



## Regular Council Meeting

<b>To:</b>	Mayor and Council
<b>Date:</b>	May 19, 2020
<b>From:</b>	Elana Arthurs, Clerk
<b>Report Number:</b>	Corporate Services 2020-09
<b>Subject:</b>	Cavan Monaghan Policing Services

### Recommendations:

1. That Council provide direction to staff to respond to the offer to extend the existing contract for policing services provided by Peterborough Police Service; and
2. That Council provide direction to draft a letter to the City of Peterborough in response to the correspondence received requesting that a portion of the Ontario Cannabis Legalization Implementation Fund (OCLIF) be provided to the Peterborough Police Service.

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### Overview:

#### Police Services Contract

In 2015 the Township of Cavan Monaghan entered into a five (5) year contract for policing services with Peterborough Police Service, set to expire September 30, 2020.

Staff were approached by representatives from the City of Peterborough and the Peterborough Police Service in 2019 to discuss the communication challenges the Service was experiencing in certain areas of the Township, and it was requested that the Township of Cavan Monaghan improve the P25 radio communication system coverage by establishing an additional P25 site. Staff began investigating the costs and met with Harris Canada Systems Inc. to discuss what was required. At this time, we are still working out specific details and cost regarding the annual maintenance of the site but the estimate provided for the capital infrastructure costs would be just over \$500,000.00.

It was determined that it would be prudent to investigate if there were other police services that might be interested in providing a cost to the Township of Cavan Monaghan. A report was presented at the Regular Council meeting held on January 13, 2020 to obtain the required direction and motion to seek a proposal from the Ontario Provincial Police (OPP). That motion was sent to the Solicitor General and direction was provided to the OPP to proceed with a costing. We had been advised that the OPP

would normally begin the process with a meeting between OPP representatives and Township representatives although due to the COVID-19 Pandemic we have not had that meeting. We had however been receiving weekly updates indicating they were working on preparing a costing proposal. On May 8, 2020, an email was received from Linda Davis, Contract Analyst with the OPP Municipal Policing Bureau stating that due to the current COVID-19 Pandemic that the costing proposal for the Township of Cavan Monaghan is on hold for a minimum of four (4) weeks.

Staff also sent a letter to the Durham Regional Police Services Board enquiring if they would be interested in providing a costing to Cavan Monaghan and response to that letter was received from Kevin Ashe, Board Chair declining the opportunity to submit a proposal.

On April 30, 2020 Richard Freymond from the City of Peterborough provided correspondence to the Township indicating that in recognition of the COVID-19 pandemic they would be prepared to recommend to Council that the contract with the Township for policing services be extended for a two (2) year period. In that letter, which is attached to this report, it specifically indicates that upgrading of the radio infrastructure would not be required during the term of the extension and in addition they are looking for some flexibility to deploy the Township dedicated officers on duty should they be required to attend another incident outside of the Township.

### **Ontario Cannabis Legalization Implementation Fund (OCLIF)**

On March 12, 2020 Gary Baldwin from the Peterborough Police Board provided correspondence to the Township requesting that consideration be given to releasing some of the \$15,319.00 in funding that was received for the Ontario Cannabis Legalization Implementation to the Peterborough Police Service to assist with expenses related to the implementation costs of the Cannabis Act. As indicated in the letter received on November 20, 2018 from the Ministry of Finance, municipalities must use their OCLIF funding to address the implementation costs that directly relate to the legalization of recreational cannabis. Below is a summary of the Use of Funds which is taken from the Ministry of Finance, Ontario Cannabis Legalization Implementation Fund (OCLIF) website at <https://www.fin.gov.on.ca/en/budget/oclif/>

Examples of permitted costs include:

- increased enforcement (e.g. police, public health and by-law enforcement, court administration, litigation)
- increased response to public inquiries (e.g. 311 calls, correspondence)
- increased paramedic services
- increased fire services
- by-law / policy development (e.g. police, public health, workplace safety policy)

### **Lower-tier and upper-tier municipalities**

Lower-tier and upper-tier municipalities received a 50/50 split of the allocations made on a per household basis. Decisions to adjust the split in allocation and transfer funding can be made at the local level as needed. In the second and third payments, upper-tier municipalities received funding in relation to opt-out decisions made by the lower-tier

municipality. If a lower tier municipality opted-out, the upper tier municipality did not receive funding on a per household basis in relation to that municipality.

### **Financial Impact:**

**Police Services Contract** – As identified in the City of Peterborough Staff Report, for the period of October 1, 2020 - to December 31, 2020, the Township would pay \$324,249.00, a cost of \$108,334.00/month which is representative of what the Township is currently paying for police services. In addition, the Township would be responsible for the cost of liability insurance which historically has been between \$11,700 - \$13,200 per year. The City of Peterborough Staff Report further notes that for the period of January 1, 2020 to September 2022, annual policing increases for the contract with Cavan Monaghan will be based on negotiations with staff for salaries and inflationary factors for other expenses.

Below is the cost year over year for policing services provided by the Peterborough Police Service beginning in October 2015 to date.

2015	\$ <b>290,361</b> (3 months), \$96,787/month
2016	\$ <b>1,191,078</b> (full year), \$99,256.50/month (2.55% increase over 2015 rate)
2017	\$ <b>1,212,628</b> (full year), \$101,052/month (1.81% increase over 2016 rate)
2018	\$ <b>1,228,838.43</b> (full year, less \$3,657.57 OT credit), \$102,708/month (1.64% increase over 2017 rate)
2019	\$ <b>1,256,295.24</b> (full year, less \$7,868.76 OT credit), \$105,347/month (2.57% increase over 2018 rate)
2020	\$ <b>1,300,008</b> (estimated full year, less \$2,987 OT credit to date), 108,334/month (2.84% increase over 2019 rate)

**Ontario Cannabis Legalization Implementation Fund (OCLIF)** – The full amount received totaling \$15,319.00 is currently held within our OCLIF Cannabis reserve and would be reduced by any amount Council directs staff to release to the Peterborough Police Service.

### **Attachments:**

1. Letter to Elana Arthurs, Clerk dated April 30, 2020 from the City of Peterborough
2. City of Peterborough Staff Report from Richard Freymond, Commissioner of Corporate and Legislative Services Re: City/Cavan – Contract Police Service Amendment and Extension Agreement
3. Letter to Elana Arthurs, Clerk from the Durham Regional Police Services Board
4. Letter to Yvette Hurley, CAO dated March 12, 2020 from the Peterborough Police Board
5. Letter to Head of Council, dated November 20, 2018 from the Ministry of Finance
6. Ontario Cannabis Legalization Implementation Fund;  
2018-19 First Payment – Allocation Notice  
2018-19 Second Payment – Allocation Notice

Third Payment – Allocation Notice (2019-20)

Respectfully submitted by,

Elana Arthurs  
Clerk

Reviewed by,

Yvette Hurley  
Chief Administrative Officer



Elana Arthurs - Clerk  
Township of Cavan Monaghan  
988 Peterborough County Road 10  
Millbrook, Ontario  
L0A 1G0

April 30, 2020

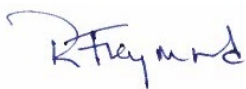
Dear Elana:

As a follow up to our recent telephone conversation regarding the possibility of extending the existing Three-party Agreement dated August 25, 2015, between the Township, City and Police Services in recognition of the COVID-19 pandemic, I offer the following details that staff would be prepared to recommend to Council:

- 1) That during the term of the contract extension, the City/Police ask to upgrade the radio infrastructure in the Township be postponed. The request would be revisited during discussions related to future contract renewals, should these discussions occur.
- 2) An amendment to Schedule A (8) of the 2015 Agreement to provide Police Services additional operational and deployment flexibility, as follows:
  8. The Township acknowledges that the dedicated officers may be called upon to attend another incident outside the Township, **or be deployed outside the Township**, as the case may be, as required to protect officer and public safety and where all other officer re-assignments have been explored. **When such circumstances occur, normal policing activities in the Township will resume as soon as the incident or deployment has been addressed.**
- 3) Extension of the term for two years – until 12:00 midnight on the 30<sup>th</sup> day September 2022.
- 4) All other terms of the 2015 Agreement to remain the same.

Thank you for your consideration of the above matter. Should you require any additional information, please do not hesitate to contact me.

Yours truly,



Richard Freymond

cc. to Scott Gilbert, Chief of Police





City of  
**Peterborough**

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**To:** **Members of the General Committee**

**From:** **Richard Freymond**  
**Commissioner of Corporate and Legislative Services**

**Meeting Date:** **May 11, 2020**

**Subject:** **CLSFS20-027**  
**City/Cavan – Contract Police Service Amendment and Extension Agreement**

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## **Purpose**

A report to recommend the City amend and extend the agreement for contract Policing Services with the Township of Cavan Monaghan for a period of two years.

## **Recommendation**

That Council approve the recommendation outlined in Report CLSFS20-027, dated May 11, 2020, of the Commissioner of Corporate and Legislative Services, as follows:

That the Mayor and City Clerk be authorized to execute an amendment and extension to the Contract Police Services Agreement with the Township of Cavan Monaghan and the Peterborough Police Services for a two year term from October 1, 2020 to September 30, 2022 and in a form acceptable to the Commissioner of Corporate and Legislative Services and the City Solicitor and substantially in the form attached as Appendix A to Report CLSFS20-027.

## **Budget and Financial Implications**

For October 1, 2020 to December 31, 2020, the Township would pay \$324,249 for the base services to be provided plus the cost of liability insurance. An amount of \$20,000 for overtime is included in the annual contract however a reconciliation will occur to actual overtime costs at year end.

For January 1, 2020 to September 30, 2022, annual policing increases for the contract with Cavan Monaghan will be based on negotiations with staff for salaries and inflationary factors for other expenses.

## Background

As approved by Council through Report CPFS15-011 dated May 11, 2015, the current agreement for contract policing services with the Township expires on September 30, 2020. City staff including representatives from Police Services, met with Township staff several times to negotiate a renewal of the contract. However, these discussions took place prior to the COVID-19 pandemic. At the present time, both the City and the Township are operating under Declared States of Emergency and it is unclear at this time as to when that situation will change.

In consideration of the current operational status of both municipalities, staff are recommending an amendment and extension to the existing agreement for a further term of two years. In the interim, a status quo scenario will allow the parties to focus on issues arising from the pandemic situation and provide additional time for the negotiation of a renewal of the contract at the appropriate time, should the parties wish to do so.

A key topic in the discussions that had taken place was resolution to the issue of the adequacy of police radio coverage. Ensuring adequate radio coverage becomes a health and safety issue in responding to a policing event. In this regard, several actions have taken place including the Township obtaining preliminary cost estimates from the City's supplier for radio infrastructure that could be installed in the Township, exploring if the radio infrastructure used in Durham Region could be of assistance in mitigating the issues, and a review of the radio technology and how it is configured in the individual police vehicles. This later initiative has led to some positive results and continues to be a work in progress. The contract extension would also allow the rural broadband initiative that is currently in the works to progress further along, with a view to determining how this additional communications infrastructure may be of assistance in resolving the radio coverage issue.

It is recommended that the amendment and extension to the contract contain the following four key elements:

- 1) That during the term of the contract extension, the City/Police ask to upgrade the radio infrastructure in the Township be postponed. The request would be revisited during discussions related to future contract renewals, should these discussions occur. This also allows more time for the radio coverage issue to potentially be resolved in a more cost-effective manner than previously thought.
- 2) An amendment to Schedule A (8) of the 2015 Agreement to provide Police Services additional operational and deployment flexibility, as follows:

8. The Township acknowledges that the dedicated officers may be called upon to attend another incident outside the Township, **or be deployed outside the Township**, as the case may be, as required to protect officer and public safety and where all other officer re-assignments have been explored. **When such circumstances occur, normal policing activities in the Township will resume as soon as the incident or deployment has been addressed.**
- 3) Extension of the term for two years – until 12:00 midnight on the 30<sup>th</sup> day September 2022.

In extending the term for two years, clause 10(i) of the agreement will be deleted.

- 4) All other terms of the 2015 Agreement to remain the same.

Township staff plan to present this proposed amendment and contract extension to their Council at its meeting to be held May 19, 2020. The Peterborough Police Services Board will consider the matter at their Board meeting on Tuesday May 12, 2020 and authorize the Chair to sign it once it is approved by City Council and the Township of Cavan Monaghan Council, barring any substantial changes.

## Summary

Extending the agreement for two years will allow the City, Township and Police Services to focus on the needs of the pandemic in the short term and provide additional time for further discussions at the appropriate time.

Submitted by,

Richard Freymond  
Commissioner of Corporate and Legislative Services

Contact Name:

Richard Freymond  
Commissioner of Corporate and  
Legislative Services  
Phone: 705-742-7777 Ext. 1863  
Toll Free: 1-855-738-3755  
Fax: 705-876-4607  
E-mail: [rfreymond@peterborough.ca](mailto:rfreymond@peterborough.ca)

Attachments:

Appendix A – Amendment and Extension Agreement Between the City of Peterborough,  
the Township of Cavan Monaghan and Peterborough Police Services

Appendix B – 2015 Policing Services Agreement

## **Amendment and Extension Agreement**

THIS AGREEMENT dated this \_\_\_\_ day of \_\_\_\_\_, 2020

Between:

**The Corporation of the Township of Cavan Monaghan** ("Township")

and

**The Corporation of the City of Peterborough** ("City")

and

**The Peterborough Police Services Board** ("Board")

### **Whereas:**

- a) Pursuant to the Original Agreement, the parties agreed to terms upon which police services would be provided to the Township by the Board for the term ending September 30, 2020.
- b) The parties wish to extend the term of the Original Agreement with certain amendments more particularly set out in this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT** in consideration of the mutual covenants and agreements set out herein, the parties covenant and agree as follows:

### **Definitions**

1. In this Agreement:

- a) "Agreement" means this agreement and its schedule(s) and any amendments thereto.
- b) "Original Agreement" means an agreement dated August 25, 2015 between the Township, the City and the Board for the provision of police services by the Board to the Township pursuant to subsection 6.1(1) of the **Police Services Act**, R.S.O. 1990, c. P.15
- c) A term defined in the Original Agreement has the same meaning in this Agreement.

### **Amendments**

2. The Original Agreement is amended by:

- a) Deleting in clause 2(i) the words, "30<sup>th</sup> day of September 2020", and by substituting the words, "30<sup>th</sup> day of September 2022";

## Appendix A

- b) Deleting the text of clause 10(i) and by substituting the text, “[Intentionally deleted.]”; and by
- c) Deleting the text of Schedule A, section 8 and by substituting the following text:

“The Township acknowledges that the dedicated officers may be called upon to attend another incident outside the Township, or be deployed outside the Township, as the case may be, as required to protect officer and public safety and where all other officer re-assignments have been explored. When such circumstances occur, normal policing activities in the Township will resume as soon as the incident or deployment has been addressed.”

### General

- 3. All terms and conditions of the Original Agreement, as amended by this Agreement, remain in full force and effect and time remains of the essence.
- 4. This Agreement and any amendment, restatement, supplement, replacement, other modification or termination of any provision of this Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument.
- 5. Either party may deliver an executed copy of this Agreement as a PDF document attached to an e-mail but that party shall immediately deliver to the other party an original executed copy of this Agreement.

**THE PARTIES HERETO** have executed the Agreement effective as of the date first above written.

The Corporation of the Township of Cavan Monaghan

Per: \_\_\_\_\_  
[name, title]

Per: \_\_\_\_\_  
[name, title]  
We have authority to bind the Township

The Corporation of the City of Peterborough

Per: \_\_\_\_\_  
Diane Therrien, Mayor

## Appendix A

Per: \_\_\_\_\_  
John Kennedy, Clerk  
We have authority to bind the City

Peterborough Police Services Board

Per: \_\_\_\_\_  
[name, title]

Per: \_\_\_\_\_  
[name/title]  
We have authority to bind the Board



This Agreement entered into on August 25, 2015

Between:

**The Corporation of the Township of Cavan Monaghan**  
(Hereinafter referred to as the "Township")

and

**The Corporation of the City of Peterborough**  
(Hereinafter referred to as the "City")

and

**The Peterborough Police Services Board**  
(Hereinafter referred to as the "Board")

**Whereas**, police services are presently provided to the Township by the Ontario Provincial Police and this service will cease as of midnight on September 30, 2015;

**And Whereas** the Township and the City, under Section 4 of the Police Services Act, R.S.O. 1990, are required to provide adequate and effective police services in accordance with the needs of their respective municipalities;

**And Whereas** the Township wishes to enter into an agreement with the City for the provision of police services for the municipality pursuant to subsection (1) of Section 6.1 of the **Police Services Act**, R.S.O 1990;

**Now therefore in consideration of the premises and covenants herein the parties hereto agree as follows:**

#### **Definitions**

1. In this Agreement:

- (i) "Act" means Police Services Act, R.S.O. 1990 c. P.15, as amended.
- (ii) "Board" means the Peterborough Police Services Board and any successors thereof.
- (iii) "Chief of Police" means the Chief of Police of the Peterborough Police Service and includes an Acting Chief of Police.
- (iv) "Township" means the Corporation of the Township of Cavan Monaghan.
- (v) "City" means the Corporation of the City of Peterborough.

- (vi) "Police Service" means the Peterborough Police Service.
- (vii) "Cost of Service" means the fee charged by the City to the Township for Contracted Services.
- (viii) "Contracted Services" shall mean those services identified in Schedule A of this Agreement.

### **Term of Agreement**

- 2. (i) This Agreement shall come into force and take effect at 12:01 a.m. on the 1<sup>st</sup> day of October, 2015 and continue until 12:00 midnight on the 30<sup>th</sup> day of September, 2020 – subject to termination clause being invoked as set out in Article 10 of this agreement.

### **Description of Contracted Service**

- 3. (i) The City and the Township agree that the Police Service shall provide Contracted Services for the Township as set out in Schedule A – Schedule of Contracted Service.

### **Area Serviced**

- 4. (i) The Contracted Services shall be provided to the area within the geographic boundaries of the Township as set out in the Boundary Schedule attached as Schedule B.
- (ii) Section 19. (1) 3. of the Act states the Ontario Provincial Police are responsible for maintaining a traffic patrol on the King's Highway, except the parts designated by the Solicitor General.
- (iii) Highway 115, Highway 7 and Highway 7A are identified as King's Highways in the Township of Cavan Monaghan.

### **Revenue from Service**

- 5. (i) The Township shall retain revenue actually received from by-law tickets issued by the Police Service and processed by the Provincial Offences Court for by-law offences in the Township such as but not limited to Parking Tickets.

### **Cost of Service**

- 6. (i) For the Contracted Services herein described, the Township shall pay to the City the fees, as set out in Schedule C, to be payable monthly, on the 15<sup>th</sup> of each month.

- (ii) In the event overtime costs are incurred by the Police Service for the Contracted Services provided to the Township beyond the amount identified in Schedule C (1.3 and 1.4), the Township shall pay to the City overtime salary and benefit costs no later than March 31 of the following year, based upon the certificate of the City Treasurer.
- (iii) In the event a special service is required that cannot be provided by the Police Service and the Police Service is required to pay the service provider, i.e. OPP, the Township shall pay to the City an amount for the special service beyond the amount identified in Schedule C, based on invoices setting out actual costs incurred, such payment to be made no later than March 31 of the following year, based upon the certificate of the City Treasurer.
- (iv) With respect to 6(ii) and 6(iii) above, Overtime identified in Schedule C (Ref 1.3) and special services (Ref 1.4), if the amount incurred by the Police Service are less than the amount identified in Schedule C, the City shall pay to the Township, the amount that is the difference between the amount in Schedule C and the actual amount. Payment shall be made no later than March 31, of the following year.
- v) The Township agrees to pay an increase, starting January 1, 2016 and being revised each January 1 through to 2020 to the City as follows:
  - (a) For the human resources component, (Section 1 Human Resources) of the fees - the annual percentage compensation increase for the sworn and civilian members of the Police Service, attributed to the services provided to the Township, shall be added to the total human resources cost from the previous year of the Agreement;
  - (b) For the other non-human resources items in the fees - the increase approved in the budget;
  - (c) The annual increase will be provided to the Township on or before December 1 of the prior year (if available) for inclusion into the annual budget process of the Township, and
  - (d) If the annual increase is not known as of the beginning of the year of Contracted Service, the monthly advance payment shall be based on the previous year's cost and an adjustment shall be made when the information is known.
- (vi) In the event of any legislative amendments or provincial standards which become applicable to this Agreement or the provision of police services or any other matters which require the provision of Contracted Services in the Township which are beyond the control of City and were unforeseen at the time of execution of this Agreement, the Township shall pay to the

City the additional costs incurred to comply or provide the additional Contracted Services to the Township, the timing of such payment shall be agreed to by both parties.

- (vii) The Township, Board and City agree and acknowledge that the Board appoints the members of the Police Service, as set out in Section 31.(1) (a) of the Act and the Board is the employer. No fees shall be paid by the Township related to the termination or severance of members of the Police Service.

### **Insurance**

- 7. (i) The City agrees to maintain comprehensive general liability insurance in an amount of at least \$5,000,000 and to include the Township as an additional insured.
- (ii) The Township agrees to pay to the City the amount of the additional premium, if any, assessed by the City's insurer for such liability insurance which is related to the contracted service provided to the Township.

### **Indemnification Clause**

- 8. (i) The City shall indemnify and save harmless the Township from and against all claims, demands, losses, costs, damage, actions, suits, proceedings and expenses by whomsoever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to the activities of the Police Service in providing Contracted Services under this Agreement.

### **Communications**

- 9. (i) In accordance with Section 6.1(2) of the Act, a representative from the Township shall be invited to attend the Board meetings to advise the Board with respect to objectives and priorities for Contracted Services provided in the Township. The representative shall be a non-voting observer.
- (ii) The Chief of Police, or designate, shall meet with the Township quarterly to discuss the policing needs of the Township and any requested or recommended changes to the Contracted Services. If the changes are mutually agreed to, by amending agreement (see also Section 14 of this Agreement), and there is a corresponding increase (or decrease) in the service level requirement, the Township shall be responsible for the additional costs associated with such increase (or shall experience a lower cost if it is a decrease in service level).

- (iii) The Chief of Police shall submit, quarterly, to the Township, a report of the policing activities carried out in the Township, the form of which report shall be determined and agreed to by the Chief and the Township.

### **Termination of Agreement**

- 10. (i) Either party may terminate this agreement subject to a two-year written notice of termination to the other party.

### **Consent**

- 11. (i) The Board hereby acknowledges, consents and agrees to the terms of this Agreement, to the intent that the Board shall provide the Contracted Services referred to herein.

### **Notice**

- 12. (i) Notices and communications shall be in writing and shall be delivered by e-mail, postage-prepaid mail, personal delivery or fax, and will be addressed to the following:

To the Township of Cavan Monaghan:  
988 County Road 10  
Millbrook, ON L0A 1G0  
Attention: Municipal Clerk

To the City of Peterborough:  
500 George Street North  
Peterborough, ON K9H 3R9  
Attention: City Clerk

To the Peterborough Police Services Board:  
500 Water Street  
P.O. Box 2050  
Peterborough, ON K9J 7Y4  
Attention: Executive Assistant to the Board

### **Successors and Assignment**

- 13. (i) This Agreement shall ensure to the benefit of and be binding upon the Parties and their successors and assigns.

### **Entire Agreement**

14. (i) This Agreement and the schedules attached, constitutes the complete and exclusive statement of the Agreement between the Parties which supersedes all other communications between the Parties relating to the subject matter of this Agreement

### **Amendments**

15. (i) This Agreement will not be changed, modified, terminated or discharged in whole or in part except by instrument in writing signed by the parties hereto, or their respective successors or permitted assigns, or otherwise as provided herein.

### **Headings**

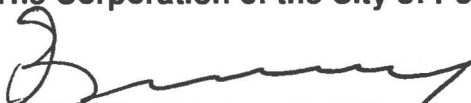
16. (i) The section headings hereof have been inserted for the convenience of reference only and will not be construed to affect the meaning, construction or effect of this Agreement.

### **Governing Law**

17. (i) The provisions of this Agreement will be construed and interpreted in accordance with the laws of the Province of Ontario as at the time in effect.

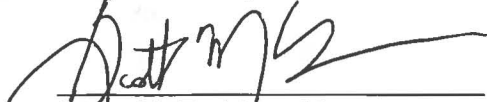
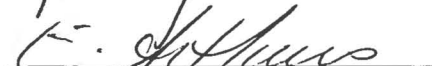
In Witness Whereof the Township and the City have affixed their corporate seals attested by the signature of their duly authorized signing officers.

### **The Corporation of the City of Peterborough**

  
Daryl Bennett, Mayor

  
John Kennedy, Clerk

**The Township of Cavan Monaghan**

  
\_\_\_\_\_  
Scott McFadden, Mayor  
\_\_\_\_\_  
Elana Arthurs, Clerk

**Peterborough Police Services Board**

  
\_\_\_\_\_  
Andrea Maxie, Acting Chair

Bob Hall



### **Schedule A - Schedule of Service**

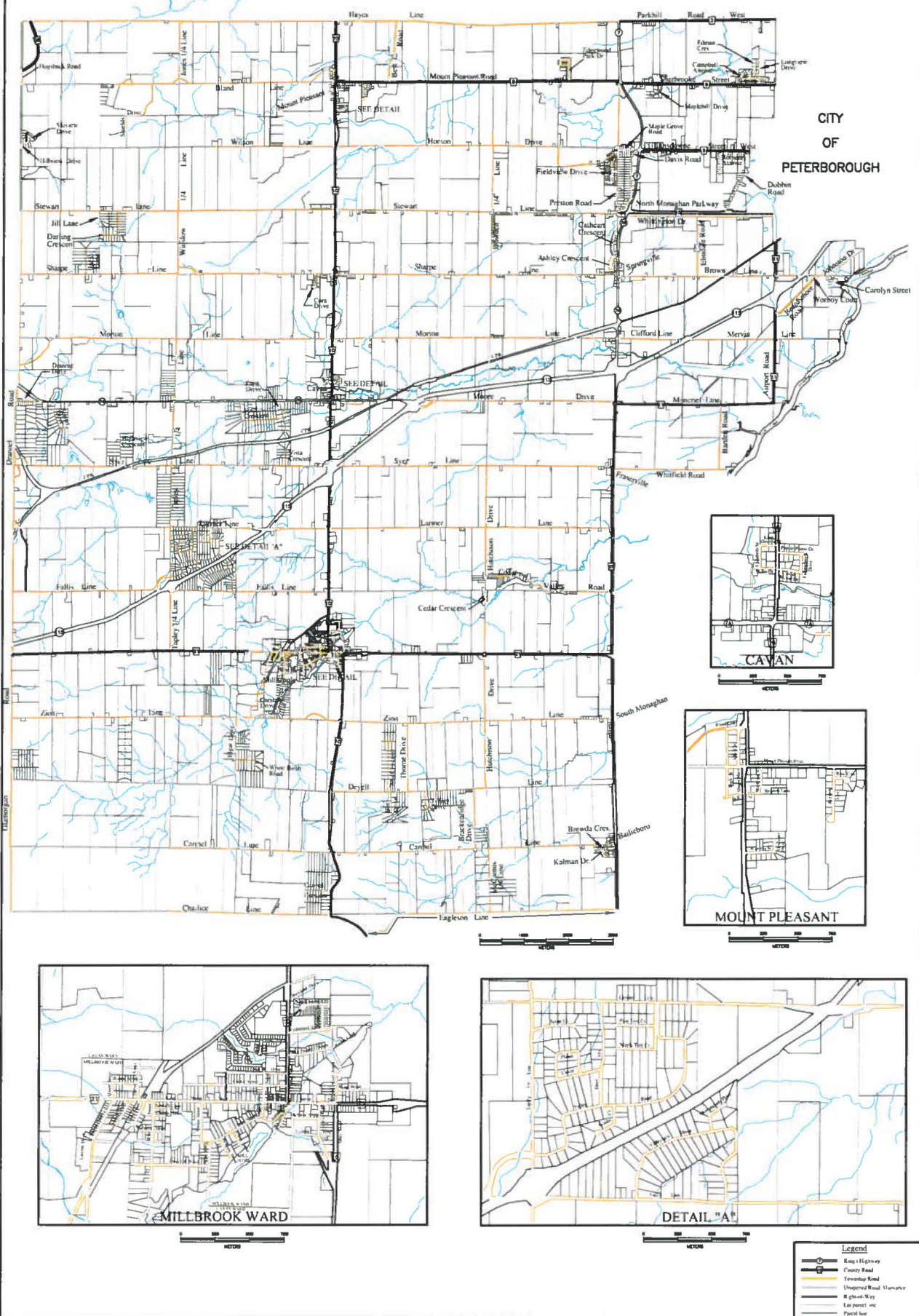
1. At a minimum the following Contracted Services will be provided:
  - Crime prevention
  - Law enforcement
  - Assistance to victims of crime
  - Public order maintenance
  - Emergency response
2. Supervision will be provided by existing supervisory staff, as officers assigned policing responsibilities will be under the direction of Sergeants.
3. The Services will include a policing response 24 hours per day, 365 days a year. Should the response require additional resources, beyond the two dedicated officers, other officers will be called upon to respond.
4. The contracted services will include one dedicated officer assigned to the Township for 24 hours per day and one officer for 12 hours per day. Their work will include proactive patrols, generalist policing functions, Community Services, Traffic Support and Criminal Investigations, including:
  - (a) Community Services for programs and events such as school programs, seniors' programs, Home Alone, Police Week, Week without Violence, Crime Prevention Week and Drug Awareness. The officers will work with existing and future Community Services volunteers in the Township, as required.
  - (b) Traffic Support including the monitoring of activities such as radar detail, speeding, noisy trucks and traffic detail.
  - (c) Enforcement of municipal by-laws which pertain to such matters as noise complaints, parking or other municipal by-laws as may be mutually agreed upon, included by not limited to the following by-laws:
    - **By-law No. 2013-42** – Being a by-law to regulate traffic and parking within the limits of the Township of Cavan Monaghan
    - **By-law No. 2014-06** – Being a by-law to regulate the disposal of refuse, debris and snow within the Township of Cavan Monaghan.
  - (d) R.I.D.E programs, to the extent of any R.I.D.E grants received by the Township which will be based upon applications submitted by the Police Service on the Township's behalf.
5. The contracted services will include a 9-1-1 Service to Township residents in the service area.



6. The Chief of Police shall ensure that the following responsibilities are carried out efficiently and effectively:
  - a) Participate in the Township of Cavan Monaghan Emergency Plan and ensure the police services roles and responsibilities are fulfilled,
  - b) Work with the Community Emergency Management Coordinator (CEMC) and the Fire Chief in coordination of emergency services and 911 communications and
  - c) Participate in the Peterborough Tri-Services to ensure seamless coordination of resources for all emergency services.
7. The Peterborough Police Service shall provide the Motor Vehicle Collision police report to the Cavan Monaghan Fire Chief's office for all occurrences within the municipal boundary.
8. The Township acknowledges that the dedicated officers may be called upon to attend another incident outside the Township as required to protect officer and public safety and where all other officer re-assignments have been explored.

**Schedule B - Boundary Schedule**

## TOWNSHIP OF CAVAN MONAGHAN





## **DURHAM REGIONAL POLICE SERVICES BOARD**

**K. Ashe, Chair \* B. Drew, Vice-Chair**  
**P. Barnes, Member \* G. Cubitt, Member**  
**Steve DeBoer, Member \* K. Fisher, Member \* J. Henry, Member**

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Ms. Elana Arthurs  
Clerk  
Township of Cavan Monaghan

By email

Dear Ms. Arthurs,

Thank you for your letter of March 2, 2020, requesting our interest in providing a proposal to deliver contracted policing services to the Township of Cavan Monaghan.

The Board respectfully declines to submit a proposal.

Thank you for considering the Durham Regional Police Service in your deliberations regarding the provision of police services.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Ashe".

Kevin Ashe  
Chair

c.c.: Chief Martin



***Councillor Gary Baldwin, Chair   Mr. Mark Graham, Vice Chair   Mayor Diane Therrien  
Mr. Bob Hall   Mr. Leslie Kariunas***

---

March 12<sup>th</sup> 2020

Township of Cavan Monaghan  
Yvette Hurley, CAO  
988 County Road 10  
Millbrook, Ontario  
L0A 1G0

Ms. Hurley

Police services across the country spent hundreds of thousands of dollars in preparation of the *Cannabis Act* which came into force in October of 2018. The Peterborough Police Service has incurred a number of costs in preparation of the legalization of cannabis and the policing challenges this new legislation brings. Such expenses include but are not limited to:

- Training costs for drug recognition officers, standard field sobriety testing and the new legislation.
- Increased RIDE programs
- Roadside screening devices
- Investigations into legal and illegal dispensaries

These are not one time expenses and future costs are estimated at just over \$500,000.

As you are aware the provincial government provided municipalities with funding to assist with the implementation costs of the *Cannabis Act*. The money is to be used for:

- Increased enforcement for police, public health, court services etc.
- Response to public inquiries

- Increased paramedic and fire services
- Bylaw and policy development

All three jurisdictions we police received the provincial funding and the City of Peterborough passed the following motion on March 2<sup>nd</sup>:

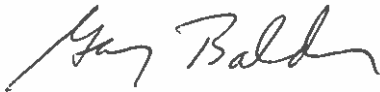
That funding received in the amount of \$253,639 for the Ontario Cannabis Legalization Implementation Funding, be transferred from Reserve to the Peterborough Police Service.

Attached is the report from Richard Freymond, Commissioner of Corporate and Legislative Services for the City of Peterborough, and Deputy Chief Farquharson which provides further information.

The Peterborough Police Services Board received notice that the Township of Cavan Monaghan also received funds in the amount of \$15,319. The Board is requesting that some of this funding be provided to the Service to assist with these expenses.

Would you be kind enough to bring this request to Council's attention? Should you have any questions, please do not hesitate to contact me.

Most sincerely



Gary Baldwin, Chair

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***Police Services Board***

***500 Water Street, P.O. Box 2050 Peterborough, Ontario K9J 7Y4***

***Telephone: 705-876-1122 ext. 220 Fax: 705-876-6005***

***www.peterboroughpolice.com***





City of  
**Peterborough**

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**To:** **Members of the General Committee**

**From:** **Richard Freymond**  
**Commissioner of Corporate and Legislative Services**

**Meeting Date:** **March 2, 2020**

**Subject:** **Report CLSFS20-021**  
**Distribution of Ontario Cannabis Legalization**  
**Implementation Funding**

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## **Purpose**

A report to recommend that the funding received from the Province for the Ontario Cannabis Legalization Implementation be transferred to the Peterborough Police Services.

## **Recommendation**

That Council approve the recommendation outlined in Report CLSFS20-021 dated March 2, 2020, of the Commissioner of Corporate and Legislative Services, as follows:

That funding received in the amount of \$253,639 for the Ontario Cannabis Legalization Implementation Funding, be transferred from Reserve to the Peterborough Police Service.

## **Budget and Financial Implications**

There are no net budget or financial impacts to approving the recommendation. Funding was received from the Province in 3 installments and is currently being held in Reserve.

The Peterborough Police Service has and will continue to incur substantial costs in excess of the \$253,639 related to the legalization of recreational cannabis.

Both Peterborough Public Health and City Departments have incurred some costs to date, however, there is a general acknowledgement that Police Services will incur the majority of the costs.

## Background

As a result of the decision of Council to not “opt out” of allowing cannabis retail stores in Peterborough (Report CLSOCS18-006 Legalization of Cannabis Update dated December 3, 2018), the City was the recipient of funding from the Ministry of Finance to help with the direct implementation costs of recreational cannabis legalization.

At its meeting of January 28, 2019 upon consideration of Report CLSFS19-011 Ontario Cannabis Legalization Implementation Fund, Council resolved that:

- a) That an Ontario Cannabis Legalization Implementation Reserve be created and that the \$185,590 Funding be placed in Reserve; and**
- b) That staff report back to Council in 2019 with a recommendation on the use of these funds.**

This report responds to recommendation b). Ultimately, funding was received in 3 installments and in total amounted to \$253,639.

Examples of the types of expenditures eligible for funding include:

- by-law/policy development (police, public health, workplace safety policy)
- increased enforcement
- increased response to public inquiries
- increased paramedic and fire services

The Peterborough Police Services has and will continue to incur significant costs as a result of the legalization of recreational cannabis. Details as to the type of activities and estimates of costs are provided in Appendix A - Report to the City of Peterborough and include the following:

- Standard field sobriety testing
- Drug recognition expert training
- Bill C-45, Bill C-46 and Provincial Regulation Training (Including Impaired Driver Training)
- Roadside screening equipment and supplies
- Criminal investigations into unlawful cannabis dispensaries
- Lawful dispensary
- RIDE (Reduce Impaired Driving Everywhere) costs



Peterborough Police Service is requesting transfer of the full allocation of monies received by the City as estimated costs for staff training, specialized equipment and staff backfill will far exceed the implementation monies the City has received.

Submitted by,

Richard Freymond  
Commissioner of Corporate and Legislative Services

Contact Name:

Richard Freymond  
Commissioner of Corporate and  
Legislative Services  
Phone: 705-742-7777 Ext. 1863  
Toll Free: 1-855-738-3755  
Fax: 705-876-4607  
E-mail: [rfreymond@peterborough.ca](mailto:rfreymond@peterborough.ca)

Attachment:

Appendix A – Report to the City of Peterborough as prepared by the Peterborough Police Service

# Report to the City of Peterborough

## Reference: Request for Funds From The Cannabis Legalization Implementation Fund

### Ontario Cannabis Legalization Implementation Fund — OCLIF Allocation Table

Municipality	OCLIF First Payment	OCLIF Second Payment	OCLIF Third Payment
<b>Peterborough (City)</b>	\$92,795	\$113,537	\$47,307

Since the Cannabis Act legislation came into effect and Bill C-45 and Bill C-46 were enacted, the Peterborough Police Service has experienced several costs as a result both for training our officers as well as the enforcement requirement. We have received no funding at this time from the federal, provincial or municipal governments.

The costs were not factored into our 2017 budget as it had already been completed by the time we were aware of the pending legislation. In early 2018 and 2019 we had to quickly train officers to prepare them for the changes as well as training more specialists in the areas of SFST (Standard Field Sobriety Testing) and DRE (Drug Recognition Experts). We had to readjust schedules during that period of time as well as pay call out for officers to supplement shifts while the specialty training was going on to maintain the appropriate shift complements to protect the public. There was further training for all officers around case law, academic training on new legislation, new equipment, drug impaired driving and new investigative methods.

Below please note some of the financial implications that the Cannabis Act has imposed on the Peterborough Police Service.

#### Standard Field Sobriety Testing (SFST Officers)

The Standard Field Sobriety Test (SFST) is a psycho-physical coordination test used by officers to reveal clues of the subject driver's level of impairment and forms a key part of the evidence necessary to lay a charge. Police officers are increasingly being trained in the use of SFSTs in an effort to curb impaired driving as a result of alcohol and/or drug use. The course is 5 days and we have to callout an officer, while the SFST officer is being trained, to backfill the shift to minimum shift complement.

We currently have 11 officers trained and will need to train 25 more over the next two years.

- The cost to train 1 officer is **\$750.00**
- The cost for callout to backfill each officer is **\$6,139.00** (x 25)

#### Drug Recognition Expert Training (DRE Officer)

If there is evidence of impairment based on the SFST, the driver must accompany the officer to the Peterborough Police Service for further evaluation of drug influence by an officer trained in the Drug Recognition Expert (DRE) Program. Using a detailed twelve step method, a DRE conducts a diagnostic examination of persons arrested or suspected of drug-impaired driving or similar offenses. Based on the results of the drug evaluation, the DRE forms an expert opinion on impairment, the type of impairment,

and the most likely source. If a DRE is not on duty, then one is brought in on call out to conduct the expert examination, which is an additional cost.

We currently have 4 officers trained and will need a minimum 5 more over the next two years.

- Cost of Training each officer is **\$5,429.55** (per officer)
- Cost of backfill for officers on training **\$18,416.00** (for three weeks)

### **Bill C-45, Bill C-46 and Provincial Regulation Training (Including Impaired Driver Training)**

A training program is necessary for all officers on the implications of bills C-45, C-46 and associated provincial regulations, through a combination of instructor led training and e-learning. Civilian support staff is needed to develop e-learning for all officers for drug detection in drivers, legislative and case law updates, best practices, and annual ongoing updated training course design.

- The cost for this training is **\$7,000.00** (through Canadian Police Knowledge Network (CPKN) for all members to be trained.)
- Supervisor of the Drug Unit – Legislative Training at Infonex Conference - **\$2,363.93**

### **Roadside Screening Equipment and Supplies**

An approved screening device has been identified by the government. The cost is approximately **\$6,000.00** per unit/device and the eventual goal would be to have 5 units for our Service in the near future. These units will have to be maintained, repaired, and replaced at regular intervals and life cycles as well.

Each of the roadside screening tests utilizes a **\$40.00** non-reusable detection cartridge comprised of perishable fluids that expire two years from the date of manufacture. For driver checks, a historical three-year average was developed from RIDE statistics that suggested for each suspension there were 6.4 tests administered. The estimate of future drug impaired driving is a key assumption and at the time of this report we cannot say how many detection cartridges will be needed. The National Highway Traffic Safety Administration's Roadside Studies that found, "...that the presence of THC among drivers has increased, and THC positive driving now exceeds alcohol positive driving." (Source York Regional Police)

- Total cost of equipment would be approximately **\$30,000.00** (5 units). This does not include the **\$40.00** test cartridges necessary for every individual test.

### **Criminal Investigations into Unlawful Cannabis Dispensaries**

It should be noted that our Service is now dealing with illegal dispensaries since the discussion around legalizing cannabis began in the past few years. Provided below are examples of the costs of these investigations:

Our Drug Enforcement Unit is comprised of 4 Detective Constables who prioritize what investigations they will work on. Due to the toll opioids are exacting on our communities, the majority of their investigations have focused on trying to save lives by concentrating on fentanyl dealers. They also have to react to complaints about illegal cannabis dispensaries which also necessitates overtime to complete investigations.

- PB16021105 & PB16022364 (same location days apart reopened) George Street, Peterborough
  - **Cost \$25,550.00** – 3 Search Warrants were conducted, numerous hours of intelligence and surveillance gathering including an undercover operator required to make purchases at the store, follow up was required, the seizure of evidence as well as Health Canada seizure and disposition forms. This does not include court time for officers involved.
- PB19007812 (Peterborough Address) - basement illegal dispensary - received a number of complaints from neighbours as well as Councillors
  - **Cost \$23,750.00** - 1 Search Warrant, extensive time on surveillance, use of ERT team, use of K9 team and multiple arrests. This does not include court costs.

### **Lawful Dispensary**

At the time of this report we do not have a confirmed lawful dispensary in Peterborough but we have been made aware this is only a matter of time. Our understanding is that the municipal police service that the dispensary resides in will be responsible for enforcement. Any complaints regarding the dispensary will come to the police including selling to underage persons, breaching policy/legislation (ie: purchasing supply from other than the Ontario Cannabis Store or other federally approved outlet.)

- **Cost is unknown at this time but there will be a cost.**

### **RIDE (Reduce Impaired Driving Everywhere) Costs**

We currently receive a provincial grant for the RIDE Program (April 1, 2019 - March 31, 2020) in the amount of \$23,590.00, which is enough to cover the average number of RIDE details conducted each year. Since legalization of cannabis we will be completing more RIDE initiatives than normal.

- **Cost \$70.00** per hour (8 hours duration) x 4 officers = **\$2,240.00**

There are several other costs that are not available at the time of this report:

- Drug Impaired Traffic Stops, Seizures and Violations
- Motor Vehicle Collisions (Colorado reported a 7.2 % increase and 11% increase in traffic deaths 1 year after legalization.)
- Injured Persons (Colorado experienced a 29% increase in cannabis related emergency room visits in the year after.)

Please find attached:

- Appendix A: Shows the various Police Services that have confirmed receipt of full or partial funds provided by their municipality. At the time of this report these are the Services that have replied formally.
- Appendix B: York Regional Police Service forecasted budget increase as a result of the Cannabis Act

- Appendix C: Indicates Belleville Police Service's increase in budget revenue as a result of the Cannabis Act.

It should also be noted that with some of these funds we would establish a dedicated beat patrol program on an extra duty basis to help deal with legal and illegal cannabis dispensaries, by-law enforcement, underage cannabis use, second hand smoke (cannabis), public concerns and complaints, and increased visibility in the downtown, particularly in the area of the legal retail outlet that has been proposed in the community.

## Appendix A

Provincial Cannabis Funding			
	Police Service	Municipality	Funding
Timmins Police Service	✓		\$100,000
Guelph Police Service	✓		TBC
St. Thomas Police Service	✓		\$50,000
South Simcoe Police		✓	
Strathroy Caradoc Police Service		✓	
Cornwall Police Service	✓		\$40,000
Sarnia Police Service	✓		\$116,746
Brockville Police Service	✓		\$55,182
Shelburne Police Service		✓	
Kawartha Lakes Police Service	✓		\$84,000
Dryden Police Service	✓		25362
Belleville Police Service	✓		\$131,500
West Grey Police Service	✓		\$21,592
Orangeville Police Service	✓		\$13,881
Barrie Police Service	✓		\$243,240



# **Financial Implications of the Cannabis Act**

November 15, 2017

Jeff Channell, Manager Financial Services

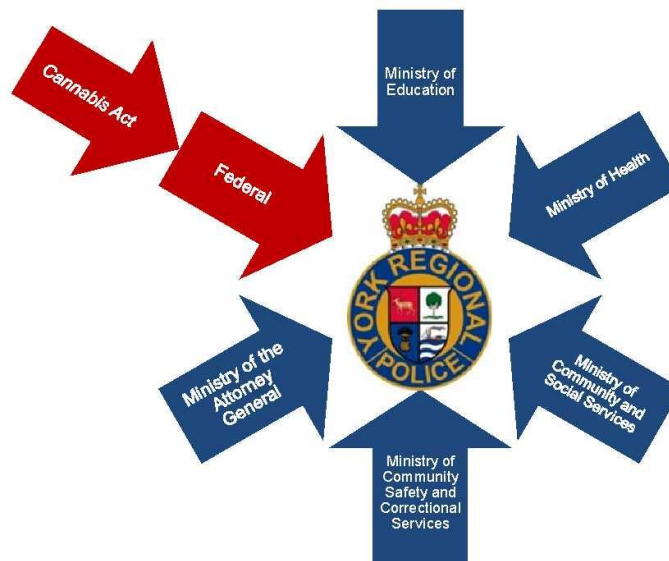


## **Presentation Overview**

- Service Delivery and Funding Challenges
- Experiences of Other Jurisdictions
- Preliminary Findings Overview
  - Known/Mandatory Costs
  - Anticipated/Expected Costs
  - Best Practices Costs
  - Unknown Costs
- Board Resolution on Cannabis Funding



## Service Delivery & Funding Challenges



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## Experiences of Other Jurisdictions

### Research

- The Legalization of Marijuana in Colorado, Rocky Mountain High Intensity Drug Trafficking Area
- Washington State Marijuana Impact Report, Northwest High Intensity Drug Trafficking Area
- Impact of the Legalization and Decriminalization of Marijuana On the DWI System, National Highway Traffic Safety Administration
- Written Brief to the Standing Committee on Health, Canadian Association of Chief's of Police

### Findings

- Increased cannabis consumption and a corresponding increase in demands on police resources for cannabis related enforcement and calls for service
- Increase in the number of Criminal Code and Highway Traffic Act offences associated with cannabis consumption and driving
- Will not eliminate the prevalence of organized crime in the production, distribution and sale of cannabis

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## Preliminary Findings Overview

2% of the Annual Operating Budget

- \$6.9 million per year average or \$20.7 million over three years (2018-2020)
- \$6.2 million in one-time costs (2018-2020)
- \$14.5 million in ongoing costs (2018-2020)
- \$7.8 million in annual ongoing costs per year after 2020
- Time to sufficiently train Officers will not meet the July 1, 2018 legalization date
- Preliminary estimates with ongoing information changes

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## Known and Mandatory Costs

(In 000's)	2018	2019	2020
Standard Field Sobriety Test Training	\$1,595	\$1,913	\$293
Drug Recognition Expert Training	\$110	\$243	\$51
Bill C-45/C-46 and Provincial Regulation Training	\$843	\$43	\$44
Coordinator, Impaired Driving Training and Equipment	\$129	\$124	\$124
Roadside Screening Equipment and Supplies	\$978	\$366	\$366
<b>Total Known &amp; Mandatory Costs</b>	<b>\$3,654</b>	<b>\$2,689</b>	<b>\$878</b>

- \$7.2 million (2018-2020) or 34.9% of overall Cannabis Act costs.

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## Anticipated and Expected Costs

(In 000's)	2018	2019	2020
Drug Impaired Traffic Stops, Seizures and Violations	\$371	\$756	\$771
Motor Vehicle Collisions	\$181	\$362	\$362
Injured Persons	\$7	\$14	\$14
Thefts, Suicide, Break and Enter, Complaints, Robberies and Mischief	\$76	\$154	\$158
Criminal Investigations	\$76	\$154	\$157
Ride Spot-Checks	\$57	\$58	\$59
IT and Information Management Support	\$52	\$0	\$0
Provision for Drug Recognition Expert Premium	\$3	\$9	\$10
<b>Total Anticipated and Expected Costs</b>	<b>\$822</b>	<b>\$1,508</b>	<b>\$1,532</b>

- \$3.9 million (2018-2020) or 18.7% of overall Cannabis Act costs.

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## Best Practices Costs

(In 000's)	2018	2019	2020
Front-line Sector Model Policing	\$0	\$0	\$2,534
Illicit-market Disruption Team	\$986	\$1,006	\$1,026
Road Safety Enforcement	\$0	\$1,032	\$1,053
Patrol Supervision	\$0	\$0	\$386
Fleet and Equipment	\$16	\$0	\$1,056
Analytic Support	\$121	\$124	\$126
Business Intelligence Dashboard	\$42	\$0	\$0
Youth Education and Prevention in Schools	\$36	\$17	\$17
Blood Draw Processing	\$5	\$10	\$10
<b>Total Best Practices Costs</b>	<b>\$1,207</b>	<b>\$2,188</b>	<b>\$6,207</b>

- \$9.6 million (2018-2020) or 46.4% of overall Cannabis Act costs.

8



## Unknown Costs

- Return of property
- Overtime costs of additional training
- Court operations and administration

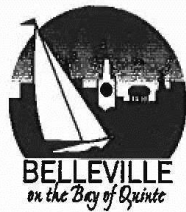
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## Amended Board Resolution

1. The Board calls on the Government of Canada and the Government of Ontario to provide funding to the Board, in the amount of \$5.7 million for 2018, \$6.4 million for 2019 and \$8.6 million for 2020 to offset the additional expenses that York Regional Police will incur as a result of the enactment of the Cannabis Act, the Criminal Code amendments and the Ontario Cannabis Act, 2017.
2. The Board calls on the Government of Canada and the Government of Ontario to establish a stable funding program for cannabis related law enforcement and to provide sufficient funding to the Board, on an ongoing basis and a rate of approximately two per cent of the York Regional Police operating budget, per annum.
3. The Board calls on the Regional Municipality of York to adopt and endorse this resolution and for the Regional Municipality of York to call upon the Government of Canada and the Government of Ontario to provide the Board with stable and sufficient funding for cannabis related law enforcement as aforesaid.

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*City of Belleville*  
**MEMORANDUM**

**TO:** Jack Miller, Chair  
Police Services Board

**FROM:** Matt MacDonald  
Director of Corporate Services/City Clerk

**DATE:** April 11, 2019

**RE:** **Belleville Police Services Board – Total Budget  
Budget Issues Summary  
8.a.14, Belleville City Council Meeting, April 2, 2019**

This is to advise you that at the Council Meeting of April 2, 2019, the following resolution was approved.

"THAT Council approve an increase to the Belleville Police Services revenue from the Ontario Cannabis Legalization Implementation Fund (OCLIF) by \$131,500."

The total budget as approved by Council for 2019 (Capital and Operating) is \$18, 423,400. Capital Budget was approved at \$682, 100; Operating Budget was approved at \$17, 741, 300.

I trust this is sufficient.

  
\_\_\_\_\_  
Matt MacDonald  
Director of Corporate Services/ City Clerk

MMacD/nh



## Peterborough Police Service Cannabis-Related Costs

### Enforcement Training Needs

All officers require one day of Cannabis Act C-45 and Impaired -Driving Legislation C-46 training - totaling **1,680 (140 x 12 hours provided here, please let me know if this should be changed)** hours out in the field

Up to 50 percent of front line officers will require four/five days of Standard Field Sobriety Testing (SFST)

**Five Officers needed as Drug Recognition Experts**

Three-weeks of training - only available in the US

<b>Known and Mandatory Costs</b>	2019	2020	2021
Standard Field Sobriety Test Training	\$21,230	\$82,668	\$89,557
Drug Recognition Expert Training	\$44,874	\$47,691	\$71,537
Bill C-45/C-46 and Provincial Regulation Training		\$9,364	
Coordinator, Impaired Driving Training and Training	\$2,364		
Roadside Screening Equipment and Supplies		\$30,000	
<b>Total Known &amp; Mandatory Costs</b>	<b>\$68,468</b>	<b>\$169,723</b>	<b>\$161,094</b>

<b>Anticipated and Expected Costs</b>	2019	2020	2021
Court Costs for Attendance	\$4,800	\$4,800	\$4,800
Drug Impaired Traffic Stops, Seizures and Violations *** TBD			
Motor Vehicle Collisions *** TBD			
Injured Persons ***TBD			
Thefts, Suicide, Break and Enter, Complaints, Robberies and Mischief *** TBD			
Criminal Investigations	\$49,300	\$49,300	\$49,300
Ride Spot-Checks		\$5,760	\$5,760
IT and Information Management Support ***TBD			
Provision for Drug Recognition Expert Premium ***TBD			
<b>Total Anticipated and Expected Costs</b>	<b>\$54,100</b>	<b>\$59,860</b>	<b>\$59,860</b>

<b>Best Practices Costs</b>	2019	2020	2021
Front-line Sector Model Policing			\$211,167
Illicit-market Disruption Team			\$72,750
Road Safety Enforcement			\$87,667
Patrol Supervision			\$32,167
Fleet and Equipment			\$88,000
Analytic Support			\$10,500
Business Intelligent Dashboard			\$0
Youth Education and Prevention in School			\$1,417
Blood Draw Processing			\$833
<b>Total Best Practices Costs</b>	<b>\$0</b>	<b>\$0</b>	<b>\$504,500</b>



7<sup>th</sup> Floor, Frost Building South  
7 Queen's Park Crescent  
Toronto ON M7A 1Y7  
Telephone: 416-314-6331

7<sup>e</sup> étage, Édifice Frost Sud  
7 Queen's Park Crescent  
Toronto ON M7A 1Y7  
Téléphone: 416-314-6331

November 20, 2018

Dear Head of Council (elect):

Recently, Ontario's Government for the People moved to a new cannabis retail model to meet our key priorities of combatting the illegal market and keeping our children and communities safe.

Today, the Province is beginning the fulfillment of its commitment to provide \$40 million in funding over two years to municipalities to help with the implementation costs of recreational cannabis legalization.

The Ontario Cannabis Legalization Implementation Fund (OCLIF) will be distributed as follows:

- In early January, the first payment of \$15 million will be made to all municipalities on a per household basis, adjusted so that at least \$5,000 is provided to each municipality. This will enable all municipalities to proceed with their planned legalization activities.
- A second payment of \$15 million will then be distributed following the deadline for municipalities to opt-out under the *Cannabis Licence Act*, which is January 22, 2019.
  - Municipalities that have not opted-out as of January 22, 2019 will receive funding on a per household basis, adjusted so that at least \$5,000 is provided to each municipality. This funding will support initial costs related to hosting retail storefronts.
  - Municipalities that have opted-out will receive only a second \$5,000 each.
- The Province is setting aside \$10 million of the municipal funding to address costs from unforeseen circumstances related to the legalization of recreational cannabis, and priority will be given to municipalities that have not opted-out. Further details will be provided at a later date.

