Street
Gloucester Terrace at Victoria St.	Northeast/Southwestbound on Gloucester Terrace
Hamilton Street at Victoria Street	Eastbound on Hamilton Street
Heron Court at Woodridge Drive	Eastbound on Heron Court
Hincks Street at Blake Street	Southbound/Northbound on Hincks Street
Hincks Street at Britannia Road	Northbound on Hincks Street
Huckins Street at Bayfield Road	Westbound on Huckins Street
John Street at Suncoast Drive	Southbound on John Street
John Street at Sunset Drive	Northbound on John Street
Jones Street at Bennett Street	Southbound on Jones Street
Jones Street at Hincks Street	Northwestbound on Jones Street
Jones Street at Martha Street	Northbound on Jones Street
Jones Street at Oxford Street	Southeast/Northwestbound on Jones Street
Keays Street at Blake Street	Southbound on Keays Street
Keays Street at Britannia Road	Northbound on Keays Street
Keays Street at Raglan Street	Southbound/Northbound on Keays Street
Kingfisher Lane at Woodridge Drive	Eastbound/Westbound on Kingfisher Lane
Kingston Street at Courthouse Square	Northwestbound on Kingston Street
Krohmer Drive at South Street	Westbound on Krohmer Drive
Krohmer Drive at Suncoast Drive	Southbound on Krohmer Drive
Lee Crescent at Eldon Street	Westbound on Lee Crescent
Leonard Drive at South Street	Eastbound on Leonard Drive
Lighthouse Street at Waterloo Street	Eastbound/Westbound on Lighthouse Street
Lighthouse Street at Wellington Street	Eastbound/Westbound on Lighthouse Street
MacEwan Street at Huckins Street	Southbound on MacEwan Street
MacEwan Street at Suncoast Drive	Northbound on MacEwan Street
Maple Street at Huron Road	Southwest/Northeastbound on Maple Street

COLUMN 1 INTERSECTION	COLUMN 2 FACING TRAFFIC
Market Street at Elgin Avenue	Southbound on Market Street
Martha Street at Bennett Street	Southeastbound on Martha Street
Mary Street at Maple Street	Southeastbound on Mary Street
Mary Street at Oxford Street	Southeast/Northwest on Mary Street
McDonald Street at Blake Street	Southbound on McDonald Street
McDonald Street at Britannia Road	Northbound on McDonald Street
Mill Road at Huron Road	Southwestbound on Mill Road
Mitchell Street at Bayfield Road	Westbound on Mitchell Street
Montcalm Street at Cambria Road	Eastbound on Montcalm Street
Montreal Street at Courthouse Square	Northeastbound on Montreal Street
Montreal Street at Waterloo Street	Southwestbound on Montreal Street
Napier Street at Cambria Road	Eastbound on Napier Street
Napier Street at Victoria Street	Northeast/Southwestbound on Napier Street
Nelson Street at Cambria Road	Eastbound/Westbound on Nelson Street
Nelson Street at North Street	Eastbound/Westbound on Nelson Street
Newgate Street at Albert Street	Eastbound on Newgate Street
Newgate Street at Cambria Road	Eastbound/Westbound on Newgate Street
Newgate Street at Hamilton Street	Westbound on Newgate Street
Newgate Street at Victoria Street	Eastbound/Westbound on Newgate Street
North Street at Gloucester Terrace	Northbound on North Street
North Street at Courthouse Square	Southbound on North Street
Oxford Street at Hincks Street	Southwestbound on Oxford Street
Oxford Street at Huron Road	Southwest/Northeastbound on Oxford
Oxford Street at Maitland Road	Northeastbound on Oxford Street
Palmerston Street at Blake Street	Southbound on Palmerston Street
Palmerston Street at Britannia Road	Northbound on Palmerston Street
Park Street at Cambria Road	Eastbound/Westbound on Park Street
Park Street at Picton/Albert Streets	Eastbound/Westbound on Park Street
Park Street at Victoria Street	Westbound on Park Street
Parsons Court at Suncoast Drive	Northbound on Parsons Court
Picton Street at South Street	Eastbound/Westbound on Picton Street
Picton Street at Toronto Street	Eastbound/Southwestbound on Picton Street
Picton Street at Victoria Street	Eastbound/Westbound on Picton Street
Picton Street at Waterloo Street	Eastbound/Westbound on Picton Street
Picton Street at Wellington Street	Eastbound/Westbound on Picton Street
Picton Street East at Park Street	Northbound on Picton Street East
Quebec Street at Waterloo Street	Eastbound on Quebec Street
Quebec Street at Wellington Street	Eastbound/Westbound on Quebec Street
Raglan Street at Gibbons Street	Eastbound on Raglan Street
Raglan Street at McDonald Street	Westbound on Raglan Street
Regent Street at Britannia Road	Northwestbound on Regent Street
Regent Street at Oxford Street	Northwest/southeast bound on Regent Street
Regent Street at Walnut Street	Northwest/southeast bound on Regent Street
Rich Street at Eldon Street	Eastbound on Rich Street
Rich Street at Warren Street	Westbound on Rich Street
Severn Drive at Woodridge Drive	Westbound on Severn Drive
Shearwater Trail at Warren Street	Westbound on Shearwater Trail
Shore Crescent at Bennett Street	Southbound on Shore Crescent
Shore Crescent at Warren Street	Westbound on Shore Crescent
South Street at Balvina Drive	Southbound on South Street
South Street at Bennett Street	Southbound/Northbound on South Street
South Street at Blake Street	Southbound/Northbound on South Street
South Street at Britannia Road	Southbound/Northbound on South Street
South Street at Elgin Avenue	Southbound/Northbound on South Street
South Street at Raglan Street	Southbound/Northbound on South Street
South Street at Courthouse Square	Northbound on South Street
South Street at Suncoast Drive	Southbound/Northbound on South Street
St. Andrews Street at Hamilton Street	Southbound on St. Andrews Street
St. Andrews Street at Nelson Street	Northbound on St. Andrews Street

COLUMN 1 INTERSECTION	COLUMN 2 FACING TRAFFIC
St. David Street at Albert Street	Eastbound/Westbound on St. David Street
St. David Street at Cambria Road	Eastbound/Westbound on St. David Street
St. David Street at Kingston Street	Westbound on St. David Street
St. David Street at Victoria Street	Eastbound/Westbound on St. David Street
St. Georges Crescent at Waterloo Street	Eastbound on St. Georges Crescent
St. Patrick Street at Waterloo Street	Eastbound/Westbound on St. Patrick Street
St. Vincent Street at North Street	Northeastbound on St. Vincent Street
St. Vincent Street at Waterloo Street	Westbound on St. Vincent Street
Stanley Street at Elgin Avenue	Southbound on Stanley Street
Stanley Street at Kingston Street	Northbound on Stanley Street
Stonehouse Street at Bayfield Road	Westbound on Stonehouse Street
Stonehouse Street at Hincks Street	Eastbound on Stonehouse Street
Strang Court at Blake Street	Southbound on Strang Court
Suncoast Drive at Eldon Street	Eastbound/Westbound on Suncoast Drive
Suncoast Drive at Sunset Drive	Northbound on Suncoast Drive
Sunset Drive at Eldon Street	Eastbound on Sunset Drive
Tilt Street at Bennett Street	Southbound on Tilt Street
Trafalgar Street at Albert Street	Eastbound on Trafalgar Street
Trafalgar Street at Cambria Street	Eastbound/Westbound on Trafalgar Street
Trafalgar Street at North Street	Westbound on Trafalgar Street
Trafalgar Street at Victoria Street	Eastbound/Westbound on Trafalgar Street
Walnut Street at Bennett Street	Northbound on Walnut Street
Walnut Street at Huron Road	Southwest/Northeastbound on Walnut Street
Walnut Street at Maitland Road	Northeastbound on Walnut Street
Walnut Street at Martha Street	Northeast/southwest bound on Walnut Street
Walnut Street at Suncoast Drive	Southbound on Walnut Street
Walnut Street at Mary Street	Northeast/Southwestbound on Walnut Street
Warren Street at Bethune Crescent	Northbound/Southbound on Warren Street
Warren Street at Blake Street	Northbound/Southbound on Warren Street
Warren Street at Britannia Road	Northbound on Warren Street
Warren Street at Coast Drive	Southbound on Warren Street
Warren Street at Sunset Drive	Southbound on Warren Street
Waterloo Street at Britannia Road	Southbound on Waterloo Street
Waterloo Street at Elgin Avenue	Northbound/Southbound on Waterloo Street
Waterloo Street at West Street	Northbound/Southbound on Waterloo Street
Wellesley Street at Britannia Road	Southbound on Wellesley Street
Wellesley Street at Elgin Avenue	Northbound/Southbound on Wellesley Street
Wellington Street at Blake Street	Southbound on Wellington Street
Wellington Street at Britannia Road	Northbound/Southbound on Wellington Street
Wellington Street at Elgin Avenue	Northbound/Southbound on Wellington Street
Wellington Street at West Street	Northbound/Southbound on Wellington Street
West Street at Harbour Street	Eastbound on West Street
West Street at Courthouse Square	Eastbound on West Street
Widder Street at Blake Street	Southbound on Widder Street
Widder Street at Britannia Road	Northbound on Widder Street
Wilson Street at Britannia Road	Northbound on Wilson Street
Woodridge Drive at Shearwater Trail	Northbound on Woodridge Drive
Wolfe Street at Cambria Road	Eastbound/Westbound on Wolfe Street
Wolfe Street at Victoria Street	Westbound on Wolfe Street

TOWN OF GODERICH
BY-LAW 43-2025: BEING A BY-LAW TO REGULATE TRAFFIC IN THE TOWN OF
GODERICH AND TO CONTROL AND REGULATE THE USE OF STREETS AND
BOULEVARDS IN SAID TOWN AND TO REPEAL RELATED BY-LAWS
SCHEDULE 2

PROVIDING FOR THE ERECTION OF YIELD SIGNS AT INTERSECTIONS

COLUMN 1 INTERSECTION	COLUMN 2 FACING TRAFFIC
Arthur Street at St. Patrick Street	Southwestbound on Arthur Street
Arthur Street at Waterloo Street	Northeastbound on Arthur Street
Bayfield Road - ramp to Britannia Road	Northeastbound on the ramp
Balvina Drive at Lee Crescent (most westerly intersection)	Southbound on Balvina Drive
Britannia Road - ramp to Bayfield Road	Southeastbound on the ramp
Britannia Road - ramp to Victoria Street	Northwestbound on the ramp
Bruce Street at St. Vincent Street	Westbound on Bruce Street
Church Street at Colborne Street	Southbound on Church Street
Colborne Street at Nelson Street	Northwestbound on Colborne Street
Comox Crescent at Suncoast Drive	Southbound on Comox Crescent
Cypress Street at Maple Street	Northwest/Southeastbound on Cypress
Cypress Street at Walnut Street	Northwestbound on Cypress Street
Delbar Court at Dawnrose Drive	Southbound on Delbar Court
Elgin Avenue at Picton Street	Eastbound on Elgin Avenue
Elgin Avenue - ramp to Victoria Street	Northwestbound on the ramp
Essex Street at Lighthouse Street	Northeastbound on Essex Street
Golf Club Road at North Harbour Road	Southwestbound on the Golf Club Road
Horton Street at Maitland Road	Northbound on Horton Street
Horton Street at Park Street	Southbound on Horton Street
Kingston Street - ramp to Elgin Avenue	Southeastbound on the ramp
Lakeside Drive at Bennett Street West	Northbound on Lakeside Drive
Lee Crescent at Balvina Drive	Northbound on Lee Crescent
Leonard Drive at Young Street	Westbound on Leonard Drive
Lighthouse Street at Montreal Street	Eastbound on Lighthouse Street
Lighthouse Street at Wellesley Street	Eastbound/Westbound on Lighthouse Street
Maple Street at Bennett Street	Southbound on Maple Street
Market Street at Montreal Street	Northbound on Market Street
Mary Street at Hincks Street	Northwestbound on Mary Street
Montcalm Street at Napier Street	Westbound on Montcalm Street
Mooney Street at Huckins Street	Northbound/Southbound on Mooney Street
Napier Street at Anglesea Street	Southwestbound on Napier Street
Nelson Street at Waterloo Street	Westbound on Nelson Street
North Harbour Road at Victoria Street	Northeastbound on North Harbour Road
North Harbour Rd. - ramp to Victoria Street	Northbound on North Harbour Road
Oak Street at Comox Crescent	Northbound on Oak Street
Oak Street at Suncoast Drive	Southbound on Oak Street
Park Street at Britannia Road	East/Westbound on Park Street
Picton Street at Essex Street	Westbound on Picton Street
Picton Street at Wellesley Street	Eastbound/Westbound on Picton Street
Quebec Street at Essex Street	Westbound on Quebec Street
Quebec Street at Wellesley Street	Eastbound/Westbound on Quebec Street
Regent Street at Maple Street	Northwest/Southeastbound on Regent Street
St. David Street at Horton Street	Eastbound on St. David Street
St. Patrick Street at Colborne Street	Eastbound on St. Patrick Street
St. Patrick Street at Wellington Street	Westbound on St. Patrick Street
Stonehouse Street at Palmerston Street.	Eastbound/Westbound on Stonehouse Street
Tilt Street at Wells Street	Northbound/Southbound on Tilt Street
Valerie Court at Suncoast Drive	Southbound on Valerie Court
Victoria Street-ramp to Britannia Road	Southwestbound on the ramp
Victoria Street-ramp to Kingston Street	Southwestbound on the ramp
Wellesley Street at Cobourg Street	Northbound on Wellesley Street

Wells Street at Jones Street	Eastbound on Wells Street
Young Street at Beilby Street	Southbound on Young Street

TOWN OF GODERICH
BY-LAW 43-2025: BEING A BY-LAW TO REGULATE TRAFFIC IN THE TOWN
OF GODERICH AND TO CONTROL AND REGULATE THE USE OF STREETS
AND BOULEVARDS IN SAID TOWN AND TO REPEAL RELATED BY-LAWS
SCHEDULE 3

DESIGNATING ONE-WAY STREETS

COLUMN 1 STREET OF TRAVEL	COLUMN 2 FROM-TO	COLUMN 3 DIRECTION
Courthouse Square	All	Counter-clockwise

TOWN OF GODERICH
BY-LAW 43-2025: BEING A BY-LAW TO REGULATE TRAFFIC IN THE TOWN OF
GODERICH AND TO CONTROL AND REGULATE THE USE OF STREETS AND
BOULEVARDS IN SAID TOWN AND TO REPEAL RELATED BY-LAWS
SCHEDULE 4

PERMITTING HEAVY TRAFFIC ON STREETS

COLUMN 1 STREET	COLUMN 2 FROM	COLUMN 3 TO	COLUMN 4 TIME OR DAY
Anglesea Street	Albert Street	Victoria Street	Any day
Bayfield Road South	Town Limits	Britannia Road	Any day
Beach Street	Harbour Quay	Harbour Street	7:00 a.m. to 11:00 p.m. only
Britannia Road	Bayfield Road	Victoria Street	Any day
Britannia Road	Maitland Road	Huron Road	Any day
Elgin Avenue	Toronto Street	Victoria Street	Any day
Elgin Avenue	Victoria Street	Wellington Street	7:00 a.m. to 11:00 p.m. only
Harbour Street	Beach Street	West Street	Any day
Huckins Street	Bayfield Road	East Limit	Any day
Huron Road East	Town limits	Toronto Street	Any day
MacEwan Street	Huckins Street	Suncoast Drive	Any day
Maitland Road	Walnut Street	Britannia Road	Any day
Mitchell Street	Bayfield Road	Mooney Street	Any day
Mooney Street	Mitchell Street	North limit	Any day
Parsons Court	Suncoast Drive	South limit	Any day
Suncoast Drive	Bayfield Road	Huron Road	Any day
Toronto Street	Huron Road	Elgin Avenue	Any day
Victoria Street	Britannia Road	North Town limits	Any day
Walnut Street	Huron Road	Maitland Road	Any day
Wellington Street	Elgin Avenue	West Street	7:00 a.m. to 11:00 p.m. only
West Street	Harbour Street	Wellington Street	Any day

TOWN OF GODERICH
BY-LAW43-2025: BEING A BY-LAW TO REGULATE TRAFFIC IN THE TOWN
OF GODERICH AND TO CONTROL AND REGULATE THE USE OF STREETS
AND BOULEVARDS IN SAID TOWN AND TO REPEAL RELATED BY-LAWS
SCHEDULE 5

RESTRICTED TURNING MOVEMENTS

COLUMN 1 INTERSECTION or PORTION of STREET	COLUMN 2 DIRECTION	COLUMN 3 TURN PROHIBITED	COLUMN 4 TIMES OR DAYS
Harbour Street at West Street	Eastbound	Right	Anytime

TOWN OF GODERICH
BY-LAW 43-2025: BEING A BY-LAW TO REGULATE TRAFFIC IN THE TOWN OF
GODERICH AND TO CONTROL AND REGULATE THE USE OF STREETS AND
BOULEVARDS IN SAID TOWN AND TO REPEAL RELATED BY-LAWS
SCHEDULE 6

PROVIDING FOR ANGLE PARKING

COLUMN 1 STREET	COLUMN 2 SIDE	COLUMN 3 FROM – TO
Anglesea Street	North side	11m east of North St. to 6m west of the Napier Street
Anglesea Street	South side	11m east of North Street to a point 42m easterly
Cambria Road	East side	6m north of Wolfe Street to a point 21m north of Napier Street
Colborne Street	Both sides	Courthouse Square to St. Patrick Street and Church Street
East Street	North side	From Cambria Road eastbound for 21 meters
East Street	South side	From Cambria Road eastbound for 26 meters
East Street	Both sides	From Courthouse Square to Victoria Street
Elgin Avenue	North side	From Kingston Street westbound for 26 meters
Gloucester Terrace	South side	18m west of Victoria Street westbound for 80 meters
Gloucester Terrace	North side	60m west of Victoria Street westbound for 80 meters
Hamilton Street	Both sides	From Courthouse Square to Victoria Street
Kingston Street	Both sides	From Courthouse Square to Victoria Street
Maitland Road	Southwest	From Oxford Street to a point 140 metres north westerly
McDonald Street	West side	From Blake Street Northbound for 140 metres
Montreal Street	Both sides	From Courthouse Square to Market Street and Lighthouse Street
Nelson Street	North side	From North Street westbound for 55 meters
Newgate Street	South side	6m east of Hamilton Street, eastbound for 25 meters
North Street	East side	From Courthouse Square to Anglesea Street
North Street	West side	From Courthouse Square to Nelson Street
Oxford Street	Southeast	15m from Maitland Road, westbound for 55 meters
Picton Street	North side	70m west of Waterloo Street, westbound for 65 meters
South Street	West side	Elgin Avenue to Picton Street
South Street	West side	Courthouse Square to a point 45 meters southerly
South Street	East side	Courthouse Square to a point 98 meters southerly

St. Andrews Street	East side	4m from Hamilton Street northbound for 32 meters
St. David Street	South side	13m east of Kingston St., eastbound for 30 meters
Courthouse Square	Outermost	All Streets
Victoria Street	West side	Bruce Street southbound for 21 meters
Waterloo Street	East side	Lighthouse Street to St. Patrick Street
West Street	North side	Waterloo St. to Courthouse Square
West Street	South side	Waterloo St. to Courthouse Square

TOWN OF GODERICH
BY-LAW 43-2025: BEING A BY-LAW TO REGULATE TRAFFIC IN THE TOWN
OF GODERICH AND TO CONTROL AND REGULATE THE USE OF STREETS
AND BOULEVARDS IN SAID TOWN AND TO REPEAL RELATED BY-LAWS
SCHEDULE 7

TIME RESTRICTED PARKING

COLUMN 1 STREET	COLUMN 2 SIDE(S)	COLUMN 3 FROM/TO	COLUMN 4 TIME or DAY

TOWN OF GODERICH
BY-LAW 43-2025: BEING A BY-LAW TO REGULATE TRAFFIC IN THE TOWN OF
GODERICH AND TO CONTROL AND REGULATE THE USE OF STREETS AND
BOULEVARDS IN SAID TOWN AND TO REPEAL RELATED BY-LAWS
SCHEDULE 8

PROHIBITED PARKING

COLUMN 1 STREET	COLUMN 2 SIDE(S)	COLUMN 3 FROM – TO	COLUMN 4 TIME or DAYS
All Streets	Both sides	Nov. 15 – Mar. 15 Inclusive	2 a.m. to 7 a.m.
Bennett Street	North side	Bayfield Road to Walnut Street	Anytime
Bennett Street	North side	In the area designated by signs as a School Bus unloading	8 a.m. to 5 p.m. (school days only)
Bennett Street	South side	South Street to Catherine Street	Anytime
Bennett Street	North side	Huron Road to Maple Street	Anytime
Bennett Street	South side	45m west of Huron Road to Maple Street	Anytime
Blake Street	North side	Eldon Street to Elizabeth Street	8 a.m. to 5 p.m. (school days only)
Blake Street	North side	McDonald Street to South Street	8 a.m. to 5 p.m. (school days only)
Britannia Road	South side	Waterloo Street to South Street	Anytime
Britannia Road	South side	Regent Street to Maitland Road	Anytime
Bruce Street	North side	North Street to St. Vincent Street	Anytime
Bruce Street	South side	Victoria Street eastbound for 135 meters	Anytime
Bruce Street	South side	Victoria Street westbound for 30 meters	Anytime
Church Street	West side	Colborne Street to Nelson Street	Anytime
Eldon Street	East side	Blake Street to Britannia Road	Anytime
Eldon Street	East side	Bennett Street to Comox Crescent	Anytime
Gloucester Terrace	North side	Victoria Street westbound for 45 meters	Anytime
Gloucester Terrace	South side	Victoria Street westbound for 28 meters	Anytime
Napier Street	South side	Cambria Road westbound for 22 meters	Anytime
Napier Street	South side	Victoria Street westbound for 20 meters	Anytime
Newgate Street	North side	Hamilton Street to Victoria Street	Anytime
Nelson Street	North side	Victoria Street eastbound for 50 meters	Anytime

COLUMN 1 STREET	COLUMN 2 SIDE(S)	COLUMN 3 FROM – TO	COLUMN 4 TIME or DAYS
Nelson Street	South side	20m east of North Street east for 25m	Loading and unloading only
Park Street	North side	Victoria Street eastbound for 35m	Anytime
Picton Street	North side	South Street eastbound for 40 meters	Loading and unloading only
Picton Street	South side	54m west of Victoria Street westbound for 10m	Anytime
St. Patrick Street	North side	Colborne Street westbound for 30 meters	Anytime
St. David Street	North side	Kingston Street to Victoria Street	Anytime
South Street	West side	Bennett Street to Leonard Drive	Anytime
South Street	Both sides	6m north and south from Krohmer Drive	Anytime
Stanley Street	West side	Kingston Street to Elgin Avenue	Anytime
Stanley Street	East side	Kingston Street southbound for 16m	Loading and unloading only
Walnut Street	Northwest	Huron Road to Mary Street	Anytime
Waterloo Street	West side	West Street to St. Patrick Street	Anytime
Wellington Street	Both sides	Blake Street northbound for 25 meters	Anytime
West Street	Both sides	Vickers Lane to Wellington Street	Anytime

TOWN OF GODERICH
BY-LAW43-2025: BEING A BY-LAW TO REGULATE TRAFFIC IN THE TOWN
OF GODERICH AND TO CONTROL AND REGULATE THE USE OF STREETS
AND BOULEVARDS IN SAID TOWN AND TO REPEAL RELATED BY-LAWS
SCHEDULE 9

NO STOPPING AREA

COLUMN 1 STREET	COLUMN 2 SIDE(S)	COLUMN 3 FROM – TO	COLUMN 4 TIME or DAYS
Bayfield Road	Both sides	All	Anytime
Bennett Street	North side	Gibbons Street westbound for 15m	8 a.m. to 5 p.m. (school days only)
Bennett Street	North side	Bayfield Road to Gibbons Street	8 a.m. to 5 p.m. (school days only)
Bennett Street	North side	Eldon Street westbound for 15m	8 a.m. to 5 p.m. (school days only)
Bennett Street	North side	Eldon Street eastbound for 205m	8 a.m. to 5 p.m. (school days only)
Bennett Street	South side	Gibbons Street eastbound for 15m	8 a.m. to 5 p.m. (school days only)
Bennett Street	South side	Gibbons Street westbound for 30m	8 a.m. to 5 p.m. (school days only)
Bennett Street	South side	Eldon Street eastbound for 15m	8 a.m. to 5 p.m. (school days only)
Bennett Street	South side	Eldon Street westbound for 205m	8 a.m. to 5 p.m. (school days only)
Blake Street	North side	Eldon Street to Elizabeth Street	8 a.m. to 5 p.m. (school days only)
Blake Street	North side	Eldon Street eastbound for 30m	8 a.m. to 5 p.m. (school days only)
Blake Street	South side	Wellington Street northbound for 6m	8 a.m. to 5 p.m. (school days only)
Blake Street	South side	Wellington Street southbound for 6m	8 a.m. to 5 p.m. (school days only)
Blake Street	South side	Eldon Street westbound for 30m	8 a.m. to 5 p.m. (school days only)
Blake Street	South side	Eldon Street eastbound for 15m	8 a.m. to 5 p.m. (school days only)
Britannia Road	Both sides	Gibbons Street to Palmerston Street	Anytime
Eldon Street	East side	Blake Street northbound for 15m	8 a.m. to 5 p.m. (school days only)
Eldon Street	West side	Blake Street northbound for 30m	8 a.m. to 5 p.m. (school days only)
Eldon Street	West side	Blake Street southbound for 15m	8 a.m. to 5 p.m. (school days only)
Eldon Street	East side	Bennett Street southbound for 30m	8 a.m. to 5 p.m. (school days only)
Eldon Street	West side	Bennett Street northbound for 30m	8 a.m. to 5 p.m. (school days only)
Eldon Street	East side	Blake Street to Bennett Street	8 a.m. to 5 p.m. (school days only)
Elgin Avenue East	Both sides	Victoria Street to Toronto Street	Anytime
Elgin Avenue West	Both sides	South Street westbound for 25m	Anytime
Gibbons Street	East side	Bennett Street northbound for 15m	8 a.m. to 5 p.m. (school days only)
Gibbons Street	East side	Bennett Street southbound for 30m	8 a.m. to 5 p.m. (school days only)
Gibbons Street	West side	Bennett Street southbound for	8 a.m. to 5 p.m. (school days only)

COLUMN 1 STREET	COLUMN 2 SIDE(S)	COLUMN 3 FROM – TO	COLUMN 4 TIME or DAYS
		100m	
Gibbons Street	West side	Bennett Street northbound for 30m	8 a.m. to 5 p.m. (school days only)
Huron Road	Both sides	All	Anytime
McDonald Street	East side	Raglan Street southbound for 10m	Anytime
McDonald Street	East side	Raglan Street northbound for 10m	Anytime
Picton Street	South side	Victoria Street westbound for 39m	Anytime
South Street	East Side	Blake Street to Bennett Street	8 a.m. to 5 p.m. (school days only)
Toronto Street	Both sides	All	Anytime
Victoria Street	Both sides	All	Anytime
Walnut Street	Southeast side	Huron Road to Maitland Road	Anytime
Walnut Street	Northwest side	Regent Street to Maitland Road	Anytime

TOWN OF GODERICH
BY-LAW 43-2025: BEING A BY-LAW TO REGULATE TRAFFIC IN THE TOWN OF
GODERICH AND TO CONTROL AND REGULATE THE USE OF STREETS AND
BOULEVARDS IN SAID TOWN AND TO REPEAL RELATED BY-LAWS
SCHEDULE 10

PROVIDING FOR SCHOOL BUS LOADING ZONES

COLUMN 1 STREET	COLUMN 2 SIDE(S)	COLUMN 3 FROM – TO
Bennett Street	North side	85m west of South Street westbound for 50m
Bennett Street	North side	200m west of South Street westbound for 70m
Bennett Street	South side	30m east of Gibbons Street eastbound for 30m
Bennett Street West	North side	30m west of Eldon Street westbound for 50m
South Street	West side	Bennett Street northbound for 130m

TOWN OF GODERICH
BY-LAW43-2025: BEING A BY-LAW TO REGULATE TRAFFIC IN THE TOWN
OF GODERICH AND TO CONTROL AND REGULARE THE USE OF STREETS
AND BOULEVARDS IN SAID TOWN AND TO REPEAL RELATED BY-LAWS
SCHEDULE 11

PROVIDING FOR DESIGNATED SPACES FOR ACCESSIBLE PARKING ON
STREETS

COLUMN 1 STREET	COLUMN 2 LOCATIONS
Colborne Street	South side, first parking space off Courthouse Square
Courthouse Square	Interior, first parking space east of South Street entry
East Street	North side, first parking space east of the driveway between 33 East Street and 35 East Street
Hamilton Street	North side, first angle parking space off Courthouse Square
Kingston Street	North side, first angle parking space off Courthouse Square
Kingston Street	South side, 1st and 2nd angle parking space southeast of Stanley Street
Montreal Street	West side, first parking spot off Courthouse Square
Montreal Street	Two parallel spaces in front of the Goderich Library
North Street	East side, first angle parking space off Courthouse Square
West Street	South side, at 41 West Street
West Street	South side, first parking spot east of Waterloo Street, at 57 West Street
West Street	North side, first parking spot to the east Waterloo Street at 68 West Street

TOWN OF GODERICH
BY-LAW 43-2025: BEING A BY-LAW TO REGULATE TRAFFIC IN THE TOWN OF
GODERICH AND TO CONTROL AND REGULATE THE USE OF STREETS AND
BOULEVARDS IN SAID TOWN AND TO REPEAL RELATED BY-LAWS
SCHEDULE 12

PROVIDING FOR DESIGNATED PARKING SPACES FOR ACCESSIBLE PARKING
ON MUNICIPAL PROPERTY (OFF STREET PARKING)

COLUMN 1 MUNICIPAL PROPERTY	COLUMN 2 LOCATION
Cove Road	First angle parking space south of #2 Picnic Pavilion
Cove Road	First angle parking space north of walkway to Rotarian Playground
Cove Road	First angle parking space south of walkway to Rotarian Playground
Cove Road	First angle parking space south of Lioness Friendship Arch
Cove Road	Two Parking spaces south of the Walkway to the Beach Hut at the Main Beach
Cove Road	Angle parking spot on west side of Cove Road beside accessible pathway to the beach
East Street	Knox Church parking lot one accessible parking space
Maitland Recreation Centre	Four accessible parking spaces, two on each side of walkway
Montreal Street Parking Lot	One accessible parking space

TOWN OF GODERICH
BY-LAW 43-2025: BEING A BY-LAW TO REGULATE TRAFFIC IN THE TOWN
OF GODERICH AND TO CONTROL AND REGULATE THE USE OF STREETS
AND BOULEVARDS IN SAID TOWN AND TO REPEAL RELATED BY-LAWS
SCHEDULE 13

PART II PROVINCIAL OFFENCES ACT

ITEM 1	COLUMN 1 SHORTFORM WORDING	COLUMN 2 PROVISION CREATING OR DEFINING OFFENCE	EARLY VOLUNTARY PAYMENT PAYABLE WITHIN 7 DAYS	COLUMN 3 SET FINE
1	Parked more than 15 cm out from curb	Part V section 2a)i	\$35.00	\$45.00
2	Improper parallel parking	Part V section 2a)ii	\$35.00	\$45.00
3	Parked longer than 2 hours	Part V section 4a	\$35.00	\$45.00
4	Parked in the Courthouse Square	Part V section 4h	\$35.00	\$45.00
5	Parked longer than 4 hours	Part V section 4i	\$35.00	\$45.00
6	Parked on grass boulevard	Part V section 5c	\$35.00	\$45.00
7	Parked on sidewalk	Part V section 5d	\$35.00	\$45.00
8	Obstructing driveway	Part V Section 5e	\$35.00	\$45.00
9	Parked within 6 m of intersection	Part V section 5f	\$35.00	\$45.00
10	Parked within 15 m of level crossing or railway	Part V section 5g	\$35.00	\$45.00
11	Parked on road of less than 6 m width	Part V section 5h	\$35.00	\$45.00
12	Parked longer than 24 hr.	Part V section 5i	\$35.00	\$45.00
13	Parked within 3 m of fire hydrant	Part V section 5j	\$35.00	\$45.00
14	Parked obstructing traffic at site of street work	Part V section 5k	\$35.00	\$45.00
15	Parked on roadway side of other vehicle parked	Part V Section 5l	\$35.00	\$45.00
16	Parked in space marked "No parking" by police	Part V section 5m	\$35.00	\$45.00
17	Parked, obstructing adjoining parking space	Part V section 5n	\$35.00	\$45.00
18	Parked within 30 m of intersection having traffic signals	Part V section 5o	\$35.00	\$45.00
19	Parked blocking other parked vehicle	Part V section 5p	\$35.00	\$45.00
20	Unauthorized parking in space reserved for doctor or emergency vehicle	Part V section 5q	\$35.00	\$45.00
21	Parked in a school bus loading zone	Part V section 5r	\$35.00	\$45.00
22	Parked on beach or in municipal park	Part V section 5t	\$35.00	\$45.00
23	Parked in turning basin	Part V section 6a	\$35.00	\$45.00
24	Parked in front of building entrance	Part V section 6b	\$35.00	\$45.00
25	Parked at entrance to Fire Hall or Hospital	Part V section 6c	\$35.00	\$45.00
26	Parked in delivery Zone	Part V section 6d	\$35.00	\$45.00
27	Parked between 2 am and 7 am where prohibited	Part V section 6e	\$35.00	\$45.00
28	Parked on prohibited street	Part V section 6f	\$35.00	\$45.00
29	Parked in Judges reserved	Part V section 6g	\$35.00	\$45.00

	parking			
30	Parked in bus loading zone for 110 North Street	Part V section 6h	\$35.00	\$45.00
31	Parked in loading zone at entrance of 57 Napier Street	Part V section 6i	\$35.00	\$45.00
32	Stopped on prohibited street	Part V section 7	\$75.00	\$85.00
33	Parked, unauthorized in space designated for accessibility	Part VI section 4	N/A	\$300.00

NOTE: The general penalty provision for the offences listed above is Part VIII, section 1 of By-Law 43-2025, certified copies of which have been filed.



THE CORPORATION OF THE TOWN OF GODERICH

BY-LAW NO. 44 OF 2025

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO AFFIX THE CORPORATE SEAL TO A DISPOSAL OF SURPLUS ASSETS POLICY FOR THE CORPORATION OF THE TOWN OF GODERICH

WHEREAS the Council of the Corporation of the Town of Goderich deems it necessary and desirable to execute a Disposal of Surplus Assets Policy;

AND WHEREAS this Policy is attached hereto and forms part of this By-Law;

AND WHEREAS the Corporation of the Town of Goderich is agreeable to the terms of this Policy;

NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWN OF GODERICH ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be and are hereby authorized to execute and affix the Corporate Seal the Disposal of Surplus Assets Policy attached hereto.
2. That the Policy shall take effect on the day of its passing.

READ A FIRST AND SECOND, AND THIRD TIME THIS 7TH DAY OF APRIL 2025.

MAYOR, Trevor Bazinet

CLERK, Andrea Fisher



Administration By-Law No. 44 of 2025 – Disposal of Surplus Asset Policy

Area: Administration Effective Date: April 7, 2025

Subject: Disposal of Surplus Assets Policy Revision Date:

1. POLICY STATEMENT

The Town of Goderich is committed to recovering maximum residual financial or social value from the disposal or transfer of surplus assets, through efficient, equitable and transparent processes that minimize environmental impacts and fully comply with environmental and health and safety legislation.

2. SCOPE

This policy applies to the disposal of the Town’s physical assets other than land and to all Town departments, employees and council members. This policy does not apply to disposal of land.

3. DEFINITIONS

“**appraisal**” means a method of determining market value as of a specified date by a qualified appraiser as outlined by the Appraisal Institute of Canada;

“**Town**” means the Town of Goderich;

“**Council**” means the elected council of the Town of Goderich

“**employee**” means all employees and officers of the Town of Goderich as defined in all collective agreements and employment by-laws;

“**environmental impacts**” mean impacts that adversely affect the natural environment;

“**fair market value**” means the price at which an item would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of relevant facts.;

“**information technology assets**” means any technological device capable of retaining data, including but not limited to computing devices, peripherals, software/hardware, servers, printers, copiers, facsimile equipment, or mobile devices, and includes leased equipment;

“**Lot**” means a group of such assets being disposed of at the same time;

“net residual value” means the carrying value of the asset in the Town of Goderich’s asset register less depreciation and anticipated disposal costs as recorded in the Town’s financial records. If the asset is not in the Town’s asset register, the carrying value is zero.

“obsolete” means outdated and/or not economically feasible for upgrading or repair;

“physical assets” means tangible assets not including real property

“proceeds” means the net revenues gained from the sale of an asset;

“social value” means a benefit to the Goderich community, other than a financial benefit, and includes consideration of the environmental impacts that may be associated with disposal of an asset;

“surplus assets” means tangible assets belonging to the Town that have reached the end of their useful life and have been determined to be obsolete, no longer needed or no longer usable, as recommended by the relevant department manager or delegate.

5. PURPOSE

1. This policy establishes the procedures for disposal of surplus assets and is intended to ensure:

- (a) Efficiency, equity and transparency in transactions;
- (b) Financial or social value to taxpayers;
- (c) Minimized environmental impacts; and
- (d) That surplus assets are properly written off in the Town’s financial management system and for audit purposes, and are properly accounted for in the Town’s asset management system.

2. Items can be available for disposal because they are:

- (a) Required to be disposed of under a particular policy or administrative directive;
- (b) No longer required due to Council direction or to changed policies, procedures, services, functions or usage patterns;
- (c) No longer in compliance with workplace health and safety standards;
- (d) Found to contain hazardous material; and/or
- (e) Beyond repair.

6. AUTHORITIES

Council approves:

- (a) This policy and any future amendments thereto;
- (b) Disposal by donation or gift of a surplus asset or lot of surplus assets whose fair market value or net residual value is estimated to be greater than \$1,500;

The Chief Administrative Officer (CAO) approves:

(a) Disposal by donation or gift of a surplus asset or lot of surplus assets whose fair market value or net residual value is less than \$1,500 and greater than \$200;

The Director of Community Services, Operations and Infrastructure approves:

(a) The declaration of a physical asset as a surplus asset whose fair market value or net residual value is greater than \$200.

(b) The method of disposal of a surplus asset other than by donation or gift.

A Department Manager recommends:

(a) The declaration of an asset as surplus whose fair market value or net residual value is less than \$200;

(b) The method of disposal of a surplus asset other than by donation or gift

7. PROCEDURES FOR DISPOSAL OF SURPLUS ASSETS OTHER THAN LAND

Value Measurement

All Town assets will be valued at the higher of net residual value and fair market value for determination of the method of disposal.

Declaration of a Physical Asset as a Surplus Asset

Where any goods or equipment are considered to be surplus assets by a department, the Department Manager shall prepare a report.

(a) Where the fair market value or net residual value is \$200 or more, the report is provided to the appropriate Director or CAO. The Director and /or the CAO is authorized to declare the item(s) as surplus assets, including where the replacement of goods has already been approved as a trade in as part of the procurement process.

(b) The report will include an estimate of the fair market value of the surplus asset.

(c) The report will include a description of the surplus asset including its age and reason for it to be considered surplus.

(d) The report will identify a recommended disposal method, with supporting rationale.

Surplus assets with negligible or no fair market value may be deemed by the departmental manager or delegate to be garbage pursuant to the criteria set out in Appendix A to this policy and will be appropriately discarded in an environmentally sensitive manner, recycled, or disassembled and used for parts.

Offering to Another Town Department

Where appropriate, surplus assets will be offered to another Town department via a notification email before proceeding to a disposal method. Departments will have the opportunity to obtain the surplus asset on a first come, first served basis.

Surplus Asset Disposal Options

Surplus items may be disposed of through formal auction, internet offering, tender, trade-in, or other means, whichever is in the best interest of the Town as recommended by the Departmental Manager or Director. In all cases, the Manager/Director will ensure Treasury staff are consulted and involved as appropriate in determining the appropriate disposal method.

(1) Trade in the surplus asset on new replacement equipment

This may be a preferred option in purchases to replace equipment, in which case it will be included as a term of the publicly issued procurement document.

(2) Donate to another entity

Donations may be made to governments or non-profit organizations, not to individuals, businesses or corporations, giving priority to organizations with a public or community service role that provides social value.

(a) For surplus assets or lot of surplus assets whose fair market value or net residual value exceeds \$1,500 only Council may authorize donations.

(b) For surplus assets or lot of surplus assets whose fair market value or net residual value is less than \$1,500 and greater than \$200, the CAO may authorize donations.

(3) Public Sale

Sale of a surplus asset will occur through a competitive commercial mechanism such as a competitive bid, online auction (e.g., Govdeals.com or other online options) or public auction, wherein the successful bidder shall be the bidder with the highest bid.

Preference shall be given to the least costly method of sale, including consideration of related staff time.

All proceeds from the sale of surplus assets shall be accounted for as Town's revenue and are not to be used for the benefit of any employee or department unless as determined in approved budgets.

Where a member of the public and a Town employee or elected official offer the same price, the item will be sold to the member of the public.

(4) Private Sale

When a surplus asset has not sold in at least **two public offerings**, the asset may be sold to a member of the public, or a Town employee or elected official who offers the Town the minimum reserve price.

(5) Garbage

Surplus assets deemed to be garbage may be destroyed or otherwise disposed of in an appropriate and safe manner that minimizes environmental impacts. See *Appendix A - Criteria for Deeming a Surplus Asset to be Garbage*.

Conditions of Disposal

All surplus assets disposed of by donation, gift, public sale or private sale shall be accepted as-is and where-is and without warranty or guarantee. The new owner shall assume all risk and expense associated with these assets.

Disposal of Information Technology Assets

All information technology assets must be properly cleaned of sensitive data and software, before being disposed of.

Any cost of cleaning the information technology assets must be considered as a cost of disposal when determining the least-cost disposal method available.

All sensitive information, data and software removed from information technology assets must be retained by the Town or disposed of in accordance with applicable policies, administrative directions and/or legislation.

Removal of Town Asset Identifiers

Any asset code tags, Town logos or other information that would identify a surplus asset item as Town property shall be removed prior to:

- (a) Disposal of a surplus asset by donation, gift, public sale or private sale; or
- (b) Recycling, re-purposing or disposal in a landfill, in the event the item is deemed to be garbage.

8. PROHIBITONS

No Council member, officer or employee of the Town shall be permitted to purchase surplus assets unless through a public disposal process, except in the circumstances set out in *Surplus Asset Disposal Options (4) Private Sale* section of this policy.

No employee shall bid on the sale of surplus assets except those disposed of at arm's length by public auction, internet auction, or tender, except in the circumstances set out in *Surplus Asset Disposal Options (4) Private Sale* of this policy.

Employees deemed to have the ability to influence decisions with respect to the disposal arrangements of the surplus assets are not permitted to receive surplus items. This restriction is

not intended to prohibit any employee from purchasing surplus assets offered for sale pursuant to sections *Surplus Asset Disposal* Options (3) Public Sale and (4) *Private Sale*) of this policy.

Under no circumstances may a surplus asset be donated to a Town employee, Council member or their relatives.

In the event of special circumstances requiring direction outside of the above outlined requirements, a written request shall be submitted to the CAO and/or Council.

Appendix A

Criteria for Deeming a Surplus Asset to be Garbage

A guiding principle in dealing with surplus assets is to realize value for taxpayers. That suggests efforts should be made to realize benefits via repairing, re-purposing or selling an item. However, there will certainly be instances where the administrative costs of processing a surplus asset more than offset any benefit to be gained.

To assist in determining when a surplus asset should be disposed of as garbage, the following criteria should be considered:

- How old is the item? Is it past its useful life expectancy?
- Does its continued use pose any kind of health or safety hazard?
- Can it be repaired? Are parts available?
- Is there any realistic resale value?
- Can it be dismantled and used for parts?
- Can it be re-purposed?
- Does its continued use, whether by the Town or by a potential buyer, expose the Town to liabilities of any kind, including those related to health and safety?
- Is it of high enough value to warrant the investment of staff time and/or resources to repair, re-purpose or resell the item? What would that cost the Town in staff time and/or resources?



**THE CORPORATION OF THE TOWN OF GODERICH
BY-LAW NO. 45 OF 2025**

BEING A BY-LAW TO TEMPORARILY STOP UP TRAFFIC ON SATURDAY, MAY 3, 2025, ON HARBOUR STREET FROM WEST STREET TO THE ROTARY BEACH HUT FOR THE PURPOSE OF THE BATTLE OF THE ATLANTIC CEREMONY

WHEREAS Section 35 of the Municipal Act, R.S.O., 2001, c. 25, s. 35 provides that a Municipality may pass By-Laws removing or restricting the common law right of passage by the public over a highway and common law right of access to the highway by an owner of land abutting a highway;

AND WHEREAS the Town of Goderich Council received correspondence from Patrick Armstrong dated February 15, 2025, requesting the temporary stop up of traffic on of Harbour Street from 10:00 AM to 10:15 AM on Saturday, May 3, 2025;

AND WHEREAS Council requires that Patrick Armstrong notify all emergency services accordingly, i.e. Police, Fire, EMS;

AND WHEREAS Council feels it is desirable to allow the temporary stop-up of traffic on Harbour Street;

AND WHEREAS a map outlining the closure is attached hereto.

NOW, THEREFORE, THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWN OF GODERICH ENACTS AS FOLLOWS:

1. The temporary stop up of traffic on Harbour Street from West Street to the Rotary Beach Hut from 10:00 AM to 10:15 AM on Saturday, May 03, 2025.S
2. That the Mayor and Clerk are hereby authorized to execute and affix the Corporate Seal.

READ A FIRST, SECOND, AND THIRD TIME AND FINALLY PASSED THIS 7TH DAY OF APRIL 2025.

MAYOR, Trevor Bazinet

CLERK, Andrea Fisher





**THE CORPORATION OF THE TOWN OF
GODERICH BY-LAW NO. 46 OF 2025**

**BEING A BY-LAW TO SET VARIOUS FEES FOR THE
CORPORATION OF THE TOWN OF GODERICH FOR 2025
AND TO REPEAL BY-LAW 130 OF 2024**

WHEREAS Part XII of the Municipal Act, 2001, as amended authorizes a municipality to impose fees and charges;

AND WHEREAS the Planning Act, RSO 1990, as amended, Section 69(1) authorizes the establishment of a tariff of fees for the processing of applications made in respect of planning matters;

AND WHEREAS Section 7 of the Building Code Act, S.O. 1992, c. 23, as amended by the Services Improvement Act, S.O., 1997, c. 30, empowers municipal councils to pass by-laws respecting construction, demolition and change of use permits and inspections;

AND WHEREAS the Council of the Corporation of the Town of Goderich deems it expedient to establish fees in the Town.

NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWN OF GODERICH ENACTS AS FOLLOWS:

1. That the Town of Goderich hereby adopts the fees in the attached Schedules to this By-Law.
2. That this By-Law be cited as the “Consolidated Fee By-Law”.
3. That any schedule can be amended by resolution or by-law of Council and that the amended schedule shall form part and be included in the Consolidated Fee By-Law.

SCHEDULE A	Child Care Fees
SCHEDULE B	Building Department Fees
SCHEDULE C	Plumbing and Sewer Fees
SCHEDULE D	Planning and Related Fees
*SCHEDULE E	Airport Fees
SCHEDULE F	Public Works Fees
*SCHEDULE G	Maitland Cemetery Fees
**SCHEDULE H	Sanitary Sewer Rates
**SCHEDULE I	Water Rates
SCHEDULE J	Fire Department Fees
SCHEDULE K	License Fees
SCHEDULE L	Animal Control Fees
SCHEDULE M	Enforcement Fees
SCHEDULE N	Paid Parking - Waterfront
SCHEDULE O	Recreation Fees
SCHEDULE P	Marina Fees
SCHEDULE Q	Administration Fees
SCHEDULE R	Other Fees

4. * Schedules are subject to a Consumer Price Index (CPI) increase in January, annually.
5. ** Schedules H and I are subject to a 4.8% increase in January of each year based on the 2020-2025 Water Works and Wastewater Works Financial Plans.
6. CPI is a calculation of the average rate of the previous twelve (12) months.
7. Subject to any provision to the contrary in a specific by-law, all fees and charges imposed under any By-Law of the Municipality shall be due and payable on the specified due date, or where no due date is stipulated, within thirty (30) days of the date of issuance of the invoice setting out the fee or charge. Any amount remaining unpaid after thirty (30) days shall bear interest from the due date until paid at a rate per annum of fifteen percent

(15%), not compounded, to be calculated at a rate of two percent (1.25%) per month.

8. That any other fee in any by-law inconsistent with these fees and charges are hereby repealed.
9. That this By-Law shall come into full force and effect on March 17, 2025 unless specified otherwise.
10. That By-Law 130- of 2024 be hereby repealed.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THE 7TH DAY OF APRIL 2025.

