



TIMMINS POLICE SERVICES BOARD Regular Meeting Agenda

May 9, 2024 at 11:00 AM

Timmins Police Services Community Boardroom

Members:

Kraymr Grenke, Chair
Kristin Murray, Vice-Chair
Steve Black, Member
Jamie Clarke, Member
Cheryl St-Amour, Member
Dave Landers, Board Secretary
Tina Perreault, Administrative Assistant

Police Services Advisor:

Tom Gervais

Timmins Police Service:

Denis Lavoie, Chief of Police
Darren Dinel, Acting Deputy Chief of Police

Page

1. CALL TO ORDER
2. LAND ACKNOWLEDGEMENT
3. APPROVAL OF AGENDA

a) **Approval of Agenda (R)**

BE IT RESOLVED THAT the agenda for the May 9, 2024 meeting of the Timmins Police Services Board be approved.

4. DECLARATION OF PECUNIARY INTEREST
5. APPROVAL OF PREVIOUS MINUTES

a) **Approval of Previous Minutes (R)**

BE IT RESOLVED THAT the minutes of the April 11, 2024 meeting be approved.

6. BUSINESS ARISING FROM THE MINUTES
7. NEW BUSINESS

3 - 57

Page

58 - 59

a) Update on Activities - Chief Lavoie

b) Indigenous Advisory Committee Update - Chief Lavoie

60 - 67

c) Statistical Report - Chief Lavoie

68 - 69

d) OPP Agreements - Chair/A/Deputy Dinel

70 - 72

e) Re-Appointment of Special Constable - Chair Grenke (R)

BE IT RESOLVED THAT the Timmins Police Services Board Re-Appoints Andrew Rivest as a Special Constable.

73 - 95

f) Correspondence - Dave Landers

8. OTHER MATTERS

9. NEXT MEETING

Thursday, June 20, 2024

10. ADJOURNMENT



**TIMMINS POLICE SERVICES BOARD
Regular Meeting Minutes**

**Thursday, April 11, 2024 at 11:00 AM
Timmins Police Services Community Boardroom**

-
- Present:** Steve Black
Jamie Clarke
Kraymr Grenke
Dave Landers
Cheryl St-Amour
Tina Perreault
- Absent:** Kristin Murray
- Police Services Advisor:** Tom Gervais
- Timmins Police Service:** Denis Lavoie, Interim Chief of Police
Darren Dinel, Acting Deputy Chief of Police

Guest:

1. **CALL TO ORDER**
This meeting was called to order at 11:07am.

2. **LAND ACKNOWLEDGEMENT**
Land acknowledgement completed.

3. **APPROVAL OF AGENDA**
a) **Approval of Agenda (R)**

**2024-16
Moved by Steve Black
Seconded by Cheryl St-Amour**

BE IT RESOLVED THAT the agenda for the April 11, 2024 meeting be amended by adding the following items:

- hire of Full Time 911 Communications Operator

- 2024-25 Bail Safety Program Agreement
- re-appointment of two Special Officers

CARRIED

Copy of BSP Staffing Information 2024-25
Timmins PS BSP Agreement 2024-25
Timmins PS BSP Agreement Signature Page 2024-25
Timmins PS BSP Funding Letter 2024-25
TPS bylaw Bail Safety

4. **DECLARATION OF PECUNIARY INTEREST**

There were no declarations of pecuniary interest.

5. **APPROVAL OF PREVIOUS MINUTES**

a) **Approval of Previous Minutes (R)**

2024-17

Moved by Cheryl St-Amour

Seconded by Jamie Clarke

BE IT RESOLVED THAT the minutes of the March 7 2024 meeting be approved.

CARRIED

6. **BUSINESS ARISING FROM THE MINUTES**

7. **NEW BUSINESS**

a) **Update on Activities - I/Chief Lavoie**

I/Chief Lavoie reviewed activities outlined in the report which included meetings regarding the CDSSAB building, walk-through of the Timmins Police Service building with upcoming new Chief Sydney Lecky, and attending the funeral for Shawn Donovan.

b) **Indigenous Advisory Committee Update - I/Chief Lavoie**

I/Chief Lavoie attended the Indigenous Advisory Committee (IAC) meeting where everyone seemed happy to welcome the new Chief. June 5, 2024, the TPS will welcome Indigenous moms and their children for a tour of the building. Northern College is hosting IC Pow Wow event this year. Officers will be attending training provided by IAC.

c) **Statistical Report - A/Deputy Chief Dinel**

A/Deputy Chief Dinel shared report information. The Timmins Police Service is working on a dashboard for the Timmins Police Service website which will allow full access to data that is provided to the board.

d) **Resignation of Full Time Clerk/Steno - I/Chief Lavoie (R)**

2024-18

Moved by Cheryl St-Amour

Seconded by Jamie Clarke

BE IT RESOLVED THAT the Timmins Police Services Board approves the resignation of Stephanie Seguin effective April 12, 2024.

CARRIED

e) Resignation of Full Time Communications Operator - I/Chief Lavoie (R)

2024-19

Moved by Steve Black

Seconded by Cheryl St-Amour

BE IT RESOLVED THAT the Timmins Police Service Board approves the resignation of Ian Mongeon effective March 27, 2024.

CARRIED

f) Response from Solicitor General - Chair Grenke

Chair Grenke reviewed the correspondence from the Solicitor General.

g) Chair's Report - Chair Grenke

Chair Grenke reviewed activities outlined in the report.

h) 2023 Annual Missing Person Report - A/Deputy Chief Dinel

A/Deputy Chief Dinel reviewed the report with the board.

2024-20

Moved by Cheryl St-Amour

Seconded by Jamie Clarke

BE IT RESOLVED THAT the 2023 Annual Missing Person Report be accepted, published on the Timmins Police Service Website, and sent to the Ministry of the Solicitor General.

CARRIED

i) 2024 Budget - Chair Grenke (R)

2024-21

Moved by Steve Black

Seconded by Jamie Clarke

BE IT RESOLVED THAT the Timmins Police Services Board submits to council, for consideration, a budget of \$18,644,838.00, a 3% increase from 2023.

CARRIED

j) Hire of a Full Time 911 Communications Operator - Chair Grenke (R)

2024-22

**Moved by Cheryl St-Amour
Seconded by Jamie Clarke**

BE IT RESOLVED THAT the Timmins Police Services Board does hereby approve the hire of Madison Bouffard for the Full Time 911 Communications Operator.

CARRIED

k) 2024-25 Bail Safety Program Agreement - Chair Grenke (R)

2024-23

**Moved by Steve Black
Seconded by Cheryl St-Amour**

BE IT RESOLVED that the Timmins Police Services Board does hereby enter into an agreement with the Ministry of the Attorney General for funding related to the Bail Safety Program 2024-25 in the amount of \$46,412.00 read first and second reading this 11th day of April, 2023.

CARRIED

2024-24

**Moved by Steve Black
Seconded by Cheryl St-Amour**

BE IT RESOLVED that the Timmins Police Services Board does hereby enter into an agreement with the Ministry of the Attorney General for funding related to the Bail Safety Program 2024-25 in the amount of \$46,412.00 read third and final time and enacted and passed this 11th day of April, 2024.

CARRIED

l) Appointment of two Special Officers - Chair Grenke (R)

2024-25

**Moved by Jamie Clarke
Seconded by Cheryl St-Amour**

BE IT RESOLVED that the Timmins Police Services Board does hereby appoint Eric Proulx and Danny Ansara as Special Constables.

CARRIED

SpCst App Ansara 2024

SpCst App Proulx 2024

m) Correspondence - Dave Landers

The correspondence was received by the board.

8. OTHER MATTERS

a) Recruitment Initiatives

A/Chief Lavoie informed the board on the latest recruitment initiatives.

b) Gratitude for Acting Chief Lavoie

Councilor Black thanked and acknowledge A/Chief Lavoie for filling in during this time.

9. NEXT MEETING

May 9, 2024

10. ADJOURNMENT

**2024-26
Moved by Jamie Clarke
Seconded by Cheryl St-Amour**

BE IT RESOLVED THAT the meeting be adjourned at 11:46.

CARRIED

CHAIR

SECRETARY

MINUTES ITEM #a)

Staffing Information Report

The Recipient shall provide the Province with an up-to-date contact and staffing information by June 30th of the Fiscal Year and afterwards as staffing changes occur. All staffing changes shall be reported to the Province pursuant to Article A17.0 of the Agreement and preferably by email to tpreports@ontario.ca.

BOARD CHAIR

	Name:
Primary Contact	Email:
	Phone:
	Name:
Secondary Contact	Email:
	Phone:

FINANCIAL REPORTING

	Name:
Primary Contact	Email:
	Phone:
	Name:
Secondary Contact	Email:
	Phone:

PROGRAM SUPERVISOR/MANAGER

	Name:
Primary Contact	Email:
	Phone:
	Name:
Secondary Contact	Email:
	Phone:

BAIL SAFETY OFFICER(S)

	Name:
Primary Officer	Email:
	Phone:
	Name:
Additional Officer	Email:
	Phone:
	Name:
Additional Officer	Email:
	Phone:

MINUTES ITEM #a)

**ONTARIO TRANSFER PAYMENT AGREEMENT
BAIL SAFETY PROGRAM**

THE AGREEMENT is effective as of the 1st Day of April 2024

BETWEEN:

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
AS REPRESENTED BY THE ATTORNEY GENERAL**

(the “Province”)

- and -

TIMMINS POLICE SERVICES BOARD

(the “Recipient”)

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 Entire Agreement

1.1 The agreement, together with:

- (a) Schedule “A” – General Terms and Conditions;
- (b) Schedule “B” – Project Specific Information and Additional Provisions;
- (c) Schedule “C” – Background, Objectives, and Deliverables;
- (d) Schedule “D” – Budget;
- (e) Schedule “E” – Payment Plan; and
- (f) Schedule “F” – Reports,
 - (i) Annex 1 – Quarterly Financial Report Form;
 - (ii) Annex 2 – User Guide for Monthly Statistical Report;
 - (iii) Annex 3 – Program Review Report; and

MINUTES ITEM #a)

2

(iv) Annex 4 – Staffing Information Report,
and any amending agreement entered into as provided for in section 4.1, constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 Conflict or Inconsistency

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, attached hereto, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”, attached hereto; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, attached hereto, the Additional Provisions will prevail over the provisions in Schedule “A”, attached hereto, to the extent of the inconsistency.

3.0 Counterparts, Electronic Signatures

3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed copy of a signature page of this Agreement by electronic mail shall be effective as delivery of a manually executed copy of the Agreement and each Party hereto undertakes to provide each other Party hereto with a copy of the Agreement bearing original signatures forthwith upon demand. The parties hereby consent to the use of electronic signatures in connection with the execution of the Agreement, and further agree that electronic signatures to the Agreement shall be legally binding with the same force and effect as manually executed signatures.

4.0 Amending the Agreement

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 Acknowledgement

5.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:

MINUTES ITEM #a)

3

- (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province; and
- (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

[The remainder of this page is intentionally left blank; Signature page to follow.]

MINUTES ITEM #a)

The Parties have executed the Agreement on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
AS REPRESENTED BY THE ATTORNEYGENERAL**

Name: Randy Schwartz
Title: Assistant Deputy Attorney General
Date:

TIMMINS POLICE SERVICES BOARD

Name:
Title:
Date:

Name:
Title:
Date:

I/We have authority to bind the Recipient.

Schedule "A" – 1

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 Interpretation and Definitions

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency;
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive; and
- (f) any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.

A1.2 **Definitions.** In the Agreement, the following terms shall have the meanings ascribed to them below unless there is something in the context inconsistent therewith:

- (a) **"Additional Provisions"** means the terms and conditions set out in Schedule "B", attached hereto;
- (b) **"Agreement"** means this agreement entered into between the Province and the Recipient, all of the schedules annexes listed in section 1.1 of the Agreement, and any amending agreement entered into pursuant to section 4.1 of the Agreement;
- (c) **"Bail Safety Interview Checklist"** means the Province approved checklist, which outlines questions to be asked during the pre-bail victim interview;
- (d) **"Budget"** means the budget attached to the Agreement as Schedule "D", attached hereto;
- (e) **"Business Day"** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business;
- (f) **"Confidential Information"** means any and all records and information, which identifies an accused person or a victim, or any other information that is of a confidential nature, regardless of whether it is expressly identified as confidential or not;
- (g) **"Duties"** has the meaning ascribed to it in Schedule "C", attached hereto;

MINUTES ITEM #a)

Schedule "A" – 2

- (h) **"Effective Date"** means the date set out at the top of the Agreement;
- (i) **"Event of Default"** has the meaning ascribed to it in section A13.1;
- (j) **"Expiry Date"** means the expiry date set out in Schedule "B", attached hereto;
- (k) **"Funding Year"** means:
 - (i) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
 - (ii) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31;
- (l) **"Funds"** means the money the Province provides to the Recipient pursuant to the Agreement;
- (m) **"Indemnified Parties"** means His Majesty the King in right of Ontario, His ministers, agents, appointees, and employees;
- (n) **"Maximum Funds"** means the maximum Funds set out in Schedule "B", attached hereto;
- (o) **"Notice"** means any communication given or required to be given pursuant to the Agreement;
- (p) **"Notice Period"** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4;
- (q) **"Parties"** means the Province and the Recipient;
- (r) **"Party"** means either the Province or the Recipient;
- (s) **"Participant"** means a victim or an accused individual, who is involved in the Program;
- (t) **"Program"** the meaning ascribed to it in Schedule "C", attached hereto;
- (u) **"Project"** means the undertaking described in Schedule "C", attached hereto;
- (v) **"Reports"** means the reports described in Schedule "F", attached hereto; and
- (w) **"V/WAP"** has the meaning ascribed to it in Schedule "C", attached hereto.

A2.0 Representations, Warranties, and Covenants

A2.1 **General.** The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;

MINUTES ITEM #a)

Schedule "A" – 3

- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 Term of the Agreement

A3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

A4.0 Funds and Carrying out the Project

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;

MINUTES ITEM #a)

Schedule "A" - 4

- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule "E", attached hereto; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section A12.1.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget; and
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario; and
- (e) as required by the *French Language Services Act* (Ontario).

A4.4 Interest Bearing Account. If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 Interest. If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

MINUTES ITEM #a)

Schedule "A" - 5

A4.6 **Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 Recipient's Acquisition of Goods or Services, and Disposal Of Assets

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B", attached hereto, at the time of purchase.

A6.0 Conflict of Interest

A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.3 **Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 Reports, Accounting, And Review

A7.1 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", attached hereto, or in a form as specified by the Province from time to time;

MINUTES ITEM #a)

Schedule "A" - 6

- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 **Record Maintenance.** The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.3 **Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

A7.4 **Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 Communications Requirements

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and

MINUTES ITEM #a)

Schedule "A" - 7

- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 Publication. The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 Indemnity

A9.1 Indemnification. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 Insurance

A10.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

MINUTES ITEM #a)

Schedule "A" - 8

A11.0 Termination on Notice

A11.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A11.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 Termination Where No Appropriation

A12.1 **Termination Where No Appropriation.** If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A12.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

A12.3 **No Additional Funds.** If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 Event of Default, Corrective Action, and Termination For Default

A13.1 **Events of Default.** Each of the following events will constitute an Event of Default:

MINUTES ITEM #a)

Schedule "A" - 9

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

A13.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A13.3 Opportunity to Remedy. If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

MINUTES ITEM #a)

Schedule "A" - 10

A13.4 **Recipient not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 **When Termination Effective.** Termination under this Article will take effect as provided for in the Notice.