.../cont'd

- Finally, if Ontario's portion of the federal excise duty on recreational cannabis over the first two years of legalization exceeds \$100 million, the Province will provide 50 per cent of the surplus only to municipalities that have not opted-out as of January 22, 2019.

Our government is committed to respecting taxpayers and their hard-earned money. We believe municipalities have an obligation to do likewise.

As such, municipalities must use this funding to address the costs that directly relate to the legalization of recreational cannabis. Examples of permitted costs include:

- increased enforcement (e.g. police, public health and by-law enforcement, court administration, litigation);
- increased response to public inquiries (e.g. 311 calls, correspondence);
- increased paramedic services;
- increased fire services; and
- by-law / policy development (e.g. police, public health, workplace safety policy).

Lower-tier and upper-tier municipalities will receive a 50/50 split of the allocation. The household numbers will be split between the upper- and lower-tier, and the allocation calculated accordingly. Decisions to adjust the split in allocation and transfer funding can be made at the local level as needed. Upper-tier municipalities will receive funding in relation to opt-out decisions made by the lower-tier municipality.

The Deputy Minister of Finance will write to your Treasurer with further details on the administration of this funding and attach each municipality's specific allocation notice.

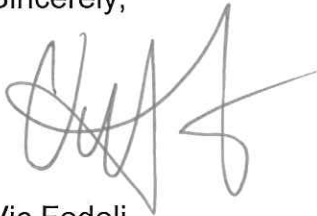
To assess the impact of the funding, the Association of Municipalities of Ontario and the City of Toronto have been asked to work with the Ministry of Finance to establish a process by which a sample group of municipalities can assess the use and impact of these funds. More information on this process will be provided at a later date.

Our government is committed to building a retail system for cannabis sales that will help eliminate the illegal market and is safe and reliable with rules that keep cannabis out of the hands of children and youth, while keeping our roads safe. Complementary to this municipal funding, the Province continues to do the following:

- Increase the capacity of law enforcement to help detect drug impaired driving through training. The Province has also created a specialized legal team to support drug impaired driving prosecutions, increased capacity at the province's Centre of Forensic Sciences, and has created a Cannabis Intelligence Coordination Centre.
- Support local boards of health (public health units) by providing a suite of tools and resources for enforcement of the *Smoke-Free Ontario Act, 2017*, which includes rules for smoking and vaping of cannabis.
- Conduct an integrated public awareness campaign to communicate the rules and regulations for recreational cannabis and educate Ontarians about the health and safety measures in place to protect them.

We appreciate the efforts of municipalities in the implementation of the federal government's legalization of cannabis and look forward to continuing to work together.

Sincerely,



Vic Fedeli  
Minister of Finance

c: The Honourable Caroline Mulroney, Attorney General  
The Honourable Steve Clark, Minister of Municipal Affairs and Housing  
Paul Boniferno, Deputy Attorney General  
Greg Orencsak, Deputy Minister of Finance  
Laurie LeBlanc, Deputy Minister of Municipal Affairs and Housing  
Renu Kulendran, Ontario Legalization of Cannabis Secretariat, Ministry of Attorney General  
Nicole Stewart, Executive Lead, Cannabis Retail Implementation Project, Ministry of Finance  
Kate Manson-Smith, Assistant Deputy Minister, Local Government and Planning Policy Division, Ministry of Municipal Affairs and Housing  
Dan Miles, Chief of Staff



**Ontario Cannabis Legalization Implementation Fund**  
**2018-19 First Payment - Allocation Notice**



**Township of Cavan Monaghan**  
**County of Peterborough**

1509

The Ontario Cannabis Legalization Implementation Fund (OCLIF) is provided to municipalities to help with the implementation costs of recreational cannabis legalization.

<b>Funding Allocation</b>	<b>\$5,000</b>
<b>A Funding Amount based on Number of Households (<math>A1 \times A2 \div 100</math>)</b>	<b>\$4,347</b>
1. Number of Households	3,409
2. Funding Amount per 100 Households	\$127.50
<b>B Minimum Municipal Funding Allocation</b>	<b>\$5,000</b>
<b>C Funding Allocation (maximum of A and B)</b>	<b>\$5,000</b>

**Notes and Data Sources**

A - funding amount is rounded up to the nearest dollar.

A1 - household figures are based on the 2018 returned roll provided by the Municipal Property Assessment Corporation (MPAC).

A2 - represents the funding amount per 100 households for lower-tier municipalities.

B - represents the minimum funding allocation to municipalities.

# Ontario Cannabis Legalization Implementation Fund

## 2018-19 Second Payment - Allocation Notice



**Township of Cavan Monaghan**  
**County of Peterborough**

1509

The Ontario Cannabis Legalization Implementation Fund (OCLIF) is provided to municipalities to help with the implementation costs of recreational cannabis legalization.

<b>Funding Allocation</b>	<b>\$5,319</b>
---------------------------	----------------

<b>A Funding Amount based on Number of Households (<math>A1 \times A2 \div 100</math>)</b>	<b>\$5,319</b>
--	----------------

1. Number of Households	3,409
2. Funding Amount per 100 Households	\$156

### Notes and Data Sources

A - funding amount is rounded up to the nearest dollar.

A1 - household figures are based on the 2018 returned roll provided by the Municipal Property Assessment Corporation (MPAC).

A2 - represents the funding amount per 100 households for lower-tier municipalities.

**Ontario Cannabis Legalization Implementation Fund**  
**Third Payment - Allocation Notice (2019-20)**



**Township of Cavan Monaghan**  
**County of Peterborough**

1509

The Ontario Cannabis Legalization Implementation Fund (OCLIF) is provided to municipalities to help with the implementation costs of recreational cannabis legalization.

<b>Funding Allocation</b>	<b>\$5,000</b>
<b>A Funding Amount based on Number of Households (<math>A1 \times A2 \div 100</math>)</b>	<b>\$2,216</b>
1. Number of Households	3,409
2. Funding Amount per 100 Households	\$65
<b>B Minimum Municipal Funding Allocation</b>	<b>\$5,000</b>
<b>C Funding Allocation (maximum of A and B)</b>	<b>\$5,000</b>

**Notes and Data Sources**

A - funding amount is rounded up to the nearest dollar.

A1 - household figures are based on the 2018 returned roll provided by the Municipal Property Assessment Corporation (MPAC).

A2 - represents the funding amount per 100 households for lower-tier municipalities.

B - represents the minimum funding allocation to municipalities.



## Regular Council Meeting

<b>To:</b>	Mayor and Council
<b>Date:</b>	March 30, 2015
<b>From:</b>	Elana Arthurs, Clerk and Kimberley Pope, Director of Finance
<b>Report Number:</b>	Corporate Services/Finance 2015-09
<b>Subject:</b>	Survey Results on Policing Services for the Township of Cavan Monaghan

### Recommendations:

1. That Council receive Report – Corporate Services/Finance 2015-09 Survey Results on Policing Services for the Township of Cavan Monaghan for information, and;
2. That Council provide further direction to staff on how to proceed with a municipal policing contract in the Township of Cavan Monaghan by selecting one of the following options:
  - **Option A** – Direct staff to bring back a by-law and contract with the Ministry of Community Safety and Correctional Services with policing services provided by the OPP under Section 10 of the Police Services Act for a term of three (3) to six (6) years.
  - **Option B** – Continue with services being provided by the OPP with no contract under Section 5.1 (1) of the Police Services Act without a specified time limit.
  - **Option C** – Direct staff to bring back a by-law and contract with the City of Peterborough pursuant to Section 6.1 (1) of the Police Services Act with policing services provided by the Peterborough Police Service for a five (5) year term.

---

### Overview:

At the Regular Council meeting of March 2, 2015 staff was directed to proceed with the media campaign and public consultation process and prepare a report for Council for the March 30, 2015 Regular Council Meeting.

Staff prepared and distributed a Media Release immediately following the Council meeting which is attached to this report. In addition the surveys were made available

on the website with all of the related staff reports and associated materials for the public to review. Hard copy surveys, staff reports and associated materials were made available at the Municipal Office, both Cavan Monaghan Library locations and the Community Centre.

A total of fourteen (14) submissions were received; eleven (11) surveys were received that included questions directed to one or both service options, one (1) survey did not submit a question, although did provide comments and two (2) surveys were received with no question, but a check mark in the area where they were asked to select which service the question was to be addressed to. Each survey is followed by the response from the Peterborough Police Service and the Ontario Provincial Police (OPP) if requested.

As you review the questions and answers please note the following;

- Surveys numbered 3 and 4 did not have a question to be answered and therefore no responses are attached.
- Surveys 5 through 9 were from the same individual, the Peterborough Police Service responded in a single letter and the OPP responded to each survey in separate letters.
- Surveys 12 and 13 were questions directed only to the Peterborough Police Service.
- Survey 14 included comments but no question directed to either service.

Five (5) were submitted electronically and six (6) were submitted in a hard copy format through either the Municipal Office or from one of the Cavan Monaghan Library locations.

Included in this report are all of the survey submissions and the corresponding answers as provided by either, the Peterborough Police Service, the OPP or both. Personal information from those submitting the questions has been removed.

Currently our contract with the OPP is in place until June 30, 2015. Council will be required to provide direction to staff and select one of the following options on how to proceed beyond that date;

**Option A** – Enter into a contract with the Ministry of Community Safety and Correctional Services with policing services provided by the OPP under Section 10 of the Police Services Act for a term of three (3) to six (6) years.

**Option B** – Continue with services being provided by the OPP with no contract under Section 5.1 (1) of the Police Services Act without a specified time limit.

**Option C** – Enter into a contract with the City of Peterborough pursuant to Section 6.1 (1) of the Police Services Act with policing services provided by the Peterborough Police Service for a five (5) year term.

Attached is the Police Services Act for your reference.

## Financial Impact:

The 2015 OPP billing calculated cost (before phase-in adjustment) was provided as \$1,137,754 annually, to be phased in over three years and realized by 2017. This does not include an annual policing credit which previously provided a credit of approximately 5% annually. Therefore, the estimated OPP three year calculated cost (2015 - 2017) including an annual 3% increase in both 2016 and 2017 would equal \$3,754,618.

The 2015 Peterborough Police Service proposes a contract total of \$1,169,440 for the first year. There are three components in the proposed contract that may incur additional billing, as indicated on Corporate Service/Finance Report 2015-07, which are;

- Overtime of \$40,000 included in the contract however, Peterborough will reconcile to actual overtime costs at year end (could increase or decrease);
- Liability Insurance estimated as \$8,000 per year based on the Insurance Broker, however the cost may be slightly different;
- Annual policing increases will be based on negotiations with staff for salaries and inflationary factors for other expenses. (Salaries for 2010-2014 average were increases of 3%-3.25% per year).

Therefore the estimated Peterborough Police Service three year proposal (2015 - 2017) including an annual 3% increase in both 2016 and 2017 would equal \$3,614,622.

In comparison, the three year proposal from the O.P.P. billing calculated cost and the Peterborough Police Service's estimates, including 3% annual increase, are as follows;

	<b><u>O.P.P.</u></b>	<b><u>Peterborough</u></b>
2015	\$1,302,880	\$1,169,440
2016	\$1,279,851	\$1,204,523
2017	\$1,171,887	\$1,240,659

Staff continues to investigate costs associated with Emergency 911 services to ensure additional expenses, if applicable, can be identified.

## Attachments:

1. Press Release – Municipal Policing
2. Police Services Act R.S.O. 1990, Chapter P. 15
3. All Survey Submissions and Corresponding Responses
4. Report – Corporate Services 2013-18 OPP Amending Agreement  
Report – Corporate Services 2013-20 Cavan Monaghan Policing  
Report – Corporate Services 2014-14 New OPP Billing Model  
Report – Corporate Services/Finance 2014-15 Policing Services for the Township of Cavan Monaghan  
Report – Corporate Services/Finance 2014-22 2015 Municipal Policing Billing Statement – OPP  
Report – Corporate Services 2015-01 Ontario Provincial Police (OPP) Contract Options  
Report – Corporate Services/Finance 2015-07 Policing Services for the Township of Cavan Monaghan

5. Draft Contract between The Corporation of the Township of Cavan Monaghan and The Corporation of the City of Peterborough and The Peterborough Police Services Board
6. Ontario Provincial Police - Municipal Policing Presentation
7. Peterborough Police Service – Township of Cavan Monaghan Request for Policing Proposal

Respectfully submitted by,

Reviewed by,

Elana Arthurs  
Clerk

Yvette Hurley  
Chief Administrative Officer

Kimberley Pope  
Director of Finance/Treasurer



**March 2, 2015**

**For Immediate Release**

## **The Township of Cavan Monaghan Municipal Policing Survey**

The Township of Cavan Monaghan is under contract with the Ministry of Community Safety and Correctional Services for policing services to be provided by the Ontario Provincial Police (OPP). Staff and Council have been investigating other options, specifically with the Peterborough Police Service to determine if they offer police services at a reduced cost to the Township. Various Staff Reports have been provided to Council to keep them updated as the information becomes available. These Staff Reports can be found through a single link on the Township website.

Council would like to hear from you with any questions that you may have. We have created a Municipal Policing Survey that will provide an opportunity for you to ask any questions you may have with regard to the two (2) policing services.

Surveys are available electronically on our website and in hard copy at the Millbrook Branch Library, the Bruce Johnston Library, Cavan Monaghan Community Centre and at the Municipal Office. Staff will be providing a report to Council at the March 30, 2015 meeting with the questions received through the survey and associated answers.

Have your say today! Questions must be submitted no later than Monday, March 16, 2015!

**-30-**

**For more information please contact  
Elana Arthurs, Clerk  
705-932-2929**





ServiceOntario

e-Laws

[Français](#)

## Police Services Act

R.S.O. 1990, CHAPTER P.15

**Consolidation Period:** From December 11, 2014 to the [e-Laws currency date](#).

Last amendment: 2014, c. 15, Sched. 2.

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**Declaration of principles**

[1.](#) Police services shall be provided throughout Ontario in accordance with the following principles:

1. The need to ensure the safety and security of all persons and property in Ontario.
2. The importance of safeguarding the fundamental rights guaranteed by the *Canadian Charter of Rights and Freedoms* and the *Human Rights Code*.
3. The need for co-operation between the providers of police services and the communities they serve.
4. The importance of respect for victims of crime and understanding of their needs.
5. The need for sensitivity to the pluralistic, multiracial and multicultural character of Ontario society.
6. The need to ensure that police forces are representative of the communities they serve. R.S.O. 1990, c. P.15, s. 1.

**Definitions**

[2.](#) [\(1\)](#) In this Act,

“appointing official” has the same meaning as in the *Interprovincial Policing Act, 2009*; (“agent de nomination”)

“association” means an association whose members belong to one police force and whose objects include the improvement of their working conditions and remuneration; (“association”)

“board” means a municipal police services board; (“commission de police”)

“chief of police” means a municipal chief of police or the Commissioner of the Ontario Provincial Police and includes an acting chief of police; (“chef de police”)

“Commission” means the Ontario Civilian Police Commission; (“Commission”)

“Commissioner” means the Commissioner of the Ontario Provincial Police;  
 (“commissaire”)

“extra-provincial commander” has the same meaning as in the *Interprovincial Policing Act, 2009*; (“commandant extraprovincial”)

“Independent Police Review Director” means the person appointed under subsection 26.1 (1); (“directeur indépendant d’examen de la police”)

“local commander” has the same meaning as in the *Interprovincial Policing Act, 2009*; (“commandant local”)

“member of a police force” means an employee of the police force or a person who is appointed as a police officer under the *Interprovincial Policing Act, 2009*; (“membre d’un corps de police”)

“police force” means the Ontario Provincial Police or a municipal police force; (“corps de police”)

“police officer” means a chief of police or any other police officer, including a person who is appointed as a police officer under the *Interprovincial Policing Act, 2009*, but does not include a special constable, a First Nations Constable, a municipal law enforcement officer or an auxiliary member of a police force; (“agent de police”)

“prescribed” means prescribed by the regulations; (“prescrit”)

“regulations” means the regulations made under this Act; (“règlements”)

“spouse” means,

(a) a spouse as defined in section 1 of the *Family Law Act*, or

(b) either of two persons who live together in a conjugal relationship outside marriage. (“conjoint”) R.S.O. 1990, c. P.15, s. 2; 1997, c. 8, s. 1; 1999, c. 6, s. 55 (1); 2002, c. 17, Sched. F, Table; 2002, c. 18, Sched. N, s. 58; 2005, c. 5, s. 58 (1, 2); 2007, c. 5, s. 1; 2009, c. 18, Sched. 23, s. 14; 2009, c. 30, s. 43 (1, 2).

**Officer appointed under the *Interprovincial Policing Act, 2009* deemed to be a member of a specific police force**

(2) For the purposes of sections 49 and 132 to 134 of this Act, section 25.1 of the *Criminal Code* (Canada) and any designation of a police force made by the Solicitor General under section 2 of the *Controlled Drugs and Substances Act (Police Enforcement) Regulations* (Canada), a person appointed as a police officer under the *Interprovincial Policing Act, 2009* is deemed to be,

(a) a member of the Ontario Provincial Police;

(b) if he or she was appointed by a member of a municipal police force, a member of that municipal police force; or

(c) if he or she was appointed by a member of a board, a member of the municipal police force for which the board is responsible. 2009, c. 30, s. 43 (3).

## **PART I RESPONSIBILITY FOR POLICE SERVICES**

### **SOLICITOR GENERAL**

#### **Administration of Act**

3. (1) Repealed: 2007, c. 5, s. 2.

#### **Duties and powers of Solicitor General**

(2) The Solicitor General shall,

- (a) monitor police forces to ensure that adequate and effective police services are provided at the municipal and provincial levels;
- (b) monitor boards and police forces to ensure that they comply with prescribed standards of service;
- (c) Repealed: 1995, c. 4, s. 4 (1).
- (d) develop and promote programs to enhance professional police practices, standards and training;
- (e) conduct a system of inspection and review of police forces across Ontario;
- (f) assist in the co-ordination of police services;
- (g) consult with and advise boards, community policing advisory committees, municipal chiefs of police, employers of special constables and associations on matters relating to police and police services;
- (h) develop, maintain and manage programs and statistical records and conduct research studies in respect of police services and related matters;
- (i) provide to boards, community policing advisory committees and municipal chiefs of police information and advice respecting the management and operation of police forces, techniques in handling special problems and other information calculated to assist;
- (j) issue directives and guidelines respecting policy matters;
- (k) develop and promote programs for community-oriented police services;
- (l) operate the Ontario Police College. R.S.O. 1990, c. P.15, s. 3 (2); 1995, c. 4, s. 4 (1); 1997, c. 8, s. 2 (2, 3).

#### **Ontario Police College continued**

(3) The police college known as the Ontario Police College for the training of members of police forces is continued. R.S.O. 1990, c. P.15, s. 3 (3).

### **MUNICIPALITIES**

#### **Police services in municipalities**

4. (1) Every municipality to which this subsection applies shall provide adequate and effective police services in accordance with its needs. 1997, c. 8, s. 3.

#### **Core police services**

(2) Adequate and effective police services must include, at a minimum, all of the following police services:

1. Crime prevention.
2. Law enforcement.
3. Assistance to victims of crime.
4. Public order maintenance.
5. Emergency response. 1997, c. 8, s. 3.

### **Infrastructure for police services**

(3) In providing adequate and effective police services, a municipality shall be responsible for providing all the infrastructure and administration necessary for providing such services, including vehicles, boats, equipment, communication devices, buildings and supplies. 1997, c. 8, s. 3.

### **Application**

- (4) Subsection (1) applies to,
- (a) single-tier municipalities;
  - (b) lower-tier municipalities in the County of Oxford and in counties; and
  - (c) regional municipalities, other than the County of Oxford. 2002, c. 17, Sched. F, Table.
- (5) Repealed: 2002, c. 17, Sched. F, Table.

### **Exception**

(6) Despite subsection (4), the councils of the County of Oxford and of all the lower-tier municipalities within the County of Oxford may agree to have subsection (1) apply to the County of Oxford and not to the lower-tier municipalities but, having made such agreement, the councils cannot thereafter revoke it. 2002, c. 17, Sched. F, Table.

### **Methods of providing municipal police services**

5. (1) A municipality's responsibility to provide police services shall be discharged in one of the following ways:

1. The council may establish a police force, the members of which shall be appointed by the board under clause 31 (1) (a).
2. The council may enter into an agreement under section 33 with one or more other councils to constitute a joint board and the joint board may appoint the members of a police force under clause 31 (1) (a).
3. The council may enter into an agreement under section 6 with one or more other councils to amalgamate their police forces.
4. The council may enter into an agreement under section 6.1 with the council of another municipality to have its police services provided by the board of the other municipality, on the conditions set out in the agreement, if the municipality that is to receive the police services is contiguous to the municipality that is to provide the



police services or is contiguous to any other municipality that receives police services from the same municipality.

5. The council may enter into an agreement under section 10, alone or jointly with one or more other councils, to have police services provided by the Ontario Provincial Police.
6. With the Commission's approval, the council may adopt a different method of providing police services. 1997, c. 8, s. 4.

#### **Same – different methods in one municipality**

[\(2\)](#) Subject to subsection (3), a municipality's responsibility to provide police services may be discharged in one way set out in subsection (1) in one discrete area of the municipality and in another way or ways set out in subsection (1) in other discrete areas of the municipality if,

- (a) the municipality consists of two or more widely dispersed communities or contains, within its boundaries, one or more communities that are remote from the rest of the municipality; or
- (b) police services have historically been provided to one or more discrete areas of the municipality in a way that is different from the way police services are provided in the rest of the municipality. 2001, c. 11, s. 1.

#### **One board or joint board**

[\(3\)](#) All the police services provided in one municipality, except police services provided in a way described in paragraph 3 or 4 of subsection (1) or police services provided in the municipality by the Ontario Provincial Police under section 5.1, must be provided under one board or joint board. 2002, c. 18, Sched. N, s. 59.

#### **If municipality fails to provide police services**

[5.1 \(1\)](#) If a municipality does not provide police services by one of the ways set out in section 5, the Ontario Provincial Police shall provide police services to the municipality.

#### **Municipality to pay for O.P.P. services**

[\(2\)](#) A municipality that is provided police services by the Ontario Provincial Police under subsection (1) shall pay the Minister of Finance for the services, in the amount and the manner provided by the regulations.

#### **Same**

[\(3\)](#) The amount owed by a municipality for the police services provided by the Ontario Provincial Police, if not collected by other means, may be deducted from any grant payable to the municipality out of provincial funds or may be recovered by a court action, with costs, as a debt due to Her Majesty.

#### **Community policing advisory committee**

[\(4\)](#) One or more municipalities served by the same Ontario Provincial Police detachment that provides police services under this section may establish a community policing advisory committee.

#### **Composition**



(5) If a community policing advisory committee is established, it shall be composed of one delegate for each municipality that is served by the same Ontario Provincial Police detachment and that chooses to send a delegate.

### **Functions**

(6) A community policing advisory committee shall advise the detachment commander of the Ontario Provincial Police detachment assigned to the municipality or municipalities, or his or her designate, with respect to objectives and priorities for police services in the municipality or municipalities.

### **Term of office**

(7) The term of office for a delegate to a community policing advisory committee shall be as set out by the council in his or her appointment, but shall not exceed the term of office of the council that appointed the delegate.

### **Same, and reappointment**

(8) A delegate to a community policing advisory committee may continue to sit after the expiry of the term of office of the council that appointed him or her until the appointment of his or her successor, and is eligible for reappointment.

### **Protection from liability**

(9) No action or other proceeding for damages shall be instituted against a community policing advisory committee or a delegate to a community policing advisory committee for any act done in good faith in the execution or intended execution of a duty or for any alleged neglect or default in the execution in good faith of a duty. 1997, c. 8, s. 5.

### **Amalgamation of police forces**

6. (1) Despite any other Act, the councils of two or more municipalities that have police forces may enter into an agreement to amalgamate them. R.S.O. 1990, c. P.15, s. 6 (1); 1997, c. 8, s. 6 (1).

### **Contents of amalgamation agreement**

(2) The agreement shall deal with,

- (a) the establishment and, subject to section 33, the composition of a joint board for the amalgamated police force;
- (b) the amalgamation of the police forces and the appointment or transfer of their members;
- (c) the joint board's use of the assets and its responsibility for the liabilities associated with the police forces;
- (d) the budgeting of the cost for the operation of the amalgamated police force;
- (e) any other matter that is necessary or advisable to effect the amalgamation. R.S.O. 1990, c. P.15, s. 6 (2); 1997, c. 8, s. 6 (2, 3).

### **Commission's approval**

(3) The agreement does not take effect until the Commission has approved the organization of the amalgamated police force. R.S.O. 1990, c. P.15, s. 6 (3).

### **Exception, board appointments**

(4) Appointments to a joint board for an amalgamated police force may be made before the agreement takes effect. R.S.O. 1990, c. P.15, s. 6 (4); 1997, c. 8, s. 6 (4).

### **Municipal agreements for providing police services**

6.1 (1) The councils of two municipalities may enter into an agreement for the provision of police services for one municipality by the board of the other municipality, on the conditions set out in the agreement, if the municipality that is to receive the police services is contiguous to the municipality that is to provide the police services or is contiguous to any other municipality that receives police services from the same municipality.

### **Advisors to board**

(2) The council of a municipality that receives police services pursuant to an agreement made under subsection (1) may select a person to advise the other municipality's board with respect to objectives and priorities for police services in the municipality that receives the police services.

### **Term of office**

(3) The term of office for a person selected to advise another municipality's board shall be as set by the council when the person is selected, but shall not exceed the term of office of the council that selected him or her.

### **Same and reappointment**

(4) A person selected to advise another municipality's board may continue to sit after the expiry of the term of office of the council that selected him or her until the selection of his or her successor, and is eligible for reappointment.

### **Protection from liability**

(5) No action or other proceeding for damages shall be instituted against a person selected to advise another municipality's board for any act done in good faith in the execution or intended execution of a duty or for any alleged neglect or default in the execution in good faith of a duty. 1997, c. 8, s. 7.

### **Municipal agreements for sharing police services**

7. (1) Two or more boards may agree that one board will provide some police services to the other or others, on the conditions set out in the agreement.

### **Limitation**

(2) Two or more boards may not agree under subsection (1) that the police force of one board will provide the other board or boards with all the police services that a municipality is required to provide under section 4.

### **Municipal agreements with O.P.P.**

(3) The board of a municipality may agree with the Commissioner or with the local detachment commander of the Ontario Provincial Police that the Ontario Provincial Police will provide some police services to the municipality, on the conditions set out in the agreement, and subsections 10 (7) and (8) apply to the agreement. 1997, c. 8, s. 8.

### **Additional municipal police forces**

8. (1) A municipality to which subsection 4 (1) (obligation to provide police services) does not apply may, with the Commission's approval, establish and maintain a police force.

**Transition**

(2) An approval given or deemed to have been given under section 19 of the *Police Act*, being chapter 381 of the Revised Statutes of Ontario, 1980, in respect of a police force that was being maintained on the 30th day of December, 1990, shall be deemed to have been given under this section.

**Revocation**

(3) The Commission may revoke an approval given or deemed to have been given under this section. R.S.O. 1990, c. P.15, s. 8.

**Police services absent or inadequate, O.P.P. assistance**

9. (1) If the Commission finds that a municipality to which subsection 4 (1) applies is not providing police services, it may request that the Commissioner have the Ontario Provincial Police give assistance.

**Inadequate police services**

(2) If the Commission finds that a municipal police force is not providing adequate and effective police services or is not complying with this Act or the regulations, it may communicate that finding to the board of the municipality and direct the board to take the measures that the Commission considers necessary.

**Idem**

(3) If the board does not comply with the direction, the Commission may request that the Commissioner have the Ontario Provincial Police give assistance.

**Crown Attorney's request**

(4) In any area for which a municipality is required to provide police services, the Crown Attorney may request that the Commissioner have the Ontario Provincial Police give assistance.

**Board's request**

(5) A board may, by resolution, request that the Commissioner have the Ontario Provincial Police give assistance.

**Request of chief of police in emergency**

(6) A municipal chief of police who is of the opinion that an emergency exists in the municipality may request that the Commissioner have the Ontario Provincial Police give assistance.

**Chief of police to advise board**

(7) A chief of police who makes a request under subsection (6) shall advise the chair of the board of the fact as soon as possible. R.S.O. 1990, c. P.15, s. 9 (1-7).

**Assistance of O.P.P.**

(8) When a request is made under this section, the Commissioner shall have the Ontario Provincial Police give such temporary or emergency assistance as he or she considers necessary and shall have the Ontario Provincial Police stop giving temporary or emergency assistance when he or she considers it appropriate to do so. 1997, c. 8, s. 9 (1).

**Cost of services**

(9) The Commissioner shall certify the cost of the services provided under this section by the Ontario Provincial Police and, unless the Solicitor General directs otherwise, the municipality shall pay that amount to the Minister of Finance. R.S.O. 1990, c. P.15, s. 9 (9); 1997, c. 8, s. 9 (2).

#### **Same**

(10) The amount owed by a municipality for the police services provided by the Ontario Provincial Police, if not collected by other means, may be deducted from any grant payable to the municipality out of provincial funds or may be recovered by a court action, with costs, as a debt due to Her Majesty. 1997, c. 8, s. 9 (3).

#### **Municipal agreements for provision of police services by O.P.P.**

10. (1) The Solicitor General may enter into an agreement with the council of a municipality or jointly with the councils of two or more municipalities for the provision of police services for the municipality or municipalities by the Ontario Provincial Police.

#### **Board required**

(2) In order for a municipality to enter into an agreement under this section, the municipality must have a board.

#### **Same**

(3) In order for two or more municipalities to enter into an agreement under this section, the municipalities must have a joint board.

#### **Transition**

(4) If an agreement under this section was entered into, before section 10 of the *Police Services Amendment Act, 1997* comes into force, by a municipality that did not have a board at the time, the agreement remains valid and enforceable despite subsection (2), but the agreement may not be renewed unless the municipality has a board.

#### **Collective bargaining**

(5) No agreement shall be entered into under this section if, in the Solicitor General's opinion, a council seeks the agreement for the purpose of defeating the collective bargaining provisions of this Act.

#### **Duties of O.P.P.**

(6) When the agreement comes into effect, the Ontario Provincial Police detachment assigned to the municipality or municipalities shall provide police services for the municipality or municipalities, and shall perform any other duties, including by-law enforcement, that are specified in the agreement.

#### **Payment into Consolidated Revenue Fund**

(7) The amounts received from municipalities under agreements entered into under this section shall be paid into the Consolidated Revenue Fund.

#### **Collection of amounts owed**

(8) The amount owed by a municipality under the agreement, if not collected by other means, may be deducted from any grant payable to the municipality out of provincial funds or may be recovered by a court action, with costs, as a debt due to Her Majesty.

#### **Role of board**

(9) If one or more municipalities enters into an agreement under this section, the board or joint board shall advise the Ontario Provincial Police detachment commander assigned to the municipality or municipalities, or his or her designate, with respect to police services in the municipality or municipalities and shall,

- (a) participate in the selection of the detachment commander of the detachment assigned to the municipality or municipalities;
- (b) generally determine objectives and priorities for police services, after consultation with the detachment commander or his or her designate;
- (c) establish, after consultation with the detachment commander or his or her designate, any local policies with respect to police services (but the board or joint board shall not establish provincial policies of the Ontario Provincial Police with respect to police services);
- (d) monitor the performance of the detachment commander;
- (e) receive regular reports from the detachment commander or his or her designate on disclosures and decisions made under section 49 (secondary activities);
- (f) review the detachment commander's administration of the complaints system under Part V and receive regular reports from the detachment commander or his or her designate on his or her administration of the complaints system.

#### **Non-application of certain sections**

(10) If one or more municipalities enters into an agreement under this section, section 31 (responsibilities of board), section 38 (municipal police force) and section 39 (estimates) do not apply to the municipality or municipalities. 1997, c. 8, s. 10.

#### **Municipalities who may receive fines**

11. (1) This section applies if a municipality is entitled to receive fines paid as a result of prosecutions instituted by police officers of the municipal police force.

#### **Idem**

(2) If the municipality does not have its own police force because of an agreement under section 7 or 10, the police officers who are assigned to the municipality under the agreement shall, for the purposes of determining entitlement to fines, be deemed to be police officers of the municipal police force. R.S.O. 1990, c. P.15, s. 11.

12. Repealed: 1997, c. 8, s. 11.

#### **Special areas, services by O.P.P.**

13. (1) If, because of the establishment of a business or for any other reason, special circumstances or abnormal conditions in an area make it inequitable, in the Solicitor General's opinion, to impose the responsibility for police services on a municipality or on the Province, the Lieutenant Governor in Council may designate the area as a special area.

#### **Agreement for provision of police services by O.P.P.**

(2) The person who operates the business or owns the special area shall enter into an agreement with the Solicitor General for the provision of police services by the Ontario Provincial Police for the special area. R.S.O. 1990, c. P.15, s. 13 (1, 2).

**Duties of O.P.P., payment**

[\(3\)](#) Subsections 10 (6) and (7) apply to the agreement with necessary modifications. R.S.O. 1990, c. P.15, s. 13 (3); 1997, c. 8, s. 12.

**Failure to enter into agreement**

[\(4\)](#) If the person who operates the business or owns the special area does not enter into an agreement as subsection (2) requires, the Ontario Provincial Police shall provide police services for the area.

**Cost of services**

[\(5\)](#) The costs of the services may be recovered from the person by a court action, with costs, as a debt due to Her Majesty. R.S.O. 1990, c. P.15, s. 13 (4, 5).

**Police services outside municipality**

[14.](#) A municipality that has an interest in land outside the territory of the municipality may agree to pay all or part of the cost of providing police services for the land. R.S.O. 1990, c. P.15, s. 14.

**Municipal by-law enforcement officers**

[15. \(1\)](#) A municipal council may appoint persons to enforce the by-laws of the municipality. R.S.O. 1990, c. P.15, s. 15 (1).

**Peace officers**

[\(2\)](#) Municipal law enforcement officers are peace officers for the purpose of enforcing municipal by-laws. R.S.O. 1990, c. P.15, s. 15 (2); 1997, c. 8, s. 13.

**Aid to survivors of deceased municipal police officers**

[16.](#) A municipal council may grant financial or other assistance for the benefit of the surviving spouses and children of members of the municipal police force who die from injuries received or illnesses contracted in the discharge of their duties. R.S.O. 1990, c. P.15, s. 16; 1999, c. 6, s. 55 (2); 2005, c. 5, s. 58 (3).

**Detention facilities**

[16.1](#) Subject to the approval of the Ontario Civilian Police Commission, the council of every local municipality may establish, maintain and regulate detention facilities for the detention and imprisonment of persons sentenced to imprisonment therein for not more than 10 days, and of persons detained for examination on a charge of having committed any offence, or for transfer to any correctional institution for trial, or in the execution of any sentence, and such persons may be lawfully received and so detained in the detention facilities. 2001, c. 25, s. 481; 2007, c. 5, s. 3.

**Peace officer in charge**

[16.2 \(1\)](#) Every detention facility shall be placed in the charge of a peace officer appointed for that purpose. 2001, c. 25, s. 481.

**Salary**

[\(2\)](#) The municipal council may provide for and pay the salary or other remuneration of the peace officer in charge of a detention facility. 2001, c. 25, s. 481.

**ONTARIO PROVINCIAL POLICE****Commissioner**



17. (1) There shall be a Commissioner of the Ontario Provincial Police who shall be appointed by the Lieutenant Governor in Council. R.S.O. 1990, c. P.15, s. 17 (1).

### **Functions**

(2) Subject to the Solicitor General's direction, the Commissioner has the general control and administration of the Ontario Provincial Police and the employees connected with it. R.S.O. 1990, c. P.15, s. 17 (2).

### **Deputy Commissioners**

(3) The Lieutenant Governor in Council may appoint one or more deputy Commissioners, who shall act in the place of the Commissioner if he or she is absent or unable to act, and who, when so acting, may exercise all the powers and perform all the duties of the Commissioner. 2006, c. 19, Sched. F, s. 5.

### **Delegation**

(3.1) The Commissioner may delegate in writing any of his or her powers and duties under this Act to a deputy Commissioner, subject to any limitations, conditions and requirements set out in the delegation. 2006, c. 19, Sched. F, s. 5.

### **Annual report**

(4) After the end of each calendar year, the Commissioner shall file with the Solicitor General an annual report on the affairs of the Ontario Provincial Police. R.S.O. 1990, c. P.15, s. 17 (4).

### **Composition of O.P.P.**

18. (1) The Ontario Provincial Police shall consist of,
- (a) the Commissioner;
  - (b) other police officers appointed under Part III of the *Public Service of Ontario Act, 2006*; and
  - (c) other employees of the Ontario Provincial Police appointed under Part III of the *Public Service of Ontario Act, 2006*. 2009, c. 18, Sched. 23, s. 15.

### **Ranks**

(2) The Commissioner shall establish the ranks of police officers within the Ontario Provincial Police and shall determine the rank of each police officer. 2009, c. 18, Sched. 23, s. 15.

### **Commissioned officers**

(3) The Lieutenant Governor in Council may name police officers of the Ontario Provincial Police to the rank of commissioned officers and may authorize the issue of commissions to them under the Great Seal. R.S.O. 1990, c. P.15, s. 18 (3).

(4) Repealed: 2009, c. 33, Sched. 9, s. 10 (1).

### **Responsibilities of O.P.P.**

19. (1) The Ontario Provincial Police have the following responsibilities:

1. Providing police services in respect of the parts of Ontario that do not have municipal police forces other than municipal law enforcement officers.

2. Providing police services in respect of all navigable bodies and courses of water in Ontario, except those that lie within municipalities designated by the Solicitor General.
3. Maintaining a traffic patrol on the King's Highway, except the parts designated by the Solicitor General.
4. Maintaining a traffic patrol on the connecting links within the meaning of section 21 of the *Public Transportation and Highway Improvement Act* that are designated by the Solicitor General.
5. Maintaining investigative services to assist municipal police forces on the Solicitor General's direction or at the Crown Attorney's request. R.S.O. 1990, c. P.15, s. 19 (1); 1997, c. 8, s. 14 (1).

### **Municipal by-laws**

[\(2\)](#) The Ontario Provincial Police have no responsibilities in connection with municipal by-laws, except under agreements made in accordance with section 10. R.S.O. 1990, c. P.15, s. 19 (2).

### **O.P.P. may charge for services**

[\(3\)](#) The Ontario Provincial Police may, with the approval of the Solicitor General, charge a municipality, a law enforcement agency or any prescribed corporation or organization for any service it provides to them under this Act.

### **Payment into Consolidated Revenue Fund**

[\(4\)](#) The amounts received pursuant to a charge imposed under subsection (3) shall be paid into the Consolidated Revenue Fund.

### **Collection of amounts owed**

[\(5\)](#) The amount owed pursuant to a charge imposed under subsection (3), if not collected by other means, may be recovered by a court action, with costs, as a debt due to Her Majesty and, if the amount is owed by a municipality, may be deducted from any grant payable to the municipality out of provincial funds. 1997, c. 8, s. 14 (2).

### **Aid to survivors of deceased O.P.P. police officers**

[20.](#) [\(1\)](#) The Lieutenant Governor in Council may, out of money appropriated for that purpose by the Legislature, grant financial or other assistance for the benefit of the surviving spouses and children of members of the Ontario Provincial Police who die from injuries received or illnesses contracted in the discharge of their duties. R.S.O. 1990, c. P.15, s. 20; 1999, c. 6, s. 55 (3); 2005, c. 5, s. 58 (4).

## **PART II ONTARIO CIVILIAN POLICE COMMISSION**

### **Composition of Commission, etc.**

[21.](#) [\(1\)](#) The commission known in English as the Ontario Civilian Commission on Police Services and in French as Commission civile des services policiers de l'Ontario is continued as the Ontario Civilian Police Commission in English and Commission civile de l'Ontario sur la police in French. 2007, c. 5, s. 5.

### **Membership**



(2) The Commission shall consist of such members as are appointed by the Lieutenant Governor in Council. 1997, c. 8, s. 15.

### **Chair, vice-chairs**

(3) The Lieutenant Governor in Council may designate one of the members of the Commission to be the chair and one or more members of the Commission to be vice-chairs. 1997, c. 8, s. 15.

### **Employees**

(4) Such employees as are considered necessary for the proper conduct of the affairs of the Commission may be appointed under Part III of the *Public Service of Ontario Act, 2006*. 2006, c. 35, Sched. C, s. 111 (2).

### **Delegation**

(5) The chair may authorize a member or employee of the Commission to exercise the Commission's powers and perform its duties with respect to a particular matter, but the authority conferred on the Commission by sections 23 and 24 may not be delegated. 1997, c. 8, s. 15.

### **Quorum**

(6) The chair shall determine the number of members of the Commission that constitutes a quorum for any purpose, and may determine that one member constitutes a quorum. 1997, c. 8, s. 15.

### **Annual report**

(7) After the end of each calendar year, the Commission shall file with the Solicitor General an annual report on its affairs. 1997, c. 8, s. 15.

### **Expenses**

(8) The money required for the Commission's purposes shall be paid out of the amounts appropriated by the Legislature for that purpose. 1997, c. 8, s. 15.

### **Protection from personal liability**

(9) No action or other proceeding for damages shall be instituted against a member of the Commission for any act done in good faith in the execution or intended execution of his or her duty or for any alleged neglect or default in the execution in good faith of that duty. 1997, c. 8, s. 15.

### **Confidentiality**

(10) Each member of the Commission shall preserve secrecy in respect of all information obtained in the course of his or her duties under this Act and shall not communicate any such information to any person, except,

- (a) as may be required in connection with the administration of this Act and the regulations;
- (b) to his or her counsel; or
- (c) with the consent of the person, if any, to whom the information relates. 2002, c. 18, Sched. N, s. 60.

### **Exception – law enforcement purposes**

(11) Despite subsection (10), the chair of the Commission or his or her designate may communicate any information obtained in the course of their duties under this Act as may be required for law enforcement purposes. 2002, c. 18, Sched. N, s. 60.

### **Testimony**

(12) No member or employee of the Commission shall be required to give testimony in any civil suit or proceeding with regard to information obtained in the course of his or her duties. 2002, c. 18, Sched. N, s. 60.

### **Powers and duties of Commission**

22. (1) The Commission's powers and duties include,

- (a) if the Solicitor General advises the Commission that a board or municipal police force is not complying with prescribed standards of police services,
  - (i) directing the board or police force to comply, and
  - (ii) if the Commission considers it appropriate, taking measures in accordance with subsection 23 (1);
- (b) conducting investigations with respect to appointing officials under the *Interprovincial Policing Act, 2009* under section 25;
- (c) conducting investigations with respect to municipal police matters under section 25;
- (d) conducting inquiries into matters relating to crime and law enforcement under section 26;
- (e) conducting inquiries, on its own motion, in respect of a complaint or complaints made about the policies of or services provided by a police force or about the conduct of a police officer and the disposition of such complaint or complaints by a chief of police or board;
- (e.1) Repealed: 2007, c. 5, s. 6 (1).
- (e.2) making recommendations with respect to the policies of or services provided by a police force by sending the recommendations, with any supporting documents, to the Solicitor General, the chief of police, the association, if any, and, in the case of a municipal police force, the board;
- (f) hearing and disposing of matters referred to it by boards and appealed to it by police officers and complainants in accordance with Part V. R.S.O. 1990, c. P.15, s. 22 (1); 1995, c. 4, s. 4 (3); 1997, c. 8, s. 16 (1-3); 2007, c. 5, s. 6 (1, 2); 2009, c. 30, s. 44.

### **Application of *Public Inquiries Act, 2009***

(2) Section 33 of the *Public Inquiries Act, 2009* applies to an investigation or inquiry conducted by the Commission. 2009, c. 33, Sched. 6, s. 78 (1).

### ***Statutory Powers Procedure Act* applicable to hearings**

(3) The *Statutory Powers Procedure Act* does not apply to the Commission, except to a hearing conducted by the Commission under subsection 23 (1), 25 (4), (4.1) or (5), 39 (5), 47 (5), 69 (8), 77 (7), 87 (2), (3) or (4) or 116 (1). 1997, c. 8, s. 16 (4); 2007, c. 5, s. 6 (3).

**Sanctions for failure to comply with prescribed standards of police services**

[23. \(1\)](#) If the Commission is of the opinion, after holding a hearing, that a board or municipal police force has flagrantly or repeatedly failed to comply with prescribed standards of police services, the Commission may take any of the following measures or any combination of them:

1. Suspending the chief of police, one or more members of the board, or the whole board, for a specified period.
2. Removing the chief of police, one or more members of the board, or the whole board from office.
3. Disbanding the police force and requiring the Ontario Provincial Police to provide police services for the municipality.
4. Appointing an administrator to perform specified functions with respect to police matters in the municipality for a specified period. R.S.O. 1990, c. P.15, s. 23 (1).

[\(2\)](#) Repealed: 1995, c. 4, s. 4 (4).

**Note: All hearings before the Ontario Civilian Commission on Police Services under subsection 23 (2) that were commenced but not concluded before December 14, 1995 are hereby discontinued, without costs. See: 1995, c. 4, s. 4 (12).**

**Suspension with or without pay**

[\(3\)](#) If the Commission suspends the chief of police or members of the board who are entitled to remuneration under subsection 27 (12), it shall specify whether the suspension is with or without pay. R.S.O. 1990, c. P.15, s. 23 (3).

[\(4\)](#) Repealed: 1995, c. 4, s. 4 (4).

**Powers of administrator**

[\(5\)](#) An administrator appointed under paragraph 4 of subsection (1) has all the powers necessary for the performance of his or her functions. R.S.O. 1990, c. P.15, s. 23 (5); 1995, c. 4, s. 4 (5).

**Replacement of chief of police**

[\(6\)](#) If the Commission suspends or removes the chief of police, it may appoint a person to replace him or her.

**Parties**

[\(7\)](#) The parties to the hearing are the chief of police, the board, any member of the board that the Commission designates and, if the Commission so directs, the association or associations representing members of the police force.

**Idem**

[\(8\)](#) The Commission may add parties at any stage of the hearing on the conditions it considers proper.

**Replacement of suspended or removed member**

[\(9\)](#) If the Commission suspends a member of a board or removes him or her from office, the municipal council or the Lieutenant Governor in Council, as the case may be, shall appoint a person to replace the member.

**Consequences of removal and suspension**

[\(10\)](#) A member who has been removed shall not subsequently be a member of any board, and a member who has been suspended shall not be reappointed during the period of suspension.

**Appeal to Divisional Court**

[\(11\)](#) A party may appeal to the Divisional Court within thirty days of receiving notice of the Commission's decision.

**Grounds for appeal**

[\(12\)](#) An appeal may be made on a question that is not a question of fact alone, or from a penalty, or both. R.S.O. 1990, c. P.15, s. 23 (6-12).

[\(13\)](#) Repealed: 1995, c. 4, s. 4 (6).

[\(14\)](#) Repealed: 1995, c. 4, s. 4 (6).

**Emergency, interim order**

[24. \(1\)](#) The Commission may make an interim order under subsection 23 (1), without notice and without holding a hearing, if it is of the opinion that an emergency exists and that the interim order is necessary in the public interest.

**Restriction**

[\(2\)](#) The Commission shall not remove a person from office or disband a police force by means of an interim order. R.S.O. 1990, c. P.15, s. 24.

**Investigations into police matters**

[25. \(1\)](#) The Commission may, on its own motion or at the request of the Solicitor General, the Independent Police Review Director, a municipal council or a board, investigate, inquire into and report on,

- (a) the conduct or the performance of duties of a police officer, a municipal chief of police, an auxiliary member of a police force, a special constable, a municipal law enforcement officer or a member of a board;
- (a.1) the performance of duties of an appointing official under the *Interprovincial Policing Act, 2009*;
- (b) the administration of a municipal police force;
- (c) the manner in which police services are provided for a municipality;
- (d) the police needs of a municipality. R.S.O. 1990, c. P.15, s. 25 (1); 1997, c. 8, s. 17 (1, 2); 2007, c. 5, s. 7 (1); 2009, c. 30, s. 45 (1).

**Cost of investigation**

[\(2\)](#) The cost of an investigation conducted at a council's request shall be paid by the municipality, unless the Solicitor General directs otherwise. R.S.O. 1990, c. P.15, s. 25 (2).

**Report**

[\(3\)](#) The Commission shall communicate its report of an investigation under subsection (1) to the Solicitor General or the Independent Police Review Director at his or her request and to the board or council at its request, and may communicate the report to any other person as the Commission considers advisable. R.S.O. 1990, c. P.15, s. 25 (3); 2007, c. 5, s. 7 (2).

**Officer appointed under the *Interprovincial Policing Act, 2009* not to act during investigation, etc.**

[\(3.1\)](#) A police officer appointed under the *Interprovincial Policing Act, 2009* whose conduct or performance is being investigated or inquired into by the Commission under clause (1) (a) or who is the subject of a hearing before the Commission under that clause shall not perform any police duties in Ontario for the duration of the investigation or inquiry and hearing. 2009, c. 30, s. 45 (2).

**Actions taken, police officer, municipal chief of police**

[\(4\)](#) If the Commission concludes, after a hearing, that the conduct of a police officer, other than an officer appointed under the *Interprovincial Policing Act, 2009*, or municipal chief of police is proved on clear and convincing evidence to be misconduct or unsatisfactory work performance, it may direct that any action described in section 85, as specified by the Commission, be taken with respect to the police officer or municipal chief of police or it may direct that the police officer or municipal chief of police be retired if he or she is entitled to retire. 1997, c. 8, s. 17 (3); 2007, c. 5, s. 7 (3); 2009, c. 30, s. 45 (3).

**Actions taken, auxiliary member, special constable, municipal law enforcement officer**

[\(4.1\)](#) If the Commission concludes, after a hearing, that an auxiliary member of a police force, a special constable or a municipal law enforcement officer is not performing or is incapable of performing the duties of his or her position in a satisfactory manner, it may direct that,

- (a) the person be demoted as the Commission specifies, permanently or for a specified period;
- (b) the person be dismissed;
- (c) the person be retired, if the person is entitled to retire; or
- (d) the person's appointment be suspended or revoked. 1997, c. 8, s. 17 (3).

**Actions taken, officer appointed under the *Interprovincial Policing Act, 2009***

[\(4.2\)](#) If the Commission concludes, after a hearing, that the conduct of a police officer appointed under the *Interprovincial Policing Act, 2009* is proved on clear and convincing evidence to be misconduct or that the police officer is incapable of performing the duties of his or her position in a satisfactory manner, it may do one or both of the following:

1. Terminate the officer's appointment as a police officer in Ontario.
2. Direct that the officer never be appointed again as a police officer in Ontario under the *Interprovincial Policing Act, 2009*, or not be appointed again as a police officer in Ontario under that Act for a specified period. 2009, c. 30, s. 45 (4).

**Actions taken, appointing official**

[\(4.3\)](#) If the Commission concludes, after a hearing, that an appointing official is not performing or is incapable of performing the duties of his or her position in a satisfactory manner, it may revoke the person's designation as an appointing official. 2009, c. 30, s. 45 (4).

**Penalties, member of board**

(5) If the Commission concludes, after a hearing, that a member of a board is guilty of misconduct or is not performing or is incapable of performing the duties of his or her position in a satisfactory manner, it may remove or suspend the member. R.S.O. 1990, c. P.15, s. 25 (5).

### **Appeal to Divisional Court**

(6) A member of a police force or of a board on whom a penalty is imposed under subsection (4) or (5) or an appointing official whose designation is revoked under subsection (4.3) may appeal to the Divisional Court within 30 days of receiving notice of the Commission's decision. 2009, c. 30, s. 45 (5).

### **Grounds for appeal**

(7) An appeal may be made on a question that is not a question of fact alone, or from a penalty, or both. R.S.O. 1990, c. P.15, s. 25 (7).

### **Replacement of suspended or removed member**

(8) If the Commission suspends a member of a board or removes him or her from office, the municipal council or the Lieutenant Governor in Council, as the case may be, shall appoint a person to replace the member. R.S.O. 1990, c. P.15, s. 25 (8).

### **Consequences of removal and suspension**

(9) A member who has been removed shall not subsequently be a member of any board, and a member who has been suspended shall not be reappointed during the period of suspension. R.S.O. 1990, c. P.15, s. 25 (9).

### **Inquiries respecting crime and law enforcement**

26. (1) The Lieutenant Governor in Council may direct the Commission to inquire into and report to the Lieutenant Governor in Council on any matter relating to crime or law enforcement, and shall define the scope of the inquiry in the direction. R.S.O. 1990, c. P.15, s. 26 (1); 1997, c. 8, s. 18.

(2) Repealed: 2009, c. 33, Sched. 6, s. 78 (2).

### **Rights of witnesses**

(3) Witnesses at inquiries conducted under this section have the right to retain and instruct counsel and all the other rights of witnesses in civil courts. R.S.O. 1990, c. P.15, s. 26 (3).

### **Offence**

(4) Any person who knowingly discloses, without the Commission's consent, evidence taken in private at an inquiry conducted under this section or information likely to identify the witness is guilty of an offence and on conviction is liable to a fine of not more than \$5,000. R.S.O. 1990, c. P.15, s. 26 (4).

## **PART II.1 INDEPENDENT POLICE REVIEW DIRECTOR**

### **ESTABLISHMENT OF INDEPENDENT POLICE REVIEW DIRECTOR**

#### **Appointment of Independent Police Review Director**



26.1 (1) There shall be an Independent Police Review Director, who shall be appointed by the Lieutenant Governor in Council, on the recommendation of the Attorney General. 2007, c. 5, s. 8.

### **Restriction**

(2) A person who is a police officer or former police officer shall not be appointed as Independent Police Review Director. 2007, c. 5, s. 8.

### **Remuneration**

(3) The Independent Police Review Director shall be paid such remuneration and allowance for expenses as may be fixed by the Lieutenant Governor in Council. 2007, c. 5, s. 8.

### **Employees**

(4) Such employees as the Independent Police Review Director considers necessary to carry out his or her duties may be appointed under Part III of the *Public Service of Ontario Act, 2006*. 2006, c. 35, Sched. C, s. 131 (3); 2007, c. 5, s. 8.

### **Restriction**

(5) A person who is a police officer shall not be appointed as an employee in the office of the Independent Police Review Director. 2007, c. 5, s. 8.

### **Delegation**

(6) The Independent Police Review Director may in writing delegate any of his or her powers, duties or functions under this Act to an employee in his or her office, subject to such conditions as the Independent Police Review Director may set out in the delegation. 2007, c. 5, s. 8.

### **Regional offices**

(7) The Independent Police Review Director may establish regional offices, and anything that is given to the Independent Police Review Director under this Act may be given at one of the regional offices. 2007, c. 5, s. 8.

### **Annual report**

(8) After the end of each year, the Independent Police Review Director shall file with the Attorney General an annual report on the affairs of the office of the Independent Police Review Director, and shall make the report available to the public. 2007, c. 5, s. 8.

### **Confidentiality**

(9) The Independent Police Review Director, any employee in the office of the Independent Police Review Director, any investigator appointed under subsection 26.5 (1) and any person exercising powers or performing duties at the direction of the Independent Police Review Director shall preserve secrecy in respect of all information obtained in the course of his or her duties under this Act and shall not communicate any such information to any person except,

- (a) as may be required in connection with the administration of this Act and the regulations;
- (b) to his or her counsel;
- (c) as may be required for law enforcement purposes; or

- (d) with the consent of the person, if any, to whom the information relates. 2007, c. 5, s. 8.

### **Testimony**

[\(10\)](#) The Independent Police Review Director, an employee in the office of the Independent Police Review Director, an investigator appointed under subsection 26.5 (1) or a person exercising powers or performing duties at the direction of the Independent Police Review Director shall not be required to give testimony in a civil proceeding with regard to information obtained in the course of his or her duties, except at a hearing held under Part V. 2007, c. 5, s. 8.