MAYOR, Trevor Bazinet

CLERK, Andrea Fisher

SCHEDULE “A”

Childcare fees reflect the mandated fee reductions as per the Canada-Ontario Canada-Wide Early Learning and Child Care (CWELCC) program

AGE	PROGRAM	EFFECTIVE JANUARY 1, 2025
Infant	One Full Day	\$22.00
Toddler	One Full Day	\$22.00
Pre-School	One Full Day	\$22.00
Late Pick-Up Fee	Centre is locked at 5:30 PM. If a child is still in attendance after 5:30 PM, the Child Care Teacher will call the parent for pick ups that occur after 5:30 p.m.	Additional fee equal to a minimum of 2 hours labour and benefits rate for a Step 5 ECE Teacher will be charged

One half day = 5 hours (or less) of provided childcare services.

Childcare services are exempt from HST

**SCHEDULE B
BUILDING DEPARTMENT FEES**

FEES

1. Permit Fees will be charged as outlined in the Table below.
2. The minimum basic fee for any permit is \$158.00.
3. Fireplaces and uncovered decks are included in the permit fee for single detached residences when installed at the same time as the residence is being constructed.
4. Inspections outside of normal working hours, authorized by the Chief Building Official, will be charged a minimum of \$100.00 for each hour.
5. Any other building or structure not included in the Table below or where square footage cannot be calculated effectively, a rate of \$10.00 per \$1,000.00 of construction value shall be charged for a building permit.
6. Where work or construction is carried out or commenced prior to permit issuance, the municipality shall be compensated for the additional expenditures required because of the unlawful commencement of the work. The minimum fee charged in addition to the required regular permit fee shall be 100% of the required fee based on the entire work to be performed and exclusive of any part into which the application for permit may be subdivided.

	CLASS OF PERMIT	FEE EFFECTIVE JANUARY 1, 2025	APPLICABLE TAXES
A	CONSTRUCTION-New Building, Additions, Mezzanines	\$158.00 Base +	Exempt
	Group A Assembly Occupancy +	1.73/ft ²	Exempt
	Group B Care & Detention Facilities	1.73/ft ²	Exempt
	Group C Residential Occupancies	1.73/ft ²	Exempt
	Single Residences, Semis, Duplexes, Non-Permanent Dwellings	1.73/ft ²	Exempt
	Apartment Buildings	1.73/ft ²	Exempt
	Hotels/Motels	1.73/ft ²	Exempt
	Group D Business and Personal Services		
	Office Buildings	.98/ft ²	Exempt
	Group E Mercantile		
	Retail Stores	.98/ft ²	Exempt
	Group F Industrial		
	Manufacturing Buildings & Warehouses	.98/ft ²	Exempt
	Group G Interior Shell	.49/ft ²	Exempt
	Group H Green Energy		
	Wind Turbine Permits	\$158.00 + \$10.00 per \$1000 of construction value	Exempt
	Solar Collecting Devices	\$158.00 + \$10.00 per \$1000 of construction value	Exempt
	ACCESSORY RESIDENTIAL-including attached & detached parking garages/carports and storage sheds	.49/ft ²	Exempt
	Exterior decks, ramps, landings and uncovered porches	The greater of \$158.00 or .30/ft ²	Exempt
B	ALTERATIONS/RENOVATIONS-All classes		
	Flat fee of \$158.00 plus \$11.25 per \$1,000.00 of construction value when the building or structure exceeds \$5,000.00 of construction value		Exempt

**SCHEDULE B cont'd
BUILDING DEPARTMENT FEES**

	CLASS OF PERMIT	FEE EFFECTIVE JANUARY 1, 2025	APPLICABLE FEES
C	DEMOLITION-All structures	\$158.00	Exempt
D	DESIGNATED STRUCTURES (O.B.C. 1.3.1, Div. A, Pt 1)	\$158.00	Exempt
E	MISCELLANEOUS		
	Chimneys, fireplaces, solid fuel wood burning appliances	\$158.00	Exempt
	Elevators/escalators/lifts	\$158.00	Exempt
	Tents (per site)-more than 646 square feet, air supported structures and temporary Structures (as per O.B.C. 3.14, Div. B, Pt. 3)	\$158.00	Exempt
	Bed and Breakfast Inspections	\$ 79.50	Exempt
F	MECHANICAL WORK (STAND ALONE)		
	HVAC, Residential	\$158.00	Exempt
	Commercial Kitchens, Spray Booths, Dust Collectors	\$158.00	Exempt
	Sprinkler Systems	\$158.00	Exempt
	Elevators/escalators/lifts	\$158.00	Exempt
G	ELECTRICAL WORK (STAND ALONE)		
	Fire Alarm systems & Electrical work	\$158.00	Exempt
	Electromagnetic locks and hold open devices	\$158.00	Exempt
H	CONDITIONAL BUILDING PERMIT		
	Minimum (all other fees and agreements excluded)	\$158.00	Exempt
I	CHANGE OF USE		
	All structures-flat fee of \$158.00 plus \$11.25 per \$1,000.00 of construction value for buildings & structures that exceed \$5,000.00 of construction value		Exempt
J	ADDITIONAL INSPECTIONS		
	All inspections requested in addition to inspections listed on a building permit. All additional inspections at the discretion of the Chief Building Official	\$79.50	Exempt
K	SWIMMING POOLS	\$158.00	Exempt
L	CERTIFICATE OF COMPLIANCE	100% actual costs	Exempt
M	MUNICIPAL PROPERTY PROTECTION AND PERFORMANCE SECURITY DEPOSITS	Value of the building permit. Deposit returned when final inspection completed.	Not applicable
	Value of the building permit		

**SCHEDULE C
PLUMBING AND SEWAGE FEES**

	FEE EFFECTIVE JANUARY 1, 2025	APPLICABLE TAXES
Basic Fee (Plumbing Permit)	\$216.00	Exempt
Total Fixture Units	X \$12.25 per fixture unit	Exempt
Sewer Inspections	\$138.70 for the first 30 metres and \$3.30 for each additional 30 metres	Exempt
Water connections inspections	\$138.70 for first 30 meters and \$3.30 for each additional 30 metres	Exempt
Repeat Inspections	\$133.60	Exempt
Alterations without addition of fixtures	\$8.15	Exempt
Storm sewer inspection	First 30 metres \$138.70	Exempt
Storm sewer inspection	\$2.05 per linear meter exceeding 30 meters x \$2.00	Exempt
Catch basins/manholes inspection	\$11.20	Exempt
Inspection of testable backflow prevention devices	\$81.60/unit	Exempt
Rain water leader piping inspection	\$2.05 per linear meter	Exempt
Roof drains inspection	\$11.20 per drain	Exempt
Main building drain inspection	\$2.05 per linear meter	Exempt
Fire/water service inspections	First 30 meters - \$139.70	Exempt
Fire/water service inspections	\$2.05 per linear meter exceeding 30 meters	Exempt
Additional plan review	\$98.23 per hour	Exempt
Permit transfer	\$55.00	Exempt
Reactivation of permit	\$110.00	Exempt
Onsite consultation	\$55.00	Exempt
Plumbing Permit Search	\$79.50	Exempt
Backflow Program – Annual Test Report	\$35.50	+HST
Backflow Program – Late Fee for Test Reports	\$20.40	+HST

SEWAGE SYSTEMS RELATED INSPECTIONS

	FEE EFFECTIVE JANUARY 1, 2025	APPLICABLE TAXES
Class 2 permit	\$304.98	Exempt
Class 4 permit	\$657.90	Exempt
Class 4 (tertiary system) permit	\$769.00	Exempt
Class 5 permit	\$770.00	Exempt
Lot assessment site visit	\$55.00	Exempt
Permit for addition/repair to system	\$321.00	Exempt
Severance application inspection (up to 2 lots)	\$283.50	Exempt
Severance application inspection (more than 2 lots)	\$539.50	Exempt
Plan of subdivision (>5 lots)	\$1,120.00	Exempt
Minor variance inspection	\$134.50	Exempt
Rezoning inspection	\$134.50	Exempt
Official Plan Amendment	\$191.75	Exempt
Property enquiry – file search	\$191.75	Exempt
Property enquiry – site visit	\$397.80	Exempt

**SCHEDULE D
PLANNING AND RELATED FEES**

TYPE	FEE -EFFECTIVE JANUARY 1, 2025	APPLICABLE TAXES
Site Plan Application	\$1,000.00 plus recovery of any costs Deposit will be requested upon application	Exempt
Amendments to Existing Site Plan and/or Agreements	\$250.00 plus recovery of any costs	Exempt
Appeal to the Local Planning Appeal Tribunal (LPAT)	As prescribed by LPAT	Exempt
Copy of Zoning By-law	\$20.00	HST inclusive
Copy of Official Plan	\$10.00	HST inclusive
Cash In Lieu of Parking	\$1,500.00 per parking space	Exempt
Parkland Dedication – By-Law 136 of 2017	\$500.00 per lot created	Exempt
Subdivision Agreements	Full cost recovery of Engineering and Legal costs incurred by municipality. Deposit will be requested upon application	+HST

2025 PLANNING APPLICATION FEES: (Effective January 1, 2025)

TYPE OF APPLICATION	Local Municipal	Huron County	TOTAL FEE
Official Plan Amendment (OPA), Local OPA, County OPA	\$1,840.00	\$4,280.00	\$6,120.00
Official Plan Amendment (OPA), Local OPA, County OPA-New or expanding aggregate operation	\$3,670.00	\$8,570.00	\$12,240.00
Zoning By-law Amendment (ZBLA)	\$1,350.00	\$2,730.00	\$4,080.00
Zoning By-law Amendment (ZBLA) -New or expanding aggregate operation if no OPA is required	\$3,370.00	\$6,830.00	\$10,200.00
Minor Variance (1 variance)	\$1,100.00	\$1,450.00	\$2,550.00
Minor Variance (2 variances)	\$1,430.00	\$1,890.00	\$3,320.00
Minor Variance (3 or more variances)	\$1,750.00	\$2,330.00	\$4,080.00
Consent-Technical (e.g. lot additions, easements, ROW's, Validation Certificates, re-creation of original lots, cancellation certificate etc.)	\$765.00	\$2,295.00	\$3,060.00
Consent-New Lot Creation (e.g. new lots, surplus farm severances)- Base fee includes one severed and one retained. Add \$2550 (Municipal \$640/County \$1910) for each additional lot created.	\$1150 \$640	\$3440 \$1910	\$4590 Base fee includes one severed and one retained - add \$2550 for each additional lot created
Retained Land Certificate		\$510.00	\$510.00
Cancellation Certificate		\$510.00	\$510.00
Change of Consent Condition or Consent Endorsement Certificate		\$510.00	\$510.00
Plan of Subdivision/Condominium	\$2,550.00	\$7,650.00	\$10,200.00
Lots/Blocks/Units over 10	add \$70 per lot/unit/block	add \$130 per lot/unit/block	add \$200 per lot/unit/block
Draft approval extension - First extension	\$640.00	\$1,910.00	\$2,550.00
-Any subsequent extension	\$1,270.00	\$3,830.00	\$5,100.00
Phasing, Final Approval*	\$765.00	\$2,295.00	\$3060 per final approval/phase*
Changes to a Draft Approval Plan or Conditions*	\$510.00	\$1,530.00	\$2,040.00
*Note: Where Final Approval, Phasing or Changes to draft plan conditions result in the creation of additional lots/blocks/units, an additional fee of \$200/lot/block/unit shall apply.	\$70.00	\$130.00	\$200 per lot/block/unit
Removal of Holding (H) Symbol	\$510.00	\$510.00	\$1,020.00
Renewal of Temporary Use Zoning By-law	\$1,010.00	\$2,050.00	\$3,060.00
By-law to Deem lots not in a Plan of Subdivision, or the repeal of such By-law *	\$510.00	\$510.00	\$1,020.00
Part Lot Control *	\$1,530.00	\$1,530.00	\$3,060.00
	add \$100 per additional conveyable Part over 2	add \$100 per additional conveyable Part over 2	plus \$200 per additional conveyable Part over 2
*For Deeming and Part Lot Control, applicants cover all legal costs & by-law prep			
Application Re-circulation fee (resulting from a change/meeting cancellation requested by the applicant)	Fee to be paid to Municipality responsible for re-circulation.	Fee to be paid to Municipality responsible for re-circulation.	\$510.00
Site Plan Control	Fee to be set by local Municipality	\$760 County base fee (additional cost recovery for more than 4 hours of review)	Variable
Agreements: , subdivision, condominium, development, lot grading & drainage (Costs to be reimbursed for legal and engineering).	Cost recovery	Cost recovery	Variable-Cost recovery
Natural Heritage Review by County Biologist (if development is proposed within 120m of a Natural Heritage feature): comments on planning application Review terms of reference and EIS		\$510 comments on planning application \$60/hour billed hourly for review of Terms of Reference and EIS	\$510 for comments on planning application \$60/hour billed hourly for review of Terms of Reference and EIS
Note: On January 1st each year, planning fees will be increased on a percentage basis rounded up or down to the nearest ten-dollar increment consistent with the Statistics Canada Consumer Price Index for Ontario for the previous calendar year (October to October), if the index shows an increase.			

**SCHEDULE E
AIRPORT FEES**

TYPE		FEES-EFFECTIVE JANUARY 1, 2025
Grass	Month	\$63.00 + HST
	Day	\$8.30 + HST
Paved + Hydro	Month	\$132.60 + HST
	Day	\$20.15 + HST
Paved	Month	\$94.85 + HST
	Day	\$13.25 + HST
Landing Fee	Visiting Commercial Aircraft - 5,000 kg or more gross registered weight	\$150.00 + HST
Landing Fee	Military/ Medevac/Hydro One/ OPP	\$250.00 per landing + HST
Callout	3 hour	\$150.00 + HST Not subject to CPI
Callout	Each hour over 3 hours	\$51.00 + HST
Signage on entry pylon (3' x 8')	Annual	\$405.00 + HST
Flight School Airfield Operating Rate	Annual fee for unlimited use	\$750 per year + HST
Airport Property Rental Fee	Approved municipally significant events	\$500/day + HST

Fees will be increased annually by the CPI rate.

**SCHEDULE F
PUBLIC WORKS FEES**

TYPE	FEE-EFFECTIVE JANUARY 1, 2025	APPLICABLE TAXES
Wood		
Preference will be given to in town deliveries	\$127.50 per load for in town delivery	+HST
	\$178.50 per load for out of town delivery	+HST
Work Approval Permit		
All applications except water	\$178.50	+HST
Water services	See schedule 'P'	
Sidewalk Replacement		
	\$15.30 per square foot	Exempt
Machinery & Operator Schedule		
	All Machinery and Operator fees are per hour plus labour costs + 40% payroll burden and a \$25.00 administration fee	
Bucket Truck	\$112.00 per hour	+HST
Sewer Flusher	\$112.00 per hour	+HST
Sweeper-Sweep Streets	\$112.00 per hour	+HST
Backhoe/Loader	\$92.00 per hour	+HST
Chipper	\$41.00 per hour	+HST
Chain Saws	\$ 7.15 per hour	+HST
Concrete Saws	\$ 7.15 per hour	+HST
Single Axle Dump Truck	\$85.00 per hour	+HST
Tractor + Attachments	\$51.00 per hour	+HST
½ Ton Truck pick up	\$25.50	+HST
Loader/Blower-Airport	\$190.00	+HST
Administration fee – insurance claim documentation	\$55 flat fee	+HST
Tree Removal		
	Cost recovery. Removal at discretion and approval of Town.	
Signs		
Sign permit	\$102.00	Exempt
Sandwich Board Signs permit	\$49.00 per calendar year	Exempt
Banners (hanging up and taking down)	\$510.00	Inclusive of HST

**SCHEDULE G
MAITLAND CEMETERY**

INTERMENT RIGHTS FEES:

Adult

Resident.....\$1,224/lot
Non-Resident.....\$1,698/lot

Adult (cremated) - Urn Garden

Resident.....\$750/lot
Non-Resident.....\$1,121/lot

Veteran Section

Resident.....\$310/lot
Non-Resident.....\$408/lot

Baby Land

Resident.....\$315/lot
Non-Resident.....\$416/lot

Columbarium 3

Rows A& B.....\$2,806/niche
Rows C.....\$2,258/niche
Rows D.....\$1,891/niche

(A Provincial License Fee of \$12 will be added to each of the above-noted lot or niche sold)

CARE AND MAINTENANCE:

Included in the above Interment Rights Fees are amounts to be transferred to the Care and Maintenance Trust Fund as follows:

In-ground grave (24 sq ft or larger)..... - the greater of 40% and \$290
In-ground grave (smaller than 24 sq ft)..... - the greater of 40% and \$175
Niche - the greater of 15% and \$165

OPENING CHARGES:

Graves

	Charges	← ADDITIONAL CHARGES →				
		Interment Saturday AM, (double the tariff)	Saturday after 12:00 Noon	Weekdays after 4:00 PM (per half hour)	Interment Sunday or Statutory Holiday (triple the tariff)	Spring Interments on Saturday from a Mausoleum
Resident (Adult)	\$931.00	+\$931.00	+\$454.00	+\$137.00	+\$1,862.00	+\$610.00
Non-Resident (Adult)	\$1,299.00	+\$1,299.00	+\$454.00	+\$137.00	+\$2,599.00	+\$1,294.00
0-17 years	\$321.00	+\$321.00	+\$454.00	+\$137.00	+\$642.00	+\$610.00

Cremations

	Charges	← ADDITIONAL CHARGES →			
		Interments on Saturday (double the tariff)	Saturday after 12:00 noon	Weekdays after 4:00 p.m. (per half hour)	Interments Sunday or Statutory Holiday (triple the tariff)
Resident (Adult)	\$509.00	+\$509.00	+\$454.00	+\$137.00	+\$1,018.00
Non-Resident (Adult)	\$668.00	+\$668.00	+\$454.00	+\$137.00	+\$1,336.00
0-17 years	\$321.00	+\$321.00	+\$454.00	+\$137.00	+\$642.00

**SCHEDULE G cont'd
MAITLAND CEMETERY**

Columbarium

→ **ADDITIONAL CHARGES** ←

	Charges	Interments on Saturday AM (double the tariff)	Saturday after 12:00 noon	Weekdays after 4:00 p.m. (per half hour)	Interments Sunday or Statutory Holiday (triple the tariff)
Resident (Adult)	\$402.00	+\$402.00	+\$454.00	+\$137.00	+\$804.00
Non-Resident (Adult)	\$509.00	+\$509.00	+\$454.00	+\$137.00	+\$1,018.00
0-17 years	\$321.00	+\$321.00	+\$454.00	+\$137.00	+\$642.00

OTHER CHARGES:

Disinterment and Re-interment

Subject to the same fees as listed above in “Interment Charges”.

Foundation and markers

SMALL (maximum 6 cubic feet)	\$266.00
MEDIUM (over 6 cubic feet, maximum 12 cubic feet).....	\$530.00
LARGE (over 12 cubic feet, maximum 18 cubic feet).....	\$799.00
EXTRA LARGE (over 18 cubic feet)	\$799.00 + \$48.00 for each cu. ft or part thereof in excess of 18 cubic feet
Foundation Removal.....	\$121.00 per foundation
Raise Markers	\$ 49.00 per marker

Care & Maintenance

Flat Marker (smaller than 173 square inches).....	\$ 0.00
Flat Marker (173 square inches or larger).....	\$ 100.00
Upright Marker (4 feet or less in height/4feet or Less in length, including the base	\$200.00
Upright Markers (more than 4 feet in either Height or length, including the base).....	\$400.00

Columbarium 3 Plaques

Bronze Wreath Plaques and Vase End Plaques	\$625.00/plaque
Subsequent Date Engraving.....	\$ 80.00/plaque

Transfer of Lot..... \$ 91.00

Storage Rate

Interment to be in Town	\$156.00
Interment to be out of Town	\$318.00
Interment after June 1 – Surcharge	\$1,054.00

(Applicable Taxes to be added to all fees except Transfer Fees)

***Fees will be increased January 1st annually by the CPI rate, unless otherwise approved by Council. Said CPI rate to be the average CPI rate for the 12 months of the preceding calendar year.**

The above noted annual CPI rate increases do NOT apply to the Licence Fee, and Care & Maintenance Fees.

**SCHEDULE H
SANITARY SEWER RATES**

1. That the following rates be established for the use of the sanitary sewer system and/or the Pollution Control Plant by any person, firm or corporation in the Town of Goderich who uses the water being supplied by the Town of Goderich, except that where a water account provides water to a property and there is no possibility as determined by the Town of Goderich, that any of the supplied water would enter into the sanitary sewer system, that account shall be exempt from the charges in this by-law.

a) For each household unit, the following flat rate will apply per month.

EFFECTIVE JANUARY 1, 2025
\$42.85

b) For each industrial and commercial user, except those who obtain metered water, in the Town of Goderich, the sum of \$43.85 per month.

c) For each Home Occupation user, the sum of \$18.18/month in addition to the household unit charge. Home Occupation defined as follows: “Home Occupation – is a commercial use that is combined with and is secondary to a residential use, - the commercial portion occupies less than 25% of the gross floor area of the residence and, - there is use of municipal services such as water supply, sanitary and storm sewers and generation of waste for the commercial use and/or where clients must visit the property for a service of product.”

d) For each user who obtains metered water from the Town of Goderich the following sewer charges will apply per month:

	EFFECTIVE JANUARY 1, 2025
Minimum Charge	\$46.02
Per cubic metre	\$1.36

2. That the following rates for the use of the sanitary or combined storm and sanitary sewer system and/or the Pollution Control Plant by any persons, firms or corporations in the Town of Goderich who are not being supplied with water by the Town of Goderich.

a) For each household unit, the following per month charge:

EFFECTIVE JANUARY 1, 2025
\$42.85

b) To all commercial and industrial users, a sum of which is equivalent to a sum paid by the users who are being supplied with water by the Town of Goderich and who are carrying on a similar type of business or industry.

3. That the following rates for the use of the sanitary or combined storm and sanitary sewer system and/or the Pollution Control Plant by any persons, firms or corporations in the Town of Goderich who transport sewage to the sanitary sewer, combined sewer or the Pollution Control Plant by means of a tanker.

a) \$29.39/cu. metre of sewage transported.

b) In the case where the person, firm or corporation is supplied by metered water from the Town of Goderich and the person, firm or corporation requests to be charged as per Section I of this by-law, the rates in section I (d) shall apply.

4. The said rates shall be collected on behalf of the Town of Goderich by a third party.

5. Arrears for non-payment of sewage rates in excess of a period of three months shall be added to the tax bill of the owner of the property in respect to which the said arrears were incurred. **Interest on overdue accounts will be charged at a rate of 1.25% monthly, not compounded, to an equivalent of 15% per annum.**

6. Annually all surplus funds collected by Schedule H of this by-law, in excess of the amounts (including allocated administration) needed for operating and capital purposes of the Pollution Control Plant and the sanitary sewer system, shall be placed in the Pollution Control Plant Reserve Fund to be used by the Town of Goderich to repair, maintain or expand the Pollution Control Plant or sanitary sewer system in the Town of Goderich.

** Schedule H is subject to a 4.8% increase in January of each year as per the Wastewater Works Financial Plan.

SCHEDULE I cont'd
WATER RATES

- g) The Town of Goderich will pay for fire protection charge of \$595.98 per hydrant annually.
- h) The Town of Goderich will pay an annual charge per fountain or garden tap of \$43.79.
- i) Existing non-residential applications combined with residential applications that find that the separation of these users, in the opinion of the Town, is not practical the following shall apply. All the water provided will be metered and billed as per this schedule however, the non-residential component will be billed for all the water provided through the meter less 30 cubic meters multiplied by the number of residential units contained in the multi-use application. This billing shall not be less than the combined flat rate charges would be for the total number of non-residential & residential units located at the application.

3. Water Service Charge

Any owner wishing to have a connection made to the water main shall pay the following inspection/connection charge

- | | | |
|----|-----------------------------|--|
| a) | For 19 mm water lines | \$477.66 plus the cost of a work permit |
| b) | For 25 mm water lines | \$690.61 plus the cost of a work permit |
| c) | For all other size services | \$178.35 each plus the actual cost of the connection & materials |

4. The said rates shall be collected on behalf of the Town of Goderich by a third party.

5. **Interest on overdue accounts will be charged at a rate of 1.25% monthly, not compounded, to an equivalent of 15% per annum.**

** Schedule I is subject to a 4.8% increase in January of each year based on the 2020-2025 Water Works Financial Plan.

**SCHEDULE J
FIRE DEPARTMENT FEES**

TYPE	FEE-EFFECTIVE JANUARY 1, 2025	FEE-EFFECTIVE APRIL 7, 2025	TAXES
Fire Inspections + Report			
Residential Smoke and CO alarm inspection		No charge	
Residential inspection with report – single OBC Group C occupancies	\$75.00	\$105.00	+HST
Residential inspection with report, multi-unit Group C occupancies		\$105.00	+ HST
Commercial	\$75.00 per hour	-	+HST
Industrial	\$100.00 per hour	-	+HST
Institutions	\$100.00 per hour	-	+HST
Commercial, industrial or institutional OBC classification A,B,D, E and F (less than 10,000 square feet)		\$120.00	+ HST
Commercial, industrial or institutional OBC classification A,B,D, E and F (for each additional 2,500 square feet over 10,000 square feet)		\$30.00	+ HST
Mobile Canteen and Refreshment Stands	\$50.00 per hour	\$50.00 per hour	+HST
For each follow up or reinspection		\$30.00	+HST
File Search	\$75.00	\$80.00	+HST
False Alarms			
First and Second false alarm and/or failure of the keyholder to attend alarm location within twelve months of the first	No charge	No charge – written notice on second offense	
Third and subsequent false alarms and/or failure of key holder to attend alarm location within twelve months of the first – same building- due to faulty or improperly installed or maintained equipment or in the opinion of the Fire Chief or Designate that alarm could have been prevented by alternate measures	Current MTO rate per hour per vehicle plus personnel costs plus any additional costs for each and every call	Current MTO rate per hour per vehicle plus personnel costs plus any additional costs for each and every call	Exempt
Other			
Attendance at open air/controlled burn – illegal/unauthorized		Current MTO Rates (At Chief’s discretion)	Exempt
Service rendered at an illegal incident to support OPP or RCMP	Current MTO rate per hour per vehicle plus personnel costs plus any additional costs for each and every call	Current MTO rate per hour per vehicle plus personnel costs plus any additional costs for each and every call	Exempt
For attending an incident at a property where no locate was obtained or where requirements of the locate have not been followed		Current MTO rate + personnel + any additional costs per call	Exempt

**SCHEDULE J
FIRE DEPARTMENT FEES cont'd**

Service rendered at a Motor Vehicle Accident (MTO call) HWY 21 or HWY 8	Current MTO rate per hour per vehicle plus personnel costs plus any additional costs for each and every call	Current MTO rate per hour per vehicle plus personnel costs plus any additional costs for each and every call	Exempt
For response to incidents involving the release, or potential release, of dangerous goods	Current MTO rate per hour per vehicle plus personnel costs plus any additional costs for each and every call	Current MTO rate per hour per vehicle plus personnel costs plus any additional costs for each and every call	Exempt
Fire Suppression Foam and Dry Chemical Foam	Full Cost Recovery		Exempt
Firefighter personnel cost per hour	\$70.00	\$70.00	
Residential Smoke and Carbon Monoxide Detectors provided to resident per alarm		Costs recovery	+HST
Extraordinary Expenses			
If the fire department responds to a motor vehicle collision or other emergency at any property in Town and the Fire Chief or Designate determine that it is necessary to retain a private contractor, rent special equipment not normally carried on a fire apparatus, or use more materials than are carried on a fire apparatus in order to determine origin and cause, make safe or otherwise control and eliminate an emergency or damage to equipment owned by the Town, the owner shall be charged those expenses incurred	Full Cost Recovery	Full Cost Recovery	Exempt
Fire Marque Agency Agreement			
Fire Department Response Fees/Indemnification Technology ®	Current MTO rate per hour per vehicle plus personnel costs plus any additional costs for each and every call	Current MTO rate per hour per vehicle plus personnel costs plus any additional costs for each and every call	

**SCHEDULE K
LICENCE FEES**

TYPE	FEE-EFFECTIVE JANUARY 1, 2025	APPLICABLE TAXES
Taxi Licences		
Taxi Licence (including 1st car)	\$100.00 (up to May 1st)	Exempt
Taxi Licence (including 1st car)	\$150.00 (after May 1st)	Exempt
Each car thereafter	\$16.00	Exempt
Taxi cab licence (first one) (driver)	\$25.00 (May 1st to April 30th)	Exempt
Each one thereafter	\$25.00	Exempt
Outdoor Café Licences	\$200.00 per year	Exempt
Annual Encroachment		
- Patios 12 or fewer seats	\$150.00	Exempt
- Patios with 13 or more seats	\$300.00	Exempt
Mobile Canteen Licence	\$220.00	Exempt
Refreshment Stands Licence	\$220.00	Exempt
Hawkers or Peddlers Licence – For Market Produce Only	\$300.00/calendar year	Exempt
Hawkers or Peddlers Licence	\$270.00 per day per individual or business	Exempt
Licence Replacement Fee	\$25.00	Exempt
Marriage Licences		
Marriage Licence	\$130.00	Exempt
Marriage Licence Replacement Fee	\$100.00	Exempt
Lottery Licences		
Raffle Licence	3% of prizes	Exempt
Bingo Licence	3% of prizes	Exempt
Break Open Tickets	3% of prizes	Exempt

**SCHEDULE L
ANIMAL CONTROL FEES**

TYPE	FEE-EFFECTIVE JANUARY 1, 2025	APPLICABLE TAXES
Spayed Female Dog or Neutered Male Dog	\$20.00	Exempt
Male Dog or Female Dog	\$45.00* *A male dog which is neutered is entitled to a pro-rated refund. *A female dog which is spayed is entitled to a pro-rated refund.	Exempt
Replacement Tag	\$10.00	Exempt
Late Fee (after end of February)	\$20.00	Exempt
Pit Bull	\$120.00	Exempt
Animal Pound	Cost recovery of Veterinary Bill(s) Plus a dog reclaim fee of \$100	Exempt
Animals Running at Large	\$50.00 Administration Charge	Exempt

**SCHEDULE M
ENFORCEMENT FEES**

TYPE	FEE-EFFECTIVE JANUARY 1, 2025	APPLICABLE TAXES
By-law inspection fee where owner fails to comply with a notice or order, per re-inspection	\$110.00	Exempt
Property Standards Order Appeal fee	\$425.00	Exempt
Certificate of Compliance	\$100.00	Exempt
Registration of Property Standards Order on Title	Actual cost	Exempt
Property Standards Order requires discharge	Actual cost	Exempt
Property clean up administrative fee	10% of all expenses incurred by the Town to bring property into compliance – minimum charge \$100	+HST

SCHEDULE N
PAID PARKING – WATERFRONT
7 days per week, 9:00 a.m. to 5:00 p.m.
May 15 to October 15 Inclusive

DESCRIPTION	FEE EFFECTIVE JANUARY 1, 2025	APPLICABLE TAXES
Hourly Rate	\$ 6.00	HST Inclusive
Daily Rate	\$30.00	HST Inclusive
Non-Resident Seasonal Permit	\$65.00	+HST
Resident Seasonal Permit (maximum of two (2) per household, each being valid for one (1) licence plate	No charge	
Additional Resident Seasonal Permit	\$25.00	+HST
On-Line Waterfront Parking Permit purchase processing fee	\$2.50	+HST
On-Line Waterfront Parking Ticket payment processing fee	\$2.50	+HST
Waterfront Parking Permit purchase by App processing fee	\$0.35	+HST

**SCHEDULE O
RECREATION
FEES**

Facility Rental – Maitland Recreation Centre	Regular	Not-For Profit	Applicable Taxes
Sifto Arena Floor			
Basic rate - without tables and chairs	\$ 793.50	\$595.00	+ HST
Consecutive Days thereafter	\$ 733.00	\$549.75	+ HST
Basic rate - with tables and chairs	\$ 955.00	\$716.25	+ HST
Consecutive Days thereafter	\$ 881.00	\$660.75	+ HST
Track			
In conjunction with arena floor	\$ 565.00	\$423.75	+ HST
Sky Harbour Room			
Room rental for Bar Only	\$ 124.00	\$93.00	+ HST
Meetings			
Hourly Fee	\$ 30.00	\$22.50	+ HST
Full Day	\$ 216.00	\$162.00	+ HST
<i>Note: Pool, Multi-purpose room and gymnasium rentals are booked through the YMCA</i>			
Facility Rental – Memorial Arena			
<i>Memorial Arena floor</i>			
Basic rate – without tables and chairs	\$610.00	\$457.50	+ HST
Consecutive days thereafter	\$530.50	\$397.50	+ HST
Basic rate – with tables and chairs	\$791.50	\$593.25	+ HST
Consecutive days thereafter	\$702.00	\$526.50	+ HST
Stag and Doe/Dance	\$1,032.00	-	+ HST
SOCAN fees extra for music	\$143.00	-	+ HST
<i>Auditorium</i>			
Event rental – dance, games night etc.	\$600.00	\$450.00	+ HST
SOCAN fees extra for music	\$143.00	\$143.00	+ HST
Auditorium - 20% rate reduction for multiple consecutive day event rentals			
Meetings:			
Per hour	\$40.00	+ HST	
½ day (4 hours)	\$145.00	+ HST	
Full day (8 hours)	\$255.00	+ HST	
<i>Not-For-Profit means a group or organization that is registered with the Canada Customs and Revenue Agency, whose membership is not restricted and membership consists mainly of Town of Goderich Residents</i>			

**SCHEDULE O
RECREATION
FEES cont'd**

	FEE	APPLICABLE TAXES
Sifto Arena Rink Board Advertising-3 year contract	Year 1 \$1,000.00; Year 2 \$1,500.00. Year 3 \$1,500.00	+HST
In ice logo – Centre ice	\$2,000.00 per year 3-year contract	+HST
In ice logo – Neutral zone	\$1,500.00 per year 3-year contract	+ HST
Wall board	\$350.00 per year 3-year contract	+ HST
Sifto Arena Ice Rates		
Ice rates are based on a one-hour rental, including a 10-minute flood period		
Prime Time –	Sept 1/24 – March 31/25	Sept 1/25 – March 31/26
<i>Monday-Friday (4 pm - 11 pm)</i>		
<i>Saturday, Sunday (all day)</i>		
Adult - per hour	\$147.00 + HST	\$150.00+ HST
Youth- per hour	\$134.00 +HST	\$137.00 + HST
Non- Prime Time	Sept 1/24 – March 31/25	Sept 1/25 – March 31/26
<i>Monday - Friday (6 am - 4 pm)</i>		
Adult - per hour	\$110.00 +HST	\$110.00 + HST
Youth - per hour	\$100.00 +HST	\$100.00 +HST
Summer Ice (April 1/25 - August 31/25)		
<i>All Prime Ice</i>		
Adult - summer ice - per hour	\$175.00	+HST
Youth - summer ice - per hour	\$160.00	+HST
Last Minute Ice		
<i>Prime Time</i>	\$125.00	+HST
<i>Non-Prime Time</i>	\$85.00	+HST
Skate Sharpening	\$7.00	HST Inclusive
Sponsored Public Skate – 1.5 hours Subject to ice availability – Effective December 17, 2024	\$110.00	+HST
Outdoor Facilities		
<i>Premium Fields – Bannister Park</i>		
Ball Diamond per game	\$42.50	+HST
Soccer Pitch per game	\$42.50	+HST
Soccer Pitch practice	\$31.00	+HST
Lights surcharge	\$7.00	+HST
<i>Regular Fields – GDCI, Rotary Fields, others</i>		
Ball Diamond per game	\$40.00	+HST
Ball Diamond practice	\$25.50	+HST
Soccer pitch per game	\$40.00	+HST
Soccer pitch per practice	\$25.50	+HST

**SCHEDULE O
RECREATION
FEES cont'd**

	Fee	Applicable Taxes
<i>Baseball Tournaments – flat rate per diamond per day</i>	<i>\$100 deposit is required</i>	
Daily Adult– no charge for lights	\$235.00	+HST
Daily Minor – no charge for lights	\$81.50	+HST
Evenings – no charge for lights	\$81.50	+HST
Minor leagues		
Baseball – per player per season	\$25.50	+HST
Soccer – per player per season	\$12.75	+HST
Sports Field Banner 4’x8’ mesh – 3 year contract	\$500.00 per year	+HST
Sports Field Bleacher sponsorship 9’x6’ plaque – 3 year contract	\$250.00 per year	+HST
Memorial Arena – recreation rates		
Adult arena floor - hourly	\$60.00	+HST
Adult arena floor – ½ day (4 hours)	\$215.00	+HST
Adult arena floor – full day (8 hours)	\$385.00	+HST
Youth arena floor - hourly	\$50.00	+HST
Youth arena floor – ½ day (4 hours)	\$180.00	+HST
Youth arena floor – full day (8 hours)	\$320.00	+HST

**SCHEDULE P
MARINA**

TYPE	FEE – EFFECTIVE JANUARY 1, 2025	APPLICABLE TAX
Season Pass	\$110.00	+HST
Weekly Pass	\$45.00	+HST
Daily	\$18.65	HST Inclusive

**SCHEDULE Q
ADMINISTRATION FEES**

TYPE	FEE-EFFECTIVE JANUARY 1, 2025	APPLICABLE TAXES
Meeting Room Rental		
<u>Weddings – Council Chambers only</u>	\$100.00	+HST
<u>Ministry of the Attorney General for Court Proceedings</u>		
Council Chambers	\$100.00/day/room	+HST
Menesetung, Galt and Dunlop Rooms	\$50.00/day/room	+HST
Tax Sale Tender Package	\$25.00	+ HST
Tax Certificates	\$55.00	Exempt
Zoning Certificates	\$75.00	Exempt
NSF Charges	\$25.00	Exempt
Wire Transfer Charge	Cost recovery	
Commissioning of Document	\$25.00	+HST
*Freedom of Information Application Fee	\$5.00	Exempt
Photocopy	\$1.00 per page	HST inclusive
Fax	\$1.00 per page	HST Inclusive
Out-of-Town Death Registrations	\$25.00	Exempt
In Town Death Registrations	\$25.00	Exempt
Interest on Overdue Property Tax Receivable Accounts	1.25% per month 15% per annum	
Interest on All Other Overdue Receivable Accounts	1.25% per month 15% per annum	
Heritage Property Tax Refund Application Fee	\$50.00	

*Mandatory Provincial Fee

**SCHEDULE R
OTHER FEES**

TYPE	FEE – EFFECTIVE JANUARY 1, 2025	APPLICABLE TAXES
Pavilion Rental	\$80.00 (Non-Refundable) * *A \$20.00 administration fee applies to change the date of the pavilion rental or change the pavilion rented.	+ HST
Goderich Flags (36” x 54”)	Cost recovery	+HST
Heritage Goderich Promotional Items	Cost recovery	+HST
Garbage and Organics Collection fee per cart pair (1 Garbage cart + 1 Organics cart)	\$165.00 annual fee	EXEMPT
	Effective April 7, 2025	
Garbage and Organics Collection – fee for level of service change – increase or decrease number of bin pairs This fee covers the cost of delivery.	\$100.00	EXEMPT
Garbage and Organics bin replacement due to loss or damage. This fee covers the cost of the new bin and delivery	\$100.00	EXEMPT



THE CORPORATION OF THE TOWN OF GODERICH

BY-LAW NO. 47 OF 2025

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE AND AFFIX THE CORPORATE SEAL TO A PROJECT AUTHORIZATION FORM BETWEEN GSP GROUP AND THE CORPORATION OF THE TOWN OF GODERICH TO UNDERTAKE PROFESSIONAL SERVICES REGARDING THE GODERICH MEMORIAL ARENA – COMPREHENSIVE PLAN

WHEREAS the Council of the Corporation of the Town of Goderich deems it necessary and desirable to execute a Project Authorization Form between GSP Group and the Corporation of the Town of Goderich to undertake Professional Services regarding the Goderich Memorial Arena – Comprehensive Plan;

AND WHEREAS this Project Authorization Form is attached hereto and forms part of this By-Law;

AND WHEREAS the Corporation of the Town of Goderich is agreeable to the terms of this Project Authorization Form.

NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWN OF GODERICH ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be and are hereby authorized to execute and affix the Corporate Seal to a Project Authorization Form between GSP Group and the Corporation of the Town of Goderich regarding the Goderich Memorial Arena – Comprehensive Plan.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 7TH DAY OF APRIL 2025.

MAYOR, Trevor Bazinet

CLERK, Andrea Fisher

Project Authorization Form

Project Name: Goderich Memorial Arena - Comprehensive Plan

Client Information for invoice submission:

Legal Billing Name:	The Corporation of the Town of Goderich
Mailing Address:	57 West Street, Goderich, Ontario, N7A2K5
Project Manager:	Janice Hallahan , Chief Administrative Officer
Accounting Contact:	Deanna Hastie, Director of Corporate Services/Treasurer
Accounting Email:	dhastie@goderich.ca
Phone Number:	519-524-8344
PO #: (If applicable) Please attach	N/A

Payment / Remittance Options: (Please select one)

- Cheque mailed to 201-72 Victoria St. S. Kitchener, ON N2G 4Y9
- E-transfer to reception@gspgroup.ca – invoice number(s) referenced in message
- EFT / Direct deposit – banking details will be provided if selected

Authorization:

We, Trevor Bazinet and Andrea Fisher on behalf of The Corporation of the Town of Goderich hereby authorize GSP Group Inc. to undertake professional services regarding the above-mentioned project in accordance with the terms and conditions set out in the enclosed RFP and Proposal.

Title: Mayor Signature: _____

Title: Clerk Signature: _____

GSP Group Information:

Project ID #: 25036

Project Manager: Evelyn Thomas

Project Budget: \$79,987.50 + HST

Client Type: Municipal / Public Sector

Project Type: Municipal

Accounts Receivable: Heidi Lavigne
519-569-8883
reception@gspgroup.ca



REQUEST FOR PROPOSAL

**MEMORIAL ARENA - COMPREHENSIVE PLAN
AND RECOMMENDATIONS ON THE FUTURE USE
AND THE FINANCIAL VIABILITY OF THE
BUILDING/PROPERTY**

DEADLINE: 12:00 P.M. LOCAL TIME

FRIDAY, January 31, 2025

Proposals must be received before the above-mentioned time and date, and in accordance with the attached RFP forms, Specifications, Instructions to Vendors, and Standard Terms and Conditions to be considered. Lowest or any proposal not necessarily accepted.

Sealed proposals will be received by:

Andrea Fisher, Director of Legislative Services/Clerk
Town of Goderich
57 West Street
Goderich, Ontario
N7A 2K5

Envelope to be clearly marked “Goderich Memorial Arena – Comprehensive Plan and Recommendations on the Future Use and the Financial Viability of the Building/Property”

Or via email at:

afisher@goderich.ca

TABLE OF CONTENTS

1.0 DEFINITIONS 3

2.0 GENERAL SCOPE OF PROJECT 4

3.0 BACKGROUND 4

4.0 SCOPE OF WORK 5

5.0 CONSULTATION AND ENGAGEMENT 6

6.0 RESOURCES 6

7.0 PROJECT TIMELINE 6

8.0 DELIVERABLES 7

9.0 INSTRUCTIONS TO PROPONENTS 7

10.0 EVALUATION OF PROPOSAL 11

11.0 SOLICITATION DISCLAIMER 12

12.0 PROJECT COSTS 12

13.0 REPORTING REQUIRMENTS 13

14.0 ASSUMPTIONS 13

15.0 TERM OF CONTRACT 13

16.0 FORMAL CONTRACT 13

17.0 GENERAL TERMS AND CONDITIONS 13

18.0 FORM OF IRREVOCABLE OFFER 21

1.0 DEFINITIONS

In this Request for Proposal, the following definitions shall apply:

“Town” means the Corporation of the Town of Goderich

“Town Representative” means the Chief Administrative Officer

“Closing Date/Time” means the deadline for submissions

“Contract” means a formal written contract between the Town of Goderich and a Preferred Proponent(s) to undertake the Services, the preferred form of which is attached

“Evaluation Team” means the team of staff who will undertake the evaluation of the proposals

“Municipality” means the Corporation of the Town of Goderich

“Preferred Proponent(s)” means the Proponent(s) selected by the Evaluation Team to enter into negotiations for a Contract

“Proponent” means an entity that submits a Proposal

“Proposal” means the written submission submitted in response to the request for proposal

“RFP” means Request for Proposals

2.0 GENERAL SCOPE OF PROJECT

The Corporation of the Town of Goderich is soliciting proposals from qualified firms to provide professional consulting services to assist the Municipality in reviewing and planning for the future of the Memorial Arena.

The Town of Goderich has a strong commitment to providing high quality services in its’ community. The successful proponent will be required to conduct research, collect information, analyze data, engage the community, identify trends and standards, and make a recommendation on the future use of the building and property including providing a concept design.

Interested firms must submit a proposal that clearly demonstrates their ability to achieve a high standard of quality in the provisions of consulting services and community engagement related to the development of a public process resulting in a design concept. Proposals submitted must meet all the requirements outlined in this document. Proposals must be submitted **no later than 12:00 noon on Friday, January 31, 2025.**

3.0 BACKGROUND

Located on the eastern shore of Lake Huron at the mouth of the Maitland River, the Town of Goderich became incorporated in 1850 and is home to approximately 7,881 residents, according to the 2021 census. Often referred to as “Canada’s Prettiest Town”, the Municipality attracts many tourists each year, especially to the Town’s harbour and beach waterfront properties. The Town of Goderich owns, operates, and maintains approximately 59 facilities including an airport, cemetery, water and wastewater facilities (operated by an Operating Authority), fire hall, recreation and administration facilities, parks and public works garages, childcare and medical centers, community and senior centers, as well as various public washroom and pavilions located throughout the Municipality.

The Memorial Arena was built in 1949 and is located at 180 McDonald Street in Goderich. The building is 45,000 sq. ft and is a two-storey building that houses a single pad arena on the main level and community centre on the second floor. The building served the municipality well for many social functions and sports events over the years. In 2018, the ice surface was removed due to health and safety risks regarding the ammonia system. Recently, due to aging infrastructure, lack of long-term investment and financial constraints resulting in the need to address significant safety and accessibility concerns, the Memorial Arena was closed until further notice. A Memorial Arena Task Force was established in 2024 to recommend to Council the future use of the Goderich Memorial Arena and the financial viability of the same.

4.0 SCOPE OF WORK

The existing building and property require public consultation to determine the long-term use. The consultant would be required to fully explore all opportunities for the current property and provide a comprehensive plan with recommendations on the future use and financial viability of the building/property based on input from the community, Town Council, Town Staff and the Town of Goderich Memorial Arena Task Force.

Recommendations are to be inclusive of opportunities for public input utilizing multiple approaches, including focus group sessions for the community (charrette process), user group interviews, conducting community survey(s) and interviews with appropriate staff, members of Council and Memorial Arena Task Force members.

Determine the nature of a replacement facility and consider a range of opportunities which may include, but are not limited to:

- Alternative recreational or cultural uses
- Community partnership opportunities
- Disposal or redevelopment of the property

Consider the property in relation to the present and potential use of the adjacent Bannister Park, consider the size of the community and the availability of similar amenities locally, other area development plans, the size of the community and the availability of similar amenities locally, and the Town of Goderich Zoning By-Law and Official Plan.

Produce a concept plan with a business plan/cost-analysis on the viability of transforming the Memorial Arena into a multi-functional, community-oriented facility providing a wide variety of uses, including recreational, leisure, cultural, and convention opportunities. The outcome of this process would be a costed-out preferred option for Memorial Arena.

The successful proponent will work closely with senior municipal staff and the Goderich Memorial Arena Task Force throughout the entire project.

The successful proponent will deliver a detailed final comprehensive report to the Memorial Arena Task Force by May 12, 2025.

5.0 CONSULTATION AND ENGAGEMENT

A key priority for the Town of Goderich is to ensure there is adequate community outreach and engagement. Proposals must provide a detailed overview of how the community, user groups, stakeholders, Council, staff and the Memorial Arena Task Force, will be engaged in the process.

Proponents must submit with their proposal and outline of the methods that will be utilized for community outreach and engagement.

6.0 RESOURCES

There are several studies, plans and supporting documentation that have been completed which will provide background. It will be responsibility of the successful proponent to review and assess the information in the documents, identify gaps in information, and conduct additional research.