A14.0 Funds at the End of a Funding Year

A14.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A15.0 Funds Upon Expiry

A15.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 Debt Due and Payment

A16.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A16.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

MINUTES ITEM #a)

Schedule "A" - 11

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

- A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B", attached hereto.
- A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A17.0 Notice

- A17.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, or personal delivery, and will be addressed to the Province and the Recipient respectively as provided for Schedule "B", attached hereto, or as either Party later designates to the other by Notice.
- A17.2 **Notice Given.** Notice will be deemed to have been given:
- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
 - (b) in the case of email or personal delivery, one Business Day after the Notice is delivered.
- A17.3 **Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:
- (a) Notice by postage-prepaid mail will not be deemed to be given; and
 - (b) the Party giving Notice will give Notice by email or personal delivery.

A18.0 Consent by Province and Compliance by Recipient

- A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 Severability of Provisions

- A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

MINUTES ITEM #a)

Schedule "A" - 12

A20.0 Waiver

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

A21.0 Independent Parties

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A22.0 Assignment of Agreement or Funds

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A23.0 Governing Law

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A24.0 Further Assurances

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

MINUTES ITEM #a)

Schedule "A" - 13

A25.0 Joint And Several Liability

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 Rights And Remedies Cumulative

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A27.0 Failure to Comply With Other Agreements

A27.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of Her agencies (a "Failure");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A.28.0 Safekeeping and Storage

A28.1 All Confidential Information shall be stored in:

- (a) a filing cabinet or a secure room that shall be kept locked except when access to the Confidential Information is necessary; or
- (b) on secure electronic media that shall be password protected and encrypted.

A28.2 The Recipient shall ensure that:

- (a) access to the Confidential Information is limited to only those persons who require such access, and shall maintain a current list of the names of such persons; and
- (b) adequate and effective measures are taken to ensure the continuing security and confidentiality of the Confidential Information during any necessary storage, transportation, handling, and destruction.

A28.3 Where the Confidential Information is required for use, or is otherwise not locked in a filing cabinet or secure room, it shall at all times be in the custody and under the

MINUTES ITEM #a)

Schedule "A" - 14

personal supervision of the Recipient. Where Confidential Information is required for use, it shall not, at any time, be left on display while unattended and only the Recipient shall be allowed access to the Confidential Information.

A28.4 **Confidentiality.** Except as required by law, at all times during or after the term of this Agreement, the Recipient, including its directors, officers, employees, agents, and volunteers, shall hold confidential and shall not disclose or release, in any manner whatsoever, to any person other than the Province, all information (whether or not in documentary form) that could identify any Participant.

A29.0 Survival

A29.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0, Article A28.0, and Article A29.0.

END OF GENERAL TERMS AND CONDITIONS

MINUTES ITEM #a)

Schedule "B" – 1

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$46,412
Expiry Date	October 31, 2025
Amount for the purposes of section A5.2 (Disposal) of Schedule "A"	\$2,000
Insurance	\$2,000,000
Contact information for the purposes of Notice to the Province	Position: Corinna Kitchen Program Coordinator Address: 720 Bay St. 9 th Floor Toronto, ON, M7A 2S9 Email: corinna.kitchen@ontario.ca
Contact information for the purposes of Notice to the Recipient	Position: Kraymr Grenke, Chair Address: 220 Algonquin Boulevard East Timmins, ON P4N 1B3 Email: kraymr@mlgconsulting.ca
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Position: Linda Johns, Chief Accountant Address: 220 Algonquin Boulevard East Timmins, ON P4N 1B3 Email: linda.johns@timmins.ca

Additional Provisions:

None

MINUTES ITEM #a)

Schedule "C"- 1

SCHEDULE "C"

BACKGROUND, OBJECTIVES, AND DELIVERABLES

1. Background

The Bail Safety Program (the "Program") is a specialized domestic violence bail program. The Program requires the Recipient to collect information to assist in the identification of intimate partner violence risk factors and to provide the findings to the Crown to assist in their making recommendations during bail hearings.

2. Objectives

In general, the key objectives of the Program are to:

- (a) improve the information available to the Crown at the bail hearing;
- (b) enhance the victim's safety following the arrest of an accused;
- (c) distinguish between high and low risk situations; and
- (d) offer support and information to the victim at the earliest opportunity in the court process.

3. Deliverables of the Project

The Recipient shall deliver and administer the Program for **Timmins** (the "Project"), by:

- (a) recruiting, screening, training, and supervising **0.5** police officer (the "Bail Safety Officer") to:
 - (i) conduct pre-bail victim interviews for intimate partner violence cases;
 - (ii) determine the level of risk to the victim;
 - (iii) provide early support to the victims;
 - (iv) prepare documentation for bail briefs and recommendations for the Crown; and
 - (v) monitor the outcome of the case as it proceeds through the criminal justice system and provide regular updates to the victims;
- (b) ensuring that the Bail Safety Officer:
 - (i) has experience in intimate partner violence investigations;
 - (ii) performs the following:
 - (A) reviewing all new arrests and identifying intimate partner violence arrests where the accused is being held for a bail hearing,
 - (B) notifying the Victim Witness Assistance Program (the "V/WAP") staff of new intimate partner violence arrests;

MINUTES ITEM #a)

Schedule "C"- 2

- (C) collaborating with the V/WAP staff in arranging and completing the pre-bail interview process with the victim, which will be conducted together;
 - (D) completing the Bail Safety Interview Checklist;
 - (E) consulting with the officer-in-charge of the arrest, as required;
 - (F) obtaining all prior related occurrence reports and updated criminal record information;
 - (G) completing a firearms check on the accused and any proposed sureties;
 - (H) searching the names of proposed sureties for criminal records;
 - (I) reporting any children in need of protection to the local child protective services;
 - (J) completing all bail related documents and placing said documents in the crown brief the day following the arrest of the accused, including the recommendations on bail release and specific bail release conditions;
 - (K) at the request of the Crown, providing additional information;
 - (L) testifying during the bail hearing, if required; and
 - (M) attending regular meetings with the local Crown and the V/WAP staff to discuss the Project, including protocols and procedures of the Project and specific cases,
- (collectively, the "Duties").

MINUTES ITEM #a)

Schedule "D" – 1

**SCHEDULE "D"
BUDGET**

1. Budgetary Guidelines

- (a) The Funds must be used for salaries and benefits for the Bail Safety Officers.
- (b) The Bail Safety Officer’s salary and benefit must be identified as expenditures and reported in the Quarterly Financial Reports.

2. Budget

Below, is the budget for the Fiscal Year **2024-25**.

EXPENSES	AMOUNT (\$)
Salaries	36,546
Employee Benefits	9,866
TOTAL (\$)	\$46,412

3. Breakdown of Budget

Below, is the breakdown of the budget regarding salary and benefits.

POSITION TITLE AND RANK	% OF FULL TIME EMPLOYMENT DEDICATED TO THE PROJECT	SALARY CORRESPONDING TO THE PERFORMANCE OF THE PROJECT (\$)	BENEFITS CORRESPONDING TO THE PERFORMANCE OF THE PROJECT (\$)	TOTAL L (\$)
Bail Safety Officer	60	59,200	15,948	75,148
TOTAL (\$)		\$59,200	\$15,948	\$75,148

MINUTES ITEM #a)

Schedule "E" – 1

**SCHEDULE "E"
PAYMENT PLAN**

PAYMENT DATE	AMOUNT (\$)
On or about April 1, 2024	11,603
On or about July 1, 2024	11,603
On or about October 1, 2024	11,603
On or about January 1, 2025	11,603

MINUTES ITEM #a)

Schedule "F" – 1

**SCHEDULE "F"
REPORTS**

NAME OF REPORT	DUE DATE
Quarterly Financial Reports: (a) Quarter 1; (b) Quarter 2; (c) Quarter 3; and (d) Quarter 4.	(a) Oct 30, 2024; (b) Oct 30, 2024; (c) Jan 30, 2025; and (d) Apr 30, 2025.
Monthly Statistical Report	15 th day of each subsequent month
Program Review Report	Dec 15, 2024
Staffing Information Report	Jun 30, 2024 and thereafter as staffing changes occur
Reports specified from time to time	On a date or dates specified by the Province.

MINUTES ITEM #a)

Annex 1 of Schedule "F" – 1

ANNEX 1 QUARTERLY FINANCIAL REPORT

1. Definitions

- Categories: Column A of the Quarterly Financial Report lists the specific line items of the approved budget for the Fiscal Year.
- Annual Approved Budget: Column B of the Quarterly Financial Report is the approved budget amount for each of the line items for the Fiscal Year.
- Projected Quarterly Expenditures: Columns C, G, K and D of the Quarterly Financial Report are the anticipated expenditures for each quarter.
- Actual Expenditures: Columns D, H, L and P of the Quarterly Financial Reports reports on expenditures in each quarterly period.

2. 2024-25 Reporting Due Dates

- Quarterly Financial Report, including the Variance Report for Q1: Oct 30, 2024.
- Quarterly Financial Report, including the Variance Report for Q2: Oct 30, 2024.
- Quarterly Financial Report, including the Variance Report for Q3: Jan 30, 2025.
- Quarterly Financial Report, including the Variance Report for Q4: Apr 30, 2025.

3. Instructions

- Confirm **the approved budget line item amounts** in Column B (Tab 2) of the Quarterly Financial Report. Amounts should correspond with Schedule "D" of the Agreement.
- Complete **the Quarterly Financial Reports** (Tab 2) by entering the projected expenditures for the Fiscal Year and recording the expenditures as they occur for each quarter.
- The projected expenditures should reflect the anticipated expenditures for the Program for each quarterly period (i.e., audit expenditure should be reflected only in the quarterly period that it is anticipated to be paid). Budget items should not simply be divided per quarter. Projections MUST NOT be changed in subsequent quarters.
- **Please explain all variances** (surplus and deficits) that are equal to or larger than ten percent (10%) for each quarter by using the appropriate Variance Reports (Tabs 3-6). Variance explanations should be provided only if the **total** quarterly Salary and Benefits vary more than ten percent (10%) from the projected expenditures. Do not adjust expenditures in a previous quarter once the report has been submitted. Rather, note the expenditure in the quarter being reported on and provide an explanation in the Variance Report.
Note : To calculate YTD expenditures and variances, change the reporting period highlighted in yellow to the correct reporting period, i.e., "Q3".
- The Variance Reports must be signed by an individual with signing authority for the Recipient.
- **Please ensure that the Variance Reports are signed and submitted even if there are no variances**

4. Year-End Reporting

- The Recipient is not required to conduct a financial audit for the Funds.

5. Reports to be Submitted to the Province

- Please submit the following reports via email to treports@ontario.ca or **TPON** once advised to do so, in accordance with the reporting schedule above:
 - a) Excel version of Annex 1 of Schedule "F" (Quarterly Financial Report); and
 - b) Scanned signed copy of the Variance Report.

6. Questions

- Any questions about the completion of the Quarterly Financial Reports, including the Variance Reports should be directed to: **Corinna Kitchen at corinna.kitchen@ontario.ca or 416-436-5088**

MINUTES ITEM #a)

Annex 1 of Schedule "F" – 3

VARIANCE REPORT FOR Q1

Recipient's Name: _____ Court: _____

Program Name: Bail Safety Program

Reporting Period: April 1 to June 30, 2024

Due: October 30, 2024

Please provide an explanation if the total variance in Salary and Benefits is greater than ten percent (10%) of the projected amount for the reporting period.

Expense Category	Variance Amount (\$) (Column E in Tab 2)	Explanation for Variance	Proposed Action to Address Variance
Salary and Benefits			
TOTAL \$	-		

FINANCIAL REPORT COMPLETED BY:

Name _____ Date _____

Email _____

I, the undersigned, on behalf of the recipient and not in my personal capacity, having made such inquiries as I have deemed necessary and advisable for the Quarterly Financial Report, including the Variance Report for the first quarter and hereby certify that to the best of my knowledge, information, and belief that the information provided herein is accurate and complete and is being relied upon by the Province for purposes of the Funds and the Agreement.

Signature _____

Name _____

Title _____

Date _____

MINUTES ITEM #a)

Annex 1 of Schedule "F" – 5

VARIANCE REPORT FOR Q3

Recipient's Name: _____ Court: _____

Program Name: Bail Safety Program

Reporting Period: October 1 to December 31, 2024
Due: January 30, 2025

Please provide an explanation if the total variance in Salary and Benefits is greater than ten percent (10%) of the projected amount for the reporting period.

Expense Category	Variance Amount (\$)	Explanation for Variance	Proposed Action to Address Variance
Salary and Benefits			
TOTAL	\$ -		

FINANCIAL REPORT COMPLETED BY:

Name Date

Email

I, the undersigned, on behalf of the Recipient and not in my personal capacity, having made such inquiries as I have deemed necessary and advisable for the Quarterly Financial Report, including the Variance Report for the third quarter and hereby certify that to the best of my knowledge, information, and belief that the information provided herein is accurate and complete and is being relied upon by the Province for purposes of the Funds and the Agreement.

Signature

Name

Title

Date

MINUTES ITEM #a)

Annex 1 of Schedule "F" – 6

VARIANCE REPORT FOR Q4

Recipient's Name: _____ Court: _____

Program Name: Bail Safety Program

Reporting Period: January 1 to March 31, 2025

Due: April 30, 2025

Please provide an explanation if the total variance in Salary and Benefits is greater than ten percent (10%) of the projected amount for the reporting period.

Expense Category	Variance Amount (\$) <small>(Column D in Tab 2)</small>	Explanation of Variance	Proposed Action to Address Variance
Salary and Benefits			
TOTAL \$	-		

FINANCIAL REPORT COMPLETED BY:

Name Date

Email

I, the undersigned, on behalf of the recipient and not in my personal capacity, having made such inquiries as I have deemed necessary and advisable for the Quarterly Financial Report, including the Variance Report for the fourth quarter and hereby certify that to the best of my knowledge, information, and belief that the information provided herein is accurate and complete and is being relied upon by the Province for purposes of the Funds and the Agreement.

Signature

Name

Title

Date

MINUTES ITEM #a)

Annex 2 of Schedule "F" – 1

**ANNEX 2
USER GUIDE FOR MONTHLY STATISTICAL REPORT**

This User Guide for the Monthly Statistical Report (the "User Guide") provides a detailed explanation about the information that should be recorded in the Monthly Statistical Report.

By using the User Guide, the Recipient will be able to collect the required information and enter such information, in the correct format, into the Monthly Statistical Report.

1. Reporting Requirements

Please note that the statistics are to be submitted to the Province electronically by the 15th day of each subsequent month: for example, January statistics are due by February 15th.

2. Report Submission

Reports are submitted automatically by using the Statistical Reporting Tool. Please contact Corinna Kitchen by email at Corinna.Kitchen@ontario.ca or by phone at 416-436- 5088 with any questions or concerns about report completion and/or submission.

3. Objectives of the Programs

The Objectives of the Program are to:

- (a) improve the information available to the Crown at the bail hearing;
- (b) enhance the victim's safety following the arrest of an accused;
- (c) distinguish between high and low risk situations; and
- (d) offer support and information to the victim at the earliest opportunity in the court process.