### **Inadmissibility of documents**

[\(11\)](#) A document prepared in the course of his or her duties under this Act by the Independent Police Review Director, an employee in the office of the Independent Police Review Director, an investigator appointed under subsection 26.5 (1) or a person exercising powers or performing duties at the direction of the Independent Police Review Director is not admissible in a civil proceeding, except at a hearing held under Part V. 2007, c. 5, s. 8.

### **Immunity**

[\(12\)](#) No action or other proceeding for damages lies or shall be instituted against the Independent Police Review Director, an employee in the office of the Independent Police Review Director, an investigator appointed under subsection 26.5 (1) or a person exercising powers or performing duties at the direction of the Independent Police Review Director, for any act done in good faith in the execution or intended execution of any power or the performance or intended performance of any duty under this Act or for any alleged neglect or default in the execution or performance in good faith of that power or duty. 2007, c. 5, s. 8.

### **Functions of the Independent Police Review Director**

[26.2](#) The functions of the Independent Police Review Director are,

- (a) to manage complaints made to him or her by members of the public in accordance with Part V and the regulations; and
- (b) to exercise such powers and perform such duties of the Independent Police Review Director as may be prescribed under paragraph 4.1 of subsection 135 (1). 2007, c. 5, s. 8.

### **Chief to designate liaison**

[26.3](#) Every chief of police shall designate a senior officer, as defined in section 114, within his or her police force to serve as a liaison with the Independent Police Review Director. 2007, c. 5, s. 8.

## **INVESTIGATION POWERS**

### **Application of *Public Inquiries Act*, 2009**

[26.4](#) Section 33 of the *Public Inquiries Act*, 2009 applies to an investigation or review under this Act by the Independent Police Review Director or by an investigator appointed under subsection 26.5 (1) or an employee in the office of the Independent Police Review Director who is conducting an investigation or review on behalf of the Independent Police Review Director. 2009, c. 33, Sched. 6, s. 78 (3).



**Investigators**

[26.5 \(1\)](#) The Independent Police Review Director may appoint as investigators such employees in his or her office or other persons as he or she considers necessary to carry out investigations under Part V or the regulations, and such appointments shall be in writing. 2007, c. 5, s. 8.

**Proof of appointment**

[\(2\)](#) An investigator shall, when exercising his or her powers of investigation under this Act, produce the appointment if requested to do so. 2007, c. 5, s. 8.

**Investigation powers, police premises**

[26.6 \(1\)](#) If an investigator believes that to do so is necessary for the purposes of an investigation under this Act, he or she may, on notice to the chief of police or detachment commander of a police force, enter and search the station or detachment of that police force, including any vehicle that is owned by the police force wherever it may be located, at any reasonable time. 2007, c. 5, s. 8.

**Powers on entry**

[\(2\)](#) An investigator conducting an investigation at a station or detachment of a police force may,

- (a) require a person to produce or provide access to any record, thing, data or information that relates to the investigation;
- (b) search for, examine, copy or remove any record, thing, data or information that relates to the investigation; and
- (c) use any data storage, processing or retrieval device or system used at or available to the premises in order to produce, in readable form, any record, data or information that relates to the investigation. 2007, c. 5, s. 8.

**Expert help**

[\(3\)](#) The investigator may be accompanied and assisted by persons who have special, expert or professional knowledge. 2007, c. 5, s. 8.

**Obligation to produce and assist**

[\(4\)](#) If the investigator requires that a person produce or provide access to a record, thing, data or information, the person shall do so in the manner and within the period specified by the investigator and shall, if requested to do so, provide any assistance that is reasonably necessary to permit the investigator to understand the record, thing, data or information. 2007, c. 5, s. 8.

**No force**

[\(5\)](#) The investigator shall not use force to enter and search a station or detachment of a police force under this section. 2007, c. 5, s. 8.

**Order**

[\(6\)](#) A justice of the peace or provincial judge may, on application by the investigator without notice, issue an order authorizing an investigator to enter and search premises described in subsection (1) and to exercise any of the powers set out in subsection (2), (3) or

(4) if the justice of the peace or provincial judge, as the case may be, is satisfied on information under oath that there are reasonable grounds to suspect that,

- (a) the investigator has been prevented from exercising a right of entry to the premises under subsection (1) or has been prevented from exercising a power under subsection (2), (3) or (4); or
- (b) the investigator will likely be prevented from exercising a right of entry to the premises under subsection (1) or will likely be prevented from exercising a power under subsection (2), (3) or (4). 2007, c. 5, s. 8.

### **Conditions**

(7) The order may contain terms and conditions in addition to those provided for in subsection (6) as the justice of the peace or provincial judge, as the case may be, considers advisable in the circumstances. 2007, c. 5, s. 8.

### **Expiry of order**

(8) The order is valid for 30 days or for such shorter period as may be specified in it. 2007, c. 5, s. 8.

### **Further orders**

(9) A justice of the peace or provincial judge may issue further orders under subsection (6). 2007, c. 5, s. 8.

### **Use of force**

(10) The investigator named in the order may use whatever force is necessary to execute the order and may call upon a police officer for assistance in executing the order. 2007, c. 5, s. 8.

### **Investigation powers, other premises**

26.7 (1) A justice of the peace or a provincial judge may, on application by an investigator without notice, issue an order in relation to a place other than one to which section 26.6 applies authorizing the investigator to enter the place for which the order is issued and exercise any of the powers set out in the order in relation to a record, thing, data or information listed in the order if the justice of the peace or provincial judge, as the case may be, is satisfied by information under oath that,

- (a) the investigation relates to the conduct of a police officer;
- (b) there are reasonable grounds to believe that the conduct constitutes misconduct as defined in section 80 or unsatisfactory work performance;
- (c) there are reasonable grounds to believe that there is in the place a record, thing, data or information that relates to the investigation; and
- (d) it is in the best interests of the administration of justice to issue the order having regard to all relevant matters, including the nature of the place sought to be entered. 2007, c. 5, s. 8.

### **Powers on entry**

(2) The order may, in relation to the investigation, authorize the investigator to exercise any or all of the powers set out in subsection 26.6 (2). 2007, c. 5, s. 8.

**Dwelling**

(3) Despite subsection (1), the investigator shall not exercise the power under an order to enter a place or part of a place used as a dwelling, unless the justice of the peace or provincial judge is informed that the order is being sought to authorize entry into a dwelling and the order authorizes the entry into the dwelling. 2007, c. 5, s. 8.

**Expert help**

(4) The order issued under subsection (1) may authorize persons who have special, expert or professional knowledge to accompany and assist the investigator in the execution of the order. 2007, c. 5, s. 8.

**Conditions**

(5) The order may contain terms and conditions in addition to those provided for in this section as the justice of the peace or provincial judge, as the case may be, considers advisable in the circumstances. 2007, c. 5, s. 8.

**Time of execution**

(6) The order shall be executed between 6 a.m. and 9 p.m., unless the order specifies otherwise 2007, c. 5, s. 8.

**Expiry of order**

(7) The order is valid for 30 days or for such shorter period as may be specified in it. 2007, c. 5, s. 8.

**Further orders**

(8) A justice of the peace or provincial judge may issue further orders under subsection (1). 2007, c. 5, s. 8.

**Use of force**

(9) The investigator named in the order may use whatever force is necessary to execute the order and may call upon a police officer for assistance in executing the order. 2007, c. 5, s. 8.

**Definition**

(10) In this section,

“place” includes a building, a receptacle and a vehicle. 2007, c. 5, s. 8.

**Records or things removed**

26.8 (1) In removing a record or other thing while acting under subsection 26.6 (2) or under an order issued under subsection 26.6 (6) or 26.7 (1), an investigator shall give a receipt to the person from whom the record or thing is removed. 2007, c. 5, s. 8.

**Detention of record or thing**

(2) A record or other thing removed by an investigator acting under subsection 26.6 (2) or under an order issued under subsection 26.6 (6) may be detained by him or her. 2007, c. 5, s. 8.

**Same**

(3) The investigator shall return within a reasonable time a record or other thing detained by him or her under subsection (2) to the person from whom the record or thing was removed if the investigator is satisfied that it is no longer necessary to detain the record or

thing for the purposes of the investigation or any proceeding under this Act arising from the investigation. 2007, c. 5, s. 8.

**Same**

(4) Where an investigator has removed a record or other thing under an order issued under subsection 26.7 (1), the investigator, or a person designated by him or her, shall as soon as is reasonably possible,

- (a) bring the record or thing before a justice of the peace or provincial judge; or
- (b) make a report of the removal of the record or thing to a justice of the peace or provincial judge. 2007, c. 5, s. 8.

**Same**

(5) When, under subsection (4), a record or other thing that has been removed is brought before a justice of the peace or provincial judge, or a report in respect of it is made to a justice of the peace or provincial judge, he or she shall,

- (a) if he or she is satisfied that the record or thing should be detained for the purposes of an investigation or proceeding under this Act arising from the investigation, order that it be detained in the care of the investigator or a person designated by the investigator, or in the care of a person designated by the Independent Police Review Director, until the conclusion of the investigation or proceeding, if any; or
- (b) in any other case, order that the record or thing be returned to the person from whom it was removed. 2007, c. 5, s. 8.

**Same**

(6) On the motion of a person having an interest in a record or thing detained under subsection (2) or clause (5) (a) and on notice to the person from whom the record or thing was removed, the investigator and any other person who has an apparent interest in the record or thing detained, a justice of the peace or provincial judge may make an order for the examination, testing, inspection or copying of the record or thing, and may specify in the order such conditions as are reasonably necessary in the circumstances. 2007, c. 5, s. 8.

**Same**

(7) On the motion of a person having an interest in a record or thing detained under subsection (2) or clause (5) (a) and on notice to the person from whom the record or thing was removed, the investigator and any other person who has an apparent interest in the record or thing detained, a justice of the peace or provincial judge may make an order for the release of the record or thing to the person from whom it was removed, if it appears that the record or thing is no longer necessary for the purposes of the investigation or any proceeding under this Act arising from the investigation. 2007, c. 5, s. 8.

**Same**

(8) Subsection 159 (5) of the *Provincial Offences Act* applies, with necessary modifications, to an order made under subsection (6) or (7). 2007, c. 5, s. 8.

**Copy admissible in evidence**

26.9 A copy of a record or other thing that purports to be certified by the investigator as being a true copy of the original is, in the absence of proof to the contrary, admissible in

evidence to the same extent as the original, and has the same evidentiary value. 2007, c. 5, s. 8.

### **PART III MUNICIPAL POLICE SERVICES BOARDS**

#### **Police services boards**

27. (1) There shall be a police services board or, as provided in subsection 5 (3), one or more police services boards, for every municipality that maintains a police force. 2002, c. 18, Sched. N, s. 61 (1).

#### **Boards of commissioners of police continued as police services boards**

(2) Every board of commissioners of police constituted or continued under the *Police Act*, being chapter 381 of the Revised Statutes of Ontario, 1980, or any other Act and in existence on the 31st day of December, 1990, is continued as a police services board. R.S.O. 1990, c. P.15, s. 27 (2).

#### **Name**

(3) A board shall be known as (*insert name of municipality*) Police Services Board and may also be known as Commission des services policiers de (*insert name of municipality*). R.S.O. 1990, c. P.15, s. 27 (3).

#### **Three-member boards in smaller municipalities**

(4) The board of a municipality whose population according to the last enumeration taken under section 15 of the *Assessment Act* does not exceed 25,000 shall consist of,

- (a) the head of the municipal council or, if the head chooses not to be a member of the board, another member of the council appointed by resolution of the council;
- (b) one person appointed by resolution of the council, who is neither a member of the council nor an employee of the municipality; and
- (c) one person appointed by the Lieutenant Governor in Council. 1997, c. 8, s. 19 (1).

#### **Five-member boards in larger municipalities**

(5) The board of a municipality whose population according to the last enumeration taken under section 15 of the *Assessment Act* exceeds 25,000 shall consist of,

- (a) the head of the municipal council or, if the head chooses not to be a member of the board, another member of the council appointed by resolution of the council;
- (b) one member of the council appointed by resolution of the council;
- (c) one person appointed by resolution of the council, who is neither a member of the council nor an employee of the municipality; and
- (d) two persons appointed by the Lieutenant Governor in Council. 1997, c. 8, s. 19 (1); 2002, c. 17, Sched. F, Table.

#### **Smaller municipalities, option to expand board**

(6) The council of a municipality to which subsection (4) would otherwise apply may determine, by resolution, that the composition of its board shall be as described in subsection (5). R.S.O. 1990, c. P.15, s. 27 (6).

**Transition**

[\(7\)](#) A resolution passed under clause 8 (2a) (b) of the *Police Act*, being chapter 381 of the Revised Statutes of Ontario, 1980, before the 31st day of December, 1990, shall be deemed to have been passed under subsection (6). R.S.O. 1990, c. P.15, s. 27 (7).

[\(8\)](#) Repealed: 2002, c. 17, Sched. F, Table.

**Seven-member boards in certain circumstances**

[\(9\)](#) The council of a municipality whose population according to the last enumeration taken under section 15 of the *Assessment Act* exceeds 300,000 may apply to the Lieutenant Governor in Council for an increase in the size of its board; if the Lieutenant Governor in Council approves the application, the board shall consist of,

- (a) the head of the municipal council or, if the head chooses not to be a member of the board, another member of the council appointed by resolution of the council;
- (b) two members of the council appointed by resolution of the council;
- (c) one person appointed by resolution of the council, who is neither a member of the council nor an employee of the municipality; and
- (d) three persons appointed by the Lieutenant Governor in Council. 1997, c. 8, s. 19 (1).

**Vacancies**

[\(10\)](#) If the position of a member appointed by the Lieutenant Governor in Council becomes vacant, the Solicitor General may appoint a replacement to act until the Lieutenant Governor in Council makes a new appointment. R.S.O. 1990, c. P.15, s. 27 (10).

**Term of office**

[\(10.1\)](#) The term of office for a member appointed by resolution of a council shall be as set out by the council in his or her appointment, but shall not exceed the term of office of the council that appointed the member. 1997, c. 8, s. 19 (2).

**Same, and reappointment**

[\(10.2\)](#) A member appointed by resolution of a council may continue to sit after the expiry of his or her term of office until the appointment of his or her successor, and is eligible for reappointment. 1997, c. 8, s. 19 (2).

**Idem**

[\(11\)](#) If the position of a member who is appointed by a municipal council or holds office by virtue of being the head of a municipal council becomes vacant, the board shall notify the council, which shall forthwith appoint a replacement. R.S.O. 1990, c. P.15, s. 27 (11).

**Remuneration**

[\(12\)](#) The council shall pay the members of the board who are appointed by the Lieutenant Governor in Council or Solicitor General remuneration that is at least equal to the prescribed amount. R.S.O. 1990, c. P.15, s. 27 (12).

**Persons who are ineligible to be members of a board**



[\(13\)](#) A judge, a justice of the peace, a police officer and a person who practises criminal law as a defence counsel may not be a member of a board. 1997, c. 8, s. 19 (3).

### **Interpretation of municipal populations where more than one board**

[\(14\)](#) Where there is more than one board in a municipality pursuant to subsection 5 (3), the references in subsections (4), (5) and (9) to the population of a municipality shall be read as references to the population of the part of the municipality that is served by the board that is the subject of the subsection. 2002, c. 18, Sched. N, s. 61 (2).

[\(15\)](#) Repealed: 1997, c. 8, s. 19 (3).

### **Election of chair**

[28. \(1\)](#) The members of a board shall elect a chair at the board's first meeting in each year. R.S.O. 1990, c. P.15, s. 28.

### **Vice-chair**

[\(2\)](#) The members of a board may also elect a vice-chair at the first meeting in each year, and the vice-chair shall act as the chair if the chair is absent or if the chair's position is vacant. 1997, c. 8, s. 20.

### **Protection from personal liability**

[29. \(1\)](#) No action or other proceeding for damages shall be instituted against a member of a board for any act done in good faith in the execution or intended execution of his or her duty or for any alleged neglect or default in the execution in good faith of that duty.

### **Board's liability**

[\(2\)](#) Subsection (1) does not relieve a board of liability for a member's acts or omissions, and the board is liable as if that subsection had not been enacted and as if the member were the board's employee. R.S.O. 1990, c. P.15, s. 29.

### **Board may contract, sue and be sued**

[30. \(1\)](#) A board may contract, sue and be sued in its own name.

### **Members not liable for board's contracts**

[\(2\)](#) The members of a board are not personally liable for the board's contracts. R.S.O. 1990, c. P.15, s. 30.

### **Responsibilities of boards**

[31. \(1\)](#) A board is responsible for the provision of adequate and effective police services in the municipality and shall,

- (a) appoint the members of the municipal police force;
- (b) generally determine, after consultation with the chief of police, objectives and priorities with respect to police services in the municipality;
- (c) establish policies for the effective management of the police force;
- (d) recruit and appoint the chief of police and any deputy chief of police, and annually determine their remuneration and working conditions, taking their submissions into account;
- (e) direct the chief of police and monitor his or her performance;

- (f) establish policies respecting the disclosure by chiefs of police of personal information about individuals;
- (g) receive regular reports from the chief of police on disclosures and decisions made under section 49 (secondary activities);
- (h) establish guidelines with respect to the indemnification of members of the police force for legal costs under section 50;
- (i) establish guidelines for dealing with complaints under Part V, subject to subsection (1.1);
- (j) review the chief of police's administration of the complaints system under Part V and receive regular reports from the chief of police on his or her administration of the complaints system. R.S.O. 1990, c. P.15, s. 31 (1); 1995, c. 4, s. 4 (7); 1997, c. 8, s. 21 (1-3); 1997, c. 17, s. 8; 2007, c. 5, s. 9 (1).

**Restriction**

[\(1.1\)](#) Guidelines in respect of complaints made by members of the public under Part V shall not be established by the board unless they are consistent with,

- (a) any procedural rules or guidelines for the handling of public complaints established under clause 56 (1) (b) by the Independent Police Review Director; and
- (b) any procedure, condition or requirement made by regulation under paragraph 26.4 of subsection 135 (1). 2007, c. 5, s. 9 (2).

**Members of police force under board's jurisdiction**

[\(2\)](#) The members of the police force, whether they were appointed by the board or not, are under the board's jurisdiction.

**Restriction**

[\(3\)](#) The board may give orders and directions to the chief of police, but not to other members of the police force, and no individual member of the board shall give orders or directions to any member of the police force.

**Idem**

[\(4\)](#) The board shall not direct the chief of police with respect to specific operational decisions or with respect to the day-to-day operation of the police force.

**Training of board members**

[\(5\)](#) The board shall ensure that its members undergo any training that the Solicitor General may provide or require.

**Rules re management of police force**

[\(6\)](#) The board may, by by-law, make rules for the effective management of the police force. R.S.O. 1990, c. P.15, s. 31 (2-6).

**Guidelines re secondary activities**

[\(7\)](#) The board may establish guidelines consistent with section 49 for disclosing secondary activities and for deciding whether to permit such activities. 1997, c. 8, s. 21 (4).

**Oath of office**



32. Before entering on the duties of office, a member of a board shall take an oath or affirmation of office in the prescribed form. R.S.O. 1990, c. P.15, s. 32.

#### **Agreement to constitute joint board**

33. (1) Despite any special Act, the councils of two or more municipalities may enter into an agreement to constitute a joint board.

#### **Consent of Solicitor General required**

(2) The agreement must be authorized by by-laws of the councils of the participating municipalities and requires the consent of the Solicitor General.

#### **Application of Act to joint boards**

(3) The provisions of this Act that apply to boards also apply with necessary modifications to joint boards.

#### **Three-member joint boards**

(4) The joint board of municipalities whose combined population according to the last enumeration taken under section 15 of the *Assessment Act* does not exceed 25,000 shall consist of,

- (a) one person who is a member of the council of a participating municipality, appointed by agreement of the councils of the participating municipalities;
- (b) one person appointed by agreement of the councils of the participating municipalities, who is neither a member of a council of a participating municipality nor an employee of a participating municipality; and
- (c) one person appointed by the Lieutenant Governor in Council.

#### **Five-member joint boards**

(5) The joint board of municipalities whose combined population according to the last enumeration taken under section 15 of the *Assessment Act* exceeds 25,000 shall consist of,

- (a) two persons who are members of the councils of any participating municipalities, appointed by agreement of the councils of the participating municipalities;
- (b) one person appointed by agreement of the councils of the participating municipalities, who is neither a member of a council of a participating municipality nor an employee of a participating municipality; and
- (c) two persons appointed by the Lieutenant Governor in Council.

#### **Option to expand joint board**

(6) The councils of participating municipalities to which subsection (4) would otherwise apply may determine, by resolution of each of them, that the composition of their joint board shall be as described in subsection (5).

#### **Seven-member joint boards**

(7) Where the combined population of the participating municipalities according to the last enumeration taken under section 15 of the *Assessment Act* exceeds 300,000, the councils of the participating municipalities may apply to the Lieutenant Governor in Council for an increase in the size of their joint board; if the Lieutenant Governor in Council approves the application, the joint board shall consist of,

- (a) three persons who are members of the councils of any participating municipalities, appointed by agreement of the councils of the participating municipalities;
- (b) one person appointed by agreement of the councils of the participating municipalities, who is neither a member of a council of a participating municipality nor an employee of a participating municipality; and
- (c) three persons appointed by the Lieutenant Governor in Council. 1997, c. 8, s. 22.

### **Delegation**

34. A board may delegate to two or more of its members any authority conferred on it by this Act, except,

- (a) Repealed: 1997, c. 8, s. 23.
- (b) the authority to bargain under Part VIII, which the board may delegate to one or more members. R.S.O. 1990, c. P.15, s. 34; 1997, c. 8, s. 23.

### **Meetings**

35. (1) The board shall hold at least four meetings each year.

### **Quorum**

(2) A majority of the members of the board constitutes a quorum.

### **Proceedings open to the public**

(3) Meetings and hearings conducted by the board shall be open to the public, subject to subsection (4), and notice of them shall be published in the manner that the board determines.

### **Exception**

(4) The board may exclude the public from all or part of a meeting or hearing if it is of the opinion that,

- (a) matters involving public security may be disclosed and, having regard to the circumstances, the desirability of avoiding their disclosure in the public interest outweighs the desirability of adhering to the principle that proceedings be open to the public; or
- (b) intimate financial or personal matters or other matters may be disclosed of such a nature, having regard to the circumstances, that the desirability of avoiding their disclosure in the interest of any person affected or in the public interest outweighs the desirability of adhering to the principle that proceedings be open to the public. R.S.O. 1990, c. P.15, s. 35.

### **Evidence of by-laws**

36. A document purporting to be a by-law of the board signed by a member or purporting to be a copy of such a by-law certified correct by a member is admissible in evidence without proof of the signature or authority of the person signing. R.S.O. 1990, c. P.15, s. 36.

### **Rules and procedures**

37. A board shall establish its own rules and procedures in performing its duties under this Act and, except when conducting a hearing under subsection 65 (9), the *Statutory Powers Procedure Act* does not apply to a board. 1997, c. 8, s. 24.

**Municipal police force**

38. A municipal police force shall consist of a chief of police employed by the police force and such other police officers employed by the police force and other employees of the police force as are adequate, and shall be provided with adequate equipment and facilities. 2009, c. 30, s. 46.

**Estimates**

39. (1) The board shall submit operating and capital estimates to the municipal council that will show, separately, the amounts that will be required,

- (a) to maintain the police force and provide it with equipment and facilities; and
- (b) to pay the expenses of the board's operation other than the remuneration of board members.

**Same**

(2) The format of the estimates, the period that they cover and the timetable for their submission shall be as determined by the council.

**Budget**

(3) Upon reviewing the estimates, the council shall establish an overall budget for the board for the purposes described in clauses (1) (a) and (b) and, in doing so, the council is not bound to adopt the estimates submitted by the board.

**Same**

(4) In establishing an overall budget for the board, the council does not have the authority to approve or disapprove specific items in the estimates.

**Commission hearing in case of dispute**

(5) If the board is not satisfied that the budget established for it by the council is sufficient to maintain an adequate number of police officers or other employees of the police force or to provide the police force with adequate equipment or facilities, the board may request that the Commission determine the question and the Commission, shall, after a hearing, do so. 1997, c. 8, s. 26.

**Reduction or abolition of police force**

40. (1) A board may terminate the employment of a member of the police force for the purpose of abolishing the police force or reducing its size if the Commission consents and if the abolition or reduction does not contravene this Act.

**Criteria for Commission's consent**

(2) The Commission shall consent to the termination of the employment of a member of the police force under subsection (1) only if,

- (a) the member and the board have made an agreement dealing with severance pay or agreed to submit the matter to arbitration; or
- (b) the Commission has made an order under subsection (3).

**Order imposing arbitration**

(3) If the member and the board do not make an agreement dealing with severance pay and do not agree to submit the matter to arbitration, the Commission, if it is of the opinion that

it would be appropriate to permit the abolition of the police force or the reduction of its size, may order the member and the board to submit the matter to arbitration and may give any necessary directions in that connection.

### **Arbitration**

[\(4\)](#) Section 124 applies to an arbitration referred to in this section with necessary modifications. R.S.O. 1990, c. P.15, s. 40.

## **PART IV POLICE OFFICERS AND OTHER POLICE STAFF**

### **CHIEF OF POLICE**

#### **Duties of chief of police**

[41. \(1\)](#) The duties of a chief of police include,

- (a) in the case of a municipal police force, administering the police force and overseeing its operation in accordance with the objectives, priorities and policies established by the board under subsection 31 (1);
- (b) ensuring that members of the police force carry out their duties in accordance with this Act and the regulations and in a manner that reflects the needs of the community, and that discipline is maintained in the police force;
- (c) ensuring that the police force provides community-oriented police services;
- (d) administering the complaints system in accordance with Part V. R.S.O. 1990, c. P.15, s. 41 (1); 1995, c. 4, s. 4 (8, 9); 1997, c. 8, s. 27.

#### **Power to disclose personal information**

[\(1.1\)](#) Despite any other Act, a chief of police, or a person designated by him or her for the purpose of this subsection, may disclose personal information about an individual in accordance with the regulations. 1997, c. 17, s. 9.

#### **Purpose of disclosure**

[\(1.2\)](#) Any disclosure made under subsection (1.1) shall be for one or more of the following purposes:

- 1. Protection of the public.
- 2. Protection of victims of crime.
- 3. Keeping victims of crime informed of the law enforcement, judicial or correctional processes relevant to the crime that affected them.
- 4. Law enforcement.
- 5. Correctional purposes.
- 6. Administration of justice.
- 7. Enforcement of and compliance with any federal or provincial Act, regulation or government program.
- 8. Keeping the public informed of the law enforcement, judicial or correctional processes respecting any individual. 1997, c. 17, s. 9.

**Same**

[\(1.3\)](#) Any disclosure made under subsection (1.1) shall be deemed to be in compliance with clauses 42 (1) (e) of the *Freedom of Information and Protection of Privacy Act* and 32 (e) of the *Municipal Freedom of Information and Protection of Privacy Act*. 1997, c. 17, s. 9; 2006, c. 34, Sched. C, s. 27.

**Same**

[\(1.4\)](#) If personal information is disclosed under subsection (1.1) to a ministry, agency or institution, the ministry, agency or institution shall collect such information and subsections 39 (2) of the *Freedom of Information and Protection of Privacy Act* and 29 (2) of the *Municipal Freedom of Information and Protection of Privacy Act* do not apply to that collection of personal information. 1997, c. 17, s. 9.

**Chief of police reports to board**

[\(2\)](#) The chief of police reports to the board and shall obey its lawful orders and directions. R.S.O. 1990, c. P.15, s. 41 (2).

**POLICE OFFICERS****Duties of police officer**

[42. \(1\)](#) The duties of a police officer include,

- (a) preserving the peace;
- (b) preventing crimes and other offences and providing assistance and encouragement to other persons in their prevention;
- (c) assisting victims of crime;
- (d) apprehending criminals and other offenders and others who may lawfully be taken into custody;
- (e) laying charges and participating in prosecutions;
- (f) executing warrants that are to be executed by police officers and performing related duties;
- (g) performing the lawful duties that the chief of police assigns;
- (h) in the case of a municipal police force and in the case of an agreement under section 10 (agreement for provision of police services by O.P.P.), enforcing municipal by-laws;
- (i) completing the prescribed training. R.S.O. 1990, c. P.15, s. 42 (1); 1997, c. 8, s. 28.

**Power to act throughout Ontario**

[\(2\)](#) A police officer has authority to act as such throughout Ontario.

**Powers and duties of common law constable**

[\(3\)](#) A police officer has the powers and duties ascribed to a constable at common law. R.S.O. 1990, c. P.15, s. 42 (2, 3).

**Criteria for hiring**

[43. \(1\)](#) No person shall be appointed as a police officer unless he or she,

- (a) is a Canadian citizen or a permanent resident of Canada;
- (b) is at least eighteen years of age;
- (c) is physically and mentally able to perform the duties of the position, having regard to his or her own safety and the safety of members of the public;
- (d) is of good moral character and habits; and
- (e) has successfully completed at least four years of secondary school education or its equivalent. R.S.O. 1990, c. P.15, s. 43 (1).

**Idem**

[\(2\)](#) A candidate for appointment as a police officer shall provide any relevant information or material that is lawfully requested in connection with his or her application. R.S.O. 1990, c. P.15, s. 43 (2).

**Exception**

[\(3\)](#) This section does not apply to a police officer appointed under the *Interprovincial Policing Act, 2009* or to a candidate for appointment under that Act. 2009, c. 30, s. 47.

**Probationary period**

[44. \(1\)](#) A municipal police officer's probationary period begins on the day he or she is appointed and ends on the later of,

- (a) the first anniversary of the day of appointment;
- (b) the first anniversary of the day the police officer completes an initial period of training at the Ontario Police College.

**Time for completing initial training**

[\(2\)](#) The police officer shall complete the initial period of training within six months of the day of appointment. R.S.O. 1990, c. P.15, s. 44 (1, 2).

**Termination of employment during probationary period**

[\(3\)](#) A board may terminate a police officer's employment at any time during his or her probationary period but, before doing so, shall give the police officer reasonable information with respect to the reasons for the termination and an opportunity to reply, orally or in writing, as the board may determine. R.S.O. 1990, c. P.15, s. 44 (3); 1997, c. 8, s. 29 (1).

**Part V does not apply**

[\(3.1\)](#) Part V does not apply in the case of the termination of a police officer's employment under subsection (3). 1997, c. 8, s. 29 (2).

**Only one probationary period**

[\(4\)](#) Subsections (1), (2) and (3) do not apply to a police officer who has completed a probationary period with another municipal police force, the Ontario Provincial Police, the Royal Canadian Mounted Police or a prescribed police force outside Ontario. R.S.O. 1990, c. P.15, s. 44 (4); 1997, c. 8, s. 29 (3).

**Oaths of office and secrecy**

[45. \(1\)](#) A person appointed to be a police officer shall, before entering on the duties of his or her office, take oaths or affirmations of office and secrecy in the prescribed form. R.S.O. 1990, c. P.15, s. 45.



**Exception**

(2) This section does not apply to a police officer appointed under the *Interprovincial Policing Act*, 2009, c. 30, s. 48.

**Political activity**

46. No municipal police officer shall engage in political activity, except as the regulations permit. R.S.O. 1990, c. P.15, s. 46.

**MEMBERS OF POLICE FORCES****Accommodation of needs of disabled employee of municipal police force**

47. (1) Subject to subsection (2), if an employee of a municipal police force becomes mentally or physically disabled and as a result is incapable of performing the essential duties of the position, the board shall accommodate his or her needs in accordance with the *Human Rights Code*. R.S.O. 1990, c. P.15, s. 47 (1); 2009, c. 30, s. 49 (1).

**Undue hardship**

(2) The board may discharge the employee, or retire him or her if entitled to retire, if, after holding a hearing at which the evidence of two legally qualified medical practitioners is received, the board,

- (a) determines, on the basis of that evidence, that the employee is mentally or physically disabled and as a result incapable of performing the essential duties of the position, and what duties the employee is capable of performing; and
- (b) concludes that the employee's needs cannot be accommodated without undue hardship on the board. R.S.O. 1990, c. P.15, s. 47 (2); 2009, c. 30, s. 49 (2).

**Idem, O.P.P.**

(3) Subject to subsection (4), if an employee of the Ontario Provincial Police becomes mentally or physically disabled and as a result is incapable of performing the essential duties of the position, the Commissioner shall accommodate the employee's needs in accordance with the *Human Rights Code*. R.S.O. 1990, c. P.15, s. 47 (3); 2009, c. 30, s. 49 (3, 4).

**Idem**

(4) The employee may be discharged, or retired if entitled to retire, if, after holding a hearing at which the evidence of two legally qualified medical practitioners is received, the Commissioner or a person whom he or she designates,

- (a) determines, on the basis of that evidence, that the employee is mentally or physically disabled and as a result incapable of performing the essential duties of the position, and what duties the employee is capable of performing; and
- (b) concludes that the employee's needs cannot be accommodated without undue hardship on the Crown in right of Ontario. R.S.O. 1990, c. P.15, s. 47 (4); 2009, c. 30, s. 49 (5).

**Appeal**

(5) An employee of a police force who is discharged or retired under subsection (2) or (4) may appeal to the Commission by serving a written notice on the Commission and on the board or the Commissioner, as the case may be, within thirty days of receiving notice of the decision. R.S.O. 1990, c. P.15, s. 47 (5); 2009, c. 30, s. 49 (6).

**Powers of Commission**

[\(6\)](#) The Commission may confirm, alter or revoke the decision or may require the board or Commissioner, as the case may be, to rehear the matter. R.S.O. 1990, c. P.15, s. 47 (6).

**Decision**

[\(7\)](#) The Commission shall promptly give written notice of its decision, with reasons, to the appellant and to the board or Commissioner, as the case may be. R.S.O. 1990, c. P.15, s. 47 (7).

**Participation of members of Commission**

[\(8\)](#) No member of the Commission shall participate in the decision unless he or she was present throughout the hearing of the appeal and, except with the consent of the appellant, no decision of the Commission shall be given unless all members who were present throughout the hearing participate in the decision. R.S.O. 1990, c. P.15, s. 47 (8).

[48.](#) Repealed: 1995, c. 4, s. 4 (10).

**Restrictions on secondary activities**

[49. \(1\)](#) A member of a police force shall not engage in any activity,

- (a) that interferes with or influences adversely the performance of his or her duties as a member of a police force, or is likely to do so;
  - (b) that places him or her in a position of conflict of interest, or is likely to do so;
  - (c) that would otherwise constitute full-time employment for another person; or
  - (d) in which he or she has an advantage derived from being a member of a police force.
- R.S.O. 1990, c. P.15, s. 49 (1); 2009, c. 30, s. 50 (1).

**Exception, officer appointed under the *Interprovincial Policing Act, 2009***

[\(1.1\)](#) Clause (1) (c) does not apply to a police officer appointed under the *Interprovincial Policing Act, 2009*. 2009, c. 30, s. 50 (2).

**Exception, paid duty**

[\(2\)](#) Clause (1) (d) does not prohibit a member of a police force from performing, in a private capacity, services that have been arranged through the police force. R.S.O. 1990, c. P.15, s. 49 (2).

**Disclosure to chief of police**

[\(3\)](#) A member of a police force who proposes to undertake an activity that may contravene subsection (1) or who becomes aware that an activity that he or she has already undertaken may do so shall disclose full particulars of the situation to the chief of police or, in the case of a chief of police, to the board. R.S.O. 1990, c. P.15, s. 49 (3); 1997, c. 8, s. 30 (1).

**Decision of chief of police or board**

[\(4\)](#) The chief of police or the board, as the case may be, shall decide whether the member is permitted to engage in the activity and the member shall comply with that decision. R.S.O. 1990, c. P.15, s. 49 (4); 1997, c. 8, s. 30 (2).

**Liability for torts**



50. (1) The board or the Crown in right of Ontario, as the case may be, is liable in respect of torts committed by members of the police force in the course of their employment. R.S.O. 1990, c. P.15, s. 50 (1).

#### **Indemnification of member of municipal police force**

(2) The board may, in accordance with the guidelines established under clause 31 (1) (h), indemnify a member of the police force for reasonable legal costs incurred,

- (a) in the defence of a civil action, if the member is not found to be liable;
- (b) in the defence of a criminal prosecution, if the member is found not guilty;
- (c) in respect of any other proceeding in which the member's manner of execution of the duties of his or her employment was an issue, if the member is found to have acted in good faith. R.S.O. 1990, c. P.15, s. 50 (2).

#### **Agreement**

(3) A majority of the members of a police force and the board may, in an agreement made under Part VIII, provide for indemnification for the legal costs of members of the police force, except the legal costs of a member who is found guilty of a criminal offence; if such an agreement exists, the board shall indemnify members in accordance with the agreement and subsection (2) does not apply. R.S.O. 1990, c. P.15, s. 50 (3); 1997, c. 8, s. 31 (1).

#### **Council responsible for board's liabilities**

(4) The council is responsible for the liabilities incurred by the board under subsections (1), (2) and (3). R.S.O. 1990, c. P.15, s. 50 (4).

#### **Indemnification of member of O.P.P.**

(5) The Minister of Finance may indemnify, out of the Consolidated Revenue Fund, a member of the Ontario Provincial Police for reasonable legal costs incurred,

- (a) in the defence of a civil action, if the member is not found to be liable;
- (b) in the defence of a criminal prosecution, if the member is found not guilty;
- (c) in respect of any other proceeding in which the member's manner of execution of the duties of his or her employment was an issue, if the member is found to have acted in good faith. R.S.O. 1990, c. P.15, s. 50 (5); 1997, c. 8, s. 31 (2).

#### **Agreement**

(6) The Ontario Provincial Police Association and the Crown in right of Ontario may, in an agreement made under the *Ontario Provincial Police Collective Bargaining Act, 2006* or under a predecessor of that Act, including Part II of the *Public Service Act* as it read immediately before its repeal, provide for indemnification for the legal costs of members of the police force, except the legal costs of a member who is found guilty of a criminal offence; if such an agreement exists, the Minister of Finance shall indemnify members in accordance with the agreement and subsection (5) does not apply. R.S.O. 1990, c. P.15, s. 50 (6); 1997, c. 8, s. 31 (3); 2006, c. 35, Sched. C, s. 111 (3).

#### **Exception, officer appointed under the *Interprovincial Policing Act, 2009***

(7) This section does not apply in respect of a police officer appointed under the *Interprovincial Policing Act, 2009*. 2009, c. 30, s. 51.

**Police cadets**

[51. \(1\)](#) With the board's approval, a municipal chief of police may appoint persons as police cadets to undergo training.

**Idem**

[\(2\)](#) A police cadet is a member of the municipal police force. R.S.O. 1990, c. P.15, s. 51.

**Auxiliary members of municipal police force**

[52. \(1\)](#) With the Solicitor General's approval, a board may appoint auxiliary members of the police force. R.S.O. 1990, c. P.15, s. 52 (1); 1997, c. 8, s. 32 (1).

**Notice of suspension or termination**

[\(2\)](#) If the board suspends or terminates the appointment of an auxiliary member of the police force, it shall promptly give the Solicitor General written notice of the suspension or termination. 1997, c. 8, s. 32 (2).

**Auxiliary members of O.P.P.**

[\(3\)](#) The Commissioner may appoint auxiliary members of the Ontario Provincial Police. R.S.O. 1990, c. P.15, s. 52 (3).

**Same**

[\(3.1\)](#) The Commissioner also has the power to suspend or terminate the appointment of an auxiliary member of the police force.

**Information and opportunity to reply**

[\(3.2\)](#) Before the auxiliary member's appointment is terminated under subsection (2) or (3.1), he or she shall be given reasonable information with respect to the reasons for the termination and an opportunity to reply, orally or in writing, as the board or Commissioner, as the case may be, may determine. 1997, c. 8, s. 32 (3).

**Authority of auxiliary members of police force**

[\(4\)](#) An auxiliary member of a police force has the authority of a police officer if he or she is accompanied or supervised by a police officer and is authorized to perform police duties by the chief of police.

**Restriction**

[\(5\)](#) The chief of police may authorize an auxiliary member of the police force to perform police duties only in special circumstances, including an emergency, that the police officers of the police force are not sufficiently numerous to deal with.

**Oaths of office and secrecy**

[\(6\)](#) A person appointed to be an auxiliary member of a police force shall, before entering on the duties of his or her office, take oaths or affirmations of office and secrecy in the prescribed form. R.S.O. 1990, c. P.15, s. 52 (4-6).

**SPECIAL CONSTABLES****Appointment of special constables****By board**

53. (1) With the Solicitor General's approval, a board may appoint a special constable to act for the period, area and purpose that the board considers expedient. R.S.O. 1990, c. P.15, s. 53 (1); 1997, c. 8, s. 33 (1).

#### **By Commissioner**

(2) With the Solicitor General's approval, the Commissioner may appoint a special constable to act for the period, area and purpose that the Commissioner considers expedient. R.S.O. 1990, c. P.15, s. 53 (2); 1997, c. 8, s. 33 (2).

#### **Powers of police officer**

(3) The appointment of a special constable may confer on him or her the powers of a police officer, to the extent and for the specific purpose set out in the appointment.

#### **Restriction**

(4) A special constable shall not be employed by a police force to perform on a permanent basis, whether part-time or full-time, all the usual duties of a police officer. R.S.O. 1990, c. P.15, s. 53 (3, 4).

#### **Idem**

(5) Subsection (4) does not prohibit police forces from authorizing special constables to escort and convey persons in custody and to perform duties related to the responsibilities of boards under Part X. R.S.O. 1990, c. P.15, s. 53 (5); 1997, c. 8, s. 33 (3).

#### **Suspension or termination of appointment**

(6) The power to appoint a special constable includes the power to suspend or terminate the appointment, but if a board or the Commissioner suspends or terminates an appointment, written notice shall promptly be given to the Solicitor General.

#### **Same**

(7) The Solicitor General also has power to suspend or terminate the appointment of a special constable.

#### **Information and opportunity to reply**

(8) Before a special constable's appointment is terminated, he or she shall be given reasonable information with respect to the reasons for the termination and an opportunity to reply, orally or in writing as the board, Commissioner or Solicitor General, as the case may be, may determine. 1997, c. 8, s. 33 (4).

#### **Oaths of office and secrecy**

(9) A person appointed to be a special constable shall, before entering on the duties of his or her office, take oaths or affirmations of office and secrecy in the prescribed form. R.S.O. 1990, c. P.15, s. 53 (9).

### **FIRST NATIONS CONSTABLES**

#### **First Nations Constables**

54. (1) With the Commission's approval, the Commissioner may appoint a First Nations Constable to perform specified duties.

#### **Further approval**

(2) If the specified duties of a First Nations Constable relate to a reserve as defined in the *Indian Act* (Canada), the appointment also requires the approval of the reserve's police governing authority or band council.

### **Powers of police officer**

(3) The appointment of a First Nations Constable confers on him or her the powers of a police officer for the purpose of carrying out his or her specified duties.

### **Duty to consult**

(4) The Commissioner shall not suspend or terminate the appointment of a First Nations Constable whose specified duties relate to a reserve without first consulting with the police governing authority or band council that approved the appointment. R.S.O. 1990, c. P.15, s. 54 (1-4).

### **Suspension or termination of appointment**

(5) The power to appoint a First Nations Constable includes the power to suspend or terminate the appointment, but if the Commissioner suspends or terminates an appointment, written notice shall promptly be given to the Commission. R.S.O. 1990, c. P.15, s. 54 (5); 1997, c. 8, s. 34 (1).

### **Commission**

(6) The Commission also has power to suspend or terminate the appointment of a First Nations Constable. R.S.O. 1990, c. P.15, s. 54 (6); 1997, c. 8, s. 34 (2).

### **Information and opportunity to reply**

(7) Before a First Nations Constable's appointment is terminated, he or she shall be given reasonable information with respect to the reasons for the termination and an opportunity to reply, orally or in writing as the Commissioner or Commission, as the case may be, may determine. R.S.O. 1990, c. P.15, s. 54 (7); 1997, c. 8, s. 34 (3).

### **Oaths of office and secrecy**

(8) A person appointed to be a First Nations Constable shall, before entering on the duties of his or her office, take oaths or affirmations of office and secrecy in the prescribed form. R.S.O. 1990, c. P.15, s. 54 (8).

## **EMERGENCIES**

### **Emergencies**

55. (1) In an emergency, the Solicitor General may make an agreement with the Crown in right of Canada or of another province or with any of its agencies for the provision of police services.

### **Authority to act as police officers**

(2) The agreement authorizes all peace officers to whom it relates to act as police officers in the area to which the agreement relates. R.S.O. 1990, c. P.15, s. 55 (1, 2).

### **Application**

(3) For the purposes of the insurance plan established under the *Workplace Safety and Insurance Act, 1997*, the relationship between a member of a police force and the body that employs him or her continues as if an agreement had not been made under this section. R.S.O. 1990, c. P.15, s. 55 (3); 1997, c. 16, s. 12.

**Expense of calling out Canadian Forces**

[\(4\)](#) If the services of the Canadian Forces are provided under this section, the municipality in whose territory the services are required shall pay all the related expenses.

**Resignation during emergency prohibited**

[\(5\)](#) Subject to sections 33 and 34 of the *National Defence Act* (Canada), while an agreement made under this section is in force, no member of a police force that has jurisdiction in the area to which the agreement relates shall resign without the consent of the chief of police. R.S.O. 1990, c. P.15, s. 55 (4, 5).

## **PART V**

### **COMPLAINTS AND DISCIPLINARY PROCEEDINGS**

#### PUBLIC COMPLAINTS MADE TO THE INDEPENDENT POLICE REVIEW DIRECTOR

**Powers of Independent Police Review Director**

[56. \(1\)](#) For the purposes of this Part, the Independent Police Review Director may,

- (a) establish procedural rules for anything related to the powers, duties or functions of the Independent Police Review Director under this Part;
- (b) establish procedural rules and guidelines for the handling by chiefs of police and boards of complaints made by members of the public under this Part; and
- (c) provide guidance to assist chiefs of police and boards in the handling of complaints made by members of the public under this Part. 2007, c. 5, s. 10.

**Publicly available**

[\(2\)](#) Procedural rules established by the Independent Police Review Director under clause (1) (a) shall be in writing and shall be made available to the public in a readily accessible manner. 2007, c. 5, s. 10.

**Not a regulation**

[\(3\)](#) A rule or guideline established by the Independent Police Review Director under subsection (1) is not a regulation within the meaning of Part III of the *Legislation Act, 2006*. 2007, c. 5, ss. 10, 13 (3).

**Review of systemic issues**

[57.](#) In addition to his or her other functions under this Act, the Independent Police Review Director may examine and review issues of a systemic nature that are the subject of, or that give rise to, complaints made by members of the public under this Part and may make recommendations respecting such issues to the Solicitor General, the Attorney General, chiefs of police, boards, or any other person or body. 2007, c. 5, s. 10.

**Complaint may be made to Independent Police Review Director**

[58. \(1\)](#) Any member of the public may make a complaint under this Part to the Independent Police Review Director about,

- (a) the policies of or services provided by a police force; or
- (b) the conduct of a police officer. 2007, c. 5, s. 10.

**Prohibition**

(2) Despite subsection (1), the following persons cannot make a complaint to the Independent Police Review Director:

1. The Solicitor General.
2. An employee in the office of the Independent Police Review Director.
3. A member or employee of the Commission.
4. A member or auxiliary member of a police force, if that police force or another member of that police force is the subject of the complaint.
5. Repealed: 2009, c. 33, Sched. 2, s. 60 (1).
6. A member or employee of a board, if the board is responsible for the police force that is, or a member of which is, the subject of the complaint.
7. A person selected by the council of a municipality to advise another municipality's board under subsection 6.1 (2), if the board is responsible for the police force that is, or a member of which is, the subject of the complaint.
8. A delegate to a community policing advisory committee established under subsection 5.1 (4), if the community policing advisory committee advises the detachment commander of the Ontario Provincial Police detachment that is, or a member of which is, the subject of the complaint. 2007, c. 5, s. 10; 2009, c. 33, Sched. 2, s. 60 (1).

### **Complaint through agent**

(3) A complainant under subsection (1) may act through an agent in respect of a complaint made under this Part. 2007, c. 5, s. 10.

### **Public education, assistance**

(4) The Independent Police Review Director shall provide publicly accessible information about the public complaints system under this Part and shall arrange for the provision of assistance to members of the public in making a complaint. 2007, c. 5, s. 10.

### **Interpretation, portion of a complaint**

(5) This Part applies to a portion of a complaint as if it were a complaint, unless the context indicates otherwise. 2007, c. 5, s. 10.

### **Complaints about Ontario police officers acting in another province or territory**

58.1 (1) On receipt of a report from a person or body responsible for reviewing complaints about police officers in another province or a territory about a complaint made against an Ontario police officer appointed to act as a police officer in that province or territory, the Solicitor General, a chief of police or a board shall forward the report to the Independent Police Review Director. 2009, c. 30, s. 52.

### **Same**

(2) On receipt of a report described in subsection (1), either directly from the person or body that prepared the report or from the Solicitor General, a chief of police or a board, the Independent Police Review Director shall deal with the complaint under this Part as if it were made by a member of the public in respect of a police officer's conduct in Ontario. 2009, c. 30, s. 52.



**Same**

(3) In dealing with a complaint as provided by subsection (2), the complainant, for the purposes of this Part, is the person or entity that brought the complaint in the other province or territory and the person or body that prepared the report. 2009, c. 30, s. 52.

**Independent Police Review Director to review complaints**

59. (1) The Independent Police Review Director shall review every complaint made to him or her by a member of the public under this Part, and shall determine whether the complaint is about the policies of or services provided by a police force or about the conduct of a police officer. 2007, c. 5, s. 10.

**Independent Police Review Director to refer, retain**

(2) Subject to section 60, the Independent Police Review Director shall ensure that every complaint reviewed under subsection (1) is referred or retained and dealt with in accordance with section 61. 2007, c. 5, s. 10.

**Power of Independent Police Review Director to refuse**

60. (1) The Independent Police Review Director may, in accordance with this section, decide not to deal with a complaint made to him or her by a member of the public under this Part. 2007, c. 5, s. 10.

**Limitation, six months**

(2) The Independent Police Review Director may decide not to deal with a complaint made by a member of the public if the complaint is made more than six months after the facts on which it is based occurred. 2007, c. 5, s. 10.

**Same**

(3) In making a determination under subsection (2), the Independent Police Review Director shall consider,

- (a) whether the complainant is a minor or is under a disability within the meaning of the *Accessibility for Ontarians with Disabilities Act, 2005*;
- (b) whether the complainant is or was subject to criminal proceedings in respect of the events underlying the complaint; and
- (c) whether, having regard to all the circumstances, it is in the public interest for the complaint to be dealt with. 2007, c. 5, s. 10.

**Frivolous, vexatious, etc.**

(4) The Independent Police Review Director may decide not to deal with a complaint made by a member of the public if, in his or her opinion, one of the following applies:

1. The complaint is frivolous or vexatious or made in bad faith.
2. The complaint could be more appropriately dealt with, in whole or in part, under another Act or other law.
3. Having regard to all the circumstances, dealing with the complaint is not in the public interest. 2007, c. 5, s. 10.

**Not affected by policy or service**

(5) The Independent Police Review Director may decide not to deal with a complaint made by a member of the public about a policy of or service provided by a police force if the policy or service did not have a direct effect on the complainant. 2007, c. 5, s. 10.

#### **Not affected by conduct**

(6) The Independent Police Review Director may decide not to deal with a complaint made by a member of the public about the conduct of a police officer if the complainant is not one of the following:

1. A person at whom the conduct was directed.
2. A person who saw or heard the conduct or its effects as a result of being physically present at the time and place that the conduct or its effects occurred.
3. A person who,
  - i. was in a personal relationship with a person described in paragraph 1 at the time that the conduct occurred, and
  - ii. suffered loss, damage, distress, danger or inconvenience as a result of the conduct.
4. A person who has knowledge of the conduct, or has in his or her possession or under his or her control anything relating to the conduct, if, in the Independent Police Review Director's opinion, the knowledge or thing constitutes compelling evidence that the conduct complained of is misconduct as defined in section 80 or unsatisfactory work performance and the evidence would likely be admissible in a court proceeding. 2007, c. 5, s. 10.

#### **Notice**

(7) If the Independent Police Review Director decides not to deal with a complaint, other than a complaint described in subsection (9), in accordance with this section, he or she shall notify the complainant and the chief of police of the police force to which the matter relates in writing of the decision, with reasons, and in the case of the chief of police, shall also give notice of the substance of the complaint. 2009, c. 30, s. 53 (1).

#### **Same**

(8) On receipt of a notice under subsection (7) relating to a complaint about the conduct of a police officer other than the chief of police, the chief of police shall promptly notify the police officer who is the subject of the complaint in writing of the substance of the complaint, and of the Independent Police Review Director's decision not to deal with the complaint, with reasons. 2007, c. 5, s. 10.

#### **Same, officer appointed under *Interprovincial Policing Act, 2009***

(9) If the Independent Police Review Director decides not to deal with a complaint about the conduct of a police officer appointed under the *Interprovincial Policing Act, 2009* in accordance with this section, he or she shall notify the complainant and the appointing official or local commander who appointed the police officer under that Act, or a prescribed appointing official, in writing of the decision, with reasons and the substance of the complaint, and the appointing official or local commander shall in turn give the same



notification to the police officer who is the subject of the complaint and his or her extra-provincial commander. 2009, c. 30, s. 53 (2).

### **Complaints referred, retained**

61. (1) This section applies to every complaint made to the Independent Police Review Director by a member of the public under this Part, unless the Independent Police Review Director has decided not to deal with the complaint in accordance with section 60. 2007, c. 5, s. 10.

### **Complaints about municipal force policies**

(2) A complaint about the policies of or services provided by a municipal police force shall be referred by the Independent Police Review Director to the municipal chief of police and dealt with under section 63. 2007, c. 5, s. 10.

### **Complaints about local O.P.P. policies**

(3) A complaint about the local policies, established under clause 10 (9) (c), of an Ontario Provincial Police detachment that is providing police services pursuant to an agreement entered into under section 10 shall be referred by the Independent Police Review Director to the detachment commander and dealt with under section 64. 2007, c. 5, s. 10.

### **Complaints about provincial O.P.P. policies, services**

(4) A complaint about the provincial policies of the Ontario Provincial Police or about services provided by the Ontario Provincial Police, other than those services provided pursuant to an agreement under section 10, shall be referred by the Independent Police Review Director to the Commissioner and dealt with under section 65. 2007, c. 5, s. 10.

### **Complaints about officer other than chief**

(5) A complaint about the conduct of a police officer, other than a chief of police, deputy chief of police or a police officer appointed under the *Interprovincial Policing Act, 2009*, shall be,

- (a) referred by the Independent Police Review Director to the chief of police of the police force to which the complaint relates and dealt with under section 66;
- (b) referred by the Independent Police Review Director to the chief of police of a police force other than the police force to which the complaint relates and dealt with under section 67; or
- (c) retained by the Independent Police Review Director and dealt with under section 68. 2009, c. 30, s. 54.

### **Same, officer appointed under the *Interprovincial Policing Act, 2009***

(5.1) A complaint about the conduct of a police officer appointed under the *Interprovincial Policing Act, 2009* shall be,

- (a) referred by the Independent Police Review Director to any chief of police and dealt with under section 68.1; or
- (b) retained by the Independent Police Review Director and dealt with under section 68.2. 2009, c. 30, s. 54.

### **Same**

(6) In exercising his or her discretion under subsection (5) or (5.1), the Independent Police Review Director shall consider the nature of the complaint and the public interest. 2009, c. 30, s. 54.

**Same**

(7) The Independent Police Review Director may, in referring a complaint to a chief of police under subsection (5) or (5.1), direct the chief of police to deal with the complaint as the Independent Police Review Director specifies. 2009, c. 30, s. 54.

**Complaints about municipal chief, municipal deputy chief**

(8) A complaint about the conduct of a municipal chief of police or a municipal deputy chief of police shall be referred by the Independent Police Review Director to the board and dealt with under section 69. 2007, c. 5, s. 10.