The following documents may assist proponents in understanding the Town of Goderich and its local priorities along with history of the Memorial Arena:

- Town of Goderich Official Plan and Zoning By-law
- Town of Goderich Corporate Strategic Plan (2020)
- 2015 Amaresco Report
- BM Ross and Associates Structural Inspection Report dated April 2019
- Wood Pre-Demolition Designated Substances Survey, dated April 30, 2019
- YMCA-Goderich Memorial Arena 15 year forecast as of January 2019
- Memo from Larry J. McCabe, dated May 1, 2019, regarding Memorial Arena
- Memo from the Senior Management Team, dated September 2, 2022, regarding Memorial Arena
- 2022 Survey results
- Revenue and Expense Report

7.0 PROJECT TIMELINE

Proponents are required to provide a provisional timeline within their submission. Proponents need to ensure sufficient time is allotted to undertake and complete the comprehensive community engagement process and to achieve the highest level of participation as possible. Proponents should consider the primary consultation and engagement window to start the week of March 17 with a three (3) day charette workshop structure (including daytime, one evening workshop and a daytime workshop held on Saturday, March 22, 2025), with a final report and design concept to the Memorial Arena Task Force by May 12, 2025, within their proposed timelines.

8.0 DELIVERABLES

The successful proponent is required to provide a final report to the Memorial Arena Task Force on May 12, 2025, and subsequently a delegation to Council no later than May 20, 2025, that includes a clear and concise description of the work undertaken, including data sources, the methodology used, input from the public consultation process and the results of various analyses and investigative work. The final report shall also include a concept plan with estimated construction/renovation costs and clear recommendations.

In addition to the final report, the successful proponent shall provide the following:

- Executive Summary of the main findings, numbered and priorityranked
- Assessment of delivery of services
- Summary table of outcomes
- A forecast of annual revenues and operating expenditures for the facility
- Appendices with documented summary of all processes, community input, and outcomes
- Copies of any communication items such as newsletters, publications, media releases, public meeting agendas, website updates, surveys/questionnaires, etc.
- Copies of status reports
- 12 bound copies and an electronic PDF copy of the final report and concept drawing.

9.0 INSTRUCTIONS TO PROPONENTS

9.1 RFP SCHEDULE

The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the Town of Goderich, reserves the right to modify any and/or all dates at its sole discretion.

Release of RFP	January 16, 2025
RFP Closes	January 31, 2025, 12 PM local time
Interview/Evaluation of Proposals (In Person)	February 4, 2025
Staff Recommendation to Memorial Arena Task Force/Award RFP	February 10, 2025
Memorial Arena Task Force Recommendation to Council/Award RFP	February 24, 2025

9.2 PROJECT AUTHORITY AND INVOLVEMENT

The selection of any successful Proponent will be by the Town of Goderich upon review and recommendation made to it by staff. The award of this RFP will require Council approval.

9.3 PROJECT STAKEHOLDERS

The Town of Goderich Memorial Arena Task Force.

9.4 INQUIRIES

No respondent may claim any advantage from any error, inconsistency or omission in this RFP. Any Proponent who has questions as to the meaning of any part of this RFP or the project, or who believes the RFP contains any error, inconsistency or omission, must make a written enquiry requesting clarification, interpretation or explanation in writing to the Town of Goderich at the following address.

Name, Title Janice Hallahan, Chief Administrative Officer
Department Administration
Email jhallahan@goderich.ca

9.5 ADDENDA

Any changes or revisions to the RFP, including responses to questions will be issued as a formal addendum and forwarded to each proponent. Each addendum shall form an integral part of this RFP. If any addendum is issued, the Town may at its sole discretion extend the deadline for submission of responses for a reasonable period. By delivery of a Proposal, a Proponent is deemed to have received, accepted and understood the entire RFP, including all addenda.

9.6 PROPOSAL CONTENT

Proposals should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. The response to this RFP must be made in accordance with the format set forth in this Section. Failure to adhere to the following format may be cause for rejection of the proposal as nonresponsive.

All proposals are required to contain the following information:

- i. Cover Letter**
 - a. Identify the prime contact within the firm and describe any subcontract arrangements. Please identify the person who is authorized to negotiate for the team and indicate that the proposal represents a binding offer for 90 days.

ii. Project Understanding

- a. A description of the proponent’s understanding of the project goals, objectives and outcomes and how these will be achieved.

iii. Experience, Expertise and Organization

- a. A corporate profile of the firm, outlining the Proponent’s background information philosophy and experience conducting similar work in the municipal/town sector.
- b. A list of key personnel assigned to this project including a Project Manager, their relevant experiences, qualifications for the project roles and responsibilities and a list of the projects they have undertaken in the past five years.
- c. If subcontractors are to be used, describe the arrangement, as well as their role in the project. This section should address the following:
 - o Identification of Team Lead / Primary Contact
- d. Provide three references for similar projects

iv. Project Methodology

A detailed project methodology explaining each project task to be undertaken and the approach and strategy that will be used to achieve the project objectives and deliverables outlined in the RFP. Proponents are also required to provide a detailed description of the research to be conducted and a description of the public consultation process.

v. Commitment of Firms Resources to Work

A schedule of all activities including milestones, project meetings and scheduled periodic project reports.

vi. Costs

- a. Total cost for completion of the project, complete with time allotments for each identified task required to fulfill this project including any relevant annual or as-needed support contracts.
- b. Identify any applicable warranties, terms and conditions.
- c. Any annual fees and projected future costs.

vii. References

- a. Provide any additional relevant reference information over and above the contacts information provided above.

9.7 AMENDMENTS TO PROPOSALS

Proposals may be revised by written amendment and delivered to the designated location for delivery of the proposals prior to the Closing Time but not after. An amendment should be signed by an authorized signatory of the Proponent. Emailed amendments are permitted, but such amendment should show only the specific change to the proposal price(s) and should not disclose the actual proposal price(s). A proponent bears all risk that the Town’s equipment functions properly to facilitate the timely delivery of any amendment.

9.8 OPENING PROPOSALS

The Town intends to open the Proposals in public.

9.9 SUBMISSION OF PROPOSALS

The proponent may submit a Proposal by either email or in a hard copy, as follows:

(a) Email

If a Proponent chooses to submit a proposal by email, the Proponent must submit the Proposal electronically in a single pdf file to the Town by email at: afisher@goderich.ca on or before the following date and time:

Date: Friday, January 31, 2025

Time: 12:00 p.m. local time

(The “Closing Time”)

PDF emailed Proposals are preferred, and the Town will confirm receipt of emails. Note: The maximum file size the Town can receive is 20 MB. If sending large email attachments, Proponents should phone to confirm receipt. A proponent bares all risk that the computer equipment functions properly so that the Proposal is submitted on time.

(b) Hard Copy

If the Proponent chooses NOT to submit a proposal by email, the Proponent must submit one

(1) original unbound Proposal, to Goderich Town Hall, clearly marked as follows:

**Town of Goderich
57 West Street
Goderich, Ontario
N7A 2K5**

Attention: Andrea Fisher, Director of Legislative Services/Clerk
Re: Memorial Arena – Comprehensive Plan and Recommendations on the Future Use and the Financial Viability of the Building/Property

No later than 12:00 p.m. local time (per the clock located at Town Hall Reception) on Friday, January 31, 2025.

Failure to comply may result in rejection of the Proposal. Proposals received after the above noted due date and time will not be considered. Telegraphic, telephone, or facsimile proposals will not be accepted. Failure to comply with the requirements may result in the rejection of a proposal submission.

Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the Closing Time.

10.0 EVALUATION OF PROPOSALS

A Selection Committee made up of municipal staff will evaluate responses to the RFP. Members of this team will participate in any interviews that may be conducted with selected Proponents. The Project Manager and key team members should attend an interview, if requested to do so. The Town of Goderich reserves the right to include information received in the interviews in the evaluation process. This is a most cost-effective procurement, and The Town of Goderich reserves the right to award to a Proponents firm other than that of the lowest price proposal. The evaluation of proposals will be based on the criteria established by The Town of Goderich:

The following criteria will be used to evaluate proposals (relative weights as shown):

Project Understanding	30%
Expertise of Firm, Consulting Team and Commitment of Firms Resources	25%
Implementation Plan and Timeline	20%
Project Cost	25%
Total	100%

The Proponent agrees that the Town of Goderich may, if deemed necessary, verify with the Proponent or with a third party regarding any information provided in any response.

11.0 SOLICITATION DISCLAIMER

The Town of Goderich reserves the right to withdraw this RFP at any time without notice. The Town

of Goderich reserves the right to reject any and all proposals. The Town of Goderich is not bound to accept the lowest or any proposal and reserves the right to award to other than the low Proposer. The Town also reserves the right to evaluate RFP submissions in any manner it deems fit. All responses to this RFP become the property of the Town of Goderich upon submission. The costs of preparing a proposal and participating in an interview are at the sole expense of the Proposer.

12.0 PROJECT COSTS

All costs are to be set out in a concise format excluding applicable taxes. Proposal costs must be in Canadian dollars.

12.1 COMPENSATION

The Town of Goderich will pay the successful Proponent based on the costs contained in the submitted cost proposal, but not to exceed the budget approved by the Town of Goderich, for the complete and satisfactory provision of the terms and conditions of this Agreement. **Additional charges and extras beyond the original proposal will only be permitted with prior written authorization from the Town. Charges and extras that are billed without prior written authorization will not be processed or paid.**

12.2 CONTRACTOR INVOICE

The Contractor will submit claims for progress payment with documentation thereof in the form and number required by the Town of Goderich within the time specified by the Town of Goderich. Upon receipt of the invoice, The Town of Goderich staff will promptly review and approve the Contractor’s request for payment and will submit the invoice to accounting for payment. The Town of Goderich makes payments monthly according to an Account Payable schedule and within thirty (30) business days of receipt of the invoice for payment. **A 10% holdback will be maintained by the Town and released upon demonstrated completion of all work associated with the project, including training of staff.** If any further information or any corrections are required, the review period will be extended until such information has been received and corrections have been made.

The Town of Goderich has the authority to withhold funds under this Agreement pending a final determination by the Town of Goderich of questioned expenditures or indebtedness to the Town of Goderich arising from past or present agreements between the Town of Goderich and the successful Proponent. Upon final determination by the Town of Goderich of disallowed expenditures or indebtedness, the Town of Goderich may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld funds. The Town of Goderich may withhold payments to the Proponent if the successful Proponent fails to comply with the provisions of this Agreement.

13.0 REPORTING REQUIREMENTS

A monthly meeting/report outlining status on current and outstanding projects with financial detail is required under this contract. Additional reporting requirements specific to individual projects may be required at the discretion of the Chief Administrative Officer.

14.0 ASSUMPTIONS

Proponents must consider the following assumptions in preparing and submitting proposals:

- No municipal resources, supplies, or equipment is being made available for the performance of the functions, duties, and responsibilities identified within this RFP.
- Confidentiality of all information must be maintained.

15.0 TERM OF CONTRACT

All work is to be completed no later than May 20, 2025.

16.0 FORMAL CONTRACT

If a preferred proponent is ultimately selected for service delivery, the proponent may be required to enter into a contract in a form that is satisfactory to the Town of Goderich. This proposal and the included contract shall constitute part of the terms and conditions of the contract award.

17.0 GENERAL TERMS AND CONDITIONS

The following terms and conditions are deemed acceptable by all submitters of proposals in response to this RFP and are deemed to be incorporated into every contract resulting from this RFP:

17.1 IMPROPER DELIVERY

Telegraphic, telephone, or facsimile submissions in response to this RFP will not be accepted. Late submissions in response to the RFP will not be accepted.

17.2 SIGNING REQUIREMENTS

Submissions that are not signed will be rejected. Signing of submissions shall be in the form set out in Irrevocable Offer, which shall be attached to the proposal. If the submitter of a proposal is an incorporated company, the proposal must be executed by the signing officer(s) of the company with the company seal placed beside the signature(s). If the

submitter of a proposal is not an incorporated company, the submitter of a proposal should sign his or her own name in the presence of a witness who should sign beside the submitter of a proposal's name.

17.3 APPLICABLE LAW

This RFP, each submission and the Project itself are each subject to the provisions of all applicable law, including:

- the *Municipal Freedom of Information and Privacy Act*, RSO 1990, c. M54,
- *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, Each proponent warrants that they have the experience training and equipment to ensure all work performed under the contract is done safely and in accordance with all applicable health and safety legislation and that they have control over the workplace and is fully responsible for the health and safety of all employees and others present on the site. Each proponent also acknowledges that the Town is relying on this warranty in its decision to award the contract to the proponent.
- *Accessibility for Ontarians with Disabilities Act, 2005*

The Proponent shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act (AODA), 2005, and the Regulations thereunder regarding the provision of its goods or services contemplated herein to persons with disabilities. Without limitation, if applicable, pursuant to section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the AODA, 2005, the Proponent shall ensure that all its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of its goods and services to persons with disabilities. The Proponent acknowledges that pursuant to the AODA, 2005, the Town of Goderich must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services.

This RFP, each submission, and the Project itself are also each subject to the provisions of the Procurement By-law No. 58 of 2013 of the Corporation of the Town of Goderich as amended.

17.4 MUNICIPALITY NOT LIABLE FOR RFP COSTS

The Corporation of the Town of Goderich is not liable for any costs incurred by the proponent of a proposal in responding to this "Request for Proposal."

- (i) The prices in this Proposal have been arrived at independently from those of any

- other submitter of a proposal,
- (ii) The prices in this Proposal have not been knowingly disclosed by the proponent of a proposal, and will not knowingly be disclosed by the proponent of a proposal prior to award, directly or indirectly, to any other proponent of a proposal or competitor,
- (iii) No attempt has been made, nor will be made, to induce any other person to submit or not to submit a proposal for the purpose of restricting competition,
- (iv) This proposal is in all respects fair and without collusion or fraud.
- (v) There has been no violation of copyrights or patent rights in manufacturing, producing or selling the materials and/or services shipped or ordered as a result of this proposal, and the seller agrees to hold the purchaser harmless from any and all liability, loss, expense, action or suit occasioned by any such violation.
- (vi) All materials and/or services proposed to be supplied to the Corporation of the Town of Goderich conform in all respects to the standards set forth by Federal and Provincial agencies.
- (vii) The proponent of the proposal is:
 - a) Competent to perform the work described in this RFP [“the work”];
 - b) Has the necessary qualifications, including knowledge, skill and experience to perform the work, together with the ability to use those qualifications effectively for that purpose;
 - c) Shall supply everything necessary for the performance of the work;
 - d) Shall carry out the work in a diligent and efficient manner;
 - e) Ensure the work is of proper quality, material and workmanship; is in full conformity with the specifications; and meets all other requirements of this RFP and any subsequent contract.
- (viii) The proponent waives all rights of lien, which might arise in relation to any contract from this RFP under section 3(1) of the *Repair and Storage Liens Act*, R.S.O. 1990, c. R.25.
- (ix) The proponent has and follows a health and safety plan for employees and representatives who will be present on the property of the Corporation of the Town of Goderich as part of any contract arising from this RFP.
- (xi) The proponent confirms that the price proposed is an upset limit above which the Municipality is not required to pay and that where there is uncertainty as to the price proposed, the unit price shall govern.

17.5 NO OBLIGATION TO CONTRACT

Submissions made in response to this Request for Proposals do not constitute the acceptance of a contract with the Town of Goderich. Submissions constitute offers, which the Town may or may not accept on its sole discretion. The Corporation of the Town of Goderich further reserves the right to accept or reject any or all proposals or parts of proposals, to order additional units at the price submitted, or to accept any proposal considered in its best interest, and to request re-proposals on the required materials and/or services. The Corporation of the Town of Goderich also reserves the right to waive irregularities and technicalities and to do so in its sole discretion. The Corporation of the Town of Goderich further reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interests of the Town in the opinion of the Town. The Town of Goderich reserves the right to include consideration of any outstanding claims against or by the Town, any record of poor performance with the Town and the appropriateness of any key personnel in evaluation of any proposal and to reject any proposal based on record of past poor quality of service, claims and disputes or difficulties related to proceedings in completed past projects for the Town.

Each submission of a signed proposal is deemed an irrevocable offer which may be accepted, at the sole option of the Corporation of the Town of Goderich and after negotiation, only by entering a formal contract upon such acceptance the terms, responsibilities, and specifications as required by the Corporation of the Town of Goderich including but not limited to those set out herein. The Town reserves the right to reject an offer to supply goods and services presented in response to the Town’s procurement processes where the Town determines that the person making the offer is in any way indebted to the Town and in its sole discretion is of the opinion that it is in the Town’s best interests that the offer be rejected.

Notwithstanding anything contained in the Agreement to the contrary, the Town may at any time prior to the completion of the services, terminate this Agreement by giving thirty (30) days written notice to the Contractor. Upon a termination notice being given, the Contractor shall immediately cease services in accordance with and to the extent specified in the notice. In the event of a termination notice being given in accordance with this Agreement, the Contractor shall be entitled to be paid, to the extent that costs have been reasonably and properly incurred for purposes of performing the services and for which the Contractor has not already been so paid or reimbursed by the Town.

17.6 CONTRACT PAYMENTS

Unless otherwise specified, should the Corporation of the Town of Goderich enter into a contract relating to the Project, it will make payment of accounts within thirty (30) days of

either the date on which the materials and/or services have been accepted to the satisfaction of the Corporation of the Town of Goderich, or the date on which the invoice is received, whichever is later.

17.7 INDEMNIFICATION

The Successful Proponent shall defend, indemnify and save harmless the Town of Goderich, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Successful Proponent, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Successful Proponent in accordance with this Contract and shall survive this Contract.

The Successful Proponent agrees to defend, indemnify and save harmless the Town of Goderich from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Successful Proponent's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Successful Proponent in accordance with this Contract and shall survive this Contract.

17.8 INSURANCE (Successful Proponent only)

The Successful Proponent shall, at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain, maintain and provide evidence of, until the termination of the Agreement or otherwise stated, the following:

Commercial General Liability

The Successful Proponent shall, at their expense obtain and keep in force during the term of the Agreement, Commercial General Liability Insurance satisfactory to the Town of Goderich and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- a. A limit of liability of not less than \$5 million/occurrence with an aggregate of not less than \$5 million
- b. Add Town of Goderich as an additional insured with respect to the operations of the Successful Proponent

- c. The policy shall contain a provision for cross liability and severability of interest in respect of the Successful Proponent
- d. Non-owned automobile coverage with a limit not less than \$5 million and shall include contractual non-owned coverage (SEF 96)
- e. Products and completed operations coverage
- f. Contractual Liability
- g. Work performed on Behalf of the Successful Proponent by Sub-Contractors
- h. The policy shall provide 30 days prior notice of cancellation

Professional Liability Insurance

The Successful Proponent shall take out and keep in force Professional Liability insurance in the amount of \$5 million providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy SIR/deductible shall not exceed \$5 million per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and acceptable to the Town of Goderich. The policy shall be renewed for 3 years after contract termination. A certificate of insurance evidencing renewal is to be provided each and every year. If the policy is to be cancelled or non-renewed for any reason, 90-day notice of said cancellation or non-renewal must be provided to the Town of Goderich. The Town of Goderich has the right to request that an Extended Reporting Endorsement be purchased by the Proponent at the Proponent’s sole expense.

Automobile Insurance

Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$5 million per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Contractor.

Primary Coverage

The proponent’s insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the municipality.

Certificate of Insurance

The Successful Proponent shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to contract commencement.

17.9 DISPUTE

In cases of dispute as to whether deliverables meet the requirements of the Corporation of the Town of Goderich, the decision of such agent as the Corporation of the Town of Goderich may appoint will be final and binding.

17.10 NO ASSIGNMENT

Unless otherwise agreed, should the Corporation of the Town of Goderich enter into a contract relating to the Project, the other contracting party shall agree not, without the written consent of the Corporation of the Town of Goderich, assign or subcontract any aspect of the Project or the deliverables.

17.11 NO IMPLIED WAIVER

The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his right thereafter to otherwise enforce such provision or to seek damages for the breach thereof.

17.12 GOVERNING LAW

All submitter of proposals, including those outside the Province of Ontario, agree that the rights of all parties shall be governed by the laws of the Province of Ontario and that the venue for dispute shall be within the Province of Ontario. Proponents must be able to demonstrate their ability to perform the work under the law of the Province of Ontario and provide such security as might be required and enforceable under the law of the Province of Ontario.

17.13 DEEMED SATISFACTION AS TO SUBMISSION

The submission of a proposal shall be deemed conclusive proof that the submitter of a proposal has satisfied itself as to all the requirements set out in the RFP, all the conditions which may be encountered, what materials and/or services he/she will be required to supply, or any other matter which may enter into the carrying out of the Project. No claims will be entertained by the Corporation of the Town of Goderich based on the assertion by the submitter of a proposal that it was uninformed as to any of the requirements of the proposal.

17.14 DEFAULT UNDER PROJECT

In case of a default of performance of the Project, the Corporation of the Town of Goderich reserves the right to transfer the Project to another source. All additional expenses arising from such transfer will be charged to the original submitter of a proposal or contractor and are due forthwith.

17.15 ENFORCEMENT

Any successful proponent will have to enter into a legally binding agreement with the Corporation of the Town of Goderich. Where any breach of the terms of that agreement should occur, the Municipality shall review all legal remedies available to it and use any appropriate remedies to protect the interests of the Corporation of the Town of Goderich

including lawsuit or application before the appropriate court or tribunal. All submitters of proposals in response to this RFP hereby acknowledge and at torn to the jurisdiction of the choice of the Town of Goderich in any such legal process.

17.16 OPENING PROCESS

The name of each proponent and pricing will be released at the time of opening. The pricing component and ranking of all accepted submissions will be reported to council.

17.17 PRIVACY AND FREEDOM OF INFORMATION

Upon submission, all Proposals become the property of the Town of Goderich and will not be returned to the Proponents. Proponents must be aware that the Town is a public body subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act. The municipality may, at any time, make public the names and bid prices of all respondents. Proposals will be held in confidence by the Town, subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, or unless otherwise required by law.

Any proprietary or confidential information contained in the proposal should be clearly identified.

18.0 FORM OF IRREVOCABLE OFFER

I hereby offer to provide the requirements for the Memorial Arena – Comprehensive Plan and Recommendations on the Future Use and the Financial Viability of the Building/Property project to the Corporation of the Town of Goderich according to the terms set out in this proposal as well as in the RFP including the requirement for and acceptance by a formal contract acceptable to the Corporation of the Town of Goderich. I also agree that this irrevocable offer shall be open to acceptance by the Corporation for a period of ninety (90) days from the closing date for the receipt of proposals.

Witness: _____ [original signed]

Signed: _____ [original signed]

OR

Name: Steve Wever

(Affix Company Seal if applicable)

Title: President

Firm Name: GSP Group Inc.

Address: 201-72 Victoria St. S.

City/Province: Kitchener, Ontario

Postal Code: N2G 4Y9

Telephone: 226 243 7399

Email: swever@gspgroup.ca



ADDENDUM TO REQUEST FOR PROPOSAL

RFP TITLE	Memorial Arena - Comprehensive Plan and Recommendations on the Future Use and the Financial Viability of the Building/Property
RFP CLOSING DATE	Friday, January 31, 2025
ADDENDUM:	One (1)
ADDENDUM ISSUE DATE	Wednesday, January 29, 2025

Timeline for the Town of Goderich Memorial Arena – Comprehensive Plan and Recommendations on the Future Use and the Financial Viability of the Building/Property:

1. Item 7.0 – Project Timeline.
The 3-day charette workshop schedule has changed to start the week of March 24, 2025, and the Saturday workshop held on Saturday, March 29, 2025.

“Proponents are required to provide a provisional timeline within their submission. Proponents need to ensure sufficient time is allotted to undertake and complete the comprehensive community engagement process and to achieve the highest level of participation as possible. Proponents should consider the primary consultation and engagement window to start the week of **March 24, 2025**, with a three (3) day charette workshop structure (including daytime, one evening

workshop and a Saturday workshop held on Saturday, March 29, 2025), with a final report and design concept to the Memorial Arena Task Force by May 12, 2025, within their proposed timelines.”

2. Item 9.1 – RFP Schedule has changed to reflect the following.

Release of RFP	January 16, 2025
RFP Closes	January 31, 2025, 12 PM local time
Interview/Evaluation of Proposals (In Person)	February 18, 2025
Staff Recommendation to Memorial Arena Task Force/Award RFP	February 24, 2025
Memorial Arena Task Force Recommendation to Council/Award RFP	March 3, 2025



Proposal

MEMORIAL ARENA - COMPREHENSIVE PLAN AND RECOMMENDATIONS ON THE FUTURE USE AND FINANCIAL VIABILITY OF THE BUILDING/PROPERTY

Submitted to The Town of Goderich
January 31, 2025

Table of Contents

i. Cover Letter	pg. 3
RFP Compliance Matrix	pg. 5
ii. Project Understanding	pg. 6
iii. Experience, Expertise & Organization	pg. 8
iv. Project Methodology & v. Commitment of Resources	pg. 26
vi. Costs	pg. 33
vii. References	pg. 36
Appendix A: Corporate Profiles	pg. 45
Appendix B: Curricula Vitae	pg. 56



Cover Image: Stock photo of an empty arena, showcasing the ice rink and facility layout.



January 31, 2025

File No. P25.027

Attn: Andrea Fisher, Director of Legislative Services/Clerk
Town of Goderich
57 West Street
Goderich, Ontario N7A 2K5

Re: Request for Proposal - Goderich Memorial Arena – Comprehensive Plan and Recommendations on the Future Use and the Financial Viability of the Building/Property

Dear Ms. Fisher,

GSP Group Inc. (GSP), in collaboration with McQueen Galloway Associates (MGA) and Invizij Architects, is pleased to submit our proposal for the Town of Goderich's Memorial Arena Comprehensive Plan. Our firms have successfully partnered on numerous parks and recreation projects, bringing extensive experience in land use planning and development, urban design, parks and recreation facility planning and feasibility studies, public engagement, and architectural services for existing and new municipal buildings. We are confident in our ability to provide a thorough and insightful plan that aligns with the Town's commitment to delivering high-quality services to its community.

With GSP's extensive experience working in Goderich, we understand the town's unique character as "Canada's Prettiest Town" and priorities, ensuring that our recommendations align with local aspirations and practical realities. Our approach will encompass comprehensive research, data analysis, and stakeholder engagement to explore the full range of opportunities for the Memorial Arena site. Our team will assess alternative recreational and cultural uses, potential community partnerships, and redevelopment opportunities, delivering a concept design and financial feasibility analysis that supports long-term community needs.

A key component of our engagement strategy is our charrette process, a collaborative and interactive method that fosters creative solutions through intensive public participation. Our success with this approach was demonstrated in our collaboration with BM Ross and Associates to redesign the streetscapes that frame Goderich Square, where we facilitated a highly effective charrette that resulted in a well-supported community vision.

We look forward to the opportunity to collaborate with the Town of Goderich and its stakeholders to develop a visionary and practical plan for the Memorial Arena. I, Steve Wever, President of GSP, will serve as the primary contact for this proposal and am authorized to negotiate on behalf of our team, and acknowledge this proposal represents a binding offer for 90 days. GSP will be the lead consultant providing land use planning, urban design, community engagement and overall project management. For this assignment we have partnered with two subconsultants to fully address the requirements of the Town's RFP. MGA will provide specialized expertise in recreation facility needs analysis and consultation, business planning and financial analysis. Invizij Architects will provide architectural services to support

PLANNING | URBAN DESIGN | LANDSCAPE ARCHITECTURE

72 Victoria St. S., Suite 201, Kitchener, ON, N2G 4Y9
162 Locke St. S., Suite 200, Hamilton, ON, L8P 4A9
gspgroup.ca



the development and visualization of options and concepts as well as the charette process, and capital cost estimates for the preferred option / building program.

Please feel free to reach out should you have any questions regarding our submission.

Sincerely,
GSP Group Inc.

[original signed]

Steve Wever MCIP, RPP
President

RFP Compliance Matrix

Thank you in advance for reviewing our proposal. As part of our submission, we are including the below RFP Compliance Matrix to provide a clear, organized summary of how our submission aligns with each specific criterion, ensuring transparency and full compliance with the Town of Goderich’s proposal requirements.

Details Requested Per Section 9.6 Proposal Content of the RFP		Page in Proposal
i. Cover Letter	a. Identify the prime contact within the firm and describe any subcontract arrangements. Please identify the person who is authorized to negotiate for the team and indicate that the proposal represents a binding offer for 90 days.	Page 3
ii. Project Understanding	a. A description of the proponent’s understanding of the project goals, objectives and outcomes and how these will be achieved.	Page 7
iii. Experience, Expertise and Organization	a. A corporate profile of the firm, outlining the Proponent’s background information philosophy and experience conducting similar work in the municipal/town sector.	Pages 9-11 & Appendix A
	b. A list of key personnel assigned to this project including a Project Manager, their relevant experiences, qualifications for the project roles and responsibilities and a list of the projects they have undertaken in the past five years.	Pages 12-17 & Appendix B
	c. If subcontractors are to be used, describe the arrangement, as well as their role in the project. This section should address the following: - Identification of Team Lead / Primary Contact	Pages 16-17
	d. Provide three references for similar projects.	Pages 18-25
iv. Project Methodology	A detailed project methodology explaining each project task to be undertaken and the approach and strategy that will be used to achieve the project objectives and deliverables outlined in the RFP. Proponents are also required to provide a detailed description of the research to be conducted and a description of the public consultation process.	Pages 26-31
v. Commitment of Firm’s Resources to Work	A schedule of all activities including milestones, project meetings and scheduled periodic project reports.	Page 32
vi. Costs	a. Total cost for completion of the project, complete with time allotments for each identified task required to fulfill this project including any relevant annual or as-needed support contracts.	Page 34
	b. Identify any applicable warranties, terms and conditions.	Page 35
	c. Any annual fees and projected future costs.	N/A
vii. References	a. Provide any additional relevant reference information over and above the contacts information provided above.	Page 37-44



ii. Project Understanding

Stakeholder and community members gather for final presentations by GSP Group during the charrette for Goderich Square in 2023.

Project Understanding

The Town of Goderich is embarking on a community engagement process and feasibility study to re-imagine the Memorial Arena site and building. The existing single pad arena and second storey community centre served as an important hub of recreational and social activity for the past 75 years from its original construction in 1949 to its recent closure. The arena is centrally located in the community within walking distance of the surrounding residential area as well existing schools to the south. It is adjacent to Bannister Park which is the primary baseball venue with three existing ball diamonds, and also offers a soccer pitch, playground and skate park.

A Task Force was formed in 2024 to develop and recommend future use opportunities for the arena, including an analysis of financial viability, for consideration by Town Council. At this time, the Town is seeking to engage a consulting team to review and develop options for the arena property and recommend a preferred option through a consultative process with the community, Town Staff and Council, and the Task Force. The overall purpose of the study is to reimagine the existing arena site and building as a new or renovated multi-use space that will meet the community's needs for the long-term.

In order to achieve the desired outcomes, a three-phase study process is proposed as follows:

- **Phase 1** will involve a background review and summary of relevant information, a review of the existing site and building and identification of opportunities and constraints, and a series of interviews, focus groups and a community survey, to develop a comprehensive understanding of community needs and priorities and establish the overall direction and guiding principles for the project.

- **Phase 2** will develop and evaluate options for the site, building on the direction and principles established in Phase 1, through an interactive community charrette process, to assess and document the pros and cons of various scenarios and highlight potential components and solutions for a preferred option.
- **Phase 3** will build upon, document and report on the findings of the previous phases and, through a collaborative process with Town Staff, Council and the Task Force, recommend a preferred option including a site concept plan together with a high-level financial forecast of annual revenues, operating costs and capital cost estimate. Potential funding sources and recommended next steps will also be identified.

A project schedule is included with our proposal to illustrate the proposed sequencing and duration of key tasks in each phase to align with the timeline identified in the RFP and Addendum No. 1, including the community engagement window of the week of March 24, 2025, the Saturday Workshop on March 29, 2025, and the final Council presentation on Mary 20, 2025. Adhering to this schedule will require both the consulting team and the Town to commit to deliverable dates and review timelines, and as such our proposed work plan includes monthly status/progress meetings to coordinate the work and assign responsibilities. Additionally, our key team members will meet regularly to coordinate the efforts of our team and confirm the completion dates for key tasks and deliverables.



iii. Experience, Expertise & Organization

GSP Group provided site planning and landscape design services for Activa Sportsplex in Kitchener. Landscape design supported sustainability and energy efficiency, including gray water pits, bioswales, impervious pavement treatments, recycled site furnishings and tree management.



The team from GSP Group works away at initial concepts during the charrette for Goderich Square.

GSP GROUP INC.

KITCHENER OFFICE

72 Victoria Street South, Suite 201
 Kitchener, ON N2G 4Y9
 PHONE 519 569 8883

HAMILTON OFFICE

162 Locke Street South, Suite 200
 Hamilton, ON L8P 4A9
 PHONE 905 572 7477

RFP / PRIMARY CONTACT

Steve Wever MCIP, RPP
 President
 swever@gspgroup.ca



1995 - 2025
 PLANNING | URBAN DESIGN
 LANDSCAPE ARCHITECTURE

www.gspgroup.ca

We are pleased to present our team of subject matter experts. GSP Group, McQueen Galloway Associates and Invizij Architects will bring an extensive combination of experience to the Town of Goderich Memorial Arena Comprehensive Plan.

GSP Group

Operating since 1995, GSP Group is an employee-owned, full-service planning, urban design and landscape architecture practice serving public and private sector clients in Southwestern Ontario. With a team of 50 professional consultants and support staff, GSP Group is based in Kitchener and Hamilton. Combining our disciplines allows us to offer a fully integrated service from project planning through to implementation, construction, and completion. Our team includes Registered Professional Planners (RPP) and Members of the

Canadian Institute of Planners (MCIP), Landscape Architects and Designers certified by the Ontario Association of Landscape Architects (OALA), and technical staff who are certified by the Canadian Association of Certified Planning Technicians (CACPT). Our projects involve consultation with the public, municipal councils and staff, community partners and many other key stakeholders to ensure plans and studies are realistic, address funding and resource strategies, and comply with existing policies.

GSP Group has undertaken a wide range of projects for both public

and private sector clients throughout Southwestern Ontario and is committed to creating healthy, vibrant communities. We are creative in our approach, while providing practical solutions for municipalities. We have extensive experience in a range of planning, recreation and landscape architecture projects, including parks and recreation master plans, trails master plans, site plans and landscape design of parkland, trails and community facilities.

GSP Group will provide land use planning, urban design, parks and recreation facility planning, consultation, landscape architecture, conceptual site plan design services and overall project management for the study.

McQueen Galloway Associates (MGA)

F.J. Galloway Associates was incorporated in January 1989. The firm worked exclusively and extensively with municipalities and not-for-profit corporations across the province. F.J. Galloway Associates is highly regarded in the Tourism, Parks, Recreation, and Cultural sectors, which is frequently reinforced by the number of repeat customers and corporate referrals.

Tracey McQueen worked as a principal consultant with Fred Galloway over the last five years of his tenure. Fred J. Galloway retired from his consultancy in December 2019. Tracey McQueen has continued the legacy of F.J. Galloway by paying tribute to the Galloway name, including the collection of resources, and proprietary approaches to form the new firm of McQueen Galloway Associates (MGA).

The firm has an extensive background in public consultation processes and analysis, policy and strategy development, financial and staff resources assessments, capital costing estimates, partnerships and new service delivery models and related areas.

The success of MGA is largely premised on its ownership and management structure. As president Tracey McQueen is involved in all works as either project leader or project counsel. Clients of MGA always know that they are getting the benefit of the McQueen Galloway experience and expertise regardless of the size of the project.

MGA will provide joint project management, and will be the project lead for project lead for stakeholder interviews/meetings, partnership, facilities and amenities review and analysis, programming, identification, and revenue / financing projections and strategies.

Invizij Architects

Invizij Architects Inc. is a full service architectural practice based in Hamilton, Ontario serving clients throughout Southern Ontario.

At Invizij Architects, imaginative design emerges from a grounded, hands-on approach to meeting real-world challenges. The firm responds to clients' needs while uplifting buildings beyond the ordinary. They create sustainable buildings and communities that people love.

Invizij was created in 2012 and quickly grew to become a respected, award-winning firm that aims not only to take care of clients' needs, but accept the growing responsibility they have as designers to help create sustainable communities where everyone can flourish. With an office located in downtown Hamilton, Invizij currently has the resources of twenty professionals, including three registered Architects and six LEED Accredited Professionals. The firm is led by principals Emma Cubitt and Bob Prince.

Since its inception, Invizij has established a reputation in design excellence and client services. Invizij is skilled at working with multiple stakeholders and converting complex functional programs into efficient architectural solutions. The firm pays attention to their client's immediate needs while ensuring future aspirations are also addressed. Invizij's goal is not to build monuments to architecture, but elegant and functional buildings which stand the test of time.

For the Memorial Arena Comprehensive Plan, Invizij will provide architectural services to support the development and visualization of options and concepts as well as the charrette process, and capital cost estimates for the preferred option / building program.

Detailed corporate profiles for all firms are located in Appendix A.

Our Combined Experience

GSP Group, McQueen Galloway Associates, and Invizij Architects have previously collaborated on a variety of parks and recreation projects, and we have the experience needed to carry out the Town of Goderich’s Memorial Arena Comprehensive Plan. See the matrix below for a list of our collaborations.

Project	GSP Group	McQueen Galloway Associates	Invizij Architects
Waterloo Region Baseball Venue Feasibility Study (In progress)	✓	✓	
Town of Shelburne Parks and Recreation Master Plan and Fiddle Park Master Plan (In progress)	✓	✓	
New Hamburg Arena Reconstruction (In progress)		✓	✓
City of Barrie Parkland Needs Assessment Report (2024)	✓		
Culture and Sport Tourism Strategy, Guelph (2023)		✓	
Rotary Park Redevelopment Plan, Orangeville (2022)	✓		
Northern Bruce Peninsula Parks & Recreation Master Plan (2022)	✓	✓	
Feasibility Study for a Multi-Use Recreation Complex, Town of South Bruce Peninsula (2022)		✓	
Feasibility Study for a Multi-Use Recreation Campus, Town of Erin (2022)		✓	
Kitchener City Hall Outdoor Spaces, Final Design and Contract Administration (2022)	✓		
Queen Street Placemaking, Kitchener (2020)	✓		
Township of Wellesley Park Master Plan (2019)	✓	✓	
City of Sarnia Parks, Recreation and Culture Master Plan (2018)	✓	✓	
County of Brant Recreation Master Plan (2017)	✓	✓	

Key Personnel & Project Experience

For the Town of Goderich's Memorial Arena Comprehensive Plan, we have assembled a multidisciplinary team from GSP Group, complemented by subject matter experts from McQueen Galloway Associates and Invizij Architects. Below, we highlight the experiences of our prime consultant team members who will be actively engaged throughout the project's duration. Team member bios and feature projects are provided on the following pages. Detailed curricula vitae for all team members are located in Appendix A.



Bayfield Heritage Conservation District Plan

GSP Group, in collaboration with ERA Architects, led the update of the Bayfield Heritage Conservation District (HCD) Plan for the Municipality of Bluewater. Community engagement was integral in shaping the Bayfield HCD Plan and Guidelines. Residents, stakeholders, and officials provided valuable insights that informed the project's direction. Building on this feedback, GSP Group focused on developing the comprehensive guidelines to uphold the District's objectives and preserve its cultural heritage. These guidelines provide clarity on appropriate changes and alterations within the HCD, aiming to maintain and enhance its distinctive character. Evelyn played a pivotal role in the community engagement process.

Previous experience of

Evelyn Thomas B.Arch, M.U.D.
Project Manager



Goderich Square - Rebuilding Downtown Infrastructure

GSP Group worked with engineering colleagues as well as the Town of Goderich leadership, residents, and property and business owners, to produce an implementable conceptual streetscape plan for the streets forming Courthouse Square. Through a community driven 4-day long charrette process, a preliminary design was achieved based on community feedback.

Previous experience of

Mark Zuzinjak OALA, CSLA
Charrette Lead



Parks & Recreation Master Planning

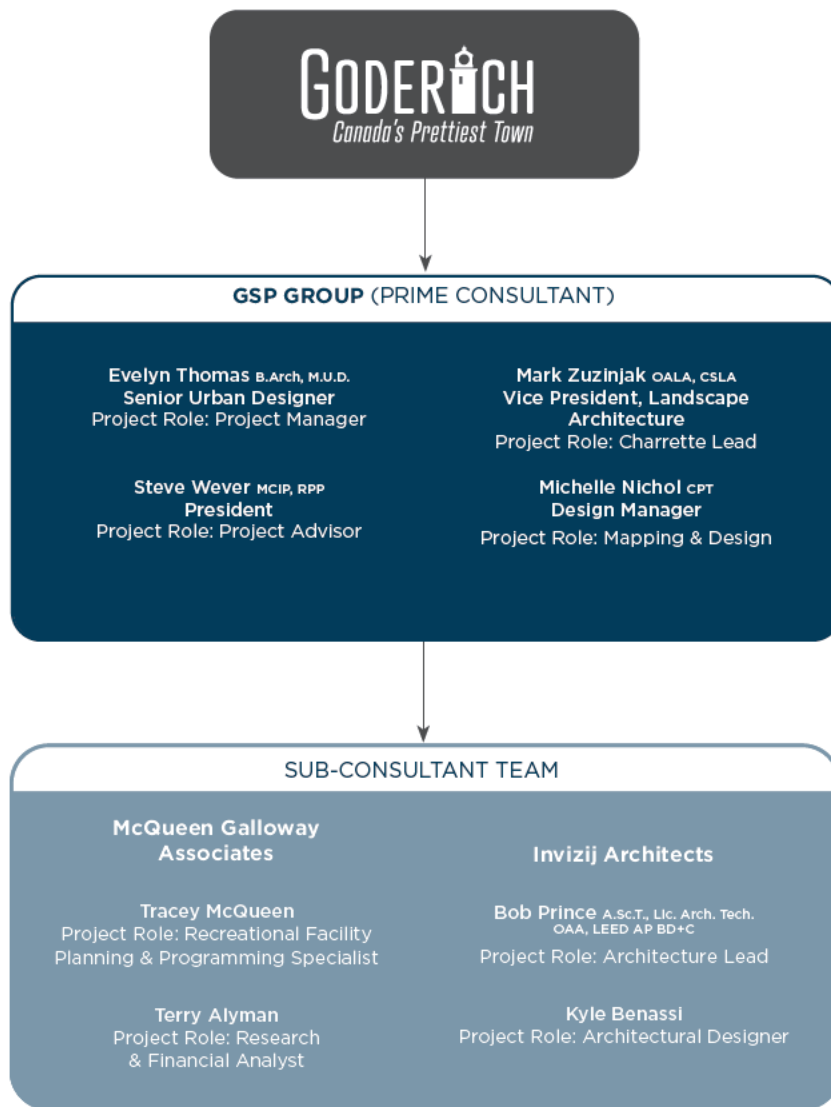
In 2023, GSP Group prepared a new Parks & Recreation Master Plan for the Town of Shelburne, which includes a review of the Town's primary indoor recreation facility, the Centre Dufferin Recreation Complex (CDRC). Built in the 1970s, the existing single pad arena was aging and in need of a longer-term plan to sustain its role as a key recreational hub for the community. The Master Plan provides a strategic framework and action plan for the facility.

Previous experience of

Steve Wever MCIP, RPP
Project Advisor
Michelle Nichol CPT
Mapping & Design

Project Team Organization Chart

We have assembled a team of seasoned recreation facility planners, stakeholder engagement experts, site planners, architects and landscape architects. Below you will find an organizational chart that outlines our proposed team for the Town of Goderich’s Memorial Arena Comprehensive Plan with team member bios on the following pages. Detailed information related to our project experience begins on page 18.



Project Team Member Bios

The individuals listed here will be involved throughout the duration of the Memorial Arena Comprehensive Plan. CVs are located in Appendix A.

GSP GROUP TEAM MEMBERS

EVELYN THOMAS B.ARCH, M.U.D.

Senior Urban Designer

Project Role: Project Manager

A Senior Urban Designer with a background in architecture, Evelyn has over 13 years of experience spanning North America and Asia. Evelyn has worked on a range of projects including community visioning processes, master planning, transit-oriented development, streetscapes, parks and open spaces and planning studies for a range of public and private sector clients. She is a skilled design professional with strong expertise in developing design strategies and zoning analysis, community visioning and design guideline documents, and assisting with the facilitation of community engagement sessions. This enables her to effectively manage projects, coordinate multidisciplinary teams, and efficiently deliver quality end results.

Project Role: As Project Manager, Evelyn will be responsible for coordination and assignment of work plan tasks working with the consulting team, attending key meetings and consultation with the interested parties, scheduling and providing progress updates, and quality control of deliverables. She will be extensively involved in the charrette process and in developing and implementing design strategies during the formulation of the comprehensive plan.

List of Recent Projects:

- Bayfield Heritage Conservation District Plan (2024)
- Smithville Master Community Plan (2022)
- Fergus Golf Club Redevelopment (2021)

STEVE WEVER MCIP, RPP

President

Project Role: Project Advisor

President of GSP Group, Steve leads the firm's planning practice. He joined GSP Group in 2008 and has over 20 years of experience in municipal planning and consulting. Steve specializes in municipal land use policy and parks and recreation planning, and has prepared numerous Parks and

Recreation Master Plans, Official Plans, Secondary Plans, and facility studies. Some of his recent and previous recreation planning assignments include the City of Brantford Parks and Recreation Master Plan, Town of Bracebridge Parks, Trails and Recreation Master Plan, County of Brant Recreation Master Plan, Municipality of Strathroy-Caradoc Parks and Recreation Master Plan, Town of Orangeville Parks Master Plan, Fort Erie Parks and Open Space Master Plan, Township of Wainfleet Recreation Master Plan, City of Kitchener Parks Strategic Plan and Town of Shelburne Parks Master Plan.

Prior to joining GSP Group, Steve contributed to the preparation of a range of other parks, trails and recreation facility studies and master plans including the Town of Saugeen Shores Parks and Trails Master Plan, the City of Vaughan Active Together (Parks, Recreation, Culture and Libraries) Master Plan, the City of Hamilton Public Use (Recreation) Facilities Study and a Rationalization Study of Existing Recreation Facilities in the City of Brantford with Monteith Brown Planning Consultants (MBPC).

Project Role: As Project Advisor, Steve will provide his expertise in parks and recreation facility planning and land use planning advice to assist with the review of the Town's planning documents and background studies, the arena site and surrounding context, opportunities and constraints, design and implementation of the consultation program, strategy and options development and evaluation, and draft and final recommendations.

List of Recent Projects:

- Waterloo Region Baseball Venue Feasibility Study (In progress)
- Fort Erie Parks & Open Space Master Plan (In progress)
- Barrie Parkland Needs Assessment Report (2024)
- Shelburne Parks & Rec Master Plan (2023)

MARK ZUZINJAK OALA, CSLA

Vice President, Landscape Architecture

Project Role: Charrette Lead

Mark is responsible for a variety of tasks on his projects including master planning, existing conditions analysis, concept development, detailed

design and construction administration. Mark has project managed several master plans and studies and has been integral to their public and stakeholder consultation process. Some of these projects include Kitchener City Hall Outdoor Spaces Master Plan, Queen Street Placemaking, Rotary Park Redevelopment Plan, and Goderich Square Redevelopment & Streetscape Master Plan.

Mark is also a sessional instructor at the University of Guelph's Landscape Architecture undergraduate program, where he teaches Site Engineering and Landscape Construction courses.

Project Role: Currently involved with the Town's Goderich Square project, Mark will lead the charrette process for the Memorial Arena Comprehensive Plan.

List of Recent Projects:

- Goderich Square - Rebuilding Downtown Infrastructure (In progress)
- Kitchener City Hall Outdoor Spaces - Master Plan & Engagement Through to Contract Administration (2022)
- Queen Street Placemaking (2020)

MICHELLE NICHOL CPT

Design Manager

Project Role: Mapping & Design

Michelle supports projects by providing both computer-aided design and graphic support. Her critical thinking and ability to explain designs are integral to the site analysis, design concepts and report graphics that she creates, which assist clients with exploring land use planning and landscape design possibilities.

Michelle's interest in design was kindled during her studies at Wilfrid Laurier University, with courses such as urban geography. Inspired by how communities evolve, Michelle provides project teams with graphics that help communities understand and improve how people interact with their neighbourhoods.

Project Role: Michelle will support this project by preparing mapping and graphics as required for the charrette process and the preparation of the Memorial Arena Comprehensive Plan.

List of Recent Projects:

- Fort Erie Parks & Open Space Master Plan (In progress)
- Shelburne Parks & Rec Master Plan (2023)
- Brant County Parks & Recreation Master Plan (2019)

SUB-CONSULTANT TEAM MEMBERS

TRACEY MCQUEEN

Principal, McQueen Galloway Associates

Project Role: Recreational Facility Planning & Programming Specialist

Tracey brings over 25 years of experience in strategic planning in both the private and public sector as the Principal Consultant with F.J. Galloway, and now Principal of McQueen Galloway Associates. She holds a degree from Brock University in Recreation and Leisure Studies and a Business Administration Degree. Tracey brings considerable experience in the recreation services area in both the private and public sector. In the public sector, Tracey has had significant experience in all aspects of public engagement and helping community groups develop and implement their own business / strategic plans with the City of Burlington. At the City of Burlington, Tracey held many senior positions in community development, marketing, revenue generation, programming, special events and was involved with two multi-sport complexes and the development and implementation of policies to make them a sustainable operation.