4. Program Performance Measures

The Province gathers monthly statistical data, which captures:

- (a) the number and the percentage of recommendations for bail that are accepted by the court;and
- (b) the number and the percentage of victims of intimate partner violence who participated in the Program.

5. Program Outcomes

The Program's outcomes include, but are not limited to, for cases where the victim has provided input, the number and the percentage of cases where the Bail Safety Officer's recommendations for bail release or bail conditions were accepted by the court.

MINUTES ITEM #a)

Annex 2 of Schedule "F" – 2

Statistical Report

The following section provides a detailed description of the functions of each of the input fields and buttons on the BSP Statistical Reporting Tool and the required entries for each.

The screenshot shows the 'BAIL SAFETY PROGRAM Monthly Statistical Report' interface. It features a title bar at the top center. Below the title, there are three input fields: 'Reporting Period' with dropdowns for '2020' and 'Oct', 'Police Service' with a dropdown showing 'Durham Regional Police Service', and 'Location: Court "X"' with a dropdown showing '02 Durham'. To the right of these fields are three buttons: 'Refresh', 'Save & Exit', and 'About'. At the bottom of the interface is a horizontal bar containing six buttons: 'New File', 'Update File', 'Turn Filters On', 'Create Police Copy', 'Preview Submission File', and 'Submit File to Ministry'.

TO START:

Reporting Period

Select the year and the month from the drop-down menu to indicate the reporting month. If you have been working on the tool prior to making the submission, remember to go back to this field and change the date to the month being reported on.

Agency

Select the name of your police service from the drop-down menu.

Court Location

Select the court being reported on from the drop-down menu. This is the court from which the BSP referral originated.

New File

This button is selected to enter a new referral. When the button is selected, the following screen appears:

MINUTES ITEM #a)

Annex 2 of Schedule "F" – 3

The screenshot shows a software interface for entering case information. It is titled 'New File' and contains several sections:

- Intake Details:** Includes fields for Victim Number, Occurrence #, Repeat Victim (dropdown), Accused Last Name, Accused First Name, Victim Last Name, Victim First Name, Victim Gender (dropdown), Date of Referral (mm/dd/yyyy), and Bail Safety Checklist (mm/dd/yyyy).
- Interview:** Includes Victim Interview (dropdown), Warrants (dropdown), High-Risk (dropdown), Additional Investigative Follow-up (dropdown), Bail Recommendation (dropdown), and Bail Conditions Recommended (dropdown).
- Outcome:** Includes Bail Conditions Accepted (dropdown), Victim Notification (dropdown), Bail Decision (dropdown), Date of Release (mm/dd/yyyy), and Case Closed (mm/dd/yyyy).
- Offences:** Includes a 'List...' button and a text area.
- Comments:** Includes a large text area for notes.

Buttons for 'Cancel' and 'Save' are located at the bottom right of the form.

INTAKE DETAILS:

Victim Number

Each referral must be assigned a Victim ID/case number. Use the format of site number-Victim number - year for the Victim ID number. The Victim number should be the order in which they were referred to the Recipient during the year. Please use all four digits for the Victim # i.e. 02-0002-2024 would be Durham court – 2nd referral – for the year 2024.

Victim numbering should begin on January 1st and continue throughout the year. On January 1st begin the victim numbering at 0001 for the new year.

NOTE: If there are new domestic violence charges committed against the same victim a new victim number should be assigned to the case as it is a separate incident.

MINUTES ITEM #a)

Annex 2 of Schedule "F" – 4

Site numbers

- | | | |
|--------------|-------------|-----------------|
| 01. Chatham | 02. Durham | 03. Hamilton |
| 04. Kingston | 05. Lanark | 06. London |
| 07. Napanee | 08. Sudbury | 09. Thunder Bay |
| 10. Timmins | | |

Police Occurrence Number

This number is the Police Occurrence number related to the charges involving the victim.

Accused Name (For Police Use Only)

The accused's name is for use and reference by the Bail Safety Project Officers only. Consequently, accused names will be automatically removed from the version which is submitted to the Province. There is no requirement to manually delete the names prior to submitting the statistical report.

Victim Name (For Police Use Only)

The victim's name is for use by the Bail Safety Project Officers only. Consequently, victim names will be automatically removed from the version which is submitted to the Province. There is no requirement to manually delete the names prior to submitting the statistical report.

Repeat Victim

Is the Victim's name on a previous statistical submission regarding a previous offence? *(Enter only if a victim of the same accused)* Choose from the dropdown menu: Yes or No.

Gender

Choose from the dropdown menu: Male or Female or Non-Binary

Date of Referral

Enter the date the case was received by the Bail Safety Officer/s from the arresting officer or identified through the police data base. It should be entered as mm/dd/yyyy. Select the appropriate date from the calendar pop up within the field.



MINUTES ITEM #a)

Annex 2 of Schedule "F" – 5

Bail Safety Checklist

Enter the date the Bail Safety Checklist was completed. Select the appropriate date from the calendar pop up within the field.

INTERVIEW:

Victim Interview

Choose from the dropdown menu Phone Contact; In-Person Contact; No Contact (unable to reach victim); Declined to Participate; Input without full interview; Dual Charges; or WASH Court (occurrence happened over a weekend or statutory holiday and Bail Safety Officers were not available.)

Warrants

If there is a warrant for the accused for the present charges enter yes. Otherwise leave blank. From a program perspective, it is not necessary to complete a Bail Safety Checklist on a case where there is an outstanding warrant as there will be no bail hearing. However, some sites have indicated they wish to begin the process and track these cases. It is recommended that outstanding warrant matters be closed after a few months if the accused has not been picked up. Outstanding warrant cases will not be counted as a referral on local statistical reports as they are not a case for which the bail process has been conducted. They are on the reporting tool for individual police services tracking purposes only.

High Risk

Based on the completion of the Bail Safety Checklist interview and the risk assessment, was the case deemed to be High Risk? Choose from the dropdown menu: Yes or No.

Additional Investigative Follow up

Based on the completion of the Bail Safety Checklist was information received forwarded within your service for additional investigative follow up regarding other intimate partner violence incidents within the relationship e.g. historical assaults etc. Choose from the dropdown menu: Yes or No.

Bail Recommendation

What was the position of the Bail Safety Officer? Choose from the dropdown menu: Opposed; or Not

Opposed. *Note: This is the position of the Bail Safety Officer AFTER the completion of the Bail Safety Checklist NOT the position of the arresting officer.*

Bail Conditions Recommended

Did the Bail Safety Officer recommend one or more bail conditions specific to this individual case? Choose from the dropdown menu: Yes or No.

Offences

Click on the List button and a menu of most common offences will appear:

MINUTES ITEM #a)

Annex 2 of Schedule "F" – 6

Offences List
Assault
Assault CBH
Assault with Weapon
Choking
Criminal Harassment
Fail to Comply Probation
Fail to Comply Release order
Forcible Confinement
Mischief Under \$5000
Theft Under \$5000
Unlawfully in Dwelling
Utter Threats

Select all offences that apply.

Offences can be selected in two ways:

- (A) Double clicking on the offence name
- (B) Highlighting the offence and using the arrow key to move the selected offence into the input field

Multiple different offences can be selected from the drop-down menu using the steps above or by holding down the "control" key and left clicking on the mouse or on the touch pad (on the laptop). This action allows for the selection of separate offences which can then be simultaneously moved over to the input field using the ">" arrow.

To delete entries from the input field, follow the same directions but select the "<" arrow or double click on the offence. Each double click on multiple counts of an offence will reduce the number counts by one, i.e., if you have selected Assault three (3) times, double clicking on the offence will reduce the number of occurrences by one each time.

If "other" is selected, indicate the offence in the comments section of the Reporting Tool.

Save Selection(s)

Remember to hit **Save Selection(s)** prior to exiting this field in order to save the entries.

MINUTES ITEM #a)

Annex 2 of Schedule "F" – 7

CASE OUTCOME:

Bail Conditions Accepted

Did the court accept one or more of the conditions recommended by the Bail Safety Officer?
Choose from the dropdown menu: All; Some; None or None recommended.

Victim Notification

Was the victim notified regarding the bail decision?
Choose from the dropdown menu: Within 24hrs; after 24hrs; or unable to contact.

Bail Decision

Choose from the dropdown menu:

- Bail Granted Consent Release
- Bail Granted Contested
- Bail Denied Contested
- Bail Denied Consent Release
- Guilty Plea**

Date of Release

Enter the date the accused was released.
If the accused was not released as bail was denied, leave blank.
If the accused appeared at court at a later date and bail was granted, update the file with the new information and enter the release date.

Case Closed

Enter the date that the case was closed off. This will likely be the same date as date of Release or, if bail was denied, the date of the bail hearing. Once the case has been closed you will note that it will be highlighted in yellow on the Excel document.

Comments

Enter any specific notes related to the case that you would like to bring to the Ministry's attention or to alert yourself to some specific details of the case for follow up.



Once all the information has been entered into the template click
The details will be captured as a row in the Excel document.

BACK TO THE EXCEL SPREADSHEET:

Once returned to the Excel Spreadsheet, a new case can be entered, or existing cases can be updated or edited. To enter a new case, follow the instructions listed above.

To update or edit an existing case press the **Update File** button.

MINUTES ITEM #a)

Annex 2 of Schedule "F" – 8



Update file

This feature will return the user to the screen that was completed when the data was entered for the case as a “new file” and allow for the updating and/or editing of that information.

SUBMITTING MONTHLY STATISTICAL REPORTS:

The Statistical Report submissions are due to the Ministry by the 15th of each month at the latest. Under the new reporting system, only cases that have been entered as new or have been updated during the reporting period will be submitted. This report will be generated automatically when you select the Submit File to Ministry button and will not require any specific action on your part to organize the reporting document or select those updated cases.

Create Police Copy

If you would like to keep a copy of the report submitted to the Ministry, select the **Create Police Copy** button. You may then label and save this file as you like for your own records and police service requirements. However, any updates made to this police copy will not be recorded on the Ministry Statistical Reporting Tool, so please remember to use the Ministry tool for your ongoing daily work.

Preview Submission File

This feature allows the submission to be reviewed prior to submission to the Ministry. Any required adjustments can be made using the **Update File** function or files deleted using the **Delete File** function.

Delete File

This function allows the user to delete a row on the Statistical Reporting Tool. Highlight the row and select “delete”.

Submit File to Ministry

Once you have completed the report and are ready to submit to the Ministry, please select **SUBMIT FILE TO MINISTRY**. An email will automatically be generated and named. Please do not adjust the naming of the file. Select **SEND** to submit the file.

MINUTES ITEM #a)

Annex 3 of Schedule "F" – 1

**ANNEX 3
PROGRAM REVIEW REPORT**

Recipient's Name: [insert]
Court Location(s): [insert]
Reporting Period: April 1st – November 30th
Due Date: December 15, 2024
Program Review completed by: [insert]
Date Submitted: [insert]

Instructions:
Please answer the questions listed below in the space provided. Please submit the completed report and any required attachments via email to tpreports@ontario.ca

Questions:

What is working well in the delivery of the Program?

Are there any new trends or changes in the types of charges or victim issues typically being seen in the Program?

Have there been any program delivery challenges and, if so, how have they been addressed?

Do you have any additional comments? For example: new processes that had positive outcomes; specifics on challenging cases; strategies to enhance victim participation etc.

MINUTES ITEM #a)

Annex 4 of Schedule "F" – 1

ANNEX 4

Schedule "F" : Staffing Information

The Recipient shall provide the Province with an up-to-date contact and staffing information by June 30th of the Fiscal Year and afterwards as staffing changes occur. All staffing changes shall be reported to the Province pursuant to Article A17.0 of the Agreement and preferably by email to tpreports@ontario.ca.

BOARD CHAIR	
Primary Contact	Name:
	Email:
	Phone:
Secondary Contact	Name:
	Email:
	Phone:

FINANCIAL REPORTING	
Primary Contact	Name:
	Email:
	Phone:
Secondary Contact	Name:
	Email:
	Phone:

PROGRAM SUPERVISOR/MANAGER	
Primary Contact	Name:
	Email:
	Phone:
Secondary Contact	Name:
	Email:
	Phone:

BAIL SAFETY OFFICER(S)	
Primary Officer	Name:
	Email:
	Phone:
Additional Officer	Name:
	Email:
	Phone:
Additional Officer	Name:
	Email:
	Phone:

MINUTES ITEM #a)

The Parties have executed the Agreement on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
AS REPRESENTED BY THE ATTORNEYGENERAL**

Name: Randy Schwartz
Title: Assistant Deputy Attorney General
Date:

TIMMINS POLICE SERVICES BOARD

Name:
Title:
Date:

Name:
Title:
Date:

I/We have authority to bind the Recipient.

MINUTES ITEM #a)

Ministry of the Attorney General
Strategic Operations and
Management Centre

Criminal Law Division
McMurtry-Scott Building
720 Bay Street, 9th Floor
Toronto, ON M7A 2S9

Ministère du Procureur général
Centre de gestion et des opérations
stratégiques

Division du droit criminel
Édifice McMurtry-Scott
720, rue Bay, 9^e étage
Toronto, ON M7A 2S9



April 4, 2024

Kraymr Grenke, Chair
Timmins Police Services Board
Timmins Police Service
220 Algonquin Blvd. East
Timmins, ON P4N 1B3

Dear Kraymr Grenke:

RE: BAIL SAFETY PILOT PROGRAM 2024-25

This letter is to confirm renewal of your Bail Safety Program (BSP) Contractual Agreement for the 2024-25 fiscal year.

Please note that your funding amount will be \$46,412 for the 2024-25 fiscal year.

Please note that this funding is conditional on the execution of a legally binding funding agreement setting out appropriate accountability and oversight for the funds, and the government receiving the necessary appropriations from the Ontario Legislature.

A copy of the 2024-25 BSP Agreement and related schedules are attached for review and signature. Kindly return an endorsed copy of the Agreement, to treports@ontario.ca by **April 12, 2024**.

An electronic copy of the signed Agreement will be returned to you once endorsed by the Ministry. Agreements for 2024-25 must be endorsed by both the Ministry and the Recipient before initiating the payment process.

Thank you to you and your officers for your ongoing commitment to the Program.

Yours truly,

A handwritten signature in black ink, appearing to read "Majid Juma", written over a horizontal line.

Majid Juma
Director, Strategic Operations and Management Centre
Criminal Law Division

MINUTES ITEM #a)

TIMMINS POLICE SERVICES BOARD

BY-LAW No. 2024-000X

Being a By-law to authorize the Timmins Police Services Board to enter into an agreement with the Ministry of the Attorney General in the amount of \$46,412 regarding the Bail Safety Program 2024-25.

WHEREAS Timmins Police Services Board considers it desirable to enter into an agreement with the Ministry of the Attorney General for funding related to the Bail Safety Program 2024-25;

NOW THEREFORE Timmins Police Services Board enacts the following as a By-law:

- 1. THAT the Timmins Police Services Board enter into agreement with the Ministry of the Attorney General in the amount of \$46,412 regarding the Bail Safety Program 2024-25.
- 2. THAT a copy of the agreement is attached hereto and marked as Appendix "A" to this Bylaw.
- 3. THAT the Chair and Interim Chief and are hereby authorized to execute the said agreement on behalf of the Timmins Police Services Board.

READ a first and second time this 11th day of April, 2024.

READ a third and final time and enacted and passed this 11th day of April, 2024.