**Complaints about Commissioner, deputy Commissioner**

(9) A complaint about the conduct of the Commissioner or a deputy Commissioner shall be referred by the Independent Police Review Director to the Solicitor General and dealt with under section 70. 2007, c. 5, s. 10.

**Cost of complaints process**

(10) If the Independent Police Review Director refers a complaint under clause (5) (b) to a chief of police of a police force other than the police force to which the complaint relates, the police force to which the complaint relates shall pay the costs of the investigation incurred by the police force to which the matter is referred. 2007, c. 5, s. 10.

**Notice, conduct complaint**

62. (1) If a complaint about the conduct of a police officer is referred under clause 61 (5) (a) to the chief of police of the police force to which the complaint relates, the chief of police shall, on receipt of the complaint, promptly give notice of the substance of the complaint to the police officer who is the subject of the complaint unless,

- (a) in the chief of police's opinion, to do so might prejudice an investigation into the matter; or
- (b) the Independent Police Review Director directs the chief of police not to give notice to the police officer. 2007, c. 5, s. 10.

**Same**

(2) If a complaint about the conduct of a police officer is referred under clause 61 (5) (b) to a chief of police of a police force other than the police force to which the complaint relates, or is retained by the Independent Police Review Director under clause 61 (5) (c), the Independent Police Review Director shall give notice of the substance of the complaint to the chief of police of the police force to which the complaint relates. 2007, c. 5, s. 10.

**Same**

(3) On receipt of a notice under subsection (2), the chief of police shall promptly give notice of the substance of the complaint to the police officer who is the subject of the complaint unless,

- (a) in the chief of police's opinion, to do so might prejudice an investigation into the matter; or

- (b) the Independent Police Review Director directs the chief of police not to give notice to the police officer. 2007, c. 5, s. 10.

**Same, officer appointed under the *Interprovincial Policing Act, 2009***

(3.1) If a complaint about the conduct of a police officer is referred under clause 61 (5.1) (a) to a chief of police or retained by the Independent Police Review Director under clause 61 (5.1) (b), the Independent Police Review Director shall promptly give notice of the substance of the complaint to the appointing official or local commander who appointed the police officer under the *Interprovincial Policing Act, 2009*, or a prescribed appointing official. 2009, c. 30, s. 55 (1).

**Same**

(3.2) On receipt of a notice under subsection (3.1), the appointing official or local commander shall promptly give notice of the substance of the complaint to the police officer who is the subject of the complaint and his or her extra-provincial commander unless,

- (a) in the opinion of the appointing official or local commander, to do so might prejudice an investigation into the matter; or
- (b) the Independent Police Review Director directs the appointing official or local commander not to give notice to the police officer or the extra-provincial commander. 2009, c. 30, s. 55 (1).

**Same**

(4) The Independent Police Review Director may provide the direction described in clause (1) (b), (3) (b) or (3.2) (b) if, in his or her opinion, providing notice of the complaint to the police officer might prejudice an investigation into the matter. 2007, c. 5, s. 10; 2009, c. 30, s. 55 (2).

**Same**

(5) If a complaint about the conduct of a municipal chief of police or municipal deputy chief of police is referred under subsection 61 (8) to the board, the board shall give notice of the substance of the complaint to the municipal chief of police or municipal deputy chief of police who is the subject of the complaint unless, in the board's opinion, to do so might prejudice an investigation into the matter. 2007, c. 5, s. 10.

**REVIEW AND INVESTIGATION OF COMPLAINTS**

**Complaints about municipal force policies**

63. (1) The chief of police shall review every complaint that is referred to him or her by the Independent Police Review Director under subsection 61 (2) and shall take any action, or no action, in response to the complaint as he or she considers appropriate. 2007, c. 5, s. 10.

**Disposition**

(2) The chief of police shall, within 60 days of the referral of the complaint to him or her, notify the complainant in writing of his or her disposition of the complaint, with reasons, and of the complainant's right to request that the board review the complaint if the complainant is not satisfied with the disposition. 2007, c. 5, s. 10.

**Extension of time**

(3) The chief of police may extend the 60-day period set out in subsection (2) by notifying the complainant in writing of the extension before the expiry of the period being extended. 2007, c. 5, s. 10.

#### **Written report**

(4) The chief of police shall, upon his or her disposition of the complaint, submit a written report to the board and to the Independent Police Review Director respecting the disposition, with reasons. 2007, c. 5, s. 10.

#### **Request for review by board**

(5) A complainant may, within 30 days after receiving the notice under subsection (2), request that the board review the complaint by serving a written request to that effect on the board. 2007, c. 5, s. 10.

#### **Review by board**

(6) Upon receiving a written request for a review of a complaint previously dealt with by the chief of police, the board shall,

- (a) advise the chief of police of the request;
- (b) subject to subsection (7), review the complaint and take any action, or no action, in response to the complaint, as it considers appropriate; and
- (c) notify the complainant, the chief of police and the Independent Police Review Director in writing of its disposition of the complaint, with reasons. 2007, c. 5, s. 10.

#### **Review by committee of board**

(7) A board that is composed of more than three members may appoint a committee of not fewer than three members of the board, two of whom constitute a quorum for the purpose of this subsection, to review a complaint and to make recommendations to the board after the review and the board shall consider the recommendations and shall take any action, or no action, in response to the complaint as the board considers appropriate. 2007, c. 5, s. 10.

#### **Public meeting**

(8) In conducting a review under this section, the board or the committee of the board may hold a public meeting respecting the complaint. 2007, c. 5, s. 10.

#### **Complaints re local O.P.P. policies**

64. (1) The detachment commander shall review every complaint that is referred to him or her by the Independent Police Review Director under subsection 61 (3), and shall take any action, or no action, in response to the complaint as he or she considers appropriate. 2007, c. 5, s. 10.

#### **Disposition**

(2) The detachment commander shall, within 60 days of the referral of the complaint to him or her, notify the complainant in writing of his or her disposition of the complaint, with reasons, and of the complainant's right to request that the board review the complaint if the complainant is not satisfied with the disposition. 2007, c. 5, s. 10.

#### **Extension of time**

(3) The detachment commander may extend the 60-day period set out in subsection (2) by notifying the complainant in writing of the extension before the expiry of the period being extended. 2007, c. 5, s. 10.

#### **Written report**

(4) The detachment commander shall, upon his or her disposition of the complaint, submit a written report to the board and to the Independent Police Review Director respecting the disposition, with reasons. 2007, c. 5, s. 10.

#### **Request for review by board**

(5) A complainant may, within 30 days after receiving the notice under subsection (2), request that the board review the complaint by serving a written request to that effect on the board. 2007, c. 5, s. 10.

#### **Review by board**

(6) Upon receiving a written request for a review of a complaint previously dealt with by a detachment commander, the board shall,

- (a) advise the detachment commander of the request;
- (b) subject to subsection (7), review the complaint and take any action, or no action, in response to the complaint, as it considers appropriate; and
- (c) notify the complainant, the detachment commander and the Independent Police Review Director in writing of its disposition of the complaint, with reasons. 2007, c. 5, s. 10.

#### **Review by committee of board**

(7) A board that is composed of more than three members may appoint a committee of not fewer than three members of the board, two of whom constitute a quorum for the purpose of this subsection, to review a complaint and to make recommendations to the board after the review and the board shall consider the recommendations and shall take any action, or no action, in response to the complaint as the board considers appropriate. 2007, c. 5, s. 10.

#### **Public meeting**

(8) In conducting a review under this section, the board or the committee of the board may hold a public meeting into the complaint. 2007, c. 5, s. 10.

#### **Delegation**

(9) A detachment commander may delegate any of his or her duties, functions or powers under this section to any police officer who is a member of the detachment. 2007, c. 5, s. 10.

#### **Complaints re provincial O.P.P. policies**

65. (1) The Commissioner shall review every complaint that is referred to him or her by the Independent Police Review Director under subsection 61 (4) and shall take any action, or no action, in response to the complaint as he or she considers appropriate. 2007, c. 5, s. 10.

#### **Notice to complainant**

(2) The Commissioner shall notify the complainant and the Independent Police Review Director in writing of his or her disposition of the complaint, with reasons. 2007, c. 5, s. 10.

**Complaints about police officer's conduct**

66. (1) The chief of police shall cause every complaint referred to him or her by the Independent Police Review Director under clause 61 (5) (a) to be investigated and the investigation to be reported on in a written report. 2007, c. 5, s. 10.

**Unsubstantiated complaint**

(2) If at the conclusion of the investigation and on review of the written report submitted to him or her the chief of police is of the opinion that the complaint is unsubstantiated, the chief of police shall take no action in response to the complaint and shall notify the complainant, the police officer who is the subject of the complaint and the Independent Police Review Director, in writing, together with a copy of the written report, of the decision and of the complainant's right under subsection 71 (1) to ask the Independent Police Review Director to review the decision within 30 days of receiving the notice. 2007, c. 5, s. 10.

**Hearing to be held**

(3) Subject to subsection (4), if at the conclusion of the investigation and on review of the written report submitted to him or her the chief of police believes on reasonable grounds that the police officer's conduct constitutes misconduct as defined in section 80 or unsatisfactory work performance, he or she shall hold a hearing into the matter. 2007, c. 5, s. 10.

**Informal resolution**

(4) If at the conclusion of the investigation and on review of the written report submitted to him or her the chief of police is of the opinion that there was misconduct or unsatisfactory work performance but that it was not of a serious nature, the chief of police may resolve the matter informally without holding a hearing, if the police officer and the complainant consent to the proposed resolution. 2007, c. 5, s. 10.

**Notice**

(5) Before resolving the matter informally, the chief of police shall notify the complainant and the police officer, in writing, of his or her opinion that there was misconduct or unsatisfactory work performance that was not of a serious nature, and that the complainant may, under subsection 71 (1), ask the Independent Police Review Director to review this decision within 30 days of receiving such notification. 2007, c. 5, s. 10.

**No informal resolution until after Independent Police Review Director's review**

- (6) The chief of police shall take no action to resolve the matter informally until,
- (a) the 30-day period in which the complainant may ask for a review has expired, without a review being requested; or
  - (b) if the complainant asked for a review within the 30-day period, the Independent Police Review Director has completed its review and then, only if the Independent Police Review Director's decision is such that there may be an informal resolution of the complaint. 2007, c. 5, s. 10.

**Same**

(7) Despite subsection (6), if the complainant notifies the chief of police in writing that he or she will not ask the Independent Police Review Director to conduct a review, the chief



of police shall attempt to resolve the matter informally promptly after receiving such notification from the complainant. 2007, c. 5, s. 10.

### **Consent of police officer or complainant**

(8) A police officer or a complainant who consents to a proposed resolution under subsection (4) may revoke the consent by notifying the chief of police in writing of the revocation no later than 12 business days after the day on which the consent is given. 2007, c. 5, s. 10.

### **Notice**

(9) If a police officer and a complainant consent to the informal resolution of a matter and the consent is not revoked by the police officer or the complainant within the period referred to in subsection (8), the chief of police shall give notice of the resolution to the Independent Police Review Director, and shall provide to the Independent Police Review Director any other information respecting the resolution that the Independent Police Review Director may require. 2007, c. 5, s. 10.

### **Disposition without a hearing**

(10) If consent to the informal resolution of a matter is not given or is revoked under subsection (8), the following rules apply:

1. The chief of police shall provide the police officer with reasonable information concerning the matter and shall give him or her an opportunity to reply, orally or in writing.
2. Subject to paragraph 3, the chief of police may impose on the police officer a penalty described in clause 85 (1) (d), (e) or (f) or any combination thereof and may take any other action described in subsection 85 (7) and may cause an entry concerning the matter, the penalty imposed or action taken and the police officer's reply to be made in his or her employment record.
3. If the police officer refuses to accept the penalty imposed or action taken, the chief of police shall not impose a penalty or take any other action or cause any entry to be made in the police officer's employment record, but shall hold a hearing under subsection (3). 2007, c. 5, s. 10.

### **Notice**

(11) The chief of police shall give notice to the Independent Police Review Director of any penalty imposed or action taken under paragraph 2 of subsection (10). 2007, c. 5, s. 10.

### **Employment record expunged**

(12) An entry made in the police officer's employment record under paragraph 2 of subsection (10) shall be expunged from the record two years after being made if during that time no other entries concerning misconduct or unsatisfactory work performance have been made in the record under this Part. 2007, c. 5, s. 10.

### **Agreement**

(13) Nothing in this section affects agreements between boards and police officers or associations that permit penalties or actions other than those permitted by this section, if the police officer in question consents, without a hearing under subsection (3). 2007, c. 5, s. 10.

**Complaints about police officer's conduct, investigation by other police force**

67. (1) The chief of police shall cause every complaint referred to him or her by the Independent Police Review Director under clause 61 (5) (b) to be investigated and the investigation to be reported on in a written report. 2007, c. 5, s. 10.

**Same**

(2) The chief of police shall submit the written report to the chief of police of the police force to which the complaint relates, who shall deal with the written report as if it had been submitted to him or her under section 66. 2007, c. 5, s. 10.

**Complaints about police officer's conduct, Independent Police Review Director investigation**

68. (1) The Independent Police Review Director shall cause every complaint retained by him or her under clause 61 (5) (c) to be investigated and the investigation to be reported on in a written report. 2007, c. 5, s. 10.

**Unsubstantiated complaint**

(2) If at the conclusion of the investigation the Independent Police Review Director is of the opinion that the complaint is unsubstantiated, he or she shall report that opinion in writing to the chief of police of the police force to which the complaint relates and the chief of police shall take no action in response to the complaint and shall notify the complainant and the police officer who is the subject of the complaint in writing of the decision, together with a copy of the written report. 2007, c. 5, s. 10.

**Matter referred to chief of police**

(3) If at the conclusion of the investigation the Independent Police Review Director believes on reasonable grounds that the conduct of the police officer who is the subject of the complaint constitutes misconduct as defined in section 80 or unsatisfactory work performance, he or she shall refer the matter, together with the written report, to the chief of police of the police force to which the complaint relates. 2007, c. 5, s. 10.

**Same**

(4) If the Independent Police Review Director is of the opinion that the conduct of the police officer constitutes misconduct or unsatisfactory work performance that is not of a serious nature, he or she, in referring the matter to the chief of police under subsection (3), shall so indicate. 2007, c. 5, s. 10.

**Chief of police to hold hearing**

(5) Subject to subsection (6), the chief of police shall hold a hearing into a matter referred to him or her under subsection (3) by the Independent Police Review Director. 2007, c. 5, s. 10.

**Informal resolution**

(6) If on the review of the written report the chief of police is of the opinion that there was misconduct or unsatisfactory work performance but that it was not of a serious nature, the chief of police may resolve the matter informally without holding a hearing if the police officer and the complainant consent to the proposed resolution. 2007, c. 5, s. 10.

**Same**



[\(7\)](#) Subsections 66 (8), (9), (10), (11), (12) and (13) apply, with necessary modifications, in relation to an informal resolution under subsection (6). 2007, c. 5, s. 10.

**Complaints about conduct of officer appointed under *Interprovincial Policing Act, 2009*, investigation by police force**

[68.1 \(1\)](#) The chief of police shall cause every complaint referred to him or her by the Independent Police Review Director under clause 61 (5.1) (a) to be investigated and the investigation to be reported on in a written report. 2009, c. 30, s. 56.

**Same**

[\(2\)](#) The chief of police shall submit the written report to the Independent Police Review Director who shall deal with the written report as if it had been prepared by him or her under section 68.2. The chief of police may also forward to the Independent Police Review Director any other information related to the complaint, as he or she considers appropriate or as the Independent Police Review Director may request. 2009, c. 30, s. 56.

**Complaints about conduct of officer appointed under *Interprovincial Policing Act, 2009*, Independent Police Review Director investigation**

[68.2 \(1\)](#) The Independent Police Review Director shall cause every complaint retained by him or her under clause 61 (5.1) (b) to be investigated and the investigation to be reported on in a written report. 2009, c. 30, s. 56.

**Unsubstantiated complaint**

[\(2\)](#) If at the conclusion of the investigation the Independent Police Review Director is of the opinion that the complaint is unsubstantiated, he or she shall report that opinion in writing to the complainant and the appointing official or local commander who appointed the police officer under the *Interprovincial Policing Act, 2009*, or a prescribed appointing official, together with a copy of the written report, and the appointing official or local commander shall in turn give the same notification to the police officer who is the subject of the complaint and his or her extra-provincial commander. 2009, c. 30, s. 56.

**Matter referred to extra-provincial complaints body**

[\(3\)](#) If at the conclusion of the investigation the Independent Police Review Director believes on reasonable grounds that the conduct of the police officer who is the subject of the complaint constitutes misconduct as defined in section 80, he or she shall refer the matter, together with a copy of the written report, to the person or body that is responsible for complaints made against the police officer in the province or territory where he or she was employed as a police officer at the time of his or her appointment under the *Interprovincial Policing Act, 2009* and shall notify the complainant and the appointing official or local commander who appointed the police officer under the *Interprovincial Policing Act, 2009*, or a prescribed appointing official, that the matter has been so referred, together with a copy of the written report. The Independent Police Review Director may also forward to the person or body that is responsible for complaints against the police officer any other information related to the complaint, as he or she considers appropriate. 2009, c. 30, s. 56.

**Same**

[\(4\)](#) On receipt of the notice under subsection (3), the appointing official or local commander shall in turn notify the police officer who is the subject of the complaint and his

or her extra-provincial commander that the matter has been referred, together with the written report. 2009, c. 30, s. 56.

**Same**

(5) If the Independent Police Review Director is of the opinion that the conduct of the police officer constitutes misconduct that is not of a serious nature, he or she shall forward that opinion in referring the matter to the person or body in the other province or territory under subsection (3). 2009, c. 30, s. 56.

**Complaints about municipal chief's, municipal deputy chief's conduct**

69. (1) The board shall review every complaint referred to it by the Independent Police Review Director under subsection 61 (8). 2007, c. 5, s. 10.

**Investigation by Independent Police Review Director**

(2) If at the conclusion of the review the board is of the opinion that the conduct of the chief of police or deputy chief of police who is the subject of the complaint may constitute an offence under a law of Canada or of a province or territory, or misconduct as defined in section 80 or unsatisfactory work performance, the board shall ask the Independent Police Review Director to cause the complaint to be investigated and the investigation to be reported on in a written report. 2007, c. 5, s. 10.

**Same**

(3) The board shall pay the costs of an investigation conducted under subsection (2). 2007, c. 5, s. 10.

**Notice, no action taken**

(4) If at the conclusion of the review the board is of the opinion that the conduct of the chief of police or deputy chief of police who is the subject of the complaint is not of a type described in subsection (2), the board shall take no action in response to the complaint and shall notify the complainant, the chief of police or deputy chief of police and the Independent Police Review Director in writing of the decision, with reasons. 2007, c. 5, s. 10.

**Unsubstantiated complaint**

(5) If at the conclusion of the investigation of a complaint under subsection (2) the Independent Police Review Director is of the opinion that the complaint is unsubstantiated, he or she shall report that opinion in writing to the board and the board shall take no action in response to the complaint and shall notify the complainant and the chief of police or deputy chief of police who is the subject of the complaint in writing of the decision, together with a copy of the written report. 2007, c. 5, s. 10.

**Matter referred to board**

(6) If at the conclusion of the investigation the Independent Police Review Director believes on reasonable grounds that the conduct of the chief of police or deputy chief of police constitutes misconduct or unsatisfactory work performance, he or she shall refer the matter, together with the written report, to the board. 2007, c. 5, s. 10.

**Same**

(7) If the Independent Police Review Director is of the opinion that the conduct of the chief of police or deputy chief of police constitutes misconduct or unsatisfactory work

performance that is not of a serious nature, he or she, in referring the matter to the board under subsection (6), shall so indicate. 2007, c. 5, s. 10.

### **Board or Commission to hold hearing**

(8) Subject to subsection (9), the board shall hold a hearing into a matter referred to it under subsection (6) or may refer the matter to the Commission to hold the hearing. 2007, c. 5, s. 10.

### **Informal resolution**

(9) If on a review of the written report the board is of the opinion that there was misconduct or unsatisfactory work performance but that it was not of a serious nature, the board may resolve the matter informally without holding a hearing if the chief of police or deputy chief of police and the complainant consent to the proposed resolution. 2007, c. 5, s. 10.

### **Consent of chief, deputy chief or complainant**

(10) A chief of police or deputy chief of police or a complainant who consents to a proposed resolution under subsection (9) may revoke the consent by notifying the board in writing of the revocation no later than 12 business days after the day on which the consent is given. 2007, c. 5, s. 10.

### **Notice**

(11) If a chief of police or deputy chief of police and a complainant consent to the informal resolution of a matter and the consent is not revoked by the chief of police, deputy chief of police or complainant within the period referred to in subsection (10), the board shall give notice of the resolution to the Independent Police Review Director, and shall provide to the Independent Police Review Director any other information respecting the resolution that the Independent Police Review Director may require. 2007, c. 5, s. 10.

### **Disposition without a hearing**

(12) If consent to the informal resolution of a matter is not given or is revoked under subsection (10), the following rules apply:

1. The board shall provide the chief of police or deputy chief of police with reasonable information concerning the matter and shall give him or her an opportunity to reply, orally or in writing.
2. Subject to paragraph 3, the board may impose on the chief of police or deputy chief of police a penalty described in clause 85 (2) (d), (e) or (f) or any combination thereof and may take any other action described in subsection 85 (7) and may cause an entry concerning the matter, the penalty imposed or action taken and the chief of police's or deputy chief of police's reply to be made in his or her employment record.
3. If the chief of police or deputy chief of police refuses to accept the penalty imposed or action taken, the board shall not impose a penalty or take any other action or cause any entry to be made in the employment record, but shall hold a hearing, or refer the matter to the Commission to hold a hearing, under subsection (8). 2007, c. 5, s. 10.

### **Notice**

[\(13\)](#) The board shall give notice to the Independent Police Review Director of any penalty imposed or action taken under paragraph 2 of subsection (12). 2007, c. 5, s. 10.

### **Employment record expunged**

[\(14\)](#) An entry made in the chief of police's or deputy chief of police's employment record under paragraph 2 of subsection (12) shall be expunged from the record two years after being made if during that time no other entries concerning misconduct or unsatisfactory work performance have been made in the record under this Part. 2007, c. 5, s. 10.

### **Agreement**

[\(15\)](#) Nothing in this section affects agreements between boards and chiefs of police or deputy chiefs of police that permit penalties or actions other than those permitted by this section, if the chief of police or deputy chief of police in question consents, without a hearing under subsection (8). 2007, c. 5, s. 10.

### **Complaints about Commissioner's, deputy Commissioner's conduct**

[70.](#) The Solicitor General shall deal with all complaints referred to him or her by the Independent Police Review Director under subsection 61 (9) as he or she sees fit and there is no appeal from a decision or action taken by the Solicitor General under this section. 2007, c. 5, s. 10.

### **Request for review by Independent Police Review Director**

[71. \(1\)](#) If a complainant has been notified under subsection 66 (2) that his or her complaint is unsubstantiated or under subsection 66 (5) that the conduct he or she complained of has been determined to be not of a serious nature, the complainant may, within 30 days of such notification, ask the Independent Police Review Director to review the decision. 2007, c. 5, s. 10.

### **Review by Independent Police Review Director**

[\(2\)](#) Upon receiving a request to review under subsection (1), the Independent Police Review Director shall review the decision, taking into account any material provided by the complainant or the chief of police, and shall endeavour to complete its review within 30 days of receiving the request, but the Independent Police Review Director shall not hold a hearing into the matter. 2007, c. 5, s. 10.

### **Powers of Independent Police Review Director on review**

[\(3\)](#) Upon completion of the review of a decision, the Independent Police Review Director may,

- (a) confirm the decision;
- (b) direct the chief of police to deal with the complaint as the Independent Police Review Director specifies;
- (c) assign the investigation of the complaint or the conduct of a hearing in respect of the complaint to a police force other than the police force to which the complaint relates;
- (d) take over the investigation of the complaint; or

- (e) take or require to be taken any other action with respect to the complaint that the Independent Police Review Director considers necessary in the circumstances. 2007, c. 5, s. 10.

### **Costs**

(4) If the Independent Police Review Director assigns the investigation of a complaint or the conduct of a hearing in respect of a complaint to a police force under clause (3) (c), the police force to which the complaint relates shall pay the costs of the investigation or hearing incurred by the police force to which the matter is assigned. 2007, c. 5, s. 10.

### **Notice**

(5) The Independent Police Review Director shall notify the complainant, the chief of police and the police officer who is the subject of the complaint of its decision and the action taken by him or her under subsection (3). 2007, c. 5, s. 10.

### **Public complaints may be directed**

72. (1) The Independent Police Review Director may, with respect to a complaint made by a member of the public under this Part about the conduct of a police officer other than a chief of police or deputy chief of police, at any time after the complaint is referred to a chief of police under clause 61 (5) (a) or (b) and before a hearing under subsection 66 (3) or 68 (5) in respect of the complaint is commenced,

- (a) direct the chief of police to deal with the complaint as the Independent Police Review Director specifies;
- (b) assign the investigation of the complaint or the conduct of a hearing in respect of the complaint to the chief of police of a police force other than the police force to which the complaint relates;
- (c) take over the investigation of the complaint; or
- (d) take or require to be taken by the chief of police any other action with respect to the complaint that the Independent Police Review Director considers necessary in the circumstances. 2007, c. 5, s. 10.

### **Same**

(2) The powers of the Independent Police Review Director described under subsection (1) are in addition to any other powers of the Independent Police Review Director under this Act, including but not limited to those set out in subsection 61 (7). 2007, c. 5, s. 10.

### **Same**

(3) The Independent Police Review Director may, with respect to a complaint made by a member of the public under this Part about the conduct of a chief of police or deputy chief of police, at any time after the complaint is referred to a board under subsection 61 (8) and before a hearing under subsection 69 (8) in respect of the complaint is commenced,

- (a) direct the board to deal with the complaint as he or she specifies;
- (b) assign the conduct of a hearing in respect of a complaint to the Commission; or
- (c) take or require to be taken by the board any other action with respect to the complaint that he or she considers necessary in the circumstances. 2007, c. 5, s. 10.

**Costs**

(4) If the Independent Police Review Director assigns the investigation of a complaint or the conduct of a hearing in respect of a complaint to a police force under clause (1) (b), the police force to which the complaint relates shall pay the costs of the investigation or hearing incurred by the police force to which the matter is assigned. 2007, c. 5, s. 10.

**Duty if directed by Independent Police Review Director**

73. (1) If the Independent Police Review Director directs under subsection 61 (7) or clause 71 (3) (b), 72 (1) (a) or (3) (a) that a complaint is to be dealt with as specified, the chief of police or board, as the case may be, shall promptly so deal with the complaint. 2007, c. 5, s. 10.

**Same**

(2) If the Independent Police Review Director requires under clause 71 (3) (e), 72 (1) (d) or (3) (c) that a chief of police or board take an action with respect to a complaint, the chief of police or board, as the case may be, shall promptly cause such action to be taken. 2007, c. 5, s. 10.

**WITHDRAWAL OF PUBLIC COMPLAINTS****Withdrawing a public complaint**

74. (1) A complainant who has made a complaint under subsection 58 (1) may withdraw his or her complaint on notice to the Independent Police Review Director, unless a hearing in respect of the complaint has commenced. 2007, c. 5, s. 10.

**Notice**

(2) If a complaint is withdrawn under subsection (1), the Independent Police Review Director shall promptly give notice of the fact of the withdrawal to,

- (a) the chief of police of the police force to which the complaint relates, in the case of a complaint about a policy of or service provided by the police force, or about the conduct of a police officer other than a chief of police or deputy chief of police;
- (b) the board, in the case of a complaint about the conduct of a municipal chief of police or municipal deputy chief of police; or
- (c) the Solicitor General, in the case of a complaint about the conduct of the Commissioner or a deputy Commissioner. 2007, c. 5, s. 10.

**Same**

(3) Subject to subsections (4), (5) and (6), if a chief of police or board is notified under subsection (2) of the withdrawal of a complaint about the conduct of a police officer, the chief of police or board, as the case may be, shall, within 30 days after receiving the notice of withdrawal from the Independent Police Review Director, notify the police officer who is the subject of the complaint of the fact. 2007, c. 5, s. 10.

**Complaint may be continued**

(4) The chief of police or board may continue to deal with a complaint after the complaint is withdrawn under subsection (1) if the chief of police or board, as the case may be, determines within 30 days of receiving the notice of withdrawal that it is appropriate to do so. 2007, c. 5, s. 10.



**Same**

(5) In the case of a complaint about the conduct of a police officer, a complaint continued under subsection (4) shall be dealt with as if it had been made by the chief of police under subsection 76 (1) or by the board under subsection 77 (1), as the case may be. 2007, c. 5, s. 10.

**Notice**

(6) If the chief of police or board continues to deal with a complaint about the conduct of a police officer after it is withdrawn, the chief of police or board, as the case may be, shall, within 30 days after receiving the notice of withdrawal, notify the police officer who is the subject of the complaint of the withdrawal and the continuance of the complaint unless, in the chief of police's or board's opinion, to do so might prejudice an investigation into the matter. 2007, c. 5, s. 10.

**Withdrawal during hearing**

75. (1) Despite subsection 74 (1), a complainant may withdraw his or her complaint after a hearing in respect of the complaint has commenced, if the following persons consent to the withdrawal:

1. The Independent Police Review Director.
2. The chief of police, in the case of a complaint about the conduct of a police officer other than a chief of police or deputy chief of police.
3. The board, in the case of a complaint about the conduct of a municipal chief of police or municipal deputy chief of police. 2007, c. 5, s. 10.

**Same**

(2) Subsections 74 (2) to (6) do not apply to a complaint withdrawn in accordance with subsection (1). 2007, c. 5, s. 10.

**INTERNAL COMPLAINTS****Complaints by chief**

76. (1) A chief of police may make a complaint under this section about the conduct of a police officer employed by his or her police force, other than the deputy chief of police, and shall cause the complaint to be investigated and the investigation to be reported on in a written report. 2007, c. 5, s. 10; 2009, c. 30, s. 57.

**Same**

(2) A chief of police who makes a complaint under subsection (1) is not a complainant for the purposes of this Part. 2007, c. 5, s. 10.

**Notice**

(3) Upon making a complaint about the conduct of a police officer, the chief of police shall promptly give notice of the substance of the complaint to the police officer unless, in the chief of police's opinion, to do so might prejudice an investigation into the matter. 2007, c. 5, s. 10.

**Investigation assigned to another police force**

(4) A municipal chief of police may, with the approval of the board and on written notice to the Commission, ask the chief of police of another police force to cause the

complaint to be investigated and to report, in writing, back to him or her at the expense of the police force to which the complaint relates. 2007, c. 5, s. 10.

#### **Same, re O.P.P. officer**

(5) In the case of a complaint about the conduct of a police officer who is a member of the Ontario Provincial Police, the Commissioner may, on written notice to the Commission, ask the chief of police of another police force to cause the complaint to be investigated and to report, in writing, back to him or her at the expense of the Ontario Provincial Police. 2007, c. 5, s. 10.

#### **Same, more than one force involved**

(6) If the complaint is about an incident that involved the conduct of two or more police officers who are members of different police forces, the chiefs of police whose police officers are the subjects of the complaint shall agree on which police force, which may be one of the police forces whose police officer is a subject of the complaint or another police force, is to investigate the complaint and report, in writing, back to the other chief or chiefs of police and how the cost of the investigation is to be shared. 2007, c. 5, s. 10.

#### **Same**

(7) If the chiefs of police cannot agree under subsection (6), the Commission shall decide how the cost of the investigation is to be shared and,

- (a) shall decide which of the chiefs of police whose police officer is a subject of the complaint shall cause the complaint to be investigated and report in writing back to the other chief or chiefs of police; or
- (b) shall ask another chief of police to cause the complaint to be investigated and to report back in writing to the chiefs of police. 2007, c. 5, s. 10.

#### **Unsubstantiated complaint**

(8) If at the conclusion of the investigation and on review of the written report submitted to him or her the chief of police is of the opinion that the complaint is unsubstantiated, the chief of police shall take no action in response to the complaint and shall notify the police officer who is the subject of the complaint in writing of the decision, together with a copy of the written report. 2007, c. 5, s. 10.

#### **Hearing to be held**

(9) Subject to subsection (10), if at the conclusion of the investigation and on review of the written report submitted to him or her the chief of police believes on reasonable grounds that the police officer's conduct constitutes misconduct as defined in section 80 or unsatisfactory work performance, he or she shall hold a hearing into the matter. 2007, c. 5, s. 10.

#### **Informal resolution**

(10) If at the conclusion of the investigation and on review of the written report submitted to him or her the chief of police is of the opinion that there was misconduct or unsatisfactory work performance but that it was not of a serious nature, the chief of police may resolve the matter informally without holding a hearing, if the police officer consents to the proposed resolution. 2007, c. 5, s. 10.

#### **Consent of police officer**



(11) A police officer who consents to a proposed resolution under subsection (10) may revoke the consent by notifying the chief of police in writing of the revocation no later than 12 business days after the day on which the consent is given. 2007, c. 5, s. 10.

### **Disposition without a hearing**

(12) If an informal resolution of the matter is attempted but not achieved, the following rules apply:

1. The chief of police shall provide the police officer with reasonable information concerning the matter and shall give him or her an opportunity to reply, orally or in writing.
2. Subject to paragraph 3, the chief of police may impose on the police officer a penalty described in clause 85 (1) (d), (e) or (f) or any combination thereof and may take any other action described in subsection 85 (7) and may cause an entry concerning the matter, the penalty imposed or action taken and the police officer's reply to be made in his or her employment record.
3. If the police officer refuses to accept the penalty imposed or action taken, the chief of police shall not impose a penalty or take any other action or cause any entry to be made in the police officer's employment record, but shall hold a hearing under subsection (9). 2007, c. 5, s. 10.

### **Employment record expunged**

(13) An entry made in the police officer's employment record under paragraph 2 of subsection (12) shall be expunged from the record two years after being made if during that time no other entries concerning misconduct or unsatisfactory work performance have been made in the record under this Part. 2007, c. 5, s. 10.

### **Agreement**

(14) Nothing in this section affects agreements between boards and police officers or associations that permit penalties or actions other than those permitted by this section, if the police officer in question consents, without a hearing under subsection (9). 2007, c. 5, s. 10.

### **Complaints by board**

77. (1) A board may make a complaint under this section about the conduct of the municipal chief of police or municipal deputy chief of police and shall review such complaint. 2007, c. 5, s. 10.

### **Same**

(2) A board that makes a complaint under subsection (1) is not a complainant for the purposes of this Part. 2007, c. 5, s. 10.

### **Notice**

(3) Upon making a complaint about the conduct of a chief of police or deputy chief of police, the board shall promptly give notice of the substance of the complaint to the chief of police or deputy chief of police unless, in the board's opinion, to do so might prejudice an investigation into the matter. 2007, c. 5, s. 10.

### **Investigation assigned to another police force**

(4) If at the conclusion of the review the board is of the opinion that the chief of police's or deputy chief of police's conduct may constitute an offence under a law of Canada or of a province or territory, or misconduct as defined in section 80 or unsatisfactory work performance, the board shall ask the Commission to assign the chief of police of another police force to cause the complaint to be investigated promptly and the investigation to be reported on in a written report at the board's expense. 2007, c. 5, s. 10.

#### **Unsubstantiated complaint**

(5) If at the conclusion of the investigation conducted by another police force the chief of police of the other police force is of the opinion that the complaint is unsubstantiated, the chief of police shall report that opinion in writing to the board and the board shall take no action in response to the complaint and shall notify the chief of police or deputy chief of police who is the subject of the complaint in writing of the decision, together with a copy of the written report. 2007, c. 5, s. 10.

#### **Matter referred to board**

(6) If at the conclusion of the investigation conducted by another police force the chief of police of the other police force believes on reasonable grounds that the conduct of the chief of police or deputy chief of police under investigation constitutes misconduct or unsatisfactory work performance, he or she shall refer the matter, together with the written report, to the board. 2007, c. 5, s. 10.

#### **Board or Commission to hold hearing**

(7) Subject to subsection (8), the board shall hold a hearing into a matter referred to it under subsection (6) or may refer the matter to the Commission to hold the hearing. 2007, c. 5, s. 10.

#### **Informal resolution**

(8) If on a review of the written report the board is of the opinion that there was misconduct or unsatisfactory work performance but that it was not of a serious nature, the board may resolve the matter informally without holding a hearing if the chief of police or deputy chief of police consents to the proposed resolution. 2007, c. 5, s. 10.

#### **Disposition without a hearing**

(9) If an informal resolution of the matter is attempted but not achieved, the following rules apply:

1. The board shall provide the chief of police or deputy chief of police with reasonable information concerning the matter and shall give him or her an opportunity to reply, orally or in writing.
2. Subject to paragraph 3, the board may impose on the chief of police or deputy chief of police a penalty described in clause 85 (2) (d), (e) or (f) or any combination thereof and may take any other action described in subsection 85 (7) and may cause an entry concerning the matter, the penalty imposed or action taken and the chief of police's or deputy chief of police's reply to be made in his or her employment record.
3. If the chief of police or deputy chief of police refuses to accept the penalty imposed or action taken, the board shall not impose a penalty or take any other action or

cause any entry to be made in the employment record, but shall hold a hearing, or refer the matter to the Commission to hold a hearing, under subsection (7). 2007, c. 5, s. 10.

### **Employment record expunged**

(10) An entry made in the chief of police's or deputy chief of police's employment record under paragraph 2 of subsection (9) shall be expunged from the record two years after being made if during that time no other entries concerning misconduct or unsatisfactory work performance have been made in the record under this Part. 2007, c. 5, s. 10.

### **Agreement**

(11) Nothing in this section affects agreements between boards and chiefs of police or deputy chiefs of police that permit penalties or actions other than those permitted by this section, if the chief of police or deputy chief of police in question consents, without a hearing under subsection (7). 2007, c. 5, s. 10.

### **Internal complaints may be directed**

78. (1) The Commission may, in respect of a complaint made by a chief of police under section 76 or by a board under section 77, at any stage in the complaints process direct the chief of police or board, as the case may be, to deal with the complaint as it specifies or assign the review or investigation of the complaint or the conduct of a hearing in respect of the complaint to a police force other than the police force to which the complaint relates. 2007, c. 5, s. 10.

### **Duty**

(2) If the Commission directs that a complaint is to be dealt with as specified, the chief of police or board, as the case may be, shall promptly so deal with the complaint. 2007, c. 5, s. 10.

### **Costs**

(3) If the Commission assigns the review or investigation of a complaint or the conduct of a hearing in respect of a complaint to a police force, the police force to which the complaint relates shall pay the costs of the review, investigation or hearing incurred by the police force to which the matter is assigned. 2007, c. 5, s. 10.

## **OFFENCES**

### **Offences re complaints**

79. (1) No person shall harass, coerce or intimidate, or attempt to harass, coerce or intimidate, any other person in relation to a complaint that is made under this Part. 2007, c. 5, s. 10.

### **Same**

(2) No person shall intentionally hinder or obstruct or attempt to hinder or obstruct the Independent Police Review Director or an investigator appointed by the Independent Police Review Director in the performance of his or her duties under this Act, or furnish him or her with false information. 2007, c. 5, s. 10.

### **Penalty**

(3) A person who contravenes subsection (1) or (2) is guilty of an offence and on conviction is liable to a fine of not more than \$2,000 or to imprisonment for a term of not more than one year, or to both. 2007, c. 5, s. 10.

### **Consent of Attorney General required**

(4) No prosecution shall be instituted under this section without the consent of the Attorney General. 2007, c. 5, s. 10.

## **MISCONDUCT**

### **Misconduct**

80. (1) A police officer is guilty of misconduct if he or she,

- (a) commits an offence described in a prescribed code of conduct;
- (b) contravenes section 46 (political activity);
- (c) engages in an activity that contravenes subsection 49 (1) (secondary activities) without the permission of his or her chief of police or, in the case of a municipal chief of police, without the permission of the board, being aware that the activity may contravene that subsection;
- (d) contravenes subsection 55 (5) (resignation during emergency);
- (e) commits an offence described in subsection 79 (1) or (2) (offences, complaints);
- (f) contravenes section 81 (inducing misconduct, withholding services);
- (g) contravenes section 117 (trade union membership);
- (h) deals with personal property, other than money or a firearm, in a manner that is not consistent with section 132;
- (i) deals with money in a manner that is not consistent with section 133;
- (j) deals with a firearm in a manner that is not consistent with section 134;
- (k) contravenes a regulation made under paragraph 15 (equipment), 16 (use of force), 17 (standards of dress, police uniforms), 20 (police pursuits) or 21 (records) of subsection 135 (1). 2007, c. 5, s. 10.

### **Off-duty conduct**

(2) A police officer shall not be found guilty of misconduct under subsection (1) if there is no connection between the conduct and either the occupational requirements for a police officer or the reputation of the police force. 2007, c. 5, s. 10.

### **Inducing misconduct and withholding services**

#### **Inducing misconduct**

81. (1) No person shall,

- (a) induce or attempt to induce a member of a police force to withhold his or her services; or
- (b) induce or attempt to induce a police officer to commit misconduct. 2007, c. 5, s. 10.

#### **Withholding services**

(2) No member of a police force shall withhold his or her services. 2007, c. 5, s. 10.

### **Offence**

(3) A person who contravenes subsection (1) or (2) is guilty of an offence and on conviction is liable to a fine of not more than \$2,000 or to imprisonment for a term of not more than one year, or to both. 2007, c. 5, s. 10.

### **Consent of Solicitor General**

(4) No prosecution shall be instituted under this section without the consent of the Solicitor General. 2007, c. 5, s. 10.

## **HEARINGS**

### **Prosecutor at hearing**

82. (1) The chief of police shall designate to be the prosecutor at a hearing held under subsection 66 (3), 68 (5) or 76 (9),

- (a) a police officer from any police force of a rank equal to or higher than that of the police officer who is the subject of the hearing; or
- (b) a person authorized under the *Law Society Act* to be a prosecutor at the hearing. 2007, c. 5, ss. 10, 13 (4).

### **Same**

(2) A police officer from another police force may be the prosecutor at the hearing only with the approval of his or her chief of police. 2007, c. 5, s. 10.

### **Same**

(3) The board or Commission shall designate to be the prosecutor at a hearing held under subsection 69 (8) or 77 (7), as the case may be, a person authorized under the *Law Society Act* to be a prosecutor at the hearing, and the board shall pay the prosecutor's remuneration regardless of whether the prosecutor is designated by the board or by the Commission. 2007, c. 5, s. 13 (5).

### **Hearings, procedure**

83. (1) A hearing held under subsection 66 (3), 68 (5), 69 (8), 76 (9) or 77 (7) shall be conducted in accordance with the *Statutory Powers Procedure Act*. 2007, c. 5, s. 10.

### **Application of this section**

(2) Subsections (3), (4), (5), (6), (11), (12), (13), (14), (15) and (16) apply to any hearing held under this Part. 2007, c. 5, s. 10.

### **Parties**

(3) The parties to the hearing are the prosecutor, the police officer who is the subject of the hearing and, if the complaint was made by a member of the public, the complainant. 2007, c. 5, s. 10.

### **Notice and right to representation**

(4) The parties to the hearing shall be given reasonable notice of the hearing, and each party may be represented by a person authorized under the *Law Society Act* to represent the party. 2007, c. 5, s. 13 (6).

### **Examination of evidence**

(5) Before the hearing, the police officer and the complainant, if any, shall each be given an opportunity to examine any physical or documentary evidence that will be produced or any report whose contents will be given in evidence. 2007, c. 5, s. 10.

#### **Police officer not required to give evidence**

(6) The police officer who is the subject of the hearing shall not be required to give evidence at the hearing. 2007, c. 5, s. 10.

#### **Non-compellability**

(7) No person shall be required to testify in a civil proceeding with regard to information obtained in the course of his or her duties under this Part, except at a hearing held under this Part. 2007, c. 5, s. 10.

#### **Inadmissibility of documents**

(8) No document prepared as the result of a complaint made under this Part is admissible in a civil proceeding, except at a hearing held under this Part. 2007, c. 5, s. 10.

#### **Inadmissibility of statements**

(9) No statement made during an attempt at informal resolution of a complaint under this Part is admissible in a civil proceeding, including a proceeding under subsection 66 (10), 69 (12), 76 (12) or 77 (9), or a hearing under this Part, except with the consent of the person who made the statement. 2007, c. 5, s. 10.

#### **Recording of evidence**

(10) The oral evidence given at the hearing shall be recorded and copies of transcripts shall be provided on the same terms as in the Superior Court of Justice. 2007, c. 5, s. 10.

#### **Release of exhibits**

(11) Within a reasonable time after the matter has been finally determined, documents and things put in evidence at the hearing shall, on request, be released to the person who produced them. 2007, c. 5, s. 10.

#### **No communication without notice**

(12) Subject to subsection (13), the person conducting the hearing shall not communicate directly or indirectly in relation to the subject matter of the hearing with any person, unless the parties receive notice and have an opportunity to participate. 2007, c. 5, ss. 10, 13 (7).

#### **Exception**

(13) The person conducting the hearing may seek legal advice from an advisor independent of the parties, and in that case the nature of the advice shall be communicated to them so that they may make submissions as to the law. 2007, c. 5, s. 10.

#### **If Crown Attorney consulted**

(14) If a Crown Attorney has been consulted, the person conducting the hearing may proceed to deal with the part of the complaint that, in his or her opinion, constitutes misconduct as defined in section 80 or unsatisfactory work performance, unless the Crown Attorney directs otherwise. 2007, c. 5, s. 10.

#### **Hearing to continue**



(15) If the police officer who is the subject of the hearing is charged with an offence under a law of Canada or of a province or territory in connection with the conduct that was the subject of the complaint, the hearing shall continue unless the Crown Attorney advises the chief of police or board, as the case may be, that it should be stayed until the conclusion of the proceedings dealing with the offence. 2007, c. 5, s. 10.

### **Photography at hearing**

(16) Subsections 136 (1), (2) and (3) of the *Courts of Justice Act* (photography at court hearing) apply with necessary modifications to the hearing and a person who contravenes subsection 136 (1), (2) or (3) of the *Courts of Justice Act*, as it is made to apply by this subsection, is guilty of an offence and on conviction is liable to a fine of not more than \$2,000. 2007, c. 5, s. 10.

### **Six-month limitation period, exception**

(17) If six months have elapsed since the day described in subsection (18), no notice of hearing shall be served unless the board, in the case of a municipal police officer, or the Commissioner, in the case of a member of the Ontario Provincial Police, is of the opinion that it was reasonable, under the circumstances, to delay serving the notice of hearing. 2007, c. 5, s. 10.

### **Same**

(18) The day referred to in subsection (17) is,

- (a) in the case of a hearing in respect of a complaint made under this Part by a member of the public about the conduct of a police officer other than a chief of police or deputy chief of police,
  - (i) the day on which the chief of police received the complaint referred to him or her by the Independent Police Review Director under clause 61 (5) (a) or (b), or
  - (ii) the day on which the complaint was retained by the Independent Police Review Director under clause 61 (5) (c);
- (b) in the case of a hearing in respect of a complaint made under this Part by a member of the public about the conduct of a chief of police or deputy chief of police, the day on which the board received the complaint referred to it by the Independent Police Review Director under subsection 61 (8); or
- (c) in the case of a hearing in respect of a complaint made under this Part by a chief of police or board, the day on which the facts on which the complaint is based first came to the attention of the chief of police or board, as the case may be. 2007, c. 5, s. 10.

### **Findings and disposition**

84. (1) If at the conclusion of a hearing under subsection 66 (3), 68 (5) or 76 (9) held by the chief of police, misconduct as defined in section 80 or unsatisfactory work performance is proved on clear and convincing evidence, the chief of police shall take any action described in section 85. 2007, c. 5, s. 10.

### **Same**

(2) If at the conclusion of a hearing under subsection 69 (8) or 77 (7) held by the board, misconduct as defined in section 80 or unsatisfactory work performance is proved on clear and convincing evidence, the board shall take any action described in section 85. 2007, c. 5, s. 10.

**Same**

(3) If at the conclusion of a hearing under subsection 69 (8) or 77 (7) held by the Commission, misconduct as defined in section 80 or unsatisfactory work performance is proved on clear and convincing evidence, the Commission shall, subject to subsection (4), direct the board in writing to take such action described in section 85 as the Commission specifies. 2007, c. 5, s. 10.

**Notice needed**

(4) The Commission shall not direct the board to impose the penalties of dismissal or demotion unless the notice of hearing or a subsequent notice served on the chief of police or deputy chief of police indicated that they might be imposed if the complaint were proved on clear and convincing evidence. 2007, c. 5, s. 10.

**Powers at conclusion of hearing by chief of police, board or Commission**

85. (1) Subject to subsection (4), the chief of police may, under subsection 84 (1),

- (a) dismiss the police officer from the police force;
- (b) direct that the police officer be dismissed in seven days unless he or she resigns before that time;
- (c) demote the police officer, specifying the manner and period of the demotion;
- (d) suspend the police officer without pay for a period not exceeding 30 days or 240 hours, as the case may be;
- (e) direct that the police officer forfeit not more than three days or 24 hours pay, as the case may be;
- (f) direct that the police officer forfeit not more than 20 days or 160 hours off, as the case may be; or
- (g) impose on the police officer any combination of penalties described in clauses (c), (d), (e) and (f). 2007, c. 5, s. 10.

**Same**

(2) Subject to subsection (4), the board may, under subsection 84 (2),

- (a) dismiss the chief of police or deputy chief of police from the police force;
- (b) direct that the chief of police or deputy chief of police be dismissed in seven days unless he or she resigns before that time;
- (c) demote the chief of police or deputy chief of police, specifying the manner and period of the demotion;
- (d) suspend the chief of police or deputy chief of police without pay for a period not exceeding 30 days or 240 hours, as the case may be;



- (e) direct that the chief of police or deputy chief of police forfeit not more than three days or 24 hours pay, as the case may be;
- (f) direct that the chief of police or deputy chief of police forfeit not more than 20 days or 160 hours off, as the case may be;
- (g) impose on the chief of police or deputy chief of police any combination of penalties described in clauses (c), (d), (e) and (f). 2007, c. 5, s. 10.

**Same**

(3) The board shall promptly take any action that the Commission directs it to take under subsection 84 (3). 2007, c. 5, s. 10.

**Notice needed**

(4) The chief of police or board, as the case may be, shall not impose the penalties of dismissal or demotion under subsection (1) or (2) unless the notice of hearing or a subsequent notice served on the chief of police, deputy chief of police or other police officer indicated that they might be imposed if the complaint were proved on clear and convincing evidence. 2007, c. 5, s. 10.

**Calculation of penalties**

(5) Penalties imposed under clauses (1) (d), (e) and (f) and (2) (d), (e) and (f) shall be calculated in terms of days if the chief of police, deputy chief of police or other police officer normally works eight hours a day or less and in terms of hours if he or she normally works more than eight hours a day. 2007, c. 5, s. 10.

**Same**

(6) If a penalty is imposed under clause (1) (e) or (2) (e), the chief of police, deputy chief of police or other police officer, as the case may be, may elect to satisfy the penalty by working without pay or by applying the penalty to his or her vacation or overtime credits or entitlements. 2007, c. 5, s. 10.

**Additional powers**

(7) In addition to or instead of a penalty described in subsection (1) or (2), the chief of police or board, as the case may be, may under subsection 84 (1) or (2),

- (a) reprimand the chief of police, deputy chief of police or other police officer;
- (b) direct that the chief of police, deputy chief of police or other police officer undergo specified counselling, treatment or training;
- (c) direct that the chief of police, deputy chief of police or other police officer participate in a specified program or activity;
- (d) take any combination of actions described in clauses (a), (b) and (c). 2007, c. 5, s. 10.

**Notice of decision**

(8) The chief of police or board, as the case may be, shall promptly give written notice of any penalty imposed or action taken under subsection (1), (2), (3) or (7), with reasons,

- (a) to the chief of police, deputy chief of police or other police officer who is the subject of the complaint;

- (b) in the case of a penalty imposed or action taken by a municipal chief of police, to the board; and
- (c) in the case of a penalty imposed or action taken in respect of a complaint made by a member of the public, to the complainant. 2007, c. 5, s. 10.

**Employment record**

(9) The chief of police or board, as the case may be, may cause an entry concerning the matter, the action taken and the reply of the chief of police, deputy chief of police or other police officer against whom the action is taken, to be made in his or her employment record, but no reference to the allegations of the complaint or the hearing shall be made in the employment record, and the matter shall not be taken into account for any purpose relating to his or her employment unless,

- (a) misconduct as defined in section 80 or unsatisfactory work performance is proved on clear and convincing evidence; or
- (b) the chief of police, deputy chief of police or other police officer resigns before the matter is finally disposed of. 2007, c. 5, s. 10.

**Restriction on employment**

(10) No person who is dismissed under section 84, or who resigns following a direction under section 84, may be employed as a member of a police force unless five years have passed since the dismissal or resignation. 2007, c. 5, s. 10; 2009, c. 33, Sched. 2, s. 60 (2).

**Decisions to be publicly available**

86. (1) The chief of police shall ensure that every decision made after a hearing held under subsection 66 (3) or 68 (5) is made available to the public in the manner that he or she considers appropriate in the circumstances, and shall give a copy of every such decision to the Independent Police Review Director. 2007, c. 5, s. 10.

**Same**

(2) The board shall ensure that every decision made by it after a hearing held under subsection 69 (8) is made available to the public in the manner that it considers appropriate in the circumstances, and shall give a copy of every such decision to the Independent Police Review Director. 2007, c. 5, s. 10.

**Same**

(3) On receiving a copy of a decision from the chief of police or board, the Independent Police Review Director shall publish the decision by posting it on the Internet. 2007, c. 5, s. 10.

**Appeal to Commission**

87. (1) A police officer or complainant, if any, may, within 30 days of receiving notice of the decision made after a hearing held under subsection 66 (3), 68 (5) or 76 (9) by the chief of police or under subsection 69 (8) or 77 (7) by the board, appeal the decision to the Commission by serving on the Commission a written notice stating the grounds on which the appeal is based. 2007, c. 5, s. 10.

**Commission to hold hearing**

(2) The Commission shall hold a hearing upon receiving a notice under subsection (1) from a police officer. 2007, c. 5, s. 10.

#### **Same**

(3) The Commission shall hold a hearing upon receiving a notice under subsection (1) from a complainant if the appeal is from the finding that misconduct or unsatisfactory work performance was not proved on clear and convincing evidence. 2007, c. 5, s. 10.

#### **Commission may hold hearing**

(4) The Commission may hold a hearing, if it considers it appropriate, upon receiving a notice under subsection (1) from a complainant with respect to an appeal other than an appeal described in subsection (3). 2007, c. 5, s. 10.

#### **Appeal on the record**

(5) A hearing held under this section shall be an appeal on the record, but the Commission may receive new or additional evidence as it considers just. 2007, c. 5, s. 10.

#### **Solicitor General may be heard**

(6) The Solicitor General is entitled to be heard, by counsel or otherwise, on the argument of the appeal. 2007, c. 5, s. 10.

#### **Independent Police Review Director may be heard**

(7) The Independent Police Review Director is entitled to be heard, by counsel or otherwise, on the argument of the appeal of a decision made in respect of a complaint made by a member of the public. 2007, c. 5, s. 10.

#### **Powers of Commission**

(8) After holding a hearing on an appeal, the Commission may,

- (a) confirm, vary or revoke the decision being appealed;
- (b) substitute its own decision for that of the chief of police or the board, as the case may be;
- (c) in the case of an appeal from a decision of a chief of police, order a new hearing before the chief of police under subsection 66 (3), 68 (5) or 76 (9), as the case may be; or
- (d) in the case of an appeal from a decision of a board, order a new hearing before the board under subsection 69 (8) or 77 (7), as the case may be. 2007, c. 5, s. 10.