Project Role: As the primary contact for McQueen Galloway Associates, Tracey will be active throughout the entire development of the Comprehensive Plan. Tracey is highly regarded in her abilities to generate meaningful discussion and insights from key stakeholders which is critical to making informed decisions. She will also be involved in the integration of trends, policy revisions, standards, guidelines, and marketing strategies that are necessary for a successful plan.

List of Recent Projects:

- Town of Erin Feasibility Study & Business Plan (2022)
- Town of South Bruce Peninsula Feasibility Study & Business Plan (2022)

TERRY ALYMAN

Senior Associate, McQueen Galloway Associates

Project Role: Research & Financial Analyst

Terry has worked with McQueen Galloway Associates on various projects in the past 5 years. Terry brings over 35 years of senior leadership experience in municipal parks, recreation, facilities, culture, events, and tourism in both large and small municipalities.

Recreation, Culture, Sport, and Tourism are fundamentally linked at the community and regional level. This relationship is clearly emphasized at the provincial level giving way to a common Ministry

of Heritage, Sport, Tourism, and Culture Industries. Terry has extensive experience in working with key stakeholders throughout the tourism industry in Burlington, Hamilton, and Halton Hills, facilitating regional tourism and sport tourism opportunities among stakeholders, and delivering cultural and heritage programs, services, and special events.

Terry is highly regarded for his ability to translate analytics into meaningful results, and strategic actions into day-to-day operations. A successful Tourism Strategy and Action Plan is based on targeted research, analytics, strategic priorities, and a realistic strategic action plan.

Terry worked directly with Tracey McQueen on several MGA cultural and tourism strategies including the Town of Collingwood Tourism Strategy and Action Plan, South Bruce Peninsula Indoor Pool and Community Centre Feasibility and Amenities Study, Town of Parry Sound Cultural and Recreation Master Plan and the Credit Valley Conservation Recreation and Tourism Study.

Project Role: Terry will be responsible for research, demographics, demand generator analytics, analysis of revenue and financial models. Terry will work to establish evidence-based strategic themes and action plans through to final completion. He will also be involved with analytics, strategy development, and will support the Team in stakeholder engagement.

List of Recent Projects:

- Town of Erin Feasibility Study & Business Plan (2022)
- Town of South Bruce Peninsula Feasibility Study & Business Plan (2022)

BOB PRINCE A.S.C.T., LIC. ARCH. TECH. OAA, LEED AP BD+C
Principal, Invizij Architects
Project Role: Architecture Lead

Bob is a Principal of Invizij Architects and specializes in Athletics and Recreational Facilities Design and Construction Administration. A Registered Architectural Technologist with the OAA and a LEED®AP, Bob has over 30 years of architectural experience using many different Project Delivery approaches. His attention to detail has resulted in numerous successful projects and his background as a player, coach and fan of various arena sports is a vital asset in the firm's design of recreational facilities.

As a certified Provincial Adjudicator with the Ontario Dispute Adjudication for Construction Contracts (ODACC), Bob has gained a deep understanding of various contracts that provides an added dimension

to Invizij's current client services and can also provide Adjudication services to parties looking for the same.

Project Role: As the primary contact for Invizij Architects, Bob will lead the architectural scope to support the development and visualization of options and concepts as well as the charrette process, and capital cost estimates for the preferred option / building program.

List of Recent Projects:

- New Hamburg Arena Reconstruction (In progress)
- South Huron Recreation Centre Phase 1 (2023)
- Grightmire Arena (2022)

KYLE BENASSI

Architectural Designer, Invizij Architects
Project Role: Architectural Designer

Kyle Benassi is an architectural designer who joined the team at Invizij in January of 2021. Working at both large and small firms located in Hamilton and Toronto has afforded Kyle experience with many different project types and scales: from a small infill retail project in an underutilized urban site, a mid-sized reinvention of the observation level of the iconic CN Tower, and a large regional courthouse in Halton. Throughout all projects, he focuses on user experience within the built and natural environments, designing in response to the individuals who will utilize the space.

Project Role: Kyle will provide technical assistance as required to support the development and visualization of concepts.

List of Recent Projects:

- New Hamburg Arena Reconstruction (In progress)
- South Huron Recreation Centre Phase 1 (2023)



Shelburne Parks & Recreation Master Plan

GSP Group has completed numerous master plans for parks and recreation facilities in small to medium-sized urban and urban-rural communities throughout Ontario, which demonstrate our experience in similar projects.

In 2023, GSP Group prepared a new Parks and Recreation Master Plan for the Town of Shelburne which updated and replaced the Town’s previous Parks Master Plan prepared by GSP in 2009. The 2023 Master Plan was expanded to include a review of the Town’s primary indoor recreation facility, the Centre Dufferin Recreation Complex (CDRC) which is operated by a local board comprised of representatives from Shelburne and surrounding municipalities. Built in the 1970s and last renovated and expanded approximately 15 years ago, the existing single pad arena is aging and in need of a longer-term plan to sustain its continued role as a key recreational hub for the growing community. The Master Plan provides a strategic framework and action plan for more detailed facility condition audits, monitoring and assessing facility utilization on an ongoing basis, expanding program opportunities and community awareness and participation, reviewing and updating allocation policies and facility scheduling, capital planning for future facility improvements and asset management, and setting and measuring achievement of performance targets.

The Parks and Recreation Master Plan was completed and adopted by Council in September 2023.

Client

Town of Shelburne

Services

- Park Inventory & Analysis
- Concept Design
- Parks Mapping
- Policy Review & Development
- Public & Stakeholder Consultation

Reference





Wellesley Park Master Plan

GSP Group led project management to prepare a park master plan for the Township of Wellesley who acquired a 16-hectare farm field and woodlot, just outside the Community of Wellesley, to accommodate a new multi-use Community Centre with ice rinks, as the original facility was in need of repair due to its age. Their ultimate goal was to create a space that would be a premier sports and recreation site and event destination for the Township.

GSP Group met with Township staff to gain an understanding of their requirements for the park, and conducted an inventory and analysis of the site to determine its opportunities and constraints, as well as understand the optimal locations for the proposed park elements. Following this background research, GSP developed three different concepts, eventually honing them into one master plan to present to the public. An in-person public consultation session was held to obtain valuable community input for the park concept plan as well as an online survey.

Upon conclusion of the public engagement piece, GSP Group worked closely with Township staff to adjust the design, resulting in a preferred concept which addressed both Township staff and the community's needs, wants and concerns. The final design included the proposed arena and indoor community space, parking, two soccer pitches, a large open space for a variety of possible uses, a large playground, splash pad and walking trails throughout the entire 16-hectare site. The Master Plan project was completed in 2019.

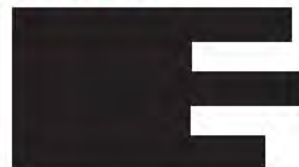
Client

Township of Wellesley

Services

- Site Inventory & Analysis
- Concept Planning
- Function Plan with Phasing
- Public & Stakeholder Consultation

Reference





TOWN OF ERIN FEASIBILITY STUDY AND BUSINESS PLAN

Population: 15,000+ | **Budget:** ██████████ | **Project Date:** Jun 2021 – Feb 2022
(on budget – no variance) *(start – completion)*

Between 2019 to 2021, three firms and consultants worked on components that lead to the Feasibility Study and Business Plan for a new multiuse recreation facility at Barbour Field for the Town of Erin that determined the size, location and amenities. In 2018 a completed Parks and Recreation Master Plan was completed that led to the recommendations pertaining to the future community center, arena and library. Watson & Associates Economists led the analysis of the DC calculation that were eligible for Outdoor Recreation Services, Library, Indoor Recreation Services, Cultural and Tourism that provided the foundation for the financial analysis of the proposed multiuse recreation facility, satellite library with a potential Town Hall. MGA looked at site location, amenities, programming that was needed for this community and completed a business plan with suggested timing.

In addition to the proposed multiuse recreational facility, MGA conducted a study on the Hillsburgh Arena and Community Centre to explore future options, including retaining the arena, repurposing the property, or disposing of it. The study followed this structured approach:

- **Stakeholder Re-imagination Session:** Engaged key stakeholders to brainstorm and envision potential uses for the facility.
- **Community Survey:** Gathered public opinion to gauge support and preferences for the project’s direction.
- **Identification of Future Use Options:** Analyzed and documented viable options for the facility’s future.
- **Preparation of Concept Plan:** Developed preliminary plans for the potential future uses of the property.
- **Preparation of Capital Cost Estimate:** Estimated the financial investment required for each identified option.
- **Presentation of Draft Report:** Compiled findings into a draft study on the future use options for the Hillsburgh Community Centre.

Client

Town of Erin

Contact:



Project Role: MGA and Watson & Associates collaborated on deliverables

Services

Economic Plan, Business Plan and Feasibility Study

Team Members

MGA: Tracey McQueen, Terry Alyman
Watson & Associates: Daryl Abbs

Project Comparison

A complete needs assessment and an analysis of Development Charges from Watson & Associates is a similar approach we are taking with this project.



TOWN OF SOUTH BRUCE PENINSULA FEASIBILITY STUDY AND BUSINESS PLAN

Population: 10,000+ | **Budget:** [REDACTED] | **Project Date:** Oct 2021 – Apr 2022
(on budget – no variance) (start – completion)

The Town of South Bruce Peninsula commissioned McQueen Galloway Associates to develop a Feasibility Study and corresponding Business Plan related to their Community Hub. Phase 2 was specifically focused on determining which indoor and outdoor recreation amenities were most desired by residents that would integrate with their Phase 1 Community Hub concept plan which included an administration centre and community rental space to create the overall Community Hub experience. MGA developed an evidence-based series of options, introduced a robust community engagement plan which resulted in a preferred option and Business Plan.

In the Community Hub, MGA analyzed the feasibility of closing the historic Warton Arena and Community Centre. The study considered repurposing or selling the property to support the rationale for relocating the arena to the Community Hub.

Client

Town of South Bruce Peninsula

Contact:

[REDACTED]
[REDACTED]



Project Role: MGA was the lead Proponent on all deliverables

Services

Feasibility Study
Business Plan

Team Members

Terry Alyman, Tracey McQueen

Project Comparison

A look at programming, amenities, site selection, community consultation for a new Community Hub is very similar to this project.

New Hamburg Arena Reconstruction

Location: New Hamburg, ON

Type: Addition & Renovation

Status: In Progress

Size: 4,760 m²

Client: Township of Wilmot

Construction Budget: [REDACTED]

Architect of Record: Invizij Architects

Client Reference:



Invizij Architects was commissioned by The Township of Wilmot for schematic design of the existing New Hamburg Arena/Multi-Use Facility. The project entailed a review of the existing facility - which has not operated as an ice rink since 2013 - with the intention of providing season ice, as well as operating as a warm-floor facility for the community's various user-groups, including a local theatre company. The project required strict adherence to the Township's grant application for funding, in conjunction with user-group requirements.

The existing arena is located within a flood plain, which restricted the construction of an addition. As such, Invizij Architects schematic design involved the concept of an "interior addition," where we utilized the existing buildings volume to create multi-storey spaces to increase building area. A new expansive lobby and viewing area was integrated, as well as the reconfiguration of the entrance and a new feature stair greatly improved wayfinding throughout the building by providing clear sightlines to the building's various programs. Shifting the location of the ice surface allowed for new changerooms to be incorporated, with useable

floor area located above these rooms. Reorienting spectator viewing on the second level created adaptable seating for both ice programs and theatre performances. A second floor walking track provides fitness opportunity for residents, along with access to new floor space for user-groups.

South Huron Recreation Centre Phase 1

Location: Exeter, ON

Type: Addition & Renovation

Status: Completed 2023

Size: 7,000 m²

Client: Municipality of South Huron

Construction Budget: [REDACTED]

Architect of Record: Invizij Architects

Client Reference:



Invizij Architects was commissioned initially by The Municipality of South Huron in December 2012 to provide programming, preliminary design options and costing for the revitalization of the existing South Huron Recreation Centre and Exeter Outdoor Pool Revitalization. The project required review of all pertinent existing information, identifying all jurisdictional requirements, a consulting process with Municipality stakeholders and chairing 2 public workshops. The end result was a 2013 report identifying various design approaches the municipality could take that varied in estimated construction costs from \$2-\$8M (2012).

Throughout the next 9 years our office was consulted at various times and in 2021, the Municipality again retained our office to provide schematic design services and costing for a revised vision of the Recreation Centre having now receiving specific funding. Our office developed several options / approaches which led to us being retained by the Municipality to provide full design and construction administration services for the final selected design consisting of a new 6 change room addition and renovations totaling \$5M.

Construction began in 2022 with the first phase of renovations and the new addition to the icepad. This addition, located on the west side of the building, provides extensive new changerooms for the icepad. A key focus of the project was improving rink accessibility, including the creation of a new open area with a viewing platform. The scope of work includes six new changerooms (two of which are barrier-free), an officials' changeroom, updated rink dashboards, a redesigned vestibule, and upgraded restroom facilities.





iv. Project Methodology & v. Commitment of Firms to Work

Notetaking during the Public & Stakeholder Consultation for the Bluewater Heritage Conservation District Plan

Approach & Work Plan

Our team employs an evidence-based approach built on targeted research and data analysis that results in a defensible needs assessment and business case to develop and support recommendations and strategies for parks and recreational infrastructure investments. Our recommendations are clear, prioritized, actionable and results-oriented while remaining realistic and flexible to allow for adaptation to new information, funding sources and other circumstances that may evolve over time.

Our approach to community engagement is collaborative, interactive and designed to foster effective two-way communication and learning through a variety of methods including interviews, focus groups, surveys, charrettes and presentations to maximize participation. We facilitate conversation and listen to feedback to build an understanding of local perspectives, needs and objectives while managing expectations and sharing examples and lessons learned from our broad base of experience in other places as well as our expertise in recreation facilities planning, design, programming and management.

As summarized in section *ii. Project Understanding*, our proposed work plan includes three project phases, moving from background review, consultation and establishing the overall direction and strategic foundation in Phase 1, to developing and evaluating concepts and options in Phase 2, to identifying a preferred option and recommendations and documenting and presenting final deliverables in Phase 3. Key tasks within each phase are detailed below. A project schedule identifying the timing of each task is provided on page 32, and a time-task matrix and project budget is provided on page 34.

PHASE 1: BACKGROUND REVIEW & GUIDING PRINCIPLES

1.1 Project Initiation Meeting

To initiate the project, a kick-off meeting will be held with the Town to:

- Refine the proposed work;
- Schedule key dates for meetings and project milestones;
- Establish a communications plan and protocols, and identify key user groups and participants for the consultation program;
- Identify and make arrangements for delivery of available background and site/building information to our team;

- Discuss and gain initial perspectives on community and site/building context, key issues and priorities.

Our team will prepare and circulate the meeting agenda in advance of the meeting, confirm meeting arrangements / time / location, facilitate the meeting and provide a meeting summary.

1.2 Site Visit

As part of, or immediately following the Project Initiation Meeting, our team will visit the Goderich Memorial Arena together with available Town staff and document and photograph the overall existing conditions / observations. The intent of this task is to get a first-hand look at the site, building and area context, obtain information about the facility's history, past renovations and investments, key issues and health and safety concerns, usage patterns and schedules prior to facility closure and how that has changed over time, and other information and perspectives, to ensure a comprehensive understanding and baseline starting point. This task does not include a formal building condition audit or structure assessment – for this information, our team will rely on existing available information and any new/updated information available from the Town as the study progresses.

1.3 Background Review, Opportunities & Constraints

Our team will review all of the resources listed in Section 6.0 of the RFP and summarize the most pertinent information with commentary on implications for any future directions and considerations, where appropriate. A financial analysis of past facility revenues, operating expenditures and capital investments will also be completed as part of this task. Additionally, our team will review and assemble available mapping information and produce site and area context maps

and graphics to illustrate the existing conditions, opportunities and constraints to be considered. The results of the background review and mapping will be used to provide introductory context to participants in the consultation program and will be documented as part of the final reporting.

1.4 Meetings / Interviews, Community Survey

Our team will conduct meetings / interviews with Town staff and Council members, facility user groups, and the Task Force to build an understanding of current perspectives and provide an opportunity for input to key issues, opportunities and potential future directions for the arena site / facility. The primary aim of these sessions is to determine current strengths/opportunities and issues/concerns, strategic priorities within the community, resourcing capacity, input on community perspectives and other important elements such as the capacity to support continued operation of existing programs, needs, and opportunities for development of new or different programs and facilities. Where possible, these sessions will be held virtually for efficiencies and flexibility in scheduling around participants' availability; however, our proposal also allows for one day of in-person meetings as part of the three-day charrette process in Phase 2.

Working with Town staff, our team will also draft a short online Community Survey to generate broad input from the public on the arena facility, current and future needs, and priorities and directions to consider. The survey will be administered using Survey Monkey and will be tested by our team and made available in draft for testing by Town staff prior to public launch. In our experience, providing and maintaining the option of an online survey through the main consultation period for this type of study is beneficial as it allows participants an anonymous voice to provide input and comments that they may not otherwise be comfortable providing in a larger group setting such as a public meeting or open house, and also provides an alternative input opportunity for those unable or unavailable to attend an in-person consultation event. Summaries of the results and key themes of this engagement will be provided and included as part of the final documentation.

1.5 Draft Guiding Principles

The purpose of establishing draft guiding principles is to capture the general themes and directions

emerging from the previous tasks and provide an overall foundation for the development of concepts and options in Phase 2, which helps to scope or focus the range of options that may be looked at and also serves as an evaluation tool. The draft guiding principles will be high-level statements that describe the general direction and desired outcomes for the future within key themes or topic areas, such as the overall design intent, types of spaces/settings/ programs/activities that should be considered (e.g. flexible multi-use space vs. specialized or purpose-built), universal accessibility, sustainability and similar ideas. At this stage in the process, the intent would be to present the draft guiding principles as an initial draft for feedback and refinement throughout Phase 2.

1.6 Status Update / Coordination Meeting

Our team will meet with Town staff to provide a status update, review the results of the previous tasks and confirm arrangements for the consultation activities in Phase 2. For efficiencies, we are proposing that this meeting should be virtual.

PHASE 2: CHARRETTES, CONCEPTS & OPTIONS

2.1 Charrette Process

As outlined in the Town's RFP, the primary community engagement will be in the form of charrette workshops including two weekday sessions (one in the daytime and one in the evening) and one Saturday session. GSP found this was very effective and successful for the Goderich Square redesign project, and we will adopt a similar approach for the arena study. This process will allow us to design WITH participants rather than FOR participants which, in our experience, helps to build project buy-in and improves mutual understanding of the opportunities, constraints and options. The following steps are proposed to facilitate progression and achieve meaningful results over the three charrette days:

- **Visioning:** In the two weekday sessions, our team will meet collectively with local leaders, Task Force members and organizations that have a vested interest in the arena project. The intent of this meeting is to introduce and further develop and refine the draft guiding principles and to gain perspectives on the range of options to consider for the future of the site. Members of the public may also participate if desired. The

day will conclude with a public presentation to provide an overview to the community, inspire ideas including examples of similar facilities, and to establish an open and respectful dialog with all interested participants. No design solutions will be offered at this meeting. It will serve as an educational session for the public, to demonstrate the potential of the arena site as an asset and to gauge public sentiment.

- **Concepts:** In the Saturday charrette, our team will facilitate and work with participants to identify, develop and refine options / concept plans with Goderich stakeholders. Participants will be able to help shape the concepts/options through discussion based on a combination of their local knowledge and the designers' technical knowledge and skills. The day will conclude with a public presentation of what was learned to date, the options considered and an overview of next steps in the process.
- **Documentation:** Following the charrettes, our team will prepare formal concept plans with supplementary graphics and precedent images that will capture the options developed and considered in the above sessions.

“A charrette is a method of organizing thoughts from experts and the users in a way that encourages creativity and the development of myriad of scenarios. The word charrette may refer to any collaborative session in which a group of designers draft a solution to a design problem. While the structure of a charrette varies, depending on the design problem and the individuals in the group, charrettes often take place in multiple sessions in which the group divides into sub-groups. Each sub-group then presents its work to the full group as material for future dialogue. Such charrettes serve as a way of quickly generating a design solution while integrating the abilities and interests of a diverse group of people.”

Source: Modified from Wikipedia

WHY A CHARRETTE PROCESS?

BREVITY AND FINALITY

A deadline for reaching a conclusion is a major factor in resolving difficult issues. During a charrette, stakeholders do not have the option of stepping away from the process to think about concepts for long periods of time and get back to the design team weeks later with a recommendation. Rather, findings and recommendations are developed collaboratively and with short feedback loops. This will be key in completing the project within the timeframe identified in the RFP.

OPENNESS AND PARTICIPATION

Charrettes invite participation and openness. Stakeholders, Task Force members, designers, and officials are in direct contact with each other during the process, which allows them to resolve issues readily and transparently rather than through protracted and time-intensive channels of communication. Transparency between elected officials, stakeholders, and designers will provide Goderich stakeholders with the confidence that their ideas are being heard.

UNDERSTANDING AND APPRECIATION

The charrette process rapidly sets the course for a common understanding of the challenges at hand and the potential solutions. The process is helpful for generating a shared vocabulary and appreciation for varying perspectives and assuaging incorrect perceptions. Charrette participants quickly gain an appreciation of the different perspectives that others bring to the table, and our team helps them to focus their energies on working constructively toward solutions that have lasting value.

EFFICIENCY AND COLLABORATION

The simple act of gathering the talent (i.e., design team, Town officials, Task Force, stakeholders, and others) in a focused effort located conveniently in downtown Goderich will produce a high level of concentration and productivity.

COMMUNITY OWNERSHIP

As Town officials, the Task Force and other stakeholders are an integral part of the charrette process, they develop “ownership” in the results. This increases the momentum behind the effort and increases the probability of successful implementation.

2.2 Status Update / Coordination Meeting

Our team will meet with Town staff to provide a status update on the Phase 2 work, review the results of the previous tasks including reflecting on the outcomes and directions of the charrette process, discussing and evaluating the concepts/options, and confirm next steps for finalizing the concepts evaluation and identifying a preferred option in Phase 3. For efficiencies, we are proposing that this meeting should be virtual.

PHASE 3: PREFERRED OPTION & FINAL DOCUMENTATION

3.1 Evaluation of Options / Concepts

Building on the results of the previous phase and input received as well as the coordination meeting with Town staff, our team will undertake an evaluation of the concept options developed in Phase 2. The results of the evaluation will be documented in a table or matrix format with a summary of the rationale and recommendations for components that should form part of the preferred option which may be a refinement of one of the options already considered or a hybrid concept that integrates components from more than one options. The draft evaluation summary will be circulated to

the Town for review and comments prior to fully developing the preferred option.

3.2 Preferred Option and Draft Report

A draft concept plan will be developed for the recommended preferred option for the site/building along with a draft report providing supporting information including a service delivery assessment, summary of outcomes, high-level capital cost estimates and forecast of estimated annual revenues and operating expenditures, and a compendium of the documentation of the results of the research, background review, consultations and status reports completed in the previous study tasks. Draft recommendations will be listed and prioritized. The draft preferred concept plan and report will be submitted to the Town and circulated to the Task Force for review and comments. Following a review of comments and any refinements required to the draft report and preferred concept plan, it is recommended that the draft documents should be posted online with an opportunity for public review and feedback.

3.3 Status Update / Coordination Meeting

As the previous task is being completed, our team will provide a status update and attend a



Community members review proposed concepts for the Queen Street Placemaking project in Kitchener.

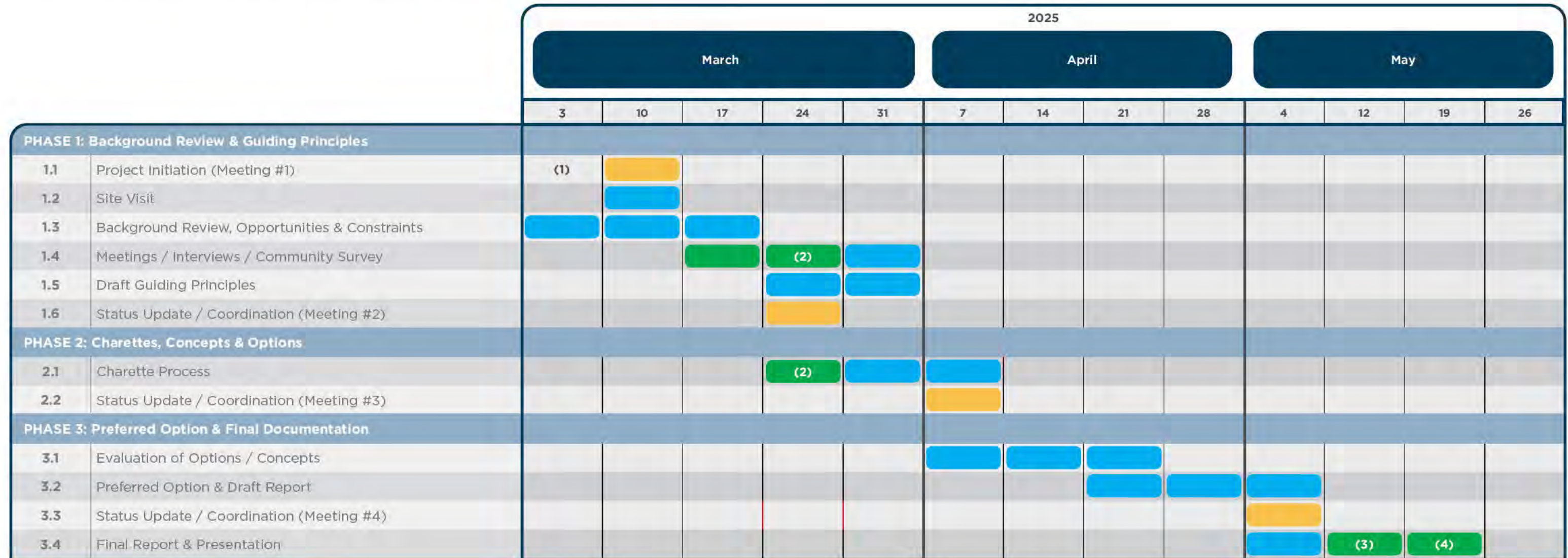
coordination meeting with the Town to review and discuss the draft preferred concept plan and draft report as the work on these deliverables progresses. Our aim is to ensure adequate opportunities are provided for collaboration and discussion throughout the study process and to carry that approach through this key step as recommendations are formed and crystallized. This meeting will also serve to review and consider any refinements and further information required after reflecting on public and stakeholder feedback

3.4 Final Report & Presentation

The outcome of this iterative process will be a comprehensive report on the study findings with prioritized recommendations to guide future work, and a highly illustrative final concept plan with estimates of probable costs, photorealistic renderings showing the street/exterior view of the proposed preferred option, as well as any supplementary precedent images and graphics that illustrate the design intent. Our team will present the final report and concept plan / renderings to the Task Force and Town Council as the final step in the process. A PDF and hard copies (12) of the final deliverables will be provided as per the RFP.

Proposed Project Schedule

Town of Goderich: Memorial Arena Comprehensive Plan



Key Project Milestone Dates (from RFP):

- (1) RFP Award Recommendation (March 3, 2025)
- (2) Charette Process (week of March 24, 2025 including Saturday March 29, 2025)
- (3) Final Report Delivered to Task Force (May 12, 2025)
- (4) Presentation to Council / Project Completion (May 20, 2025)

Legend

- Town / Task Force Consultation / Meetings / Status Updates
- Review / Research / Documentation / Concepts / Options / Report
- Consultation / Engagement / Presentations

What matters most in the design of this

BAY ST. BOTTLENECK
3 lanes → 2 lanes

How to widen Bay St.
- light may be a center turning lane

ON-STREET PARKING ALREADY A PROBLEM

NO TALL BUILDINGS!

GREATER MIX OF USES
THROUGHOUT
esp in residential designated - ~~some~~ on ground

- 8 STOREYS IS NOT TOO TALL!

WALKWAYS OF WATER
SHOULD BE PLANNED IN PARK
HEART CONCERN

NARROW STREET ST
TO WIDEN MULTI-PATH
GREEN SPACE

MAKE A LAND BRIDGE OVER THE WEST END OF THE RAIL YARDS

AS HIGH AS YOU CAN GO
- ~~some~~ - ~~some~~ - ~~some~~

THE LAND!

Hess and York improvements
smooth side for safety

- Walk everywhere
- fix sidewalks
- snow/ice removal

COMMUNITY CENTRE IN STORAGE BLDG

Widen Barton
create tree boulevard

125 Barton w repurposed for recreational use

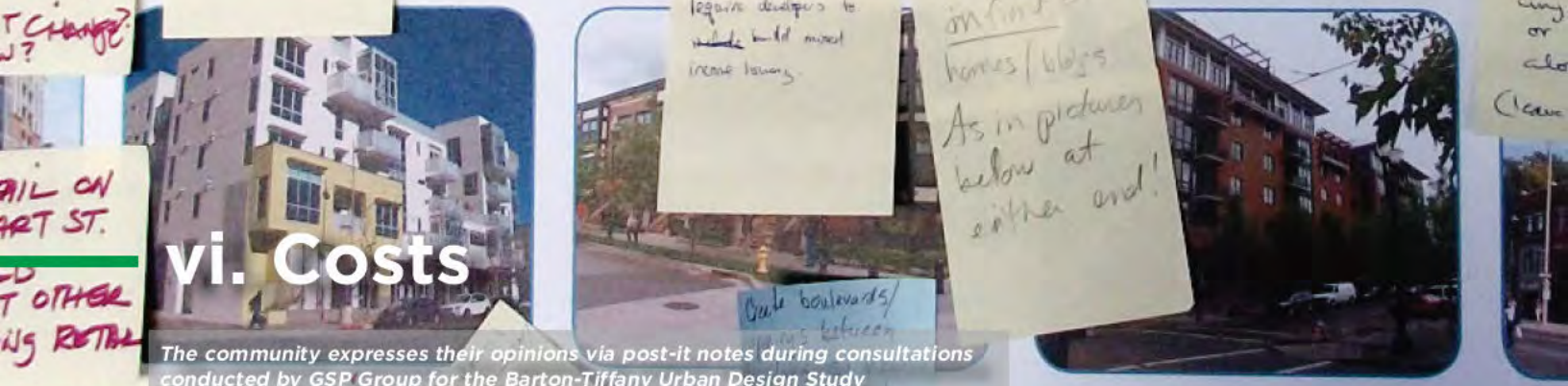
NO CASINO!!!

ST NOT ON A MAIN FOCUS AREA ???

No parking garages/pods in front of homes/bldgs
As in pictures below at either end!

require developers to include build mixed income housing.

Do anything or clear



vi. Costs

The community expresses their opinions via post-it notes during consultations conducted by GSP Group for the Barton-Tiffany Urban Design Study

Bay

Terms & Conditions

1. Fees are calculated per hourly billable rates for the current calendar year and assume all work is completed this year. Billable rates are adjusted annually and may be subject to change should the work extend beyond the current year.
2. Fees as outlined do not include H.S.T.
3. Fee scope assumes the municipality will be responsible for providing meeting space for consultation and costs associated with reserving and occupying the meeting space and for third party notices and advertisements through the local media, municipal website and other outlets.
4. Representation at the Ontario Land Tribunal is not included in the scope of this proposal. A separate proposal can be provided if required.
5. Fees and reimbursable expenses will be billed on a monthly basis for the work completed to date. Accounts are due within 30 days of the date of the invoice.
6. GSP Group accepts EFT, Direct Deposit, e-Transfer, Cheque and Wire Transfer. For EFT or Direct Deposit please contact reception@gspgroup.ca for banking information.
7. Municipal and agency application and review fees are not included in the fees herein.
8. Disbursements included in the services fee estimate include printing, plotting, graphic production, photocopying, courier, telephone, electronic communications, travel and accommodations. Travel expenses are billed at [REDACTED].



vii. References

Additional Projects

Engaging the community during public & stakeholder engagement



Goderich Square - Rebuilding Downtown Infrastructure

Our Urban Design and Landscape Architecture teams worked with engineering colleagues from BM Ross as well as the Town of Goderich leadership, residents, and property and business owners, to produce an implementable conceptual streetscape plan for the streets forming Courthouse Square. The design of this one-of-a-kind place evolved through a community driven charrette and was completed in under 12 weeks - about a third of the time of conventional engagement and design processes.

Challenges included draining gently super, elevated octagonal "square" streets, accessibility for historic buildings, deconflicting pedestrian conflicts with cyclists and motorists at unique intersections, considering the needs of an aging population, and future maintenance for added street trees and other plantings. It is an amazing project that will contribute to the economic vitality and identity of this main street for decades to come.

Client

Town of Goderich

Services

- Public & Stakeholder Engagement
- Conceptual Design & Renderings
- Urban Design
- Landscape Architecture

Reference





BASEBALL FACILITY CONCEPT
800 KING STREET NORTH, WOOLWICH



BASEBALL FACILITY & DEVELOPMENT CONCEPT
CHARLES STREET EAST AND BORDEN AVENUE SOUTH, KITCHENER



Concept options created for the potential baseball venues.

Waterloo Region Baseball Venue Feasibility Study

GSP Group collaborated with McQueen Galloway Associates Inc. to draft the Baseball Venue Feasibility Study for Explore Waterloo Region, evaluating the potential for a new or upgraded elite-level baseball stadium. The study includes stakeholder consultations, site mapping, and analysis of eight potential locations across Kitchener, Waterloo, Cambridge, and Woolwich. Key site criteria included accessibility, transit connections, multi-use potential, and economic impact. GSP Group also assessed existing stadiums, highlighting the need for significant upgrades to meet modern standards for play, spectator experience, and event hosting.

The study examines regional demand and market trends, comparing Waterloo Region's baseball infrastructure to other Intercounty Baseball League (IBL) communities. It explores operational and financial feasibility, programming opportunities, and potential funding strategies. Facility best practices emphasized user experience, fan engagement, and flexibility, recommending artificial turf, scalable seating (1,500–2,500 spectators), and amenities such as concessions, change rooms, and media space.

Based on site evaluations and consultation feedback, GSP Group developed concept plans for preferred locations, prioritizing highway accessibility, nearby accommodations, and multi-functionality. The report outlines recommended sites, facility attributes, success factors, and funding opportunities, positioning Waterloo Region to enhance its baseball and sport-hosting capabilities while fostering community pride and economic growth.

Client

Explore Waterloo Region

Location

Region of Waterloo

Services

- Planning Services
- Background Research
- Site Evaluation Reports
- Stakeholder Meetings
- Public Consultation
- Concept Plans
- Feasibility Study



Fleming Memorial Arena image courtesy of Google Earth.

Community Complex Site Design

GSP Group led the planning and design process for the Fleming Memorial Centre, working closely with Town staff and a Steering Committee to develop a site concept for the multi-use facility. The project, located on the former Fairgrounds site in downtown Beamsville, included plans for an arena, library, senior centre, and park. Through interactive design charrettes, GSP Group engaged with the community to determine the most appropriate site layout, considering neighbourhood context, pedestrian and vehicular access, trail connections, outdoor programming, and future park development. The work also included budget projections and precedent studies to guide the design and ensure its feasibility.

The planning process emphasized community engagement, including public consultations and classroom sessions with local children and youth to gather input on programming and design objectives. The site concept integrated historical elements, such as the ornamental ironwork commemorating the Fairgrounds' 100th anniversary, while ensuring strong pedestrian connections to downtown and surrounding residential areas. Streetscape guidelines, including traffic calming, wayfinding, and public art, were also considered to enhance the area's character. GSP Group's work laid the foundation for a functional and accessible community hub that serves both existing and future residents.

Client

Town of Lincoln

Location

Beamsville

Services

- Master Planning
- Public Consultation
- Concept Development
- Cost Estimates



Activa Sportsplex

GSP Group provided site planning and landscape design services for a new twin pad arena and boxing complex which is the first LEED Gold certified building of its type in Canada. Landscape design supported sustainability and energy efficiency, including gray water pits, bioswales, impervious pavement treatments, recycled site furnishings and tree management.

Naturalized plantings enhance an existing storm pond with a prominent overlook, and the development also included interpretive signage and public art. A preserved woodlot supports wildlife habitat and rainwater infiltration.

GSP Group also worked with the City of Kitchener to develop a neighbourhood context plan identifying site linkages between the adjacent sports facility and secondary school.

Client

City of Kitchener

Services

- Site Planning
- Tree Management
- Landscape Design
- Sustainable Design



North Park Community Centre and Public Library

GSP Group is providing Landscape Architectural services for the new North Park Community Centre and Public Library in the Town of Oakville. The new community centre and library will attach to the Sixteen Mile Sports Complex, an existing quad pad arena that opened in 2010. The construction of the new community centre and library is a component of the full North Park project, which includes park and sports field development on adjacent lands within the complex. LEED Silver certification will be pursued as an outcome of the project.

While currently in the project’s schematic design and site plan approval phase, GSP Group’s landscape architecture services will include the preparation of construction documents and contract administration services through to project close-out. The focus of the project is on the creation of inclusive, attractive and inviting outdoor spaces around the periphery of the building complex that is pleasing for visitors upon arrival and provides a barrier-free environment to meet the Town of Oakville’s Outdoor Universal Design Standards (OUDS). These spaces include entry plazas from both Neyagawa Boulevard and from the existing parking lots, a covered outdoor reading garden for the library, and an urban promenade and drop-off area which provides a direct pedestrian connection to the sports park and playground areas to the west of the site.

The landscape materials proposed around the new building will be selected for based on their demonstrated durability to promote longevity, and ease of maintenance throughout the year. Tree species proposed at the Community Centre and throughout the surrounding park areas will increase tree canopy coverage for the site, and contribute towards the environmental initiatives of the Town overall.

Client

Town of Oakville

Services

- Landscape Design
- Site Inventory & Analysis
- Site Plan Approval
- Construction Documents
- Construction Administration



TOWNS OF HALTON HILLS – GEORGETOWN FEASIBILITY STUDY – GEORGETOWN MEMORIAL ARENA

Population: 60,000+ | **Budget:** Internal | **Project Date:** 2014 – 2015
(on budget – no variance) *(start – completion)*

As the second oldest continuously operating arena in Ontario, the Georgetown Memorial Arena (1922) had reached the end of its useful life. The Town of Halton Hills was also faced with the need for additional ice pads. Terry facilitated the development of the Halton Hills Arena Task Force comprised of members of council, staff, ice and floor user groups. The Task Force was provided with information on;

- **Operating Costs** comparisons among newer arenas and the Memorial Arena.
- **Operating Revenue** comparisons among newer arenas and the Memorial Arena.
- **A Facility Conditions Analysis** illustrating the magnitude of capital costs required to maintain the Memorial Arena in the near term.
- **A facility tour** showing Task Force Members the mechanical rooms and partial underbelly of the ice pad (which ironically invoked the strongest adverse reaction to condition of the building)
- **A process culminating in the Task Force** making the recommendation to discontinue the operation of the Memorial Arena, which was fundamental for community acceptance given that it was actual ice and floor users making the recommendation.

The second Phase of the demolition process was to consult with the development community on possible mixed use development options for the site. Staff in turn proposed that Council declare the site surplus to the Town’s needs, and that the offer to sell was conditioned on the site being developed for medium to high density housing and main floor retail. The Town received an offer of over \$4 million for the site which was in turn used to offset the cost to build a replacement arena.

Client

Towns of Halton Hills – Georgetown

Contact:



Project Role: MGA was the lead Proponent on all deliverables

Services

Feasibility Study

Team Members

Terry Alyman, Tracey McQueen

Project Comparison

Georgetown Memorial was built 20 years earlier than Goderich Memorial and similarly served the community well for many social functions and sport events over the decades. Similar to Goderich, Georgetown was faced with the future use and the financial viability of the historic building. Georgetown looked at any scenario; alternative uses, partnership, disposal or redevelopment of the property. In the case of the Georgetown Memorial Arena it just made financial sense to dispose of the property.

Grighthouse Arena

Location: Dundas, ON

Type: Addition & Renovation

Status: Completed 2022

Size: 5,880 m²

Client: City of Hamilton

Final Construction Cost: [REDACTED]

Architect of Record: Invizij Architects

Client Reference

[REDACTED]

Grighthouse Arena is the home of the Dundas Blues Minor Hockey Association as well as the 2014 Allan Cup winning Dundas Real McCoys Senior AAA ice hockey team. Originally constructed in 1950, this historic arena is tucked into a residential neighborhood on the edge of downtown Dundas on Market Street and is a hub of activity year round.

This addition & renovation project included a 20,000ft², 2 storey addition with a new, inviting main entrance, a spacious main lobby, concession area, administration offices, 6 new lower-level dressing rooms, washrooms, elevator, walking track, extensive site work and **second floor 7,300 ft² multiuse Community Room** that offers a spectacular view of the ice surface below. The resulting enhancements to the overall spectator & user experience has led to gushing reviews from the community as a whole.

Challenges / Issues: One of the unique challenges this project presented was being located in a critical flood plain under the jurisdiction of the Hamilton Conservation Authority (HCA). The HCA were only beginning to develop construction standards for this area so there were no documented requirements or guidelines. The situation required our office to work directly with the HCA to develop the same, tactfully

pushing for approvals while at the same time juggling an extremely tight deadline for the completion of this project. Our final design successfully integrated passive and active flood control measures mandated by the HCA in an aesthetically successful approach that successfully addressed the Owner's (and other Stakeholder's) desires.





Appendix A

Corporate Profiles

GSP Group leading a stakeholder consultation meeting.



GSP Group is an employee-owned firm providing land use planning, urban design and landscape architecture services to public and private sector development clients in Southwestern Ontario.

From our offices in Kitchener and Hamilton, our staff of 50 professional and support staff offer a fully integrated service providing creative, collaborative, and innovative solutions to address community development needs and challenges.

Our planning practice includes development planners and policy planners who work with municipal clients and clients in the private development sector to foster responsible growth and to shape the land-use fabric of urban and rural communities. Our urban design practice is comprised of urban design specialists with diverse design-based backgrounds, often working as a bridge between our planning and landscape architecture practices, who endeavour to shape attractive and lively physical forms for communities. GSP Group's landscape architects

create meaningful, active, and engaging spatial experiences in parks, plazas, streetscapes, trails, and residential developments. Working with clients, communities, and other consultants, our landscape architects produce exciting, unique, and sustainable design solutions to connect people to the places where they live, work, and play.

Our landscape architects are full members with seal and in good standing with the Ontario Association of Landscape Architects (OALA), and members of the Canadian Society of Landscape Architects (CSLA). Our planners are Registered Professional Planners and Members of the Canadian Institute of Planners. And our technical staff are certified by the Canadian Association of Certified Planning Technicians.

Our Planning Practice

With an overall goal of creating well-designed projects and communities, GSP Group undertakes the full range of planning activities from regional and local municipal growth management strategies and master plans to community level planning, down through neighbourhood level and individual site planning. Our firm provides ongoing planning services as well as official plan and zoning by-law reviews, secondary plans, community improvement plans (CIPs), design guidelines and master plans to our municipal clients.

GSP Group believes shaping great communities requires proactive, flexible and clear municipal land use policy and zoning to support local objectives. We understand the opportunities and constraints that exist in land use planning, and the responsibility of municipalities to balance appropriate design and development standards to support growth, while maintaining and enhancing neighbourhood character, heritage, sustainability, and conservation. We have collaborated on projects throughout Southern Ontario and have consistently based solutions on an understanding of local values.

We offer the following planning services:

- Official Plan & Zoning By-law Reviews
- Community & Secondary Plans
- Municipal Planning Advisory Services
- Community Improvement Plans
- Parks & Recreation Master Plans
- Subdivision & Site Planning

Our Urban Design Practice

Urban design sits at the seam between land use planning, architecture, and landscape architecture with the interest of creating comfortable, vibrant, inclusive, safe, and welcoming spaces. The highest quality urban design is key for building great communities. GSP Group brings experience in a range of projects, from large scale, neighbourhood level master designs through to individual site and street level design plans.

GSP Group blends a robust planning and design practice for development clients as well as extensive experience working on behalf of municipal and public sector clients. We believe shaping great communities requires experience, knowledge and skills to support land use planning

and development, from broad municipal land use policy and zoning to urban design standards and site-level design criteria involving visualization and modeling through to implementation.

We offer the following urban design services:

- Design Studies and Guidelines
- Master Plans
- Urban Design Briefs
- Height and Massing Studies
- Visual Impact Assessments
- Streetscape and Public Realm Plans

Our Landscape Architecture Practice

GSP Group's landscape architects are keenly aware of the elements required to achieve outstanding solutions. By striking the essential balance between form and function, efficiency and pleasure, built and natural environments, our landscape architects see possibilities in landscape management and realize beauty through design to create better spaces. Our team is progressive and practical as they apply the right elements to achieve outstanding solutions in parks, streetscapes, and private spaces. They do this by working closely with clients, communities, and project teams to realize exciting and sustainable designs, from large public spaces to private roof top gardens. The results are valued by our clients and most importantly, enjoyed by communities.

We offer the following professional services in the municipal, residential, commercial, industrial and institutional sectors:

- Parks, Trails and Open Space Planning and Design
- Landscape Design
- Sports and Recreation Site Design
- Vegetation and Tree Management Plans
- Construction Administration
- Streetscape Design

At GSP Group, we believe in professional integrity, collaboration and delivering service excellence. We work hard to understand project needs and community context.

We are shaping great communities.



COMPANY PROFILE



Parks | Recreation | Culture | Tourism



MGA – MCQUEEN GALLOWAY ASSOCIATES

is an established consulting firm with extensive experience in master planning, strategy development, policy, capital planning, robust public consultations, service delivery, and resource assessments for a wide range of public and private clients. Our approach is built on truly understanding our client needs while leveraging relevant and emerging research to optimize results.

OUR HISTORY

Tracey McQueen worked as a principal consultant with F.J. Galloway Associates, a firm founded by Fred Galloway in 1989. When Fred J. Galloway retired in 2019, Tracey assumed leadership forming McQueen Galloway Associates. Built on the 34-year legacy of resources and propriety business approaches, Tracey has created a strong team of associates with diverse and specialized skills. These associates are subject matter experts in distinct areas of project requirements. This model ensures that our clients get the necessary expertise they require. MGA has consulting offices in Burlington, Halton Hills, Guelph, and Toronto.

WHAT WE DO

Parks | Recreation | Culture/Tourism

For most municipalities, parks, recreation and culture master planning can foster healthy communities, promote conservation and environmental stewardship, stimulate economic activity, and provide equity as the Master Plan guides investments and priorities for parks, recreation and cultural services for short and long term. Master Plans are based on quantitative and qualitative evidence with extensive community engagement that looks at demographics, trends, utilization, facility conditions, service delivery, financial realities, organizational structure as well as marketing and communication. MGA Master Plans will develop Strategic Themes and Implementation Schedules with both financial and human resources needed to guide successful implementation.



- Tracey McQueen, **Principal**
- Terry Alyman, **Senior Associate**
- Jennifer Reynolds, **Senior Associate**
- Diane English, **Associate**
- Andy Goldie, **Associate**
- Pamela Reynolds, **Graphic Designer**
- Adam Collis, **I.T**

McQueen Galloway Associates offers individualized planning and management solutions, delivered by highly knowledgeable consultants. Clients of MGA always know that they are getting the benefit of the MGA experience and expertise regardless of the size of the project.



STAKEHOLDERS CONSULTATION

Effective public consultation helps engage citizens and stakeholders, it avoids possible conflicts and helps to set expectations for project results. MGA has developed robust processes for consultation that builds consensus and ensures timely feedback into any planning project. We have a track record of bringing stakeholders together using a range of methods including staff consultations, town hall meetings, online consultations, surveys, formal and informal information gathering, and key informant interviews.



ECONOMIC, TOURISM & SPORT/CULTURAL TOURISM STRATEGIES

MGA has a growing number of projects focused on culture, sport, and tourism. We bring a focus to maximizing current assets and tapping into new markets. We work on individual or collective (Regional) plans or help a municipality understand what they need to build capacity to bid and host larger events and festivals. Much of our work looks at the benefits and structure of the Municipal Accommodation Tax (MAT).



NEEDS ASSESSMENTS & FEASIBILITY STUDIES

MGA provides strategic leadership for your needs assessment or feasibility study. MGA utilizes a wide range of data including market analysis, relevant legislative/regulatory requirements, economic forecasts and more. We give clients the full picture in order to make the right investment at the right time.



STRATEGIC & MASTER PLANNING

MGA provides comprehensive strategic and master planning services to organizations of all sizes. Primarily focused on parks, recreation, culture, and sport. Through our network of associates, MGA can scale up for major projects, making use of additional consultants or partnering with other firms to meet client needs. We ensure clients have the information and tools they need to successfully implement all elements of a strategic or master plan.

“ South Bruce Peninsula retained the services of MGA to undertake a Recreational “Hub” Feasibility Study. This was a complex study...[and] MGA’s comprehensive consultation process...was an integral part of the study’s overall success.”