CHAIR (Kraymr Grenke)

SECRETARY (Dave Landers)

MINUTES ITEM #I)



Application For Appointment as Special Constable (pursuant to Section 53 of the *Police Services Act*)
Information provided on this application will be regarded as strictly confidential.

A. GENERAL INFORMATION (to be completed by special constable candidate)

<input checked="" type="radio"/> Mr. <input type="radio"/> Ms		ID # 356
<i>Surname</i> Ansara	<i>Given Names</i> Danny	
<i>Address</i> 323 Frontenac Drive		<i>Apt./Unit</i>
<i>City</i> Timmins	<i>Province</i> ON	<i>Postal Code</i> P4N 7M2
<i>Residence Telephone</i> 705-221-6161	<i>Business Telephone</i> - -	<i>Date of Birth (Y/M/D)</i> 53/02/20
<i>Driver's Licence Number</i> A5968-15485-30220	<i>Province of Issue</i> Ontario	
Have you ever been:		<i>From (Y/M/D)</i> <i>To (Y/M/D)</i>
1. a member of a police service?		<input type="radio"/> Yes <input checked="" type="radio"/> No
2. an auxiliary police officer?		<input type="radio"/> Yes <input checked="" type="radio"/> No
3. a special constable?		<input checked="" type="radio"/> Yes <input type="radio"/> No
		12/06/25 Present

B. EMPLOYMENT INFORMATION (to be completed by employer)

<i>Name of Employer</i> Timmins Police Service			
<i>Address</i> 185 Spruce Street South			
<table border="0"> <tr> <td><i>City</i> Timmins</td> <td><i>Province</i> Ontario</td> <td><i>Postal Code</i> P4N 2M7</td> </tr> </table>	<i>City</i> Timmins	<i>Province</i> Ontario	<i>Postal Code</i> P4N 2M7
<i>City</i> Timmins	<i>Province</i> Ontario	<i>Postal Code</i> P4N 2M7	
<i>Business Telephone</i> 705-264-1201			
Describe the purpose for which special constable status is being requested. (Use additional paper if necessary) Security for Ontario Court of Justice and Superior Court of Justice. Tasks include: searching, guarding and controlling of prisoners, providing security at crime scene as well as premises or places occupied or utilized as courts or police facilities; service of summonses and/or subpoenas; service of legal documents, execution of warrants and other court orders; transportation of prisoners. Conduct traffic control at emergent situations.			

MINUTES ITEM #I)

B. EMPLOYER INFORMATION (to be completed by employer) (cont'd)

<i>Police officer powers requested – please specify statute and section(s) Provide justification on separate page(s) and attach to application</i>		<i>Geographic Jurisdiction of Special Constable Appointment</i>
<i>Highway Traffic Act</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="checkbox"/> Province of Ontario
<i>Motorized Snow Vehicles Act</i>	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="checkbox"/> Municipality(ies): (please specify)
<i>Liquor Licence and Control Act</i>	<input type="radio"/> Yes <input checked="" type="radio"/> No	Trespass to Property Act s.9(1), s.9(2)
<i>Youth Criminal Justice Act</i>	<input type="radio"/> Yes <input checked="" type="radio"/> No	Mental Health Act s.33
<i>Mental Health Act</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No	Highway Traffic Act of Ontario s.134
<i>Trespass to Property Act</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No	
<i>Other(s) (please specify)</i>	<input type="radio"/> Yes <input checked="" type="radio"/> No	
<i>Is the applicant a Canadian citizen, permanent resident of Canada, or lawfully able to work in Canada?</i>		<i>Is the applicant physically and mentally able to perform the duties of the position having regard for his or her own safety, and the safety of the public where applicable?</i>
<input checked="" type="radio"/> Yes <input type="radio"/> No		<input checked="" type="radio"/> Yes <input type="radio"/> No
<i>Is the applicant at least eighteen years of age?</i>		<i>Will the applicant be adequately supervised?</i>
<input checked="" type="radio"/> Yes <input type="radio"/> No		<input checked="" type="radio"/> Yes <input type="radio"/> No
<i>Use of Force Equipment Requested (if requested, please provide detailed rationale for each article of equipment)</i>		
<i>Oleoresin Capsicum Spray/Foam</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<i>Justification (if applicable)</i>
<i>Baton/ASP</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No	Prisoner Care and Control & Court Security
<i>Other (please specify)</i>	<input type="radio"/> Yes <input type="radio"/> No	
<i>Please describe the training received by the applicant (Please specify for each) Date successfully completed (Y/M/D)</i>		<i>If the employer intends to conduct further training for this applicant, please indicate which training is to be conducted</i>
<i>Use of Force</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No 24/02/25	First Aid Training is scheduled for April 2024.
<i>First Aid/CPR</i>	<input type="radio"/> Yes <input type="radio"/> No 20/02/26	
<i>Police Powers</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No 12/06/25	
<i>Provincial Legislation</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No 12/06/25	
<i>Federal Legislation</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No 12/06/25	
<i>Other:</i>	<input type="radio"/> Yes <input type="radio"/> No	
<i>Does the employer maintain written policies and procedures relating to the activities of the Special Constable?</i>		
<input checked="" type="radio"/> Yes <input type="radio"/> No		
<i>Signature of authorized officer of the employer</i>		<i>Date (Y/M/D)</i>
Bruce Turner BE (M) <small>Digitally signed by Bruce Turner BE (M) DN: cn=CA, s=turn, o=Government of Ontario, ou=GO-PK, ou=COPP-CA, ou=OLA, ou=Training PS, cn=Bruce Turner BE (M) Date: 2024.04.11 14:56:37 -0400</small>		24/04/11
<i>Name and title – please print</i>		
Constable Bruce Turner, Training		



Application For Appointment as Special Constable (pursuant to Section 53 of the *Police Services Act*)

Information provided on this application will be regarded as strictly confidential.

A. GENERAL INFORMATION (to be completed by special constable candidate)

<input checked="" type="radio"/> Mr. <input type="radio"/> Ms		ID #
Surname		Given Names
Address		Apt./Unit
City	Province	Postal Code
Residence Telephone	Business Telephone	Date of Birth (Y/M/D)
-	-	-
Driver's Licence Number	Province of Issue	
Have you ever been:		From (Y/M/D)
1. a member of a police service?	<input checked="" type="radio"/> Yes <input type="radio"/> No	_____
2. an auxiliary police officer?	<input type="radio"/> Yes <input checked="" type="radio"/> No	_____
3. a special constable?	<input type="radio"/> Yes <input checked="" type="radio"/> No	_____
		To (Y/M/D)

B. EMPLOYMENT INFORMATION (to be completed by employer)

Name of Employer
Address
City
Province
Postal Code
Business Telephone
-
Describe the purpose for which special constable status is being requested. (Use additional paper if necessary)

MINUTES ITEM #I)

B. EMPLOYER INFORMATION (to be completed by employer) (cont'd)

<i>Police officer powers requested – please specify statute and section(s) Provide justification on separate page(s) and attach to application</i>		<i>Geographic Jurisdiction of Special Constable Appointment</i>
<i>Highway Traffic Act</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="checkbox"/> Province of Ontario
<i>Motorized Snow Vehicles Act</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="checkbox"/> Municipality(ies): (please specify)
<i>Liquor Licence and Control Act</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No	
<i>Youth Criminal Justice Act</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No	
<i>Mental Health Act</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No	
<i>Trespass to Property Act</i>	<input type="radio"/> Yes <input checked="" type="radio"/> No	
<i>Other(s) (please specify)</i>	<input type="radio"/> Yes <input checked="" type="radio"/> No	
<i>Is the applicant a Canadian citizen, permanent resident of Canada, or lawfully able to work in Canada?</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<i>Is the applicant physically and mentally able to perform the duties of the position having regard for his or her own safety, and the safety of the public where applicable?</i>
<i>Is the applicant at least eighteen years of age?</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
<i>Use of Force Equipment Requested (if requested, please provide detailed rationale for each article of equipment)</i>		<i>Justification (if applicable)</i>
<i>Oleoresin Capsicum Spray/Foam</i>	<input type="radio"/> Yes <input checked="" type="radio"/> No	
<i>Baton/ASP</i>	<input type="radio"/> Yes <input checked="" type="radio"/> No	
<i>Other (please specify)</i>	<input type="radio"/> Yes <input checked="" type="radio"/> No	
<i>Please describe the training received by the applicant (Please specify for each) Date successfully completed (Y/M/D)</i>		<i>If the employer intends to conduct further training for this applicant, please indicate which training is to be conducted</i>
<i>Use of Force</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No	
<i>First Aid/CPR</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No	
<i>Police Powers</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No	
<i>Provincial Legislation</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No	
<i>Federal Legislation</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No	
<i>Other:</i>	<input type="radio"/> Yes <input checked="" type="radio"/> No	
<i>Does the employer maintain written policies and procedures relating to the activities of the Special Constable?</i>		
<input type="radio"/> Yes <input checked="" type="radio"/> No		
<i>Signature of authorized officer of the employer</i>		<i>Date (Y/M/D)</i>
<i>Name and title – please print</i>		

Timmins Police Services Board



TELEPHONE (705) 360-2601- FAX (705) 360-2674
220 ALGONQUIN BLVD. EAST
TIMMINS, ONTARIO
P4N1B3

TO: Timmins Police Services Board
FROM: Interim Chief Denis Lavoie
CC:
DATE: May 3rd, 2024
RE: Chief's Activities

- 1) April 12th - Attended an indigenous cultural awareness training session presented by Stacy Cress at TPS.
- 2) April 12th - Met with Board Chair to discuss absence of Inspector Rick Blanchette.
- 3) April 12th - Participated in a virtual meeting with Heather Seguin, Jerry ST. Pierre and Acting Deputy Chief Darren Dinel to discuss process for the I.T. position.
- 4) April 15th - Dealt with a Chief's complaint involving a breach of our police pursuit policy.
- 5) April 16th - Met with CAO Dave Landers and Acting Deputy Chief Darren Dinel to discuss potential security issues for the special council meeting on April 17th.
- 6) April 17th - Participated in virtual interviews for the I.T position along with Heather Seguin, Jerry ST. Pierre and Acting Deputy Chief Darren Dinel.
- 7) April 24th - Dealt with a Chief's complaint involving a civilian dispatcher for a breach of our Discrimination and Workplace Harassment policy.
- 8) April 17th - Attended the special meeting at city hall re: The Living Space Relocation Review.

- 9) April 20th- Attended Powwow at Northern College.
- 10) April 24th- Attended Department Head meeting hosted at TPS.
- 11) April 26th – Attended City Hall re: special announcement from Mayor Boileau.
- 12) April 26th – Attended an appreciation luncheon at the Social Venue hosted by the Ontario Aboriginal Housing Services.
- 13) May 3rd – Attended the unveiling of Bernadette Way at Moneta Avenue and Vipond Road.
- 14) May 3rd – Attended the Missing and Murdered Indigenous Women and Girls gathering at the Native Friendship Centre.



TIMMINS POLICE SERVICE - STATISTICAL REPORT

CITIZEN GENERATED CALLS FOR SERVICE

Categories	January-March 2023				January-March 2024				2023/2024
	Actual	Percent Cleared by Charge	Percent Cleared Other	Percent Reportable	Actual	Percent Cleared by Charge	Percent Cleared Other	Percent Reportable	Percent Change (%)
Not UCR Classified	0.0%				0.5%				
Violent Crime	211	42.7	53.1	97.6	228	53.9	40.8	96.1	8.1
Assault	123	44.7	53.7	97.6	113	64.6	31.0	94.7	-8.1
Attempt murder	0	0.0	0.0	0.0	0	0.0	0.0	0.0	0.0
Homicide	0	0.0	0.0	0.0	0	0.0	0.0	0.0	0.0
Robbery	7	57.1	14.3	100.0	7	100.0	0.0	100.0	0.0
Sexual Assault	23	30.4	47.8	100.0	26	46.2	38.5	100.0	13.0
Threats	35	40.0	60.0	97.1	54	27.8	70.4	94.4	54.3
Weapons	23	43.5	56.5	95.7	28	57.1	35.7	100.0	21.7
Property Crime	616	21.1	75.6	96.1	551	20.1	73.5	90.4	-10.6
Arson	2	0.0	100.0	100.0	2	50.0	50.0	100.0	0.0
Break & Enter	110	20.9	76.4	96.4	64	18.8	78.1	90.6	-41.8
Fraud	65	13.8	78.5	95.4	66	6.1	68.2	97.0	1.5
Mischief	89	20.2	79.8	92.1	68	23.5	73.5	91.2	-23.6
Possess stolen property	5	40.0	60.0	100.0	0	0.0	0.0	0.0	-100.0
Property damage	2	0.0	100.0	50.0	0	0.0	0.0	0.0	-100.0
Shoplift	138	29.7	68.8	100.0	105	27.6	66.7	97.1	-23.9
Stolen vehicle	6	16.7	66.7	100.0	5	40.0	60.0	100.0	-16.7
Theft	142	25.4	70.4	94.4	194	23.2	73.7	81.4	36.6
Theft from vehicle	57	0.0	94.7	98.2	47	4.3	91.5	100.0	-17.5
Drug Offences	24	4.2	91.7	75.0	10	10.0	90.0	70.0	-58.3
Social Disorder	2,011	3.6	96.3	19.5	2,002	4.5	95.0	19.6	-0.4
Ambulance assistance	73	0.0	100.0	8.2	65	0.0	100.0	4.6	-11.0
Attempt/threat suicide	55	0.0	100.0	92.7	50	0.0	98.0	80.0	-9.1
Disturb the peace	41	4.9	95.1	26.8	52	21.2	78.8	50.0	26.8
Domestic dispute	136	16.9	83.1	96.3	164	21.3	77.4	94.5	20.6
Family dispute	69	0.0	100.0	49.3	48	0.0	100.0	50.0	-30.4
Harassment	21	19.0	76.2	90.5	40	2.5	90.0	77.5	90.5
Liquor license act	40	90.0	10.0	17.5	27	96.3	3.7	3.7	-32.5
Mental health act	111	0.0	99.1	63.1	108	0.0	100.0	49.1	-2.7
Missing person	14	7.1	92.9	92.9	12	0.0	75.0	91.7	-14.3
Neighbour dispute	49	2.0	98.0	32.7	37	0.0	100.0	27.0	-24.5
Noise complaint	162	1.2	98.8	2.5	151	2.6	97.4	1.3	-6.8
Prevent breach/peace	9	11.1	88.9	22.2	5	20.0	80.0	40.0	-44.4
Suspicious incident	0	0.0	0.0	0.0	0	0.0	0.0	0.0	0.0
Suspicious person	354	0.0	100.0	5.4	322	0.6	99.4	3.1	-9.0
Suspicious vehicle	196	0.0	100.0	1.0	119	0.8	98.3	1.7	-39.3
Trouble with youth	6	0.0	100.0	16.7	9	0.0	100.0	11.1	50.0
Unwanted person	675	0.4	99.6	1.0	793	1.1	98.7	2.8	17.5
Traffic	465	13.5	86.5	63.4	512	15.6	84.4	56.4	10.1
Motor Vehicle Collision	315	19.7	80.3	92.4	319	23.2	76.8	88.7	1.3
Traffic Complaint	150	0.7	99.3	2.7	193	3.1	96.9	3.1	28.7
Police Assistance	942	0.0	99.9	10.7	895	0.0	99.6	10.3	-5.0
Police Information	274	0.0	99.6	4.7	341	0.0	99.4	5.9	24.5
Other	1,027	29.6	70.0	42.4	935	28.8	70.5	35.6	-9.0
Total	5,570	11.9	87.5	36.9	5,474	12.3	86.4	33.8	-1.7