#### **Appeal to Divisional Court**

88. (1) A party to a hearing held by the Commission under subsection 69 (8) or 77 (7) may appeal the Commission's decision to the Divisional Court within 30 days of receiving notice of the Commission's decision. 2007, c. 5, s. 10.

#### **Grounds for appeal**

(2) An appeal may be made on a question that is not a question of fact alone, from a penalty imposed or from any other action taken, or all of them. 2007, c. 5, s. 10.

#### **Solicitor General may be heard**

(3) The Solicitor General is entitled to be heard, by counsel or otherwise, on the argument of the appeal. 2007, c. 5, s. 10.

**Independent Police Review Director may be heard**

(4) The Independent Police Review Director is entitled to be heard, by counsel or otherwise, on the argument of the appeal of a decision made in respect of a complaint made by a member of the public. 2007, c. 5, s. 10.

**SUSPENSION****Suspension**

89. (1) If a police officer, other than a chief of police or deputy chief of police, is suspected of or charged with an offence under a law of Canada or of a province or territory or is suspected of misconduct as defined in section 80, the chief of police may suspend him or her from duty with pay. 2007, c. 5, s. 10.

**Same**

(2) If a chief of police or deputy chief of police is suspected of or charged with an offence under a law of Canada or of a province or territory or is suspected of misconduct as defined in section 80, the board may suspend him or her from duty with pay. 2007, c. 5, s. 10.

**Revocation and reimposition of suspension**

(3) The chief of police or board may revoke the suspension and later reimpose it, repeatedly if necessary, as the chief of police or board, as the case may be, considers appropriate. 2007, c. 5, s. 10.

**Duration of suspension**

(4) Unless the chief of police or board revokes the suspension, it shall continue until the final disposition of the proceeding in which the chief of police's, deputy chief of police's or other police officer's conduct is at issue. 2007, c. 5, s. 10.

**Conditions of suspension**

(5) While suspended, the chief of police, deputy chief of police or other police officer shall not exercise any of the powers vested in him or her as a chief of police, deputy chief of police or police officer, or wear or use clothing or equipment that was issued to him or her in that capacity. 2007, c. 5, s. 10.

**Suspension without pay**

(6) If a chief of police, deputy chief of police or other police officer is convicted of an offence and sentenced to a term of imprisonment, the chief of police or board, as the case may be, may suspend him or her without pay, even if the conviction or sentence is under appeal. 2007, c. 5, s. 10.

**Earnings from other employment**

(7) If a chief of police, deputy chief of police or other police officer is suspended with pay, the pay for the period of suspension shall be reduced by the amount that he or she earns from other employment during that period. 2007, c. 5, s. 10.

**Exception**

(8) Subsection (7) does not apply to earnings from other employment that was commenced before the period of suspension. 2007, c. 5, s. 10.

**RESIGNATIONS AND TERMINATIONS**

**Resignation of police officer**

90. (1) If at any time after a complaint about the conduct of a police officer is made under this Part and before the complaint is finally disposed of the police officer resigns, no further action shall be taken under this Part in respect of the complaint after the date of resignation. 2007, c. 5, s. 10.

**Notice**

(2) If the complaint referred to in subsection (1) was made under this Part by a member of the public, notice of the resignation shall be given promptly after the resignation to the complainant and the Independent Police Review Director by,

- (a) the board of the police force from which the police officer resigned, in the case of the resignation of a municipal chief of police or municipal deputy chief of police; or
- (b) the chief of police of the police force from which the police officer resigned, in the case of the resignation of a police officer other than a chief of police or deputy chief of police. 2007, c. 5, s. 10.

**Exception**

(3) Despite subsection (1), if the police officer who resigned is employed by a police force within five years of the date of resignation, this Part shall apply to the police officer in accordance with the regulations. 2007, c. 5, s. 10.

**Deemed employment**

(4) In the circumstances described in subsection (3), if the police officer is employed with a police force other than the police force from which he or she resigned, the police officer is deemed, for the purposes of the complaints process under this Part, to be employed with the police force from which he or she resigned, except that an action that shall be taken with respect to the matter by a chief of police under subsection 84 (1) or by a board under subsection 84 (2) or 85 (3) after the complaints process is resumed shall be taken by the chief of police or board, as the case may be, of the police force in which the police officer is employed following the resignation. 2007, c. 5, s. 10.

**Exception, officers appointed under the *Interprovincial Policing Act, 2009***

(5) This section does not apply to a police officer appointed under the *Interprovincial Policing Act, 2009*. 2009, c. 30, s. 58.

**Termination of officers appointed under the *Interprovincial Policing Act, 2009***

90.1 This Part applies to a police officer appointed under the *Interprovincial Policing Act, 2009* even after his or her appointment under that Act is terminated. 2009, c. 30, s. 59.

**PERFORMANCE AUDITS****Performance audits conducted by boards**

91. (1) The Independent Police Review Director may, at any time, require that a board submit to him or her a performance audit, conducted by an independent auditor at the board's expense, of the board's administration of complaints made under this Part by members of the public. 2007, c. 5, s. 10.

**Same**

(2) The performance audit shall be conducted in accordance with such directions that the Independent Police Review Director may give, if any. 2007, c. 5, s. 10.

### **Performance audits conducted by Independent Police Review Director**

92. The Independent Police Review Director may, from time to time, conduct a performance audit of any aspect of the administration of complaints made under this Part by members of the public, and shall make the results of the audit publicly available. 2007, c. 5, s. 10.

## **GENERAL MATTERS**

### **Informal complaint resolution**

93. (1) If at any time during an investigation under this Part into a complaint about the conduct of a police officer other than a chief of police or deputy chief of police the conduct appears to be obviously conduct that is not of a serious nature, the chief of police of the police force to which the complaint relates may resolve the matter informally, if the police officer and the complainant, if any, consent to the proposed resolution. 2007, c. 5, s. 10.

#### **Same**

(2) In the case of a complaint made by a member of the public, the chief of police shall not resolve the matter informally under subsection (1) without the approval of the Independent Police Review Director. 2007, c. 5, s. 10.

#### **Same**

(3) If at any time during a review or investigation under this Part into a complaint about the conduct of a municipal chief of police or municipal deputy chief of police the conduct appears to be obviously conduct that is not of a serious nature, the board may resolve the matter informally, if the chief of police or deputy chief of police and the complainant, if any, consent to the proposed resolution. 2007, c. 5, s. 10.

#### **Notice**

(4) If a complaint made by a member of the public is informally resolved under subsection (1) or (3), the chief of police or board, as the case may be, shall give notice to the Independent Police Review Director of the resolution, and shall provide to the Independent Police Review Director any other information respecting the resolution of the complaint that he or she may require. 2007, c. 5, s. 10.

### **Consent of police officer or complainant**

(5) A police officer or a complainant who consents to a proposed resolution under subsection (1) may revoke the consent by notifying the chief of police and, in the case of a complaint made by a member of the public, the Independent Police Review Director, in writing of the revocation no later than 12 business days after the day on which the consent is given. 2007, c. 5, s. 10.

### **Non-application of this Part**

(6) No other provisions of this Part apply in respect of an informal resolution under subsection (1) or (3), except subsection 83 (9). 2007, c. 5, s. 10.

### **Delegation of chief's powers and duties**



94. (1) A chief of police may delegate the following powers and duties to a police officer or a former police officer of the rank of inspector or higher, a judge or retired judge, or such other person as may be prescribed:

1. Conducting a hearing under subsection 66 (3), 68 (5) or 76 (9) and taking an action under subsection 84 (1), if that subsection applies.
2. Acting under subsections 66 (4) and (10), subsection 68 (6) or subsections 76 (10) and (12). 2007, c. 5, s. 10.

**Same**

(2) A person to whom the chief of police may delegate under subsection (1) may only act as a delegate if he or she meets the prescribed qualifications, conditions or requirements, if any. 2007, c. 5, s. 10.

**Same**

(3) If a chief of police delegates the powers and duties described in paragraph 1 of subsection (1) to a police officer from another police force of the rank of inspector or higher, that police officer may only act as a delegate with the approval of his or her chief of police. 2007, c. 5, s. 10.

**Same**

(4) A chief of police may delegate his or her powers and duties under this Part, other than the powers and duties described in subsection (1), to any member of any police force. 2007, c. 5, s. 10.

**Confidentiality**

95. Every person engaged in the administration of this Part shall preserve secrecy with respect to all information obtained in the course of his or her duties under this Part and shall not communicate such information to any other person except,

- (a) as may be required in connection with the administration of this Act and the regulations;
- (b) to his or her counsel;
- (c) as may be required for law enforcement purposes; or
- (d) with the consent of the person, if any, to whom the information relates. 2007, c. 5, s. 10.

**Notice**

96. (1) Where a notice, referral, request or other document is required to be given to or served on a person or body under this Part, it may be given or served personally, by mail, by fax or other electronic transmission, or by some other method that allows proof of receipt. 2007, c. 5, s. 10.

**Deemed receipt**

(2) A notice, referral, request or other document is deemed to be received by the person or body as follows, unless the person or body establishes that the person or body did not, acting in good faith, through absence, accident, illness or other cause beyond the person's or body's control, receive the notice as deemed:



1. In the case of mail, on the fifth day after the document is mailed.
2. In the case of fax or other electronic transmission, on the day after the document is sent or, if that day is a Saturday or a holiday, on the next day that is not a Saturday or a holiday. 2007, c. 5, s. 10.

***Ombudsman Act does not apply***

[97.](#) The *Ombudsman Act* does not apply to anything done under this Part. 2007, c. 5, s. 10.

**Transition**

[98. \(1\)](#) Complaints made under the old Part V shall continue to be dealt with in accordance with the old Part V. 2007, c. 5, s. 10.

**Same**

[\(2\)](#) If a complaint about a policy of or service provided by a police force or the conduct of a police officer is made on or after the day the old Part V is repealed, but the event to which the complaint relates occurred before the repeal of the old Part V, the complaint shall be dealt with in accordance with the old Part V. 2007, c. 5, s. 10.

**Definition**

[\(3\)](#) In this section,

“old Part V” means Part V of this Act, as it read immediately before its repeal by section 10 of the *Independent Police Review Act, 2007*. 2007, c. 5, s. 10.

**PART VI (SS. 99-112) REPEALED: 1997, C. 8, S. 35.****PART VII  
SPECIAL INVESTIGATIONS****Special investigations unit**

[113. \(1\)](#) There shall be a special investigations unit of the Ministry of the Solicitor General. R.S.O. 1990, c. P.15, s. 113 (1).

**Composition**

[\(2\)](#) The unit shall consist of a director appointed by the Lieutenant Governor in Council on the recommendation of the Solicitor General and investigators appointed under Part III of the *Public Service of Ontario Act, 2006*. R.S.O. 1990, c. P.15, s. 113 (2); 2006, c. 35, Sched. C, s. 111 (4).

**Idem**

[\(3\)](#) A person who is a police officer or former police officer shall not be appointed as director, and persons who are police officers shall not be appointed as investigators. R.S.O. 1990, c. P.15, s. 113 (3).

**Acting director**

[\(3.1\)](#) The director may designate a person, other than a police officer or former police officer, as acting director to exercise the powers and perform the duties of the director if the director is absent or unable to act. 2009, c. 33, Sched. 2, s. 60 (3).

**Peace officers**

[\(4\)](#) The director, acting director and investigators are peace officers. R.S.O. 1990, c. P.15, s. 113 (4); 2009, c. 33, Sched. 2, s. 60 (4).

### **Investigations**

[\(5\)](#) The director may, on his or her own initiative, and shall, at the request of the Solicitor General or Attorney General, cause investigations to be conducted into the circumstances of serious injuries and deaths that may have resulted from criminal offences committed by police officers. R.S.O. 1990, c. P.15, s. 113 (5).

### **Restriction**

[\(6\)](#) An investigator shall not participate in an investigation that relates to members of a police force of which he or she was a member. R.S.O. 1990, c. P.15, s. 113 (6).

### **Charges**

[\(7\)](#) If there are reasonable grounds to do so in his or her opinion, the director shall cause informations to be laid against police officers in connection with the matters investigated and shall refer them to the Crown Attorney for prosecution. R.S.O. 1990, c. P.15, s. 113 (7).

### **Report**

[\(8\)](#) The director shall report the results of investigations to the Attorney General. R.S.O. 1990, c. P.15, s. 113 (8).

### **Co-operation of police forces**

[\(9\)](#) Members of police forces shall co-operate fully with the members of the unit in the conduct of investigations. R.S.O. 1990, c. P.15, s. 113 (9).

### **Co-operation of appointing officials**

[\(10\)](#) Appointing officials shall co-operate fully with the members of the unit in the conduct of investigations. 2009, c. 30, s. 60.

## **PART VIII LABOUR RELATIONS**

### **Definitions, Part VIII**

[114.](#) In this Part,

“Arbitration Commission” means the Ontario Police Arbitration Commission continued by subsection 131 (1); (“Commission d’arbitrage”)

“senior officer” means a member of a police force who has the rank of inspector or higher or is employed in a supervisory or confidential capacity. (“agent supérieur”) R.S.O. 1990, c. P.15, s. 114.

### **Exclusions**

#### **O.P.P.**

[115. \(1\)](#) This Part, except section 117, does not apply to the Ontario Provincial Police. R.S.O. 1990, c. P.15, s. 115 (1).

### **Chief of police and deputy**

[\(2\)](#) The working conditions and remuneration of the chief of police and deputy chief of police of a police force shall be determined under clause 31 (1) (d) (responsibilities of board) and not under this Part. R.S.O. 1990, c. P.15, s. 115 (2).

**Officers appointed under the *Interprovincial Policing Act, 2009***

[\(3\)](#) This Part does not apply to a police officer appointed under the *Interprovincial Policing Act, 2009*. 2009, c. 30, s. 61.

**Hearing re person's status**

[116. \(1\)](#) If there is a dispute as to whether a person is a member of a police force or a senior officer, any affected person may apply to the Commission to hold a hearing and decide the matter.

**Decision final**

[\(2\)](#) The Commission's decision is final. R.S.O. 1990, c. P.15, s. 116.

**Membership in trade union prohibited, exception**

[117.](#) A member of a police force shall not become or remain a member of a trade union or of an organization that is affiliated directly or indirectly with a trade union, unless the membership is required for secondary activities that do not contravene section 49 and the chief of police consents. R.S.O. 1990, c. P.15, s. 117.

**Separate bargaining, etc., separate categories**

[118. \(1\)](#) If a majority of the members of a police force, or an association that is entitled to give notices of desire to bargain, assigns the members of the police force to different categories for the purposes of this Part, bargaining, conciliation and arbitration shall be carried on as if each category were a separate police force.

**Senior officers**

[\(2\)](#) If at least 50 per cent of the senior officers of a police force belong to an association composed only of senior officers, bargaining, conciliation and arbitration shall be carried on as if the senior officers were a separate police force.

**Restriction**

[\(3\)](#) Bargaining, conciliation and arbitration may be carried on with more than two categories within a police force (apart from senior officers) only if the Commission has approved the creation of the categories. R.S.O. 1990, c. P.15, s. 118.

**Notice of desire to bargain**

[119. \(1\)](#) If no agreement exists or at any time after ninety days before an agreement would expire but for subsection 129 (1) or (2), a majority of the members of a police force may give the board notice in writing of their desire to bargain with a view to making an agreement, renewing the existing agreement, with or without modifications, or making a new agreement. R.S.O. 1990, c. P.15, s. 119 (1).

**Bargaining**

[\(2\)](#) Within fifteen days after the notice of desire to bargain is given or within the longer period that the parties agree upon, the board shall meet with a bargaining committee of the members of the police force. R.S.O. 1990, c. P.15, s. 119 (2).

**Idem**

[\(3\)](#) The parties shall bargain in good faith and make every reasonable effort to come to an agreement dealing with the remuneration, pensions, sick leave credit gratuities and grievance procedures of the members of the police force and, subject to section 126, their working conditions. R.S.O. 1990, c. P.15, s. 119 (3).

**Filing of agreement**

(4) The board shall promptly file a copy of any agreement with the Arbitration Commission. R.S.O. 1990, c. P.15, s. 119 (4).

**Association**

(5) If at least 50 per cent of the members of the police force belong to an association, it shall give the notice of desire to bargain. R.S.O. 1990, c. P.15, s. 119 (5).

**Municipal plans, notice to Minister**

(6) If the notice of desire to bargain involves pensions under a pension plan established or to be established under the *Municipal Act, 2001* or the *City of Toronto Act, 2006*, as the case may be, it shall also be given to the Minister of Municipal Affairs and Housing, who may determine the maximum pension benefits that may be included in any agreement or award with respect to the pension plan. R.S.O. 1990, c. P.15, s. 119 (6); 2002, c. 17, Sched. F, Table; 2006, c. 32, Sched. C, s. 49.

**Bargaining committee**

120. (1) The members of the bargaining committee shall be members of the police force.

**Counsel and advisors**

(2) One legal counsel and one other advisor for each of the bargaining committee and the board may participate in the bargaining sessions.

**Police organization**

(3) If the notice of desire to bargain is given by an association that is affiliated with a police organization, or if at least 50 per cent of the members of the police force belong to a police organization, a member of the organization may attend the parties' bargaining sessions in an advisory capacity.

**Chief of police**

(4) The chief of police or, if the parties consent, another person designated by the chief of police may also attend the parties' bargaining sessions in an advisory capacity. R.S.O. 1990, c. P.15, s. 120.

**Appointment of conciliation officer**

121. (1) The Solicitor General shall appoint a conciliation officer, at a party's request, if a notice of desire to bargain has been given.

**Duty of conciliation officer**

(2) The conciliation officer shall confer with the parties and endeavour to effect an agreement and shall, within fourteen days after being appointed, make a written report of the results to the Solicitor General.

**Extension of time**

(3) The fourteen-day period may be extended if the parties agree or if the Solicitor General extends it on the advice of the conciliation officer that an agreement may be made within a reasonable time if the period is extended.

**Report**

(4) When the conciliation officer reports to the Solicitor General that an agreement has been reached or that an agreement cannot be reached, the Solicitor General shall promptly inform the parties of the report. R.S.O. 1990, c. P.15, s. 121 (1-4).

### **No arbitration until after conciliation**

(5) Neither party shall give a notice requiring matters in dispute to be referred to arbitration under section 122 until a conciliation officer has been appointed, endeavoured to effect an agreement and reported to the Solicitor General and the Solicitor General has informed the parties of the conciliation officer's report. 1997, c. 21, Sched. A, s. 5 (1).

### **Arbitration**

122. (1) If matters remain in dispute after bargaining under section 119 and conciliation under section 121, a party may give the chair of the Arbitration Commission and the other party a written notice referring the matters to arbitration. 1997, c. 21, Sched. A, s. 5 (2).

### **Composition of arbitration board**

(2) The following rules apply to the composition of the arbitration board:

1. The parties shall determine whether it shall consist of one person or of three persons. If they are unable to agree on this matter, or if they agree that the arbitration board shall consist of three persons but one of the parties then fails to appoint a person in accordance with the agreement, the arbitration board shall consist of one person.
2. If the arbitration board is to consist of one person, the parties shall appoint him or her jointly. If they are unable to agree on a joint appointment, the person shall be appointed by the chair of the Arbitration Commission.
3. If the arbitration board is to consist of three persons, the parties shall each appoint one person and shall jointly appoint a chair. If they are unable to agree on a joint appointment, the chair shall be appointed by the chair of the Arbitration Commission.
4. If the arbitration board consists of one person who was appointed by the chair of the Arbitration Commission or if the arbitration board consists of three persons and the chair was appointed by the chair of the Arbitration Commission, the chair of the Arbitration Commission shall select the method of arbitration and shall advise the arbitration board of the selection. The method selected shall be mediation-arbitration unless the chair of the Arbitration Commission is of the view that another method is more appropriate. The method selected shall not be final offer selection without mediation and it shall not be mediation-final offer selection unless the chair of the Arbitration Commission in his or her sole discretion selects that method because he or she is of the view that it is the most appropriate method having regard to the nature of the dispute. If the method selected is mediation-final offer selection, the chair of the arbitration board shall be the mediator or, if the arbitration board consists of one person, that person shall be the mediator. R.S.O. 1990, c. P.15, s. 122 (2); 1997, c. 21, Sched. A, s. 5 (3).

### **When hearings commence**

[\(3\)](#) The arbitration board shall hold the first hearing within 30 days after the chair is appointed or, if the arbitration board consists of one person, within 30 days after that person is appointed.

#### **Exception**

[\(3.1\)](#) If the method of arbitration selected by the chair of the Arbitration Commission is mediation-arbitration or mediation-final offer selection, the time limit set out in subsection (3) does not apply in respect of the first hearing but applies instead, with necessary modifications, in respect of the commencement of mediation.

#### **Time for submission of information**

[\(3.2\)](#) If the method of arbitration selected by the chair of the Arbitration Commission is mediation-arbitration or mediation-final offer selection, the chair of the arbitration board or, if the arbitration board consists of one person, that person may, after consulting with the parties, set a date after which a party may not submit information to the board unless,

- (a) the information was not available prior to the date;
- (b) the chair or, if the arbitration board consists of one person, that person permits the submission of the information; and
- (c) the other party is given an opportunity to make submissions concerning the information.

#### **Hearing**

[\(3.3\)](#) If the method of arbitration selected by the chair of the Arbitration Commission is conventional arbitration, the arbitration board shall hold a hearing, but the chair of the arbitration board or, if the arbitration board consists of one person, that person may impose limits on the submissions of the parties and the presentation of their cases.

#### **Consolidation of disputes**

[\(3.4\)](#) Disputes may be arbitrated together only if all the parties to the disputes agree.

#### **Time for decision**

[\(3.5\)](#) The arbitration board shall give a decision within 90 days after the chair is appointed or, if the arbitration board consists of one person, within 90 days after that person is appointed.

#### **Extension**

[\(3.6\)](#) The parties may agree to extend the time described in subsection (3.5), either before or after the time has passed.

#### **Remuneration and expenses**

[\(3.7\)](#) The remuneration and expenses of the members of an arbitration board shall be paid as follows:

1. A party shall pay the remuneration and expenses of a member appointed by or on behalf of the party.
2. Each party shall pay one-half of the chair's remuneration and expenses or, if the arbitration board consists of one person, one-half of that person's remuneration and expenses. 1997, c. 21, Sched. A, s. 5 (4).



**Representations by council**

[\(4\)](#) The municipal council may make representations before the arbitration board if it is authorized to do so by a resolution. R.S.O. 1990, c. P.15, s. 122 (4).

**Criteria**

[\(5\)](#) In making a decision or award, the arbitration board shall take into consideration all factors it considers relevant, including the following criteria:

1. The employer's ability to pay in light of its fiscal situation.
2. The extent to which services may have to be reduced, in light of the decision or award, if current funding and taxation levels are not increased.
3. The economic situation in Ontario and in the municipality.
4. A comparison, as between the employees and other comparable employees in the public and private sectors, of the terms and conditions of employment and the nature of the work performed.
5. The employer's ability to attract and retain qualified employees.
6. The interest and welfare of the community served by the police force.
7. Any local factors affecting that community.

**Transition**

[\(5.1\)](#) Subsection (5) does not apply if, on or before the day the *Savings and Restructuring Act, 1996* receives Royal Assent,

- (a) an oral or electronic hearing has begun; or
- (b) the arbitration board has received all the submissions, if no oral or electronic hearing is held.

**Restriction**

[\(5.2\)](#) Nothing in subsection (5) affects the powers of the arbitration board. 1996, c. 1, Sched. Q, s. 3.

**Filing of award**

[\(6\)](#) The arbitration board shall promptly file a copy of its decision or award with the Arbitration Commission. R.S.O. 1990, c. P.15, s. 122 (6).

[\(7\)](#) Repealed: 1997, c. 21, Sched. A, s. 5 (5).

**Existing proceedings discontinued**

[122.1 \(1\)](#) Proceedings before an arbitrator or arbitration board under this Act in which a hearing commenced before the date on which subsection 5 (6) of the *Public Sector Dispute Resolution Act, 1997* comes into force are terminated and any decision in such proceedings is void.

**Exception, completed proceedings**

[\(2\)](#) This section does not apply with respect to proceedings if,

- (a) a final decision is issued on or before June 3, 1997; or



- (b) a final decision is issued after June 3, 1997 and the decision is served before the date on which subsection 5 (6) of the *Public Sector Dispute Resolution Act, 1997* comes into force.

**Exception, by agreement**

(3) This section does not apply if the parties agree in writing after June 3, 1997 to continue the proceedings. 1997, c. 21, Sched. A, s. 5 (6).

**Dispute, appointment of conciliation officer**

123. (1) The Solicitor General shall appoint a conciliation officer, at a party's request, if a difference arises between the parties concerning an agreement or an arbitrator's decision or award made under this Part, or if it is alleged that an agreement or award has been violated.

**Duty of conciliation officer**

(2) The conciliation officer shall confer with the parties and endeavour to resolve the dispute and shall, within fourteen days after being appointed, make a written report of the results to the Solicitor General.

**Extension of time**

(3) The fourteen-day period may be extended if the parties agree or if the Solicitor General extends it on the advice of the conciliation officer that the dispute may be resolved within a reasonable time if the period is extended.

**Report**

(4) When the conciliation officer reports to the Solicitor General that the dispute has been resolved or that it cannot be resolved by conciliation, the Solicitor General shall promptly inform the parties of the report.

**No arbitration during conciliation**

(5) Neither party shall give a notice referring the dispute to arbitration until the Solicitor General has informed the parties of the conciliation officer's report. R.S.O. 1990, c. P.15, s. 123.

**Arbitration after conciliation fails**

124. (1) If the conciliation officer reports that the dispute cannot be resolved by conciliation, either party may give the Solicitor General and the other party a written notice referring the dispute to arbitration. R.S.O. 1990, c. P.15, s. 124 (1).

**Idem**

(2) The procedure provided by subsection (1) is available in addition to any grievance or arbitration procedure provided by the agreement, decision or award. R.S.O. 1990, c. P.15, s. 124 (2).

**Composition of arbitration board**

(3) The following rules apply to the composition of the arbitration board:

1. The parties shall determine whether it shall consist of one person or of three persons. If they are unable to agree on this matter, or if they agree that the arbitration board shall consist of three persons but one of the parties then fails to appoint a person in accordance with the agreement, the arbitration board shall consist of one person.

2. If the arbitration board is to consist of one person, the parties shall appoint him or her jointly. If they are unable to agree on a joint appointment, the person shall be appointed by the Solicitor General.
3. If the arbitration board is to consist of three persons, the parties shall each appoint one person and shall jointly appoint a chair. If they are unable to agree on a joint appointment, the chair shall be appointed by the Solicitor General. R.S.O. 1990, c. P.15, s. 124 (3).

**Time for arbitration**

[\(4\)](#) The arbitration board shall commence the arbitration within thirty days after being appointed, in the case of a one-person board, or within thirty days after the appointment of the chair, in the case of a three-person board, and shall deliver a decision within a reasonable time. R.S.O. 1990, c. P.15, s. 124 (4).

**Filing of decision**

[\(5\)](#) The arbitration board shall promptly file a copy of its decision with the Arbitration Commission. R.S.O. 1990, c. P.15, s. 124 (5).

**Costs and expenses**

[\(6\)](#) The following rules apply with respect to the costs and expenses of the arbitration:

1. The Arbitration Commission shall pay the fees of any person the Solicitor General appoints to the arbitration board.
2. Each party shall pay its own costs incurred in the arbitration, including the fees of any person it appoints to the arbitration board.
3. The parties shall share equally the costs and expenses for matters shared in common, including the fees of any person whom they jointly appoint to the arbitration board. R.S.O. 1990, c. P.15, s. 124 (6).

**Enforcement**

[\(7\)](#) After the day that is thirty days after the delivery of the decision or after the day that the decision provides for compliance, whichever is later, the arbitration board may, of its own motion, and shall, at a party's request, file a copy of the decision, in the prescribed form, with the Superior Court of Justice. R.S.O. 1990, c. P.15, s. 124 (7); 2002, c. 18, Sched. N, s. 71.

**Idem**

[\(8\)](#) The decision shall be entered in the same way as a judgment of the Superior Court of Justice and may be enforced as such. R.S.O. 1990, c. P.15, s. 124 (8); 2002, c. 18, Sched. N, s. 71.

**Extension of time**

[125.](#) The parties may agree to extend any period of time mentioned in this Part. R.S.O. 1990, c. P.15, s. 125.

**Restriction**

[126.](#) Agreements and awards made under this Part do not affect the working conditions of the members of the police force in so far as those working conditions are determined by sections 42 to 49, subsection 50 (3), Part V (except as provided in subsections 66 (13) and 76 (14)) and Part VII of this Act and by the regulations. 1997, c. 8, s. 36; 2007, c. 5, s. 11.

**Non-application of *Arbitration Act, 1991***

[127.](#) The *Arbitration Act, 1991* does not apply to arbitrations conducted under this Part. R.S.O. 1990, c. P.15, s. 127; 1997, c. 21, Sched. A, s. 5 (7).

**Agreements, decisions and awards binding**

[128.](#) Agreements, decisions and awards made under this Part bind the board and the members of the police force. R.S.O. 1990, c. P.15, s. 128.

**Duration of agreements, decisions and awards**

[129. \(1\)](#) Agreements, decisions and awards remain in effect until the end of the year in which they come into effect and thereafter continue in effect until replaced.

**Longer duration if parties agree**

[\(2\)](#) The parties to an agreement may provide that the agreement and any decisions or awards made with respect to it shall remain in effect until the end of the year following the year in which they come into effect and thereafter shall continue in effect until replaced. R.S.O. 1990, c. P.15, s. 129.

**Provision for expenditures**

[130. \(1\)](#) If, when the council is adopting its annual estimates, a notice of desire to bargain has been given but there is not yet an agreement, decision or award, the council shall make such provision for the payment of expenditures that will result from the expected agreement, decision or award as it considers adequate.

**Coming into effect**

[\(2\)](#) An agreement, decision or award comes into effect on the first day of the fiscal period in respect of which the municipal council may make provision for it in its estimates, whether that day is before or after the agreement, decision or award is made.

**Exception**

[\(3\)](#) A provision of the agreement, decision or award that does not involve municipal expenditures may come into effect earlier than the day referred to in subsection (2). R.S.O. 1990, c. P.15, s. 130.

**Composition of Arbitration Commission, etc.**

[131. \(1\)](#) The commission known as the Ontario Police Arbitration Commission is continued under the name of Ontario Police Arbitration Commission in English and the name of Commission d'arbitrage de la police de l'Ontario in French. R.S.O. 1990, c. P.15, s. 131 (1).

**Membership**

[\(2\)](#) The Arbitration Commission shall be composed of the following members, appointed by the Lieutenant Governor in Council:

1. Two representatives of boards, recommended for appointment by the Ontario Association of Police Services Boards.
2. Two representatives of members of associations, recommended for appointment by the Police Association of Ontario.
3. A chair. R.S.O. 1990, c. P.15, s. 131 (2); 1997, c. 8, s. 37.

(3) Repealed: 2006, c. 34, s. 40.

### **Employees**

(4) Such employees as are considered necessary for the proper conduct of the affairs of the Arbitration Commission may be appointed under Part III of the *Public Service of Ontario Act, 2006*. 2006, c. 35, Sched. C, s. 111 (5).

### **Responsibilities of Arbitration Commission**

(5) The Arbitration Commission has the following responsibilities:

1. Maintaining a register of arbitrators who are available for appointment under section 124.
2. Assisting arbitrators by making administrative arrangements in connection with arbitrations.
3. Fixing the fees of arbitrators appointed by the Solicitor General under section 124.
4. Sponsoring the publication and distribution of information about agreements, arbitrations and awards.
5. Sponsoring research on the subject of agreements, arbitrations and awards.
6. Maintaining a file of agreements, decisions and awards made under this Part. R.S.O. 1990, c. P.15, s. 131 (5); 1997, c. 21, Sched. A, s. 5 (8).

### **Regulations**

(6) Subject to the approval of the Lieutenant Governor in Council, the Arbitration Commission may make regulations,

- (a) governing the conduct of arbitrations and prescribing procedures for them;
- (b) prescribing forms and providing for their use. R.S.O. 1990, c. P.15, s. 131 (6).

### **Consultation before chair appointed**

(6.1) No person shall be appointed as chair of the Arbitration Commission after this subsection comes into force unless the Solicitor General or his or her delegate has first consulted with or attempted to consult with,

- (a) bargaining agents that, in the opinion of the Solicitor General or his or her delegate, are reasonably representative of the bargaining agents that represent members of police forces; and
- (b) employers or employers' organizations that, in the opinion of the Solicitor General or his or her delegate, are reasonably representative of the employers of members of police forces. 1997, c. 21, Sched. A, s. 5 (9).

### **Roster for appointments under s. 122**

(6.2) The chair of the Arbitration Commission shall establish and maintain a roster of persons who the chair may appoint under section 122. 1997, c. 21, Sched. A, s. 5 (9).

### **Appointment of persons not on roster**

(6.3) The chair of the Arbitration Commission may appoint a person under section 122 who is not on the roster but only if the chair has first consulted with, or attempted to consult with, the other members of the Arbitration Commission. 1997, c. 21, Sched. A, s. 5 (9).

**Same**

[\(6.4\)](#) No person shall be placed on or removed from the roster unless the chair of the Arbitration Commission has first consulted with, or attempted to consult with, the other members of the Arbitration Commission. 1997, c. 21, Sched. A, s. 5 (9).

[\(7\)](#) Repealed: 2006, c. 34, s. 40.

## **PART VIII.1 TRANSFER OF ASSETS BETWEEN PENSION PLANS**

**Interpretation**

[131.1 \(1\)](#) Words and expressions used in this Part have the same meaning as under the *Pension Benefits Act* unless the context requires otherwise. 2007, c. 7, Sched. 32, s. 1.

**Definitions**

[\(2\)](#) In this Part,

“receiving pension plan” means,

- (a) a pension plan that is referred to in subsection 80 (1) of the *Pension Benefits Act* as a pension plan provided by the successor employer,
- (b) a pension plan that is referred to in subsection 81 (1) of that Act as the new pension plan, or
- (c) a pension plan for a pension fund to which assets are transferred in the circumstances referred to in subsection 81 (8) of that Act; (“régime de retraite cessionnaire”)

“transferring pension plan” means,

- (a) a pension plan that is referred to in clauses 80 (1) (a), (b) and (c) of the *Pension Benefits Act* as the employer’s pension plan,
- (b) a pension plan that is referred to in subsection 81 (1) of that Act as the original pension plan, or
- (c) a pension plan for a pension fund from which assets are transferred in the circumstances referred to in subsection 81 (8) of that Act. (“régime de retraite cédant”) 2007, c. 7, Sched. 32, s. 1; 2009, c. 30, s. 62.

**Agreement governing transfers**

[131.2 \(1\)](#) The administrators of the Public Service Pension Plan and the Ontario Municipal Employees Retirement System may enter into one or more agreements governing the transfer of assets between pension plans in any of the circumstances that are referred to in subsection 80 (1) or 81 (1) or (8) of the *Pension Benefits Act* in respect of eligible police force employees whose employment has been transferred between a municipal police force and the Ontario Provincial Police. 2007, c. 7, Sched. 32, s. 1.

**Amount**

[\(2\)](#) An agreement must set out the manner of determining the amount of assets to be transferred from a transferring pension plan to a receiving pension plan in respect of the

pension benefits and ancillary benefits of an eligible police force employee who consents to the transfer of assets. 2007, c. 7, Sched. 32, s. 1.

### **Notice to employees**

(3) An agreement must provide for the contents of the notice to be given to each eligible police force employee concerning the option of consenting to a transfer of assets in respect of his or her pension benefits and ancillary benefits under the transferring pension plan, and the notice must contain sufficient information to allow the employee to make an informed decision about whether to consent to the transfer. 2007, c. 7, Sched. 32, s. 1.

### **Transition**

(4) An agreement cannot establish an effective date for a transfer of assets that is earlier than the day on which the *Budget Measures and Interim Appropriation Act, 2007* received Royal Assent. 2007, c. 7, Sched. 32, s. 1.

### **Duty to file agreement**

131.3 (1) If the administrators of the Public Service Pension Plan and the Ontario Municipal Employees Retirement System enter into an agreement under section 131.2, the administrators shall file it with the Superintendent of Financial Services. 2007, c. 7, Sched. 32, s. 1.

### **Effect of filing**

(2) Sections 14 and 26 of the *Pension Benefits Act* do not apply with respect to a filed agreement or with respect to any amendment to a pension plan that relates to the implementation of a filed agreement. 2007, c. 7, Sched. 32, s. 1.

### **Eligibility of police force employees**

131.4 (1) For the purposes of an agreement filed under section 131.3, a police force employee is an eligible police force employee if he or she is employed as a police force employee on the effective date of the proposed transfer of assets under the agreement in respect of his or her pension benefits and ancillary benefits under the transferring pension plan. 2007, c. 7, Sched. 32, s. 1.

### **Exception**

(2) Despite subsection (1), a police force employee is not an eligible police force employee if he or she is receiving a pension under the Public Service Pension Plan or the Ontario Municipal Employees Retirement System on the effective date of the proposed transfer of assets under the agreement. 2007, c. 7, Sched. 32, s. 1.

### **Same**

(3) Despite subsection (1), a person is not an eligible police force employee if he or she is entitled, on the effective date of the proposed transfer of assets, to a deferred pension under the Public Service Pension Plan or the Ontario Municipal Employees Retirement System. 2007, c. 7, Sched. 32, s. 1.

### **Employee's consent to transfer of assets**

131.5 (1) An eligible police force employee may consent to the transfer of assets under an agreement filed under section 131.3 from a transferring pension plan to a receiving pension plan in respect of his or her pension benefits and ancillary benefits under the transferring pension plan. 2007, c. 7, Sched. 32, s. 1.



**Same**

(2) The employee must indicate his or her consent in writing in the manner specified by the administrator of the transferring pension plan. 2007, c. 7, Sched. 32, s. 1.

**Effect of consent**

(3) Subsections 80 (4), (5), (6) and (7) and 81 (4), (5), (6), (7) and (8) of the *Pension Benefits Act* do not apply with respect to a transfer of assets to which the employee consents in accordance with this section. 2007, c. 7, Sched. 32, s. 1.

## **PART IX REGULATIONS AND MISCELLANEOUS**

**Property in possession of police force**

132. (1) This section applies to personal property of all kinds, except firearms and money, that comes into the possession of a police force under either of the following circumstances:

1. The property was stolen from its owner or was found abandoned in a public place, and the chief of police is unable to determine who owns it.
2. The property was seized by a member of the police force in the lawful execution of his or her duties, all legal proceedings in respect of the property have been completed, there is no court order for its disposition and there is no legal requirement, apart from this section, that it be retained or disposed of.

**Sale**

(2) The chief of police may cause the property to be sold, and the board may use the proceeds for any purpose that it considers in the public interest.

**Perishable property**

(3) If the property is perishable, it may be sold at any time without notice. R.S.O. 1990, c. P.15, s. 132 (1-3).

**Non-perishable property**

(4) If the property is not perishable, the following rules apply to its sale:

1. The property may be sold when it has been in the possession of the police force for at least one month, in the case of a motor vehicle as defined in the *Highway Traffic Act* or a bicycle, or for at least three months, in the case of other property.
2. The sale shall be by public auction or by public tender.
3. At least ten days notice of the time and place of the public auction shall be given by publication in a newspaper of general circulation in the municipality.
4. The sale may be adjourned, repeatedly if necessary, until the property is sold. R.S.O. 1990, c. P.15, s. 132 (4); 1997, c. 8, s. 38.

**Claim of owner of property**

(5) If a motor vehicle, bicycle or other property has been sold before it has been in the possession of the police force for three months and if the owner makes a claim before that time, the owner is entitled to receive the proceeds, less the costs of storage, advertising and sale.



**Register of property**

[\(6\)](#) The chief of police shall ensure that the police force keeps a register of property and that the following rules are followed:

1. The description and location of every item of property shall be recorded.
2. If the property is sold, full particulars shall be recorded.
3. If the property is returned to its owner, his or her name, address and telephone number shall be recorded.

**Exception**

[\(7\)](#) This section does not apply to a motor vehicle that is impounded under section 220 of the *Highway Traffic Act*. R.S.O. 1990, c. P.15, s. 132 (5-7).

**Money**

[133. \(1\)](#) This section applies to money that comes into the possession of a police force under the circumstances described in paragraph 1 or 2 of subsection 132 (1).

**Accounting**

[\(2\)](#) The money shall be accounted for according to the prescribed method.

**Use of money**

[\(3\)](#) If three months have elapsed after the day the money came into the possession of the police force and the owner has not claimed it, the board may use it for any purpose that it considers in the public interest. R.S.O. 1990, c. P.15, s. 133.

**Firearms**

[134. \(1\)](#) This section applies to firearms that are in the possession of a police force because they have been found, turned in or seized.

**Safe-keeping, return to owner**

[\(2\)](#) The chief of police shall ensure that firearms are securely stored, and that they are returned to their owners if there is a court order or other legal requirement to that effect.

**Destruction**

[\(3\)](#) If all possible court proceedings relating to a firearm have been completed or the time for them has expired and there is no court order or other legal requirement governing how the firearm is to be dealt with, the chief of police shall ensure that it is destroyed promptly, unless subsection (4) applies.

**Firearm of special interest**

[\(4\)](#) If the chief of police considers the firearm unique, an antique, or of educational or historical value, he or she shall notify the Director of the Centre of Forensic Sciences.

**Idem**

[\(5\)](#) If the Director indicates, within three months of receiving notice, that the firearm is required for the Centre's collection, the chief of police shall ensure that it is transferred there.

**Idem**

[\(6\)](#) If the Director indicates that the firearm is not required for the Centre's collection or fails to respond within three months of receiving notice, the chief of police shall ensure that the firearm is destroyed promptly.

**Disposal otherwise than by destruction**

[\(7\)](#) The chief of police may dispose of a firearm to which subsection (6) applies otherwise than by having it destroyed if he or she first obtains the Solicitor General's approval of the method of disposal. R.S.O. 1990, c. P.15, s. 134 (1-7).

**Register of firearms**

[\(8\)](#) The chief of police shall ensure that the police force keeps a register of firearms and that the following rules are followed:

1. Every firearm's description and location shall be recorded.
2. When a firearm ceases to be in the possession of the board or of a member of the police force, full particulars shall be recorded, including the name of the person who disposed of it and the date and method of disposal.
3. If the firearm is returned to its owner, his or her name, address and telephone number shall also be recorded.
4. On or before the 31st day of January in each year, a statement shall be filed with the Solicitor General listing the firearms that have come into the possession of the police force during the preceding calendar year, indicating which firearms are still being retained and which have been disposed of, and giving the particulars of disposition. R.S.O. 1990, c. P.15, s. 134 (8); 1997, c. 8, s. 39.

**Regulations**

[135. \(1\)](#) The Lieutenant Governor in Council may make regulations,

1. prescribing standards for police services;
  - 1.1 establishing and governing standards concerning the adequacy and effectiveness of police services, including prescribing methods for monitoring and evaluating the adequacy and effectiveness of police services against such standards;
2. prescribing procedures for the inspection and review by the Solicitor General of police forces;
3. requiring municipalities to provide police detention facilities, governing those facilities and providing for their inspection;
4. providing for financial aid to police training schools;
  - 4.1 prescribing additional powers and duties of the Independent Police Review Director;
5. prescribing the minimum amount of remuneration to be paid by municipalities to the members of boards who are appointed by the Lieutenant Governor in Council or Solicitor General;
6. prescribing the procedures to be followed by boards and the places at which their meetings shall be held;
  - 6.1 governing the selection and appointment of members of boards;
  - 6.2 prescribing courses of training for members of boards and prescribing standards in that connection;

- 6.3 prescribing a code of conduct for members of boards;
7. prescribing the forms of oaths or affirmations of office and secrecy for the purposes of section 32 (members of boards), section 45 (police officers), subsection 52 (6) (auxiliary members of police forces), subsection 53 (9) (special constables) and subsection 54 (8) (First Nations Constables);
8. respecting the government, operation and administration of police forces;
9. governing the qualifications for the appointment of persons to police forces and for their promotion;
10. prescribing the method for determining the amounts owed by municipalities for police services provided by the Ontario Provincial Police under section 5.1, prescribing the time when and manner in which the payments are to be made, (and, for such purposes, classifying municipalities and prescribing different methods, different times or different manners for different classes of municipalities), prescribing the interest, or the method of determining the interest, owed on late payments and governing payment credits and refunds for overpayments;
11. requiring territories without municipal organization to pay for police services provided by the Ontario Provincial Police and,
  - i. governing the determination of the amounts payable for those services,
  - ii. governing the payment of those amounts, including providing for the calculation and payment of interest and penalties,
  - iii. governing the collection of those amounts, including providing for payment credits and refunds for overpayments, or providing that all or part of those amounts may be collected under the *Provincial Land Tax Act, 2006* as if they were taxes imposed under that Act, and
  - iv. for the purposes described in subparagraphs i, ii and iii, establishing different requirements for different classes of territories;
12. respecting the political activities in which municipal police officers are permitted to engage;
13. establishing the ranks that shall be held by members of municipal police forces;
14. prescribing the minimum salary or other remuneration and allowances to be paid to members of municipal police forces;
- 14.1 providing for the granting of service badges to members of the Ontario Provincial Police or any class thereof and for the payment of allowances to those members who are granted service badges;
15. regulating or prohibiting the use of any equipment by a police force or any of its members;
16. regulating the use of force by members of police forces;
17. prescribing standards of dress for police officers on duty and prescribing requirements respecting police uniforms;

18. prescribing courses of training for members of police forces and prescribing standards in that connection;
19. governing the conduct, duties, suspension and dismissal of members of police forces;
20. describing the circumstances under which members of police forces are permitted and not permitted to pursue persons by means of motor vehicles, and prescribing procedures that shall be followed when a person is pursued in that manner;
- 20.1 prescribing the nature of the information that may be disclosed under subsection 41 (1.1) by a chief of police or a person designated by a chief of police, to whom it may be disclosed and the circumstances in which it may be disclosed;
21. prescribing the records, returns, books and accounts to be kept by police forces and boards and their members;
22. prescribing the method of accounting for fees and costs that come into the hands of members of police forces;
23. prescribing a complaints process for the making of a complaint by a member of the public to a chief of police or his or her delegate, including but not limited to,
  - i. setting out conditions in respect of the complaint, and
  - ii. setting out limits respecting complaints made by the member of the public to the Independent Police Review Director under Part V in respect of the same matter;
- 23.1 Repealed: 2007, c. 5, s. 12 (2).
24. establishing procedural rules for anything related to the powers, duties or functions of the Independent Police Review Director under Part V;
- 24.1 establishing regional or other advisory committees consisting of representatives from community groups, representatives from the policing community and any other persons who may be prescribed, for the purpose of advising the Independent Police Review Director on matters relating to his or her duties under subsection 58 (4), and respecting the appointment of such representatives and other persons to the committees;
25. defining “frivolous or vexatious” and “made in bad faith” for the purposes of paragraph 1 of subsection 60 (4);
26. prescribing a code of conduct in which offences constituting misconduct are described for the purposes of section 80;
- 26.1 respecting the application of Part V, with such modifications as may be specified in the regulation, to a police officer in the circumstances referred to in subsection 90 (3);
- 26.2 prescribing additional persons or classes of persons for the purposes of subsection 94 (1);

- 26.3 prescribing qualifications, conditions or requirements, if any, for the purposes of subsection 94 (2), including prescribing different qualifications, conditions or requirements for different persons or classes of persons, and exempting persons or classes of persons from specified qualifications, conditions or requirements;
- 26.4 governing procedures, conditions or requirements for the investigation of complaints under Part V;
- 26.5 providing for the payment of fees and expenses to witnesses at hearings conducted under Part V;
- 27. prescribing the method of accounting for money to which section 133 applies;
- 28. prescribing forms and providing for their use;
- 29. prescribing any matter that this Act requires to be prescribed or refers to as being prescribed;
- 30. respecting any matter that is necessary or advisable to implement this Act effectively. R.S.O. 1990, c. P.15, s. 135 (1); 1995, c. 4, s. 4 (11); 1997, c. 8, s. 40; 1997, c. 17, s. 10; 2006, c. 33, Sched. Z.3, s. 27; 2007, c. 5, s. 12 (1, 2).

**Conflict**

[\(1.1\)](#) In the event of a conflict between a rule established by a regulation made under paragraph 24 of subsection (1) and a rule established by the Independent Police Review Director under clause 56 (1) (a), the rule established by regulation prevails. 2007, c. 5, s. 12 (3).

**Same**

[\(1.2\)](#) In the event of a conflict between a procedure, condition or requirement made under paragraph 26.4 of subsection (1) and a procedural rule or guideline established by the Independent Police Review Director under clause 56 (1) (b), the procedure, condition or requirement made by regulation prevails. 2007, c. 5, s. 12 (3).

**Same**

[\(2\)](#) A regulation made under subsection (1) may be general or particular in its application. R.S.O. 1990, c. P.15, s. 135 (2).

**Crown bound**

[136.](#) This Act binds the Crown in right of Ontario. R.S.O. 1990, c. P.15, s. 136.

## **PART X COURT SECURITY**

**Court security****Municipalities with police forces**

[137. \(1\)](#) A board that is responsible for providing police services for one or more municipalities has the following responsibilities, with respect to premises where court proceedings are conducted:

1. Ensuring the security of judges and of persons taking part in or attending proceedings.

2. During the hours when judges and members of the public are normally present, ensuring the security of the premises.
3. Ensuring the secure custody of persons in custody who are on or about the premises including persons taken into custody at proceedings.
4. Determining appropriate levels of security for the purposes of paragraphs 1, 2 and 3. R.S.O. 1990, c. P.15, s. 137 (1); 1997, c. 8, s. 41.

### **Other parts of Ontario**

[\(2\)](#) The Ontario Provincial Police Force has the responsibilities set out in paragraphs 1, 2, 3 and 4 of subsection (1) in those parts of Ontario in which it has responsibility for providing police services.

### **Common law replaced**

[\(3\)](#) The responsibilities created by this section replace any responsibility for ensuring court security that existed at common law. R.S.O. 1990, c. P.15, s. 137 (2, 3).

**Note: On a day to be named by proclamation of the Lieutenant Governor, Part X is amended by adding the following sections: (See: 2014, c. 15, Sched. 2, ss. 1, 2)**

### **Powers of person providing court security**

[138. \(1\)](#) A person who is authorized by a board to act in relation to the board's responsibilities under subsection 137 (1) or who is authorized by the Commissioner to act in relation to the Ontario Provincial Police's responsibilities under subsection 137 (2) may exercise the following powers if it is reasonable to do so for the purpose of fulfilling those responsibilities:

1. Require a person who is entering or attempting to enter premises where court proceedings are conducted or who is on such premises,
  - i. to identify himself or herself, and
  - ii. to provide information for the purpose of assessing whether the person poses a security risk.
2. Search, without warrant,
  - i. a person who is entering or attempting to enter premises where court proceedings are conducted or who is on such premises,
  - ii. any vehicle that the person is driving, or in which the person is a passenger, while the person is on, entering or attempting to enter premises where court proceedings are conducted, and
  - iii. any property in the custody or care of the person.
3. Search, without warrant, using reasonable force if necessary,
  - i. a person in custody who is on premises where court proceedings are conducted or is being transported to or from such premises, and
  - ii. any property in the custody or care of the person.

4. Refuse to allow a person to enter premises where court proceedings are conducted, and use reasonable force if necessary to prevent the person's entry,
  - i. if the person refuses to identify himself or herself or provide information under paragraph 1 or refuses to submit to a search under paragraph 2,
  - ii. if there is reason to believe that the person poses a security risk, or
  - iii. for any other reason relating to the fulfilment of the board's responsibilities under subsection 137 (1) or the Ontario Provincial Police's responsibilities under subsection 137 (2).
5. Demand that a person immediately leave premises where court proceedings are conducted, and use reasonable force if necessary to remove the person,
  - i. if the person refuses to identify himself or herself or provide information under paragraph 1 or refuses to submit to a search under paragraph 2,
  - ii. if there is reason to believe that the person poses a security risk, or
  - iii. for any other reason relating to the fulfilment of the board's responsibilities under subsection 137 (1) or the Ontario Provincial Police's responsibilities under subsection 137 (2). 2014, c. 15, Sched. 2, s. 1.

### **Arrest**

- (2) A person who is authorized by a board or by the Commissioner as described in subsection (1) may arrest, without warrant, any person who,
- (a) after being required to identify himself or herself or provide information under paragraph 1 of subsection (1), enters or attempts to enter premises where court proceedings are conducted without identifying himself or herself or providing the information;
  - (b) after being directed to submit to a search under paragraph 2 of subsection (1), enters or attempts to enter premises where court proceedings are conducted without submitting to the search;
  - (c) enters or attempts to enter premises where court proceedings are conducted, after a refusal under paragraph 4 of subsection (1); or
  - (d) does not immediately leave premises where court proceedings are conducted, after being demanded to do so under paragraph 5 of subsection (1). 2014, c. 15, Sched. 2, s. 1.

### **Reasonable force**

- (3) Reasonable force may be used if necessary to make the arrest. 2014, c. 15, Sched. 2, s. 1.

### **Delivery to police officer**

- (4) If the person who makes the arrest is not a police officer, he or she shall promptly call for the assistance of a police officer and give the person arrested into the custody of the police officer. 2014, c. 15, Sched. 2, s. 1.

### **Deemed arrest**



(5) A police officer to whom the custody of a person is given under subsection (4) shall be deemed to have arrested the person for the purposes of the provisions of the *Provincial Offences Act* applying to his or her release or continued detention and his or her bail. 2014, c. 15, Sched. 2, s. 1.

### **Accommodation**

(6) When a person who is authorized by a board or by the Commissioner as described in subsection (1) exercises powers under this section with respect to other persons, he or she shall ensure that those persons are accommodated in accordance with the *Canadian Charter of Rights and Freedoms* and the *Human Rights Code*, and this includes accommodation in connection with creed or disability. 2014, c. 15, Sched. 2, s. 1.

### **Offences**

139. (1) A person is guilty of an offence if,

- (a) after being required to identify himself or herself or provide information under paragraph 1 of subsection 138 (1), the person enters or attempts to enter premises where court proceedings are conducted without identifying himself or herself or providing the information;
  - (b) after being directed to submit to a search under paragraph 2 of subsection 138 (1), the person enters or attempts to enter premises where court proceedings are conducted without submitting to the search;
  - (c) the person enters or attempts to enter premises where court proceedings are conducted, after a refusal under paragraph 4 of subsection 138 (1); or
  - (d) the person does not immediately leave premises where court proceedings are conducted, after being demanded to do so under paragraph 5 of subsection 138 (1).
- 2014, c. 15, Sched. 2, s. 1.

### **Penalty**

(2) A person who is convicted of an offence under this section is liable to a fine of not more than \$2,000 or to imprisonment for a term of not more than 60 days, or to both. 2014, c. 15, Sched. 2, s. 1.

### **Powers not affected**

#### **Judicial powers**

140. (1) Nothing in this Part derogates from or replaces the power of a judge or judicial officer to control court proceedings. 2014, c. 15, Sched. 2, s. 1.

#### **Same**

(2) Nothing in this Part affects the right of a judge or judicial officer to have access to premises where court proceedings are conducted. 2014, c. 15, Sched. 2, s. 1.

### **Powers of persons providing court security**

[\(3\)](#) Nothing in this Part derogates from or replaces any powers that a person authorized by a board or by the Commissioner as described in subsection 138 (1) otherwise has under the law. 2014, c. 15, Sched. 2, s. 1.

### **Privilege preserved**

[141.](#) Nothing in this Part shall operate so as to require the disclosure of information that is subject to solicitor-client privilege, litigation privilege or settlement privilege, or permit the review of documents containing such information. 2014, c. 15, Sched. 2, s. 1.