Bill Jones, CAO,
Town of South Bruce Peninsula



PROJECT SAMPLES

MASTER PLANNING

TOWN OF PARRY SOUND PARKS, RECREATION & CULTURE MASTER PLAN

MGA was retained by the Town of Parry Sound to develop a comprehensive Parks, Recreation, and Culture Master Plan that would inform the provision of services and facilities for the next decade. They required a very robust community engagement strategy to ensure that residents of all ages and abilities had the opportunity to identify key priorities. Like many smaller municipalities, Parry Sound was looking for a master plan that was realistic and could be managed with the context of ever-increasing financial pressures and competing demands on human resources. To ensure the success of the plan, MGA outlined short-, medium-, and long-range priorities, supported by a practical implementation plan.

OTHER MASTER PLANS

- Kincardine
- Brighton
- Wilmot
- Shelburne
- Sarnia
- Northern Bruce Peninsula
- Centre Wellington
- Terrace Bay
- Wellesley
- Malahide
- Minto
- West Lincoln



FEASIBILITY STUDIES

TOWN OF SOUTH BRUCE PENINSULA – FEASIBILITY STUDY & BUSINESS PLAN FOR COMMUNITY HUB

The Town of South Bruce Peninsula contracted MGA to develop a Feasibility Study and associated Business Plan that addressed Parks and Recreation amenities to be included in Phase 2 of their planned Community Hub. Phase 1 was established to house a new Municipal Administration Complex with community rooms for youth and seniors. The feasibility study resulted in the development of a preferred conceptual plan that included a new aquatic facility, double gymnasium, elevated walking track, common areas for events and cultural showcases, and a subsequent outdoor recreation area.

OTHER FEASIBILITY STUDIES

- Kincardine
- Brighton
- Halton Hills
- Explore Waterloo
- Centre Wellington
- Erin



ECONOMIC & TOURISM STRATEGY

TOWN OF COLLINGWOOD TOURISM STRATEGY & ACTION PLAN

The Town of Collingwood's commissioned Fred Galloway and Tracey McQueen to develop a 4-season Tourism Strategy and Action Plan. The final plan resulted in the development of 5 strategic directions, that were underscored by 4 distinct tourism pillars that were unique to Collingwood. A series of strategic actions were identified for each of the 5 strategic directions. It included a detailed implementation plan with details on timelines, accountabilities and costs.

OTHER STRATEGIES

- Credit Valley Conservation Authority
- RT07 MATA South Bruce Peninsula
- Terrace Bay
- Guelph
- Waterloo Explore
- Minto

STRATEGIC PLANS & ECONOMIC DEVELOPMENT

- Minto
- Lincoln
- Wainfleet
- Terrace Bay



FOR MORE PROJECT SAMPLES
VISIT OUR WEBSITE
WWW.MGAGROUP.CA

Invizij Architects

Legal Name: Invizij Architects Incorporated
Address: 185 Young Street, Hamilton ON L8N 1V9
Established: 2012 (as Invizij)
1995 (predecessor firm Garwood Jones + Hanham)
Contact: Partner-in-Charge
[cubitt@invizij.ca]



Invizij Architects Inc. is a full service architectural practice based in Hamilton, Ontario serving clients throughout Southern Ontario.

At Invizij Architects, imaginative design emerges from a grounded, hands-on approach to meeting real-world challenges. We respond to our clients' needs while uplifting buildings beyond the ordinary. We create sustainable buildings and communities that people love.

Invizij was created in 2012 and quickly grew to become a respected, award-winning firm. We aim not only to take care of our clients' needs, but accept the growing responsibility we have as designers to help create sustainable communities where everyone can flourish. Our office is located in downtown Hamilton and we currently have the resources of twenty professionals, including three

registered Architects and six LEED Accredited Professionals. The firm is led by principals Emma Cubitt and Bob Prince.

We have experience working with a variety of stakeholders, including various non-profit housing providers.

Since its inception, Invizij has established a reputation in design excellence and client services. We are skilled at working with multiple stakeholders and converting complex functional programs into efficient architectural solutions. We pay attention to our client's immediate needs while ensuring future aspirations are also addressed. Our goal is not to build monuments to architecture, but elegant and functional buildings which stand the test of time.

FIRM PROFILE | AWARDS

Ancaster Memorial Arts Centre | Institutional (Civic)

- 2023 Hamilton Urban Design and Architecture (HUDA) Award of Merit: Civic Achievement

Kirkendall Coach House | Single Family Residential

- 2023 Hamilton Urban Design and Architecture (HUDA) Award of Merit: Private Building - Residential

The Oaks | Multi-Unit Residential

- 2023 Hamilton Municipal Heritage Committee, Heritage Property Developer Recognition Award
- 2023 Hamilton Urban Design and Architecture (HUDA) Award of Excellence: Private Building / Mixed-Use

Dogwood Suites | Multi-Unit Residential

- 2023 Norfolk County Community Development Awards, Outstanding Community Design of Excellence

Riversyde 83 Community Hub & Cafe | Commercial (Cafe & Kitchens)

- 2023 Norfolk County Community Development Awards, Best New Build or Renovation (over \$300,000)

McQuesten Lofts | Multi-Unit Residential + Institutional (Library)

- 2021 Passive House Institute US (PHIUS) Best Overall Project (Co-Winner)
- 2021 PHIUS Affordable Category (Winner)
- 2021 PHIUS Multi-Family Category (Honorable Mention)

North End Landing + James North Baptist Church | Multi-Unit Residential + Institutional (Church)

- 2021 Sustainable Architecture and Building Magazine (SAB Magazine) Canadian Green Building Award: Mixed-Use

Parkdale Landing | Multi-Unit Residential + Commercial (Office/Retail)

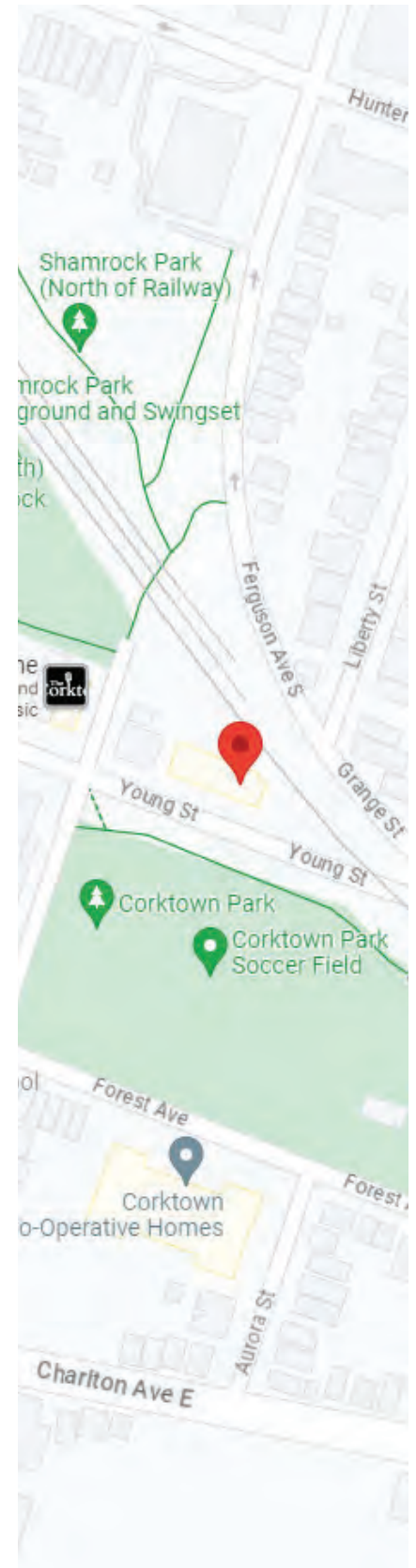
- 2019 Canadian Green Building Council (CaGBC) National Green Building Excellence Award: Inspiring Home
- 2018 CaGBC Greater Toronto Chapter / Ontario Green Building Excellence Award: Inspiring Home
- 2018 Hamilton Burlington Society of Architects (HBSA) Award of Merit for Mixed Use / Commercial Renovation

Binbrook Library | Institutional (Library)

- 2019 Ontario Library Association (OLA) New Library Building Award
- 2018 HBSA Award of Excellence for New Institutional Building

Harvey Woods Lofts | Multi-Unit Residential

- 2018 SAB Magazine Canadian Green Building Award: Existing



FIRM PROFILE | QUALIFICATIONS

Certifications / Memberships

Invizij is qualified to offer architectural services under the Ontario Association of Architects (OAA) Certificate of Practice No. 4892. The firm, its principals and its employees also hold certifications / memberships with the following organizations:

- Royal Architectural Institute of Canada (RAIC)
- Ontario Association of Architects (OAA)
- Ontario Association of Certified Engineering Technologists & Technicians (OACETT)
- Ontario Association for Applied Architectural Sciences (OAAAS)
- U.S. Green Building Council
- Passive House Canada



FIRM PROFILE | STAFF & SERVICES

Staff

PRINCIPALS

Emma Cubitt M.Arch., OAA, MRAIC, LEED AP

Bob Prince A.Sc.T., Lic. Arch. Tech. OAA, LEED AP BD+C

SENIOR PROFESSIONALS

Natalia Bugaisen M.Arch., B.Arch, OAA

Danielle Gignac M.Arch., B.A.S., OAA, CPHD

Holland Young M.Arch., B.A.S., LEED AP

Ted Boruta A.Sc.T.

Michelle England Office Administrator

INTERMEDIATE PROFESSIONALS

Juan Soares M.Arch., CPHD, LEED Green Associate

Meaghan Burke M.Arch., B.A.S. LEED AP

Mark Shin M.U.P., B.Arch., KIRA

Kasia Wright B.A.S.

Bryce Stonehouse Dipl.T. (Arch.)

Camilo Avendano Dipl.T. (Arch.)

Dustin Quade Dipl.T. (Arch.)

Kyle Benassi



Areas of Expertise

- Architectural Design
- Project Management
- Development Approvals
- Construction Documents & Specifications
- Construction Procurement
- Construction Administration
- Interior Design
- Building Assessment / Facility Audits
- Functional Programming
- Feasibility Studies
- Master Planning
- Passive House Design
- LEED Facilitation
- Heritage Redevelopment
- Digital Modeling / Rendering



Appendix B

Curricula Vitae

*GSP Group provided landscape architecture services
for the Oakville Arena and Trafalgar Park Revitalization*



Evelyn Thomas B.Arch, M.U.D.
Senior Urban Designer
 Project Role: Project Manager

Evelyn is an Architect and Urban Designer with over 13 years of experience spanning North America and Asia and she brings an international perspective to her work. Evelyn is motivated by the intersection of urban planning and design, with a focused interest in how municipal policies take physical shape. She has worked on a range of projects including community visioning, master planning, mixed-use communities, transit-oriented development, streetscapes, parks and open spaces, and planning studies for a wide array of public and private sector clients.

With a background in architecture and a specialization in urban design, Evelyn combines creativity and technical expertise to develop innovative design strategies. She is skilled in preparing Urban Design Reports, Guidelines, and Planning Justification Reports, conducting peer reviews for municipalities as an Urban Design Peer Review Panelist, and facilitating community engagement sessions with diverse stakeholders. Evelyn has also contributed to Ontario Land Tribunal (OLT) mediation processes, preparing witness statements that led to successful settlement hearings.

Years of Experience 13

Areas of Practice

- Urban Design
- Master Plans
- Community Plans
- Site Planning

Education

New York Institute of Technology
 Master in Urban and Regional Design, 2015

Manipal Institute of Technology
 Bachelor of Architecture, 2012

Credentials

Pre-candidate of the Ontario Professional Planners Institute
 Licensed Architect, Council of Architecture, India

Professional Experience

GSP Group, Kitchener
 2021 - Present

Project Coordinator
 2018 - 2020 NAK Design Strategies, Toronto

Urban Designer
 2016 - 2018 rePLACE Urban Studio, New York

Urban Designer & GIS Specialist
 2016 - 2017 Karp Strategies, New York

Urban Design Intern
 2015 - 2016 NYC Dept of Planning, New York

Junior Architect
 2012 - 2013 Kabir Hira Architect, India

Representative Project Experience

<p>Urban Design and Concept Development Plan (Residential & Mixed Use)</p>	<p>Smithville Master Community Plan (West Lincoln) Fergus Golf Club Redevelopment (Township of Centre Wellington) Triovest Northfield Weber (Waterloo) 21 Mill Street (Tottenham) Barrhaven Town Centre Concept Plan Development Study (Ottawa)* Kanata North Community Development Plan (Ottawa)* Meridian Park 3D Visioning (Orlando)* Woodbine Racetrack Development Master Planning (Toronto)*</p>
<p>Industrial</p>	<p>Strasburg Tech Business Park (Kitchener)</p>
<p>Institutional</p>	<p>New York Presbyterian Hospital Development Study (Manhattan)*</p>
<p>Public Open Space</p>	<p>Lowline Community Engagement (Manhattan)*</p>
<p>Street Frontage Enhancement</p>	<p>Downtown Brantford Streetscape Study (Brantford) Water Street Privately Owned Public Space (POPs) Study (Manhattan)*</p>
<p>Intensification & Land Development Approvals</p>	<p>Wallaceton Mixed Use Development – Block 1, Stage 7 (Kitchener) 4220 King Street East & 25 Sportsworld Crossing Road (Kitchener) Momentum Development, 20 Queen St N (Kitchener) Barrel Yards Development (Waterloo) 65 Northfield Drive, Kraus Redevelopment (Waterloo) Killam Apartment REIT-Westmount & Erb (Waterloo) 58 Wellington Street (Guelph) 785 Gordon Street (Guelph) 716 Gordon Street – Post Secondary Residence (Guelph) Fusion Homes-Metalworks, Phase 4 (Guelph) 374 MacAlister Boulevard (Guelph) Preston Springs Hotel Redevelopment (Cambridge) 555 Steeles Avenue, Coptic Orthodox Church (Milton) St. Elizabeth Mills Village, Block 4 (Hamilton) 570 Upper Ottawa Road (Hamilton) 3195 East Bayshore Road (Owen Sound) 1555 18th Avenue East (Owen Sound) Artisan Ridge Phase 3B (Thorold) Fuller Street and Boucher Street East (Meadford)</p>
<p>Heritage Guidelines</p>	<p>Bayfield Heritage Conservation District Plan - Community Engagement and Guidelines</p>
<p>Affordable Housing</p>	<p>Habitat for Humanity Waterloo Region's BUILD NOW: Waterloo initiative to create 1,010 affordable homes</p>
<p>Sustainability Statement</p>	<p>1250 Fischer Hallman Road (Kitchener) 50 Otterbein Road (Kitchener) 448 Dundee Road (Kitchener) Habitat for Humanity BUILD NOW: Affordable Housing Project (Waterloo)</p>
<p>OLT Mediation and Settlement</p>	<p>785 Gordon Street - Conducted mediation, prepared witness statements, and achieved a successful resolution, avoiding a formal OLT hearing.</p>
<p>Urban Design Peer Review</p>	<p>150-160 King Street (Thornbury) 496857 Grey Road 2 (Town of the Blue Mountains)</p>



Steve Wever MCIP, RPP
President
 Project Role: Project Advisor

Steve joined the firm in 2008 and has over 24 years of experience in consulting and municipal planning. He has broad expertise in a range of public and private sector projects and works collaboratively among multi-disciplinary consulting teams, municipal departmental staff, agencies, and stakeholders. His areas of focus include the comprehensive review and updating of land use planning policies and zoning by-laws, community/secondary planning, the review and processing of development applications, and parks and recreation master planning.

He has prepared numerous parks and recreation master plans, official plans, secondary plans and facility studies. Some of his recreation planning assignments include master planning lead for a parks and open space study in Sarnia, Brantford Parks and Recreation Master Plan, Bracebridge Parks, Trails and Recreation Master Plan, Brant County Recreation Master Plan, Strathroy-Caradoc Parks and Recreation Master Plan, Orangeville Parks Master Plan, Fort Erie Parks and Open Space Master Plan, Wainfleet Township Recreation Master Plan, and Shelburne Parks Master Plan.

Education

University of Waterloo
 Bachelor of Environmental Studies, Honours Urban and Regional Planning (Co-operative Program), 2001

Credentials

Full Member of the Canadian Institute of Planners
 Full Member of the Ontario Professional Planners Institute
 Registered Professional Planner (Ontario)

Professional Experience

GSP Group, Kitchener
 2008 - Present
Planner
 2001 - 2008 Monteith Brown Planning Consultants
Planning Technician
 2001 Township of Middlesex Centre

Years of Experience 24

Areas of Practice

- Municipal Planning Advisory Services
- Official Plans
- Secondary Plans
- Zoning By-laws
- Master Plans
- Facility Studies
- Development Approvals
- Subdivision Plans
- Site Planning
- Project Management
- Public Consultation
- Speaking Engagements
- Expert Testimony

Award

Township of Clearview Official Plan
 Vision Award of Merit, OPPI PlanON
 Awards 2024

Representative Project Experience

Parks, Recreation and Facility Planning

Parks, Recreation and Culture Master Plan (Sarnia)
 Parks Strategic Plan (Kitchener)
 Parks Master Plan and Greenwood Park Soccer Facility (Shelburne)
 Summerhill Neighbourhood Park (Shelburne)
 Recreation Master Plan (Brant County)
 Parks & Open Space Master Plan (Fort Erie)
 Recreation, Parks and Trails Master Plan (Brantford)
 Parks, Recreation and Trails Master Plan (Bracebridge)
 Parks Master Plan (Orangeville)
 Parks and Recreation Master Plan (Strathroy-Caradoc)
 Parks Policy Plan (St. Catharines)
 Parks and Recreation Master Plan (Wainfleet)
 Parks and Trails Master Plan (Saugeen Shores)
 Rationalization Study for Multi-Use Indoor Recreation Facilities (Brantford)
 Public-Use Facilities Study (Hamilton)
 Master Plan for Parks, Recreation, Culture and Libraries (Vaughan)
 Community Facility Needs Assessment (Blandford-Blenheim)

Official Plans, Secondary Plans and Zoning By-laws

Official Plan (Wasaga Beach)
 Official Plan and Zoning By-law (Tay)
 Official Plan (Shelburne)
 South-East Woodstock Secondary Plan (Woodstock)
 Smithville Master Community Plan (West Lincoln)
 Community Growth Plan (Wellington North)
 Shelburne West Secondary Plan (Shelburne)
 Comprehensive Zoning By-law (West Lincoln)
 Housing Strategy (Wasaga Beach)
 Comprehensive Official Plan Review (Middlesex Centre)
 Komoka-Kilworth Secondary Plan (Middlesex Centre)
 Industrial Land Strategy (Port Colborne)
 Horticultural Trades Land Use Study (Halton Region)
 Comprehensive Zoning By-law (Niagara Falls)
 Official Plan and Zoning By-law (Amherstburg)

Specialty Studies, Land Development and Design Projects

Housing Strategy (Wasaga Beach)
 Industrial Land Strategy (Port Colborne)
 Horticultural Trades Land Use Study (Halton Region)
 Valley View St. Jacobs, Residential Subdivision (Woolwich)
 Premier Equipment Ltd., Planning Approvals (Woolwich)
 AMI Attachments, Planning Approvals, Industrial Site Plan (Wellesley)
 Leis Pet Distributing, Wellesley Vet Clinic, Planning Approvals (Wellesley)
 Fieldgate Commercial, Commercial / Retail Development (Kitchener)
 Ivanhoe Cambridge, Retail Development / Mall Expansion (Brantford)
 Smart Centres, Bunting / Welland Mixed Use Secondary Plan (St. Catharines)
 Waterfront / Marine Use Strategy Study (Toronto)
 Rail Lands / Downtown Revitalization Study (St. Thomas)



Mark Zuzinjak OALA, CSLA
Vice President, Landscape Architecture
 Project Role: Charrette Lead

Mark has expertise leading landscape architecture services for many park, open space and public realm projects with a focus on accessibility, safety and sustainability. He is involved with a variety of tasks including existing conditions analysis, concept development, detailed design, preparing cost estimates for the purpose of municipal planning, and construction administration. Mark also oversees for the preparation of construction drawings and graphics to effectively communicate the design intent.

Mark was involved with the plan review for the South End Community Centre splash pad in Guelph and led sustainable landscape design as part of an Integrated Project Delivery team for the Oakville Arena & Trafalgar Park revitalization. He further assisted with project management and developed demonstration concepts for public consultations during preparation of a master plan, implementation strategy and phasing plan for McLennan Park in Kitchener. And as project designer, Mark was responsible for the concept designs and multi-jurisdictional approval for Waterloo Public Square.

Project Experience

Community Centres

- Oakville Arena and Trafalgar Park Revitalization (Oakville)
- North Park Community Centre, Oakville (Oakville)
- South End Community Centre Splash Pad (Guelph)
- Activa Sportsplex (Kitchener)

Parks and Public Realms

- Goderich Square - Rebuilding Downtown Infrastructure (Goderich)
- Belmont Streetscape - Temporary Enhancement Initiatives (Kitchener)
- Kitchener City Hall Outdoor Spaces Reconstruction - Project Management
- Waterloo Public Square Design & Implementation (Waterloo)
- Stratford Market Square Redevelopment
- Queen Street Placemaking Detailed Design and Implementation (Kitchener)
- Cenotaph Green Design and Implementation (Kitchener)
- New Amherst Subdivision - Streetscape and Open Spaces (Cobourg)

Campus and Open Space Circulation

- McMaster Innovation Park Campus Master Plan Update (Hamilton)
- University of Guelph Bedrock Aquifer Facility (Guelph)
- Western University - Outdoor Campus Space Guidelines (London)
- Conestoga College Cambridge Campus Master Plan and Phase 1
- Conestoga College Doon Campus (Kitchener)
- St. Jerome's University Expansion (Waterloo)
- University of Waterloo Arts Quad Detailed Design and Implementation
- University of Waterloo South Common Master Plan, Phase 1 and 2

Years of Practice 22

Areas of Practice

- Master Planning
- Digital Modeling
- Tree Management Plan
- Construction Administration
- Streetscape Design
- Urban Design
- Parks and Open Space Design

Credentials

- Full Member, Ontario Association of Landscape Architect
- Full Member, Canadian Society of Landscape Architects

Education

- University of Guelph
- Bachelor of Landscape Architecture, 2003

Professional Experience

- GSP Group, Kitchener
- 2005 - Present
- Sessional Instructor
- 2011 - Present University of Guelph
- Landscape Construction Foreperson
- 2003 - 2004 Gateman-Milloy Inc., Kitchener
- Landscape Designer
- 2002 City of Mississauga (Intern)

Awards

Queen Street Placemaking

Urban Design Excellence
Award - Civic, Kitchener's Great
Places Awards 2023

Queen Street Placemaking & Cenotaph Green

Silver Award, Landscape
Architecture – Public Space, Bronze
Award, Urban Design – Civic Design
Project, Kitchener's Great Places
Awards 2022

Streetscapes

Downtown Brantford Streetscape & EA Study (Brantford)
Father David Bauer Drive (Waterloo)
New Amherst Subdivision (Cobourg)
Downtown Cobourg Revitalization Study (Cobourg)
Downtown Thorold Streetscape Master Plan (Thorold)
Hagersville and Jarvis Streetscape Plans (Haldimand County)
Downtown Grimsby Master Plan (Grimsby)
Downtown Port Colborne Urban Design Strategy (Port Colborne)

Urban Design Studies and Guidelines

Barton-Tiffany Urban Design Study (Hamilton)
One Victoria Urban Design Report (Kitchener)
Multi-Modal Transit Hub Urban Design Brief (Kitchener)
University of Waterloo Northwest Campus Design Guidelines (Waterloo)
Royal Connaught Urban Design and Visual Impact Study (Hamilton)
Beamsville Commercial Façade Design Guidelines (Lincoln)

Master Plans / Community Improvement Plans

Beamsville Community Improvement Plan (Lincoln)
Downtown Grimsby Community Improvement Plan (Grimsby)
Vineland Community Improvement Plan (Lincoln)
Port Colborne Community Improvement Plan (Port Colborne)
Planning, Design, and Sustainability Strategy (The Blue Mountains)

Residential and Mixed-Use Approvals

Charlie West Condominiums (Kitchener)
Victoria Common Multi-Residential Development (Kitchener)
Briardean Community Master Plan (Cambridge)
Wallaceton Community, Mixed-Use Neighbourhood (Kitchener)
Hunt Club Estates, Mixed-Use Neighbourhood (Cambridge)
One Victoria, Multi-Residential Development (Kitchener)
Williamsburg South, Residential Neighbourhood (Kitchener)
Garment Street Condominiums (Kitchener)
Brewery Street Townhomes (Cambridge)



Michelle Nichol CPT

Design Manager

Project Role: Mapping & Design

Michelle supports planning projects by providing concepts and graphics for development approvals and planning policies, which assist clients with exploring the possibilities of land use. With her broad range of experience, Michelle prepares draft plans of subdivision and condominiums, site plans, renderings and development concepts for landowners, developers and commercial real estate firms.

Michelle's interest in design was kindled during her studies at Wilfrid Laurier University, with courses such as urban geography, which led to further studies in GIS and Urban Planning at Fanshawe College. Inspired by how communities evolve, Michelle is dedicated to creating impactful and sustainable design solutions that help shape communities and improve quality of life.

Years of Experience 9

Areas of Practice

GIS Mapping
3D Modeling and Visualization
Development Concepts
Shadow Analysis & Visual
Impact Analysis
Site Planning

Award

Canadian Association of Certified
Planning Technicians Award
of Excellence for student designs
at Fanshawe College, 2016

Education

Fanshawe College of Applied Arts and Technology
Geographic Information Systems & Urban Planning, 2016

Wilfrid Laurier University
Bachelor of Arts, 2013

Credentials

Full Member, Canadian Association of Certified Planning Technicians

Professional Experience

GSP Group, Kitchener
2016 – Present

Representative Project Experience

GIS Mapping and Analysis

Southeast Woodstock Secondary Plan (Woodstock)
 Smithville Boundary Expansion Master Plan (West Lincoln)
 Official Plan and Zoning By-law (Township of Tay)
 Official Plan and Zoning By-law (Adelaide Metcalfe)
 Zoning By-law Review (West Lincoln)
 Parks and Recreation Master Plan (Brant County)
 Parks and Recreation Master Plan (Brantford)
 Parks and Open Space Master Plan (Fort Erie)
 Cemetery Strategic Plan Update - Mapping and Rendering (Oakville)

3D Modeling & Visualization

The Metz Schneiders Site Redevelopment (Kitchener)
 Multi-Modal Transit Hub Overpass (Kitchener)
 City Square Visualization (Kitchener)
 St. Mary's Cemetery Cremation Garden (Calgary)
 Grand Ridge Estates, Site Plan (Cambridge)

Conceptual Design

Parkwood Seniors Community Master Plan (Waterloo)
 Waterloo Region Housing Master Plan (Waterloo)
 Strasburg Business Park (Kitchener)
 Karn Road Draft Plan of Subdivision (Woodstock)
 Deerpath Townhouse Development (Guelph)
 Erbsville Court Draft plan of Subdivision and Site Plan (Waterloo)
 Parks and Open Space Master Plan (Fort Erie)
 Downtown Burlington Streetscape Guidelines (Burlington)
 City Square Visualization (Kitchener)
 Multi-Modal Transit Hub Overpass (Kitchener)
 Homer Watson Commercial Site Concept (Kitchener)
 Cedar Street Draft Plan of Condo (Paris)



Michelle prepared GIS Mapping and Analysis for the Southeast Woodstock Secondary Plan.



Michelle prepared GIS Mapping and Analysis for the Smithville Boundary Expansion Master Plan.



TRACEY M^cQUEEN

PRINCIPAL

MGA – M^cQueen Galloway Associates

EDUCATION

- B.A. RECREATION AND LEISURE ADMINISTRATIVE MANAGEMENT, Brock University
- BUSINESS ADMINISTRATION, Communication Studies
- NATIONAL COACHING CERTIFICATION PROGRAM, Coaching Accreditation – Level 4
- OTHER PROFESSIONAL DEVELOPMENT, CERTIFICATIONS & DESIGNATIONS
 - IAP training
 - DeGroote Supervisory Training
 - ICA project and engagement
 - Effective Leadership
 - Executive training
 - Focus Group Facilitation
 - Creative Media Relations
 - Crisis Communications

OUR CORE BUSINESS

- RECREATION, PARKS, AND CULTURE MASTER PLANS
- TOURISM & EVENT STRATEGIES
- STRATEGIC PLANS
- FEASIBILITY STUDIES & BUSINESS PLANS
- OPERATIONAL REVIEWS
- MARKETING PLANS



905.749.2152

tracey@mgagroup.ca

/McQueenGalloway

www.mgagroup.ca

PROFILE

Tracey is a seasoned consultant with more than 20 years experience working with communities of all sizes. Tracey began her career working in marketing and communication with YMCAs, before joining the City of Burlington where she quickly established herself as a strategic leader. In 2014, Tracey joined her previous City Manager, Tim Dobbie and then moved on to join FJ Galloway Associates, a consulting firm specializing in Parks and Recreation initiatives. After the retirement of Fred, Tracey, launched her own consulting firm, MGA McQueen Galloway Associates.

MGA has an extensive background in public consultation processes and analysis, policy and strategy development, financial and staff resources assessments, capital costing estimates, partnerships and new service delivery models and related areas. MGA specializes providing custom solutions for all types of recreation, parks and sport projects.

AREAS OF PRACTICE

- + Master Planning
- + Public Engagement
- + Project Management
- + Feasibility Studies
- + Strategic Planning and Facilitation
- + Community Development & Marketing

RELEVANT PROFESSIONAL EXPERIENCE

MASTER/STRATEGIC PLANNING

- Parry Sound
- Shelburne
- Brighton
- North Bruce Peninsula
- Malahide
- Kincardine
- Wellesley
- Minto
- Terrace Bay
- Wilmot
- West Lincoln
- Centre Wellington

FEASIBILITY

- Waterloo Explore
- Erin
- South Bruce Peninsula
- Kincardine
- Converting arenas to multi-sport spaces
- Minto
- Brighton

TOURISM, CULTURE, ECONOMIC DEVELOPMENT STRATEGIES

- Guelph
- Minto
- RT07 South Bruce Peninsula
- Terrace Bay
- Parry Sound

F.J. GALLOWAY ASSOCIATES

- Sarnia
- LaSalle
- Credit Valley Conservation Authority
- Collingwood
- Lower Thames Valley Conservation Authority
- Wellesley
- County of Bruce
- Wainfleet

TIM L. DOBBIE CONSULTING

- Organization/Service Reviews
 - + Burlington
 - + Royal Botanical Gardens
 - + Blue Mountains
 - + Bruce County
- Strategic Plans
 - + Milton
 - + St. Catherines
 - + Lincoln
 - + Elliot Lake
 - + Wainfleet

MUNICIPAL

- +10 years City of Burlington, Parks and Recreation Dept.
- Progressive senior leadership roles
- Developed numerous space allocation, user fees, gender equity, standards of play, joint ventures, communication, special event policies and protocols for the Municipality



TERRY ALYMAN

SENIOR ASSOCIATE

MGA – McQueen Galloway
Associates

EDUCATION

- PUBLIC ADMINISTRATION DIPLOMA,
Western University
- PERFORMANCE INDICATORS IN GOVERNMENT,
Schulich School of Business, York University
- B. COMM. HONS.,
McMaster University
- RECREATION AND LEISURE STUDIES. HONS.,
Mohawk College of Applied Arts & Technology,
- OTHER PROFESSIONAL DEVELOPMENT, CERTIFICATIONS & DESIGNATIONS
 - RDMR(F) - Fellowship – Professional designation granted by the Society of Directors of Municipal Recreation of Ontario for exceptional leadership
 - Past President, Parks and Recreation Ontario

PROFILE

Terry has enjoyed 37 years of leadership in municipal administration, academia, and non-for-profit organizations. He is experienced with both large and small municipalities having served in a senior leadership capacity in the Cities of Hamilton and Burlington, Towns of Halton Hills and Georgina.

Early in his career Terry was an instructor at Mohawk College and guest lecturer at Conestoga College, Brock University, University of Waterloo, and the University of Guelph.

Terry obtained his "Fellowship" designation from Parks and Recreation Ontario for completing the inaugural Strategic Plan for the Municipal Administration Branch.

AREAS OF PRACTICE

- + Strategic & Master Planning
- + Policy Development & Implementation
- + Capital Project Studies & Planning
- + Facility Construction & Operations
- + Asset Management
- + Property Acquisition/Disposition
- + Executive Coaching
- + Service Delivery Review
- + Corporate Sponsorship
- + Strategic Leadership

RELEVANT PROFESSIONAL EXPERIENCE

MASTER PARKS AND RECREATION PLANNING

- Parry Sound
- Brighton
- Northern Bruce Peninsula
- Shelburne
- Malahide

CAPITAL PROJECT PLANNING

- Town of Georgina – Multi-Use Recreation Centre & Civic Centre
- Town of Halton Hills
 - + Trafalgar Sports Park
 - + Hungry Hollow Management Plan
 - + MoldMasters Quad Pad
 - + Acton Arena Twinning
 - + Acton Indoor Soccer Facility
 - + Three Musketeers Skate Park Re-development
- City of Burlington
 - + Indoor Aquatic Facilities Revitalization Plan,
 - + Indoor Soccer Facility,
 - + Tansley Woods Community Centre,
 - + Spencer Street Park Revitalization

FEASIBILITY STUDIES & BUSINESS PLANS

- South Bruce Peninsula – Community Hub Feasibility Study
- South Bruce Peninsula – Recreation Hub Business Plan
- Northern Bruce Peninsula – Lions Head Waterfront Revitalization Plan
- Town of Erin – Multi-Use Recreation Facility Feasibility Study
- Halton Hills – Arena Development & Decommissioning Business Plan

TOURISM STUDIES

- City of Sarnia – Parks and Recreation Master Plan
- Town of LaSalle – Strategic Plan for Vollmer Sportsplex
- Credit Valley Cons. Authority – Recreation and Tourism Plan
- Town of Collingwood – Tourism Strategy and Action Plan
- Lower Thames Valley Cons. Authority – Feasibility Study

MUNICIPAL LEADERSHIP

- Town of East Gwillimbury – Service Delivery Review (2018 & 2023)
- Town of Georgina – Director of Recreation & Parks Transitioning
- Parks & Recreation Ontario – High Five Accreditation Review
- Town of Grimsby – Infrastructure Grant Preparation
- Town of Halton Hills
 - + Commissioner of Community & Corporate Services (Retired)
 - + Director of Recreation & Parks
- City of Hamilton
 - + Director of Recreation & Culture (Acting)
 - + Manager of Strategic Planning & Community Development

PRINCIPAL - INVIZIJ ARCHITECTS

CV Bob Prince

A.Sc.T., Lic. Arch. Tech. OAA, LEED AP BD+C



Bob is a Principal of Invizij and specializes in Athletics and Recreational Facilities Design and Construction Administration. A Registered Architectural Technologist with the OAA and a LEED®AP, Bob has over 30 years of architectural experience using many different Project Delivery approaches. His attention to detail has resulted in numerous successful projects completed to the satisfaction of our clients and his background as a player, coach and fan of various arena sports is a vital asset in our design of recreational facilities. As a certified Provincial Adjudicator with the Ontario Dispute Adjudication for Construction Contracts (ODACC), Bob has gained a deep understanding of various contracts that provides an added dimension to our current client services and can also provide Adjudication services to parties looking for the same. Bob's passion for architecture is matched only by his love of do-it-yourself renovation work as well as anything related to fitness and sports science, but we just love to tease him about his guitar playing rock band years!

Professional Association

Ontario Association of Certified Engineering Technologists & Technicians (OACETT)

Ontario Association for Applied Architectural Sciences (OAAAS)

LEED Associated Professional for Building Design & Construction

Professional Experience

Principal | Invizij Architects Inc | 2019 - Present

Associate | Invizij Architects Inc | 2015 - 2019

Project Manager | Invizij Architects Inc | 2012- 2014

Associate | Garwood-Jones & Hanham Architects | 1998- 2011

SELECTED PROJECT EXPERIENCE

Athletics & Recreation

New Hamburg Arena Reconstruction - New Hamburg, ON | Addition & Renovation

South Huron Recreation Centre - Exeter, ON | Renovation & Upgrades

Grightmire Arena - Dundas, ON | Addition & Renovation

Grightmire Arena - Dundas, ON | Hockeyville Legacy Foundation

YMCA: Burlington Recreation Centre - Burlington, ON | Addition & Renovation

YMCA: Burlington Recreation Centre - Burlington, ON | CDLC Entrance

YMCA: Flamborough Recreation Centre - Flamborough, ON | Addition & Renovation

YMCA: Niagara West Recreation Centre - Grimsby, ON | Addition & Renovation

YMCA: Hamilton South Mountain Recreation Centre & Library - Hamilton, ON | Addition & Renovation

YMCA: John M. Harper Branch Library & Stork Family - Waterloo, ON | New Build

YMCA: Stork Family - Waterloo, ON | Addition, Feasibility Study

YMCA: Library - Waterloo, ON | Basement Door

YMCA: Hamilton Downtown - Hamilton, ON | Universal Changeroom

McMaster University: David Braley Athletics & Recreation Centre - Hamilton, ON | New Build

Burford Arena & Community Centre - Burford, ON | Renovation

Haldimand County: Cayuga Arena & Community Centre - Cayuga, ON | New Build

Haldimand County: Cayuga Arena & Community Centre - Cayuga, ON | Swimming Pool Addition Feasibility Study

Haldimand County: Dunnville Arena & Community Centre - Dunnville, ON | New Build

Haldimand County: Hagersville Arena - Hagersville, ON | Addition & Renovation

Pyramid Arena & Community Centre - St. Marys, ON | Addition

Chedoke Multi-Use Facility - Hamilton, ON | Renovation

Exeter Outdoor Pool & Pavilion - Exeter, ON | Renovations

PRINCIPAL - INVIZIJ ARCHITECTS

CV Bob Prince

A.Sc.T., Lic. Arch. Tech. OAA, LEED AP BD+C

South Dumfries Arena & Community Centre - South Dumfries, ON |
Renovation
Merritton Centennial Arena - St. Catherines, ON | Renovation & Upgrades
Stellar Icehouse - Ottawa, ON | Feasibility Study
Wellesley Park Arena - Wellesley, ON | Preliminary Design
Cayuga Arena Administration Building Addition - Cayuga, ON |
Feasibility Study
Waterdown Rink - Hamilton, ON | New Build
Waterdown Skating Path - Hamilton, ON | Addition & Renovation
City of Hamilton: Electrified Golf-Cart Storage - Hamilton, ON |
Feasibility Study

Civic & Institutional

Hamilton City Hall - Hamilton, ON | Renovations
Ontario Provincial Administration Offices and Courtrooms - Hamilton,
ON | Renovation
Hamilton Emergency Services: Fire Station 9 - Hamilton, ON
Hamilton Emergency Services: Station 27 - Hamilton, ON | Renovations
Hamilton Fire & EMS: Station No. 1 - Hamilton, ON
Cayuga Emergency Services Building - Cayuga, ON
Canfield Fire Department - Canfield, ON
Hamilton Convention Centre - Hamilton, ON | Exterior Door
Assessments
Cayuga Kinsmen Hall - Cayuga, ON | Fire Protection Upgrades
EMS Station 32 - Hamilton, ON | Feasibility Study
Copp's Coliseum - Hamilton, ON | Washroom Renovations
City of Hamilton: Pedestrian Bridge - Hamilton, ON | Assessment
City of Hamilton: Roster Dundas Senior Centre - Dundas, ON | Ramp
Addition
City of Hamilton: Ancaster Arts Mediation - Ancaster, ON
Ingenia Polymers Innovation Centre - Brantford, ON
Ancaster Arts & Cultural Centre - Ancaster, ON | Parking Lot Feasibility
Study
Ancaster Arts & Cultural Centre - Ancaster, ON | Steelcore As-Built
Chaleur Regional Civic Centre - Bathurst, N.B. (3,000 seat twin pad) *

Commercial

Haldimand County Hydro: Second Floor Office Area - Cayuga, ON |
Renovations
Hamilton Parking Authority Office - Hamilton, ON | Renovation
Jungbunzlauer Office - Port Colborne, ON | Addition & Renovation
Advanced Automotive Car Dealership - Hamilton, ON

Education

Dundas Valley School of Art - Dundas, ON | Renovation
Ancaster Memorial Arts Centre - Ancaster, ON | Feasibility Study
HWDSB: A.M. Cunningham Elementary School - Hamilton, ON |
Renovations & Gym Expansion
Millgrove School - Millgrove, ON | Gym Expansion and Various
Renovations
W. H. Ballard Elementary School - Hamilton, ON | Gym Expansion &

ARCHITECTURAL DESIGNER - INVIZIJ ARCHITECTS

CV Kyle Benassi



Kyle Benassi is an architectural designer who joined the team at Invizij in January of 2021. Working at both large and small firms located in Hamilton and Toronto has afforded Kyle experience with many different project types and scales: from a small infill retail project in an underutilized urban site, a mid-sized reinvention of the observation level of the iconic CN Tower, and a large regional courthouse in Halton. Throughout all projects, he focuses on user experience within the built and natural environments, designing in response to the individuals who will utilize the space.

Professional Experience

Intermediate Architectural Designer | Invizij Architects | 2021 - Present
Architectural Designer | Cumulus Architects Inc. | 2017 - 2020
Architectural Designer | IBI Group Inc. | 2016
Architectural Designer | Cynthia Zahoruk Architect Inc. | 2015
Architectural Designer | mcCallumSather Architects Inc. | 2011 - 2014

SELECTED PROJECT EXPERIENCE

Athletics & Recreation

New Hamburg Arena Reconstruction - New Hamburg, ON | Addition & Renovation
South Huron Recreation Centre - Exeter, ON | Renovation & Upgrades
Haldimand County: Dunnville Arena & Community Centre - Dunnville, ON | New Build
Wasaga Beach Arena - Toronto, ON | Feasibility Study*
Spring Valley Arena - Ancaster, ON | Addition & Renovation *
Ancaster Tennis and Lawn Bowling - Ancaster, ON | New Build *
Green Acres Pool - Stoney Creek, ON | New Build *

Multi - Unit Residential & Mixed Use

Elmvale Active Seniors Residence - Elmvale, ON | New Build (240 dwellings units, in design)
City Housing Hamilton: First Place Office - Hamilton, ON | Conversion (15 units)
Wentworth Baptist Church - Hamilton, ON | Addition
Puddicombe House Hotel and Spa - New Hamburg | New Build
City Housing Hamilton: 55 Queenston St. - Hamilton, ON | Redevelopment (40 units)
Paisley Teeswater River Townhomes - Paisley, ON | New Build
Saint George Apartments: 50 High St. - St. George, ON
Paisley Townhouses - Paisley, ON | Renovation
Dymon Dufferin Mixed-Use Residential: Storage and Retail Tower - Toronto, ON | New Build *

Civic & Institutional

Halton Region Consolidated Courthouse - Burlington, ON | P3 Pursuit*
Sudbury Entertainment District Master Plan - Sudbury, ON | New Build *
Eglinton Crosstown Light Rail Transit - Toronto, ON | New Build *
University of Toronto 730 Yonge St Retail Podium - Toronto, ON | Addition & Renovation *

Commercial



1995 - 2025

PLANNING | URBAN DESIGN
LANDSCAPE ARCHITECTURE



**THE CORPORATION OF THE TOWN OF GODERICH
BY-LAW NO. 48 OF 2025**

**BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE
AND AFFIX THE CORPORATE SEAL TO A COMMERCIAL SALES
AGREEMENT BETWEEN JOHNSON CONTROLS AND THE CORPORATION
OF THE TOWN OF GODERICH FOR THE PURPOSE OF FIRE ALARM
PANEL UPGRADES AND ANNUAL MONITORING AT THE TOWN HALL,
MAITLAND RECREATION CENTRE, LIBRARY AND THE MAITLAND
VALLEY MEDICAL CENTRE**

WHEREAS the Council of the Corporation of the Town of Goderich deems it necessary and desirable to execute a Commercial Sales Agreement between Johnson Controls and the Corporation of the Town of Goderich for the purpose of Fire Alarm Panel Upgrades and Annual Monitoring at the Town Hall, Maitland Recreation Centre, Library, and the Maitland Valley Medical Centre;

AND WHEREAS this Commercial Sales Agreement is attached hereto and forms part of this By-Law;

AND WHEREAS the Corporation of the Town of Goderich is agreeable to the terms of this Commercial Sales Agreement.

NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWN OF GODERICH ENACTS AS FOLLOWS:

1. That the Mayor and the Clerk be and are hereby authorized and instructed to sign a Commercial Sales Agreement between Johnson Controls and the Corporation of the Town of Goderich for the purpose of Fire Alarm Panel Upgrades and Annual Monitoring at the Town Hall, Maitland Recreation Centre, Library, and the Maitland Valley Medical Centre;

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 7TH
DAY OF APRIL 2025.**

MAYOR, Trevor Bazinet

CLERK, Andrea Fisher



COMMERCIAL SALES AGREEMENT

TOWN NO.
00013-LONDON

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-8WCF94L

DATE: 2/15/2025

Tyco Integrated Fire & Security Canada, Inc. o/a Johnson Controls ("Johnson Controls")
Yatindra Mishra
2400 Skymark Drive,
Mississauga, ON L4W 5K5
Tele. No. (647) 764-6255

Town Of Goderich
d/b/a:
("Customer")
Customer Billing Information
57 West Street,
Goderich, ON N7A 2K3
Attn:
Tele. No.

Customer Premises Served
57 West Street,
Goderich, ON N7A 2K3
Attn:
Tele. No.

This Commercial Sales Agreement is between Customer and Tyco Integrated Fire & Security Canada, Inc. o/a Johnson Controls ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) Scope of Work ("SOW"). This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

I. THE FOLLOWING DOCUMENTS, IF APPLICABLE ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- (a) Hazardous Substance Checklist and Customer Letter
- (b) Scope of Work
- (c) Terms and Conditions
- (d) Additional Terms and Conditions
- (e) Provincial Specific Forms, if applicable (e.g., local permit applications)
- (f) CAF Customer Installation Acceptance Form (specific to Equipment/Services purchased)
- (g) If multiple locations, see attached schedule

II. CHARGES AND FEES; TAXES:

a. Equipment Installation. Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values set forth herein. If the schedule of values includes an upfront installation deposit, it will be paid within 30 days of contract signing. Johnson Controls will not commence work until such deposit has been received. The remaining portion of the total installation charge for installation and commissioning will be progress billed monthly through completion of the job. Company progress-based billing can include progress payments for materials, goods, and equipment (ordered, delivered, or stored), and for any pre-design, engineering, installation work or Services. The proposed total installation charge is contingent upon Customer agreeing to these payment and invoicing terms. Any outstanding Installation Charges and/or fees shall be due and payable as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the Statement of Work must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. Until Customer has paid Johnson Controls the Total Installation Charge and fees, and taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all proceeds thereof to secure such payment.

b. Services. Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance (the "Annual Service Charges"). Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year.

c. Term. The initial term of this Agreement shall be 5 year(s) (the "Initial Term") and shall commence on the date of this Agreement and continue as set forth herein. After the Initial Term, this Agreement will automatically renew for successive terms equal to the same length as the Initial Term unless the Customer or Johnson Controls gives written notice to the other that it does not want to renew at least sixty (60) days before the end of the then-current term (each a "Renewal Term"). The Initial Term and any Renewal Term may be referred to herein as the "Term." If this Agreement is renewed, Johnson Controls will provide Customer with notice of any adjustments in the Charges, fees and/or taxes applicable to the Renewal Term. Unless Customer terminates the Agreement at least sixty (60) days prior to the start of such Renewal Term, the adjusted Charges, fees and/or taxes will be the Charges, fees and taxes for the Renewal Term. Customer agrees to issue and send a purchase order to Johnson Controls at least thirty (30) days prior to expiration of the Initial Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to Johnson Controls. No purchase order is required for any emergency work requested by Customer. Customer shall have no right to reject such invoices due to the lack of a purchase order. For termination prior to the end of the Term, Customer agrees to pay Johnson Controls, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Customer shall provide Johnson Controls with reasonable access to the premises to remove any Johnson Controls property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that Johnson Controls may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

d. Pricing and Taxes. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Notwithstanding any other term in this Agreement, Johnson Controls may increase prices upon notice to Customer to reflect increases in material and labor costs. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to Johnson Controls and the applicable taxing authorities. If Johnson Controls is required to pay any such Taxes or other charges, Customer shall reimburse Johnson Controls on demand. If any such exemption certificate is invalid, then Customer will immediately pay Johnson Controls the amount of the Taxes, plus penalties and interest. Prices may be adjusted by Johnson Controls prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s). Customer agrees to pay any fees or charges imposed by any government body, telephone, communication, or signal transmission company or administration fees or service charges assessed against or by Johnson Controls related to AHJ requirements and/or changes to applicable laws relating to the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement. This Agreement is entered into with the understanding that the Services to be provided by Johnson Controls are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Johnson Controls, Johnson Controls reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Customer shall provide financial information requested by Johnson Controls to verify Customer's ability to pay for goods or services. Work performed on a time and material basis shall be at the then-prevailing Johnson Controls rate for material, labor, and related items, in effect at the time supplied under this Agreement.

e. Invoicing. Pricing is based upon the billing and payment terms set forth in this Agreement. Fees and other amounts due hereunder are due thirty (30) days from the date of the invoice, which shall be paid by Customer via ACH/EFT bank transfer. Such payment is a condition precedent to Johnson Controls' obligation to perform Services under the Agreement. Any invoice disputes are waived unless identified in writing by Customer within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. If Customer fails to provide financial information or if Johnson Controls, in its sole discretion has grounds to question Customer's ability or willingness to make payments when due (e.g. not making payments when due, late payments, or a reduction in Customer's credit score), Johnson Controls may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Johnson Controls may have against Customer, Johnson Controls shall provide Customer with advance written notice of changes to payment terms..