DATA SOURCE: NICHE RMS

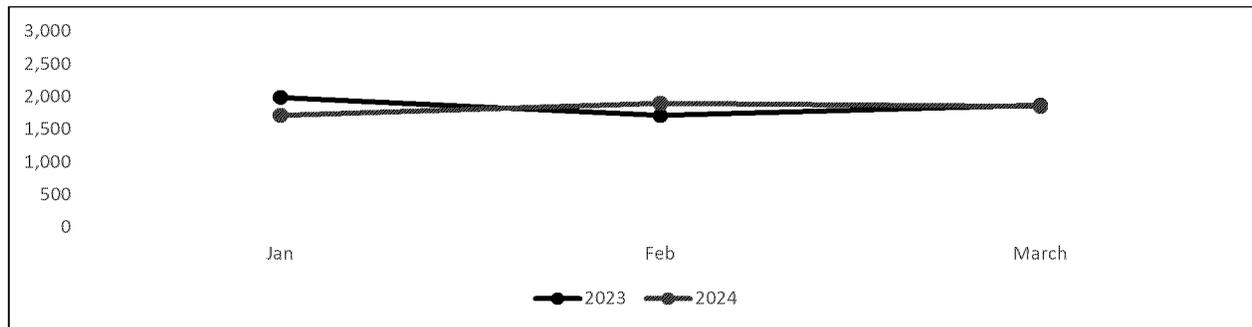


TIMMINS POLICE SERVICE - STATISTICAL REPORT

CITIZEN GENERATED CALLS FOR SERVICE by CATEGORY

Categories	January-March 2023				January-March 2024				2023/2024
	Actual	Percent Cleared by Charge	Percent Cleared Other	Percent Reportable	Actual	Percent Cleared by Charge	Percent Cleared Other	Percent Reportable	Percent Change (%)
Violent Crime	211	42.7	53.1	97.6	228	53.9	40.8	96.1	8.1
Property Crime	616	21.1	75.6	96.1	551	20.1	73.5	90.4	-10.6
Drug Offences	24	4.2	91.7	75.0	10	10.0	90.0	70.0	-58.3
Social Disorder	2,011	3.6	96.3	19.5	2,002	4.5	95.0	19.6	-.4
Traffic	465	13.5	86.5	63.4	512	15.6	84.4	56.4	10.1
Police Assistance	942	0.0	99.9	10.7	895	0.0	99.6	10.3	-5.0
Police Information	274	0.0	99.6	4.7	341	0.0	99.4	5.9	24.5
Other	1,027	29.6	70.0	42.4	935	28.8	70.5	35.6	-9.0
Total	5,570	11.9	87.5	36.9	5,474	12.3	86.4	33.8	-1.7

CITIZEN GENERATED CALLS FOR SERVICE by MONTH



CITIZEN GENERATED CALLS FOR SERVICE by CATEGORY and MONTH

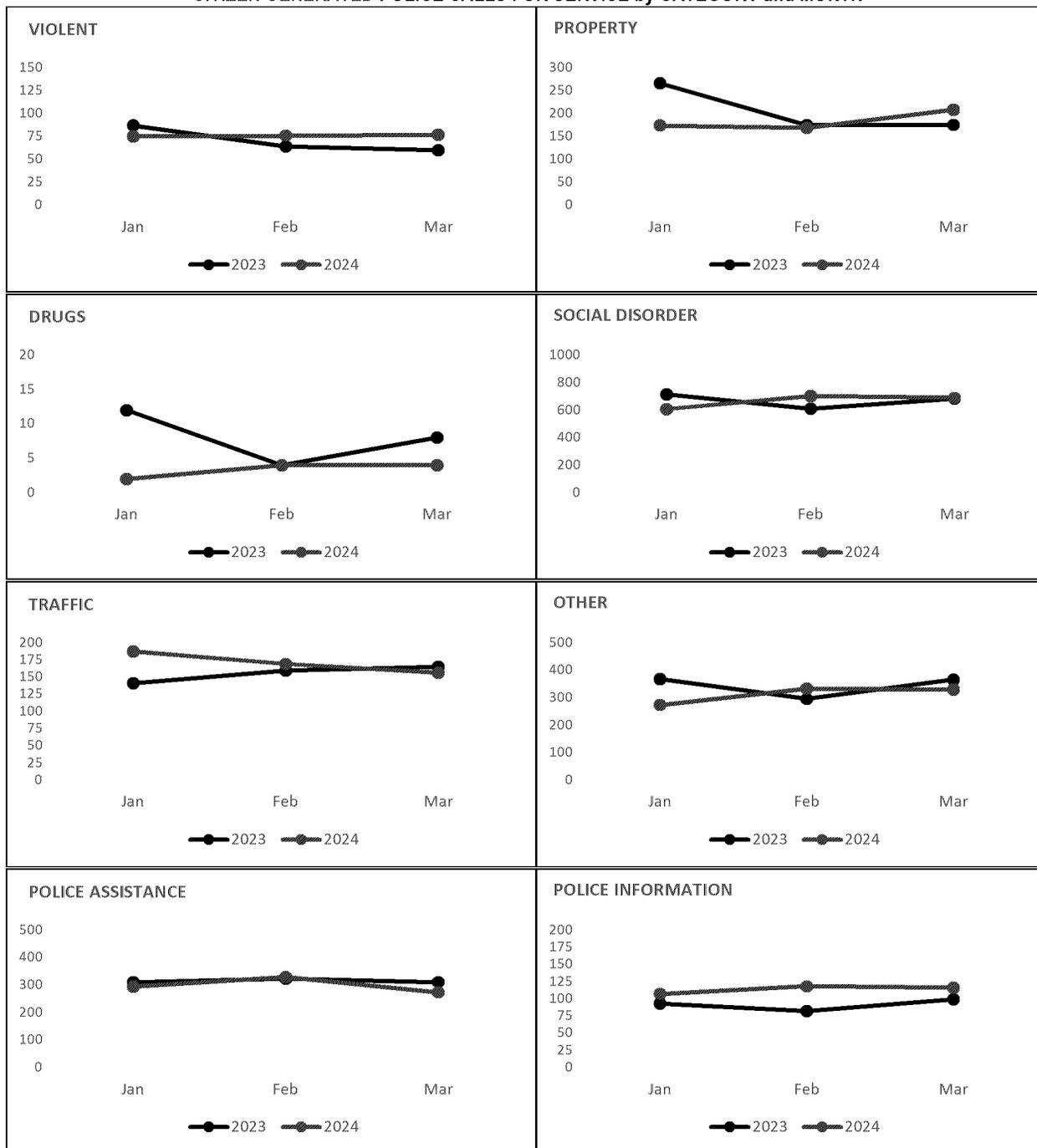
	January-March 2023									January-March 2024									2023/2024
	Violent	Prop	Drugs	SD	Traff	Oth	Assist	Info	Total	Violent	Prop	Drugs	SD	Traff	Oth	Assist	Info	Total	% Change
Jan	87	266	12	715	141	367	310	93	1,991	75	174	2	608	187	273	294	107	1,720	-13.6
Feb	64	175	4	611	159	295	322	82	1,712	76	169	4	704	169	333	328	118	1,901	11.0
Mar	60	175	8	685	165	365	310	99	1,867	77	208	4	690	156	329	273	116	1,853	-.7
Total	211	616	24	2,011	465	1,027	942	274	5,570	228	551	10	2,002	512	935	895	341	5,474	-1.7

DATA SOURCE: NICHE RMS



TIMMINS POLICE SERVICE - STATISTICAL REPORT

CITIZEN GENERATED POLICE CALLS FOR SERVICE by CATEGORY and MONTH



DATA SOURCE: NICHE RMS



TIMMINS POLICE SERVICE - STATISTICAL REPORT

CITIZEN GENERATED CALLS FOR SERVICE NOT UCR CLASSIFIED

Month	January-March 2023			January-March 2024		
	Total Calls for Service	Total Not Classified	% of Total	Total Calls for Service	Total Not Classified	% of Total
January	1,991	1	0.0	1,720	2	0.0
February	1,712	0	0.0	1,901	11	0.2
March	1,867	0	0.0	1,853	17	0.3
Total	5,570	1	0.0	5,474	30	0.5

DATA SOURCE: NICHE RMS



TIMMINS POLICE SERVICE - STATISTICAL REPORT

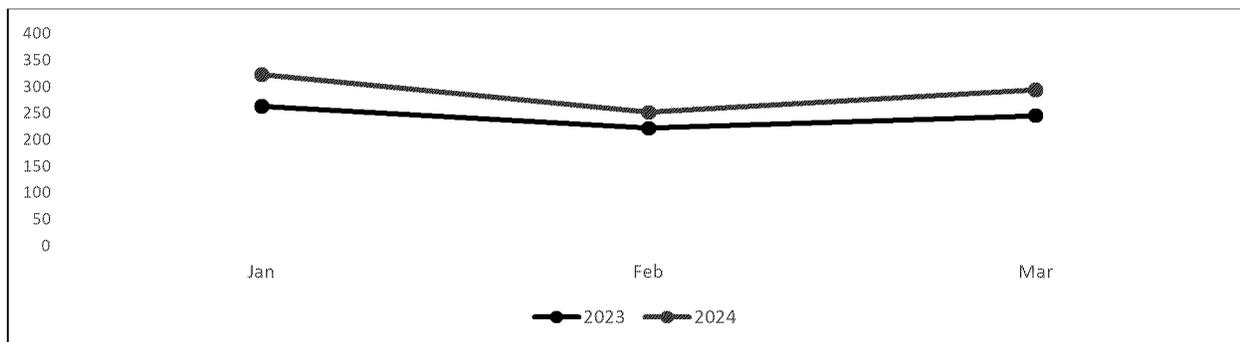
OFFICER GENERATED INCIDENTS

Categories	January-March 2023				January-March 2024				2023/2024
	Actual	Percent Cleared by Charge	Percent Cleared Other	Percent Reportable	Actual	Percent Cleared by Charge	Percent Cleared Other	Percent Reportable	Percent Change (%)
Bar Check	2	0.0	100.0	0.0	1	0.0	100.0	0.0	-50.0
Community Services	34	0.0	100.0	26.5	26	0.0	100.0	0.0	-23.5
Compliance Check	0	0.0	0.0	0.0	1	0.0	100.0	0.0	100.0
Person Stop	0	0.0	0.0	0.0	0	0.0	0.0	0.0	0.0
Impaired operation	33	69.7	30.3	69.7	21	76.2	23.8	76.2	-36.4
R.I.D.E.	6	16.7	83.3	0.0	3	0.0	100.0	0.0	-50.0
Routine traffic stop	45	0.0	100.0	0.0	36	16.7	80.6	8.3	-20.0
Enforcement H.T.A.	552	35.0	65.0	4.9	723	45.0	55.0	3.3	31.0
Warrants	59	5.1	93.2	11.9	58	3.4	96.6	10.3	-1.7
Total	731	30.1	69.8	9.0	869	40.2	69.8	5.6	18.9

OFFICER GENERATED INCIDENTS BY MONTH & YEAR

Month	January-March 2023	January-March 2024	2023/2024
	Actual	Actual	Percent Change (%)
January	263	323	22.8
February	222	252	13.5
March	246	294	19.5
Total	731	869	18.9

OFFICER GENERATED INCIDENTS BY MONTH & YEAR



DATA SOURCE: NICHE RMS



TIMMINS POLICE SERVICE - STATISTICAL REPORT

NOTES

1. The incidents extracted and analyzed for this report were separated into 2 categories.
 - a. Citizen Generated calls for service were created when members of the community required TPS to respond. These events were generated through 9-1-1 calls, non-emergency calls, or other types of service calls, and they came in every hour of every day.
 - i. Citizen generated call types were grouped into 8 subcategories – Violent, Property, Drugs Offences, Social Disorder, Traffic, Police Assistance, Police Information and Other.
 - ii. The occurrence types that fall under the first 7 categories are listed in the report. The ‘Other’ category consists of calls that do not fall under any of the other groups. They are as follows: 9-1-1 call, abandoned vehicle, abduction, airplane crash, alarm, animal complaint, assist children’s aid, bail violations, bomb threat, breach of probation, child abuse, child custody, counterfeit money, court order, dangerous conditions, death notification, elder/vulnerable adult abuse, escort, escape custody, fire, insecure premises, kidnapping, landlord tenant problem, marine, missing person located, motor vehicle – recovered, municipal by law, non-police matter-lo priority, non-traffic accident, obstruct peace officer, other criminal code, other federal statutes, other provincial statutes, person welfare check, phone calls, police pursuit, property check, property related, registry - vulnerable person, strikes, sudden death, towed vehicle, traffic control, unlawfully at large, and wires down - possible fire.
 - b. Officer Generated incidents are typically proactive/enforcement in nature and not generated from 9-1-1 or other types of service calls. Most traffic related incidents - such as routine traffic stop, traffic enforcement, R.I.D.E and impaired operation were grouped under this category. As well, bar checks, community services, compliance checks, person stops and warrants are included.
2. Incidents types should reflect the nature of the call and/or most serious offence. However, this is not always the case. Incidents that have not yet been UCR classified and/or if the occurrence type was not changed to reflect the most serious offence may in fact have a different call type.
3. The 9-1-1 calls that were hang-ups, pocket dials or dropped calls, as well as Covid related - other provincial statutes were not included. They are not ‘true’ calls for service and their variability from year to year would skew the results. Incidents headed duplicate or test events for police were also excluded.