### **Regulations, court security powers**

[142. \(1\)](#) The Lieutenant Governor in Council may make regulations governing the exercise of the powers conferred by section 138, including,

(a) regulations imposing restrictions, limitations and conditions on the exercise of those powers;

(b) regulations for the purpose of safeguarding the rights and freedoms guaranteed by the *Canadian Charter of Rights and Freedoms* and the *Human Rights Code*, including regulations that provide for the accommodation of persons in connection with creed or disability. 2014, c. 15, Sched. 2, s. 1.

### **General or particular**

[\(2\)](#) A regulation made under subsection (1) may be general or particular in its application. 2014, c. 15, Sched. 2, s. 1.

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[Français](#)

[Back to top](#)



## Future Policing in the Township of Cavan Monaghan

Response for: Anonymous

Completed: 3/9/2015 8:09 PM EDT

1 First Name

[REDACTED]

2 Last Name

[REDACTED]

3 In as much detail as possible, in the box below, please provide your question:

In cases of major crime such as missing persons, murders, etc. How will these events affect our police budget? In these circumstances the need for extra personnel and specialized equipment would increase. These specialized services are already provided by the O.P.P. If these services have to be contracted out, how much will they cost? Once those services are provided if they are contracted out, what are the court fees? Consistency in investigation? Services in rural communities routinely require 2 officers to handle it. What would happen during off hours when only one officer is available? Does the Peterborough officer back up and not charge us? Or vice versa. Will the township officer back up in Peterborough and give us a rebate? Our current system has been working as the O.P.P responds to calls with as many officers and equipment as needed and it's all included in the costing. Why change?

4 Select which organization ☐ you would like to direct your question to:

Answer

☐ Ontario Provincial Police☐ Peterborough Police Services☒ Both



**Murray C. Rodd, Chief of Police**  
**Timothy Farquharson, Deputy Chief of Police**

**Peterborough Police Service**  
500 Water Street, PO Box 2050  
Peterborough, Ontario, K9J 7Y4  
Main Phone 705 876-1122  
Executive Fax 705 876-6005  
Operations Fax 705 743-1540  
Website – [www.peterboroughpolice.com](http://www.peterboroughpolice.com)

March 11, 2015

Elana Arthurs  
Clerk,  
Township of Cavan Monaghan  
988 County Road 10  
Millbrook, ON L0A 1G0

Dear Elana:

Re: Future Policing in the Township of Cavan Monaghan Citizen Questions

Please be advised that I have had an opportunity to review the questions provided by [REDACTED] and I will answer each question in the order that they appear on the form.

1. Major cases such as missing persons or homicides will not affect the police budget as presented by the Peterborough Police Service. The Agreement with the Township of Cavan Monaghan was prepared based on historical data and crime trends. In the event of major cases, there is already a built in overtime amount to be applied and this would cover the additional investigative expenses.
2. Specialized Services provided by the Ontario Provincial Police include; Traffic Safety, Investigations, Intelligence, Specialized Response Teams, Auxiliary Policing, Crime Prevention, Unincorporated Territory and Aboriginal Policing. These Specialized Units form 63% of the OPP annual budget and are provided to supplement the needs of all Municipal Police Services. As such, there is no additional cost associated with utilizing these additional policing resources. In addition to the OPP Specialized Units, we have reciprocal service agreements with neighboring Police Services for Specialized Units. We also have access to the Ontario Volunteer Emergency Response Team (OVERT) in the event of a large scale search for a missing person.
3. There would not be additional court fees attributed to having response from a Specialized Unit from the OPP or any other Police Service.
4. Consistency in investigation is such that every police investigation is undertaken in accordance with Ontario Regulation 3/99, Adequacy and Effectiveness of Police Services made under the Police Services Act. We have qualified investigators who have been trained in accordance with ministry standards and utilize the Ontario Major Case Management principles and functions for any major investigation. Our solved clearance

rate on Criminal Code offences is 54% (above the National average of 41% and the Provincial average of 44%).

5. Recognizing that response to many calls for service requires two officers, we have designed a schedule that would have 2 officers patrolling in the Township of Cavan Monaghan for 12 hours each day. We have also completed an analysis of call data for the past 5 years to determine what the most effective times are to have two officers working. During the remaining 12 hours, back-up would be deployed from the closest available point in the city where an officer is available. Back up by an officer during the 12 hour period in which there is only one officer is included in the cost of the proposal and there would be no additional cost.
6. The Township acknowledges that the dedicated officers may be called upon to attend another incident outside the Township as required to protect officer and public safety and where all other officer re-assignments have been explored. This would be an exceptional circumstance and there would be no billing by either municipality.
7. The Peterborough Police Service will respond to calls in the Township of Cavan Monaghan with as many resources and personnel as required to achieve a positive outcome and are confident that we will do so with confidence, competence and professionalism.
8. In addition to Criminal Investigations and response to calls for service, the Peterborough Police Service will provide proactive patrols, generalist policing functions, Community Services Programs and Traffic Support.

We strive to live up to our motto of professional, friendly and helpful by working with our communities to prevent crimes, solve problems and promote public safety. We are proud to be among the most effective, efficient and economical Police Services in the province.

Please feel free to contact me if you require any further information or clarification on the responses to these questions.

Yours truly,



Dan Smith  
Inspector of Operations

Ontario      Police  
Provincial      provinciale  
Police      de l'Ontario



**Peterborough County Detachment**  
**Détachement du comté de Peterborough**

P.O. Box 477      C.P. 477  
453 Lansdowne Street East      453, rue Lansdowne Est  
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Fax: (705) 742-9247      Téléc. : (705) 742-9247

File Reference:

MEMORANDUM TO:

MAYOR SCOTT MCFADDEN  
COUNCIL MEMBERS

**Re: The Township of Cavan Monaghan Municipal Policing Survey – Survey 1**

Question submitted by: [REDACTED]

*In cases of major crime such as missing persons, murders, etc. how will these event affect our police budget? In these circumstances the need for extra personnel and specialized equipment would increase. These specialized services are already provided by the OPP. If these services have to be contracted out, how much will they cost? Once those services are provided if they are contracted out, what are the court fees? Consistency in investigation? Services in rural communities routinely require to officer to hand it. What would happen during off hours when only one officer is available? Does the Peterborough officer back up and not charge us? Or vice versa. Will the township officer back up in Peterborough and give us a rebate? Our current system has been working as the OPP responds to calls with as many officers and equipment as needed and it's all included in the costing. Why change?*

Section 4 of the *Police Services Act* provides direction on the responsibility of the municipality for policing, including major events:

**Police services in municipalities**

4. (1) Every municipality to which this subsection applies shall provide adequate and effective police services in accordance with its needs. 1997, c. 8, s. 3.

If a homicide or other major investigation/incident occurs in an OPP policed municipality, the financial impact in terms of risk is primarily limited to the overtime attributable to the members of the host detachment that service the municipality. Costs

attributable to non-detachment officers, such as regional and corporate resources, are not passed onto the municipality.

The OPP receives requests for emergency services from municipal police services. Assistance may be provided to large police services with resources at no charge through cooperative policing agreements or on an ad hoc/emergency basis to smaller police services. Going forward, the OPP is working towards a cost recovery system that may result in a payment schedule for work conducted for other police services.

To maximize officer safety, OPP policy directs mandatory two constable patrols (when practical) during specific hours of operation and for specific calls for service that require a two member response. Detachments are consequently assigned safety standards. For a detachment that provides daily 24-hour coverage, the following safety standard called Safety and Backup coverage is used.

#### Constable Positions

- 2 Officers per police vehicle between 2000 to 0800 hours (8pm-8am)
- 1 Officer per police vehicle between 0800 to 2000 hours (8am-8pm)

The new model recognizes all of the detachments that service municipalities (municipal detachments) as one entity supporting each other with investigations, workload pressures and staffing shortages.



## The Township of Cavan Monaghan Municipal Policing Survey

1. First Name

2. Last Name

3. In as much detail as possible, in the box below, please provide your question:

WHAT PRECISELY ARE THE  
ADVANTAGES/DISADVANTAGES TO  
A CHANGE OF DEPARTMENTS?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Select which organization you would like to direct your questions to:

☐

Ontario Provincial Police

☒

Peterborough Police Service

☒

Both



**Murray C. Rodd, Chief of Police**  
**Timothy Farquharson, Deputy Chief of Police**

**Peterborough Police Service**  
500 Water Street, PO Box 2050  
Peterborough, Ontario, K9J 7Y4  
Main Phone 705 876-1122  
Executive Fax 705 876-6005  
Operations Fax 705 743-1540  
Website – [www.peterboroughpolice.com](http://www.peterboroughpolice.com)

March 13, 2015

Elana Arthurs  
Clerk,  
Township of Cavan Monaghan  
988 County Road 10  
Millbrook, ON L0A 1G0

Dear Elana:

Re: Future Policing in the Township of Cavan Monaghan Citizen Question

Please be advised that I have had an opportunity to review the question submitted by [REDACTED] and have provided a response that I hope addresses this appropriately. Without knowing what knowledge or involvement [REDACTED] has had with the Ontario Provincial Police in the past, it's difficult to know whether he is satisfied or dissatisfied with the current policing model and cost. I would encourage [REDACTED] to review the Peterborough Police Service slide presentation prepared for the Township of Cavan Monaghan if he has not already had an opportunity to do so.

I'm confident to state that there would be no disadvantage to changing Police Services other than the mindset of realizing that it is a change from what it has been for many years.

As far as the advantages, I would suggest that the first one is the potential cost savings for the municipality. As we all know, the cost of providing policing services to all our demographically and geographically diverse communities is an on-going challenge for all municipalities in the Province of Ontario. The challenge for the policing sector is to address growing public expectations, meet the requirements made on us by governments, and deliver services in a manner which ensures available resources are used effectively and as efficiently as possible.

We have designed a schedule that will provide 24 hour coverage each day. There will be two (2) officers patrolling in the Township of Cavan Monaghan for 12 hours each day. During the remaining 12 hours when only one (1) officer is working, back-up will be deployed from the closest available point in the city where an officer is available. We have completed an analysis of call data for the past 5 years to determine what the most effective times are to have the two officers working.

---

*Professional, Friendly and Helpful*

Due to the fact that Peterborough Police Service would not be responsible for patrols and enforcement on the King's Highways (7 Series and 115) there would always be at least one (1) officer dedicated to patrolling the township.

The officers that will be assigned to patrol the Township of Cavan Monaghan will form part of a designated group of generalist officers having the capability of delivering a full range of policing services to the community. They will be assigned for a period of at least 2 – 3 years and will work with community members to develop strategies and initiate actions to reduce or eliminate identified problems in the municipality.

We have qualified investigators who have been trained in accordance with ministry standards and utilize the Ontario Major Case Management principles and functions for any major investigation. We are proud of the fact that our solved clearance rate on Criminal Code offences is 54% (above the National average of 41% and the Provincial average of 44%).

Our Police Service has been a leader in Community Policing initiatives since 1978. The Community Services Unit, staffed with 4 officers and a civilian Community Development Coordinator will provide award winning and peer reviewed programs to elementary and secondary schools in the municipality. These programs include; Values, Influence and Peers (VIP); Challenges, Beliefs and Change (CBC); Safety Patroller Program and Threat Assessments. We have also commenced the Strengthening Families Program in Peterborough and this will be coming to Cavan Monaghan later this year.

The Peterborough Police Service will respond to calls in the Township of Cavan Monaghan with as many resources and personnel as required to achieve a positive outcome and are confident that we will do so with confidence, competence and professionalism.

We strive to live up to our motto of professional, friendly and helpful by working with our communities to prevent crimes, solve problems and promote public safety. We are proud to be among the most effective, efficient and economical Police Services in the province.

Please feel free to contact me if you require any further information or clarification on the response to this question.

Yours truly,

A handwritten signature in black ink, appearing to read 'Dan Smith', with a stylized flourish at the end.

Dan Smith  
Inspector of Operations

Ontario  
Provincial  
Police

Police  
provinciale  
de l'Ontario



**Peterborough County Detachment**  
**Détachement du comté de Peterborough**

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Télé. : (705) 742-9247

File Reference:

MEMORANDUM TO:

MAYOR SCOTT MCFADDEN  
COUNCIL MEMBERS

**Re: The Township of Cavan Monaghan Municipal Policing Survey – Survey 2**

Question submitted by: [REDACTED]

*What precisely are the advantages/disadvantages to a change of departments?*

Section 4 of the *Police Services Act* provides direction on the responsibility of the municipality for policing:

**Police services in municipalities**

4. (1) Every municipality to which this subsection applies shall provide adequate and effective police services in accordance with its needs. 1997, c. 8, s. 3.

The OPP is providing municipal policing services that meet legislated Adequacy and Effectiveness Standards. The OPP currently polices 324 municipalities. 144 municipalities are policed under section 10 (contract) of the Police Services Act, while the remaining 180 are policed under section 5.1 (non-contract).

The OPP is committed to open and transparent communications regarding the provision of municipal policing services, fair cost recovery for those services and working together with municipalities to maintain public safety now, and into the future.

With respect to cost, OPP costs continue to compare favourably with other Ontario police services.

**Future Policing in the Township of Cavan Monaghan****Response for:** Anonymous**Completed:** 3/4/2015 5:03 PM EST1 **First Name**2 **Last Name**3 **In as much detail as possible, in the box below, please provide your question:**4 **Select which organization ☐ you would like to direct your question to:****Answer**

- ☒ Ontario Provincial Police  
☐ Peterborough Police Services  
☐ Both



**Future Policing in the Township of Cavan Monaghan**

**Response for:** Anonymous

**Completed:** 3/11/2015 4:43 PM EDT

1 First Name

2 Last Name

3 In as much detail as possible, in the box below, please provide your question:

4 Select which organization ☐ you would like to direct your question to:

Answer

- ☒ Ontario Provincial Police
- ☐ Peterborough Police Services
- ☐ Both

## The Township of Cavan Monaghan Municipal Policing Survey

1. First Name \_\_\_\_\_

2. Last Name \_\_\_\_\_

3. In as much detail as possible, in the box below, please provide your question:

How do you police your own  
officers as far as driving practices  
go while in police vehicle. such  
as speeding, distracted driving, not  
using signals, no taillights on foggy days,  
dangerous U-turns?

4. Select which organization you would like to direct your questions to:

☐ Ontario Provincial Police

☐ Peterborough Police Service

☒ Both



# The Township of Cavan Monaghan Municipal Policing Survey

1. First Name \_\_\_\_\_

2. Last Name \_\_\_\_\_

3. In as much detail as possible, in the box below, please provide your question:

COULD WE AS A TOWNSHIP  
GET MONTHLY 911 RESPONSE REPORTS  
SHOWING TIME OF CALL, TIME OF ARRIVAL  
AT SCENE, LENGTH OF TIME ON SITE, AND  
REASON FOR REMAINING ON SCENE?

4. Select which organization you would like to direct your questions to:

☐

Ontario Provincial Police

☐

Peterborough Police Service

☒

Both

## The Township of Cavan Monaghan Municipal Policing Survey

1. First Name \_\_\_\_\_
2. Last Name \_\_\_\_\_
3. In as much detail as possible, in the box below, please provide your question:

COULD WE AS A TOWNSHIP GET MONTHLY  
G.P.S. RECORDS FOR EACH POLICE OFFICER  
ON DUTY IN THE TOWNSHIP ?

PROOF OF SERVICE

4. Select which organization you would like to direct your questions to:

- ☐ Ontario Provincial Police
- ☐ Peterborough Police Service
- ☒ Both

## The Township of Cavan Monaghan Municipal Policing Survey

1. First Name \_\_\_\_\_

2. Last Name \_\_\_\_\_

3. In as much detail as possible, in the box below, please provide your question:

How DO YOU TARGET AND THEN PLAN  
TO RESPOND TO THE PROBLEMS THAT  
HAPPEN IN THE COMMUNITY. ECT, BREAKINS,  
DRUGS, VIOLENT CRIMES AND  
ACCIDENTS, BY DAY OF WEEK AND  
TIME OF DAY?

4. Select which organization you would like to direct your questions to:

☐

Ontario Provincial Police

☐

Peterborough Police Service

☒

Both

## The Township of Cavan Monaghan Municipal Policing Survey

1. First Name \_\_\_\_\_

2. Last Name \_\_\_\_\_

3. In as much detail as possible, in the box below, please provide your question:

How DO YOU MANAGE YOUR ON  
DUTY OFFICERS TO ENSURE GOOD  
USE OF TAX PAYER'S MONEY?

4. Select which organization you would like to direct your questions to:

☐

Ontario Provincial Police

☐

Peterborough Police Service

☒

Both



**Murray C. Rodd, Chief of Police**  
**Timothy Farquharson, Deputy Chief of Police**

**Peterborough Police Service**  
500 Water Street, PO Box 2050  
Peterborough, Ontario, K9J 7Y4  
Main Phone 705 876-1122  
Executive Fax 705 876-6005  
Operations Fax 705 743-1540  
Website – [www.peterboroughpolice.com](http://www.peterboroughpolice.com)

March 20, 2015

Elana Arthurs  
Clerk,  
Township of Cavan Monaghan  
988 County Road 10  
Millbrook, ON L0A 1G0

Dear Elana:

Re: Future Policing in the Township of Cavan Monaghan Citizen Question

Please be advised that I have had an opportunity to review the questions submitted by  
and have provided responses in the order that the questions were numbered.

1. The Peterborough Police Service takes great pride in ensuring that our officers live up to our service motto of professional, friendly and helpful. We are continually reminding our members of safe driving practices and the fact that they are in the public eye at all times. I can tell you that positive interaction between the police and the public is of paramount concern to this police service. We strive to maintain professional conduct and do monitor employee behaviour and conduct on an ongoing basis. We have a Professional Standards Unit that will deal with any issues or concerns raised by members of the public regarding the driving actions of our members.
2. We have a full time Crime Analyst who is able to provide a great deal of the response data including detailed maps of when and where incidents are occurring in the township. These reports could form part of a quarterly or monthly reporting cycle or be utilized as part of a crime prevention strategy if there were a series of crimes occurring in the township. The issue of length of time on site and reason for remaining on scene are of an operational nature and likely would not be provided to all citizens.
3. We would not provide GPS records regarding police officers on duty in the township. Through our Computer Assisted Dispatch (CAD) System, we can track data related to when and where the officers are patrolling within the township.

4. The officers that will be assigned to patrol the Township of Cavan Monaghan will form part of a designated group of generalist officers having the capability of delivering a full range of policing services to the community. They will be assigned for a period of at least 2 – 3 years and will work with community members to develop strategies and initiate actions to reduce or eliminate identified problems in the municipality. The Team Projects form part of our overall Problem Oriented Policing General Order CP-001 requiring each Team Coordinator or designate to provide a year-end report, outlining: identified crime, community safety, public disorder and road safety problems; the initiatives developed to respond to identified problems; an evaluation of ongoing and completed initiatives to deal with the problem. All perceived problems are thoroughly researched to determine, at a minimum:
  - the time factors involved;
  - the geographic factors involved;
  - nature of the problem;
  - suspect information;
  - community concern and involvement;
  - partners available;
  - previous initiatives implemented.
5. As previously indicated, we strive to maintain professional conduct and do monitor employee behaviour and conduct on an ongoing basis. We have a Professional Standards Unit that will deal with any issues or concerns raised by members of the public regarding the actions and conduct of our members. The Peterborough Police Service will respond to calls in the Township of Cavan Monaghan with as many resources and personnel as required to achieve a positive outcome and are confident that we will do so with confidence, competence and professionalism.

Please feel free to contact me if you require any further information or clarification on the response to this question.

Yours truly,



Dan Smith  
Inspector of Operations

Ontario  
Provincial  
Police

Police  
provinciale  
de l'Ontario



**Peterborough County Detachment  
Détachement du comté de Peterborough**

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Fax: (705) 742-9247

Tél. : (705) 742-0401  
Télec. : (705) 742-9247

File Reference:

**MEMORANDUM TO:**

**MAYOR SCOTT MCFADDEN  
COUNCIL MEMBERS**

**Re: The Township of Cavan Monaghan Municipal Policing Survey – Survey 5**

Question submitted by:

*How do you police your own officers as far as driving practices go while in a police vehicle; such as speeding, distracted driving, not using signals, no tail-lights on foggy days and dangerous u-turns?*

Members of the Ontario Provincial Police are expected to operate an OPP vehicle in a manner that demonstrates legal, safe and appropriate driving practice to the general public.

Notwithstanding exceptions contained in the Highway Traffic Act and operational requirements, a member of the Ontario Provincial Police is always accountable for his/her driving behaviour and may be called upon to justify deviation from the law.



Ontario  
Provincial  
Police

Police  
provinciale  
de l'Ontario



**Peterborough County Detachment**  
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File Reference:

MEMORANDUM TO:

MAYOR SCOTT MCFADDEN  
COUNCIL MEMBERS

**Re: The Township of Cavan Monaghan Municipal Policing Survey – Survey 6**

Question submitted by:

*Could we as a township get monthly 911 response reports showing the time of call, time of arrival at scene, length of time on site? And reason for remaining on scene?*

The OPP has been working diligently over the past year to increase its accountability and reporting transparency to Police Services Boards and municipalities. The development of a reporting framework and supporting infrastructure will allow consistency and standardization in OPP public reporting. It also aligns to the methodology used in the OPP Annual Report and Detachment Action Plans.

It was the organization's intention to implement this reporting framework to coincide with the municipal elections in the fall of 2014. Changes to the reporting infrastructure between the OPP and the Ministry of Transportation are ongoing. This has, in turn, affected our traffic data source and the reporting framework. Other enhancements are being made concurrently in our reporting of the Integrated Court Offences Network (ICON) which track our Criminal Code, Provincial Statute 'charges laid' information.

Once these enhancements and changes are complete, the PSB Reporting tool will be available to Detachment Commanders. Initial rollout shall be no later than April 2015. We will be seeking input and feedback at this point. The tool will be fully operational by October of this year.

It is our hope that these reports will be a more effective and less complex way to provide information on public safety trends in the communities we police. This will better inform our respective community-level decisions and billing information.

Ontario      Police  
Provincial    provinciale  
Police        de l'Ontario



**Peterborough County Detachment  
Détachement du comté de Peterborough**

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Fax: (705) 742-9247      Téléc. : (705) 742-9247

File Reference:

**MEMORANDUM TO:**

**MAYOR SCOTT MCFADDEN  
COUNCIL MEMBERS**

**Re: The Township of Cavan Monaghan Municipal Policing Survey – Survey 7**

Question submitted by:

*Could we as a township get monthly GPS records for each police officer on duty in the township? Proof of service.*

Currently, OPP Policy limits the usage of a patrol vehicle's Global Position System (GPS) data, internally, to a supervisor for the purposes of:

- 1) Making appropriate operational decisions,
- 2) Monitoring the status of patrol units to ensure safety and service delivery, and
- 3) Monitoring data for the purposes of identifying issues in relation to response.

Any external request for GPS information is dealt with pursuant to the Freedom of Information and Protection of Privacy Act (FIPPA).

Ontario Police  
Provincial  
Police

Police  
provinciale  
de l'Ontario



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Télé. : (705) 742-9247

File Reference:

MEMORANDUM TO:

MAYOR SCOTT MCFADDEN  
COUNCIL MEMBERS

**Re: The Township of Cavan Monaghan Municipal Policing Survey – Survey 8**

Question submitted by:

*How do you target and then plan to respond to the problems that happen in the community (break ins, drugs, violent crimes and accidents) by day of week and time of day?*

Responding to emergency situations and crime management are some of the fundamental police functions in our society. By analyzing crime, practicing targeted enforcement, monitoring crime reduction strategies and initiating problem solving strategies in partnership with communities and agencies that have mandates to address the underlying issues, the Ontario Provincial Police can begin to reduce risk and crime where there is a high need for police assistance. When there is effective crime management, police can initiate broader-based work on effective community policing, mobilization and engagement.

The above mentioned strategy is known as the Community Mobilization & Engagement Model, which was launched in 2010 by the Ministry of Community Safety and Correctional Services and the Ontario Association of Chiefs of Police (OACP). The OPP began to apply the model in Ontario communities in 2011. Collaborative and safety-minded approaches are embedded into the OPP's business practices and are informing its strategic priorities.

OPP successes in implementing the Mobilization & Engagement Model will be reflected in Results Driven Policing (RDP). This is an accountability framework that the OPP uses to track and analyze specific criminal and traffic violations. This framework has been utilized by the OPP since 2006. RDP compares month-over-month statistics and

identifies five- year trends. Reports are produced for detachment, region and provincial levels.

Locally, the Detachment Commander in consultation with the municipality's Police Services Board and supporting analyzed statistical data, will identify priorities and strategies. These priorities are then communicated to the detachment sergeants, who in turn assign officers to the initiative(s). The officers are responsible for reporting their efforts into various databases. This information is then analyzed and evaluated. The cycle begins again if necessary.

Ontario      Police  
Provincial    provinciale  
Police        de l'Ontario



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Fax: (705) 742-9247          Téléc. : (705) 742-9247

File Reference:

**MEMORANDUM TO:**

**MAYOR SCOTT MCFADDEN  
COUNCIL MEMBERS**

**Re: The Township of Cavan Monaghan Municipal Policing Survey – Survey 9**

Question submitted by:

*How do you manage your on duty officers to ensure good use of tax payer's money?*

The OPP provides policing in its areas of jurisdiction through:

- 1) General patrol utilizing the patrol zone concept; and
- 2) Directed patrol which addresses a specific enforcement need as identified by crime, call and public order analysis, criminal intelligence, road safety and unique patrol requirements.

The directed patrol concept is a furtherance of the Results Driven Policing (RDP) accountability framework utilized by the OPP; namely the analyzing of criminal and traffic violations for month to month comparisons, as well as 5 year trends.

As such, supervisors assign community patrol officers in their zones based on:

- 1) Crime, call and public disorder analysis (RDP reports),
- 2) Criminal Intelligence,
- 3) Traffic, enforcement and road safety priorities
- 4) Strategic planning (corporate, regional and local directives).

Over and above the aforementioned, each officer is then still responsible to attend calls for service and the subsequent reporting on same. As time permits, then each officer shall develop information sources, communicate with the local public and generally engage in duties that enhance the reputation of the OPP.

**Future Policing in the Township of Cavan Monaghan**

Response for: Anonymous

Completed: 3/12/2015 5:27 PM EDT

1 First Name

[REDACTED]

2 Last Name

[REDACTED]

3 In as much detail as possible, in the box below, please provide your question:

why do we need police at a fire to get in the way, the fire trucks provide all the flashing lights required. why do we need police at a private property accident or natural death, when all we need is a ambulance. why do we need police at a movie shoot or parades . I suggest we need the job description more defined, to save money on unnecessary involvement. I have not seen a ride check in 2013 or 2014 not that any one is glad to see one , but I do know that when a cruiser is seen it could well be that he is going home or coming from home as some live in the township, and take the company car home.

4 Select which organization ☐ you would like to direct your question to:

Answer

☐ Ontario Provincial Police☐ Peterborough Police Services☒ Both



**Murray C. Rodd, Chief of Police**  
**Timothy Farquharson, Deputy Chief of Police**

**Peterborough Police Service**  
500 Water Street, PO Box 2050  
Peterborough, Ontario, K9J 7Y4  
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Website – [www.peterboroughpolice.com](http://www.peterboroughpolice.com)

March 20, 2015

Elana Arthurs  
Clerk,  
Township of Cavan Monaghan  
988 County Road 10  
Millbrook, ON L0A 1G0

Dear Elana:

Re: Future Policing in the Township of Cavan Monaghan Citizen Questions

Please see response to the questions provided by

1. Many fire calls originate as a result of a 911 call from somebody either at the location or driving by, therefore police will respond along with fire and ambulance. The reason for police attendance is to protect life and stabilize the scene including traffic control. We also have to assist in determining whether or not the fire was deliberately set. I can't comment on what has occurred in the past with the OPP however I can tell you that the Peterborough Police Service has an excellent working relationship with our Emergency Services partners and discuss any issues related to response to calls and ways to improve.
2. Accidents and sudden deaths on private property also generally originate as a result of a 911 call. Again, police response to these situations is based on a 3-Tiered emergency response with the primary goal to protect life, stabilize the scene and protect the environment. Accidents could be related to many factors including workplace safety, equipment or intentional acts. We don't know unless we attend to make that initial determination and investigation. As far as sudden deaths, we are required to attend any sudden and unexpected death that occurs outside of a hospital or care facility. Police must treat all sudden deaths in the same manner in accordance with the Coroners Act of Ontario and investigative standards as set by the ministry.
3. Police attendance at movie shoots and parades is generally governed by a requirement of the Municipality. These extra officers are not part of the regular deployment of officers and are paid for by the person or organization requesting police attendance.

4. I can't comment on what the OPP has done in the past with regards to RIDE details or the cruisers you have seen in the township. I can tell you that it is the policy of the Peterborough Police Service to promote and facilitate the safe and efficient flow of vehicular and pedestrian traffic, with the protection of human life as the highest priority. Traffic enforcement shall be deployed in accordance with sound traffic management principles, as determined by the Traffic Unit and considering:
- public complaints;
  - locations of high collision incidents; and
  - times/days of high collision incidents.

Traffic safety by means of a balanced approach utilizing awareness, education and enforcement including RIDE details is our ultimate goal.

Please feel free to contact me if you require any further information or clarification on the responses to these questions.

Yours truly,

A handwritten signature in black ink, appearing to read 'Dan Smith', written in a cursive style.

Dan Smith  
Inspector of Operations



Ontario Police  
Provincial provinciale  
Police de l'Ontario



**Peterborough County Detachment  
Détachement du comté de Peterborough**

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File Reference:

MEMORANDUM TO:

MAYOR SCOTT MCFADDEN  
COUNCIL MEMBERS

**Re: The Township of Cavan Monaghan Municipal Policing Survey – Survey 10**

Question submitted by:

*Why do we need police at a fire to get in the way, the fire trucks provide all the flashing lights required? Why do we need police at a private property accident or natural death, when all we need is an ambulance? Why do we need police at a movie shoot or parades? I suggest we need the job description more defined, to save money on unnecessary involvement. I have not seen a ride check in 2013 or 2014 not that anyone is glad to see one, but I do know that when a cruiser is seen it could well be that he is going home or coming from home as some live in the township and take the company car home.*

The Ontario Provincial Police attend fire(s) and fire scenes for many different reasons. The following is not meant to be an exhaustive list, however, it is provided to offer reasons for an officer's attendance:

- 1) Tiered response,
- 2) Criminal investigation,
- 3) Security,
- 4) Traffic control, and
- 5) Victim assistance.

Police investigate all injury and death occurrences reported to them to ensure that there was no criminality or negligence involved. Furthermore, a natural death is one that was reasonably foreseeable and the cause flows logically from a natural disease process. For police, unless medical information or a physician is readily available to explain the circumstances of the death, the death is/may be referred to the coroner for investigation under section 10 of the Coroners Act. When this occurs, the sudden death of an individual is carefully and thoroughly investigated by the Ontario Provincial Police with consideration given to all potential manners of death. It is also important to note that

time may be spent with the family of the deceased as per adequacy standards obligations; namely Victim's Assistance.

Paid duties are for non-core policing events including certain traffic escorts, private functions, music concerts, film productions and festivals. These paid duty assignments take place outside the officer's regular work duties and are fully financed by the contracting person or agency. No cost is borne by the municipality.

The Ontario Provincial Police encourages its members, and the members themselves seek to participate in community events such as parades. We receive many requests throughout the year for officer participation in these events. Specifically, the local municipality requests officers' attendance to ensure public safety and maintain orderly flow of traffic. In addition, community groups and private members also request police to attend these events. It is not to be forgotten is that our members are a part of the community in which they police.

As part of the OPP's Provincial Traffic Safety Program and the Peterborough County Detachment Action Plan R.I.D.E. stops are conducted throughout the year. Furthermore, local efforts are reported by the Detachment Commander to the Police Services Board for the municipality, ensuring accountability through civilian governance.

**Future Policing in the Township of Cavan Monaghan**

Response for: Anonymous

Completed: 3/16/2015 12:16 AM EDT

1 First Name

[REDACTED]

2 Last Name

[REDACTED]

3 In as much detail as possible, in the box below, please provide your question;

How do we insure that our area does not turn into a target for frequent speed traps in order to compensate for the lower yearly cost of service? Where would revenue from speed and traffic enforcement be directed to?

4 Select which organization ☐ you would like to direct your question to:

Answer

☐ Ontario Provincial Police☐ Peterborough Police Services☒ Both



**Murray C. Rodd, Chief of Police**  
**Timothy Farquharson, Deputy Chief of Police**

**Peterborough Police Service**  
500 Water Street, PO Box 2050  
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March 19, 2015

Elana Arthurs  
Clerk,  
Township of Cavan Monaghan  
988 County Road 10  
Millbrook, ON L0A 1G0

Dear Elana:

Re: Future Policing in the Township of Cavan Monaghan Citizen Questions

Please see response to the questions provided by

It is the policy of this service to promote and facilitate the safe and efficient flow of vehicular and pedestrian traffic, with the protection of human life as the highest priority. Traffic enforcement shall be deployed in accordance with sound traffic management principles, as determined by the Traffic Unit and considering:

- public complaints;
- locations of high collision incidents; and
- times/days of high collision incidents.

Any revenue that is generated from speed and traffic enforcement is split by the City and County based on a pre-established formula. The level of enforcement will have no influence over the cost of policing as submitted by the Peterborough Police Service. Traffic safety by means of a balanced approach utilizing awareness, education and enforcement is our ultimate goal.

Please feel free to contact me if you require any further information or clarification on the responses to these questions.

Yours truly,

Dan Smith  
Inspector of Operations

Ontario  
Provincial  
Police

Police  
provinciale  
de l'Ontario



**Peterborough County Detachment  
Détachement du comté de Peterborough**

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File Reference:

MEMORANDUM TO:

MAYOR SCOTT MCFADDEN  
COUNCIL MEMBERS

**Re: The Township of Cavan Monaghan Municipal Policing Survey – Survey 11**

Question submitted by:

*How do we insure that our area does not turn into a target for frequent speed traps in order to compensate for the lower yearly cost of service? Where would revenue from speed and traffic enforcement be directed to?*

Traffic Safety in all its components; prevention, intervention and suppression is a core function of the Ontario Provincial Police. The OPP will continue to support any initiative that promotes public safety, specifically in Cavan Monaghan and more generally throughout the Province of Ontario. These initiatives will be purposeful and will be based on analyzed statistical data.

With respect to the OPP's new billing model, it was designed in response to a recommendation made by Ontario's Auditor General in 2012 -- to develop a simpler, more transparent and equitable method of cost recovery.

In transition to this new billing model, some municipalities have seen an increase and some have seen a decrease to their costs as the model is phased in. The aim was to reduce the wide variances in costs for OPP-policed municipalities at either end, bringing most municipalities into a mid-range. The Township of Cavan Monaghan is a municipality that has seen a cost reduction in its policing costs.

There is no correlation between OPP costs for policing and its operations regarding traffic enforcement.

In Peterborough County, the County receives the revenue generated from fines as part of a costing sharing agreement with the eight municipalities.



## Future Policing in the Township of Cavan Monaghan

Response for: Anonymous

Completed: 3/15/2015 9:25 PM EDT

1 First Name

2

3 In as much detail as possible, in the box below, please provide your question:

If you become the policing agent for our municipality;

1. Will the Twp. be invited to sit on the Policing Board?

2. Will you maintain a satellite office in the community?

3. What outreach services would you provide e.g. security training for the elderly

4. On a household basis, what will be the cost of your service to our community and what is the present cost per household in the City of Peterborough?

5. What steps would your organization initiate to familiarize your staff with the twp?

6. In your hiring practices, do you recognize the value of local experience?

7. Are all your officers trained in the skills required to deal with persons who need to be apprehended but may have behavioral or mental challenges?

8. Would your organization continue to support the local Community Policing Committee?

10. What steps would your organization initiate to engage local youth who are living in about 3000 homes scattered throughout the Twp.

11. What are your off duty work rates for office

4 Select which organization ☐ you would like to direct your question to:

Answer

☐ Ontario Provincial Police☒ Peterborough Police Services☐ Both



**Murray C. Rodd, Chief of Police**  
**Timothy Farquharson, Deputy Chief of Police**

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March 19, 2015

Elana Arthurs  
Clerk,  
Township of Cavan Monaghan  
988 County Road 10  
Millbrook, ON L0A 1G0

Dear Elana:

Re: Future Policing in the Township of Cavan Monaghan Citizen Questions

Please be advised that I have had an opportunity to review the questions provided by  
and I will answer each question in the order that they appear on the form.

1. The current make-up of the Police Services Board is governed by the Police Services Act and would not allow for a member of the Township to sit on the actual Board. The Township would be more than welcome to attend any Police Services Board meetings.
2. We would definitely be willing to maintain a satellite office in the community if the Township wants to continue with providing suitable space. We would like to see a higher profile, more visible and accessible location for this type of office. We look forward to working with the volunteer body who add great value to the community.
3. We currently have excellent programs for seniors in our community that will be extended to the Township of Cavan Monaghan including our Home Guard house inspection program, Safe and Sound at Home program for seniors as well as presentations by officers upon request on any important topic related to crime prevention and home safety. We also work very closely with the Ontario Network for Prevention of Elder Abuse (ONPEA) to help promote safe and respectful communities for our seniors.
4. The cost per household figure is something that will have to be deferred to the Township in order to calculate. Our cost per capital for Peterborough in 2012 was \$286.40 compared to the Provincial average of \$337.68.
5. We have already taken steps to conduct an analysis of the call volumes and types of calls in order to determine the most effective and efficient time to deploy the 2 officers in the Township. Further, we have met with Township staff on numerous occasions during the costing process. We have several members that reside in the Township of Cavan Monaghan who are familiar with the area.

6. Our hiring practice has always been to hire the most qualified person for any given position in our organization. Having ties to our communities is something that we feel is also a very important trait.
7. Dealing with persons suffering from behavioral challenges or mental illness is a significant part of what our frontline officers are faced with each day. We have made a commitment to ensuring the safe resolution to these types of calls by training our officer in crisis intervention. Approximately 70% of our frontline officers are now CIT trained and we will continue with this 40 hour training commitment until all officers are trained.
8. We fully expect to work very closely with the Community Policing Committee with a view of always looking at ways to improve our service delivery.
9. One of the Divisional Commander goals each year is to engage with local youth. This has always been a priority. Our Community Services Unit would also work with existing community organizations in addition to the school programs they deliver in the schools.
10. Our current extra duty rate for an officer is \$65.00/hour and \$70.00/hour for a supervisor if there are more than 4 officers. There is a 15% administration fee on all extra duties except school dances (\$5.00) and parade or special events (\$125.00). A police cruiser is \$100.00/duty plus \$10.00 administration fee.

We strive to live up to our motto of professional, friendly and helpful by working with our communities to prevent crimes, solve problems and promote public safety. We are proud to be among the most effective, efficient and economical Police Services in the province.

Please feel free to contact me if you require any further information or clarification on the responses to these questions.

Yours truly,

A handwritten signature in black ink, appearing to read 'Dan Smith', with a stylized flourish at the end.

Dan Smith  
Inspector of Operations





**Future Policing in the Township of Cavan Monaghan**

**Response for:** Anonymous

**Completed:** 3/14/2015 5:50 PM EDT

1 **First Name**

2

3 **In as much detail as possible, in the box below, please provide your question:**

Will the Peterborough Police have and be able to provide suffice resources for a major incident / emergency?  
( Multiple Officers, Search & Rescue, Underwater Recovery Team(s), Forensics, Air Support) that are available with  
the OPP. If not, will these extra resources be "extra billed"?

4 **Select which organization ☐ you would like to direct your question to:**

Answer

☐ Ontario Provincial Police

☒ Peterborough Police Services

☐ Both



**Murray C. Rodd, Chief of Police**  
**Timothy Farquharson, Deputy Chief of Police**

**Peterborough Police Service**  
500 Water Street, PO Box 2050  
Peterborough, Ontario, K9J 7Y4  
Main Phone 705 876-1122  
Executive Fax 705 876-6005  
Operations Fax 705 743-1540  
Website – [www.peterboroughpolice.com](http://www.peterboroughpolice.com)

March 19, 2015

Elana Arthurs  
Clerk,  
Township of Cavan Monaghan  
988 County Road 10  
Millbrook, ON L0A 1G0

Dear Elana:

Re: Future Policing in the Township of Cavan Monaghan Citizen Questions

Please see response to the question provided by ]

1. Major cases such as missing persons or homicides will not affect the police budget as presented by the Peterborough Police Service. We have typically been able to handle any major incident or emergency with our own resources. The Agreement with the Township of Cavan Monaghan was prepared based on historical data and crime trends. In the event of major cases, there is already a built in overtime amount to be applied and this would cover the additional investigative expenses.
2. Specialized Services provided by the Ontario Provincial Police include; Traffic Safety, Investigations, Intelligence, Specialized Response Teams, Auxiliary Policing, Crime Prevention, Unincorporated Territory and Aboriginal Policing. These Specialized Units form 63% of the OPP annual budget and are provided to supplement the needs of all Municipal Police Services. (see chart below) As such, there is no additional cost associated with utilizing these additional policing resources. In addition to the OPP Specialized Units, we have reciprocal service agreements with neighboring Police Services for Specialized Units. We also have access to the Ontario Volunteer Emergency Response Team (OVERT) in the event of a large scale search for a missing person.
3. There would not be additional court fees attributed to having response from a Specialized Unit from the OPP or any other Police Service.

## MUNICIPAL POLICING RESOURCES

### Detachment Staff\*

- Supervision
- Front-line Constables
- Civilian Administrative and Support

### Support Positions\*

(Cost-Recovery Formula)

- Communication Operators
- Prisoner Guards
- Provincial Police Academy and In-Service Training
- Uniform Recruitment
- Municipal Policing Bureau
- Quality Assurance
- Forensic Identification
- IT and Telephone Support
- Regional Headquarters

\*Municipalities are billed for the portion of detachment and support positions required to meet their service demands

Aboriginal Policing

Unincorporated Territory

## PROVINCIAL / SPECIALIZED RESPONSIBILITIES

### Traffic Safety

- Aircraft Enforcement
- Provincial Traffic Safety Program
- Snowmobile All-Terrain Vessel Enforcement
- Waterways and King's Highway

### Investigations

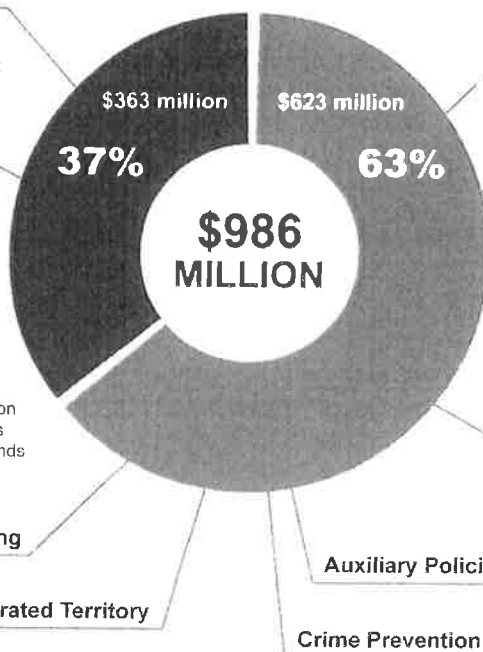
- Criminal Investigations
- Child Sexual Exploitation Investigations
- Anti-Rackets
- Organized Crime
- Investigation and Support

### Intelligence

- Covert Operations
- Provincial Anti-Terrorism and Hate Crimes
- Analysis and Information
- Field Intelligence

### Specialized Response Teams

- Tactical Emergency Medical Services
- Aviation Services
- Canine Unit
- Emergency Response Team
- Negotiations
- Tactics and Rescue Unit
- Underwater Search and Recovery Unit
- Urban Chemical Response Team



Source: OPP

Based on 2013 actual expenditures

Date: July 30, 2014 Ontario Provincial Police

Please feel free to contact me if you require any further information or clarification on the responses to these questions.

Yours truly,

Dan Smith  
Inspector of Operations



## Future Policing in the Township of Cavan Monaghan

Response for: Anonymous

Completed: 3/15/2015 7:26 PM EDT

1 First Name

2

3 In as much detail as possible, in the box below, please provide your question:

I would like to support the continued contracting of the Ontario Provincial Police as the enforcement service for the Township of Cavan Monaghan.

I have had the opportunity to use the OPP over the past years and found the service very responsive, and co-operative. The officers that attended were receptive, approachable and quick to respond, and extremely helpful, supportive and obliging. In addition there was a timely follow up, and continued attention to the issue, which was very much appreciated.

In my opinion the OPP provides excellent service, and are specialists and experts in providing assistance in a "rural" setting. They have a number of resources that are readily available to them by simply making a phone call, which is invaluable.

Thank you for soliciting comments on this important decision.

4 Select which organization ☐ you would like to direct your question to:

Answer

☐ Ontario Provincial Police☐ Peterborough Police Services☐ Both

### Regular Council Meeting

<b>To:</b>	Mayor and Council
<b>Date:</b>	December 2, 2013
<b>From:</b>	Elana Arthurs, Clerk
<b>Report Number:</b>	Corporate Services 2013-18
<b>Subject:</b>	OPP Amending Agreement

#### **Recommendation:**

That Council of the Township of Cavan Monaghan support the recommendation from the Cavan Monaghan Police Services Board to enter into an amending agreement for policing services provided by the Ontario Provincial Police (OPP) to extend the current contract until the Ministry of Community Safety and Correctional Services (MCSCS) is in a position to renew the contract.

---

#### **Overview:**

The current contract between the Township of Cavan Monaghan and the Ministry of Community Safety and Correctional Services (MCSCS) for policing services provided by the Ontario Provincial Police (OPP) is set to expire in August 2014. The existing contract is classified as being a Section 10 contract meaning we are billed a set amount as outlined in the contract and we have an established Police Services Board.

OPP have written informing us that together with the MCSCS they are actively working to reform the billing process for municipalities policed by the OPP. Because this process is underway they are not in a position to renew any contracts until sometime in 2015. Our current agreement expires August 31, 2014 and they have provided two options for consideration in the interim;

1. to enter into an amending agreement, that includes the current cost recovery formula, extending our present contract until the new process is in place and maintaining our Section 10 status; or
2. to revert to Section 5.1 status which means we would be billed on a per use basis and would eliminate the Police Services Board.

The Cavan Monaghan Police Services Board held a meeting on November 21, 2013 to review the options and passed the following motion:

Moved by: John Fallis  
Seconded by: Andy Harjula

That the Cavan Monaghan Police Services Board recommends that the Council of the Township of Cavan Monaghan enter into an amending agreement for policing services provided by the Ontario Provincial Police (OPP) to extend the current contract until the Ministry of Community Safety and Correctional Services is in a position to renew the contract.

**Carried**

As of the date this report was prepared, staff was scheduled to attend an information session that should provide additional information on the new billing model and how it may impact the Township of Cavan Monaghan. In the interim it is recommended that we maintain the current structure until additional information is provided.

Should Council support the recommendation a by-law will be brought forward with the amending agreement, once it is obtained from the MCSCS, for adoption.

**Financial Implication:**

There is no financial impact at this time. The Township will continue to be billed under the current formula until a new billing model and contract is established in 2015.

**Attachment:**

Letter of October 4, 2013 from the Ontario Provincial Police (OPP) and the Ministry of Community Safety and Correctional Services (MCSCS).

Respectfully submitted by,

Reviewed by,

Elana Arthurs  
Clerk

Yvette Hurley  
Chief Administrative Officer

**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, ave Memorial  
Orillia (ON) L3V 7V3

Tel: (705) 329-6200

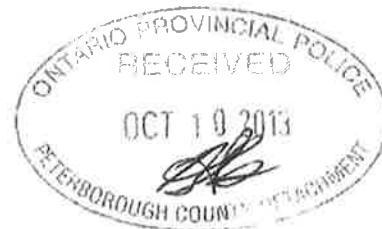
Fax: (705) 330-4191

File #:

613-10

October 4, 2013

Director of Finance / CAO  
Municipality of Cavan-Monaghan  
988 County Road #10  
R.R. #3  
Millbrook, ON, L0A 1G0



Dear Sir/Madam:

The present contract between the Municipality of Cavan-Monaghan and the Ministry of Community Safety and Correctional Services (MCSCS) for policing services provided by the Ontario Provincial Police (OPP) is due to expire on August 31, 2014. As you are aware, it is the responsibility of your municipality to provide policing in accordance with the *Police Services Act* (PSA). The Act gives all municipalities several options as to how they may provide policing, including a Section 10 contract or a Section 5.1 billing arrangement with the OPP.

The OPP and MCSCS are actively reviewing the billing process for municipal policing services provided by the OPP. The goal of this review, and of any proposed changes, is to recover costs in a way that is fair and consistent for all municipalities using OPP services.

As a result of this billing process review, the MCSCS will not be in a position to renew Section 10 contracts until early 2015, and we would like to take this opportunity to assist you in fulfilling your obligation under the PSA. As your contract is scheduled to expire on August 31, 2014, we are offering your municipality two options. One would be to enter into an amending agreement that includes the current cost recovery formula. The second is to revert your municipality to a Section 5.1 policing arrangement under the PSA, and which includes the current cost recovery formula.

The OPP values its contract relationship with your municipality and you may be assured that we will assist you through this period of change. An OPP Municipal Policing Analyst will contact you in the near future to further discuss this process.

Director of Finance / CAO  
Page two

We look forward to meeting with you to establish a new agreement.

Yours truly,

A handwritten signature in black ink, appearing to read "R.A. Philbin". The signature is written in a cursive, flowing style.

R.A. (Rick) Philbin  
Superintendent  
Commander  
Municipal Policing Bureau

/sm

c: Commander, Central Region  
Commander, Peterborough County Detachment





## Regular Council Meeting

<b>To:</b>	Mayor and Council
<b>Date:</b>	December 16, 2013
<b>From:</b>	Elana Arthurs, Clerk
<b>Report Number:</b>	Corporate Services 2013-20
<b>Subject:</b>	Cavan Monaghan Policing

### Recommendations:

1. That Council approve By-law 2013-82 being a by-law to authorize the execution of an Amending Agreement between the Ministry of Community Safety and Correctional Service of Ontario and the Township of Cavan Monaghan for the Provision of Police Services under Section 10 of the Police Services Act, R.S.O. 1990, c. P. 15
2. That Council direct staff to continue to arrange for information to be provided on alternative options for policing in the Township of Cavan Monaghan.

---

### Overview:

Staff presented Report Corporate Services 2013-18 OPP Amending Agreement (Attachment 1) to Council with a recommendation from the Cavan Monaghan Police Services Board to enter into an amending agreement, that includes the current cost recovery formula, extending our present contract until the new process is in place and maintaining our Section 10 status.

Council deferred the decision to the next Council meeting and asked that staff obtain a copy of the contract for review before making a decision.

A copy of the draft Amending Agreement was received from the Ontario Provincial Police (OPP) (Attachment 2) which is an extension from our current contract to provide policing until December 31, 2014. Council would be required to adopt By-law No. 2013-82 (Attachment 3) to execute the signing of the agreement.

In speaking with David Brack, Contract Analyst for the OPP he indicated the reason for the agreement now is to enable them to have everyone covered until the end of 2014, as they will not be in a position to renew the contract in August 2014 when it expires. He did indicate that should the contract expire and the Township not have alternative policing arranged that the Township of Cavan Monaghan would revert to a Section 5.1 status which means we would be billed on a per use basis and would eliminate the Police Services Board.

On December 4, 2013 staff spoke with Chief Murray Rodd and enquired about the Peterborough Police providing a presentation to Council on the feasibility of providing policing services to the Township of Cavan Monaghan. He indicated they would be happy to explore the possibilities although requested that we send a letter to the Peterborough Lakefield Police Services Board with our request. Staff prepared the letter and sent it to Mary Smith, Chair of the Board, on December 9<sup>th</sup>.

If Council is unable to obtain alternative policing services by August 31, 2014 and subsequently be policed by the OPP under the Section 5.1 formula, the municipality could be faced with unforeseen costs impacting the 2014 budget.

During an information session attended by staff on November 29, 2013 it was indicated the intention to have the new OPP billing model in place by January 2015 and that new contracts would be established at that time.

**Financial Implication:**

There is no financial impact at this time.

**Attachments:**

1. Report-Corporate Services-2013-18 OPP Amending Agreement
2. Draft Amending Agreement extending the contract for policing services with the OPP until December 31, 2014
3. By-law No. 2013-82 being a by-law to authorize the execution of an Amending Agreement between the Ministry of Community Safety and Correction Services of Ontario and the Township of Cavan Monaghan.

Respectfully submitted by,

Reviewed by,

Elana Arthurs  
Clerk

Yvette Hurley  
Chief Administrative Officer

This AMENDING AGREEMENT, made in four (4) originally executed copies, is from the 1<sup>st</sup> day of September, 2014 to the 31<sup>st</sup> day of December, 2014.

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**

as represented by

**THE MINISTER OF COMMUNITY SAFETY AND CORRECTIONAL  
SERVICES  
("Ontario")**

-and-

**THE CORPORATION OF THE TOWNSHIP OF CAVAN MONAGHAN  
("the Municipality")**

**BACKGROUND**

- A. The Parties entered into the Agreement for the provision of Police Services under Section 10 of the *Police Services Act* (the "Agreement") which commenced on the 1<sup>st</sup> day of September, 2009.
- B. The Agreement includes all the Schedules and Appendices to the Agreement.
- C. Pursuant to Section 32 the Parties may amend the Agreement by written agreement.
- D. The Parties wish to amend the Agreement as set out in this Amending Agreement, by extending the duration of the contract to conclude on the 31<sup>st</sup> day of December 2014, as supported by By-law # \_\_\_\_\_ dated the \_\_\_\_\_, of the Council of the Corporation of the Township of Cavan Monaghan, (attached as Schedule "A-2").

**NOW THEREFORE**, the Parties agree as follows:

Section 29 of the Agreement shall be replaced with the following:

- 29. Notwithstanding the date upon which this Agreement is signed, the term of this Agreement shall commence on the 1<sup>st</sup> day of September, 2009, and shall conclude on the 31<sup>st</sup> day of December, 2014.

Relevant terms and conditions of the Agreement, that are not specifically amended but that relate to the amendments set out in this Amending Agreement shall be deemed to be amended so as to give effect to the changes herein.

Except for the amendments set out herein, the terms and conditions of the Agreement remain in full force and effect and time shall remain of the essence.

Notwithstanding the date upon which this Amending Agreement is signed, this Amending Agreement is effective from the 1<sup>st</sup> day of September 2014, and shall conclude on the 31<sup>st</sup> day of December, 2014.

**FOR ONTARIO**

\_\_\_\_\_  
**The Minister of Community Safety and  
Correctional Services**

**FOR THE MUNICIPALITY**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Clerk**

Date signed by the Municipality: \_\_\_\_\_

## **The Township of Cavan Monaghan**

### **By-Law No. 2013-82**

Being a by-law to authorize the execution of an Amending Agreement between the Ministry of Community Safety and Correctional Services of Ontario and the Township of Cavan Monaghan for the Provision of Police Services under Section 10 of the Police Services Act, R.S.O. 1990, c. P. 15

**Whereas** the Township of Cavan Monaghan deems it necessary to comply with Section 10 of the Police Services Act, R.S.O. 1990, c. P. 15;

**And Whereas** under Section 4(1) of the Police Services Act, R.S.O. 1990, c. P. 15, as amended, the Municipality is required to provide adequate and effective police services in accordance with its needs;

**And Whereas** under Section 5 of the Act, the Municipality's responsibility for providing police services may be discharged by entering into an Agreement with Ontario under Section 10 of the Act;

**Now Therefore** the Council of the Township of Cavan Monaghan enacts as follows:

1. That the Mayor and Clerk are hereby authorized and directed to execute the Amending Agreement with the Ministry of Community Safety and Correctional Services of Ontario.
2. That the Amending Agreement is attached as Schedule A to this By-law.

Read a first, second, and third time and passed in this 16<sup>th</sup> day of December, 2013.