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, SOW or other document issued by Customer. Any changes must be mutually agreed to in writing by the authorized representatives of the Customer and Johnson Controls. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within thirty (30) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the

premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE. THIS AGREEMENT IS CONTINGENT ON CREDIT APPROVAL, WHICH MAY BE CHECKED AT JOHNSON CONTROLS' DISCRETION AND REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. SHOULD CREDIT AND/OR APPROVAL BE DECLINED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS' ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.



COMMERCIAL SALES AGREEMENT

TOWN NO.
00013-LONDON

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-8WCF94L

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL
HERE _____

TYCO INTEGRATED FIRE & SECURITY CANADA, INC. O/A JOHNSON CONTROLS

CUSTOMER: _____

Presented by: Yatindra Mishra
(Signature of Johnson Controls Sales Representative)

Accepted By: _____
(Signature of Customer's Authorized Representative)

Sales Agent: Yatindra Mishra

(Name Printed)

Title: _____

Date Signed: _____

CUSTOMER ACCEPTANCE

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 Agreement

YES: Single PO Required for Initial Term

Annual PO Required

ANSC PO Required Yearly (ANSC = Annual Service Charge)

AR Invoice are accepted via e-mail: YES: Email address to be used: _____

NO: Please submit invoices via mail NO: Please submit via _____

[Remainder of Page Left Intentionally Blank]



COMMERCIAL SALES AGREEMENT

TOWN NO.
00013-LONDON

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-8WCF94L

SCOPE OF WORK

IV. SCOPE OF WORK ("SOW"): Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Johnson Controls Owned - Johnson Controls may remove or upon written notice to the Customer, abandon in whole or in part, all devices, instruments, appliances, cabinets, and other materials associated with the system, upon termination of this agreement, without obligation to repair or redecorate any portion of the Customer's premises upon such removal, and the removal or abandonment of such materials shall not be held to constitute a waiver of the right of Johnson Controls to collect any charges which have been accrued or may be accrued hereunder.

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:
Video Surveillance Services:
Managed Access Control Services:
Video Equipment:
Preventive Maintenance/Inspection:
Additional Services:

Fire System Monitoring
No Service Selected
No Service Selected
No Service Selected
Other System Expert Maintenance, Fire Annual Inspection (Hardware Only)
IP Communication (Primary) with Cell Backup, Proactive Battery Replacement Service

C. Equipment to be Installed ("Equipment"): Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(es). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facilities as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's communications facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) providing and installing software/firmware required by the Equipment; (v) performing testing as required to establish that the Equipment is connected, is functioning according to its specifications, and is communicating over Customer's communications facilities; and (vi) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	DSC NEOControlPanelKit.ContainsoneHS2032NKcontrolpanel,oneHS2LCDFullMessageLCDHardwiredKeypadandoneT	
1	This item identifies the estimate as Standard and NOT PART of Technology Refresh of older Tech	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount:	\$1,510.00
* Estimated Tax(es):	\$0.00
TOTAL INSTALLATION CHARGE:	\$1,510.00
Installation Deposit Amount:	\$906.00

Planned Monthly Progress Billing Schedule of Values	
Description	%
Deposit/Advance Payment/Mobilization	60%
Monthly Progress Billing (Installation/Commissioning)	40%

2. Annual Service Charge:

Annual Service Charge Amount:	\$1,216.58
* Estimated Tax(es):	\$0.00
TOTAL ANNUAL SERVICE CHARGE:	\$1,216.58

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

E. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: John Dobie <jdobie@goderich.ca>; Facilities Service Manager Sales rep : Yatindra Mishra, 416-550-1948, yatindra.mishra@jci.com

System Operation: Existing Fire monitoring system on PC1864 to be upgraded to DSC Neo Fire monitoring kit. Call list to remain same. Please use existing cabling.

Programming Info:

Site Conditions: Standard BA programming.

Existing Equipment:

Customer Expectations:

Training Expectations: Please train the client in using the system.

General Comments:

Customer Responsibilities / Johnson Controls Exclusions: "Client to supply 1 AC 110V GFI outlet beside control on dedicated breaker to hardwire TIFS Supplied transformer into outlet. Operating telco line at location of head end equipment. If signal from cell device that is hooked up to TIFS monitoring panel is not strong enough then extra charges to apply to solve problem. Coordinate with manager on duty. To make passage and work spaces clear prior to starting work or bringing equipment. Utilize all existing devices/equipment where possible. TIF&S is not responsible for patch work and redecorating."

Documentation Needs:

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V. Customer and Johnson Controls agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification ("Alarm Monitoring") Services. 1. If Customer has purchased alarm monitoring service that includes response by police, fire department, guard, medical emergency notification or two way voice monitoring services and such an alarm is received at JCI's CMC, then JCI may, in its sole discretion or if required by law, attempt to contact Customer and/or anyone Customer has identified on Customer's Emergency Contact List ("ECL") to confirm that the alarm is not false. If JOHNSON CONTROLS does not contact Customer or someone on Customer's ECL or, if JOHNSON CONTROLS questions the response received upon such contact, then: (a) JOHNSON CONTROLS will attempt to notify the appropriate police or fire department; or, (b) if Guard Response Service is being provided and an alarm requires police response, JOHNSON CONTROLS will attempt to dispatch a representative to make an investigation of the exterior of the premises from his/her vehicle and, upon evidence of a crime, JOHNSON CONTROLS will attempt to notify the appropriate police department. Customer agrees that JOHNSON CONTROLS will have no liability pertaining to the recording (or failure to record) or publication of any communications, Internet, or other Video recordings or the quality of such recordings, if any. If JOHNSON CONTROLS provides supervisory alarm or trouble alarm monitoring services (or if such services are actively programmed into the System) and such an alarm is received at JOHNSON CONTROLS's CMC, JOHNSON CONTROLS may attempt to notify Customer's designated representative. JOHNSON CONTROLS may use an automated calling device to deliver such notification. 2. The installed Equipment may not operate with other companies' alarm monitoring equipment. If Customer cancels any Service, this incompatibility may prevent Customer from continuing to use the installed Equipment. Customer understands that local laws, ordinances or governmental policies may restrict and/or limit JOHNSON CONTROLS's ability to provide alarm monitoring and notification services and/or necessitate modified or additional services and expense to Customer. 3. Customer understands that JOHNSON CONTROLS may employ any number of industry-recognized measures to help reduce occurrences of false alarms. These measures include, but are not limited to, implementation of default settings on alarm panels and various procedures at JOHNSON CONTROLS's CMC to determine when and how to respond, if at all, to certain alarm events. Customer consents to the use of these measures and agrees these measures can result in no alarm signal being sent from an alarm zone in Customer's premises after the initial activation until the Customer manually resets the system. Customer understands that, upon receiving notification that an alarm signal has been received by JOHNSON CONTROLS, the police department, fire department or other responding authority may forcibly enter my premises. 4. Intrusion detection/burglar alarm equipment may require activation of two sensors, or a second activation of a single sensor, or activation of a continuous alarm event from a single sensor to meet the requirements of local laws, ordinances or other requirements of the police department. Customer is solely responsible for operating on-premises bypass or switch units to disconnect or reconnect the alarm sounding or transmitting equipment. 5. If such service is available/required in Customer's location a "Direct Connection" may be made to the Customer's police, fire department, or other agency, and signals transmitted by the System will be monitored directly by such police, fire department, or other agency personnel (collectively, "Municipal Personnel"), none of whom are agents of JOHNSON CONTROLS. JOHNSON CONTROLS does not assume any responsibility or liability for the manner in which such signals are monitored or the response, if any, made by such Municipal Personnel to such signals. 6. If Customer chooses a JOHNSON CONTROLS approved cellular back-up service, alarm signals may be transmitted to JOHNSON CONTROLS's CMC from Customer's premises over a cellular communications network if Customer's traditional telephone service is interrupted. 6. 5 day Familiarization Period. If a 5 day familiarization period is required by Law and/or is requested by Customer and agreed to by JOHNSON CONTROLS for Customer to become familiar with system operation, Customer agrees that during the 5 day period that immediately follows the completion of the installation and connection to JOHNSON CONTROLS's CMC, JOHNSON CONTROLS has no obligation and will not respond to any signal (including an alarm signal) received at JOHNSON CONTROLS's CMC from Customer's Premises. Customer also agrees that during this period, JOHNSON CONTROLS has no obligation and will not attempt to notify any authorities, Customer or persons on Customer's ECL or take any other action in respect of a signal.

A.2. Communication Facilities. (a) Authorization. To facilitate Johnson Controls' ability to provide Service under this Agreement, Johnson Controls to request information, service, or equipment in any respect on behalf of Customer to Customer's telephone service provider, wireless carrier, or other entity providing communication facilities or services for transmission of alarm signals (the "TeleCo"). (b) Digital Communicator. If a Digital Communicator is used to connect to Johnson Controls' CMC, Customer will provide a connection through a telephone jack to Customer's TeleCo service as required to operate the System, Equipment, or to provide the Service. Such connection will be electrically first before any other telephone or Customer equipment, and will be located within 10 feet of the alarm/control panel. Johnson Controls will provide such connection at Customer's request and expense. (c) General. Customer understands that: (a) The TeleCo's liability is limited to the same extent as JCI's liability in Paragraph E of this Agreement; (b) JCI will not receive alarm signals, voice data or images (collectively "alarm signals") when the communication mode is not operating or has been cut, interfered with or is otherwise damaged, or if the alarm system is unable to acquire, transmit or maintain an alarm signal over the Customer's communication mode for any reason; (c) Customer acknowledges that any decision to use a non-approved TeleCo service as the means for transmitting alarm signals is based on Customer's own independent business judgment and that such decision is made without any assistance or recommendation from JCI. If JCI determines in its sole discretion that Customer's communication mode is, or later becomes non-compatible, or if Customer changes to another communication mode that is non-compatible, then Customer must put in place an alternate mode of communication between Customer's alarm system and JCI's CMC that is acceptable to JCI; (d) Transmission of fire alarm signals by means other than a traditional telephone line may not comply with applicable fire alarm or other standards or codes, and it is solely Customer's obligation to ensure compliance with such standards and codes; (e) If the alarm system has a line-cut feature, it may not always be able to detect if my communication line is cut or interrupted. JOHNSON CONTROLS' RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN CUSTOMER'S PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JOHNSON CONTROLS CMC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELECO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELECO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELECO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELECOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JOHNSON CONTROLS' ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELECO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JOHNSON CONTROLS WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELECO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELECO SERVICE'S DATA FORMAT AFTER JOHNSON CONTROLS' INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELECO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JOHNSON CONTROLS' CMC. IF Johnson Controls DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS COMPATIBLE, Johnson Controls WILL PERMIT CUSTOMER TO USE ITS TELECO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS. ALTHOUGH CUSTOMER UNDERSTANDS THAT Johnson Controls RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO Johnson Controls' CMC REGARDLESS OF THE TYPE OF TELECO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF Johnson Controls DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELECO SERVICE THAT IS NOT COMPATIBLE, THEN Johnson Controls WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO Johnson Controls AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO Johnson Controls' CMC. Johnson Controls WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELECO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELECO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELECO SERVICE IS INTERRUPTED, AND THAT Johnson Controls MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELECO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELECO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF Johnson Controls. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELECO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELECO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

A.3.1. Enhanced Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.2. Expert Maintenance Service Plan ("Expert Maintenance"). 1. If Expert Maintenance is purchased, Johnson Controls will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under Expert Maintenance and any requested service will be provided on a time and materials

basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) "Conditions" not covered by Warranty shown below. Customer shall pay for any related labor and/or materials for such work at Johnson Controls' then applicable rates. Additional charges may apply for service requiring the use of a lift. Johnson Controls' obligation to perform Expert Maintenance service relates solely to the covered Equipment. 2. If Expert Maintenance is not purchased prior to the expiration of the Equipment Warranty, Johnson Controls will provide such Expert Maintenance only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Johnson Controls' specifications and/or the standards set by applicable law. 3. Expert Maintenance will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Expert Maintenance performed outside of these hours is subject to additional charges. Provision of Expert Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer ("OEM"). 4. The expense of all extraordinary maintenance and repair necessitated by or due to changes or alterations in the Customer's premises, alterations to the Covered System made by or at the request of Customer, or made necessary by damage to the premises or to the Covered System, or to any cause beyond the control of JOHNSON CONTROLS, will be borne by the Customer.

A.3.3. Optimum Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.4. Essential Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.4. Testing/Inspections Service ("T/I"). If T/I Service is purchased, Johnson Controls will provide the number of inspections/tests on the covered Equipment as specified in this Agreement. Such T/I Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays/T/I Service performed outside of these hours is subject to additional charges.). If the Customer's facility is located more than 50 kilometers away from a Johnson Controls location, Customer will pay for travel, accommodation, and related costs at Johnson Controls' then applicable rates.

A.5. Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.7. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.8. Hosted Access. Intentionally left blank - Services have not been purchased.

A.9. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.10. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.10. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.11. Software Support Services – No Upgrades. Intentionally left blank - Services have not been purchased.

A.12. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank – Lynx System/Services have not been purchased.

A.13. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.

A.14. Proactive Health Services. Intentionally left blank - Services have not been purchased.

A.15. Halo Smart Sensor System. Intentionally left blank - System have not been purchased.

A.16. CloudVue Service. Intentionally left blank - Services have not been purchased.

A.17. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.

A.18. Sabre Systems Service. Intentionally left blank - Services have not been purchased.

A.19. Cantronics Telethermographic Device. Intentionally left blank - Services have not been purchased.

A.20. Digital Barriers Telethermographic System. Intentionally left blank - Services have not been purchased.

A.21. Qolsys Panel. Intentionally left blank - Panel have not been purchased.

A.23. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.24. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Training Services.

B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.

3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.

4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE. Johnson Controls makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

5. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Johnson Controls, such as suggestions as to design use and suitability of the Equipment and products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that Johnson Controls is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of the Equipment or products. Customer assumes exclusive responsibility for determining if the Equipment and products supplied by

Johnson Controls are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the Equipment or products.

C. System Requirements, Miscellaneous. The following provisions apply to all Systems, Equipment, or Services installed or furnished by Johnson Controls under this Agreement. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories of Canada. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 4. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation.

7. Closed Circuit Television ("CCTV")/Video Equipment. Intentionally left blank – no CCTV/Video Equipment has been purchased.

D. Electronic Media; Personal Information;. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consent of the third parties, whose personal information Customer has provided to Johnson Controls, to use such information for the administration of Customer's account and as provided in this Agreement. Customer consents to Johnson Controls' collection, use, disclosure and transfer of Customer's personal information and that of third parties provided by Customer, including the use of service providers outside of Canada, for the purposes of setting up and administering the Services provided under this Agreement as well as administering the relationship between Customer and Johnson Controls (including credit approval, invoicing, collection and providing you with information on new equipment or services). Johnson Controls may collect (including Customer's consent to record telephone conversations), use, disclose and transfer Customer's personal information and that of third parties provided by Customer to Johnson Controls' parents, affiliates, subsidiaries and successor corporations or any subcontractor or assignee of this Contract within or outside Canada and thereby subject such information to the laws of such countries or any applicable authority having jurisdiction that requests such information to administer alarm monitoring services or alarm system license, permit or similar programs. Customer hereby consents to Johnson Controls performing commercially reasonable credit reference verifications and authorizes Johnson Controls or its service provider or assignee of this Agreement to consult third parties for credit reports or recommendations as to Customer's solvency.

E. Limitation of Liability. 1. Johnson Controls is not an insurer. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Services, System and Equipment provided and are unrelated to the value of Customer's property, the property of others located in Customer's premises, or any risk of loss on Customer's premises. 2. Johnson Controls' services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. Johnson Controls MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Accordingly, Johnson Controls and its suppliers do not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not Johnson Controls nor its suppliers. Insurance, if any, covering such risk shall be obtained by Customer. Neither of Johnson Controls nor its suppliers shall have any liability for loss, damage or injury due directly or indirectly to events, or the consequences therefrom, which the System or Services are intended to detect or avert. Customer shall look exclusively to its insurer and not to Johnson Controls or its suppliers to pay Customer in the event of any such loss, damage or injury. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Johnson Controls and its suppliers arising as a result of paying any claim for loss, damage or injury of Customer or another person.

3. If notwithstanding the provisions of this Section E, Johnson Controls and/or one or more of its suppliers are found liable for loss, damage or injury under any legal theory due to a failure of the Services, System or Equipment in any respect, the liability of Johnson Controls and its suppliers shall be limited to a sum equal to 10% of the Annual Service Charge or \$1,000, whichever is greater, as agreed upon damages and not as a penalty, as Customer's sole remedy. This will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from Johnson Controls' or its suppliers' failure to perform any of its obligations under this Agreement. If Customer requests, Johnson Controls may assume greater liability by attaching a Rider to this Agreement stating the extent of Johnson Controls' additional liability and the additional charges Customer will pay for Johnson Controls' assumption of such greater liability. However, such additional charges are not insurance premiums and Johnson Controls is not an insurer even if it enters into such a Rider.

4. The provisions of this Section E shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to Johnson Controls' or its suppliers' performance or nonperformance of their respective obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of Johnson Controls, its suppliers, agents or employees.

If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against Johnson Controls or its suppliers in any way relating to the Services, System or Equipment that are the subjects of this Agreement, then Customer shall indemnify and hold Johnson Controls and its suppliers harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

5. No suit or action shall be brought against Johnson Controls or its suppliers, agents, employees, subsidiaries, affiliates or parents (both direct and indirect) more than one year after the incident that resulted in the loss, injury or damage occurred. Except as provided for herein, Johnson Controls' claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. 6. The provisions of this Section E shall apply to and benefit Johnson Controls and its agents, employees, contractors, subsidiaries, affiliates, parents (both direct and indirect), vendors, suppliers and affinity marketers. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, then that department or other organization may also invoke the provisions of this Section E against any claims due to any failure of such department or organization. Johnson Controls and its suppliers are not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. 1. Other Charges; Remedies; Default; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 2. Termination. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Johnson Controls and will give Johnson Controls, without prejudice to any other right or remedy, the right to without notice: (a) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Johnson Controls' obligations under and/or terminate this Agreement and; (b) to charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (c) pay all of Johnson Controls' costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. Johnson Controls' election to continue providing future Services does not, in any way, diminish Johnson Controls' right to terminate or suspend Services or exercise any or all rights or remedies under this Agreement. Johnson Controls shall not be liable for any damages, claims, expenses or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring Services or Johnson Controls otherwise performs Services at the premises following suspension, those Services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Johnson Controls' efforts to collect payment, Customer shall immediately notify Johnson Controls in writing and explain the basis of the dispute. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. 3. If either party fails to perform any of its material obligations under this Agreement, the other party shall

provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination. 4. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement, or the affected portions, and discontinue any Service(s), at its sole discretion, upon notice to Customer if: (a) Johnson Controls' central monitoring center ("CMC") or remote operations center or either of these centers is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the municipal fire or police department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the Equipment or system not covered under the Warranty or Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in System malfunction; (d) the premises in which the Equipment or system is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls' performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, Equipment, or products (including component parts and/or materials) or because Johnson Controls or its supplier(s) has discontinued the manufacture or the sale of the Equipment and/or products or is no longer in the business of providing the Services; (f) Johnson Controls' performance of its obligations are prohibited because of changes in applicable laws, regulations or codes; (g) Customer fails to make payments when due; (h) in the event Johnson Controls is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement; (i) Customer fails to maintain any required licenses or permits; (j) Johnson Controls receives an excessive number of false alarms. In addition, if the Equipment or system continuously sends signals that Johnson Controls reasonably determines to be false or excessive, the Customer will be responsible for additional costs and fees incurred by Johnson Controls in receiving and/or responding to these signals. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination. Client located in Quebec expressly waives its right to terminate the Agreement unilaterally as provided under section 2125 of the Quebec Civil Code and understands that it must maintain the Services for the Initial Term and any renewal term. Johnson Controls may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Johnson Controls' performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the Canadian Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of Canada or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third-party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. Johnson Controls assumes no liability for delays in installation of the Equipment or for the consequences therefrom, however caused. Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Johnson Controls to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Johnson Controls, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Johnson Controls. If Johnson Controls' performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Johnson Controls shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Johnson Controls is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Johnson Controls will be entitled to extend the relevant completion date by the amount of time that Johnson Controls was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Johnson Controls' cost to perform the services, Customer is obligated to reimburse Johnson Controls for such increased costs, including, without limitation, costs incurred by Johnson Controls for additional labor, inventory storage, expedited shipping fees, trailer and

equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Johnson Controls in connection with the Force Majeure Event.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Digital Enabled Services, Software and Hosted Software Services. If Johnson Controls provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Johnson Controls' cloud-hosted software applications. Customer consents to and grants Johnson Controls right to collect, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Johnson Controls products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Johnson Controls secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Johnson Controls software and related equipment installed at Customer facilities and Johnson Controls cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Johnson Controls Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Johnson Controls' standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Johnson Controls General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the Johnson Controls Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Johnson Controls and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

N. Audio Enabled Devices. Customer acknowledges and agrees that Customer's decision to install and/or activate security equipment with audio recording and/or monitoring capability ("Audio Enabled Devices") is based solely on Customer's own independent business judgment or knowledge of applicable law. Johnson Controls does not recommend, endorse, or render an opinion, legal or otherwise regarding such decision. Certain laws may limit or preclude the use of Audio Enabled Devices in Customer's premises. It is the responsibility of the Customer to know and fully comply with all applicable laws, including but not limited to any or all requirements that clear and conspicuous notice be provided concerning the use of Audio Enabled Devices in Customer's premises. In providing, installing and/or activating such Audio Enabled Devices, Johnson Controls is relying on Customer's representations and agreements and the terms set forth in this Agreement shall fully apply.

O. Privacy. 1. Johnson Controls as Processor: Where Johnson Controls factually acts as Processor of Personal Data (as defined therein) on behalf of Customer, the terms at www.johnsoncontrols.com/dpa shall apply. 2. Johnson Controls as Controller: Johnson Controls will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Johnson Controls' Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Johnson Controls' Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

P. English and French Clause. This Agreement has been drawn up in English at the request of and with the full concurrence of the Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

Q. Choice of Law/Forum.

Johnson Controls shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. This Agreement shall be governed by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniense. In the event the matter is submitted to a court, Johnson Controls and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Johnson Controls, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Johnson Controls' reasonable collection costs (including legal fees and expenses).



COMMERCIAL SALES AGREEMENT

TOWN NO.
00013-LONDON

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-8WCFJ0Z

DATE: 2/15/2025

Tyco Integrated Fire & Security Canada, Inc. o/a Johnson Controls ("Johnson Controls")
Yatindra Mishra
2400 Skymark Drive,
Mississauga, ON L4W 5K5
Tele. No. (647) 764-6255

Town of Goderich
d/b/a:
("Customer")
Customer Billing Information
180 CAMBRIA RD N,
GODERICH, ON N7A 4N8
Attn: John Dobbie
Tele. No.

Customer Premises Served
180 CAMBRIA RD N,
GODERICH, ON N7A 4N8
Attn:
Tele. No.

This Commercial Sales Agreement is between Customer and Tyco Integrated Fire & Security Canada, Inc. o/a Johnson Controls ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) Scope of Work ("SOW"). This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

I. THE FOLLOWING DOCUMENTS, IF APPLICABLE ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- (a) Hazardous Substance Checklist and Customer Letter
- (b) Scope of Work
- (c) Terms and Conditions
- (d) Additional Terms and Conditions
- (e) Provincial Specific Forms, if applicable (e.g., local permit applications)
- (f) CAF Customer Installation Acceptance Form (specific to Equipment/Services purchased)
- (g) If multiple locations, see attached schedule

II. CHARGES AND FEES; TAXES:

a. **Equipment Installation.** Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values set forth herein. If the schedule of values includes an upfront installation deposit, it will be paid within 30 days of contract signing. Johnson Controls will not commence work until such deposit has been received. The remaining portion of the total installation charge for installation and commissioning will be progress billed monthly through completion of the job. Company progress-based billing can include progress payments for materials, goods, and equipment (ordered, delivered, or stored), and for any pre-design, engineering, installation work or Services. The proposed total installation charge is contingent upon Customer agreeing to these payment and invoicing terms. Any outstanding Installation Charges and/or fees shall be due and payable as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the Statement of Work must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. Until Customer has paid Johnson Controls the Total Installation Charge and fees, and taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all proceeds thereof to secure such payment.

b. **Services.** Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance (the "Annual Service Charges"). Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year.

c. **Term.** The initial term of this Agreement shall be 5 year(s) (the "Initial Term") and shall commence on the date of this Agreement and continue as set forth herein. After the Initial Term, this Agreement will automatically renew for successive terms equal to the same length as the Initial Term unless the Customer or Johnson Controls gives written notice to the other that it does not want to renew at least sixty (60) days before the end of the then-current term (each a "Renewal Term"). The Initial Term and any Renewal Term may be referred to herein as the "Term." If this Agreement is renewed, Johnson Controls will provide Customer with notice of any adjustments in the Charges, fees and/or taxes applicable to the Renewal Term. Unless Customer terminates the Agreement at least sixty (60) days prior to the start of such Renewal Term, the adjusted Charges, fees and/or taxes will be the Charges, fees and taxes for the Renewal Term. Customer agrees to issue and send a purchase order to Johnson Controls at least thirty (30) days prior to expiration of the Initial Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to Johnson Controls. No purchase order is required for any emergency work requested by Customer. Customer shall have no right to reject such invoices due to the lack of a purchase order. For termination prior to the end of the Term, Customer agrees to pay Johnson Controls, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Customer shall provide Johnson Controls with reasonable access to the premises to remove any Johnson Controls property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that Johnson Controls may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

d. **Pricing and Taxes.** If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Notwithstanding any other term in this Agreement, Johnson Controls may increase prices upon notice to Customer to reflect increases in material and labor costs. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to Johnson Controls and the applicable taxing authorities. If Johnson Controls is required to pay any such Taxes or other charges, Customer shall reimburse Johnson Controls on demand. If any such exemption certificate is invalid, then Customer will immediately pay Johnson Controls the amount of the Taxes, plus penalties and interest. Prices may be adjusted by Johnson Controls prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s). Customer agrees to pay any fees or charges imposed by any government body, telephone, communication, or signal transmission company or administration fees or service charges assessed against or by Johnson Controls related to AHJ requirements and/or changes to applicable laws relating to the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement. This Agreement is entered into with the understanding that the Services to be provided by Johnson Controls are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Johnson Controls, Johnson Controls reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Customer shall provide financial information requested by Johnson Controls to verify Customer's ability to pay for goods or services. Work performed on a time and material basis shall be at the then-prevailing Johnson Controls rate for material, labor, and related items, in effect at the time supplied under this Agreement.

e. **Invoicing.** Pricing is based upon the billing and payment terms set forth in this Agreement. Fees and other amounts due hereunder are due thirty (30) days from the date of the invoice, which shall be paid by Customer via ACH/EFT bank transfer. Such payment is a condition precedent to Johnson Controls' obligation to perform Services under the Agreement. Any invoice disputes are waived unless identified in writing by Customer within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. If Customer fails to provide financial information or if Johnson Controls, in its sole discretion has grounds to question Customer's ability or willingness to make payments when due (e.g. not making payments when due, late payments, or a reduction in Customer's credit score), Johnson Controls may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Johnson Controls may have against Customer, Johnson Controls shall provide Customer with advance written notice of changes to payment terms..

III. **ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE:** This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, SOW or other document issued by Customer. Any changes must be mutually agreed to in writing by the authorized representatives of the Customer and Johnson Controls. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within thirty (30) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the

premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE. THIS AGREEMENT IS CONTINGENT ON CREDIT APPROVAL, WHICH MAY BE CHECKED AT JOHNSON CONTROLS' DISCRETION AND REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. SHOULD CREDIT AND/OR APPROVAL BE DECLINED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS' ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.



COMMERCIAL SALES AGREEMENT

TOWN NO.
00013-LONDON

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-8WCFJ0Z

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL
HERE _____

TYCO INTEGRATED FIRE & SECURITY CANADA, INC. O/A JOHNSON CONTROLS

CUSTOMER: _____

Presented by: Yatindra Mishra
(Signature of Johnson Controls Sales Representative)

Accepted By: _____
(Signature of Customer's Authorized Representative)

Sales Agent: Yatindra Mishra

(Name Printed)

Title: _____

Date Signed: _____

CUSTOMER ACCEPTANCE

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 Agreement

YES: Single PO Required for Initial Term

Annual PO Required

ANSC PO Required Yearly (ANSC = Annual Service Charge)

AR Invoice are accepted via e-mail: YES: Email address to be used: _____

NO: Please submit invoices via mail NO: Please submit via _____

[Remainder of Page Left Intentionally Blank]



COMMERCIAL SALES AGREEMENT

TOWN NO.
00013-LONDON

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-8WCFJ0Z

SCOPE OF WORK

IV. SCOPE OF WORK ("SOW"): Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Johnson Controls Owned - Johnson Controls may remove or upon written notice to the Customer, abandon in whole or in part, all devices, instruments, appliances, cabinets, and other materials associated with the system, upon termination of this agreement, without obligation to repair or redecorate any portion of the Customer's premises upon such removal, and the removal or abandonment of such materials shall not be held to constitute a waiver of the right of Johnson Controls to collect any charges which have been accrued or may be accrued hereunder.

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:
Video Surveillance Services:
Managed Access Control Services:
Video Equipment:
Preventive Maintenance/Inspection:
Additional Services:

Fire System Monitoring
No Service Selected
No Service Selected
No Service Selected
Other System Expert Maintenance, Fire Annual Inspection (Hardware Only)
IP Communication (Primary) with Cell Backup, Proactive Battery Replacement Service

C. Equipment to be Installed ("Equipment"): Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(es). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facilities as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's communications facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) providing and installing software/firmware required by the Equipment; (v) performing testing as required to establish that the Equipment is connected, is functioning according to its specifications, and is communicating over Customer's communications facilities; and (vi) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	DSC NEOControlPanelKit.ContainsoneHS2032NKcontrolpanel,oneHS2LCDFullMessageLCDHardwiredKeypadandoneT	
1	This item identifies the estimate as Standard and NOT PART of Technology Refresh of older Tech	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount:	\$1,510.00
* Estimated Tax(es):	\$0.00
TOTAL INSTALLATION CHARGE:	\$1,510.00
Installation Deposit Amount:	\$906.00

Planned Monthly Progress Billing Schedule of Values	
Description	%
Deposit/Advance Payment/Mobilization	60%
Monthly Progress Billing (Installation/Commissioning)	40%

2. Annual Service Charge:

Annual Service Charge Amount:	\$1,216.58
* Estimated Tax(es):	\$0.00
TOTAL ANNUAL SERVICE CHARGE:	\$1,216.58

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

E. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: John Dobie <jdobie@goderich.ca>; Facilities Service Manager Sales rep : Yatindra Mishra, 416-550-1948, yatindra.mishra@jci.com

System Operation: Existing Fire monitoring system on PC1864 to be upgraded to DSC Neo Fire monitoring kit. Call list to remain same. Please use existing cabling.

Programming Info: Standard BA programming.

Site Conditions:

Existing Equipment:

Customer Expectations:

Training Expectations: Please train the client in using the system.

General Comments:

Customer Responsibilities / Johnson Controls Exclusions: "Client to supply 1 AC 110V GFI outlet beside control on dedicated breaker to hardwire TIFS Supplied transformer into outlet. Operating telco line at location of head end equipment. If signal from cell device that is hooked up to TIFS monitoring panel is not strong enough then extra charges to apply to solve problem. Coordinate with manager on duty. To make passage and work spaces clear prior to starting work or bringing equipment. Utilize all existing devices/equipment where possible. TIF&S is not responsible for patch work and redecorating."

Documentation Needs:

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V. Customer and Johnson Controls agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification ("Alarm Monitoring") Services. 1. If Customer has purchased alarm monitoring service that includes response by police, fire department, guard, medical emergency notification or two way voice monitoring services and such an alarm is received at JCI's CMC, then JCI may, in its sole discretion or if required by law, attempt to contact Customer and/or anyone Customer has identified on Customer's Emergency Contact List ("ECL") to confirm that the alarm is not false. If JOHNSON CONTROLS does not contact Customer or someone on Customer's ECL or, if JOHNSON CONTROLS questions the response received upon such contact, then: (a) JOHNSON CONTROLS will attempt to notify the appropriate police or fire department; or, (b) if Guard Response Service is being provided and an alarm requires police response, JOHNSON CONTROLS will attempt to dispatch a representative to make an investigation of the exterior of the premises from his/her vehicle and, upon evidence of a crime, JOHNSON CONTROLS will attempt to notify the appropriate police department. Customer agrees that JOHNSON CONTROLS will have no liability pertaining to the recording (or failure to record) or publication of any communications, Internet, or other Video recordings or the quality of such recordings, if any. If JOHNSON CONTROLS provides supervisory alarm or trouble alarm monitoring services (or if such services are actively programmed into the System) and such an alarm is received at JOHNSON CONTROLS's CMC, JOHNSON CONTROLS may attempt to notify Customer's designated representative. JOHNSON CONTROLS may use an automated calling device to deliver such notification. 2. The installed Equipment may not operate with other companies' alarm monitoring equipment. If Customer cancels any Service, this incompatibility may prevent Customer from continuing to use the installed Equipment. Customer understands that local laws, ordinances or governmental policies may restrict and/or limit JOHNSON CONTROLS's ability to provide alarm monitoring and notification services and/or necessitate modified or additional services and expense to Customer. 3. Customer understands that JOHNSON CONTROLS may employ any number of industry-recognized measures to help reduce occurrences of false alarms. These measures include, but are not limited to, implementation of default settings on alarm panels and various procedures at JOHNSON CONTROLS's CMC to determine when and how to respond, if at all, to certain alarm events. Customer consents to the use of these measures and agrees these measures can result in no alarm signal being sent from an alarm zone in Customer's premises after the initial activation until the Customer manually resets the system. Customer understands that, upon receiving notification that an alarm signal has been received by JOHNSON CONTROLS, the police department, fire department or other responding authority may forcibly enter my premises. 4. Intrusion detection/burglar alarm equipment may require activation of two sensors, or a second activation of a single sensor, or activation of a continuous alarm event from a single sensor to meet the requirements of local laws, ordinances or other requirements of the police department. Customer is solely responsible for operating on-premises bypass or switch units to disconnect or reconnect the alarm sounding or transmitting equipment. 5. If such service is available/required in Customer's location a "Direct Connection" may be made to the Customer's police, fire department, or other agency, and signals transmitted by the System will be monitored directly by such police, fire department, or other agency personnel (collectively, "Municipal Personnel"), none of whom are agents of JOHNSON CONTROLS. JOHNSON CONTROLS does not assume any responsibility or liability for the manner in which such signals are monitored or the response, if any, made by such Municipal Personnel to such signals. 6. If Customer chooses a JOHNSON CONTROLS approved cellular back-up service, alarm signals may be transmitted to JOHNSON CONTROLS's CMC from Customer's premises over a cellular communications network if Customer's traditional telephone service is interrupted. 6. 5 day Familiarization Period. If a 5 day familiarization period is required by Law and/or is requested by Customer and agreed to by JOHNSON CONTROLS for Customer to become familiar with system operation, Customer agrees that during the 5 day period that immediately follows the completion of the installation and connection to JOHNSON CONTROLS's CMC, JOHNSON CONTROLS has no obligation and will not respond to any signal (including an alarm signal) received at JOHNSON CONTROLS's CMC from Customer's Premises. Customer also agrees that during this period, JOHNSON CONTROLS has no obligation and will not attempt to notify any authorities, Customer or persons on Customer's ECL or take any other action in respect of a signal.

A.2. Communication Facilities. (a) Authorization. To facilitate Johnson Controls' ability to provide Service under this Agreement, Johnson Controls to request information, service, or equipment in any respect on behalf of Customer to Customer's telephone service provider, wireless carrier, or other entity providing communication facilities or services for transmission of alarm signals (the "TeleCo"). (b) Digital Communicator. If a Digital Communicator is used to connect to Johnson Controls' CMC, Customer will provide a connection through a telephone jack to Customer's TeleCo service as required to operate the System, Equipment, or to provide the Service. Such connection will be electrically first before any other telephone or Customer equipment, and will be located within 10 feet of the alarm/control panel. Johnson Controls will provide such connection at Customer's request and expense. (c) General. Customer understands that: (a) The TeleCo's liability is limited to the same extent as JCI's liability in Paragraph E of this Agreement; (b) JCI will not receive alarm signals, voice data or images (collectively "alarm signals") when the communication mode is not operating or has been cut, interfered with or is otherwise damaged, or if the alarm system is unable to acquire, transmit or maintain an alarm signal over the Customer's communication mode for any reason; (c) Customer acknowledges that any decision to use a non-approved TeleCo service as the means for transmitting alarm signals is based on Customer's own independent business judgment and that such decision is made without any assistance or recommendation from JCI. If JCI determines in its sole discretion that Customer's communication mode is, or later becomes non-compatible, or if Customer changes to another communication mode that is non-compatible, then Customer must put in place an alternate mode of communication between Customer's alarm system and JCI's CMC that is acceptable to JCI; (d) Transmission of fire alarm signals by means other than a traditional telephone line may not comply with applicable fire alarm or other standards or codes, and it is solely Customer's obligation to ensure compliance with such standards and codes; (e) If the alarm system has a line-cut feature, it may not always be able to detect if my communication line is cut or interrupted. JOHNSON CONTROLS' RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN CUSTOMER'S PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JOHNSON CONTROLS CMC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELECO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELECO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELECO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELECOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JOHNSON CONTROLS' ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELECO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JOHNSON CONTROLS WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELECO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELECO SERVICE'S DATA FORMAT AFTER JOHNSON CONTROLS' INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELECO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JOHNSON CONTROLS' CMC. IF Johnson Controls DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS COMPATIBLE, Johnson Controls WILL PERMIT CUSTOMER TO USE ITS TELECO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS. ALTHOUGH CUSTOMER UNDERSTANDS THAT Johnson Controls RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO Johnson Controls' CMC REGARDLESS OF THE TYPE OF TELECO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF Johnson Controls DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELECO SERVICE THAT IS NOT COMPATIBLE, THEN Johnson Controls WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO Johnson Controls AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO Johnson Controls' CMC. Johnson Controls WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELECO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELECO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELECO SERVICE IS INTERRUPTED, AND THAT Johnson Controls MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELECO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELECO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF Johnson Controls. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELECO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELECO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

A.3.1. Enhanced Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.2. Expert Maintenance Service Plan ("Expert Maintenance"). 1. If Expert Maintenance is purchased, Johnson Controls will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under Expert Maintenance and any requested service will be provided on a time and materials

basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) "Conditions" not covered by Warranty shown below. Customer shall pay for any related labor and/or materials for such work at Johnson Controls' then applicable rates. Additional charges may apply for service requiring the use of a lift. Johnson Controls' obligation to perform Expert Maintenance service relates solely to the covered Equipment. 2. If Expert Maintenance is not purchased prior to the expiration of the Equipment Warranty, Johnson Controls will provide such Expert Maintenance only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Johnson Controls' specifications and/or the standards set by applicable law. 3. Expert Maintenance will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Expert Maintenance performed outside of these hours is subject to additional charges. Provision of Expert Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer ("OEM"). 4. The expense of all extraordinary maintenance and repair necessitated by or due to changes or alterations in the Customer's premises, alterations to the Covered System made by or at the request of Customer, or made necessary by damage to the premises or to the Covered System, or to any cause beyond the control of JOHNSON CONTROLS, will be borne by the Customer.

A.3.3. Optimum Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.4. Essential Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.4. Testing/Inspections Service ("T/I"). If T/I Service is purchased, Johnson Controls will provide the number of inspections/tests on the covered Equipment as specified in this Agreement. Such T/I Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays/T/I Service performed outside of these hours is subject to additional charges.). If the Customer's facility is located more than 50 kilometers away from a Johnson Controls location, Customer will pay for travel, accommodation, and related costs at Johnson Controls' then applicable rates.

A.5. Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.7. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.8. Hosted Access. Intentionally left blank - Services have not been purchased.

A.9. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.10. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.10. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.11. Software Support Services – No Upgrades. Intentionally left blank - Services have not been purchased.

A.12. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank – Lynx System/Services have not been purchased.

A.13. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.

A.14. Proactive Health Services. Intentionally left blank - Services have not been purchased.

A.15. Halo Smart Sensor System. Intentionally left blank - System have not been purchased.

A.16. CloudVue Service. Intentionally left blank - Services have not been purchased.

A.17. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.

A.18. Sabre Systems Service. Intentionally left blank - Services have not been purchased.

A.19. Cantronics Telethermographic Device. Intentionally left blank - Services have not been purchased.

A.20. Digital Barriers Telethermographic System. Intentionally left blank - Services have not been purchased.

A.21. Qolsys Panel. Intentionally left blank - Panel have not been purchased.

A.23. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.24. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Training Services.

B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.

3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.

4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE. Johnson Controls makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

5. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Johnson Controls, such as suggestions as to design use and suitability of the Equipment and products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that Johnson Controls is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of the Equipment or products. Customer assumes exclusive responsibility for determining if the Equipment and products supplied by

Johnson Controls are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the Equipment or products.

C. System Requirements, Miscellaneous. The following provisions apply to all Systems, Equipment, or Services installed or furnished by Johnson Controls under this Agreement. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories of Canada. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 4. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation.

7. Closed Circuit Television ("CCTV")/Video Equipment. Intentionally left blank – no CCTV/Video Equipment has been purchased.

D. Electronic Media; Personal Information;. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consent of the third parties, whose personal information Customer has provided to Johnson Controls, to use such information for the administration of Customer's account and as provided in this Agreement. Customer consents to Johnson Controls' collection, use, disclosure and transfer of Customer's personal information and that of third parties provided by Customer, including the use of service providers outside of Canada, for the purposes of setting up and administering the Services provided under this Agreement as well as administering the relationship between Customer and Johnson Controls (including credit approval, invoicing, collection and providing you with information on new equipment or services). Johnson Controls may collect (including Customer's consent to record telephone conversations), use, disclose and transfer Customer's personal information and that of third parties provided by Customer to Johnson Controls' parents, affiliates, subsidiaries and successor corporations or any subcontractor or assignee of this Contract within or outside Canada and thereby subject such information to the laws of such countries or any applicable authority having jurisdiction that requests such information to administer alarm monitoring services or alarm system license, permit or similar programs. Customer hereby consents to Johnson Controls performing commercially reasonable credit reference verifications and authorizes Johnson Controls or its service provider or assignee of this Agreement to consult third parties for credit reports or recommendations as to Customer's solvency.

E. Limitation of Liability. 1. Johnson Controls is not an insurer. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Services, System and Equipment provided and are unrelated to the value of Customer's property, the property of others located in Customer's premises, or any risk of loss on Customer's premises. 2. Johnson Controls' services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. Johnson Controls MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Accordingly, Johnson Controls and its suppliers do not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not Johnson Controls nor its suppliers. Insurance, if any, covering such risk shall be obtained by Customer. Neither of Johnson Controls nor its suppliers shall have any liability for loss, damage or injury due directly or indirectly to events, or the consequences therefrom, which the System or Services are intended to detect or avert. Customer shall look exclusively to its insurer and not to Johnson Controls or its suppliers to pay Customer in the event of any such loss, damage or injury. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Johnson Controls and its suppliers arising as a result of paying any claim for loss, damage or injury of Customer or another person.

3. If notwithstanding the provisions of this Section E, Johnson Controls and/or one or more of its suppliers are found liable for loss, damage or injury under any legal theory due to a failure of the Services, System or Equipment in any respect, the liability of Johnson Controls and its suppliers shall be limited to a sum equal to 10% of the Annual Service Charge or \$1,000, whichever is greater, as agreed upon damages and not as a penalty, as Customer's sole remedy. This will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from Johnson Controls' or its suppliers' failure to perform any of its obligations under this Agreement. If Customer requests, Johnson Controls may assume greater liability by attaching a Rider to this Agreement stating the extent of Johnson Controls' additional liability and the additional charges Customer will pay for Johnson Controls' assumption of such greater liability. However, such additional charges are not insurance premiums and Johnson Controls is not an insurer even if it enters into such a Rider.

4. The provisions of this Section E shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to Johnson Controls' or its suppliers' performance or nonperformance of their respective obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of Johnson Controls, its suppliers, agents or employees.

If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against Johnson Controls or its suppliers in any way relating to the Services, System or Equipment that are the subjects of this Agreement, then Customer shall indemnify and hold Johnson Controls and its suppliers harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

5. No suit or action shall be brought against Johnson Controls or its suppliers, agents, employees, subsidiaries, affiliates or parents (both direct and indirect) more than one year after the incident that resulted in the loss, injury or damage occurred. Except as provided for herein, Johnson Controls' claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. 6. The provisions of this Section E shall apply to and benefit Johnson Controls and its agents, employees, contractors, subsidiaries, affiliates, parents (both direct and indirect), vendors, suppliers and affinity marketers. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, then that department or other organization may also invoke the provisions of this Section E against any claims due to any failure of such department or organization. Johnson Controls and its suppliers are not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. 1. Other Charges; Remedies; Default; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 2. Termination. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Johnson Controls and will give Johnson Controls, without prejudice to any other right or remedy, the right to without notice: (a) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Johnson Controls' obligations under and/or terminate this Agreement and; (b) to charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (c) pay all of Johnson Controls' costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. Johnson Controls' election to continue providing future Services does not, in any way, diminish Johnson Controls' right to terminate or suspend Services or exercise any or all rights or remedies under this Agreement. Johnson Controls shall not be liable for any damages, claims, expenses or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring Services or Johnson Controls otherwise performs Services at the premises following suspension, those Services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Johnson Controls' efforts to collect payment, Customer shall immediately notify Johnson Controls in writing and explain the basis of the dispute. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. 3. If either party fails to perform any of its material obligations under this Agreement, the other party shall

provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination. 4. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement, or the affected portions, and discontinue any Service(s), at its sole discretion, upon notice to Customer if: (a) Johnson Controls' central monitoring center ("CMC") or remote operations center or either of these centers is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the municipal fire or police department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the Equipment or system not covered under the Warranty or Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in System malfunction; (d) the premises in which the Equipment or system is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls' performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, Equipment, or products (including component parts and/or materials) or because Johnson Controls or its supplier(s) has discontinued the manufacture or the sale of the Equipment and/or products or is no longer in the business of providing the Services; (f) Johnson Controls' performance of its obligations are prohibited because of changes in applicable laws, regulations or codes; (g) Customer fails to make payments when due; (h) in the event Johnson Controls is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement; (i) Customer fails to maintain any required licenses or permits; (j) Johnson Controls receives an excessive number of false alarms. In addition, if the Equipment or system continuously sends signals that Johnson Controls reasonably determines to be false or excessive, the Customer will be responsible for additional costs and fees incurred by Johnson Controls in receiving and/or responding to these signals. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination. Client located in Quebec expressly waives its right to terminate the Agreement unilaterally as provided under section 2125 of the Quebec Civil Code and understands that it must maintain the Services for the Initial Term and any renewal term. Johnson Controls may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Johnson Controls' performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the Canadian Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of Canada or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third-party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. Johnson Controls assumes no liability for delays in installation of the Equipment or for the consequences therefrom, however caused. Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Johnson Controls to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Johnson Controls, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Johnson Controls. If Johnson Controls' performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Johnson Controls shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Johnson Controls is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Johnson Controls will be entitled to extend the relevant completion date by the amount of time that Johnson Controls was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Johnson Controls' cost to perform the services, Customer is obligated to reimburse Johnson Controls for such increased costs, including, without limitation, costs incurred by Johnson Controls for additional labor, inventory storage, expedited shipping fees, trailer and

equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Johnson Controls in connection with the Force Majeure Event.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Digital Enabled Services, Software and Hosted Software Services. If Johnson Controls provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Johnson Controls' cloud-hosted software applications. Customer consents to and grants Johnson Controls right to collect, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Johnson Controls products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Johnson Controls secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Johnson Controls software and related equipment installed at Customer facilities and Johnson Controls cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Johnson Controls Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Johnson Controls' standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Johnson Controls General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the Johnson Controls Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Johnson Controls and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

N. Audio Enabled Devices. Customer acknowledges and agrees that Customer's decision to install and/or activate security equipment with audio recording and/or monitoring capability ("Audio Enabled Devices") is based solely on Customer's own independent business judgment or knowledge of applicable law. Johnson Controls does not recommend, endorse, or render an opinion, legal or otherwise regarding such decision. Certain laws may limit or preclude the use of Audio Enabled Devices in Customer's premises. It is the responsibility of the Customer to know and fully comply with all applicable laws, including but not limited to any or all requirements that clear and conspicuous notice be provided concerning the use of Audio Enabled Devices in Customer's premises. In providing, installing and/or activating such Audio Enabled Devices, Johnson Controls is relying on Customer's representations and agreements and the terms set forth in this Agreement shall fully apply.