DATA SOURCE: NICHE RMS



TIMMINS POLICE SERVICE - STATISTICAL REPORT

CITIZEN GENERATED* CALLS FOR SERVICE

Categories	March 2023				March 2024				2023/2024
	Actual	Percent Cleared by Charge	Percent Cleared Other	Percent Reportable	Actual	Percent Cleared by Charge	Percent Cleared Other	Percent Reportable	Percent Change (%)
Not UCR Classified	0.0%				0.9%				
Violent Crime	60	45.0	51.7	98.3	77	57.1	36.4	96.1	28.3
Assault	30	46.7	53.3	100.0	38	68.4	28.9	92.1	26.7
Attempt murder	0	0.0	0.0	0.0	0	0.0	0.0	0.0	0.0
Homicide	0	0.0	0.0	0.0	0	0.0	0.0	0.0	0.0
Robbery	2	50.0	50.0	100.0	1	100.0	0.0	100.0	-50.0
Sexual Assault	10	30.0	50.0	100.0	7	28.6	42.9	100.0	-30.0
Threats	13	46.2	53.8	92.3	16	25.0	68.8	100.0	23.1
Weapons	5	60.0	40.0	100.0	15	73.3	20.0	100.0	200.0
Property Crime	175	18.3	79.4	96.0	208	20.7	70.7	89.9	18.9
Arson	1	0.0	100.0	100.0	1	100.0	0.0	100.0	0.0
Break & Enter	32	18.8	71.9	96.9	25	20.0	80.0	80.0	-21.9
Fraud	18	11.1	88.9	88.9	27	3.7	63.0	100.0	50.0
Mischief	33	18.2	81.8	97.0	27	25.9	70.4	88.9	-18.2
Possess stolen property	2	50.0	50.0	100.0	0	0.0	0.0	0.0	-100.0
Property damage	1	0.0	100.0	100.0	0	0.0	0.0	0.0	-100.0
Shoplift	30	16.7	83.3	100.0	36	27.8	63.9	100.0	20.0
Stolen vehicle	2	0.0	100.0	100.0	1	100.0	0.0	100.0	-50.0
Theft	43	27.9	69.8	93.0	71	25.4	69.0	81.7	65.1
Theft from vehicle	13	0.0	100.0	100.0	20	0.0	95.0	100.0	53.8
Drug Offences	8	0.0	87.5	87.5	4	0.0	100.0	75.0	-50.0
Social Disorder	685	2.9	96.9	18.2	690	3.8	95.2	20.1	0.7
Ambulance assistance	18	0.0	100.0	0.0	28	0.0	100.0	3.6	55.6
Attempt/threat suicide	14	0.0	100.0	92.9	19	0.0	94.7	78.9	35.7
Disturb the peace	11	18.2	81.8	45.5	18	11.1	88.9	22.2	63.6
Domestic dispute	43	9.3	90.7	95.3	63	14.3	82.5	93.7	46.5
Family dispute	24	0.0	100.0	58.3	14	0.0	100.0	42.9	-41.7
Harassment	8	12.5	75.0	100.0	15	0.0	86.7	80.0	87.5
Liquor license act	12	91.7	8.3	8.3	10	90.0	10.0	10.0	-16.7
Mental health act	35	0.0	100.0	57.1	34	0.0	100.0	61.8	-2.9
Missing person	6	16.7	83.3	100.0	5	0.0	80.0	100.0	-16.7
Neighbour dispute	6	0.0	100.0	33.3	12	0.0	100.0	16.7	100.0
Noise complaint	58	0.0	100.0	5.2	54	0.0	100.0	0.0	-6.9
Prevent breach/peace	2	0.0	100.0	0.0	2	0.0	100.0	50.0	0.0
Suspicious incident	0	0.0	0.0	0.0	0	0.0	0.0	0.0	0.0
Suspicious person	123	0.0	100.0	6.5	116	1.7	98.3	4.3	-5.7
Suspicious vehicle	50	0.0	100.0	0.0	40	2.5	97.5	2.5	-20.0
Trouble with youth	3	0.0	100.0	0.0	6	0.0	100.0	16.7	100.0
Unwanted person	272	0.4	99.6	1.5	254	1.2	98.4	2.0	-6.6
Traffic	165	16.4	83.6	67.3	156	14.1	85.9	48.7	-5.5
Motor Vehicle Collision	120	22.5	77.5	91.7	84	23.8	76.2	85.7	-30.0
Traffic Complaint	45	0.0	100.0	2.2	72	2.8	97.2	5.6	60.0
Police Assistance	310	0.0	99.7	9.4	273	0.0	99.6	11.4	-11.9
Police Information	99	0.0	100.0	4.0	116	0.0	100.0	6.0	17.2
Other	365	33.2	66.3	43.6	329	25.5	73.3	34.7	-9.9
Total	1,867	12.2	87.3	35.5	1,853	11.8	86.3	34.1	-0.7

DATA SOURCE: NICHE RMS



TIMMINS POLICE SERVICE - STATISTICAL REPORT

**OFFICER GENERATED* INCIDENTS
TIMMINS POLICE SERVICE**

Categories	March 2023				March 2024				2023/2024 Percent Change (%)
	Actual	Percent Cleared by Charge	Percent Cleared Other	Percent Reportable	Actual	Percent Cleared by Charge	Percent Cleared Other	Percent Reportable	
Bar Check	1	0.0	100.0	0.0	1	0.0	100.0	0.0	0.0
Community Services	14	0.0	100.0	14.3	6	0.0	100.0	0.0	-57.1
Compliance Check	0	0.0	0.0	0.0	0	0.0	0.0	0.0	0.0
Person Stop	0	0.0	0.0	0.0	0	0.0	0.0	0.0	0.0
Impaired operation	13	69.2	30.8	69.2	5	60.0	40.0	60.0	-61.5
R.I.D.E.	2	50.0	50.0	0.0	2	0.0	100.0	0.0	0.0
Routine traffic stop	25	0.0	100.0	0.0	8	12.5	75.0	12.5	-68.0
Enforcement H.T.A.	171	33.3	66.7	2.9	254	51.2	48.8	3.9	48.5
Warrants	20	10.0	90.0	10.0	18	5.6	94.4	16.7	-10.0
Total	246	28.0	72.0	7.3	294	45.9	72.0	5.8	19.5

DATA SOURCE: NICHE RMS

Ontario
Provincial
Police

Police
provinciale
de l'Ontario



Municipal Policing Bureau
Bureau des services policiers des municipalités

777 Memorial Ave.
Orillia ON L3V 7V3

777, avenue Memorial
Orillia ON L3V 7V3

Tel: 705 329-6200
Fax: 705 330-4191

Tél. : 705 329-6200
Télééc.: 705 330-4191

File Reference:600

April 5, 2024

Timmins Police Service Chief / Police Services Board Chair
220 ALGONQUIN BOULEVARD EAST
TIMMINS, ON
P4N 1B3

Dear partners:

As a follow-up to our previous correspondence dated October 27, 2023, and as the *Community Safety and Policing Act, 2019* (CSPA) and some of its regulations came into force on April 1, 2024, please be advised the OPP and Ministry of the Solicitor General continue to develop the CSPA Section 14 agreement template (Alternative provision – Provision by other police service board or the Commissioner). The OPP is developing a process to address all requests for Section 14 agreements. Once the Section 14 agreement template is developed and the process finalized, the OPP will contact you with further instructions.

Until the Section 14 agreement template and process are developed, the OPP will continue to provide your police service board with policing functions specified in *O.Reg. 398/23 Alternative provision of policing functions under CSPA*.

Please continue to follow the regular process of either contacting the OPP Commissioner for non-urgent assistance requests or, the OPP Provincial Operations Centre for immediate/urgent assistance. All requests, including requests for Public Order Unit assistance made by any municipality or Police Service, will be assessed for operational capacity and supported when deemed exigent or the complexity meets the threshold of expertise.

Please contact OPP Municipal Policing Bureau S/Sgt. Ken Kee at Kenneth.Kee@opp.ca or the general email OPP.MunicipalPolicing@opp.ca with questions related to this ongoing process development.

The OPP appreciates the cooperative relationship shared with our municipal policing partners in ensuring the safety and well-being of Ontarians.

Kind Regards,



Phil Whitton
Superintendent
Commander,
Municipal Policing Bureau

c: OPP A/Deputy Commissioner, Corporate Services
 OPP Deputy Commissioner, Field Operations
 OPP Deputy Commissioner, Traffic Safety and Operational Support



Application For Appointment as Special Constable (pursuant to Section 53 of the *Police Services Act*)
Information provided on this application will be regarded as strictly confidential.

A. GENERAL INFORMATION (to be completed by special constable candidate)

<input checked="" type="radio"/> Mr.	<input type="radio"/> Ms			ID #
Surname		Given Names		
Address		Apt./Unit		
City		Province	Postal Code	
Residence Telephone		Business Telephone	Date of Birth (Y/M/D)	
-		-		
Driver's Licence Number		Province of Issue		
Have you ever been:			From (Y/M/D)	To (Y/M/D)
1. a member of a police service?		<input checked="" type="radio"/> Yes	<input type="radio"/> No	
2. an auxiliary police officer?		<input type="radio"/> Yes	<input checked="" type="radio"/> No	
3. a special constable?		<input type="radio"/> Yes	<input checked="" type="radio"/> No	

B. EMPLOYMENT INFORMATION (to be completed by employer)

Name of Employer		
Address		
City	Province	Postal Code
Business Telephone		
-		
Describe the purpose for which special constable status is being requested. (Use additional paper if necessary)		

B. EMPLOYER INFORMATION (to be completed by employer) (cont'd)

<i>Police officer powers requested – please specify statute and section(s) Provide justification on separate page(s) and attach to application</i>		<i>Geographic Jurisdiction of Special Constable Appointment</i>
<i>Highway Traffic Act</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="checkbox"/> Province of Ontario
<i>Motorized Snow Vehicles Act</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="checkbox"/> Municipality(ies): (please specify)
<i>Liquor Licence and Control Act</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No	
<i>Youth Criminal Justice Act</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No	
<i>Mental Health Act</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No	
<i>Trespass to Property Act</i>	<input type="radio"/> Yes <input checked="" type="radio"/> No	
<i>Other(s) (please specify)</i>	<input type="radio"/> Yes <input checked="" type="radio"/> No	
<i>Is the applicant a Canadian citizen, permanent resident of Canada, or lawfully able to work in Canada?</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<i>Is the applicant physically and mentally able to perform the duties of the position having regard for his or her own safety, and the safety of the public where applicable?</i>
		<input checked="" type="radio"/> Yes <input type="radio"/> No
<i>Is the applicant at least eighteen years of age?</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<i>Will the applicant be adequately supervised?</i>
		<input checked="" type="radio"/> Yes <input type="radio"/> No
<i>Use of Force Equipment Requested (If requested, please provide detailed rationale for each article of equipment)</i>		
<i>Oleoresin Capsicum Spray/Foam</i>	<input type="radio"/> Yes <input checked="" type="radio"/> No	<i>Justification (if applicable)</i>
<i>Baton/ASP</i>	<input type="radio"/> Yes <input checked="" type="radio"/> No	
<i>Other (please specify)</i>	<input type="radio"/> Yes <input checked="" type="radio"/> No	
<i>Please describe the training received by the applicant (Please specify for each) Date successfully completed (Y/M/D)</i>		<i>If the employer intends to conduct further training for this applicant, please indicate which training is to be conducted</i>
<i>Use of Force</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No	
<i>First Aid/CPR</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No	
<i>Police Powers</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No	
<i>Provincial Legislation</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No	
<i>Federal Legislation</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No	
<i>Other:</i>	<input type="radio"/> Yes <input checked="" type="radio"/> No	
<i>Does the employer maintain written policies and procedures relating to the activities of the Special Constable?</i>		
<input type="radio"/> Yes <input checked="" type="radio"/> No		
<i>Signature of authorized officer of the employer</i>		<i>Date (Y/M/D)</i>
<i>Name and title – please print</i>		

C. SPONSORING POLICE SERVICE INFORMATION (to be completed by sponsoring police service)

<i>Name of Sponsoring Police Service</i>	
<i>Contact Person/Title</i>	
<i>Address</i>	
<i>City</i>	<i>Province</i>
<i>Postal Code</i>	
<i>Business Telephone</i>	
<i>Does the applicant meet the background check criteria appropriate for the duties, powers and equipment requested?</i> <input type="radio"/> Yes <input checked="" type="radio"/> No	
<i>Duration of Appointment Requested</i> <input type="checkbox"/> 5 Years <i>If less than 5 years please specify:</i> <input type="radio"/> new appointment or <input checked="" type="radio"/> reappointment	
<i>Use of Force Equipment Recommended by Sponsoring Agency</i> <i>Oleoresin Capsicum Spray/Foam</i> <input type="radio"/> Yes <input checked="" type="radio"/> No <i>Baton/ASP</i> <input type="radio"/> Yes <input checked="" type="radio"/> No <i>Other (please specify)</i> <input type="radio"/> Yes <input checked="" type="radio"/> No	<i>Has the employer provided proof of sufficient liability coverage indemnifying the Province of Ontario and the Ministry of the Solicitor General in respect to any claim arising out of the actions of the employer or special constable applicant?</i> <input type="radio"/> Yes <input checked="" type="radio"/> No
<i>I hereby confirm that _____</i> <div style="text-align: center;"><i>Name of applicant</i></div> fulfills the requirements for appointment as Special Constable, as set out by the Ministry of the Solicitor General.	
<i>I am authorized by the Chief of Police/O.P.P. Commissioner to submit to the Ministry this application for approval of special constable appointment.</i> <div style="display: flex; justify-content: space-between;"> <i>Signature of authorized officer of sponsoring police service</i> <i>Date (Y/M/D)</i> </div>	
<i>Name and title – please print</i>	

Updated: December 15, 2021

Ministry of the Solicitor General

Public Safety Division

25 Grosvenor St.
12th Floor
Toronto ON M7A 2H3

Telephone: (416) 314-3377
Facsimile: (416) 314-4037

Ministère du Solliciteur général

Division de la sécurité publique

25 rue Grosvenor
12^e étage
Toronto ON M7A 2H3

Téléphone: (416) 314-3377
Télécopieur: (416) 314-4037



MEMORANDUM TO: All Chiefs of Police and
Commissioner Thomas Carrique
Chairs, Police Services Boards

FROM: Ken Weatherill
Assistant Deputy Minister
Public Safety Division

SUBJECT: Ontario Immediate Family Wellness Program

DATE OF ISSUE:	April 5, 2024
CLASSIFICATION:	General Information
RETENTION:	Indefinite
INDEX NO.:	24-0024
PRIORITY:	Normal

I am sharing this communication to inform you that the Ministry of the Solicitor General is implementing the Ontario Immediate Family Wellness Program (the "Family Wellness Program"). This program supports the mental health and well-being of families of provincial adult corrections employees, paramedics, fire, emergency health services, and police public safety personnel (PSP).

Please review the attached memo from Melanie Mayoh, Assistant Deputy Minister, Health Services Division, Ministry of the Solicitor General for more information. If you have any questions about this program, please reach out to Karen Prokopec at Karen.Prokopec@ontario.ca.

I encourage you to share this information broadly across your respective senior management teams so those who are eligible and require the program, have access to it.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Weatherill".

Ken Weatherill
Assistant Deputy Minister
Public Safety Division

Attachments

.../2

-2-

c: Mario Di Tommaso, O.O.M.
Deputy Solicitor General, Community Safety

Creed Atkinson
Chief of Staff, Ministry of the Solicitor General

Ministry of the Solicitor General **Ministère du Solliciteur Général**

Health Services Division **Division des Services de Santé**

Office of the Assistant Deputy Minister **Bureau du sous-ministre adjoint**

25 Grosvenor Street
16th floor
Toronto ON M7A 1Y6

25, rue Grosvenor
16^e étage
Toronto ON M7A 1Y6



MEMORANDUM TO: **Ken Weatherill**
Assistant Deputy Minister
Public Safety Division

FROM: **Melanie Mayoh**
Assistant Deputy Minister
Health Services Division

DATE OF ISSUE: **April 5, 2024**

SUBJECT: **Ontario Immediate Family Wellness Program**

To support the mental health and well-being of families of provincial adult corrections employees, paramedics, fire, emergency health services, and police public safety personnel (PSP), the Ministry of the Solicitor General is implementing the Ontario Immediate Family Wellness Program (the "Family Wellness Program").

The Family Wellness Program will provide mental health services to the families of PSP who are killed in the line of duty or have died by suicide. The program's goal is to ensure access to immediate wrap around services through grief and bereavement counselling for families of adult correctional services, fire, emergency health services (paramedics and ambulance communications officers (ACOs)), and police personnel across the province. The program aims to complement short-term victim services and immediate crisis supports by extending mental health services to identified family members for up to two years.