---

John Fallis  
Mayor

---

Elana Arthurs  
Clerk



## Regular Council Meeting

<b>To:</b>	Mayor and Council
<b>Date:</b>	September 8, 2014
<b>From:</b>	Elana Arthurs, Clerk
<b>Report Number:</b>	Corporate Services 2014-14
<b>Subject:</b>	New OPP Billing Model

### Recommendation:

That Council receive Report – Corporate Services 2014-14 New OPP Billing Model for information.

---

### Overview:

In December 2012, the Auditor General of Ontario recommended that the OPP seek ways to simplify, and make more transparent, its cost-recovery methods for police services while also addressing large variations in costs between municipalities.

The Province committed to finding solutions for this issue at the August AMO conference.

Ontario directed Provincial Officials and the OPP to develop a new billing model that was fair, transparent and would reduce wide variances in costs for OPP-policed municipalities.

On November 29, 2013 municipal staff attended an engagement session provided by the Ministry of Community Safety and Correctional Services to consult municipalities on a proposed billing model and the feedback was intended to be used to develop the new billing model.

Because the new model was not going to be in place prior to the expiry of the Township's contract with the OPP, Council signed an amending agreement on December 16, 2013 to extend the OPP contract to December 31, 2014 to allow time for the new Billing Model to be in place.

On August 14, 2014 municipalities were notified that the new OPP billing model would be presented at the AMO conference and future information sessions would be held for municipalities in the fall to provide an overview of the new model. Staff will be attending a session on September 4, 2014 in hopes to obtain additional information to what has been presented to date and report back to Council.

**Financial Impact:**

Under the new model, the bills will be split between base costs and reactive calls for service.

Base costs, which include services such as routine patrols, crime prevention, RIDE programs and proactive policing, will now make up approximately 60 per cent of the bill.

Reactive calls for service will make up the remaining 40 per cent of the bill, these calls usually involve the attendance of an officer or officers at the scene of an occurrence such as a motor vehicle collision. The charge for reactive calls for service will vary among municipality's individual usage levels.

The new model will be phased in over a period of up to five years with annual caps on changes in policing costs that occur as a result of the new billing model.

Township staff does not have enough information at this time to determine if this new model is going to create any cost savings to Cavan Monaghan or additional charges based on a higher number than average calls for service. We anticipate additional information will be provided on September 4, 2014.

Respectfully submitted by,

Reviewed by,

Elana Arthurs  
Clerk

Kimberley Pope  
Director of Finance/Treasurer

Yvette Hurley  
Chief Administrative Officer



## Regular Council Meeting

<b>To:</b>	Mayor and Council
<b>Date:</b>	September 8, 2014
<b>From:</b>	Elana Arthurs, Clerk and Kimberley Pope, Director of Finance
<b>Report Number:</b>	Corporate Services/Finance 2014-15
<b>Subject:</b>	Policing Services for the Township of Cavan Monaghan

### Recommendations:

1. That Council receive Report – Corporate Services/Finance 2014-15 Policing Services for the Township of Cavan Monaghan for information, and;
2. That Council direct staff to prepare a report for the next Regular Council Meeting after Township staff have had an opportunity to obtain additional information on costs associated with the new O.P.P. Billing Model.

---

### Overview:

At the Regular Council meeting of December 16, 2013 staff was directed to explore and investigate the potential of policing services through the City of Peterborough and estimated associated costs.

The Township of Cavan Monaghan is pleased with the services provided by the O.P.P. however the unknown changes to the O.P.P. Billing Model and the financial position of the Township has created the need to review the efficiency and cost of all municipal services.

Several meetings have been held with Township staff and representatives from the City of Peterborough and the Peterborough Community Police Service to discuss the current policing services, the needs of the municipality and the opportunity for cost savings.

This report will provide an overview of the current services provided by the O.P.P. and the proposed contract services being offered by the Peterborough Community Police Service, including cost estimates.

The current O.P.P. billing model is established by number of hours of service provided and subsequently billed to the Township. The current contract, that has been in place since 2009 and remains until December 31, 2014, provides for 9.62 Full Time Equivalent (FTE) Officers providing 14,112 total hours of police service per year. Monthly reports are provided to the Township which outline the number of hours provided and any additional hours provided to the municipality. The Detachment



Commander makes every attempt to keep the hours within the allocated number of billed hours in the contract but should additional time be provided to the Township there is no additional charge to the municipality.

The Peterborough Community Police Service has presented a proposal that attempts, at minimum, to provide a similar level of service to that which we are currently receiving from the O.P.P. The proposal suggests that the municipality have two officers; one Officer at 24 hours/day and a second Officer at 15 hours/day. They have also outlined additional hours for Supervision, Community Services and Traffic Support which total 14,635 hours provided annually. Included in the proposal attached is a cost estimate of \$40,000 for overtime hours and statutory holidays, if exceeded would be billed to the municipality.

Chief Murray Rodd has indicated they will ensure that if additional officers are required in the Township of Cavan Monaghan that there will be sufficient coverage in Peterborough to respond effectively.

Due to the recent news release on the new O.P.P. Billing Model, staff will need the opportunity to review the details of the new billing model, when provided, to complete a true comparison of costs between the O.P.P. and the Peterborough Community Police Service.

A comparison of the proposal from the Peterborough Community Police Service and the current service level provided by the O.P.P is difficult as the structure of services are managed and calculated differently.

Further discussions and any final agreement would require the approval of both the Council of the City of Peterborough and the Council of the Township of Cavan Monaghan.

### **Financial Impact:**

The 2014 Costing summary was estimated at \$1,522,118, without including the annual reconciliation credit. Over the past 5 years, the municipality has received a credit equal to approximately 5%, however the credit value is not reconciled until after year end. Therefore the estimated 2014 O.P.P. expense, including averaged annual credit, could be reduced to \$1,446,012. Staff does not have the information on the new billing model to provide forecast cost estimates for 2015 at this time.

The 2015 City of Peterborough/Peterborough Community Police Service propose a contract total of \$1,249,125. This proposal is approximately \$200,000 less than the estimated 2014 policing costs (including the annual reconciliation credit). There are three components in the Peterborough Community Police Service proposed contract that may/may not incur additional billing, which include; Overtime, Liability Insurance and Annual Policing Increases.

- Overtime of \$40,000 is included in the proposed contract based on the three year average of \$38,206. Any additional overtime, if applicable, would be billed to the municipality. However, staff has requested to reconcile this one line item at the end of each year to receive the benefit if under the \$40,000 threshold.

- The City has provided to maintain comprehensive general liability insurance of at least \$5,000,000 and to include the Township as an additional insured in the proposed contract at a cost of \$8,000 as per preliminary insurance quotes, which is subject to renewal pricing.
- Annual policing increases are unknown however, the annual police services wage increases between 2010-2014 averaged 3% - 3.25% increase per year. The proposed contract includes a human resource and non-human resource cost component that would contribute to an annual increase throughout the five year term of the contract.

Staff is also investigating costs associated with Emergency 911 services with Bell Canada to determine if there would be additional expenses incurred. This information is not yet available for staff to review.

**Attachments:**

1. Ontario Provincial Police – 2014 Municipal Policing Costs Estimate
2. City of Peterborough/Peterborough Community Police Service – Proposed Contract Services to Cavan Monaghan

Respectfully submitted by,

Reviewed by,

Elana Arthurs  
Clerk

Yvette Hurley  
Chief Administrative Officer

Kimberley Pope  
Director of Finance/Treasurer

Ontario  
Provincial  
Police

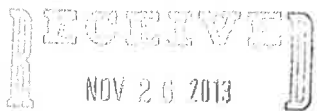
Police  
provinciale  
de l'Ontario



**Municipal Policing Bureau**  
**Bureau des services policiers des municipalités**

777 Memorial Ave.  
Orillia ON L3V 7V3

777, ave Memorial  
Orillia (ON) L3V 7V3



Tel: (705) 329-6200

Fax: (705) 330-4191

File number/Référence: 1050

BY: \_\_\_\_\_

November 20, 2013

CAO  
The Township of Cavan-Monaghan  
988 County Road 10  
Millbrook, ON L0A 1G0

Dear Sir/Madame:

**Re: 2014 Municipal Policing Cost Estimate – Ontario Provincial Police (OPP)**

Please find attached the 2014 estimated OPP policing costs for the The Township of Cavan-Monaghan, in accordance with the contract between the The Township of Cavan-Monaghan and the Ministry of Community Safety and Correctional Services.

The estimated salaries are based on the terms of the 2011 - 2014 Compensation Framework Agreement between the Ministry of Government Services and the Ontario Provincial Police Association. The Agreement states that following a two-year across the board salary freeze, ending December 31, 2013; the general salary increase in 2014 will be determined by the salary of the highest paid police service in Ontario. In May of this year, we communicated to our municipalities that we projected the 2014 salary increase to be 8.55 percent. The final rates for 2014 remain unsettled; however the current projection continues to be at the same level reported in May. A general salary rate increase of 8.55% has been included in this cost estimate.

The Ministry of Government Services sets OPP benefit rates each year. The current benefit rates have been included in the estimated costs and will be applied to the final year end reconciliation (26.6% for uniform officers and 25.5% for civilian staff). The increased cost of termination and severance payments resulting from recently higher attrition rates has resulted in an increase in the uniform officer rates in comparison to last year's rate.

The costing formula applied to municipal policing costs has been subjected to the regularly scheduled annual review. The 2013 Cost-Recovery Formula has been integrated into the 2014 estimated policing costs, as applicable. A copy of the *2014 OPP Cost Schedule for Municipal Policing* has been attached for your reference. For additional information regarding the Cost-Recovery Formula please refer to the document *Understanding Ontario Provincial Police (OPP) Municipal Policing Costs* available to the public at <http://www.opp.ca/ecms/index.php?id=595>.

A credit for Provincial Services Usage (PSU) has been included in the 2014 total estimated policing costs, reducing monthly billings for the year. The PSU credit compensates municipalities for the deployment of officers to other areas in response to investigations or other occurrences deemed to be provincial responsibilities. Municipalities are being credited for one half of their three-year average actual PSU percentage rate, to a maximum of five percent of their 2014 estimate. A final adjustment for actual PSU experience will be reflected in the year-end reconciliation.

Please note, that interest will be charged on overdue accounts and it is applied retroactively to outstanding balances.

If you have any questions regarding this estimate, please contact Catherine McCauley, Manager Municipal Policing Financial Services Unit, at (705) 329-6913.

Yours truly,



R.A. (Rick) Philbin  
Superintendent  
Commander  
Municipal Policing Bureau

Attachments

c: Chair, Police Services Board  
Detachment Commander, Peterborough County OPP  
ec: Commander, Central Region

**O.P.P. COSTING SUMMARY**  
**Estimated Policing Costs for the period**  
**January 1, 2014 to December 31, 2014**

**TOWNSHIP OF CAVAN MONAGHAN**

2013 Cost Recovery Formula

**Salaries and Benefits**

<b>Uniform Members</b>	<b>Positions</b>	<b>\$</b>	
Inspector .....	0.12	17,166	
Staff Sergeant-Detachment Commander .....	-	-	
Staff Sergeant .....	0.12	14,409	
Sergeant .....	0.59	62,825	
Constables .....	8.79	832,431	
Total Uniform Salaries (Note 1)		926,830	
Overtime (3 Yr Avg %)		38,206	
Contractual Payout (Vacation & Statutory Holidays)		35,220	
Shift Premiums		6,332	
Benefits (26.6% of Salaries; 2% of Overtime)		247,301	
<i>Total Uniform Salaries &amp; Benefits</i>			1,253,888
<b>Civilian Members</b>	<b>Positions</b>	<b>\$</b>	
Court Officer .....	-	-	
Detachment Administrative Clerk .....	0.59	35,507	
Caretaker .....	0.24	12,234	
Communication Operators .....		49,678	
Prisoner Guards Salaries & Benefits .....		13,064	
Office Automation Support Salaries & Benefits .....		3,742	
Telephone Support Salaries & Benefits .....		1,126	
Operational Support Salaries & Benefits .....		37,114	
Sub-total Civilian (Note 1)		152,465	
Benefits (25.5% of Detachment Staff Salaries; 19.1% Part-time)		12,174	
<i>Total Civilian Salaries &amp; Benefits</i>			164,639
<b>Total Salaries &amp; Benefits</b>			<b>1,418,527</b>

**Other Direct Operating Expenses**

Communication Centre .....	2,443
Operational Support .....	8,687
RHQ Municipal Support .....	19,298
Vehicle Usage .....	77,518
Telephone .....	10,890
Detachment Supplies & Equipment .....	5,099
Accommodation .....	5,657
Uniform & Equipment .....	11,294
Cleaning Contract .....	-
Mobile Radio Equipment Repairs & Maintenance .....	7,609
Office Automation - Uniform .....	13,487
Office Automation - Civilian .....	995
<i>Total Other Direct Operating Expenses</i>	162,977
2014 Total Estimated Gross Policing Cost .....	1,581,504
Provincial Services Usage .....	(59,385)

**TOTAL ESTIMATED POLICING COST**

**\$ 1,522,118**

- 1) Uniform salaries are estimated 2014 salary rates. The civilian salaries (excluding Support Staff) are estimated 2014 salary rates. The formula rates applied for Support Staff salaries and benefits are based on fiscal 2012-13 costs.

**2014 OPP Cost Schedule for Municipal Policing**  
Including 2013 Municipal Cost-Recovery Formula<sup>①</sup>

Uniform Staff Salary Rates <sup>②</sup> (Based on Estimated 2014 Salary Rates)	Inspector	\$143,047
	Staff Sergeant	\$129,124 (Detachment Commander)
	Staff Sergeant	\$120,077 (Program Manager)
	Sergeant	\$106,483
	Constable	\$94,702
	Part-time Constable	\$72,500
Overtime Rate <sup>②</sup>	6.6% of uniform staff salaries	
Shift Premium <sup>①</sup>	\$675 per uniform member (sergeant and below)	
Contractual Payouts Rate <sup>②</sup> (Vacation and Statutory Holidays)	3.8% of full-time uniformed staff salaries	
Civilian Staff Salary Rates <sup>②</sup> (Based on Estimated 2014 Salary Rates)	Court Officer	\$62,152
	Detachment Administrative Clerk	\$60,181
	Caretaker	\$50,977
Benefit Rates <sup>③</sup>	26.6 % uniformed staff (part-time 20.6%)	
	25.5 % civilian staff (part-time 19.1%)	
	2 % overtime payments	
Support Salaries and Benefits Cost <sup>①</sup> (cost per uniform member)	Communication Operators	\$5,164
	Prisoner Guards	\$1,358
	Office Automation Support	\$389
	Telephone Support	\$117
	Operational Support	\$3,858
Other Direct Operating Expenses (ODOE) <sup>①</sup> (cost per uniform member, unless otherwise stated)	Communication Centre	\$254
	Operational Support	\$903
	RHQ Municipal Support	\$2,006
	Vehicle Usage	\$8,058
	Telephone	\$1,132
	Detachment Supplies & Equipment	\$530
	Accommodation	\$588
	Uniforms & Equipment	\$1,174
	Cleaning Contract	\$303
	Mobile Radio Maintenance	\$791
	Office Automation - Uniform	\$1,402
	- Civilian	\$1,687 (per civilian member)

<sup>①</sup> *The Municipal Cost-Recovery Formula rates are reviewed and updated annually*

<sup>②</sup> *Estimated annual rates*

<sup>③</sup> *Current rates*

**Schedule C**  
**City of Peterborough/Peterborough Community Police Service**  
**Proposed Contract Services to Cavan Monaghan**

<b>Ref</b>	<b>Description</b>	<b>Annual Cost</b>
<b>1.0</b>	<b>Human Resources/Special Services</b>	
1.1	Supervision	7,857
1.2	Patrol and Generalist Policing Functions	949,630
1.3	Overtime & Special Services	40,000
1.4	Community Services	4,826
1.5	Traffic Support	12,066
1.6	Court Admin	30,303
1.7	Executive & Human Resources Expense	22,908
<b>1.8</b>	<b>Total Human Resources</b>	<b>1,067,590</b>
<b>2.0</b>	<b>Tech Support</b>	
2.1	Ontario Police Technology Information Cooperative (OPTIC)	5,841
2.2	Cell Phone	4,859
<b>2.3</b>	<b>Total Tech Support</b>	<b>10,700</b>
<b>3.0</b>	<b>Fleet</b>	
3.1	Capital costs	59,976
3.2	Licence	136
3.3	Maintenance	12,150
3.4	Fuel	26,827
<b>3.5</b>	<b>Total Fleet</b>	<b>99,089</b>
<b>4.0</b>	<b>Communications</b>	
4.1	911	44,671
4.2	Data Entry	12,885
<b>4.3</b>	<b>Total Communications</b>	<b>57,556</b>
<b>5.0</b>	<b>Insurance</b>	
<b>5.1</b>	Estimate of Premium	8,000
	<b>Total Insurance</b>	<b>8,000</b>
<b>6.0</b>	<b>Other</b>	
6.1	Officer Equipment	5,749
6.2	CAD Mapping	440
<b>6.3</b>	<b>Total Other</b>	<b>6,189</b>
<b>7.0</b>	<b>Total Costs</b>	<b>1,249,124</b>



## Regular Council Meeting

<b>To:</b>	Mayor and Council
<b>Date:</b>	October 14, 2014
<b>From:</b>	Kimberley Pope, Finance Department & Elana Arthurs, Clerk
<b>Report Number:</b>	Corporate Services/Finance 2014-22
<b>Subject:</b>	2015 Municipal Policing Billing Statement - OPP

### Recommendation:

That Council receives for information the 2015 Municipal Policing Billing Statement – Ontario Provincial Police (OPP).

---

### Overview:

The Township was provided the 2015 billing statement from the Ontario Provincial Police (OPP) on September 29, 2014. This statement was provided using the revised municipal policy cost-recovery billing methodology approved by Treasury Board/Management Board of Cabinet on August 13, 2014.

The 2015 billing statement is based on a cost per property for residential, commercial and industrial properties. This model does not include vacant lots in the property count. There are 3,494 properties included in the calculation with a “calls for service” cost of 0.269% per property which totals a 2015 Calculated Cost, before phase-in adjustment, of \$1,137,764. This is approx. \$269,947 less than the 2014 forecasted OPP cost of \$1,407,711, and expected to be fully realized in 2017.

The municipal cost impacts of the revised municipal billing model will be phased in over a period of five years, from 2015 to 2019. The Township received a total cost decrease of \$77.26/property, and was one of 95 municipalities that received a decrease in excess of \$30. As the Phase-In adjustment of the new billing model has a maximum decrease of \$30/year per property, the cost for 2015 is estimated as \$1,302,880 (includes \$30/property decrease adjustment) and the final cost in 2017 estimated as \$1,137,754 (includes the final Phase-In adjustment).

Staff will require additional time to do an analysis of the proposal from the Peterborough Lakefield Community Police and the new OPP billing model prior to providing a recommendation to Council, which can be expected in December 2014.

Currently the Township has a contract with the OPP that falls under Section 10 of the Police Services Act which includes the establishment of a Police Services Board.



Should the Township not sign a contract prior to December 31, 2014, the OPP will continue to provide services under Section 5.1 of the Police Services Act, which states if a municipality does not provide for police services the Ontario Provincial Police shall provide police services to the municipality. The OPP have indicated that there will be no change in the way the municipality is billed regardless of whether we fall under Section 5.1 or Section 10. The one change under Section 5.1 is that there is no requirement for a Police Services Board.

**Financial Impact:**

The 2015 budget will be prepared including the \$104,831 decrease between the 2014 budgeted police servicing costs and the new billing for 2015 under the revised OPP model pending a Council decision on police services for the Township of Cavan Monaghan.

**Attachment:**

2015 Municipal Policing Billing statement – Ontario Provincial Police (OPP)

Respectfully Submitted by,

Kimberley Pope  
Director of Finance/Treasurer

Elana Arthurs  
Clerk

Reviewed by,

Yvette Hurley  
Chief Administrative Officer

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, ave Memorial  
Orillia (ON) L3V 7V3

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

File number/Référence: 511-1050

September 29, 2014

Chief Administrative Officer  
The Township of Cavan-Monaghan  
988 County Road 10  
Millbrook, ON, ON L0A 1G0

Dear Sir/Madame:

**Re: 2015 Municipal Policing Billing Statement – Ontario Provincial Police (OPP)**

Please find attached the 2015 Billing Statement and accompanying summaries for the The Township of Cavan-Monaghan. The Statement has been prepared in accordance with a revised municipal policing cost-recovery billing methodology approved by Treasury Board/Management Board of Cabinet on August 13, 2014.

Please find enclosed the following documents:

1. OPP Annual Billing Statements for the period January 1 to December 31, 2015
  - Statement excluding any existing contracted enhancements.
  - Statement including existing contracted enhancements, (if applicable).
2. Notes to 2015 OPP Municipal Policing Annual Billing Statement
3. OPP Total Municipal Base Service and Calls for Service Cost Summary
4. Calls For Service Billing Summary
5. Contract Enhancements Cost Summary, (if applicable)
6. Court Security Cost Summary, (if applicable)
7. Calls for Service Details (2010 to 2013)
8. 2015 OPP Municipal Policing Billing General Information
9. Property Count Definition
10. 2014 OPP Municipal Policing Cost-Recovery Formula Comparison

The OPP Municipal Policing Cost-Recovery Formula continues to be an integral part of the cost recovery process. The costing formula applied to municipal policing costs has been subjected to the regularly scheduled annual review. The 2014 Cost-Recovery Formula has been integrated into the 2015 Billing Statement costs.

Municipalities will be billed monthly consistent with the current billing process. Please note, that interest will be charged on overdue accounts and it is applied retroactively to outstanding balances.

Please be advised that a Municipal Policing Bureau Contract Analyst will be contacting municipal officials within the next few weeks to discuss possible future policing services contract arrangements and billing options for 2015.

The information provided in this package is intended to provide an explanation of the revised billing methodology and the specific costs recovered from the municipality. Additional information about the revised billing model is available online at <http://www.opp.ca/ecms/index.php?id=13>. Questions or concerns that have not been addressed in the information package or online should be directed to Linda Davis, Municipal Policing Bureau Contract Analyst, at [Linda.Davis@opp.ca](mailto:Linda.Davis@opp.ca) or 705-329-6289.

We would like to take this opportunity to advise the municipality that due to the workload demands of preparing the municipal billing statement packages the completion of the semi-annual reconciliation has been delayed. We expect to have the reconciliations completed prior to the end of October.

Yours truly,



R.A. (Rick) Philbin  
Superintendent  
Commander  
Municipal Policing Bureau

Attachments

c: Chair, Cavan-Monaghan Police Services Board  
Detachment Commander, Peterborough County OPP  
ec: Commander, Central Region

# O.P.P. Annual Billing Statement

Cavan Monaghan Tp

For the period January 1 to December 31, 2015

Please see attachments for notes and additional information

		Cost per Property		\$
Base Service				
	Property Counts			
	Household	3,317		
	Commercial and Industrial	177		
	Total properties	3,494	\$ 200.51	\$ 700,582
Calls for Service	(see summaries)			
	Total all municipalities	\$138,122,392		
	Municipal portion	0.2690%	\$ 106.32	\$ 371,495
Overtime	(see notes)		\$ 11.57	\$ 40,415
Contract Enhancements	(see summary)			
Court Security	(see summary)			
Prisoner Transportation	(per property cost)		\$ 2.41	\$ 8,421
Accommodation	(per property cost)		\$ 1.14	\$ 3,983
Cleaning Services	(per property cost)		\$ 3.68	\$ 12,858
Total 2015 Calculated Cost before Phase-In Adjustment			\$ 325.63	\$ 1,137,754
2015 Phase-In Adjustment Billing Summary				
2014 Forecasted cost	Total	\$ 1,407,711	\$ 402.89	
2015 Calculated Cost per Property (see above)			\$ 325.63	
Cost per Property Variance	(Decrease)		\$ 77.26	
2015 Adjustment (Maximum per property)	(Decrease)		\$ 30.00	
Actual 2015 Phase-In Adjustment			\$ 47.26	\$ 165,126
Total Billing for 2015			\$ 372.89	\$ 1,302,880
2015 Monthly Billing Amount				\$ 108,573

## **Notes to 2015 OPP Municipal Cost Recovery Billing**

### **Municipal Base Service and Calls for Service Costs**

The Base Service and Calls for Service costs are calculated costs of OPP members providing municipal policing services. The costs are determined based on the staffing in detachments and the municipal policing activities performed. Statistical analysis of activity in all detachments is used to determine the municipal policing workload allocation of all detachment-based staff as well as the allocation of the municipal workload between base services and calls for service activity. For 2015 billing purposes the allocation of the municipal workload has been calculated to be 60.1% Base Service and 39.9% Calls for Service. Please refer to *Base Service and Calls for Service Cost Summary* for the total municipal Base Service and Calls for Service 2015 cost calculation.

### **Base Service**

The Base Service costs represent municipal costs related to proactive policing services such as routine patrols, crime prevention, RIDE programs, training, administration, etc. The cost to each municipality is determined by the number of properties in the municipality and the standard province-wide average cost per property. The number of municipal properties is determined based on MPAC data; please refer to the property count definition attached, *Property Count Definition: OPP Municipal Policing Billing Model*. The calculation of the standard province-wide base cost per property is detailed on *Base Service and Calls for Service Cost Summary*.

### **Calls for Service**

The Calls for Service costs represent the municipal costs related to policing services that are typically reactive in nature and usually require a police officer's attendance. A municipality pays a proportionate share of the total cost of municipal calls for service costs calculated for the province. A municipality's proportionate share of the costs is based on weighted time standards applied to the historical calls for service. The municipality's total weighted time is calculated as a percentage of the total of all municipalities.

### **Overtime**

Municipalities are billed for overtime resulting from occurrences in their geographic area and a portion of overtime that is not linked specifically to a municipality, such as training. Municipalities are not charged for overtime identified as a provincial responsibility. The overtime activity for the calendar years 2012 and 2013 has been analyzed, applying the revised billing methodology, and averaged to forecast the 2015 costs. The costs incorporate the estimated 2015 salary rates and a discount to reflect overtime paid as time in lieu. The overtime costs incurred in servicing detachments for shift shortages have been allocated on a per property basis based on straight time.

## **Court Security**

Municipalities with court security responsibilities in local courthouses have been billed court security costs based on the cost of the staff in the servicing detachment required to provide designated court security activities. 2015 costs have been based on 2013 security activity and security requirements specified by detachment staff.

## **Prisoner Transportation**

Prisoner Transport costs have been allocated to municipalities on a per property basis. The total estimated cost of municipal detachment staff providing prisoner transport services across the province has been calculated based on 2013 activities. The standard per property cost was calculated using the total of all OPP-policed municipal properties.

## **Accommodation**

The municipal portion of the cost of provincially-owned detachment facilities has been allocated to municipalities on a per property basis. A standard province-wide rate has been set based on the total calculated municipal detachment costs and the property counts of municipalities requiring detachment facilities. The municipal detachment costs are based on the number of municipal officers and the per officer cost set in the 2014 Municipal Policing Cost-Recovery Formula.

## **Cleaning Services**

Cleaning costs have been allocated to municipalities on a per property basis. The cost of the municipal portion of detachment caretakers and cleaning service contracts has been calculated and prorated based on the property counts of municipalities requiring these services.

## **Phase-in Adjustment**

The municipal cost impacts of the revised municipal billing model will be phased in over a period of five years, 2015 to 2019. The 2015 phase-in adjustment is based on the comparison of the 2015 calculated cost per property to the 2014 forecasted cost per property. See the table below for 2015 phase-in adjustment details.

<b>2015 vs. 2014 Cost per Property</b>	<b>Phase-in cap applied</b>	<b># of Municipalities</b>
Increase greater than \$40	Maximum \$40 increase	172
0 to \$40 Increase	n/a	34
Decrease up to \$30	n/a	23
Decrease greater than \$30	Maximum \$30 decrease	95

## **2014 Forecasted Municipal Policing Costs**

For 2015 billing purposes the Municipal Policing Bureau has forecasted 2014 costs by municipality. The issued 2014 Estimated Policing Costs were adjusted for recently observed costing trends and anticipated final cost adjustment. These forecasted costs were required to estimate the 2015 vs 2014 municipal cost impacts resulting from the revised billing model and determination of phase-in adjustments required.





# **OPP TOTAL BASE SERVICE AND CALLS FOR SERVICE COST SUMMARY**

For the Period January 01 to December 31, 2015

					Total Base Service and Calls for Service		
<u>Salaries and Benefits</u>					Calls for Service	Base Service	Calls for Service
Uniform Members	Note 1	FTE	Base %	\$/FTE	\$	\$	\$
Inspector .....		24.67	100.0	145,080	3,579,124	3,579,124	-
Staff Sergeant-Detachment Commander .....		14.96	100.0	130,860	1,957,666	1,957,666	-
Staff Sergeant .....		26.61	100.0	121,774	3,240,406	3,240,406	-
Sergeant .....		233.56	60.1	109,512	25,577,623	15,372,199	10,205,423
Constables .....		1,929.37	60.1	92,158	177,806,880	106,861,809	70,945,072
Part Time Constables .....		8.30	60.1	73,588	610,780	367,204	243,576
Total Uniform Salaries		2,237.47		95,095	212,772,479	131,378,408	81,394,071
Contractual Payout (Vacation & Statutory Holidays) .....				3,748	8,354,929	5,120,368	3,234,561
Shift Premium .....				678	1,472,094	884,729	587,365
Benefits (27.34% Full-time, Insp. 22.70%, 17.11% Part-time) .....					57,943,442	35,715,220	22,228,221
Total Uniform Salaries & Benefits				125,384	280,542,944	173,098,725	107,444,219
<b>Detachment Civilian Members</b>							
	Note 1						
Court Officer .....		14.20	60.1	63,083	895,779	538,729	357,050
Detachment Administrative Clerk .....		174.33	60.1	61,082	10,648,425	6,400,172	4,248,253
Detachment Clerk Typist .....		0.67	60.1	53,183	35,633	21,273	14,359
Detachment Operations Clerk .....		0.86	60.1	58,560	50,362	30,451	19,910
Garage Attendant .....		2.26	60.1	51,534	116,467	70,086	46,381
Total Detachment Civilian Salaries		192.32			11,746,665	7,060,711	4,685,953
Benefits (26.51% of Salaries) .....					3,114,041	1,871,795	1,242,246
Total Detachment Civilian Salaries & Benefits				77,271	14,860,706	8,932,506	5,928,200
<b>Support Staff (Salaries and Benefits)</b>							
	Note 2						
Communication Operators .....				5,702	12,758,054	7,818,297	4,939,757
Prisoner Guards .....				1,352	3,025,059	1,853,795	1,171,265
Office Automation Support .....				430	962,112	589,595	372,518
Telephone Support .....				128	286,396	175,507	110,889
Operational Support .....				4,261	9,533,860	5,842,470	3,691,390
Total Support Staff Salaries and Benefits					26,565,481	16,279,664	10,285,817
<b>Total Salaries &amp; Benefits</b>					<b>321,969,130</b>	<b>198,310,895</b>	<b>123,658,236</b>
<b>Other Direct Operating Expenses</b>							
	Note 2						
Communication Center .....				250	559,368	342,788	216,580
Operational Support .....				750	1,678,103	1,028,363	649,740
RHQ Municipal Support .....				2,194	4,909,009	3,008,303	1,900,706
Vehicle Usage .....				8,229	18,412,141	11,283,193	7,128,947
Telephone .....				1,200	2,684,964	1,645,380	1,039,584
Detachment Supplies .....				503	1,125,447	689,688	435,759
Uniform & Equipment .....				1,223	2,736,426	1,676,916	1,059,509
Mobile Radio Equipment Maintenance .....				804	1,798,926	1,102,405	696,521
Office Automation - Uniform .....				1,401	3,134,695	1,920,981	1,213,714
Office Automation - Civilian .....				1,633	287,179	172,608	114,571
Uniform & Equipment Court officer .....				702	9,968	5,995	3,973
Mobile Radio Equipment Maintenance Court Officer .....				804	11,417	6,866	4,551
Total Other Direct Operating Expenses					37,347,643	22,883,486	14,464,157
<b>Total 2015 Municipal Base and Calls for Service Cost</b>					<b>\$ 359,316,773</b>	<b>\$ 221,194,381</b>	<b>\$ 138,122,392</b>
<b>Total OPP-Policed Municipal Properties</b>						<b>1,103,152</b>	
<b>BASE SERVICE COST PER PROPERTY</b>						<b>\$200.51</b>	

**OPP TOTAL BASE SERVICE AND CALLS FOR SERVICE COST SUMMARY**  
**January 01, 2015 to December 31, 2015**

**Notes:**

Total Base Service and Call for Service Costs are based on the cost of salary, benefit, support and other direct operating expenses for staff providing policing services to municipalities. Staff is measured in full-time equivalent (FTE) units and the costs per FTE are described in the notes below.

- 1) Full-time equivalents (FTEs) are based on average municipal detachment staffing levels for the years 2010 through 2013. Contract staff enhancements are excluded.

The equivalent of **100.5 FTEs with a cost of \$14,778,590**, has been excluded from the Base Service and Calls for Service to reflect the average municipal detachment FTEs required for provincially-mandated responsibilities eligible for Provincial Service Usage credit.

Uniform salaries rates are based on weighted average rates for municipal detachment staffing by rank, level and classification. The 2015 salaries were estimated based on the 2014 rates set in the 2011 to 2014 Compensation Framework Agreement between the OPPA and the Ministry of Government Services with an estimated overall general salary rate increase of 1.5% applied.

FTEs have been apportioned between Base Service and Calls for Service costs based on the current ratio, **60.1% Base Service : 39.9% Calls for Service**.

- 2) Support Staff Costs and Other Direct Operating Expenses for uniform FTEs are calculated on a per FTE basis as per rates set in the 2014 Municipal Policing Cost-Recovery Formula.

**Calls for Service Billing Summary**  
**For the Period January 1 to December 31, 2015**

Calls for Service Billing Workgroups	Calls for Service Count					2015 Average Time Standard	Total Weighted Time	% of Total Provincial Weighted Time	2015 Estimated Calls for Service Cost
	2010	2011	2012	2013	Four Year Average				
					A	B	C = A * B		
					(Note 1)			(Note 2)	(Note 3)

**Cavan Monaghan Tp**

Drugs	3	9	5	2	5	31.8	151	0.0094%	\$ 12,984
Drugs Possession	16	29	15	16	19	6.0	114	0.0071%	\$ 9,799
Operational	391	389	380	442	401	3.4	1,362	0.0847%	\$ 117,045
Operational 2	275	268	259	238	260	1.2	312	0.0194%	\$ 26,818
Other Criminal Code Violations	28	22	25	18	23	7.0	163	0.0101%	\$ 13,989
Property Crime Violations	163	102	150	111	132	6.1	802	0.0499%	\$ 68,949
Statutes & Acts	52	54	59	66	58	3.0	173	0.0108%	\$ 14,892
Traffic	148	154	116	123	135	3.3	446	0.0278%	\$ 38,364
Violent Criminal Code	54	46	74	51	56	14.2	799	0.0497%	\$ 68,656
<b>Total</b>	<b>1,130</b>	<b>1,073</b>	<b>1,083</b>	<b>1,067</b>	<b>1,088</b>		<b>4,322</b>	<b>0.2690%</b>	<b>\$ 371,495</b>

<b>Provincial Totals</b>					<b>397,681</b>		<b>1,606,916</b>	<b>100%</b>	<b>\$ 138,122,392</b>
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Note 1) Average is displayed without decimals. For billing purposes the calculated average has been applied.

Note 2) Percentage is displayed to four decimal places. Final cost calculations are based on percentages rounded to seven decimal places.

Note 3) Costs rounded to 0 decimals

**Calls for Service Billing Workgroup Descriptions**

**Drugs**

Includes trafficking, production, and importation of drugs including marihuana, cocaine, heroin, crystal meth or other controlled substances. It also includes occurrences related to indoor/outdoor grow labs.

**Drug Possession**

Includes all occurrences where the most serious violation is possession of marihuana, cocaine, heroin, crystal meth or other controlled substance. It also includes other minor drug related offences.

**Operational**

Operational calls for service are non-criminal events that police attend to. These include animal complaints, non-criminal domestic disturbances, missing persons, noise complaints, property – lost or found, sudden deaths, and assist public calls.

**Operational 2**

Includes false alarms, keep the peace and 911 calls/911 hang-ups. Due to the higher frequency of these calls, they have been separated out from the 'Operational' category and allocated a lower time standard. Traffic incidents are excluded.

## **Calls for Service Billing Workgroup Description (continued)**

### **Other Criminal Code Violations**

The majority of offences counted in the Other Criminal Code Offences group are criminal offences that are not directed to people or related to property. It is similar to the group that Statistics Canada uses when reporting 'Other Criminal Code'. These include prostitution, offensive weapons, bail violations, counterfeiting, disturb the peace, indecent acts, breach of probation, and bribery.

### **Property Crime Violations**

This category is similar to the group that Statistics Canada uses when reporting 'Property Crimes'. These include arson, break and enter, theft, possession of stolen goods, mischief, identity theft, and some frauds.

### **Statutes & Acts**

Includes provincial statutes, primarily the Mental Health Act, Landlord Tenant Act and Trespass to property offences. It also includes custody dispute calls.

### **Traffic**

Includes motor vehicle collisions of all severities (property damage, personal injury and fatalities) and road rage incidents reported to police.

### **Violent Crimes**

The majority of offences counted in the Violent Crimes group are crimes against persons. This category is similar to the group that Statistics Canada uses when reporting 'Violent Crimes'. These include homicides, attempted murders, assaults, threats and robberies.

### **Security Detail (if applicable)**

There currently are no Niche violation codes that map to this work group.

**Calls For Service Details  
For the Calendar Years 2010 to 2013**

Calls for Service Billing Workgroups	Calls for Service Count				
	2010	2011	2012	2013	Four Year Average
<b>Cavan Monaghan Tp</b>	<b>1130</b>	<b>1073</b>	<b>1083</b>	<b>1067</b>	<b>1,088.25</b>
<b>Drugs</b>	<b>3</b>	<b>9</b>	<b>5</b>	<b>2</b>	<b>4.75</b>
DRUG Operation - Master Code			1		0.25
DRUG Operation - Residential Grow [outdoor]	1	1			0.50
DRUG Operation - Rural Grow	1				0.25
Production - Cannabis (Marihuana) (Cultivation)		2	1		0.75
Trafficking - Cannabis		3	1		1.00
Trafficking - Cocaine		1	1	2	1.00
Trafficking - Other Controlled Drugs and Substances Act	1	2	1		1.00
<b>Drugs Possession</b>	<b>16</b>	<b>29</b>	<b>15</b>	<b>16</b>	<b>19.00</b>
DRUG related occurrence	2	11	5	5	5.75
Possession - Cannabis	11	16	7	8	10.50
Possession - Cocaine	1	1	1	1	1.00
Possession - Other Controlled Drugs and Substances Act	2	1	2	2	1.75
<b>Operational</b>	<b>391</b>	<b>389</b>	<b>380</b>	<b>442</b>	<b>400.50</b>
ACCIDENT - NON-MVC - COMMERCIAL		1			0.25
ACCIDENT - NON-MVC - CONSTRUCTION SITE				1	0.25
ACCIDENT - NON-MVC - INDUSTRIAL		1	1		0.50
ACCIDENT - NON-MVC - Master Code	1				0.25
ACCIDENT - NON-MVC - PUBLIC PROPERTY		1			0.25
ACCIDENT - NON-MVC - RESIDENTIAL	1				0.25
Accident - Non-MVC Others			1		0.25
Alarm - Master Code		1			0.25
Alarm - Others	35	73	82	69	64.75
Animal - Bear Complaint				1	0.25
Animal - Dog Owners Liability Act	1	3	1	4	2.25
Animal - Other	5	9	7	8	7.25
Animal Bite	4	1		2	1.75
Animal Injured	6	2	1	1	2.50
Animal Rabid				4	1.00
Animal Stray	7	1	8	3	4.75
Assist Fire Department	8		3	7	4.50
Assist Public	46	53	47	61	51.75
Compassionate Message		3			0.75
Distressed / Overdue Motorist		1	1		0.50
Dogs By-Law		1			0.25
Domestic Disturbance	27	2	9	13	12.75
False Fire Alarm - Other	1				0.25
FAMILY DISPUTE	39	44	31	27	35.25
Fire - Building	2	1	2	1	1.50
Fire - Other	2	3	1	3	2.25
Fire - Vehicle		2	3		1.25
Firearms (Discharge) By-Law				1	0.25

**Calls For Service Details  
For the Calendar Years 2010 to 2013**

Calls for Service Billing Workgroups	Calls for Service Count				
	2010	2011	2012	2013	Four Year Average
Found - Bicycles	3			1	1.00
Found - Household Property	1			1	0.50
Found - Others	7	1	3	5	4.00
Found - Personal Accessories	1	4	1	2	2.00
Found - Sporting Goods, Hobby Equip.		1			0.25
Found Property - Master Code	6	3		1	2.50
Insecure Condition - Building	4		2	11	4.25
Insecure Condition - Others	1	1			0.50
Lost - Disabled Parking Permit			1	2	0.75
Lost - Jewellery				2	0.50
Lost - License Plate			12	33	11.25
Lost - Others	27	34	13	14	22.00
Lost - Personal Accessories	5	6	5	5	5.25
Lost - Radio, TV, Sound-Reprod. Equip.				2	0.50
Lost Property - Master Code	2	2			1.00
Missing Person 12 & older	4	9	15	15	10.75
Missing Person Located 12 & older	14	4	6	7	7.75
Missing Person under 12		2	1		0.75
Missing Person-Master code	1			1	0.50
Neighbour Dispute	6	14	12	20	13.00
Noise By-Law	3	2		1	1.50
Noise Complaint - Animal	1		1		0.50
Noise Complaint - Master Code		1			0.25
Noise Complaint - Others	10	16	18	6	12.50
Noise Complaint - Residence			4	5	2.25
Noise Complaint - Vehicle	1				0.25
Other Municipal By-Laws			2		0.50
Phone - Master Code	7	2			2.25
Phone - Nuisance - No Charges Laid	9	7	10	7	8.25
Phone - Other - No Charges Laid	12	6	7	13	9.50
Phone - Threatening - No Charges Laid	4	6	6	3	4.75
Sudden Death - Accidental				1	0.25
Sudden Death - Natural Causes	4	8	5	7	6.00
Sudden Death - Others	1	1			0.50
Suspicious Person	20	18	19	22	19.75
Suspicious vehicle	21	16	15	27	19.75
Traffic By-Law		1		1	0.50
Trouble with Youth	16	12	10	13	12.75
Unwanted Persons	11	6	12	5	8.50
Vehicle Recovered - Automobile	3	1	2	1	1.75
Vehicle Recovered - Constr. Vehicle		1			0.25
Vehicle Recovered - Other	1			1	0.50
Vehicle Recovered - Trucks		1		1	0.50

**Calls For Service Details  
For the Calendar Years 2010 to 2013**

Calls for Service Billing Workgroups	Calls for Service Count				
	2010	2011	2012	2013	Four Year Average
<b>Operational 2</b>	<b>275</b>	<b>268</b>	<b>259</b>	<b>238</b>	<b>260.00</b>
911 call / 911 hang up	163	191	202	176	183.00
911 hang up - Pocket Dial				1	0.25
False Alarm - Accidental Trip	20	10	4	14	12.00
False Alarm - Cancelled	22	9	5	3	9.75
False Alarm - Malfunction	35	12	8	5	15.00
False Alarm - Others	5	7	2	1	3.75
False Holdup Alarm - Accidental Trip	1				0.25
False Holdup Alarm - Malfunction	1	2			0.75
Keep the Peace	28	37	38	38	35.25
<b>Other Criminal Code Violations (Excluding traffic)</b>	<b>28</b>	<b>22</b>	<b>25</b>	<b>18</b>	<b>23.25</b>
Animals - Cruelty	2				0.50
Animals - Kill or injure	2				0.50
Bail Violations - Fail To Comply	3	6	7	5	5.25
Bail Violations - Master Code				1	0.25
Bail Violations - Recognizance	2		1	1	1.00
Breach of Probation	9	5	5	5	6.00
Bribery / Perjury - Master code	1				0.25
Child Pornography - Possess child pornography		1			0.25
Counterfeit Money - Others	1		1	1	0.75
Disobey court order/Misconduct executing process		1			0.25
Disturb the Peace	3	2	1		1.50
Indecent acts - Other			1		0.25
Obstruct Public Peace Officer		1			0.25
Offensive Weapons - Careless use of firearms	1		1		0.50
Offensive Weapons - Carry concealed				1	0.25
Offensive Weapons - Explosives				1	0.25
Offensive Weapons - Other Weapons Offences	1	1	3	1	1.50
Offensive Weapons - Possession of Weapons		2		1	0.75
Offensive Weapons - Prohibited			1		0.25
Offensive Weapons-Other Offensive Weapons	1	1	2		1.00
Possession Of Counterfeit Money				1	0.25
Public Morals			1		0.25
Trespass at Night		2	1		0.75
Utter Threats to injure animal	1				0.25
Utter Threats to Property / Animals	1				0.25
<b>Property Crime Violations</b>	<b>163</b>	<b>102</b>	<b>150</b>	<b>111</b>	<b>131.50</b>
Arson - Others				1	0.25
Break & Enter - Firearms	1				0.25
Fraud - False Pretence Under \$5,000	1		1	2	1.00
Fraud - Forgery & Uttering	1	2	1		1.00
Fraud - Fraud through mails	2	2	3		1.75
Fraud - Master Code		1			0.25

**Calls For Service Details  
For the Calendar Years 2010 to 2013**

Calls for Service Billing Workgroups	Calls for Service Count				
	2010	2011	2012	2013	Four Year Average
Fraud - Money/property/security Over \$5,000		3			0.75
Fraud - Money/property/security Under \$5,000		4	6	2	3.00
Fraud - Other	6	11	6	9	8.00
Fraud - Steal/Forge/Poss./Use Credit Card	4		1		1.25
Identity Theft				1	0.25
Interfere with lawful use, enjoyment of property	1			1	0.50
Mischief	53	30	52	29	41.00
Mischief Graffiti - Non-Gang Related	1		1		0.50
Personation with Intent (fraud)	1	1			0.50
Possession of Stolen Goods - Master Code	2				0.50
Possession of Stolen Goods over \$5,000				2	0.50
Property Damage	1	1	5	1	2.00
Theft FROM Motor Vehicles Over \$5,000	2				0.50
Theft FROM Motor Vehicles Under \$5,000	35	13	11	10	17.25
Theft of - All Terrain Vehicles			1	1	0.50
Theft of - Automobile				1	0.25
Theft of - Farm Vehicles				1	0.25
Theft of - Motorcycles				1	0.25
Theft of - Other Motor Vehicles			1		0.25
Theft of - Snow Vehicles			1		0.25
Theft of - Trucks			1	1	0.50
Theft of Motor Vehicle		1	5	4	2.50
Theft Over \$5,000 - Construction Site			1		0.25
Theft Over \$5,000 - Farm Agricultural Livestock				1	0.25
Theft Over \$5,000 - Farm Agricultural Produce				1	0.25
Theft Over \$5,000 - Other Theft	1	2	5	1	2.25
Theft Over \$5,000 - Trailers	1			1	0.50
Theft Under \$5,000 - Bicycles	1	1	1	1	1.00
Theft Under \$5,000 - Boat (Vessel)	1			1	0.50
Theft Under \$5,000 - Boat Motor	2				0.50
Theft Under \$5,000 - Gasoline Drive-off			5	7	3.00
Theft Under \$5,000 - Mail	1	1			0.50
Theft Under \$5,000 - Master Code	10	2	3	1	4.00
Theft Under \$5,000 - Other Theft	32	24	39	29	31.00
Theft Under \$5,000 - Persons		1			0.25
Theft Under \$5,000 - Trailers	1			1	0.50
Theft Under \$5,000 SHOPLIFTING	1	2			0.75
Willful act/omission likely to cause mischief	1				0.25
<b>Statutes &amp; Acts</b>	<b>52</b>	<b>54</b>	<b>59</b>	<b>66</b>	<b>57.75</b>
CHILDREN'S LAW REFORM ACT - OTHER	1				0.25
Custody Dispute		7	2	4	3.25
FAMILY LAW ACT - CUSTODY/ACCESS ORDER	1		3		1.00
FAMILY LAW ACT - OTHER	1	2	1	2	1.50



**Calls For Service Details  
For the Calendar Years 2010 to 2013**

Calls for Service Billing Workgroups	Calls for Service Count				
	2010	2011	2012	2013	Four Year Average
Landlord / Tenant	14	14	14	23	16.25
Mental Health Act	10	16	16	14	14.00
Mental Health Act - Attempt Suicide	10	5	2	10	6.75
Mental Health Act - Threat of Suicide			8	3	2.75
Trespass To Property Act	15	10	13	10	12.00
Traffic	148	154	116	123	135.25
MVC - OTHERS (MOTOR VEHICLE COLLISION)	5		2		1.75
MVC - PERS. INJ. FAILED TO REMAIN	1	1			0.50
MVC - PERSONAL INJURY	20	16	17	19	18.00
MVC - PROP. DAM. FAILED TO REM	4	4	4	3	3.75
MVC - PROP. DAM. NON REPORTABLE	33	31	24	23	27.75
MVC - PROP. DAM. REPORTABLE	85	99	69	78	82.75
MVC (MOTOR VEHICLE COLLISION) - Master Code		3			0.75
Violent Criminal Code	54	46	74	51	56.25
Aggravated Assault - Level 3		1			0.25
Assault - Level 1	20	25	34	25	26.00
Assault Peace Officer		3	1		1.00
Assault With Weapon or Causing Bodily Harm - Level 2	3	4	8	3	4.50
Criminal Harassment	10	3	12	8	8.25
MISCHIEF - CAUSE DANGER TO LIFE	2				0.50
Robbery - Threat of Violence	1				0.25
Sexual Assault	6	2	8	8	6.00
Sexual Interference	1		2		0.75
Threatening / Indecent Phone Calls	1				0.25
Utter Threats to Person	10	7	9	7	8.25
Utter Threats-Master code		1			0.25

## 2015 OPP Municipal Policing Billing General Information

### Provincial Recovery Summary

The total municipal cost-recoveries included in the 2015 municipal billings are summarized below.

Cost	Recovery
Base Services	\$221,194,381
Calls for Service	\$138,122,392
Overtime	\$12,849,653
Court Security	\$3,651,859
Contract Enhancements	\$14,842,139
Prisoner Transportation	\$2,663,599
Cleaning Services	\$2,978,456
Accommodation	\$907,504
<b>Total Municipal Cost-Recovery (1)</b>	<b>\$397,209,983</b>

(1) Excludes anticipated regulatory discounts (estimated \$611k)

### Provincial Service Usage

The revised billing model recognizes all of the detachments that service municipalities (municipal detachments) as one entity supporting each other with investigations, workload pressures and staffing shortages. Provincial Service Usage (PSU) is generated when officers perform provincially-mandated responsibilities requiring them to work outside the municipal detachments or perform certain specialized duties within detachment areas; for example security for a major event such as the G8/G20 Conference. To acknowledge the deployment of municipal detachment officers for PSU related activities, municipal costs have been discounted. A PSU discount rate is applied to the total municipal policing FTEs to reflect the reduction in service provided to all municipalities. The rate is based on a four-year average of the annual rates calculated for 2010 through 2013. Each annual rate has been calculated as 'the total PSU hours for all municipal detachments' divided by 'the total hours worked in municipal detachments'. The PSU discount rate applied in 2015 is 3.91%. In total \$14,778,590 (100.5 municipal policing FTEs), has been removed from the costs allocated to municipalities.

### Detachment revenue

Revenue collected at detachments on behalf of municipalities has not been included in the forecasted 2014 costs or 2015 billing summary costs. The 2014 revenue owing to municipalities will be included in the final reconciliation of 2014 costs. Any detachment revenue owing to municipalities upon completion of 2015 will be credited to the municipality through a reduction in a 2016 monthly billing amount.

## **2014 Reconciliation Adjustment**

The reconciliation process for 2014 municipal policing costs will be completed in the same manner as in previous years. Upon completion of the year-end reconciliations the phase-in cost adjustments will be recalculated for all municipalities based on the final costs for all municipalities. The determination of the final 2014 costs may change the per property phase-in caps applied in the issued billing. The capped per property rate may be decreased or increased depending on the final year end status of the costs. Rather than adjust the 2015 monthly billings the net impact of the required adjustment will be included in the 2014 year end reconciliation credit or invoice issued. For further details please see the example detailed below.

## **2015 Year End Adjustment**

Upon completion of 2015, municipal costs based on salaries and benefits components may be recalculated to account for variances between estimated and final rates applicable for the year as determined by collective bargain agreements and the Ministry of Government Services revised benefits calculations. The number of municipal detachment FTEs, "base/calls for service" ratio, property counts, municipal calls for service allocation rates, and PSU discounts included in the original calculations of the 2015 billing will remain unchanged. Court Security, Contract Enhancements and Prisoner Transport costs will be recalculated based on actual 2015 data. Any adjustments required as a result of the recalculation of 2015 costs will be included as a Prior Year Adjustment in the 2017 Annual Billing Statement issued in fall 2016 unless other arrangements are requested.

## **Court Security and Prisoner Transportation Grant**

The Ministry of Community Safety and Correctional Services (MCSCS) has been reviewing the municipal grant allocations for 2015 and 2016. Court Security and Prisoner Transport (CSPT) costs will be partially offset by the finalized grant allocation. The process currently used to distribute the grants is under review in an effort to streamline the system. An option to allow the OPP to issue credits to municipalities for their CSPT grants is under consideration. Municipalities will be advised of any changes to the distribution process.

## **Municipalities Currently in OPP Policing Service Contract Arrangements with Enhancements**

Municipalities currently in policing services contracts with enhancements have been issued two separate billing statements for cost estimation purposes. Statements have been prepared with and without enhancements. Contract enhancements in municipal detachments have been reviewed and estimated under the new billing model methodology. The costs associated with contract enhancements for dedicated court security responsibilities are including in the Court Security costs. Municipalities expressing intent to continue with enhancements upon renewal of their contracts, if applicable, will be billed based upon the enhanced billing statement while

negotiations are being conducted. Once contract arrangements have been finalized a final billing statement will be issued and billing for the year will be adjusted as required.

### **Municipalities in Group Policing Service Contract Arrangements**

Municipalities are allocated police services costs in accordance with their municipal structure and assumed responsibility for policing as dictated by the *Police Service Act* s.4; that is any lower tier, single tier or regional municipality is billed based on the costs allocated to them. If municipalities continue with group OPP Policing Service contract arrangements after December 31, 2014, the costs for the group will be the sum of the cost of contract enhancements and the costs of the individual municipalities.

Municipalities in group policing service contract arrangements that include contract enhancements for FTEs or other direct operating expenses have been issued two separate billing statements. One statement captures the cost of the previously contracted enhancements, allocated to each of the group municipalities based on property counts and the other statement excludes the cost of any enhancements.

For purposes of calculating the phase-in billing adjustment, the 2014 forecasted cost for existing group contract municipalities has been allocated to member municipalities based on the current cost sharing arrangements as provided by the Group.

## **Property Count Definition: OPP Municipal Policing Billing Model**

The property counts included in the OPP municipal policing bills are comprised of household, commercial and industrial properties. The property counts will be updated annually based on Municipal Property Assessment Corporation (MPAC)<sup>1</sup> data. The counts included in the 2015 OPP municipal billing were based upon 2012 year end property counts for 2013 taxation.

### **Households**

Household counts are the number of residential units (RU), farmlands on which a farm residence exists (FRU), and seasonal dwelling units (RDU).

### **Commercial and Industrial Business Properties**

Business property counts are the number of assessment roll numbers in the commercial and industrial realty tax classes (RTC) detailed in Appendix A. The count includes the number of commercial and industrial classifications taxed at the fully occupied tax rates (refer to Realty Tax Qualifier (RTC) descriptions in Appendix B).