O. Privacy. 1. Johnson Controls as Processor: Where Johnson Controls factually acts as Processor of Personal Data (as defined therein) on behalf of Customer, the terms at www.johnsoncontrols.com/dpa shall apply. 2. Johnson Controls as Controller: Johnson Controls will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Johnson Controls' Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Johnson Controls' Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

P. English and French Clause. This Agreement has been drawn up in English at the request of and with the full concurrence of the Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

Q. Choice of Law/Forum.

Johnson Controls shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. This Agreement shall be governed by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non convenience. In the event the matter is submitted to a court, Johnson Controls and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Johnson Controls, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Johnson Controls' reasonable collection costs (including legal fees and expenses).



COMMERCIAL SALES AGREEMENT

TOWN NO.
00013-LONDON

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-8WCFJ0Z

ADDITIONAL TERMS AND CONDITIONS

DATE: 2/15/2025

Tyco Integrated Fire & Security Canada, Inc. o/a Johnson Controls ("Johnson Controls")

Yatindra Mishra
2400 Skymark Drive,
Mississauga, ON L4W 5K5
Tele. No. (647) 764-6255

Town of Goderich
d/b/a:
("Customer")

Customer Billing Information
180 CAMBRIA RD N,
GODERICH, ON N7A 4N8
Attn: John Dobbie
Tele. No.

Customer Premises Served
180 CAMBRIA RD N,
GODERICH, ON N7A 4N8
Attn:
Tele. No.

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

TYCO INTEGRATED FIRE & SECURITY CANADA, INC. O/A JOHNSON CONTROLS

Presented by: Yatindra Mishra
(Signature of Johnson Controls Sales Representative)

Sales Agent: Yatindra Mishra
Sales Representative Registration Number (if applicable): _____

CUSTOMER: The Corporation of the Town of Goderich

Accepted By: _____
Trevor Bazinet Andrea Fisher

Trevor Bazinet & Andrea Fisher

(Name Printed)

Title: Mayor and Clerk

Date Signed: April 7, 2025



COMMERCIAL SALES AGREEMENT

TOWN NO.
00013-LONDON

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-8VWHJBN

DATE: 2/15/2025

Tyco Integrated Fire & Security Canada, Inc. o/a Johnson Controls ("Johnson Controls")
Yatindra Mishra
2400 Skymark Drive,
Mississauga, ON L4W 5K5
Tele. No. (647) 764-6255

Town of Goderich
d/b/a:
("Customer")
Customer Billing Information
57 West Street,
Goderich, ON N7A 2K3
Attn: John Dodie
Tele. No.

Customer Premises Served
52 MONTREAL ST,
GODERICH, ON N7A 2G4
Attn:
Tele. No.

This Commercial Sales Agreement is between Customer and Tyco Integrated Fire & Security Canada, Inc. o/a Johnson Controls ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) Scope of Work ("SOW"). This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

I. THE FOLLOWING DOCUMENTS, IF APPLICABLE ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- (a) Hazardous Substance Checklist and Customer Letter
- (b) Scope of Work
- (c) Terms and Conditions
- (d) Additional Terms and Conditions
- (e) Provincial Specific Forms, if applicable (e.g., local permit applications)
- (f) CAF Customer Installation Acceptance Form (specific to Equipment/Services purchased)
- (g) If multiple locations, see attached schedule

II. CHARGES AND FEES; TAXES:

a. **Equipment Installation.** Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values set forth herein. If the schedule of values includes an upfront installation deposit, it will be paid within 30 days of contract signing. Johnson Controls will not commence work until such deposit has been received. The remaining portion of the total installation charge for installation and commissioning will be progress billed monthly through completion of the job. Company progress-based billing can include progress payments for materials, goods, and equipment (ordered, delivered, or stored), and for any pre-design, engineering, installation work or Services. The proposed total installation charge is contingent upon Customer agreeing to these payment and invoicing terms. Any outstanding Installation Charges and/or fees shall be due and payable as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the Statement of Work must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. Until Customer has paid Johnson Controls the Total Installation Charge and fees, and taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all proceeds thereof to secure such payment.

b. **Services.** Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance (the "Annual Service Charges"). Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year.

c. **Term.** The initial term of this Agreement shall be 5 year(s) (the "Initial Term") and shall commence on the date of this Agreement and continue as set forth herein. After the Initial Term, this Agreement will automatically renew for successive terms equal to the same length as the Initial Term unless the Customer or Johnson Controls gives written notice to the other that it does not want to renew at least sixty (60) days before the end of the then-current term (each a "Renewal Term"). The Initial Term and any Renewal Term may be referred to herein as the "Term." If this Agreement is renewed, Johnson Controls will provide Customer with notice of any adjustments in the Charges, fees and/or taxes applicable to the Renewal Term. Unless Customer terminates the Agreement at least sixty (60) days prior to the start of such Renewal Term, the adjusted Charges, fees and/or taxes will be the Charges, fees and taxes for the Renewal Term. Customer agrees to issue and send a purchase order to Johnson Controls at least thirty (30) days prior to expiration of the Initial Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to Johnson Controls. No purchase order is required for any emergency work requested by Customer. Customer shall have no right to reject such invoices due to the lack of a purchase order. For termination prior to the end of the Term, Customer agrees to pay Johnson Controls, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Customer shall provide Johnson Controls with reasonable access to the premises to remove any Johnson Controls property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that Johnson Controls may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

d. **Pricing and Taxes.** If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Notwithstanding any other term in this Agreement, Johnson Controls may increase prices upon notice to Customer to reflect increases in material and labor costs. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to Johnson Controls and the applicable taxing authorities. If Johnson Controls is required to pay any such Taxes or other charges, Customer shall reimburse Johnson Controls on demand. If any such exemption certificate is invalid, then Customer will immediately pay Johnson Controls the amount of the Taxes, plus penalties and interest. Prices may be adjusted by Johnson Controls prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s). Customer agrees to pay any fees or charges imposed by any government body, telephone, communication, or signal transmission company or administration fees or service charges assessed against or by Johnson Controls related to AHJ requirements and/or changes to applicable laws relating to the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement. This Agreement is entered into with the understanding that the Services to be provided by Johnson Controls are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Johnson Controls, Johnson Controls reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Customer shall provide financial information requested by Johnson Controls to verify Customer's ability to pay for goods or services. Work performed on a time and material basis shall be at the then-prevailing Johnson Controls rate for material, labor, and related items, in effect at the time supplied under this Agreement.

e. **Invoicing.** Pricing is based upon the billing and payment terms set forth in this Agreement. Fees and other amounts due hereunder are due thirty (30) days from the date of the invoice, which shall be paid by Customer via ACH/EFT bank transfer. Such payment is a condition precedent to Johnson Controls' obligation to perform Services under the Agreement. Any invoice disputes are waived unless identified in writing by Customer within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. If Customer fails to provide financial information or if Johnson Controls, in its sole discretion has grounds to question Customer's ability or willingness to make payments when due (e.g. not making payments when due, late payments, or a reduction in Customer's credit score), Johnson Controls may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Johnson Controls may have against Customer, Johnson Controls shall provide Customer with advance written notice of changes to payment terms..

III. **ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE:** This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, SOW or other document issued by Customer. Any changes must be mutually agreed to in writing by the authorized representatives of the Customer and Johnson Controls. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within thirty (30) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the

premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE. THIS AGREEMENT IS CONTINGENT ON CREDIT APPROVAL, WHICH MAY BE CHECKED AT JOHNSON CONTROLS' DISCRETION AND REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. SHOULD CREDIT AND/OR APPROVAL BE DECLINED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS' ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.



COMMERCIAL SALES AGREEMENT

TOWN NO.
00013-LONDON

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-8VWHJBN

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL
HERE _____

TYCO INTEGRATED FIRE & SECURITY CANADA, INC. O/A JOHNSON CONTROLS

CUSTOMER: _____

Presented by: Yatindra Mishra
(Signature of Johnson Controls Sales Representative)

Accepted By: _____
(Signature of Customer's Authorized Representative)

Sales Agent: Yatindra Mishra

(Name Printed)

Title: _____

Date Signed: _____

CUSTOMER ACCEPTANCE

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 Agreement

YES: Single PO Required for Initial Term

Annual PO Required

ANSC PO Required Yearly (ANSC = Annual Service Charge)

AR Invoice are accepted via e-mail: YES: Email address to be used: _____

NO: Please submit invoices via mail NO: Please submit via _____

[Remainder of Page Left Intentionally Blank]



COMMERCIAL SALES AGREEMENT

TOWN NO.
00013-LONDON

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-8VWHJBN

SCOPE OF WORK

IV. SCOPE OF WORK ("SOW"): Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Johnson Controls Owned - Johnson Controls may remove or upon written notice to the Customer, abandon in whole or in part, all devices, instruments, appliances, cabinets, and other materials associated with the system, upon termination of this agreement, without obligation to repair or redecorate any portion of the Customer's premises upon such removal, and the removal or abandonment of such materials shall not be held to constitute a waiver of the right of Johnson Controls to collect any charges which have been accrued or may be accrued hereunder.

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:
Video Surveillance Services:
Managed Access Control Services:
Video Equipment:
Preventive Maintenance/Inspection:
Additional Services:

Fire System Monitoring
No Service Selected
No Service Selected
No Service Selected
Other System Expert Maintenance, Fire Annual Inspection (Hardware Only)
IP Communication (Primary) with Cell Backup, Proactive Battery Replacement Service

C. Equipment to be Installed ("Equipment"): Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(es). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facilities as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's communications facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) providing and installing software/firmware required by the Equipment; (v) performing testing as required to establish that the Equipment is connected, is functioning according to its specifications, and is communicating over Customer's communications facilities; and (vi) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	DSC NEOControlPanelKit.ContainsoneHS2032NKcontrolpanel,oneHS2LCDFullMessageLCDHardwiredKeypadandoneT	
1	This item identifies the estimate as Standard and NOT PART of Technology Refresh of older Tech	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount:	\$1,510.00
* Estimated Tax(es):	\$0.00
TOTAL INSTALLATION CHARGE:	\$1,510.00
Installation Deposit Amount:	\$906.00

Planned Monthly Progress Billing Schedule of Values	
Description	%
Deposit/Advance Payment/Mobilization	60%
Monthly Progress Billing (Installation/Commissioning)	40%

2. Annual Service Charge:

Annual Service Charge Amount:	\$1,216.58
* Estimated Tax(es):	\$0.00
TOTAL ANNUAL SERVICE CHARGE:	\$1,216.58

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

E. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: John Dobie <jdobie@goderich.ca>; Facilities Service Manager Sales rep : Yatindra Mishra, 416-550-1948, yatindra.mishra@jci.com

System Operation: Existing Fire monitoring system on PC1864 to be upgraded to DSC Neo Fire monitoring kit. Call list to remain same. Please use existing cabling.

Programming Info: Standard BA programming.

Site Conditions:

Existing Equipment: PC1864

Customer Expectations:

Training Expectations: Please train the client on using the system.

General Comments:

Customer Responsibilities / Johnson Controls Exclusions: "Client to supply 1 AC 110V GFI outlet beside control on dedicated breaker to hardwire TIFS Supplied transformer into outlet. Operating telco line at location of head end equipment. If signal from cell device that is hooked up to TIFS monitoring panel is not strong enough then extra charges to apply to solve problem. Coordinate with manager on duty. To make passage and work spaces clear prior to starting work or bringing equipment. Utilize all existing devices/equipment where possible. TIF&S is not responsible for patch work and redecorating."

Documentation Needs:

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V. Customer and Johnson Controls agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification ("Alarm Monitoring") Services. 1. If Customer has purchased alarm monitoring service that includes response by police, fire department, guard, medical emergency notification or two way voice monitoring services and such an alarm is received at JCI's CMC, then JCI may, in its sole discretion or if required by law, attempt to contact Customer and/or anyone Customer has identified on Customer's Emergency Contact List ("ECL") to confirm that the alarm is not false. If JOHNSON CONTROLS does not contact Customer or someone on Customer's ECL or, if JOHNSON CONTROLS questions the response received upon such contact, then: (a) JOHNSON CONTROLS will attempt to notify the appropriate police or fire department; or, (b) if Guard Response Service is being provided and an alarm requires police response, JOHNSON CONTROLS will attempt to dispatch a representative to make an investigation of the exterior of the premises from his/her vehicle and, upon evidence of a crime, JOHNSON CONTROLS will attempt to notify the appropriate police department. Customer agrees that JOHNSON CONTROLS will have no liability pertaining to the recording (or failure to record) or publication of any communications, Internet, or other Video recordings or the quality of such recordings, if any. If JOHNSON CONTROLS provides supervisory alarm or trouble alarm monitoring services (or if such services are actively programmed into the System) and such an alarm is received at JOHNSON CONTROLS's CMC, JOHNSON CONTROLS may attempt to notify Customer's designated representative. JOHNSON CONTROLS may use an automated calling device to deliver such notification. 2. The installed Equipment may not operate with other companies' alarm monitoring equipment. If Customer cancels any Service, this incompatibility may prevent Customer from continuing to use the installed Equipment. Customer understands that local laws, ordinances or governmental policies may restrict and/or limit JOHNSON CONTROLS's ability to provide alarm monitoring and notification services and/or necessitate modified or additional services and expense to Customer. 3. Customer understands that JOHNSON CONTROLS may employ any number of industry-recognized measures to help reduce occurrences of false alarms. These measures include, but are not limited to, implementation of default settings on alarm panels and various procedures at JOHNSON CONTROLS's CMC to determine when and how to respond, if at all, to certain alarm events. Customer consents to the use of these measures and agrees these measures can result in no alarm signal being sent from an alarm zone in Customer's premises after the initial activation until the Customer manually resets the system. Customer understands that, upon receiving notification that an alarm signal has been received by JOHNSON CONTROLS, the police department, fire department or other responding authority may forcibly enter my premises. 4. Intrusion detection/burglar alarm equipment may require activation of two sensors, or a second activation of a single sensor, or activation of a continuous alarm event from a single sensor to meet the requirements of local laws, ordinances or other requirements of the police department. Customer is solely responsible for operating on-premises bypass or switch units to disconnect or reconnect the alarm sounding or transmitting equipment. 5. If such service is available/required in Customer's location a "Direct Connection" may be made to the Customer's police, fire department, or other agency, and signals transmitted by the System will be monitored directly by such police, fire department, or other agency personnel (collectively, "Municipal Personnel"), none of whom are agents of JOHNSON CONTROLS. JOHNSON CONTROLS does not assume any responsibility or liability for the manner in which such signals are monitored or the response, if any, made by such Municipal Personnel to such signals. 6. If Customer chooses a JOHNSON CONTROLS approved cellular back-up service, alarm signals may be transmitted to JOHNSON CONTROLS's CMC from Customer's premises over a cellular communications network if Customer's traditional telephone service is interrupted. 6. 5 day Familiarization Period. If a 5 day familiarization period is required by Law and/or is requested by Customer and agreed to by JOHNSON CONTROLS for Customer to become familiar with system operation, Customer agrees that during the 5 day period that immediately follows the completion of the installation and connection to JOHNSON CONTROLS's CMC, JOHNSON CONTROLS has no obligation and will not respond to any signal (including an alarm signal) received at JOHNSON CONTROLS's CMC from Customer's Premises. Customer also agrees that during this period, JOHNSON CONTROLS has no obligation and will not attempt to notify any authorities, Customer or persons on Customer's ECL or take any other action in respect of a signal.

A.2. Communication Facilities. (a) Authorization. To facilitate Johnson Controls' ability to provide Service under this Agreement, Johnson Controls to request information, service, or equipment in any respect on behalf of Customer to Customer's telephone service provider, wireless carrier, or other entity providing communication facilities or services for transmission of alarm signals (the "TeleCo"). (b) Digital Communicator. If a Digital Communicator is used to connect to Johnson Controls' CMC, Customer will provide a connection through a telephone jack to Customer's TeleCo service as required to operate the System, Equipment, or to provide the Service. Such connection will be electrically first before any other telephone or Customer equipment, and will be located within 10 feet of the alarm/control panel. Johnson Controls will provide such connection at Customer's request and expense. (c) General. Customer understands that: (a) The TeleCo's liability is limited to the same extent as JCI's liability in Paragraph E of this Agreement; (b) JCI will not receive alarm signals, voice data or images (collectively "alarm signals") when the communication mode is not operating or has been cut, interfered with or is otherwise damaged, or if the alarm system is unable to acquire, transmit or maintain an alarm signal over the Customer's communication mode for any reason; (c) Customer acknowledges that any decision to use a non-approved TeleCo service as the means for transmitting alarm signals is based on Customer's own independent business judgment and that such decision is made without any assistance or recommendation from JCI. If JCI determines in its sole discretion that Customer's communication mode is, or later becomes non-compatible, or if Customer changes to another communication mode that is non-compatible, then Customer must put in place an alternate mode of communication between Customer's alarm system and JCI's CMC that is acceptable to JCI; (d) Transmission of fire alarm signals by means other than a traditional telephone line may not comply with applicable fire alarm or other standards or codes, and it is solely Customer's obligation to ensure compliance with such standards and codes; (e) If the alarm system has a line-cut feature, it may not always be able to detect if my communication line is cut or interrupted. JOHNSON CONTROLS' RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN CUSTOMER'S PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JOHNSON CONTROLS CMC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELECO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELECO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELECO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELECOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JOHNSON CONTROLS' ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELECO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JOHNSON CONTROLS WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELECO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELECO SERVICE'S DATA FORMAT AFTER JOHNSON CONTROLS' INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELECO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JOHNSON CONTROLS' CMC. IF Johnson Controls DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS COMPATIBLE, Johnson Controls WILL PERMIT CUSTOMER TO USE ITS TELECO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS. ALTHOUGH CUSTOMER UNDERSTANDS THAT Johnson Controls RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO Johnson Controls' CMC REGARDLESS OF THE TYPE OF TELECO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF Johnson Controls DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELECO SERVICE THAT IS NOT COMPATIBLE, THEN Johnson Controls WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO Johnson Controls AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO Johnson Controls' CMC. Johnson Controls WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELECO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELECO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELECO SERVICE IS INTERRUPTED, AND THAT Johnson Controls MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELECO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELECO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF Johnson Controls. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELECO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELECO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

A.3.1. Enhanced Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.2. Expert Maintenance Service Plan ("Expert Maintenance"). 1. If Expert Maintenance is purchased, Johnson Controls will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under Expert Maintenance and any requested service will be provided on a time and materials

basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) "Conditions" not covered by Warranty shown below. Customer shall pay for any related labor and/or materials for such work at Johnson Controls' then applicable rates. Additional charges may apply for service requiring the use of a lift. Johnson Controls' obligation to perform Expert Maintenance service relates solely to the covered Equipment. 2. If Expert Maintenance is not purchased prior to the expiration of the Equipment Warranty, Johnson Controls will provide such Expert Maintenance only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Johnson Controls' specifications and/or the standards set by applicable law. 3. Expert Maintenance will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Expert Maintenance performed outside of these hours is subject to additional charges. Provision of Expert Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer ("OEM"). 4. The expense of all extraordinary maintenance and repair necessitated by or due to changes or alterations in the Customer's premises, alterations to the Covered System made by or at the request of Customer, or made necessary by damage to the premises or to the Covered System, or to any cause beyond the control of JOHNSON CONTROLS, will be borne by the Customer.

A.3.3. Optimum Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.4. Essential Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.4. Testing/Inspections Service ("T/I"). If T/I Service is purchased, Johnson Controls will provide the number of inspections/tests on the covered Equipment as specified in this Agreement. Such T/I Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays/T/I Service performed outside of these hours is subject to additional charges.). If the Customer's facility is located more than 50 kilometers away from a Johnson Controls location, Customer will pay for travel, accommodation, and related costs at Johnson Controls' then applicable rates.

A.5. Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.7. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.8. Hosted Access. Intentionally left blank - Services have not been purchased.

A.9. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.10. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.10. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.11. Software Support Services – No Upgrades. Intentionally left blank - Services have not been purchased.

A.12. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank – Lynx System/Services have not been purchased.

A.13. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.

A.14. Proactive Health Services. Intentionally left blank - Services have not been purchased.

A.15. Halo Smart Sensor System. Intentionally left blank - System have not been purchased.

A.16. CloudVue Service. Intentionally left blank - Services have not been purchased.

A.17. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.

A.18. Sabre Systems Service. Intentionally left blank - Services have not been purchased.

A.19. Cantronics Telethermographic Device. Intentionally left blank - Services have not been purchased.

A.20. Digital Barriers Telethermographic System. Intentionally left blank - Services have not been purchased.

A.21. Qolsys Panel. Intentionally left blank - Panel have not been purchased.

A.23. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.24. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Training Services.

B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.

3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.

4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE. Johnson Controls makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

5. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Johnson Controls, such as suggestions as to design use and suitability of the Equipment and products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that Johnson Controls is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of the Equipment or products. Customer assumes exclusive responsibility for determining if the Equipment and products supplied by

Johnson Controls are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the Equipment or products.

C. System Requirements, Miscellaneous. The following provisions apply to all Systems, Equipment, or Services installed or furnished by Johnson Controls under this Agreement. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories of Canada. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 4. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation.

7. Closed Circuit Television ("CCTV")/Video Equipment. Intentionally left blank – no CCTV/Video Equipment has been purchased.

D. Electronic Media; Personal Information; 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consent of the third parties, whose personal information Customer has provided to Johnson Controls, to use such information for the administration of Customer's account and as provided in this Agreement. Customer consents to Johnson Controls' collection, use, disclosure and transfer of Customer's personal information and that of third parties provided by Customer, including the use of service providers outside of Canada, for the purposes of setting up and administering the Services provided under this Agreement as well as administering the relationship between Customer and Johnson Controls (including credit approval, invoicing, collection and providing you with information on new equipment or services). Johnson Controls may collect (including Customer's consent to record telephone conversations), use, disclose and transfer Customer's personal information and that of third parties provided by Customer to Johnson Controls' parents, affiliates, subsidiaries and successor corporations or any subcontractor or assignee of this Contract within or outside Canada and thereby subject such information to the laws of such countries or any applicable authority having jurisdiction that requests such information to administer alarm monitoring services or alarm system license, permit or similar programs. Customer hereby consents to Johnson Controls performing commercially reasonable credit reference verifications and authorizes Johnson Controls or its service provider or assignee of this Agreement to consult third parties for credit reports or recommendations as to Customer's solvency.

E. Limitation of Liability. 1. Johnson Controls is not an insurer. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Services, System and Equipment provided and are unrelated to the value of Customer's property, the property of others located in Customer's premises, or any risk of loss on Customer's premises. 2. Johnson Controls' services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. Johnson Controls MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Accordingly, Johnson Controls and its suppliers do not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not Johnson Controls nor its suppliers. Insurance, if any, covering such risk shall be obtained by Customer. Neither of Johnson Controls nor its suppliers shall have any liability for loss, damage or injury due directly or indirectly to events, or the consequences therefrom, which the System or Services are intended to detect or avert. Customer shall look exclusively to its insurer and not to Johnson Controls or its suppliers to pay Customer in the event of any such loss, damage or injury. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Johnson Controls and its suppliers arising as a result of paying any claim for loss, damage or injury of Customer or another person.

3. If notwithstanding the provisions of this Section E, Johnson Controls and/or one or more of its suppliers are found liable for loss, damage or injury under any legal theory due to a failure of the Services, System or Equipment in any respect, the liability of Johnson Controls and its suppliers shall be limited to a sum equal to 10% of the Annual Service Charge or \$1,000, whichever is greater, as agreed upon damages and not as a penalty, as Customer's sole remedy. This will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from Johnson Controls' or its suppliers' failure to perform any of its obligations under this Agreement. If Customer requests, Johnson Controls may assume greater liability by attaching a Rider to this Agreement stating the extent of Johnson Controls' additional liability and the additional charges Customer will pay for Johnson Controls' assumption of such greater liability. However, such additional charges are not insurance premiums and Johnson Controls is not an insurer even if it enters into such a Rider.

4. The provisions of this Section E shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to Johnson Controls' or its suppliers' performance or nonperformance of their respective obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of Johnson Controls, its suppliers, agents or employees.

If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against Johnson Controls or its suppliers in any way relating to the Services, System or Equipment that are the subjects of this Agreement, then Customer shall indemnify and hold Johnson Controls and its suppliers harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

5. No suit or action shall be brought against Johnson Controls or its suppliers, agents, employees, subsidiaries, affiliates or parents (both direct and indirect) more than one year after the incident that resulted in the loss, injury or damage occurred. Except as provided for herein, Johnson Controls' claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. 6. The provisions of this Section E shall apply to and benefit Johnson Controls and its agents, employees, contractors, subsidiaries, affiliates, parents (both direct and indirect), vendors, suppliers and affinity marketers. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, then that department or other organization may also invoke the provisions of this Section E against any claims due to any failure of such department or organization. Johnson Controls and its suppliers are not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. 1. Other Charges; Remedies; Default; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 2. Termination. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Johnson Controls and will give Johnson Controls, without prejudice to any other right or remedy, the right to without notice: (a) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Johnson Controls' obligations under and/or terminate this Agreement and; (b) to charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (c) pay all of Johnson Controls' costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. Johnson Controls' election to continue providing future Services does not, in any way, diminish Johnson Controls' right to terminate or suspend Services or exercise any or all rights or remedies under this Agreement. Johnson Controls shall not be liable for any damages, claims, expenses or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring Services or Johnson Controls otherwise performs Services at the premises following suspension, those Services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Johnson Controls' efforts to collect payment, Customer shall immediately notify Johnson Controls in writing and explain the basis of the dispute. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. 3. If either party fails to perform any of its material obligations under this Agreement, the other party shall

provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination. 4. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement, or the affected portions, and discontinue any Service(s), at its sole discretion, upon notice to Customer if: (a) Johnson Controls' central monitoring center ("CMC") or remote operations center or either of these centers is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the municipal fire or police department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the Equipment or system not covered under the Warranty or Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in System malfunction; (d) the premises in which the Equipment or system is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls' performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, Equipment, or products (including component parts and/or materials) or because Johnson Controls or its supplier(s) has discontinued the manufacture or the sale of the Equipment and/or products or is no longer in the business of providing the Services; (f) Johnson Controls' performance of its obligations are prohibited because of changes in applicable laws, regulations or codes; (g) Customer fails to make payments when due; (h) in the event Johnson Controls is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement; (i) Customer fails to maintain any required licenses or permits; (j) Johnson Controls receives an excessive number of false alarms. In addition, if the Equipment or system continuously sends signals that Johnson Controls reasonably determines to be false or excessive, the Customer will be responsible for additional costs and fees incurred by Johnson Controls in receiving and/or responding to these signals. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination. Client located in Quebec expressly waives its right to terminate the Agreement unilaterally as provided under section 2125 of the Quebec Civil Code and understands that it must maintain the Services for the Initial Term and any renewal term. Johnson Controls may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Johnson Controls' performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the Canadian Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of Canada or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third-party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. Johnson Controls assumes no liability for delays in installation of the Equipment or for the consequences therefrom, however caused. Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Johnson Controls to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Johnson Controls, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Johnson Controls. If Johnson Controls' performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Johnson Controls shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Johnson Controls is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Johnson Controls will be entitled to extend the relevant completion date by the amount of time that Johnson Controls was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Johnson Controls' cost to perform the services, Customer is obligated to reimburse Johnson Controls for such increased costs, including, without limitation, costs incurred by Johnson Controls for additional labor, inventory storage, expedited shipping fees, trailer and

equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Johnson Controls in connection with the Force Majeure Event.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Digital Enabled Services, Software and Hosted Software Services. If Johnson Controls provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Johnson Controls' cloud-hosted software applications. Customer consents to and grants Johnson Controls right to collect, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Johnson Controls products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Johnson Controls secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Johnson Controls software and related equipment installed at Customer facilities and Johnson Controls cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Johnson Controls Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Johnson Controls' standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Johnson Controls General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the Johnson Controls Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Johnson Controls and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

N. Audio Enabled Devices. Customer acknowledges and agrees that Customer's decision to install and/or activate security equipment with audio recording and/or monitoring capability ("Audio Enabled Devices") is based solely on Customer's own independent business judgment or knowledge of applicable law. Johnson Controls does not recommend, endorse, or render an opinion, legal or otherwise regarding such decision. Certain laws may limit or preclude the use of Audio Enabled Devices in Customer's premises. It is the responsibility of the Customer to know and fully comply with all applicable laws, including but not limited to any or all requirements that clear and conspicuous notice be provided concerning the use of Audio Enabled Devices in Customer's premises. In providing, installing and/or activating such Audio Enabled Devices, Johnson Controls is relying on Customer's representations and agreements and the terms set forth in this Agreement shall fully apply.

O. Privacy. 1. Johnson Controls as Processor: Where Johnson Controls factually acts as Processor of Personal Data (as defined therein) on behalf of Customer, the terms at www.johnsoncontrols.com/dpa shall apply. 2. Johnson Controls as Controller: Johnson Controls will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Johnson Controls' Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Johnson Controls' Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

P. English and French Clause. This Agreement has been drawn up in English at the request of and with the full concurrence of the Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

Q. Choice of Law/Forum.

Johnson Controls shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. This Agreement shall be governed by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non convenience. In the event the matter is submitted to a court, Johnson Controls and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Johnson Controls, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Johnson Controls' reasonable collection costs (including legal fees and expenses).



COMMERCIAL SALES AGREEMENT

TOWN NO.
00013-LONDON

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-8WCHA7F

DATE: 2/15/2025

Tyco Integrated Fire & Security Canada, Inc. o/a Johnson Controls ("Johnson Controls")
Yatindra Mishra
2400 Skymark Drive,
Mississauga, ON L4W 5K5
Tele. No. (647) 764-6255

Town of Goderich
d/b/a:
("Customer")
Customer Billing Information
190 SUNCOAST DR E,
GODERICH, ON N7A 4N4
Attn:
Tele. No.

Customer Premises Served
190 SUNCOAST DR E,
GODERICH, ON N7A 4N4
Attn:
Tele. No.

This Commercial Sales Agreement is between Customer and Tyco Integrated Fire & Security Canada, Inc. o/a Johnson Controls ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) Scope of Work ("SOW"). This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

I. THE FOLLOWING DOCUMENTS, IF APPLICABLE ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- (a) Hazardous Substance Checklist and Customer Letter
- (b) Scope of Work
- (c) Terms and Conditions
- (d) Additional Terms and Conditions
- (e) Provincial Specific Forms, if applicable (e.g., local permit applications)
- (f) CAF Customer Installation Acceptance Form (specific to Equipment/Services purchased)
- (g) If multiple locations, see attached schedule

II. CHARGES AND FEES; TAXES:

a. **Equipment Installation.** Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values set forth herein. If the schedule of values includes an upfront installation deposit, it will be paid within 30 days of contract signing. Johnson Controls will not commence work until such deposit has been received. The remaining portion of the total installation charge for installation and commissioning will be progress billed monthly through completion of the job. Company progress-based billing can include progress payments for materials, goods, and equipment (ordered, delivered, or stored), and for any pre-design, engineering, installation work or Services. The proposed total installation charge is contingent upon Customer agreeing to these payment and invoicing terms. Any outstanding Installation Charges and/or fees shall be due and payable as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the Statement of Work must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. Until Customer has paid Johnson Controls the Total Installation Charge and fees, and taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all proceeds thereof to secure such payment.

b. **Services.** Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance (the "Annual Service Charges"). Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year.

c. **Term.** The initial term of this Agreement shall be 5 year(s) (the "Initial Term") and shall commence on the date of this Agreement and continue as set forth herein. After the Initial Term, this Agreement will automatically renew for successive terms equal to the same length as the Initial Term unless the Customer or Johnson Controls gives written notice to the other that it does not want to renew at least sixty (60) days before the end of the then-current term (each a "Renewal Term"). The Initial Term and any Renewal Term may be referred to herein as the "Term." If this Agreement is renewed, Johnson Controls will provide Customer with notice of any adjustments in the Charges, fees and/or taxes applicable to the Renewal Term. Unless Customer terminates the Agreement at least sixty (60) days prior to the start of such Renewal Term, the adjusted Charges, fees and/or taxes will be the Charges, fees and taxes for the Renewal Term. Customer agrees to issue and send a purchase order to Johnson Controls at least thirty (30) days prior to expiration of the Initial Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to Johnson Controls. No purchase order is required for any emergency work requested by Customer. Customer shall have no right to reject such invoices due to the lack of a purchase order. For termination prior to the end of the Term, Customer agrees to pay Johnson Controls, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Customer shall provide Johnson Controls with reasonable access to the premises to remove any Johnson Controls property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that Johnson Controls may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

d. **Pricing and Taxes.** If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Notwithstanding any other term in this Agreement, Johnson Controls may increase prices upon notice to Customer to reflect increases in material and labor costs. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to Johnson Controls and the applicable taxing authorities. If Johnson Controls is required to pay any such Taxes or other charges, Customer shall reimburse Johnson Controls on demand. If any such exemption certificate is invalid, then Customer will immediately pay Johnson Controls the amount of the Taxes, plus penalties and interest. Prices may be adjusted by Johnson Controls prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s). Customer agrees to pay any fees or charges imposed by any government body, telephone, communication, or signal transmission company or administration fees or service charges assessed against or by Johnson Controls related to AHJ requirements and/or changes to applicable laws relating to the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement. This Agreement is entered into with the understanding that the Services to be provided by Johnson Controls are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Johnson Controls, Johnson Controls reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Customer shall provide financial information requested by Johnson Controls to verify Customer's ability to pay for goods or services. Work performed on a time and material basis shall be at the then-prevailing Johnson Controls rate for material, labor, and related items, in effect at the time supplied under this Agreement.

e. **Invoicing.** Pricing is based upon the billing and payment terms set forth in this Agreement. Fees and other amounts due hereunder are due thirty (30) days from the date of the invoice, which shall be paid by Customer via ACH/EFT bank transfer. Such payment is a condition precedent to Johnson Controls' obligation to perform Services under the Agreement. Any invoice disputes are waived unless identified in writing by Customer within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. If Customer fails to provide financial information or if Johnson Controls, in its sole discretion has grounds to question Customer's ability or willingness to make payments when due (e.g. not making payments when due, late payments, or a reduction in Customer's credit score), Johnson Controls may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Johnson Controls may have against Customer, Johnson Controls shall provide Customer with advance written notice of changes to payment terms..

III. **ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE:** This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, SOW or other document issued by Customer. Any changes must be mutually agreed to in writing by the authorized representatives of the Customer and Johnson Controls. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within thirty (30) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the

premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE. THIS AGREEMENT IS CONTINGENT ON CREDIT APPROVAL, WHICH MAY BE CHECKED AT JOHNSON CONTROLS' DISCRETION AND REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. SHOULD CREDIT AND/OR APPROVAL BE DECLINED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS' ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.



COMMERCIAL SALES AGREEMENT

TOWN NO.
00013-LONDON

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-8WCHA7F

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL
HERE _____

TYCO INTEGRATED FIRE & SECURITY CANADA, INC. O/A JOHNSON CONTROLS

CUSTOMER: _____

Presented by: Yatindra Mishra
(Signature of Johnson Controls Sales Representative)

Accepted By: _____
(Signature of Customer's Authorized Representative)

Sales Agent: Yatindra Mishra

(Name Printed)

Title: _____

Date Signed: _____

CUSTOMER ACCEPTANCE

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 Agreement

YES: Single PO Required for Initial Term

Annual PO Required

ANSC PO Required Yearly (ANSC = Annual Service Charge)

AR Invoice are accepted via e-mail: YES: Email address to be used: _____

NO: Please submit invoices via mail NO: Please submit via _____

[Remainder of Page Left Intentionally Blank]



COMMERCIAL SALES AGREEMENT

TOWN NO.
00013-LONDON

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-8WCHA7F

SCOPE OF WORK

IV. SCOPE OF WORK ("SOW"): Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Johnson Controls Owned - Johnson Controls may remove or upon written notice to the Customer, abandon in whole or in part, all devices, instruments, appliances, cabinets, and other materials associated with the system, upon termination of this agreement, without obligation to repair or redecorate any portion of the Customer's premises upon such removal, and the removal or abandonment of such materials shall not be held to constitute a waiver of the right of Johnson Controls to collect any charges which have been accrued or may be accrued hereunder.

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:
Video Surveillance Services:
Managed Access Control Services:
Video Equipment:
Preventive Maintenance/Inspection:
Additional Services:

Fire System Monitoring
No Service Selected
No Service Selected
No Service Selected
Other System Expert Maintenance, Fire Annual Inspection (Hardware Only)
Proactive Battery Replacement Service, IP Communication (Primary) with Cell Backup

C. Equipment to be Installed ("Equipment"): Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(es). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facilities as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's communications facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) providing and installing software/firmware required by the Equipment; (v) performing testing as required to establish that the Equipment is connected, is functioning according to its specifications, and is communicating over Customer's communications facilities; and (vi) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	DSC NEO CONTROL PANEL KIT. CONTAINS ONE HS2032NK CONTROL PANEL, BELL CANADA	
1	This item identifies the estimate as Standard and NOT PART of Technology Refresh of older Tech	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount:	\$1,510.00
* Estimated Tax(es):	\$0.00
TOTAL INSTALLATION CHARGE:	\$1,510.00
Installation Deposit Amount:	\$906.00

Planned Monthly Progress Billing Schedule of Values	
Description	%
Deposit/Advance Payment/Mobilization	60%
Monthly Progress Billing (Installation/Commissioning)	40%

2. Annual Service Charge:

Annual Service Charge Amount:	\$1,216.58
* Estimated Tax(es):	\$0.00
TOTAL ANNUAL SERVICE CHARGE:	\$1,216.58

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

E. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: John Dobie <jdobie@goderich.ca>; Facilities Service Manager Sales rep : Yatindra Mishra, 416-550-1948, yatindra.mishra@jci.com

System Operation: Existing Fire monitoring system on PC1864 to be upgraded to DSC Neo Fire monitoring kit. Call list to remain same. Please use existing cabling.

Programming Info: Standard BA programming.

Site Conditions:

Existing Equipment:

Customer Expectations:

Training Expectations: Please train the client in using the system.

General Comments:

Customer Responsibilities / Johnson Controls Exclusions: "Client to supply 1 AC 110V GFI outlet beside control on dedicated breaker to hardwire TIFS Supplied transformer into outlet. Operating telco line at location of head end equipment. If signal from cell device that is hooked up to TIFS monitoring panel is not strong enough then extra charges to apply to solve problem. Coordinate with manager on duty. To make passage and work spaces clear prior to starting work or bringing equipment. Utilize all existing devices/equipment where possible. TIF&S is not responsible for patch work and redecorating."

Documentation Needs:

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V. Customer and Johnson Controls agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification ("Alarm Monitoring") Services. 1. If Customer has purchased alarm monitoring service that includes response by police, fire department, guard, medical emergency notification or two way voice monitoring services and such an alarm is received at JCI's CMC, then JCI may, in its sole discretion or if required by law, attempt to contact Customer and/or anyone Customer has identified on Customer's Emergency Contact List ("ECL") to confirm that the alarm is not false. If JOHNSON CONTROLS does not contact Customer or someone on Customer's ECL or, if JOHNSON CONTROLS questions the response received upon such contact, then: (a) JOHNSON CONTROLS will attempt to notify the appropriate police or fire department; or, (b) if Guard Response Service is being provided and an alarm requires police response, JOHNSON CONTROLS will attempt to dispatch a representative to make an investigation of the exterior of the premises from his/her vehicle and, upon evidence of a crime, JOHNSON CONTROLS will attempt to notify the appropriate police department. Customer agrees that JOHNSON CONTROLS will have no liability pertaining to the recording (or failure to record) or publication of any communications, Internet, or other Video recordings or the quality of such recordings, if any. If JOHNSON CONTROLS provides supervisory alarm or trouble alarm monitoring services (or if such services are actively programmed into the System) and such an alarm is received at JOHNSON CONTROLS's CMC, JOHNSON CONTROLS may attempt to notify Customer's designated representative. JOHNSON CONTROLS may use an automated calling device to deliver such notification. 2. The installed Equipment may not operate with other companies' alarm monitoring equipment. If Customer cancels any Service, this incompatibility may prevent Customer from continuing to use the installed Equipment. Customer understands that local laws, ordinances or governmental policies may restrict and/or limit JOHNSON CONTROLS's ability to provide alarm monitoring and notification services and/or necessitate modified or additional services and expense to Customer. 3. Customer understands that JOHNSON CONTROLS may employ any number of industry-recognized measures to help reduce occurrences of false alarms. These measures include, but are not limited to, implementation of default settings on alarm panels and various procedures at JOHNSON CONTROLS's CMC to determine when and how to respond, if at all, to certain alarm events. Customer consents to the use of these measures and agrees these measures can result in no alarm signal being sent from an alarm zone in Customer's premises after the initial activation until the Customer manually resets the system. Customer understands that, upon receiving notification that an alarm signal has been received by JOHNSON CONTROLS, the police department, fire department or other responding authority may forcibly enter my premises. 4. Intrusion detection/burglar alarm equipment may require activation of two sensors, or a second activation of a single sensor, or activation of a continuous alarm event from a single sensor to meet the requirements of local laws, ordinances or other requirements of the police department. Customer is solely responsible for operating on-premises bypass or switch units to disconnect or reconnect the alarm sounding or transmitting equipment. 5. If such service is available/required in Customer's location a "Direct Connection" may be made to the Customer's police, fire department, or other agency, and signals transmitted by the System will be monitored directly by such police, fire department, or other agency personnel (collectively, "Municipal Personnel"), none of whom are agents of JOHNSON CONTROLS. JOHNSON CONTROLS does not assume any responsibility or liability for the manner in which such signals are monitored or the response, if any, made by such Municipal Personnel to such signals. 6. If Customer chooses a JOHNSON CONTROLS approved cellular back-up service, alarm signals may be transmitted to JOHNSON CONTROLS's CMC from Customer's premises over a cellular communications network if Customer's traditional telephone service is interrupted. 6. 5 day Familiarization Period. If a 5 day familiarization period is required by Law and/or is requested by Customer and agreed to by JOHNSON CONTROLS for Customer to become familiar with system operation, Customer agrees that during the 5 day period that immediately follows the completion of the installation and connection to JOHNSON CONTROLS's CMC, JOHNSON CONTROLS has no obligation and will not respond to any signal (including an alarm signal) received at JOHNSON CONTROLS's CMC from Customer's Premises. Customer also agrees that during this period, JOHNSON CONTROLS has no obligation and will not attempt to notify any authorities, Customer or persons on Customer's ECL or take any other action in respect of a signal.

A.2. Communication Facilities. (a) Authorization. To facilitate Johnson Controls' ability to provide Service under this Agreement, Johnson Controls to request information, service, or equipment in any respect on behalf of Customer to Customer's telephone service provider, wireless carrier, or other entity providing communication facilities or services for transmission of alarm signals (the "TeleCo"). (b) Digital Communicator. If a Digital Communicator is used to connect to Johnson Controls' CMC, Customer will provide a connection through a telephone jack to Customer's TeleCo service as required to operate the System, Equipment, or to provide the Service. Such connection will be electrically first before any other telephone or Customer equipment, and will be located within 10 feet of the alarm/control panel. Johnson Controls will provide such connection at Customer's request and expense. (c) General. Customer understands that: (a) The TeleCo's liability is limited to the same extent as JCI's liability in Paragraph E of this Agreement; (b) JCI will not receive alarm signals, voice data or images (collectively "alarm signals") when the communication mode is not operating or has been cut, interfered with or is otherwise damaged, or if the alarm system is unable to acquire, transmit or maintain an alarm signal over the Customer's communication mode for any reason; (c) Customer acknowledges that any decision to use a non-approved TeleCo service as the means for transmitting alarm signals is based on Customer's own independent business judgment and that such decision is made without any assistance or recommendation from JCI. If JCI determines in its sole discretion that Customer's communication mode is, or later becomes non-compatible, or if Customer changes to another communication mode that is non-compatible, then Customer must put in place an alternate mode of communication between Customer's alarm system and JCI's CMC that is acceptable to JCI; (d) Transmission of fire alarm signals by means other than a traditional telephone line may not comply with applicable fire alarm or other standards or codes, and it is solely Customer's obligation to ensure compliance with such standards and codes; (e) If the alarm system has a line-cut feature, it may not always be able to detect if my communication line is cut or interrupted. JOHNSON CONTROLS' RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN CUSTOMER'S PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JOHNSON CONTROLS CMC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELECO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELECO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELECO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELECOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JOHNSON CONTROLS' ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELECO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JOHNSON CONTROLS WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELECO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELECO SERVICE'S DATA FORMAT AFTER JOHNSON CONTROLS' INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELECO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JOHNSON CONTROLS' CMC. IF Johnson Controls DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS COMPATIBLE, Johnson Controls WILL PERMIT CUSTOMER TO USE ITS TELECO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS. ALTHOUGH CUSTOMER UNDERSTANDS THAT Johnson Controls RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO Johnson Controls' CMC REGARDLESS OF THE TYPE OF TELECO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF Johnson Controls DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELECO SERVICE THAT IS NOT COMPATIBLE, THEN Johnson Controls WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO Johnson Controls AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO Johnson Controls' CMC. Johnson Controls WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELECO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELECO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELECO SERVICE IS INTERRUPTED, AND THAT Johnson Controls MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELECO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELECO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF Johnson Controls. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELECO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELECO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

A.3.1. Enhanced Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.2. Expert Maintenance Service Plan ("Expert Maintenance"). 1. If Expert Maintenance is purchased, Johnson Controls will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under Expert Maintenance and any requested service will be provided on a time and materials

basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) "Conditions" not covered by Warranty shown below. Customer shall pay for any related labor and/or materials for such work at Johnson Controls' then applicable rates. Additional charges may apply for service requiring the use of a lift. Johnson Controls' obligation to perform Expert Maintenance service relates solely to the covered Equipment. 2. If Expert Maintenance is not purchased prior to the expiration of the Equipment Warranty, Johnson Controls will provide such Expert Maintenance only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Johnson Controls' specifications and/or the standards set by applicable law. 3. Expert Maintenance will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Expert Maintenance performed outside of these hours is subject to additional charges. Provision of Expert Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer ("OEM"). 4. The expense of all extraordinary maintenance and repair necessitated by or due to changes or alterations in the Customer's premises, alterations to the Covered System made by or at the request of Customer, or made necessary by damage to the premises or to the Covered System, or to any cause beyond the control of JOHNSON CONTROLS, will be borne by the Customer.

A.3.3. Optimum Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.4. Essential Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.4. Testing/Inspections Service ("T/I"). If T/I Service is purchased, Johnson Controls will provide the number of inspections/tests on the covered Equipment as specified in this Agreement. Such T/I Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays/T/I Service performed outside of these hours is subject to additional charges.). If the Customer's facility is located more than 50 kilometers away from a Johnson Controls location, Customer will pay for travel, accommodation, and related costs at Johnson Controls' then applicable rates.

A.5. Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.7. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.8. Hosted Access. Intentionally left blank - Services have not been purchased.

A.9. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.10. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.10. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.11. Software Support Services – No Upgrades. Intentionally left blank - Services have not been purchased.

A.12. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank – Lynx System/Services have not been purchased.

A.13. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.

A.14. Proactive Health Services. Intentionally left blank - Services have not been purchased.

A.15. Halo Smart Sensor System. Intentionally left blank - System have not been purchased.

A.16. CloudVue Service. Intentionally left blank - Services have not been purchased.

A.17. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.

A.18. Sabre Systems Service. Intentionally left blank - Services have not been purchased.

A.19. Cantronics Telethermographic Device. Intentionally left blank - Services have not been purchased.

A.20. Digital Barriers Telethermographic System. Intentionally left blank - Services have not been purchased.

A.21. Qolsys Panel. Intentionally left blank - Panel have not been purchased.

A.23. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.24. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Training Services.

B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.

3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.