Family members who have lost a loved one because of a death in the line of duty on or after January 1, 2020, or because of a death by suicide on or after January 1, 2023, may access the wellness program. Services provided include:

- Access to wellness navigators providing crisis and care planning 24 hours a day, 7 days a week and 365 days a year.
- Access to wrap-around services that connect families to necessary supports whenever they are needed, including rapid access to counselling.
- Individualized care plans that support families no matter where they are on the mental health continuum.

Please see the attached Frequently Asked Questions document for additional information on the program.

For more information or to inquire about how to access the program, please visit: www.ONfamilywellness.ca or contact the program coordinators at info@ONfamilywellness.ca or 1 866 643 9247.

For further questions, please contact Karen Prokopec at Karen.Prokopec@ontario.ca.

Please share this information broadly across your respective senior management teams.

Sincerely,

Melanie Mayoh
Assistant Deputy Minister
Health Services Division

c: Mario Di Tommaso, O.O.M.
Deputy Solicitor General, Community Safety

Erin Hannah
Associate Deputy Minister, Modernization

OIFWP Q&A

Questions and Answers

How much funding is being invested?

The Ontario government is investing \$3.18M over three years to launch the Ontario Immediate Family Wellness Program (the “Family Wellness Program”), which will provide crucial mental health services to the families of Ontario public safety personnel (PSP) who are killed in the line of duty or have died by suicide.

Which family members of public safety personnel can access this program?

You are eligible to access the Family Wellness Program if you are an immediate family member (partner, parent, child, or sibling) to someone who was employed in fire (inclusive of The Office of the Fire Marshal, First Nations, composite, and municipal fire departments); a police service that is being operated by the province, a municipal police services board, or First Nations in Ontario; emergency health services (paramedics and ambulance communications officers (ACOs), including municipal paramedic services, First Nations paramedic services, and Ornge); or provincial adult correctional services.

How do eligible family members access the Ontario Immediate Family Wellness Program?

To access the wellness program, eligible family members can call the dedicated toll-free telephone line, visit the website, or contact the program coordinators by email.

- Phone: 1 866 643 9247
- URL: www.ONfamilywellness.ca
- Email: info@ONfamilywellness.ca

What services and supports will be available to family members?

The program will be a three-step care model:

- Wellness navigators to provide 24/7 crisis and care planning.
- Comprehensive services to provide families with a seamless experience, connecting them with the necessary supports whenever they are needed, and rapid access to counselling.
- Proactive individualized care that supports families no matter their mental health situation.

Eligible family members will be able to access services through the program at no charge beginning April 5th. The program will include a 24/7 telephone line to provide timely access to mental health services and care. Services include access to crisis

OIFWP Q&A

support, counselling, and therapy services to help families cope with grief and bereavement.

Can someone access their existing benefits and the Ontario Immediate Family Wellness Program at the same time?

Yes, family members of PSP can access both existing benefits and the Family Wellness Program.

Does someone need to exhaust their existing benefits under their loved one's employer before they can access the Ontario Immediate Family Wellness Program?

Family members of PSP do not need to exhaust their existing benefits before accessing this wellness program.

How does the Ontario Immediate Family Wellness Program differ from their existing benefits?

The Family Wellness Program aims to complement short-term victim services and immediate crisis supports by extending mental health services to identified family members of public safety personnel.

The wellness program will provide trauma-informed and culturally appropriate grief and bereavement counselling to ensure family members are being treated by services that understand the unique needs of PSP. Family members who are grieving a permanent loss require specific support from those that are trained in grief and have the skills, ability and knowledge required.

What are the eligibility timeframes for the Ontario Immediate Family Wellness Program?

Family members who have lost a loved one because of a death in the line of duty on or after January 1, 2020, or because of a death by suicide on or after January 1, 2023, may access the wellness program.

Is there a limit to the number of sessions that family members can access as part of the the Ontario Immediate Family Wellness Program?

The wellness program extends mental health services and supports to identified family members for up to two years.

Ministry of the Solicitor General

Public Safety Division

25 Grosvenor St.
12th Floor
Toronto ON M7A 2H3

Telephone: (416) 314-3377
Facsimile: (416) 314-4037

Ministère du Solliciteur général

Division de la sécurité publique

25 rue Grosvenor
12^e étage
Toronto ON M7A 2H3

Téléphone: (416) 314-3377
Télécopieur: (416) 314-4037



MEMORANDUM TO: All Chiefs of Police and
Commissioner Thomas Carrique
Chairs, Police Services Boards

FROM: Kenneth Weatherill
Assistant Deputy Minister
Public Safety Division

SUBJECT: ***Controlled Drugs and Substances Act (CDSA) and the
federal Cannabis Act (CA) – Issuance of revised
Ministerial Designations***

DATE OF ISSUE:	April 9, 2024
CLASSIFICATION:	General Information
RETENTION:	Indefinite
INDEX NO.:	24-0025
PRIORITY:	Normal

The purpose of this All Chiefs Memorandum (ACM) is to communicate the issuance of revised Ministerial Designations that were originally communicated to the policing community via ACMs 97-0042, 19-0006, and 19-0007.

The *CDSA (Police Enforcement) Regulations* set out exemptions for police officers and their respective agents and informants who engage in what otherwise would amount to “trafficking”, “importing or exporting” or “producing” drugs while conducting or assisting in an investigation into drugs.

The *CA (Police Enforcement) Regulations* set out exemptions for police officers and their respective agents and informants who engage in what otherwise would amount to “selling”, “distributing” “importing and exporting” or “producing” cannabis while conducting or assisting in an investigation involving cannabis.

The above-noted exemptions apply only to members of those Ontario police services that have been designated by the Solicitor General for purposes of any or all provisions of the regulations.

Where it is proposed to use previously seized and forfeited (“state”) cannabis or drugs to advance the course of a subsequent investigative effort, a member will require an additional certificate from the senior police officer responsible for operations in the

.../2

-2-

police service. The police service must further be designated for that particular purpose by the Solicitor General. These certificates must identify the particular officer, investigation and duration of time to which the exemption relates.

Further exemptions apply to chiefs of police or senior police officers responsible for operations of designated services, where forfeited cannabis or drugs are transferred from one police service to another, in accordance with the regulations, in order to further an investigative effort.

Since the four current designations refer to "police forces constituted under the *Police Services Act*" and owing to the upcoming legislative change whereby the *Police Services Act* will be repealed and replaced with the *Community Safety and Policing Act, 2019*, these designations have been updated to reflect the correct terminology and legislative authority. Additionally, these four designations have been consolidated into two designations, one under the CA and one under the CDSA. Copies of these designations are attached.

If you have any questions or concerns regarding these designations, please contact Savio Pereira, Team Lead, Public Safety Division at savio.pereira@ontario.ca.

Sincerely,



Kenneth Weatherill
Assistant Deputy Minister, Public Safety Division

Attachments

c: Mario Di Tommaso, O.O.M.
Deputy Solicitor General, Community Safety

Creed Atkinson
Chief of Staff, Ministry of the Solicitor General

Solicitor General

Office of the Solicitor General

25 Grosvenor Street, 18th Floor
Toronto ON M7A 1Y6

Tel: 416 326-5000

Toll Free: 1 866 517-0571

SOLGEN.Correspondence@ontario.ca

Solliciteur général

Bureau du solliciteur général

25, rue Grosvenor, 18^e étage
Toronto ON M7A 1Y6

Tél. : 416 326-5000

Sans frais : 1 866 517-0571

SOLGEN.Correspondence@ontario.ca



**DESIGNATION OF POLICE FORCES
PURSUANT TO SUBSECTION 2 (1) OF
THE
CANNABIS ACT (POLICE ENFORCEMENT) REGULATIONS**

Effective April 1, 2024, I, MICHAEL KERZNER, Solicitor General for the Province of Ontario, hereby designate all police services as defined in subsection 2 (1) of the *Community Safety and Policing Act, 2019*, S.O. 2019, c. 1, Sched. 1, as amended, pursuant to subsection 2 (1) of the *Cannabis Act (Police Enforcement) Regulations*, SOR/2018-151 (the "Regulations"), for the purposes of all provisions of the Regulations.

Any prior designations made pursuant to subsection 2 (1) of the Regulations are hereby revoked and replaced with this designation.

SIGNED and DATED at Toronto in the Province of Ontario, this 8th day of April, 2024.

A handwritten signature in black ink, appearing to read "Michael Kerzner".

Michael Kerzner
Solicitor General

Solicitor General

Office of the Solicitor General

25 Grosvenor Street, 18th Floor
Toronto ON M7A 1Y6
Tel: 416 326-5000
Toll Free: 1 866 517-0571
SOLGEN.Correspondence@ontario.ca

Solliciteur général

Bureau du solliciteur général

25, rue Grosvenor, 18^e étage
Toronto ON M7A 1Y6
Tél. : 416 326-5000
Sans frais : 1 866 517-0571
SOLGEN.Correspondence@ontario.ca



**DESIGNATION OF POLICE FORCES
PURSUANT TO SECTION 2 OF THE
CONTROLLED DRUGS AND SUBSTANCES
ACT (POLICE ENFORCEMENT)
REGULATIONS**

Effective April 1, 2024, I, MICHAEL KERZNER, Solicitor General for the Province of Ontario, hereby designate all police services as defined in subsection 2 (1) of the *Community Safety and Policing Act, 2019*, S.O. 2019, c. 1, Sched. 1, as amended, pursuant to section 2 of the *Controlled Drugs and Substances Act (Police Enforcement) Regulations*, SOR/97-234 (the "Regulations"), for the purposes of all provisions of the Regulations.

Any prior designations made pursuant to section 2 of the Regulations are hereby revoked and replaced with this designation.

SIGNED and DATED at Toronto in the Province of Ontario, this 8th day of April, 2024.

A handwritten signature in black ink, appearing to read "Michael Kerzner".

Michael Kerzner
Solicitor General

Ministry of the Solicitor General

Public Safety Division

25 Grosvenor St.
12th Floor
Toronto ON M7A 2H3

Telephone: (416) 314-3377
Facsimile: (416) 314-4037

Ministère du Solliciteur général

Division de la sécurité publique

25 rue Grosvenor
12^e étage
Toronto ON M7A 2H3

Téléphone: (416) 314-3377
Télécopieur: (416) 314-4037



MEMORANDUM TO: All Chiefs of Police and
Commissioner Thomas Carrique
Chairs, Police Services Boards

FROM: Ken Weatherill
Assistant Deputy Minister
Public Safety Division

SUBJECT: Ontario Police College Seconded Officer Program

DATE OF ISSUE:	April 22, 2024
CLASSIFICATION:	General Information
RETENTION:	Indefinite
INDEX NO.:	24-0026
PRIORITY:	Normal

I am writing to share information about the Ontario Police College's (OPC) Seconded Officer Program and the important role that police services play in supporting the training delivered at the College by having their officers participate in the program.

The Ministry of the Solicitor General expanded the Basic Constable Training (BCT) program from three intakes per year to four, as well as increased the capacity to up to 500 recruits per intake. The increased number of recruits has placed additional pressures on the program, and the OPC is seeking additional seconded officers to ensure the ongoing delivery and sustainability of the expanded BCT program.

The OPC is currently searching for additional seconded officers in key practical skills areas of the BCT program, including:

- Defensive Tactics
- Firearms
- Immediate Rapid Deployment
- Officer Safety
- Police Vehicle Operations

Seconded officers play a pivotal role in the delivery of the BCT program and have a lasting and positive impact on the training and development of new police officers. Seconded officers become role models for recruits and should possess professional characteristics that police services would like to see mirrored in their new recruits.

...2

-2-

When selecting an individual to put forth for a seconded officer position, the ministry encourages that you use the following criteria in your selection process:

- Experienced Sergeant or Staff Sergeant, or a First Class Constable who demonstrates supervisory oversight and/or mentoring skills;
- Operational understanding of police procedures and legal issues;
- Sound knowledge of contemporary policing issues, including community policing;
- Effective presentation skills;
- Ability to work in a team environment;
- Excellent role model; and,
- Free of any *Community Safety and Policing Act, 2019 / Police Services Act* convictions within the last six years, as well as not subject to any ongoing investigations and/or inquiries.

The OPC respectfully requests that police services that are interested in participating pre-screen police officers interested in joining the Seconded Officer Program and recommend two to three candidates for consideration. Upon submission of their application for secondment to the OPC, recommended candidates will be interviewed.

In addition, the OPC will ask candidates for the following:

- Resume / Curriculum Vitae;
- Two of their most recent personnel evaluations completed by their immediate supervisor; and,
- Letters of recommendation from the candidate's supervisors and peers detailing why the candidate would be suited to the position.

The Seconded Officer Program offers a number of benefits for police services and participating officers including:

- Reimbursement of the complete salary, benefits, and other allowable allowance(s) at the Sergeant level to ensure there are no costs to police services to have one of their officer's participate in the program;
- Meals provided by the College;
- Accommodations for those that live far away;
- A monthly \$600 stipend paid directly to the seconded officer to offset the costs of travel and any other expenses directly associated with their secondment to the College;
- The opportunity to gain supervisory experience, which may aid the seconded officer in career advancement;
- The opportunity to take OPC courses, with their police service's permission, in key areas such as criminal investigations, use of force, adult education and leadership; and,
- Possible certification as a Facilitator in their assigned area, which will allow the officer to facilitate training to other members of their police service and remedial training to assist recruits in completing the BCT program.

.../3

-3-

It should also be noted that the OPC will abide by any collective bargaining requirements for the duration of the agreement, including salary increases and vacation/leave entitlements.

The normal term of secondment opportunities is for a two-year period, with a possible one-year extension; however, consideration will be given to work with police services on contract duration to ensure police service needs are met.

We recognize the significant value added to our programs through the participation of officers seconded from police services across Ontario, and we appreciate the ongoing support from police services to ensure the ongoing delivery of the BCT program. The delivery of this program would not be possible without seconded officers and their dedication to shaping future police officers.

If your police service is interested in participating or has any questions regarding the Seconded Officer Program, please contact Paul Hebert, Director of the Ontario Police College by email at Paul.Hebert@ontario.ca.

Sincerely,



Ken Weatherill
Assistant Deputy Minister
Public Safety Division

c: Mario Di Tommaso, O.O.M.
Deputy Solicitor General, Community Safety

Creed Atkinson
Chief of Staff, Ministry of the Solicitor General

Ministry of the Solicitor General

Public Safety Division

25 Grosvenor St.
12th Floor
Toronto ON M7A 2H3

Telephone: (416) 314-3377
Facsimile: (416) 314-4037

Ministère du Solliciteur général

Division de la sécurité publique

25 rue Grosvenor
12^e étage
Toronto ON M7A 2H3

Téléphone: (416) 314-3377
Télécopieur: (416) 314-4037



MEMORANDUM TO: All Chiefs of Police and
Commissioner Thomas Carrique
Chairs, Police Services Boards

FROM: Ken Weatherill
Assistant Deputy Minister
Public Safety Division

SUBJECT: **Hate Crime Overview and Upcoming Training for the
Ontario Association of Chiefs of Police and All Police
Services in Ontario**

DATE OF ISSUE:	May 1, 2024
CLASSIFICATION:	General Information
RETENTION:	Indefinite
INDEX NO.:	24-0027
PRIORITY:	Normal

At the request of the Ministry of the Attorney General's Criminal Law Division, I am sharing this communication containing information regarding hate crime resources that are both enclosed and coming soon.