4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE. Johnson Controls makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

5. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Johnson Controls, such as suggestions as to design use and suitability of the Equipment and products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that Johnson Controls is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of the Equipment or products. Customer assumes exclusive responsibility for determining if the Equipment and products supplied by

Johnson Controls are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the Equipment or products.

C. System Requirements, Miscellaneous. The following provisions apply to all Systems, Equipment, or Services installed or furnished by Johnson Controls under this Agreement. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories of Canada. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 4. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation.

7. Closed Circuit Television ("CCTV")/Video Equipment. Intentionally left blank – no CCTV/Video Equipment has been purchased.

D. Electronic Media; Personal Information;. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consent of the third parties, whose personal information Customer has provided to Johnson Controls, to use such information for the administration of Customer's account and as provided in this Agreement. Customer consents to Johnson Controls' collection, use, disclosure and transfer of Customer's personal information and that of third parties provided by Customer, including the use of service providers outside of Canada, for the purposes of setting up and administering the Services provided under this Agreement as well as administering the relationship between Customer and Johnson Controls (including credit approval, invoicing, collection and providing you with information on new equipment or services). Johnson Controls may collect (including Customer's consent to record telephone conversations), use, disclose and transfer Customer's personal information and that of third parties provided by Customer to Johnson Controls' parents, affiliates, subsidiaries and successor corporations or any subcontractor or assignee of this Contract within or outside Canada and thereby subject such information to the laws of such countries or any applicable authority having jurisdiction that requests such information to administer alarm monitoring services or alarm system license, permit or similar programs. Customer hereby consents to Johnson Controls performing commercially reasonable credit reference verifications and authorizes Johnson Controls or its service provider or assignee of this Agreement to consult third parties for credit reports or recommendations as to Customer's solvency.

E. Limitation of Liability. 1. Johnson Controls is not an insurer. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Services, System and Equipment provided and are unrelated to the value of Customer's property, the property of others located in Customer's premises, or any risk of loss on Customer's premises. 2. Johnson Controls' services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. Johnson Controls MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Accordingly, Johnson Controls and its suppliers do not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not Johnson Controls nor its suppliers. Insurance, if any, covering such risk shall be obtained by Customer. Neither of Johnson Controls nor its suppliers shall have any liability for loss, damage or injury due directly or indirectly to events, or the consequences therefrom, which the System or Services are intended to detect or avert. Customer shall look exclusively to its insurer and not to Johnson Controls or its suppliers to pay Customer in the event of any such loss, damage or injury. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Johnson Controls and its suppliers arising as a result of paying any claim for loss, damage or injury of Customer or another person.

3. If notwithstanding the provisions of this Section E, Johnson Controls and/or one or more of its suppliers are found liable for loss, damage or injury under any legal theory due to a failure of the Services, System or Equipment in any respect, the liability of Johnson Controls and its suppliers shall be limited to a sum equal to 10% of the Annual Service Charge or \$1,000, whichever is greater, as agreed upon damages and not as a penalty, as Customer's sole remedy. This will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from Johnson Controls' or its suppliers' failure to perform any of its obligations under this Agreement. If Customer requests, Johnson Controls may assume greater liability by attaching a Rider to this Agreement stating the extent of Johnson Controls' additional liability and the additional charges Customer will pay for Johnson Controls' assumption of such greater liability. However, such additional charges are not insurance premiums and Johnson Controls is not an insurer even if it enters into such a Rider.

4. The provisions of this Section E shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to Johnson Controls' or its suppliers' performance or nonperformance of their respective obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of Johnson Controls, its suppliers, agents or employees.

If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against Johnson Controls or its suppliers in any way relating to the Services, System or Equipment that are the subjects of this Agreement, then Customer shall indemnify and hold Johnson Controls and its suppliers harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

5. No suit or action shall be brought against Johnson Controls or its suppliers, agents, employees, subsidiaries, affiliates or parents (both direct and indirect) more than one year after the incident that resulted in the loss, injury or damage occurred. Except as provided for herein, Johnson Controls' claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. 6. The provisions of this Section E shall apply to and benefit Johnson Controls and its agents, employees, contractors, subsidiaries, affiliates, parents (both direct and indirect), vendors, suppliers and affinity marketers. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, then that department or other organization may also invoke the provisions of this Section E against any claims due to any failure of such department or organization. Johnson Controls and its suppliers are not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. 1. Other Charges; Remedies; Default; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 2. Termination. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Johnson Controls and will give Johnson Controls, without prejudice to any other right or remedy, the right to without notice: (a) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Johnson Controls' obligations under and/or terminate this Agreement and; (b) to charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (c) pay all of Johnson Controls' costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. Johnson Controls' election to continue providing future Services does not, in any way, diminish Johnson Controls' right to terminate or suspend Services or exercise any or all rights or remedies under this Agreement. Johnson Controls shall not be liable for any damages, claims, expenses or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring Services or Johnson Controls otherwise performs Services at the premises following suspension, those Services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Johnson Controls' efforts to collect payment, Customer shall immediately notify Johnson Controls in writing and explain the basis of the dispute. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. 3. If either party fails to perform any of its material obligations under this Agreement, the other party shall

provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination. 4. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement, or the affected portions, and discontinue any Service(s), at its sole discretion, upon notice to Customer if: (a) Johnson Controls' central monitoring center ("CMC") or remote operations center or either of these centers is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the municipal fire or police department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the Equipment or system not covered under the Warranty or Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in System malfunction; (d) the premises in which the Equipment or system is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls' performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, Equipment, or products (including component parts and/or materials) or because Johnson Controls or its supplier(s) has discontinued the manufacture or the sale of the Equipment and/or products or is no longer in the business of providing the Services; (f) Johnson Controls' performance of its obligations are prohibited because of changes in applicable laws, regulations or codes; (g) Customer fails to make payments when due; (h) in the event Johnson Controls is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement; (i) Customer fails to maintain any required licenses or permits; (j) Johnson Controls receives an excessive number of false alarms. In addition, if the Equipment or system continuously sends signals that Johnson Controls reasonably determines to be false or excessive, the Customer will be responsible for additional costs and fees incurred by Johnson Controls in receiving and/or responding to these signals. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination. Client located in Quebec expressly waives its right to terminate the Agreement unilaterally as provided under section 2125 of the Quebec Civil Code and understands that it must maintain the Services for the Initial Term and any renewal term. Johnson Controls may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Johnson Controls' performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the Canadian Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of Canada or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third-party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. Johnson Controls assumes no liability for delays in installation of the Equipment or for the consequences therefrom, however caused. Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Johnson Controls to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Johnson Controls, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Johnson Controls. If Johnson Controls' performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Johnson Controls shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Johnson Controls is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Johnson Controls will be entitled to extend the relevant completion date by the amount of time that Johnson Controls was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Johnson Controls' cost to perform the services, Customer is obligated to reimburse Johnson Controls for such increased costs, including, without limitation, costs incurred by Johnson Controls for additional labor, inventory storage, expedited shipping fees, trailer and

equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Johnson Controls in connection with the Force Majeure Event.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Digital Enabled Services, Software and Hosted Software Services. If Johnson Controls provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Johnson Controls' cloud-hosted software applications. Customer consents to and grants Johnson Controls right to collect, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Johnson Controls products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Johnson Controls secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Johnson Controls software and related equipment installed at Customer facilities and Johnson Controls cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Johnson Controls Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Johnson Controls' standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Johnson Controls General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the Johnson Controls Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Johnson Controls and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

N. Audio Enabled Devices. Customer acknowledges and agrees that Customer's decision to install and/or activate security equipment with audio recording and/or monitoring capability ("Audio Enabled Devices") is based solely on Customer's own independent business judgment or knowledge of applicable law. Johnson Controls does not recommend, endorse, or render an opinion, legal or otherwise regarding such decision. Certain laws may limit or preclude the use of Audio Enabled Devices in Customer's premises. It is the responsibility of the Customer to know and fully comply with all applicable laws, including but not limited to any or all requirements that clear and conspicuous notice be provided concerning the use of Audio Enabled Devices in Customer's premises. In providing, installing and/or activating such Audio Enabled Devices, Johnson Controls is relying on Customer's representations and agreements and the terms set forth in this Agreement shall fully apply.

O. Privacy. 1. Johnson Controls as Processor: Where Johnson Controls factually acts as Processor of Personal Data (as defined therein) on behalf of Customer, the terms at www.johnsoncontrols.com/dpa shall apply. 2. Johnson Controls as Controller: Johnson Controls will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Johnson Controls' Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Johnson Controls' Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

P. English and French Clause. This Agreement has been drawn up in English at the request of and with the full concurrence of the Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

Q. Choice of Law/Forum.

Johnson Controls shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. This Agreement shall be governed by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniense. In the event the matter is submitted to a court, Johnson Controls and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Johnson Controls, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Johnson Controls' reasonable collection costs (including legal fees and expenses).



COMMERCIAL SALES AGREEMENT

TOWN NO.
00013-LONDON

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-8WCHA7F

ADDITIONAL TERMS AND CONDITIONS

DATE: 2/15/2025

Tyco Integrated Fire & Security Canada, Inc. o/a Johnson Controls ("Johnson Controls")

Yatindra Mishra
2400 Skymark Drive,
Mississauga, ON L4W 5K5
Tele. No. (647) 764-6255

Town of Goderich
d/b/a:
("Customer")

Customer Billing Information
190 SUNCOAST DR E,
GODERICH, ON N7A 4N4
Attn:
Tele. No.

Customer Premises Served
190 SUNCOAST DR E,
GODERICH, ON N7A 4N4
Attn:
Tele. No.

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

TYCO INTEGRATED FIRE & SECURITY CANADA, INC. O/A JOHNSON CONTROLS

Presented by: Yatindra Mishra
(Signature of Johnson Controls Sales Representative)

Sales Agent: Yatindra Mishra
Sales Representative Registration Number (if applicable): _____

CUSTOMER: The Corporation of the Town of Goderich

Accepted By: _____
Trevor Bazinet Andrea Fisher

Trevor Bazinet & Andrea Fisher

(Name Printed)

Title: Mayor and Clerk

Date Signed: April 7, 2025



COMMERCIAL SALES AGREEMENT

TOWN NO.
00013-LONDON

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-8WCHWAP

DATE: 2/15/2025

Tyco Integrated Fire & Security Canada, Inc. o/a Johnson Controls ("Johnson Controls")
Yatindra Mishra
2400 Skymark Drive,
Mississauga, ON L4W 5K5
Tele. No. (647) 764-6255

Town Of Goderich
d/b/a:
("Customer")
Customer Billing Information
376 CAMBRIDGE ST.,
GODERICH, ON N7A 2Z1
Attn:
Tele. No.

Customer Premises Served
376 CAMBRIDGE ST.,
GODERICH, ON N7A 2Z1
Attn:
Tele. No.

This Commercial Sales Agreement is between Customer and Tyco Integrated Fire & Security Canada, Inc. o/a Johnson Controls ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) Scope of Work ("SOW"). This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

I. THE FOLLOWING DOCUMENTS, IF APPLICABLE ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- (a) Hazardous Substance Checklist and Customer Letter
- (b) Scope of Work
- (c) Terms and Conditions
- (d) Additional Terms and Conditions
- (e) Provincial Specific Forms, if applicable (e.g., local permit applications)
- (f) CAF Customer Installation Acceptance Form (specific to Equipment/Services purchased)
- (g) If multiple locations, see attached schedule

II. CHARGES AND FEES; TAXES:

a. **Equipment Installation.** Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values set forth herein. If the schedule of values includes an upfront installation deposit, it will be paid within 30 days of contract signing. Johnson Controls will not commence work until such deposit has been received. The remaining portion of the total installation charge for installation and commissioning will be progress billed monthly through completion of the job. Company progress-based billing can include progress payments for materials, goods, and equipment (ordered, delivered, or stored), and for any pre-design, engineering, installation work or Services. The proposed total installation charge is contingent upon Customer agreeing to these payment and invoicing terms. Any outstanding Installation Charges and/or fees shall be due and payable as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the Statement of Work must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. Until Customer has paid Johnson Controls the Total Installation Charge and fees, and taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all proceeds thereof to secure such payment.

b. **Services.** Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance (the "Annual Service Charges"). Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year.

c. **Term.** The initial term of this Agreement shall be 5 year(s) (the "Initial Term") and shall commence on the date of this Agreement and continue as set forth herein. After the Initial Term, this Agreement will automatically renew for successive terms equal to the same length as the Initial Term unless the Customer or Johnson Controls gives written notice to the other that it does not want to renew at least sixty (60) days before the end of the then-current term (each a "Renewal Term"). The Initial Term and any Renewal Term may be referred to herein as the "Term." If this Agreement is renewed, Johnson Controls will provide Customer with notice of any adjustments in the Charges, fees and/or taxes applicable to the Renewal Term. Unless Customer terminates the Agreement at least sixty (60) days prior to the start of such Renewal Term, the adjusted Charges, fees and/or taxes will be the Charges, fees and taxes for the Renewal Term. Customer agrees to issue and send a purchase order to Johnson Controls at least thirty (30) days prior to expiration of the Initial Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to Johnson Controls. No purchase order is required for any emergency work requested by Customer. Customer shall have no right to reject such invoices due to the lack of a purchase order. For termination prior to the end of the Term, Customer agrees to pay Johnson Controls, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Customer shall provide Johnson Controls with reasonable access to the premises to remove any Johnson Controls property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that Johnson Controls may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

d. **Pricing and Taxes.** If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Notwithstanding any other term in this Agreement, Johnson Controls may increase prices upon notice to Customer to reflect increases in material and labor costs. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to Johnson Controls and the applicable taxing authorities. If Johnson Controls is required to pay any such Taxes or other charges, Customer shall reimburse Johnson Controls on demand. If any such exemption certificate is invalid, then Customer will immediately pay Johnson Controls the amount of the Taxes, plus penalties and interest. Prices may be adjusted by Johnson Controls prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s). Customer agrees to pay any fees or charges imposed by any government body, telephone, communication, or signal transmission company or administration fees or service charges assessed against or by Johnson Controls related to AHJ requirements and/or changes to applicable laws relating to the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement. This Agreement is entered into with the understanding that the Services to be provided by Johnson Controls are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Johnson Controls, Johnson Controls reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Customer shall provide financial information requested by Johnson Controls to verify Customer's ability to pay for goods or services. Work performed on a time and material basis shall be at the then-prevailing Johnson Controls rate for material, labor, and related items, in effect at the time supplied under this Agreement.

e. **Invoicing.** Pricing is based upon the billing and payment terms set forth in this Agreement. Fees and other amounts due hereunder are due thirty (30) days from the date of the invoice, which shall be paid by Customer via ACH/EFT bank transfer. Such payment is a condition precedent to Johnson Controls' obligation to perform Services under the Agreement. Any invoice disputes are waived unless identified in writing by Customer within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. If Customer fails to provide financial information or if Johnson Controls, in its sole discretion has grounds to question Customer's ability or willingness to make payments when due (e.g. not making payments when due, late payments, or a reduction in Customer's credit score), Johnson Controls may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Johnson Controls may have against Customer, Johnson Controls shall provide Customer with advance written notice of changes to payment terms..

III. **ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE:** This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, SOW or other document issued by Customer. Any changes must be mutually agreed to in writing by the authorized representatives of the Customer and Johnson Controls. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within thirty (30) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the

premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE. THIS AGREEMENT IS CONTINGENT ON CREDIT APPROVAL, WHICH MAY BE CHECKED AT JOHNSON CONTROLS' DISCRETION AND REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. SHOULD CREDIT AND/OR APPROVAL BE DECLINED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS' ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.



COMMERCIAL SALES AGREEMENT

TOWN NO.
00013-LONDON

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-8WCHWAP

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL
HERE _____

TYCO INTEGRATED FIRE & SECURITY CANADA, INC. O/A JOHNSON CONTROLS

CUSTOMER: _____

Presented by: Yatindra Mishra
(Signature of Johnson Controls Sales Representative)

Accepted By: _____
(Signature of Customer's Authorized Representative)

Sales Agent: Yatindra Mishra

(Name Printed)

Title: _____

Date Signed: _____

CUSTOMER ACCEPTANCE

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 Agreement

YES: Single PO Required for Initial Term

Annual PO Required

ANSC PO Required Yearly (ANSC = Annual Service Charge)

AR Invoice are accepted via e-mail: YES: Email address to be used: _____

NO: Please submit invoices via mail NO: Please submit via _____

[Remainder of Page Left Intentionally Blank]



COMMERCIAL SALES AGREEMENT

TOWN NO.
00013-LONDON

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-8WCHWAP

SCOPE OF WORK

IV. SCOPE OF WORK ("SOW"): Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Johnson Controls Owned - Johnson Controls may remove or upon written notice to the Customer, abandon in whole or in part, all devices, instruments, appliances, cabinets, and other materials associated with the system, upon termination of this agreement, without obligation to repair or redecorate any portion of the Customer's premises upon such removal, and the removal or abandonment of such materials shall not be held to constitute a waiver of the right of Johnson Controls to collect any charges which have been accrued or may be accrued hereunder.

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:
Video Surveillance Services:
Managed Access Control Services:
Video Equipment:
Preventive Maintenance/Inspection:
Additional Services:

Fire System Monitoring
No Service Selected
No Service Selected
No Service Selected
Other System Expert Maintenance, Fire Annual Inspection (Hardware Only)
Proactive Battery Replacement Service, IP Communication (Primary) with Cell Backup

C. Equipment to be Installed ("Equipment"): Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(es). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facilities as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's communications facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) providing and installing software/firmware required by the Equipment; (v) performing testing as required to establish that the Equipment is connected, is functioning according to its specifications, and is communicating over Customer's communications facilities; and (vi) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	DSC NEOControlPanelKit.ContainsoneHS2032NKcontrolpanel,oneHS2LCDFullMessageLCDHardwiredKeypadandoneT	
1	This item identifies the estimate as Standard and NOT PART of Technology Refresh of older Tech	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount:	\$1,510.00
* Estimated Tax(es):	\$0.00
TOTAL INSTALLATION CHARGE:	\$1,510.00
Installation Deposit Amount:	\$906.00

Planned Monthly Progress Billing Schedule of Values	
Description	%
Deposit/Advance Payment/Mobilization	60%
Monthly Progress Billing (Installation/Commissioning)	40%

2. Annual Service Charge:

Annual Service Charge Amount:	\$1,216.58
* Estimated Tax(es):	\$0.00
TOTAL ANNUAL SERVICE CHARGE:	\$1,216.58

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

E. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: John Dobie <jdobie@goderich.ca>; Facilities Service Manager Sales rep : Yatindra Mishra, 416-550-1948, yatindra.mishra@jci.com

System Operation: Existing Fire monitoring system on PC1864 to be upgraded to DSC Neo Fire monitoring kit. Call list to remain same. Please use existing cabling.

Programming Info: Standard BA programming.

Site Conditions:

Existing Equipment:

Customer Expectations:

Training Expectations: Please train the client in using the system.

General Comments:

Customer Responsibilities / Johnson Controls Exclusions: "Client to supply 1 AC 110V GFI outlet beside control on dedicated breaker to hardwire TIFS Supplied transformer into outlet. Operating telco line at location of head end equipment. If signal from cell device that is hooked up to TIFS monitoring panel is not strong enough then extra charges to apply to solve problem. Coordinate with manager on duty. To make passage and work spaces clear prior to starting work or bringing equipment. Utilize all existing devices/equipment where possible. TIF&S is not responsible for patch work and redecorating."

Documentation Needs:

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V. Customer and Johnson Controls agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification ("Alarm Monitoring") Services. 1. If Customer has purchased alarm monitoring service that includes response by police, fire department, guard, medical emergency notification or two way voice monitoring services and such an alarm is received at JCI's CMC, then JCI may, in its sole discretion or if required by law, attempt to contact Customer and/or anyone Customer has identified on Customer's Emergency Contact List ("ECL") to confirm that the alarm is not false. If JOHNSON CONTROLS does not contact Customer or someone on Customer's ECL or, if JOHNSON CONTROLS questions the response received upon such contact, then: (a) JOHNSON CONTROLS will attempt to notify the appropriate police or fire department; or, (b) if Guard Response Service is being provided and an alarm requires police response, JOHNSON CONTROLS will attempt to dispatch a representative to make an investigation of the exterior of the premises from his/her vehicle and, upon evidence of a crime, JOHNSON CONTROLS will attempt to notify the appropriate police department. Customer agrees that JOHNSON CONTROLS will have no liability pertaining to the recording (or failure to record) or publication of any communications, Internet, or other Video recordings or the quality of such recordings, if any. If JOHNSON CONTROLS provides supervisory alarm or trouble alarm monitoring services (or if such services are actively programmed into the System) and such an alarm is received at JOHNSON CONTROLS's CMC, JOHNSON CONTROLS may attempt to notify Customer's designated representative. JOHNSON CONTROLS may use an automated calling device to deliver such notification. 2. The installed Equipment may not operate with other companies' alarm monitoring equipment. If Customer cancels any Service, this incompatibility may prevent Customer from continuing to use the installed Equipment. Customer understands that local laws, ordinances or governmental policies may restrict and/or limit JOHNSON CONTROLS's ability to provide alarm monitoring and notification services and/or necessitate modified or additional services and expense to Customer. 3. Customer understands that JOHNSON CONTROLS may employ any number of industry-recognized measures to help reduce occurrences of false alarms. These measures include, but are not limited to, implementation of default settings on alarm panels and various procedures at JOHNSON CONTROLS's CMC to determine when and how to respond, if at all, to certain alarm events. Customer consents to the use of these measures and agrees these measures can result in no alarm signal being sent from an alarm zone in Customer's premises after the initial activation until the Customer manually resets the system. Customer understands that, upon receiving notification that an alarm signal has been received by JOHNSON CONTROLS, the police department, fire department or other responding authority may forcibly enter my premises. 4. Intrusion detection/burglar alarm equipment may require activation of two sensors, or a second activation of a single sensor, or activation of a continuous alarm event from a single sensor to meet the requirements of local laws, ordinances or other requirements of the police department. Customer is solely responsible for operating on-premises bypass or switch units to disconnect or reconnect the alarm sounding or transmitting equipment. 5. If such service is available/required in Customer's location a "Direct Connection" may be made to the Customer's police, fire department, or other agency, and signals transmitted by the System will be monitored directly by such police, fire department, or other agency personnel (collectively, "Municipal Personnel"), none of whom are agents of JOHNSON CONTROLS. JOHNSON CONTROLS does not assume any responsibility or liability for the manner in which such signals are monitored or the response, if any, made by such Municipal Personnel to such signals. 6. If Customer chooses a JOHNSON CONTROLS approved cellular back-up service, alarm signals may be transmitted to JOHNSON CONTROLS's CMC from Customer's premises over a cellular communications network if Customer's traditional telephone service is interrupted. 6. 5 day Familiarization Period. If a 5 day familiarization period is required by Law and/or is requested by Customer and agreed to by JOHNSON CONTROLS for Customer to become familiar with system operation, Customer agrees that during the 5 day period that immediately follows the completion of the installation and connection to JOHNSON CONTROLS's CMC, JOHNSON CONTROLS has no obligation and will not respond to any signal (including an alarm signal) received at JOHNSON CONTROLS's CMC from Customer's Premises. Customer also agrees that during this period, JOHNSON CONTROLS has no obligation and will not attempt to notify any authorities, Customer or persons on Customer's ECL or take any other action in respect of a signal.

A.2. Communication Facilities. (a) Authorization. To facilitate Johnson Controls' ability to provide Service under this Agreement, Johnson Controls to request information, service, or equipment in any respect on behalf of Customer to Customer's telephone service provider, wireless carrier, or other entity providing communication facilities or services for transmission of alarm signals (the "TeleCo"). (b) Digital Communicator. If a Digital Communicator is used to connect to Johnson Controls' CMC, Customer will provide a connection through a telephone jack to Customer's TeleCo service as required to operate the System, Equipment, or to provide the Service. Such connection will be electrically first before any other telephone or Customer equipment, and will be located within 10 feet of the alarm/control panel. Johnson Controls will provide such connection at Customer's request and expense. (c) General. Customer understands that: (a) The TeleCo's liability is limited to the same extent as JCI's liability in Paragraph E of this Agreement; (b) JCI will not receive alarm signals, voice data or images (collectively "alarm signals") when the communication mode is not operating or has been cut, interfered with or is otherwise damaged, or if the alarm system is unable to acquire, transmit or maintain an alarm signal over the Customer's communication mode for any reason; (c) Customer acknowledges that any decision to use a non-approved TeleCo service as the means for transmitting alarm signals is based on Customer's own independent business judgment and that such decision is made without any assistance or recommendation from JCI. If JCI determines in its sole discretion that Customer's communication mode is, or later becomes non-compatible, or if Customer changes to another communication mode that is non-compatible, then Customer must put in place an alternate mode of communication between Customer's alarm system and JCI's CMC that is acceptable to JCI; (d) Transmission of fire alarm signals by means other than a traditional telephone line may not comply with applicable fire alarm or other standards or codes, and it is solely Customer's obligation to ensure compliance with such standards and codes; (e) If the alarm system has a line-cut feature, it may not always be able to detect if my communication line is cut or interrupted. JOHNSON CONTROLS' RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN CUSTOMER'S PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JOHNSON CONTROLS CMC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELECO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELECO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELECO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELECOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JOHNSON CONTROLS' ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELECO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JOHNSON CONTROLS WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELECO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELECO SERVICE'S DATA FORMAT AFTER JOHNSON CONTROLS' INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELECO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JOHNSON CONTROLS' CMC. IF Johnson Controls DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS COMPATIBLE, Johnson Controls WILL PERMIT CUSTOMER TO USE ITS TELECO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS. ALTHOUGH CUSTOMER UNDERSTANDS THAT Johnson Controls RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO Johnson Controls' CMC REGARDLESS OF THE TYPE OF TELECO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF Johnson Controls DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELECO SERVICE THAT IS NOT COMPATIBLE, THEN Johnson Controls WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO Johnson Controls AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO Johnson Controls' CMC. Johnson Controls WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELECO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELECO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELECO SERVICE IS INTERRUPTED, AND THAT Johnson Controls MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELECO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELECO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF Johnson Controls. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELECO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELECO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

A.3.1. Enhanced Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.2. Expert Maintenance Service Plan ("Expert Maintenance"). 1. If Expert Maintenance is purchased, Johnson Controls will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under Expert Maintenance and any requested service will be provided on a time and materials

basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) "Conditions" not covered by Warranty shown below. Customer shall pay for any related labor and/or materials for such work at Johnson Controls' then applicable rates. Additional charges may apply for service requiring the use of a lift. Johnson Controls' obligation to perform Expert Maintenance service relates solely to the covered Equipment. 2. If Expert Maintenance is not purchased prior to the expiration of the Equipment Warranty, Johnson Controls will provide such Expert Maintenance only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Johnson Controls' specifications and/or the standards set by applicable law. 3. Expert Maintenance will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Expert Maintenance performed outside of these hours is subject to additional charges. Provision of Expert Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer ("OEM"). 4. The expense of all extraordinary maintenance and repair necessitated by or due to changes or alterations in the Customer's premises, alterations to the Covered System made by or at the request of Customer, or made necessary by damage to the premises or to the Covered System, or to any cause beyond the control of JOHNSON CONTROLS, will be borne by the Customer.

A.3.3. Optimum Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.4. Essential Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.4. Testing/Inspections Service ("T/I"). If T/I Service is purchased, Johnson Controls will provide the number of inspections/tests on the covered Equipment as specified in this Agreement. Such T/I Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays/T/I Service performed outside of these hours is subject to additional charges.). If the Customer's facility is located more than 50 kilometers away from a Johnson Controls location, Customer will pay for travel, accommodation, and related costs at Johnson Controls' then applicable rates.

A.5. Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.7. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.8. Hosted Access. Intentionally left blank - Services have not been purchased.

A.9. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.10. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.10. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.11. Software Support Services – No Upgrades. Intentionally left blank - Services have not been purchased.

A.12. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank – Lynx System/Services have not been purchased.

A.13. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.

A.14. Proactive Health Services. Intentionally left blank - Services have not been purchased.

A.15. Halo Smart Sensor System. Intentionally left blank - System have not been purchased.

A.16. CloudVue Service. Intentionally left blank - Services have not been purchased.

A.17. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.

A.18. Sabre Systems Service. Intentionally left blank - Services have not been purchased.

A.19. Cantronics Telethermographic Device. Intentionally left blank - Services have not been purchased.

A.20. Digital Barriers Telethermographic System. Intentionally left blank - Services have not been purchased.

A.21. Qolsys Panel. Intentionally left blank - Panel have not been purchased.

A.23. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.24. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Training Services.

B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.

3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.

4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE. Johnson Controls makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

5. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Johnson Controls, such as suggestions as to design use and suitability of the Equipment and products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that Johnson Controls is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of the Equipment or products. Customer assumes exclusive responsibility for determining if the Equipment and products supplied by

Johnson Controls are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the Equipment or products.

C. System Requirements, Miscellaneous. The following provisions apply to all Systems, Equipment, or Services installed or furnished by Johnson Controls under this Agreement. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories of Canada. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 4. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation.

7. Closed Circuit Television ("CCTV")/Video Equipment. Intentionally left blank – no CCTV/Video Equipment has been purchased.

D. Electronic Media; Personal Information;. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consent of the third parties, whose personal information Customer has provided to Johnson Controls, to use such information for the administration of Customer's account and as provided in this Agreement. Customer consents to Johnson Controls' collection, use, disclosure and transfer of Customer's personal information and that of third parties provided by Customer, including the use of service providers outside of Canada, for the purposes of setting up and administering the Services provided under this Agreement as well as administering the relationship between Customer and Johnson Controls (including credit approval, invoicing, collection and providing you with information on new equipment or services). Johnson Controls may collect (including Customer's consent to record telephone conversations), use, disclose and transfer Customer's personal information and that of third parties provided by Customer to Johnson Controls' parents, affiliates, subsidiaries and successor corporations or any subcontractor or assignee of this Contract within or outside Canada and thereby subject such information to the laws of such countries or any applicable authority having jurisdiction that requests such information to administer alarm monitoring services or alarm system license, permit or similar programs. Customer hereby consents to Johnson Controls performing commercially reasonable credit reference verifications and authorizes Johnson Controls or its service provider or assignee of this Agreement to consult third parties for credit reports or recommendations as to Customer's solvency.

E. Limitation of Liability. 1. Johnson Controls is not an insurer. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Services, System and Equipment provided and are unrelated to the value of Customer's property, the property of others located in Customer's premises, or any risk of loss on Customer's premises. 2. Johnson Controls' services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. Johnson Controls MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Accordingly, Johnson Controls and its suppliers do not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not Johnson Controls nor its suppliers. Insurance, if any, covering such risk shall be obtained by Customer. Neither of Johnson Controls nor its suppliers shall have any liability for loss, damage or injury due directly or indirectly to events, or the consequences therefrom, which the System or Services are intended to detect or avert. Customer shall look exclusively to its insurer and not to Johnson Controls or its suppliers to pay Customer in the event of any such loss, damage or injury. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Johnson Controls and its suppliers arising as a result of paying any claim for loss, damage or injury of Customer or another person.

3. If notwithstanding the provisions of this Section E, Johnson Controls and/or one or more of its suppliers are found liable for loss, damage or injury under any legal theory due to a failure of the Services, System or Equipment in any respect, the liability of Johnson Controls and its suppliers shall be limited to a sum equal to 10% of the Annual Service Charge or \$1,000, whichever is greater, as agreed upon damages and not as a penalty, as Customer's sole remedy. This will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from Johnson Controls' or its suppliers' failure to perform any of its obligations under this Agreement. If Customer requests, Johnson Controls may assume greater liability by attaching a Rider to this Agreement stating the extent of Johnson Controls' additional liability and the additional charges Customer will pay for Johnson Controls' assumption of such greater liability. However, such additional charges are not insurance premiums and Johnson Controls is not an insurer even if it enters into such a Rider.

4. The provisions of this Section E shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to Johnson Controls' or its suppliers' performance or nonperformance of their respective obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of Johnson Controls, its suppliers, agents or employees.

If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against Johnson Controls or its suppliers in any way relating to the Services, System or Equipment that are the subjects of this Agreement, then Customer shall indemnify and hold Johnson Controls and its suppliers harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

5. No suit or action shall be brought against Johnson Controls or its suppliers, agents, employees, subsidiaries, affiliates or parents (both direct and indirect) more than one year after the incident that resulted in the loss, injury or damage occurred. Except as provided for herein, Johnson Controls' claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. 6. The provisions of this Section E shall apply to and benefit Johnson Controls and its agents, employees, contractors, subsidiaries, affiliates, parents (both direct and indirect), vendors, suppliers and affinity marketers. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, then that department or other organization may also invoke the provisions of this Section E against any claims due to any failure of such department or organization. Johnson Controls and its suppliers are not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. 1. Other Charges; Remedies; Default; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 2. Termination. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Johnson Controls and will give Johnson Controls, without prejudice to any other right or remedy, the right to without notice: (a) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Johnson Controls' obligations under and/or terminate this Agreement and; (b) to charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (c) pay all of Johnson Controls' costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. Johnson Controls' election to continue providing future Services does not, in any way, diminish Johnson Controls' right to terminate or suspend Services or exercise any or all rights or remedies under this Agreement. Johnson Controls shall not be liable for any damages, claims, expenses or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring Services or Johnson Controls otherwise performs Services at the premises following suspension, those Services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Johnson Controls' efforts to collect payment, Customer shall immediately notify Johnson Controls in writing and explain the basis of the dispute. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. 3. If either party fails to perform any of its material obligations under this Agreement, the other party shall

provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination. 4. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement, or the affected portions, and discontinue any Service(s), at its sole discretion, upon notice to Customer if: (a) Johnson Controls' central monitoring center ("CMC") or remote operations center or either of these centers is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the municipal fire or police department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the Equipment or system not covered under the Warranty or Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in System malfunction; (d) the premises in which the Equipment or system is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls' performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, Equipment, or products (including component parts and/or materials) or because Johnson Controls or its supplier(s) has discontinued the manufacture or the sale of the Equipment and/or products or is no longer in the business of providing the Services; (f) Johnson Controls' performance of its obligations are prohibited because of changes in applicable laws, regulations or codes; (g) Customer fails to make payments when due; (h) in the event Johnson Controls is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement; (i) Customer fails to maintain any required licenses or permits; (j) Johnson Controls receives an excessive number of false alarms. In addition, if the Equipment or system continuously sends signals that Johnson Controls reasonably determines to be false or excessive, the Customer will be responsible for additional costs and fees incurred by Johnson Controls in receiving and/or responding to these signals. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination. Client located in Quebec expressly waives its right to terminate the Agreement unilaterally as provided under section 2125 of the Quebec Civil Code and understands that it must maintain the Services for the Initial Term and any renewal term. Johnson Controls may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Johnson Controls' performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the Canadian Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of Canada or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third-party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. Johnson Controls assumes no liability for delays in installation of the Equipment or for the consequences therefrom, however caused. Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Johnson Controls to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Johnson Controls, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Johnson Controls. If Johnson Control's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Johnson Controls shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Johnson Controls is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Johnson Controls will be entitled to extend the relevant completion date by the amount of time that Johnson Controls was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Johnson Controls' cost to perform the services, Customer is obligated to reimburse Johnson Controls for such increased costs, including, without limitation, costs incurred by Johnson Controls for additional labor, inventory storage, expedited shipping fees, trailer and

equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Johnson Controls in connection with the Force Majeure Event.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Digital Enabled Services, Software and Hosted Software Services. If Johnson Controls provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Johnson Controls' cloud-hosted software applications. Customer consents to and grants Johnson Controls right to collect, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Johnson Controls products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Johnson Controls secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Johnson Controls software and related equipment installed at Customer facilities and Johnson Controls cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Johnson Controls Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Johnson Controls' standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Johnson Controls General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the Johnson Controls Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Johnson Controls and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

N. Audio Enabled Devices. Customer acknowledges and agrees that Customer's decision to install and/or activate security equipment with audio recording and/or monitoring capability ("Audio Enabled Devices") is based solely on Customer's own independent business judgment or knowledge of applicable law. Johnson Controls does not recommend, endorse, or render an opinion, legal or otherwise regarding such decision. Certain laws may limit or preclude the use of Audio Enabled Devices in Customer's premises. It is the responsibility of the Customer to know and fully comply with all applicable laws, including but not limited to any or all requirements that clear and conspicuous notice be provided concerning the use of Audio Enabled Devices in Customer's premises. In providing, installing and/or activating such Audio Enabled Devices, Johnson Controls is relying on Customer's representations and agreements and the terms set forth in this Agreement shall fully apply.

O. Privacy. 1. Johnson Controls as Processor: Where Johnson Controls factually acts as Processor of Personal Data (as defined therein) on behalf of Customer, the terms at www.johnsoncontrols.com/dpa shall apply. 2. Johnson Controls as Controller: Johnson Controls will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Johnson Controls' Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Johnson Controls' Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

P. English and French Clause. This Agreement has been drawn up in English at the request of and with the full concurrence of the Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

Q. Choice of Law/Forum.

Johnson Controls shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. This Agreement shall be governed by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniense. In the event the matter is submitted to a court, Johnson Controls and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Johnson Controls, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Johnson Controls' reasonable collection costs (including legal fees and expenses).



THE CORPORATION OF THE TOWN OF GODERICH

BY-LAW NO. 49 OF 2025

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE AND AFFIX THE CORPORATE SEAL TO A CONTRACT FOR SERVICES BETWEEN CRANLA WARREN AND THE CORPORATION OF THE TOWN OF GODERICH FOR THE PURPOSE OF FACILITATING AN INTERACTIVE WORKSHOP AS PART OF THE HURON COUNTY THRIVE SUMMIT

WHEREAS the Council of the Corporation of the Town of Goderich deems it necessary and desirable to execute a Contract for Services Agreement between Cranla Warren and the Corporation of the Town of Goderich for the purpose of facilitating an interactive workshop at the Huron County Thrive Summit;

AND WHEREAS Michaela Johnston, CEMC, Accessibility and Health & Safety Manager provided a report to Council dated March 17, 2025, advising of the THRIVE Summit on April 14 & 15, 2025, and that several speakers were being arranged by Community Safety and Well-Being for Huron to speak at the Summit, including Dr. Cranla Warren;

AND WHEREAS the Community Safety and Well-Being for Huron is comprised of all nine lower tier municipalities and is not a stand-alone organization and therefore one of the lower tier municipalities needs to enter into the agreement;

AND WHEREAS The Town of Goderich will enter into the agreement and will be invoiced by the speaker directly and will request reimbursement from the other 8 lower tiers municipalities for the proportionate share;

AND WHEREAS this Contract for Services Agreement is attached hereto and forms part of this By-Law;

AND WHEREAS the Corporation of the Town of Goderich is agreeable to the terms of this Agreement.

NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWN OF GODERICH ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be and are hereby authorized to execute and affix the Corporate Seal to a Contract for Services Agreement between Cranla Warren, Organizational Psychologist, Facilitator and Coach, and the Corporation of the Town of Goderich for the purposes facilitating an interactive workshop at the Huron County Thrive Summit.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 7TH DAY OF APRIL 2025.

MAYOR, Trevor Bazinet

CLERK, Andrea Fisher



Cranla Warren Ph.D. – Organizational Psychologist
Leadership Consultant, Educator, Coach

CONTRACT FOR SERVICES

This Agreement is made and entered into as of the date of signing, by and between:

Town of Goderich

57 West St, Goderich, ON N7A 2K5
(hereinafter referred to as "Client"),

AND

Cranla Warren, Ph.D.

Organizational Psychologist, Facilitator & Coach
(hereinafter referred to as "Consultant"),

Client desires to engage Consultant to provide a one-hour interactive workshop for the Huron County Thrive Summit on “Using Humour, Laughter and Fun to Energize the Workplace”.

In consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Scope of Services

Consultant agrees to design and deliver a one-hour interactive workshop for approximately 45 participants, to be held at Blyth Memorial Community Hall.

2. Workshop Details

- **Title:** “Using Humour, Laughter and Fun to Energize the Workplace”
- **Duration:** 60 minutes
- **Proposed Date & Time:**
 - April 15, 2025
 - Lunch: 12:15 pm
 - Workshop Time: 2:45 PM – 3:45 PM
- **Location:** Blyth Memorial Community Hall; Lower Hall

3. Investment & Payment Terms

- **Fee:** \$2,000 CAD + HST (reflecting a community partner reduced rate) plus mileage.
- **Payment:** Consultant to provide an invoice at conclusion of the services rendered.



4. Client Responsibilities

Client agrees to:

- Provide the necessary logistical support, including a suitable venue, seating arrangements, a screen for projecting the presentation, an LCD Projector, along with a table for the projector and laptop.
- (Optional) Provide printed copies of a worksheet – TBD.

Consultant agrees to:

- Design the one-hour workshop in accordance with the topic content.
- Develop slides aligned with workshop content.
- Bring a laptop from which to project the slides.

5. Cancellation & Rescheduling Policy

- Requests for cancellation and rescheduling must be made in writing at least 10 days prior to the workshop date. If a cancellation or rescheduling request is made less than 10 days prior to the workshop date, the Consultant will invoice for 50% of the agreed upon fee (\$1,000 + HST), given that the workshop would have been designed for the Client.
- Rescheduling is subject to availability and must be agreed upon in writing.

Exception Clause for Unforeseen Circumstances: In the event of sudden illness, death in the family, or other force majeure events (including but not limited to natural disasters, pandemics, government-imposed restrictions, or other circumstances beyond the control of either party), both parties agree to reschedule the workshop at a mutually convenient date without financial penalty.

6. Intellectual Property

All workshop materials, frameworks, and methodologies provided by the Consultant remain the intellectual property of the Consultant. Client may not reproduce or distribute Consultants materials.

7. Indemnification

Both parties agree to indemnify and hold harmless each other from any liabilities, claims, damages, or expenses arising from the execution of this Agreement, except in cases of gross negligence or misconduct.



8. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

9. Agreement Acceptance

By signing below, both parties acknowledge their understanding and agreement to the terms outlined in this Contract.

Town of Goderich for Thrive Summit

Authorized Representative: _____

Title: Mayor and Clerk

Date: April 7, 2025

Cranla Warren, Ph.D.; Speaker/Facilitator

Signature: *Cranla Warren*

Date: March 31, 2025



**THE CORPORATION OF THE TOWN OF GODERICH
BY-LAW NO. 50 OF 2025**

**BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE
AND AFFIX THE CORPORATE SEAL TO AN AGREEMENT REGARDING THE
PROVISION OF LIBRARY FACILITIES AND SERVICES BETWEEN THE
HURON COUNTY LIBRARY BOARD AND THE CORPORATION OF THE
TOWN OF GODERICH AND TO REPEAL BY-LAW 52 OF 2001**

WHEREAS many of the library facilities are in prominent location in the municipalities;

AND WHEREAS the buildings and the Library service are a reflection of the municipalities, and the improvement of the Library facilities and the services provided shall be the responsibility of the local municipalities and the Huron County Library Board respectively;

AND WHEREAS in 2001 the Huron County Library Board entered into Facilities and Service Agreements with local municipalities for the continued use of municipal facilities across the County;

AND WHEREAS to ensure modern library service, it was important to revise the agreement to better reflect the actual use and management of library facilities;

AND WHEREAS this revised Agreement is attached hereto and forms part of this By-Law;

AND WHEREAS the Corporation of the Town of Goderich is agreeable to the terms of this Agreement.

NOW THEREFORE, THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWN OF GODERICH ENACTS AS FOLLOWS:

1. That the Mayor and Clerk are hereby authorized to execute and affix the Corporate Seal to the revised Agreement regarding the Provision of Library Facilities and Services between the Huron County Library Board and the Corporation of the Town of Goderich.
2. That By-Law 52 of 2001 be hereby repealed.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 7TH DAY OF APRIL 2025.

MAYOR, Trevor Bazinet

CLERK, Andrea Fisher

- j. Snow and ice removal;
 - k. Insurance on the building or facility, including liability insurance;
 - l. Security of the building, which may or may not include key control policy, alarm system, video surveillance, and any associated alarm monitoring;
 - m. Preventative maintenance and other repairs, renovations, and improvements as deemed necessary by both parties;
 - n. Grounds maintenance;
 - o. Utility expenses.
- B. The Huron County Library Board shall be responsible for:**
- a. Approval of all facilities for each Branch Library;
 - b. Establishing the annual grant to be paid to each host municipality;
 - c. Establishing the hours each Branch Library is open;
 - d. Staffing the library;
 - e. A delivery system to all branches;
 - f. Furnishings and equipment;
 - g. Library materials and services;
 - h. Surveillance of interior spaces of the library, as deemed necessary;
 - i. Insurance on the materials, furnishings and equipment, including liability insurance;
 - j. Inspecting the branches periodically and reporting on findings when necessary.
- C. Health Emergency**
- a. Notwithstanding anything in this agreement to the contrary, if a Health Emergency or Health Order exists, the Municipality and the Library agree as follows:
 - i. The Municipality shall take actions as necessary to comply with the public health requirements and recommendations of the Health Authority and with Health Orders so that the Library may continue to provide library services from the branch;
 - ii. The Library Board shall be entitled to close all or any part of the branch without such closure being mandated by a Health Authority if the Library determines that a closure is in the best interest of protecting the health and safety of Library staff and/or patrons.
- D.** Any new facilities or major renovations or improvements to present facilities shall be initially discussed at a staff level and jointly planned between the Municipality and the Library Board.
- E.** Prior to any planned work that may impact the library's ability to be open to the public, the local municipality will provide the library with at least seven (7) days notice when possible.

- F. Prior to any planned work requiring municipal and/or contracted work arranged by the municipality, the library will provide municipal facilities staff with at least seventy-two (72) hours notice, except in the case of an emergency.
- G. The Municipality and the Library Board hereby agree that the parties shall act reasonably throughout this agreement. Any unresolved dispute shall be submitted to the Library Board and/or local Council for consideration and resolution.
- H. The Municipality and the Library Board hereby agree that either party to this agreement may terminate the agreement upon providing to the other party no less than six (6) months written notice of its intention to do so.
- I. The Municipality and the Library Board hereby agree that this agreement shall come into effect on the first day of January 2025 and shall continue until such time as either party terminates this agreement in accordance with the provisions of paragraph F.

This MOU is hereby executed

By the Municipality of: _____

Mayor _____ **Date** _____

Clerk _____ **Date** _____

By the Board

Library Board Chair _____ **Date**

Chief Executive Officer _____ **Date** _____

Schedule A

Custodial Services: Comprehensive Branch (Alice Munro, Clinton, Exeter, Goderich, Seaforth)

This schedule indicates the minimum frequency with which the following services should be provided.

Items listed as semi-weekly should be adjusted based on the frequency in which the library is open (that is, up to daily).

- A. Semi-weekly:
 - a. Clean and sanitize all washrooms;
 - b. Empty waste and recycling;
 - c. Vacuum carpet;
 - d. Sweep floors;
 - e. Wash floors;
 - f. Spot clean doors, light switches, door handles;
- B. Weekly:
 - a. Dust sills, ledges, frames, light fixtures, drapes/blinds, and shelves;
 - b. Wipe glass surfaces;
- C. Monthly:
 - a. Dust all surfaces not completed weekly;
- D. Annually:
 - a. Clean carpets;
 - b. Wash windows;
- E. As required:
 - a. Sweep sidewalks;
 - b. Snow removal;
 - c. Ice removal.

Custodial Services: Neighbourhood Enhanced Branch (Bayfield, Brussels, Zurich)

This schedule indicates the minimum frequency with which the following services should be provided.

Items listed as weekly should be adjusted based on the frequency in which the library is open (that is, up to several instances per week).

F. Weekly:

- a. Clean and sanitize all washrooms;
- b. Empty waste and recycling;
- c. Vacuum carpet;
- d. Sweep floors;
- e. Wash floors;
- f. Spot clean doors, light switches, door handles
- g. Dust sills, ledges, frames, light fixtures, drapes/blinds, and shelves;
- h. Wipe glass surfaces;

G. Monthly:

- a. Dust all surfaces not completed weekly;

H. Annually:

- a. Clean carpets;
- b. Wash windows;

I. As required:

- a. Sweep sidewalks;
- b. Snow removal;
- c. Ice removal.

Custodial Services: Neighbourhood Branch (Blyth, Hensall, Howick, Kirkton)

This schedule indicates the minimum frequency with which the following services should be provided.

J. Weekly:

- a. Clean and sanitize all washrooms;
- b. Empty waste and recycling;
- c. Vacuum carpet;
- d. Sweep floors;
- e. Wash floors;
- f. Spot clean doors, light switches, door handles
- g. Dust sills, ledges, frames, light fixtures, drapes/blinds, and shelves;

K. Monthly:

- a. Dust all surfaces not completed weekly;

L. Annually:

- a. Clean carpets;
- b. Wash windows;

M. As required:

- a. Sweep sidewalks;
- b. Snow removal;
- c. Ice removal.