Through the attached memo, police services can find information on the following:

- *Criminal Code* Anti-Hate Powers Available to Police
- The Hate Crime Working Group (HCWG)

If you have any questions about this, please refer to the attachment's Appendix A for the contact information for your regional representative(s) of the HCWG.

Additionally, the Ministry of the Solicitor General is proud to partner with the Ministry of the Attorney General to deliver additional online **educational training for all police officers**. This training will be accessible to services through the Ontario Police College Virtual Academy (OPCVA) on Monday, June 10, 2024.

If you have any questions regarding the training, please contact Instructor Amy Cook via e-mail at Amy.Cook@ontario.ca. For questions related to accessing the OPCVA, please contact the OPC Distance Learning unit via e-mail at OPCDL@ontario.ca.

For more details, please refer to the attached memo from Randy Schwartz, Assistant Deputy Attorney General, Criminal Law Division, Ministry of the Attorney General.

.../2

-2-

Sincerely,



Ken Weatherill
Assistant Deputy Minister
Public Safety Division

Attachment

c: Mario Di Tommaso, O.O.M.
Deputy Solicitor General, Community Safety

Creed Atkinson
Chief of Staff, Ministry of the Solicitor General

Ministry of the Attorney General Ministère du Procureur général

Office of the Assistant Deputy
Attorney General

Bureau du sous-procureur général adjoint

Criminal Law Division

Division du droit criminel

McMurtry-Scott Building
720 Bay Street, 6th Floor
Toronto ON M7A 2S9

Édifice McMurtry-Scott
720, rue Bay, 6^e étage
Toronto ON M7A 2S9

Tel: 416-326-2615

Tél.: 416-326-2615



CLD MEMORANDUM RESPECTING ALL CHIEFS' MEMO

TO: Ken Weatherill
Assistant Deputy Minister
Public Safety Division
Ministry of the Solicitor General

FROM: Randy Schwartz
Assistant Deputy Attorney General
Criminal Law Division
Ministry of the Attorney General

DATE: May 1, 2024

SUBJECT: **All Chiefs' Memo:** Hate crime overview and upcoming training for OACP and all police services in Ontario

The purpose of this memo is to advise all Chiefs of Police about:

1. *Criminal Code* powers available to police officers to address hate-related crimes
2. upcoming joint Ministry of the Attorney General (MAG)-Ministry of the Solicitor General (SOLGEN) training to support police officers in investigating hate-related crimes
3. the Ministry's Criminal Law Division Hate Crime Working Group, which is available to provide pre-charge investigative advice to the police and guidance on the AG consent process

Background

Hate crime will not be tolerated in Ontario. Hate crime is particularly serious because of its harmful impact on the individuals involved, other members of the target group, members of other vulnerable groups, the community and society as a whole. There is also a direct causal link between hateful rhetoric and the commission of real-world violence. Police should be vigilant about recognizing when an offence is hate-motivated.

Police-reported hate crimes have risen dramatically in recent years, both in terms of the number and severity of incidents. Almost 50% of all police-reported hate crimes in Canada

occur in Ontario, with that number spiking even further following the start of the Israel-Hamas war in October 2023. Antisemitism and Islamophobia are at historic highs and those communities are justifiably afraid. This growing prevalence of hate is even more alarming when considering that hate crimes remain one of the most underreported crime sets.

While the *Criminal Code* contains robust tools to combat hate, it can sometimes be challenging for frontline officers, as well as the public, to know where lawful expression and assembly cross the threshold into criminal hate speech. There is often no bright line as to what is or is not “hate,” with that determination instead depending on a contextual analysis of the facts of the case. As is discussed below, MAG’s Hate Crime Working Group (HCWG) is available to assist police in making these determinations.

The Ministries of the Attorney General and the Solicitor General are working together to provide clarity and guidance for all officers in Ontario on how to spot, investigate and support the prosecution of hate-related offences. This collaborative approach builds on the information contained below and will include specific training for all Ontario officers through the development of online tools.

1. ***Criminal Code* Anti-Hate Powers Available to Police**

The criminal law provides several tools for police to respond to hate crimes. The Attorney General’s consent is **NOT** required for the vast majority of ‘hate crimes’ and is not an impediment to the laying of hate crime charges. There is no single ‘hate crime’ offence in the *Criminal Code*. The hate-related provisions are generally divided into two categories – Hate Propaganda/Speech Offences and Hate Motivated Offences.

Attorney General (AG) consent is required ONLY for the following hate propaganda offences/seizures, none of which require actual or threatened violence:

- **Advocating Genocide** (s.318(1)): This provision prohibits the public communication of statements intended to advocate for the death or destruction of an ‘identifiable group’ - defined in the *Criminal Code* as any section of public distinguished by colour, race, religion, national or ethnic origin, age, sex, sexual orientation, gender identity or expression, or mental or physical disability. This same definition of ‘identifiable group’ applies to the offences of wilful promotion of hatred (s. 319(2)) and public incitement of hatred (s.319(1)), discussed below.
- **Wilful Promotion of Hatred:** (s.319(2)): Considered the heart of the hate propaganda offences, this provision criminalizes the public communication of statements that wilfully promote hatred against an ‘identifiable group’. The threshold for proving hate is high having regard to freedom of expression values. Statements must rise to the level of vilification and detestation. Communications that are merely offensive, insulting or humiliating do not constitute hate.
- **Wilful Promotion of Antisemitism:** (s.319(2.1)): This provision is limited to Holocaust denial/condonation/minimization. It was enacted in June 2022 and has not yet been charged in Ontario.

Police requests for AG consent to lay charges of advocating genocide and wilful hate promotion are rare. Police services consult early and work closely with members of Ontario's Hate Crime Working Group (HCWG) in connection with these requests. These requests typically involve the most egregious forms of hate speech.

Police can also apply for **hate propaganda warrants and forfeiture orders** for physical and electronic materials (s.320 and s.320.1). AG consent is required.

AG consent is NOT required for the vast majority of hate crimes police encounter every day. These include all hate-motivated offences and one hate propaganda offence as follows:

- **Public Incitement of Hatred** (s.319(1)): This offence involves the public communication of statements that incite hate against an 'identifiable group' where the incitement is likely to lead to a breach of the peace. It is geared towards a person 'whooping up' a crowd in a rally-type situation. An actual breach of the peace does not have to occur for this charge to be laid. It can be an effective tool for police to use in real-time to prevent a potential breach of the peace.
- **Hate-Motivated Mischief to Property** (s.430(4.1)): This offence targets mischief committed against religious or cultural property or other property used by an 'identifiable group' when the commission of the mischief is motivated by bias, prejudice or hate towards the group. This offence is frequently charged by police where there is hateful graffiti on places of worship, community centres, schools etc.
- **Hate-Motivated Offences/Hate in Aggravation of Sentence** (s.718.2(a)(i)): Hate-motivated offences include any substantive criminal offence – typically assault or threatening – that have a hate component, e.g., an assault or threat accompanied by a racial slur or a comment like "go back to your country". Section 718.2(a)(i) of the *Criminal Code* requires judges to consider the hate component of the offence as an aggravating factor in deciding on an appropriate sentence.

Non-Hate Offences: There are other non-hate related offences available to police that may be used effectively in situations where police wish to maintain law and order in the face of escalating tensions that may not rise to the level of any of the hate-related offences set out above. These include mischief, obstruct peace officer, intimidation by blocking a highway, and unlawful assembly, etc. These non-hate specific offences can still be found to be hate-motivated at sentencing under s. 718.2(a)(i).

2. Joint MAG/SOLGEN Training for the OACP and all Police Officers

MAG and SOLGEN provide police training on hate crimes through the Ontario Police College (OPC), and to local police services as requested. Additional online training materials are being developed to ensure that all officers in Ontario understand the tools they have to effectively respond to hate.

Upcoming training will include:

- **Online educational training for police officers.** MAG is working closely with SOLGEN to develop this training with an expected availability/delivery of programming of Monday, June 10, 2024.
- **A targeted training session for the Ontario Association of Chiefs of Police** to be held this summer.

These training sessions will include:

- **A review of current *Criminal Code* provisions and tools.**
- **A discussion of how to practically identify 'hate'.** This will include reference to the 'Hallmarks of Hate', which is a Supreme Court endorsed list of traditional hallmarks aimed at helping to identify vilifying hate speech.
- **Practical application of these tools to a variety of investigative scenarios,** including those where hate crimes often arise (postering, rallies/protests, etc.).

3. The Hate Crime Working Group (HCWG)

The Criminal Law Division's HCWG was established in April 2019, and is comprised of specially trained Crown prosecutors in each region of the province who are available to provide pre-charge advice to police in all hate-related investigations. We encourage police to reach out to the HCWG as needed through regional representatives. **A current list of HCWG members and their contact information is attached** as Appendix A to this memo. HCWG Chairs, Karen Shai and Jamie Klukach, are available for more urgent consultation on weekends.

The HCWG is also available to assist where the police are considering laying a hate propaganda charge requiring AG consent. Police should reach out to a regional representative of the HCWG to arrange for a consultation as early as possible in the investigation. The HCWG assists in identifying investigative gaps which may need to be addressed before a formal request package can be submitted to the AG. The HCWG also advises police on the components of the AG consent package. A decision from the AG/DAG can typically be expected within 4-6 weeks after receipt of a complete package.

I trust this information will assist you.

Sincerely,



Randy Schwartz (he/him)
Assistant Deputy Attorney General | Criminal Law Division
Ministry of the Attorney General | Ontario Public Service
416-627-3826 | randy.schwartz@ontario.ca



Appendix A

Criminal Law Division Hate Crime Working Group Contacts List (as of April 22, 2024)	
CHAIRS: Jamie Klukach (CLOC, General Counsel) jamie.klukach@ontario.ca Karen Shai (CLOC) karen.shai@ontario.ca	
Region	Crowns
Crown Law Office- Criminal	Michael Bernstein michael.bernstein@ontario.ca Rochelle Direnfeld rochelle.direnfeld@ontario.ca Robin Flummerfelt (Major Case) robin.flummerfelt@ontario.ca Jennifer Epstein jennifer.epstein@ontario.ca Erica Whitford erica.whitford@ontario.ca Michelle Campbell (Policy) michelle.campbell@ontario.ca
Central East	Brian McCallion (Newmarket) brian.mccallion@ontario.ca Philip Hsiung (Newmarket) philip.hsiung@ontario.ca
Central West	Carson Coughlin (Peel) carson.coughlin@ontario.ca Jill McKenzie (Hamilton) jill.mckenzie@ontario.ca Richard Garwood-Jones (Regional Office) richard.garwood-jones@ontario.ca
East	Moiz Karimjee (Ottawa) moiz.karimjee@ontario.ca Tim Wightman (Ottawa) tim.wightman@ontario.ca Holly Chiavetti (Kingston) holly.chiavetti@ontario.ca
North	Danielle Wood (Thunder Bay) danielle.wood@ontario.ca Stephanie Baker (Sudbury) stephanie.baker@ontario.ca
Toronto	Simon Heeney (Regional Office) simon.heeney@ontario.ca Andrew Pilla (Scarborough) andrew.pilla@ontario.ca
West	Armin Sethi (Kitchener) armin.sethi@ontario.ca Heather Donkers (London) heather.donkers@ontario.ca Jonathan Janke (Kitchener) jonathan.janke@ontario.ca

Ministry of the Solicitor General Ministère du Solliciteur général

Public Safety Division

Division de la sécurité publique



25 Grosvenor St.
12th Floor
Toronto ON M7A 2H3

25 rue Grosvenor
12^e étage
Toronto ON M7A 2H3

Telephone: (416) 314-3377
Facsimile: (416) 314-4037

Téléphone: (416) 314-3377
Télécopieur: (416) 314-4037

MEMORANDUM TO: All Chiefs of Police and
Commissioner Thomas Carrique
Chairs, Police Service Boards

FROM: Ken Weatherill
Assistant Deputy Minister
Public Safety Division

SUBJECT: **Police Week 2024: May 12-18, 2024**
Provincial Theme “Join Policing: Keep Ontario Safe”

DATE OF ISSUE:	May 2, 2024
CLASSIFICATION:	General Information
RETENTION:	May 18, 2024
INDEX NO.:	24-0028
PRIORITY:	Normal

Police Week is an annual recognition week that focuses on increasing community awareness and acknowledgement of police services, while strengthening partnerships between police and those they serve. It is an opportunity to commend all members of police services for their strong commitment to keeping Ontario safe.

Since 1970, Police Week has taken place in May to coincide with Peace Officers Memorial Day, which is internationally recognized on May 15. As such, May 12 to 18, 2024, will be designated Police Week in Ontario.

The provincial theme for 2024 is “**Join Policing: Keep Ontario Safe**”. This year’s theme provides an opportunity to use in-person events, social media, or other platforms to celebrate the policing profession in an effort to bring awareness to the profession and increase recruitment, while highlighting how our police services continue to keep our province safe.

Similar to previous years, police services across the province are encouraged to use the hashtag **#PoliceWeekON** to promote local efforts during Police Week 2024, including highlighting various professions within the police service, and the great work of local officers and the positive impact they have on their communities. If your police service is interested in submitting a profession or program to be featured on the Ministry of the Solicitor General’s social media channels during Police Week, please complete the attached template and email it to Ashika.Sharda@ontario.ca and Shamitha.Devakandan@ontario.ca by **May 8, 2024**, along with a photo that the ministry has permission to use on social media.

.../2

-2-

The ministry will review and may use submissions to create posts that will be shared on **@ONsafety** (Facebook and X).

In addition, the ministry has developed a web banner to help promote Police Week 2024 on your local websites and through social media. Please visit the Ontario Association of Chiefs of Police website (www.oacp.ca) to download the banner.

If you have any questions about Police Week 2024, please contact Shamitha Devakandan, Community Safety Analyst, at Shamitha.Devakandan@ontario.ca and Ashika Sharda, Junior Community Safety Analyst, at Ashika.Sharda@ontario.ca.

As always, I would like to thank the Ontario Association of Chiefs of Police for its support throughout the planning process and sharing this year's Police Week materials on its website.

Sincerely,



Ken Weatherill
Assistant Deputy Minister
Public Safety Division

Attachment

c: Mario Di Tommaso, O.O.M.
Deputy Solicitor General, Community Safety

Creed Atkinson
Chief of Staff, Ministry of the Solicitor General

Ministry Social Media Submission Template – Police Week 2024

The Ministry of the Solicitor General would like to use Police Week to showcase various policing professions and local initiatives that promote policing in the community, in addition to collaborative approaches to overall community safety and well-being (e.g., community outreach, local partnership initiatives). As such, the ministry will be featuring photos of police engaging with the community, and information about different programs and initiatives on the ministry’s social media channels – both Facebook and X (@ONsafety) throughout Police Week 2024 (May 12-18, 2024). The ministry will also share or retweet posts from the policing community using the #PoliceWeekON hashtag.

If you would like to nominate a profession or program to be featured by the ministry during Police Week, please complete the template below and email it, along with a relevant photo that the ministry has permission to use on social media (from both the photo subject(s) and the police service), to Ashika.Sharda@ontario.ca and Shamitha.Devakandan@ontario.ca by **May 8, 2024**.

Submission Template	
Name of Police Service:	
Community:	
Name of Profession/Program:	
Contact Information (i.e., email and phone number):	
<p><i>Please provide a brief description of the program offered by your police service that you would like the ministry to highlight (100 words maximum). As noted above, part of your answer may be used for social media content.</i></p>	