### **Other Property Count Considerations**

- Households, commercial and industrial properties on Canadian Forces Bases (CFB) have been excluded, as CFBs have their own police.
- Property counts have been adjusted for municipalities receiving hybrid (OPP and Municipal police) policing services.
- Timeshares are adjusted in household numbers to count the assessment roll numbers as identified by MPAC Property Codes 385 and 386.
- A building with an apartment above a retail store counts as two properties. The upper portion counted as a household property and the lower portion counted as a commercial property.
- There is no distinction made between types of commercial and industrial properties. For example, a single property count would apply to each: a gas station, an office building, a nightclub, or a stadium.
- Commercial properties with multiple units, such as shopping malls count as a single property, regardless of the number of commercial units operating within malls. Similarly, a large industrial property with a small commercial unit attached would be counted as a single property.
- Vacant lands, such as farmland, managed forest, municipal parks, conservation lands, and commercial or industrial vacant lands are not included in the property counts.
- Institutional properties are excluded, with the exception of those with a residential component (e.g. continuum of care seniors facility), which would be captured in the household numbers.

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<sup>1</sup> MPAC is responsible for determining assessed values and classifications for all properties in Ontario (<http://www.mpac.ca>).

## Property Count Definition

### Appendix A

#### Realty Tax Class (RTC) Descriptions

Properties with the following RTC are **included** in the count:

RTC Commercial*	RTC Industrial
C - Commercial	I - Industrial
D - Office Buildings	J - New construction: industrial
G - Parking Lots	K - New construction: large industrial
Q - Professional Sports Facility	L - Large industrial
S - Shopping Centre	
X - New Construction: Commercial	
Y - New Construction: Office Building	
Z - New construction: Shopping Centre	

\*Note - O - Condominium resort is excluded; these properties are captured in the household counts.

### Appendix B

#### Realty Tax Qualifier (RTQs) Descriptions

Please note in the tables below the abbreviation P.I.L. represents Payment-in-Lieu of taxes.

**INCLUDED** - Properties with the following RTQ are taxed as fully occupied and are **included** in the count, provided that they fall within one of the RTC categories outlined in Appendix A:

RTQ	DESCRIPTION
C	Lower-tier & Education Only
D	Taxable for School Taxes only.
F	Exempt from taxation, but eligible for P.I.L. at the full rate.
G	Exempt from taxation, but eligible for P.I.L. at the general rate only (No School Taxes).
H	Taxable, shared as if a P.I.L.
I	Water Intake System, Shared P.I.L.
L	Upper Tier & Education Only
M	Taxable at the General rate (No School rates).
N	Non-Generating Station, Shared P.I.L.
P	Taxable tenant of Provincially owned property, subject to P.I.L. at the full rate.
S	Generating Station, Shared P.I.L.
T	Taxable at the full rate.

## Property Count Definition

### Appendix B (Cont'd)

**EXCLUDED** - Properties with the following RTQ are **excluded** from the count:

RTQ	DESCRIPTION
1	Taxable at the Farmland Awaiting Development- Phase 1 rate (Registered Plan Stage).
2	Exempt from taxation, but eligible for P.I.L. of taxes at the Farmland Awaiting Development- Phase 1 rate (Registered Plan Stage).
3	Exempt from taxation, but eligible for P.I.L. of taxes at the General Farmland Awaiting Development- Phase 1 rate (No School Rates) (Registered Plan Stage).
4	Taxable at the Farmland Awaiting Development- Phase II rate (Building Permit Stage).
5	Exempt from taxation, but eligible for P.I.L. at the Farmland Awaiting Development- Phase II rate (Building Permit Stage).
6	Exempt from taxation, but eligible for P.I.L. at the General Farmland Awaiting Development- Phase II rate (No School Rates) (Building Permit Stage).
A	Taxable at the General Vacant Land rate (No School taxes).
B	Taxable at the General Excess Land rate (No School rates).
E	Exempt
J	Taxable at Vacant Land rate, shared as if a P.I.L. (not a PIL but shared as if it was).
K	Taxable at Excess Land rate, shared as if a P.I.L.
Q	Taxable tenant of Provincially owned property at Excess Land rate, subject to P.I.L. at the full rate.
R	P.I.L.: Full Vacant Land, Taxable Tenant of Province
U	Taxable at the Excess Land rate.
V	Exempt from taxation, but eligible for P.I.L. at the Excess Land rate.
W	Exempt from taxation, but eligible for P.I.L. at the General Excess Land rate (no School rates).
X	Taxable at the Vacant Land rate.
Y	Exempt from taxation, but eligible for P.I.L. of taxes at the Vacant Land rate.
Z	Exempt from taxation, but eligible for P.I.L. at the General Vacant Land rate (no School rates).

**Ontario Provincial Police**  
**2014 Municipal Policing Cost-Recovery Formula Comparison**  
**Estimated Constable Cost Comparison**

The 2015 costs incorporate the 2014 Municipal Cost-Recovery Formula rates. The 2014 costs incorporate the 2013 Municipal Cost-Recovery Formula rates.

Category	2015		2014		Differential	
					\$	%
<b>Constable Salary and Benefits</b>						
Salary (2014 Rate) **	\$94,699		\$94,699		\$0	0.0%
Overtime **	\$4,830	5.1%	\$6,250	6.6%	-\$1,420	-22.7%
Contractual Payout (Vacation & Statutory Holidays) **	\$3,599	3.8%	\$3,599	3.8%	\$0	0.0%
Shift Premiums	\$678		\$675		\$3	0.4%
Benefits (26.6% - 2014 , 27.34% - 2015, Overtime 2%)	\$25,987		\$25,315		\$672	2.7%
<b>Total Constable Salary and Benefits</b>	<b>\$129,793</b>		<b>\$130,538</b>		<b>-\$745</b>	<b>-0.6%</b>
<b>Support Staff Costs (Salaries and Benefits)</b>						
Communication Operators	\$5,702		\$5,164		\$538	10.4%
Prisoner Guards	\$1,352		\$1,358		-\$6	-0.4%
Office Automation Support	\$430		\$389		\$41	10.5%
Telephone Support	\$128		\$117		\$11	9.4%
Operational Support	\$4,261		\$3,858		\$403	10.4%
<b>Sub-total Support Staff Costs</b>	<b>\$11,873</b>		<b>\$10,886</b>		<b>\$987</b>	<b>9.1%</b>
<b>Other Direct Operating Expenses (ODOE)</b>						
Communication Centre	\$250		\$254		-\$4	-1.6%
Operational Support	\$750		\$903		-\$153	-16.9%
Office Automation	\$1,401		\$1,402		-\$1	-0.1%
Telephone	\$1,200		\$1,132		\$68	6.0%
Vehicle Usage	\$8,229		\$8,058		\$171	2.1%
Uniform & Equipment	\$1,223		\$1,174		\$49	4.2%
Detachment Supplies and Equipment	\$503		\$530		-\$27	-5.1%
Mobile Radio Equipment Maintenance	\$804		\$791		\$13	1.6%
Accommodation	\$563		\$588		-\$25	-4.3%
Cleaning Contract	\$465		\$303		\$162	53.5%
RHQ Municipal Support	\$2,194		\$2,006		\$188	9.4%
<b>Sub-total ODOE Support Costs</b>	<b>\$17,582</b>		<b>\$17,141</b>		<b>\$441</b>	<b>2.6%</b>
<b>Total Support Staff Costs and ODOE</b>	<b>\$29,455</b>		<b>\$28,027</b>		<b>\$1,428</b>	<b>5.1%</b>
<b>Total Estimated Constable Cost</b>	<b>\$159,248</b>		<b>\$158,565</b>		<b>\$683</b>	<b>0.4%</b>

\*\* The salary rate is based on the average of all 1st Class Constable 2014 rates. 2015 Overtime and Contractual Payouts are estimated based on fiscal 2013-14 costs.





## Regular Council Meeting

<b>To:</b>	Mayor and Council
<b>Date:</b>	February 2, 2015
<b>From:</b>	Elana Arthurs, Clerk
<b>Report Number:</b>	Corporate Services 2015-01
<b>Subject:</b>	Ontario Provincial Police (OPP) Contract Options

### Recommendation:

That Council authorize the execution of an agreement between the Ministry of Community Safety and Correctional Services and the Township of Cavan Monaghan for police services to be provided by the OPP, to be effective from January 1, 2015 to June 30, 2015 and adopt the required by-law to sign such an agreement.

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### Overview:

In December 2012, the Auditor General of Ontario recommended that the OPP seek ways to simplify, and make more transparent, its cost-recovery methods for police services while also addressing large variations in costs between municipalities.

In November 2013, municipal staff attended an engagement session provided by the Ministry of Community Safety and Correctional Services to consult municipalities on a proposed billing model and the feedback was intended to be used to develop the new billing model.

In December 2013, the Township was advised that the new model was not going to be in place prior to the expiry of the Township's contract with the OPP, and therefore Council signed an Amending Agreement on December 16, 2013 to extend the OPP contract to December 31, 2014 to allow time for the new billing model to be in place. The Clerk and the Director of Finance/Treasurer were then directed to, and have been investigating another option for policing services in the Township of Cavan Monaghan.

On January 13, 2015 representatives from the Municipal Policing Bureau and the Peterborough County OPP Detachment attended the Township's Regular Council meeting and provided an overview of the new OPP billing model along with options for signing a new contract for policing services in the Township of Cavan Monaghan provided by the OPP.

On January 16, 2015 a letter was sent from R.A. Philbin, Superintendent Commander of the Municipal Policing Bureau asking the Township to notify our Contract Analyst prior to January 26, 2015 when we expect to have a decision. Staff have made contact and indicated that Council would be asked to make a decision at February 2<sup>nd</sup> Regular

Council meeting. Following the meeting, staff will communicate the decision made to our Contract Analyst.

There were three (3) options provided as follows:

1. Sign a contract with a three (3) to six (6) year term pursuant to Section 10
2. Sign a contract with a six (6) month term pursuant to Section 10
3. Do not sign a contract and revert to services provided pursuant to Section 5.1

At this time it is recommended that Council enter into a short term contract with the OPP by selecting option #2 and allow staff to have further discussions with the alternative option for police services. This would provide additional time for input on the options available to the Township of Cavan Monaghan and maintain the Police Services Board at least until June 30, 2015.

Alternatively, Council could select option #3, and chose not to sign a contract and continue to have the OPP provide policing services without a contract until Council makes a decision.

**Section 5.1 of the Police Services Act states the following;**

If a municipality does not provide police services by one of the ways set out in section 5, the Ontario Provincial Police shall provide police services to the municipality

**Section 10 of the Police Services Act states the following;**

The Solicitor General may enter into an agreement with the council of a municipality or jointly with the council of two or more municipalities for the provision of police services for the municipality or municipalities by the Ontario Provincial Police

In each scenario the OPP will continue to provide policing services to the Township of Cavan Monaghan and the cost and level of service provided to the Township will be the same.

There are some differences between Section 5.1 and 10 of the Act that Council should be aware of as follows;

• **Police Services Board (not required under Section 5.1)**

Currently there is an established Police Services Board (PSB) consisting of three (3) members that meet quarterly. If Council does not wish to sign a contract at this time there will be no need for the PSB to conduct meetings and discuss the police service, therefore the Township of Cavan Monaghan's PSB would be eliminated.

• **By-law Enforcement (none under Section 5.1)**

There is minimal expectation for Municipal By-law Enforcement to be conducted by the OPP in the Township, other than those that have legislated requirements, for example the Traffic By-law where the Township sets the speed limits on local

roads and the OPP conducted speed limit enforcement. This type of enforcement would continue.

- **Reduce Impaired Driving Everywhere (RIDE) Grants (not eligible under Section 5.1)**

Township Staff directed the Peterborough Detachment to use 100% of our allocated RIDE grant in 2014 to ensure we were eligible for the full amount of funding allocated expecting that the Township would be without a contract and therefore ineligible in 2015.

- **Detachment Commander selections and evaluation (no municipal input under Section 5.1)**

Tim Tatchell was appointed to the position of Detachment Commander in August 2014 and a representative from the Cavan Monaghan Police Services Board participated in the interview process.

- **Contract Enhancements (any enhancements are only available under Section 10)**

The Township of Cavan Monaghan does not have any contract enhancements at this time.

**Financial Impact:**

There would be no financial impact in addition to what has been allocated in the 2015 budget at this time.

**Attachments:**

1. By-law No. 2015-05 - being a by-law to authorize the execution of an Agreement between the Ministry of Community Safety and Correctional Services of Ontario and the Township of Cavan Monaghan for the Provision of Police Services under Section 10 of the Police Services Act, R.S.O. 1990, c. P. 15
2. Letter from the Municipal Policing Bureau

Respectfully submitted by,

Reviewed by,

Elana Arthurs  
Clerk

Yvette Hurley  
Chief Administrative Officer

## **The Township of Cavan Monaghan**

### **By-law No. 2015-05**

#### **Being a by-law to authorize the execution of an Agreement between the Ministry of Community Safety and Correctional Services of Ontario and the Township of Cavan Monaghan for the Provision of Police Services under Section 10 of the Police Services Act, R.S.O. 1990, c. P. 15**

**Whereas** the Township of Cavan Monaghan deems it necessary to comply with Section 10 of the Police Services Act, R.S.O. 1990, c. P. 15;

**And Whereas** under Section 4(1) of the Police Services Act, R.S.O. 1990, c. P. 15, as amended, the Municipality is required to provide adequate and effective police services in accordance with its needs;

**And Whereas** under Section 5 of the Act, the Municipality's responsibility for providing police services may be discharged by entering into an Agreement with Ontario under Section 10 of the Act;

**Now Therefore** the Council of the Township of Cavan Monaghan enacts as follows:

1. That the Mayor and Clerk are hereby authorized and directed to execute the Amending Agreement with the Ministry of Community Safety and Correctional Services of Ontario.
2. That the Agreement be attached as Schedule 'A' to this By-law.

Read a first, second, and third time and passed in this 2<sup>nd</sup> day of February, 2015.

---

**Scott McFadden**  
Mayor

---

**Elana Arthurs**  
Clerk

The term of this Agreement, made in 4 originally executed copies, is from the \_\_\_\_\_, to the \_\_\_\_\_.

**AGREEMENT FOR THE PROVISION OF POLICE SERVICES  
UNDER SECTION 10 OF THE POLICE SERVICES ACT, R.S.O. 1990, c. P.15, as am.**

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE  
MINISTER OF COMMUNITY SAFETY AND CORRECTIONAL SERVICES**

("Ontario")

**OF THE FIRST PART**

**AND:**

**THE CORPORATION OF THE TOWNSHIP OF CAVAN MONAGHAN  
(the "Municipality")**

**OF THE SECOND PART**

**RECITALS:**

- (a) Under s. 4(1) of the *Police Services Act*, R.S.O. 1990, c. P.15, as am., the Municipality is required to provide adequate and effective police services in accordance with its needs;
- (b) Under s. 5 of the *Police Services Act*, the Municipality's responsibility for providing police services may be discharged by entering into an Agreement with the Solicitor General under s. 10 of the Act;
- (c) Pursuant to Order-in-Council 497/2004, the powers assigned to the Solicitor General in law, including those set out in the *Police Services Act*, have been transferred to the Minister of Community Safety and Correctional Services; therefore, all references to the Minister of Community Safety and Correctional Services shall be deemed to include the powers previously exercised by the Solicitor General;
- (d) The Municipality has expressed its intent to provide police services, in pursuance of its responsibilities under s. 5 of the *Police Services Act*, by means of this Agreement, as evidenced by by-law number \_\_\_\_\_, dated \_\_\_\_\_ (a copy of which is attached as Schedule "A");
- (e) This Agreement reflects the intent of the parties to provide an adequate and effective level of police services for the Municipality as set out in the "Contract Policing Proposal," dated Dec 15<sup>th</sup>, 2014 (attached as Schedule "B");

**NOW THEREFORE**, in consideration of the premises and covenants herein, the parties agree as follows:

1. The parties warrant that the recitals are true.

### **Definitions**

2. In this Agreement:

- (a) "Annual Billing Statement" means a statement prepared by Ontario and submitted to the Board for review and to the Municipality for review and approval which contains:
  - (i) the Municipality's police costs for the year following the year in which the statement is prepared, based on, among other items, an estimate of salary and benefit costs; and
  - (ii) a reconciliation of actual salary and benefit costs to those billed for the preceding year.
- (b) "Board" means the the Township of Cavan Monaghan Police Services Board.
- (c) "Commissioner" means the Commissioner of the O.P.P.
- (d) "Detachment Commander" means the O.P.P. officer in charge of the Peterborough County O.P.P. Detachment.

### **General Provisions**

3. Ontario shall provide adequate and effective police services in accordance with the needs of the Municipality in compliance with the terms and conditions of the Agreement. The Municipality shall pay Ontario for the police services provided under this Agreement in accordance with this Agreement.
4. The Commissioner shall ensure that the Detachment Commander responds appropriately to the Board's objectives and priorities for police services, developed after consultation with the Detachment Commander, pursuant to s. 10(9)(b) of the *Police Services Act*.
5. The Commissioner shall cause the Detachment Commander or his or her designate to report to the Board at mutually agreed upon intervals in accordance with the *Police Services Act* regarding the provision of police services in and for the Municipality. The O.P.P. will, determine the information to be contained in the reports and the format in which they will be provided.
6. (a) For the purposes of s. 10(6) of the *Police Services Act*, the O.P.P. shall provide police services to the Municipality, including the enforcement of mutually agreed upon by-laws. The parties shall annually review this part of the Agreement with a view to revising or updating the list of by-laws requiring O.P.P. enforcement.

- (b) Municipal Building Code violations overseen by the Municipality's building code inspector and those by-laws related to animal control will not form part of this Agreement.

### **Service Levels**

- 7. (a) Ontario shall cause the Commissioner to assign police officers and other persons to duties relating to the police services in and for the Municipality so as to provide the municipality adequate and effective policing services.
- (b) In the event that the Municipality requests services dedicated specifically to the municipality, it shall be responsible for all costs associated with those dedicated resources.

### **Liability of Ontario**

- 8. The O.P.P. shall be liable for any damages that may arise as a result of any negligent acts or omissions of its members in the performance of this Agreement.

### **Provincial Services Usage**

- 9. The O.P.P. as legislated by the *Police Services Act*, must be capable of providing provincial level response that can be mobilized for emergencies, disaster or specialized needs. The O.P.P. may meet this requirement by deploying resources that normally would be assigned to the Detachment that serves the Municipality. The O.P.P. shall ensure that in the event resources are deployed to a situation requiring provincial level response, appropriate resources remain available to the Detachment to provide adequate and effective policing to the Municipality. The use of O.P.P. officers in cases where there is a provincial obligation to respond will be accounted for as part of the billing model.

### **Equipment and Facilities**

- 10. Ontario shall supply or cause to be supplied at Ontario's cost all vehicles and equipment reasonably necessary and appropriate for the use of the O.P.P. in providing police services under this Agreement.
- 11. The parties will enter into negotiations concerning the provision and payment of appropriate buildings and rental agreements, including, but not limited to, location, leasehold improvements, and capital costs.

### **Adequacy Standards Regulation**

- 12. The O.P.P. shall undertake and be responsible for ensuring that all mandatory standards of adequate and effective police services as required by *Ontario Regulation 3/99* under the *Police Services Act* are met and maintained.

13. The Detachment Commander shall provide the Board with reasonable documentation, as agreed upon between the Board and the O.P.P., to allow the Board to evaluate the services and satisfy itself that adequate and effective standards and policies are in place.
14. It shall be the responsibility of the Board to monitor the delivery of police services to ensure that the provisions of the *Ontario Regulation 3/99* under the *Police Services Act* are satisfied on an ongoing basis.

### **Cost of Police Services**

15. (a) On or before October 1<sup>st</sup> in each year, Ontario shall prepare and deliver to the Board for review and to the Municipality for review and approval, the Annual Billing Statement for the following year (Schedule "C"), together with sufficient documentation and information reasonably necessary to explain and support the billing.
- (b) The Municipality shall review the Annual Billing Statement upon receipt and, within 90 days of such receipt, shall approve the Annual Billing Statement or deliver to Ontario a request to review the Annual Billing Statement.
16. (a) In the event that the Municipality fails to approve or request a review of the Annual Billing Statement within 90 days of receipt, the Municipality shall be deemed to have approved the Annual Billing Statement.
- (b) In the event that the Municipality requests a review of the Annual Billing Statement as provided in this paragraph, the Annual Billing Statement shall be approved or amended and approved in accordance with Section 17.
17. Where the Municipality has delivered to Ontario a request to review the Annual Billing Statement, the Municipality shall carry it out expeditiously, and Ontario shall cooperate to permit such a review to be carried out. If the parties are unable to agree on the Annual Billing Statement, either party may submit the matter to the dispute resolution mechanisms set out in paragraphs 22 and 23. In the event that the Municipality delivers a request to review to Ontario, the Annual Billing Statement shall be deemed to apply during the period of review.
18. The Municipality shall make monthly installment payments to Ontario no later than the end of the month following the month for which payment is being made, each one being one twelfth of the Annual Billing Statement for that year. Any amounts which have become due and owing shall bear interest at the rate set by the Minister of Finance from time to time.
19. Ontario shall keep all records, statements of account, invoices and any other such documents necessary to support the Annual Billing Statement, and all such records shall be kept for a period of seven years. Ontario shall permit the Municipality, upon notice to Ontario, to examine all such records and books of account and conduct a review of the Annual Billing Statement.



20. Upon the approval or deemed approval of the Annual Billing Statement, as provided in this Agreement, adjustments shall be made in the amounts paid by the Municipality by installment so that (i) the total amount paid in respect of the preceding year is equal to the amount shown on the approved Annual Billing Statement and (ii) the installments for the year following the year in which the statement is prepared are each equal to one twelfth of the approved Annual Billing Statement. Any amounts payable by one party to the other shall be paid by means of a credit for the appropriate party in the remaining monthly billings for the year following the year in which the statement is prepared.
21. The parties agree that sections 132 and 133 of the *Police Services Act* will be applied as if the Peterborough County Detachment of the O.P.P. was a municipal police force, and as if the Detachment Commander was a Chief of Police.

### **Dispute Resolution Mechanisms**

22. (a) The provisions of this paragraph apply in the event of a dispute between the Municipality and Ontario concerning financial and related issues arising out of the interpretation, application, administration, or alleged violation of this Agreement ("Financial Disputes") or between the Board and the O.P.P. concerning policing issues arising out of the interpretation, application, administration, or alleged violation of this Agreement ("Policing Disputes").
  - (b) In the event that a dispute arises, the Detachment Commander, or representative, and the Municipality or the Board, as the case may be, or their representative, shall meet within 30 days of such dispute arising and use all best good faith efforts to resolve the dispute.
  - (c) If the dispute remains unresolved, the Regional Commander, or representative, and the Municipality or the Board, as the case may be, or representative, shall meet and use all best good faith efforts to resolve the dispute.
  - (d) If the dispute remains unresolved, the Commissioner, or Deputy Commissioner, and the Municipality or the Board, as the case may be, or representative, shall meet and use all best good faith efforts to resolve the dispute.
  - (e) If a Financial Dispute remains unresolved, the issue may be referred to mediation by either party, and each party shall use all best good faith efforts to resolve the dispute.
23. (a) Financial Disputes that cannot be resolved through any of the methods described within paragraph 22, may be referred to and settled by binding arbitration. The provisions of the *Arbitration Act, 1991* shall apply to any such arbitration, unless otherwise indicated below:
  - i) The language of the arbitration shall be English.
  - ii) The place of the arbitration shall be the Township of Cavan Monaghan.

- iii) Each party agrees that the arbitration shall be conducted in a summary manner to ensure a full hearing in a cost effective and efficient manner.
  - iv) Each party shall make prompt full disclosure to the other and, subject to the availability of an arbitrator the arbitration shall be commenced within 30 days of the conclusion of the meeting with the Commissioner, or the mediator, if applicable.
  - v) Each party shall be responsible for its own legal expenses and for an equal share of the fees and expenses of the arbitration and any other related expenses. Section 54 of the *Arbitration Act* shall not apply; the arbitrator shall have no right to make an award relating to costs.
  - vi) The parties shall have no right of appeal to a final decision of an arbitrator.
- (b) Policing Disputes shall not be subject to mediation or arbitration.
- (c) Neither party shall be entitled to proceed to mediation or arbitration until all of the meetings referred to in paragraphs 22 have been held, and each party undertakes to exert all best good faith efforts to resolve the dispute in those meetings.
- (d) Mediations or arbitrations of disputes conducted under this Agreement shall remain closed to the public. All parties to any dispute shall keep all details, admissions or communications made in the course of the dispute resolution process strictly confidential, nor shall such information be admissible in any legal proceeding, except as follows:
- i) on consent of all parties;
  - ii) as may be ordered by a court of competent jurisdiction;
  - iii) the final decision of the arbitrator may be released.
- (e) Each of the meetings outlined in paragraph 22 shall be commenced no earlier than 15 days, and concluded no more than 30 days, from the conclusion of the prior stage unless the parties otherwise agree.
- (f) Notwithstanding any of the above provisions, nothing in this Agreement shall be construed so as to give the Municipality or the Board the right to alter any policy of the O.P.P. or the Ministry. Nothing in this Agreement shall be construed so as to give the Municipality or the Board, the right to supercede or vary the duties and obligations of the Solicitor General pursuant to s. 3(2) of the *Police Services Act*, or of the Commissioner pursuant to s. 17 and s. 41 of the *Police Services Act*, and further, the rights of the Municipality and the Board pursuant to the Agreement are subject to the Municipality's obligations under s. 4 of the *Police Services Act*.

#### **Detachment Commander Selection**

24. The Detachment Commander shall be selected from a short-listed pool of candidates as determined by the O.P.P. in accordance with its relevant provincial policies. Following the formulation of the short-list, a joint committee consisting of Board members and

persons nominated by the Commissioner, shall select the successful candidate in accordance with the process set out in the O.P.P.'s provincial policies.

### **Notice**

25. Any notice, statement, invoice or account to be delivered or given by any of the below listed groups to any other of them shall be delivered to all other groups in writing and sent by mail addressed to those groups at their respective address as listed below, or sent by fax transmission to the fax number listed below. Any notice, statement, invoice or account sent by mail shall be deemed to be received on the third day following the date of mailing unless shown to the contrary and if sent by fax shall be deemed to be received on the date of transmission. Any group may change its address and fax number by giving notice provided herein:
- i) to Ontario addressed to: The Minister of Community Safety and Correctional Services, 25 Grosvenor Street, 11<sup>th</sup> Floor, Toronto, Ontario, M7A 1Y6, FAX number (416) 325-6067.
  - ii) to the Commissioner addressed to: The Commissioner, Ontario Provincial Police, 777 Memorial Avenue, Orillia, Ontario, L3V 7V3, to the attention of the Manager, Municipal Policing Bureau, FAX number (705) 330-4191.
  - iii) to the Municipality addressed to: The Corporation of the Township of Cavan Monaghan, 988 County Road 10, Millbrook, Ontario, L0A 1G0, FAX number (705) 932-3458.
  - iv) to the Board addressed to: The Corporation of the Township of Cavan Monaghan Police Services Board, 988 County Road 10, Millbrook, Ontario, L0A 1G0, FAX number (705) 932-3458.

### **Commencement and Termination of Agreement**

26. Notwithstanding the date upon which this Agreement is signed, the term of this Agreement shall commence on the \_\_\_\_\_, and shall conclude on the \_\_\_\_\_.
27. Either party to this Agreement may terminate this Agreement upon one year written notice of termination to the other party, in which case this Agreement shall terminate one year following the delivery of such notice. Should a notice to terminate be given, the Municipality shall continue to be obligated to pay for the cost of providing police services under this contract to and including the date of such termination and Ontario shall continue to be responsible to provide the services outlined in this Agreement.
28. Should the Municipality's designated responsibility to provide policing under the *Police Services Act* be changed, either by statute or government interpretation, the Municipality

maintains its right upon being so informed to give written notice of its intention to terminate this Agreement forthwith.

**Entire Agreement**

29. This Agreement and the schedules attached constitute the entire Agreement between the parties, and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the relationship of the parties or supported hereby other than as expressed herein in writing. Any amendment to this Agreement must be in writing, duly executed by the parties.

**IN WITNESS WHEREOF**, the Municipality has affixed its Corporate Seal attested by the signature of its duly authorized signing officers and the Minister of Community Safety and Correctional Services has personally signed this Agreement to be effective as of the date set out herein.

**FOR ONTARIO**

\_\_\_\_\_  
The Minister of Community Safety and Correctional Services

**FOR THE MUNICIPALITY**

\_\_\_\_\_  
Mayor, Reeve, etc. (as appropriate)

\_\_\_\_\_  
Chief Administrative Officer, or Clerk (as appropriate)

Date signed by the Municipality: \_\_\_\_\_

**SCHEDULE “A”**

**BY-LAW OF THE MUNICIPAL COUNCIL**

**SCHEDULE "B"**

**PROPOSAL FOR POLICE SERVICES**



***The Corporation of the  
Township of  
Cavan Monaghan  
Contract Policing Proposal***

***Prepared by:  
Ontario Provincial Police  
Municipal Policing Bureau***

***December 15<sup>th</sup>, 2014***

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## **Executive Summary**

The Ontario Provincial Police (OPP) has over 100 years of experience in providing effective community-based policing and protection throughout Ontario. The OPP has provided municipal police services under contract for over 60 years and currently maintains contracts with over 140 communities across Ontario.

The Township of Cavan Monaghan requested a costing for OPP municipal policing. This proposal is based on the Township of Cavan Monaghan paying an amount equal to the sum of the Township of Cavan Monaghan allocated portion of the OPP's total municipal policing base and calls for service costs and the costs for overtime, cleaning/caretaker, accommodation, court security and offender transport as applicable. Where a municipality chooses to receive police services from the OPP pursuant to a contract, the OPP will provide the level of police services required to provide adequate and effective policing, including providing the services set out in *Regulation 3/99, Adequacy and Effectiveness of Police Services* under the *Police Services Act*.

This proposal reflects the integrated policing concept, incorporating a police services contract for the Township of Cavan Monaghan with OPP highway patrol services and provincial responsibilities under one administration. The Peterborough County OPP Detachment will remain as the Administration/Operations Centre. The resources will be deployed to the municipality from this facility.

The Peterborough County OPP Detachment Commander will be responsible to oversee all aspects of service delivery. The detachment management including Staff Sergeant and Sergeant/ Platoon Leaders as applicable would provide assistance and supervision to members of the Peterborough County OPP Detachment.

In order to provide a location for the police and public to interact, and to facilitate the delivery of police services in a community, the OPP encourages the establishment of Community Policing Offices (CPOs). Where such offices exist they are usually equipped with telephone and computer capabilities for use by officers assigned to the municipality. Any decision on the establishment of a CPO in the Township of Cavan Monaghan rests entirely with township council and any associated costs will be the responsibility of the township. It is recommended that any CPO located within the township be maintained.

In consultation with the Police Services Board it is the intent that all existing community service programs and community policing committees will be maintained.

Any new community service program considered may be implemented after consultation with the Township of Cavan Monaghan Council, the Township of Cavan Monaghan Police Services Board and the Peterborough County OPP Detachment Commander.

When a municipality chooses to receive police services from the OPP under contract, the OPP will ensure that the municipality receives adequate and effective police services in accordance with the *Police Services Act* and regulations. The shared infrastructure of the OPP broadens local access to resources, expertise, solutions, training and management without duplicating services. The Township of Cavan Monaghan will continue to benefit as additional staff are readily available from within the Peterborough County OPP Detachment as well as neighboring detachments and regions, should the need arise.

The Township of Cavan Monaghan will be required to establish a Police Services Board, as mandated by Section 10 of the *Police Services Act* that will generally determine objectives and priorities for police services within the community, after consultation with the Detachment Commander. ***The Commissioner is committed to ensuring that the Detachment Commander of the Peterborough County OPP Detachment responds appropriately to the Board's advice and priorities in a manner consistent with the Board's identified concerns, expectations and needs.***

It is long-standing OPP policy and practice to be accountable to the communities we serve. The Commander of the Peterborough County OPP detachment, or designee, will report to the Police Services Board on a regular basis, as per the direction of the Board. The OPP is experienced in being accountable to the municipalities we serve. With over 100 Contracts currently in place and future contracts pending, there is great emphasis placed on OPP accountability to Police Services Boards.

The OPP is required to provide provincial level emergency response that can be mobilized in times of emergency, disaster or a specialized investigative need. The OPP meets such emergent needs, on an on-call, as-needed basis, by deploying small numbers of officers from multiple locations and assignments, both provincial and municipal. During such times, the OPP is responsible to ensure that appropriate resources remain in place to make certain the municipality receives adequate and effective police services in accordance with the *Police Services Act* and *regulations*. The use of OPP officers in cases where there is a provincial obligation to respond will be accounted for as part of the billing model.

If the Township of Cavan Monaghan chooses to accept an OPP contract for its policing service, the Peterborough County OPP Detachment will assign resources, focusing on meeting the Township of Cavan Monaghan unique policing needs.

#### **Value for the Township of Cavan Monaghan**

- Assurance of adequacy and effectiveness of police services;
- Dedication to resolving community issues through local involvement and community policing committees;
- Availability of additional staffing support from neighboring detachments, regional headquarters and general headquarters;
- Seamless access to a comprehensive infrastructure and specialized services; and
- Assists the Detachment Commander in determining the local policing priorities and objectives through the Township of Cavan Monaghan Police Services Board.

**Based on, among other things, an estimate of salary and benefit costs, the policing cost for 2015 associated with this proposal is \$1,302,880. The annual billing statement is set out in the attachment to this proposal.**

**Please Note:**

**Not included in this proposal are:**

- **The cost of maintaining the Police Services Board**
- **The costs associated with establishing and maintaining Community Policing Office(s)**
- **Any applicable revenues accruing to the municipality as a result of police activity**

(\*Note – This proposal expires six months from the date of presentation to Council. At that time the costs identified in the proposal will be subject to review and revision where necessary.)

## OPP Annual Billing Statement

Cavan Monaghan Tp

Estimated costs for the period January 1 to December 31, 2015

(see notes)

			Cost per Property	\$
<b>Base Service</b>				
	<u>Property Counts</u>			
	Household	3,317		
	Commercial and Industrial	<u>177</u>		
	Total properties	<u>3,494</u>	\$200.51	\$700,582
<b>Calls for Service</b>				
	Total all municipalities	\$138,122,392		
	Total municipal portion	0.2690%	\$106.32	\$371,495
<b>Overtime</b>			\$11.57	\$40,415
<b>Court Security</b>				
<b>Prisoner Transportation</b>	(per property cost)		\$2.41	\$8,421
<b>Accommodation</b>	(per property cost)		\$1.14	\$3,983
<b>Cleaning Services</b>	(per property cost)		\$3.68	\$12,858
<b>Total 2015 Calculated Cost before Phase-In Adjustment</b>			<u><u>\$325.63</u></u>	<u><u>\$1,137,754</u></u>
<b>2015 Phase-In Adjustment Billing Summary</b>				
<b>2014 Forecasted cost</b>	Total	\$1,407,711	\$402.89	
<b>2015 Calculated Cost per Property (see above)</b>			<u>\$325.63</u>	
<b>Cost per Property Variance</b>	(Decrease)		\$77.26	
<b>2015 Adjustment (Maximum per property)</b>	(Decrease)		<u>\$30.00</u>	
<b>Actual 2015 Phase-In Adjustment</b>			<u><u>\$47.26</u></u>	\$165,126
<b>Total Billing for 2015</b>			<u><u>\$372.89</u></u>	<u><u>\$1,302,880</u></u>

### **Additional Notes to the “OPP Annual Billing Statement”:**

- The Annual Billing Statement is determined based on the new OPP billing model effective January 1, 2015.
- The Annual Billing Statement is a statement of 2015 costs based on an estimate of salary and benefit costs. Salary and benefit costs are estimates and are subject to a final year end adjustment.
- As a result of the implementation of the new OPP billing model municipal policing costs are subject to Phase-in Adjustments for the calendar years 2015 to 2019. The 2015 phase-in adjustment is dependent on the final 2014 cost. Phase-in adjustments are subject to change and are based on an annual determination:
  - If the municipality is subject to an increase between the final 2014 cost and the 2015 cost, the increase will be capped to a maximum of \$40 increase per property. The capped increase of \$40 plus the growth factor per property cost will be applicable for each subsequent year until the full cost is realized.
  - The growth factor is a set per property cost for all municipalities dependent upon general increases in salary, benefits, support costs and other direct operating expenditures.
  - If the municipality is subject to a decrease between the final 2014 cost and the 2015 cost it will be limited to the per property reduction limit applicable to the year.
  - The per property reduction limit is an annual per property amount determined for all municipalities. The per property reduction limit is subject to change each year based upon the determination of the funding required to offset the capped increases for all municipalities.

## **O.P.P. Contacts**

**Please forward any questions or concerns to Inspector Timothy Tatchell, Detachment Commander, Peterborough County OPP Detachment or Sergeant Liane Spong-Hooyenga, Contract Policing Analyst, OPP Municipal Policing Bureau, General Headquarters.**

<b>Inspector Timothy Tatchell</b>	<b>(705) 742-0401</b>
<b>Sergeant Liane Spong-Hooyenga</b>	<b>(705) 329-6200</b>

**SCHEDULE "C"**  
**ANNUAL BILLING STATEMENT**

## OPP Annual Billing Statement

Cavan Monaghan Tp

Estimated costs for the period January 1 to December 31, 2015

(see notes)

			Cost per Property	\$
<b>Base Service</b>				
	<u>Property Counts</u>			
	Household	3,317		
	Commercial and Industrial	<u>177</u>		
	Total properties	<u>3,494</u>	\$200.51	\$700,582
<b>Calls for Service</b>				
	Total all municipalities	\$138,122,392		
	Total municipal portion	0.2690%	\$106.32	\$371,495
<b>Overtime</b>			\$11.57	\$40,415
<b>Court Security</b>				
<b>Prisoner Transportation</b>	(per property cost)		\$2.41	\$8,421
<b>Accommodation</b>	(per property cost)		\$1.14	\$3,983
<b>Cleaning Services</b>	(per property cost)		\$3.68	\$12,858
<b>Total 2015 Calculated Cost before Phase-In Adjustment</b>			<u><u>\$325.63</u></u>	<u>\$1,137,754</u>
<b>2015 Phase-In Adjustment Billing Summary</b>				
<b>2014 Forecasted cost</b>	Total	\$1,407,711	\$402.89	
<b>2015 Calculated Cost per Property (see above)</b>			<u>\$325.63</u>	
<b>Cost per Property Variance</b>		(Decrease)	<u>\$77.26</u>	
<b>2015 Adjustment (Maximum per property)</b>		(Decrease)	<u>\$30.00</u>	
<b>Actual 2015 Phase-In Adjustment</b>			<u><u>\$47.26</u></u>	\$165,126
<b>Total Billing for 2015</b>			<u><u>\$372.89</u></u>	<u>\$1,302,880</u>



### **Additional Notes to the “OPP Annual Billing Statement”:**

- The Annual Billing Statement is determined based on the new OPP billing model effective January 1, 2015.
- The Annual Billing Statement is a statement of 2015 costs based on an estimate of salary and benefit costs. Salary and benefit costs are estimates and are subject to a final year end adjustment.
- As a result of the implementation of the new OPP billing model municipal policing costs are subject to Phase-in Adjustments for the calendar years 2015 to 2019. The 2015 phase-in adjustment is dependent on the final 2014 cost. Phase-in adjustments are subject to change and are based on an annual determination:
  - If the municipality is subject to an increase between the final 2014 cost and the 2015 cost, the increase will be capped to a maximum of \$40 increase per property. The capped increase of \$40 plus the growth factor per property cost will be applicable for each subsequent year until the full cost is realized.
  - The growth factor is a set per property cost for all municipalities dependent upon general increases in salary, benefits, support costs and other direct operating expenditures.
  - If the municipality is subject to a decrease between the final 2014 cost and the 2015 cost it will be limited to the per property reduction limit applicable to the year.
  - The per property reduction limit is an annual per property amount determined for all municipalities. The per property reduction limit is subject to change each year based upon the determination of the funding required to offset the capped increases for all municipalities.

**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, ave Memorial  
Orillia (ON) L3V 7V3**

**Tel: (705) 329-6200**

**Fax: (705) 330-4191**

**File number/Référence: 615**

**January 15th, 2015**

**Dear Mayor/Reeve:**

This letter is to remind your municipality that your contract for the Ontario Provincial Police (OPP) municipal policing services expired as of January 1, 2015 with the implementation of the new billing model.

As indicated in the letter that accompanied your 2015 Municipal Policing Billing Statement provided to you in October, 2014, municipalities are required to determine their policing services contract arrangement under the new billing model for 2015 and beyond.

An OPP, Municipal Policing Bureau Contract Analyst has been in contact with you to inform you of the available contract and non-contract options under the Police Services Act (PSA) and provide additional information on the billing model.

I recognize the challenges in making a decision with respect to policing under the PSA, however municipalities have a legislated requirement to have a signed section 10 agreement in effect to maintain their contract status. We will continue to recognize your municipality as a contract over the short-term, however please notify your Contract Analyst by January 26, 2015 of when you expect to have a decision.

If you require additional information or have any questions please contact your Contract Analyst or myself at 705-329-7519. The OPP looks forward to continuing to provide excellent police service to all its partner municipalities under the recently implemented billing model and during the current contract negotiation phase.

Thank you for your cooperation.

Sincerely,

**R.A. (Rick) Philbin  
Superintendent  
Commander,  
Municipal Policing Bureau**

/nv



## Regular Council Meeting

<b>To:</b>	Mayor and Council
<b>Date:</b>	March 2, 2015
<b>From:</b>	Elana Arthurs, Clerk and Kimberley Pope, Director of Finance
<b>Report Number:</b>	Corporate Services/Finance 2015-07
<b>Subject:</b>	Policing Services for the Township of Cavan Monaghan

### Recommendations:

1. That Council receive Report – Corporate Services/Finance 2015-47 Policing Services for the Township of Cavan Monaghan for information; and
2. That Council direct staff to proceed with the media campaign and public consultation process and prepare a report for Council on March 30, 2015.

---

### Overview:

At the Regular Council meeting of December 16, 2013 Staff was directed to explore and investigate the potential of policing services through the City of Peterborough and estimated associated costs.

The Township of Cavan Monaghan is pleased with the services provided by the O.P.P. however the unknown changes to the O.P.P. Billing Model, at that time, and the financial position of the Township had created the need to review the efficiency and cost of all municipal services. At the Regular Council meeting of the Township of Cavan Monaghan held on February 2, 2015, Council approved a by-law to authorize the execution of a six (6) month agreement with the O.P.P. due to expire on June 30, 2015. If Council has not made a decision by that date, the O.P.P. are mandated by legislation to continue to provide policing in the Township of Cavan Monaghan.

Several meetings have been held with Township Staff and representatives from the City of Peterborough and the Peterborough Police Service to discuss the current policing services, the needs of the municipality and the opportunity for cost savings.

The new O.P.P. Billing Model was released in 2014 and became effective on January 1, 2015. It is difficult at this time to determine if there is any change in the level of service in the new model. An overview of the new model was provided to Council at the Regular Council meeting held on January 13, 2015. During this presentation representatives from the Municipal Policing Bureau stated the following:

- a base cost would be allocated equally to each property at a rate of \$200.51 in 2015 which includes proactive policing, patrol, crime prevention, operations, training and administrative duties;
- calls for service would be charged to municipalities according to their usage representing reactive policing services that usually require a police officer's attendance;
- other costs will be allocated directed to municipalities based on contract arrangements and usage. i.e. enhancements, overtime, cleaning/caretaking accommodation and court security.

Unlike the previous O.P.P. Billing Model the Township will not be provided with a minimum number of hours for policing in the municipality but a reassurance that they will continue to police adequately and effectively. Council was advised that the new model did not include annual cost of living and/or increases due to potential increases in wages and benefits during union contract negotiations. In addition, the annual reconciliation credit may not exist.

The Peterborough Police Service provided a presentation and proposal to the Council at the Regular Council meeting of September 8, 2014. After receiving the municipal call history the Peterborough Police Service has provided a slightly revised proposal to staff which contains a similar level of service to the previous O.P.P. model. The proposal suggests that the municipality have two officers; one Officer at 24 hours/day and a second Officer at 12 hours/day. The Peterborough Police Service have reviewed the call history in the Township of Cavan Monaghan and indicated the additional hours would include coverage during the busier times. Included in the proposal attached is a cost estimate of \$40,000 for overtime hours and statutory holidays, if less than would be refunded to the municipality or if exceeded would be billed to the municipality.

Chief Murray Rodd has indicated they will ensure that if additional officers are required in the Township of Cavan Monaghan that there will be sufficient coverage in Peterborough to respond effectively.

Staff is recommending that Council allow for public consultation to provide the residents of Cavan Monaghan an opportunity to ask any questions they may have with regard to the two (2) policing services. Beginning with an immediate media release indicating the attached form will be available on our website and in various locations in the municipality to provide an opportunity to submit questions and select who the question is directed to, the O.P.P., the Peterborough Police Service or both. Staff would send the questions to the appropriate service and provide a report to Council at the March 30, 2015 meeting with the questions and associated answers. This opportunity for questions would be available from March 3, 2015 – March 16, 2015, thus allowing sufficient time for questions to be answered and for Staff to prepare a final report.

Staff continues to investigate costs associated with Emergency 911 services with Bell Canada to ensure additional expenses, if applicable, will be identified in the next report.

## **Financial Impact:**

The 2015 OPP billing calculated cost (before phase-in adjustment) was provided as \$1,137,754 annually, to be phased in over three years and realized by 2017. This does not include an annual policing credit which previously provided a credit of approximately 5% annually.

Including the phase in adjustments, the OPP billing is calculated as follows;

\$1,302,880 (2015)

\$1,242,574 (2016)

\$1,137,754 (2017)

Therefore the estimated OPP three year calculated cost (2015 - 2017) including an annual 3% increase in both 2016 and 2017 would equal \$3,754,618.

The 2015 City of Peterborough Police Service proposes a contract total of \$1,169,440. There are three components in the Peterborough Police Service proposed contract that may/may not incur additional billing, which include; Overtime, Liability Insurance and Annual Policing Increases.

- Overtime of \$40,000 is included in the proposed contract based on the three year average of \$38,206. If the overtime is less than \$40,000 it will be refunded to the municipality or if exceeded would be billed to the municipality.
- The City has provided to maintain comprehensive general liability insurance of at least \$5,000,000 and to include the Township as an additional insured in the proposed contract at a cost of \$8,000 as per preliminary insurance quotes, which is subject to renewal pricing.
- Annual policing increases are unknown however, the union negotiated annual police services wage increases between 2010-2014 averaged 3% - 3.25% increase per year. The proposed contract includes a human resource and non-human resource cost component that would contribute to an annual increase throughout the five year term of the contract.

Therefore the estimated Peterborough Police Service three year proposal (2015 - 2017) including an annual 3% increase in both 2016 and 2017 would equal \$3,614,622.

In comparison, the three year proposal from The City of Peterborough Police Service's is presented as approximately \$140,000 less than the O.P.P. billing calculated cost estimates.

## **Attachments:**

1. Ontario Provincial Police – Municipal Policing
2. Peterborough Police Service – Township of Cavan Monaghan Request for Policing Proposal
3. The Township of Cavan Monaghan Municipal Policing Survey  
(online version screen shots and hard copy version)

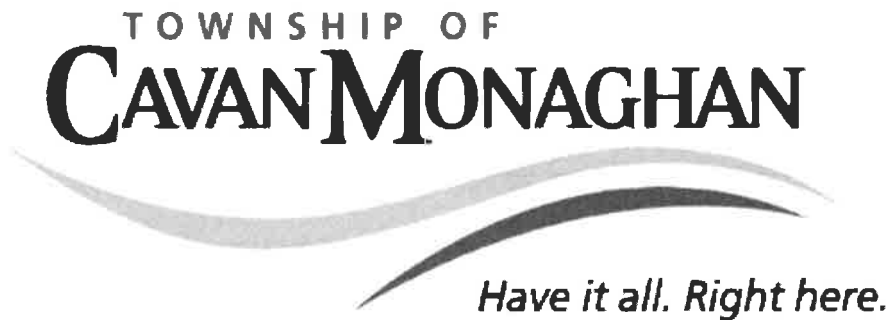
Respectfully submitted by,

Reviewed by,

Elana Arthurs  
Clerk

Yvette Hurley  
Chief Administrative Officer

Kimberley Pope  
Director of Finance/Treasurer



The Township of Cavan Monaghan is under contract with the Ministry of Community Safety and Correctional Services for policing services to be provided by the Ontario Provincial Police (OPP). Staff and Council have been investigating other options, specifically with the Peterborough Police Service to determine if they could match or provide additional police services at a reduced cost to the Township. Various Staff Reports have been provided to Council to keep them updated as the information becomes available. These Staff Reports can be found through a single link on the Township website.

All questions and answers will be provided to Council in the form of a Staff Report on March 30, 2015. No responses will be provided directly to the individuals asking the questions.

Staff reserves the right to remove any question with inappropriate language or that is not subject to municipal policing.

Personal information is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act for the purpose of this survey and will not be distributed for any other purpose.

If you have any questions relating to the survey, please contact the Clerk's Department at 705-932-2929.

# The Township of Cavan Monaghan Municipal Policing Survey

1. First Name \_\_\_\_\_

2. Last Name \_\_\_\_\_

3. In as much detail as possible, in the box below, please provide your question:

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---

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4. Select which organization you would like to direct your questions to:

☐

Ontario Provincial Police

☐

Peterborough Police Service

☐

Both



TOWNSHIP OF  
**CAVAN MONAGHAN**

*Have it all. Right here.*

The Township of Cavan Monaghan is under contract with the Ministry of Community Safety and Correctional Services for policing services to be provided by the Ontario Provincial Police (OPP). Staff and Council have been investigating other options, specifically with the Peterborough Police Service to determine if they could match or provide additional police services at a reduced cost to the Township. Various Staff Reports have been provided to Council to keep them updated as the information becomes available. These Staff Reports can be found through a single link on the Township website.

[Continue >](#)



*Have it all. Right here.*

The Township of Cavan Monaghan Municipal Policing Survey

1. First Name

50 characters left

2. Last Name

50 characters left

3. In as much detail as possible, in the box below, please provide your question

1500 characters left

4. Select which organization you would like to direct your question to

- ☐ Ontario Provincial Police  
☐ Peterborough Police Services  
☐ Both

[Finish](#)



All questions and answers will be provided to Council in the form of a Staff Report on March 30, 2015. No responses will be provided directly to the individuals asking the questions.

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If you have any questions relating to the survey, please contact the Clerk's Department at 705-932-2929.

[Close](#)



This Agreement entered into on \_\_\_\_\_

Between:

**The Corporation of the Township of Cavan Monaghan**  
(Hereinafter referred to as the "Township")

and

**The Corporation of the City of Peterborough**  
(Hereinafter referred to as the "City")

and

**The Peterborough Police Services Board**  
(Hereinafter referred to as the "Board")

**Whereas**, police services are presently provided to the Township by the Ontario Provincial Police and this service will cease as of midnight on June 30, 2015;

**And Whereas** the Township and the City, under Section 4 of the Police Services Act, R.S.O. 1990, are required to provide adequate and effective police services in accordance with the needs of their respective municipalities;

**And Whereas** the Township wishes to enter into an agreement with the City for the provision of police services for a portion of its municipality pursuant to subsection (1) of Section 6.1 of the Police Services Act, R.S.O 1990;

**Now therefore in consideration of the premises and covenants herein the parties hereto agree as follows:**

### **Definitions**

1. In this Agreement:

- (i) "Act" means Police Services Act, R.S.O. 1990 c. P.15, as amended
- (ii) "Board" means the Peterborough Police Services Board and any successors thereof.
- (iii) "Chief of Police" means the Chief of Police of the Peterborough Police Service and includes an Acting Chief of Police.
- (iv) "Township" means the Corporation of the Township of Cavan Monaghan.

- (v) "City" means the Corporation of the City of Peterborough.
- (vi) "Police Service" means the Peterborough Police Service.
- (vii) "Cost of Service" means the fee charged by the City to the Township for Contracted Services.

### **Term of Agreement**

- 2. (i) This Agreement shall come into force and take effect at 12:01 a.m. on the 1<sup>st</sup> day of July, 2015 and continue until 12:00 midnight on the 30th day of June, 2020 – subject to extension or termination clauses being invoked as set out in Article 9 of this agreement.

### **Description of Contracted Service**

- 3. (i) The City and the Township agree that the Police Service shall provide Contracted Services for the Township as set out in Schedule A – Schedule of Contracted Service.

### **Area Serviced**

- 4. (i) The Contracted Services shall be provided to the area within the geographic boundaries of the Township as set out in the Boundary Schedule attached as Schedule B.

### **Revenue From Service**

- 5. (i) The Township shall retain revenue actually received from by-law tickets issued by the Police Service and processed by the Provincial Offences Court for by-law offences in the Township such as but not limited to Parking Tickets.

### **Cost of Service**

- 6. (i) For the Contracted Services herein described, the Township shall pay to the City the annual fees, as set out in Schedule C, to be payable monthly, on the 15<sup>th</sup> of each month.
- (ii) In the event overtime costs are incurred by the Police Service for the Contracted Services provided to the Township beyond the amount identified in Schedule C, the Township shall pay to the City overtime salary and benefit costs no later than March 31 of the following year, based upon the certificate of the City Treasurer.

- (iii) In the event a special service is required that cannot be provided by the Police Service and the Police Service is required to pay the service provider, i.e. OPP, the Township shall pay to the City an amount for the special service beyond the amount identified in Schedule C, based on invoices setting out actual costs incurred, such payment to be made no later than March 31 of the following year, based upon the certificate of the City Treasurer.
- (iv) With respect to 6(ii) and 6(iii) above, Overtime and Special Services, if the amount incurred by the Police Service are less than the amount identified in Schedule C, the City shall pay the amount that is the difference between the amount in Schedule C and the actual amount back to the Township.
- iv) The Township agrees to pay an annual increase for the years 2016 through to 2020 to the City as follows:
  - (a) For the human resources component of the cost - the annual percentage compensation increase for the sworn and civilian members of the Police Service shall be added to the total human resources cost from the previous year of the Agreement;
  - (b) For the other non-human resources items in the costing - the increase approved in the budget;
  - (c) The annual increase will be provided to the Township on or before December 1 of the prior year (if available) for inclusion into the annual budget process of the Township, and
  - (d) If the annual increase is not known as of the beginning of the year of Contracted Service, the monthly advance payment shall be based on the previous year's cost and an adjustment shall be made when the information is known.
- (vi) In the event of any legislative amendments, municipal by-laws or provincial standards which become applicable to this Agreement or the provision of police services or any other matters which require the provision of Contracted Services in the Township which are beyond the control of City and were unforeseen at the time of execution of this Agreement, the Township shall pay to the City the additional costs incurred to comply or provide the additional Services to the Township, the timing of such payment shall be agreed to by both parties.

## **Insurance**

7. (i) The City agrees to maintain comprehensive general liability insurance in an amount of at least \$5,000,000 and to include the Township as an additional insured.
- (ii) The Township agrees to pay to the City the amount of the additional premium, if any, assessed by the City's insurer for such liability insurance which is related to the contracted service provided to the Township.

## **Communications**

8. (i) In accordance with Section 6.1(2) of the Act, a representative from the Township shall be invited to attend the Board meetings to advise the Board with respect to objectives and priorities for Contracted Services provided in the Township. The representative shall be a non-voting observer.
- (ii) The Chief of Police shall meet with the Township from time to time to discuss the policing needs of the Township and any requested or recommended changes to the Contracted Services. If the changes are mutually agreed to and there is a corresponding increase (or decrease) in the service level requirement, the Township shall be responsible for the additional costs associated with such increase (or shall experience a lower cost if it is a decrease in service level).
- (iii) The Chief of Police shall submit, quarterly, to the Township, a report of the policing activities carried out in the Township, the form of which report shall be determined and agreed to by the Chief and the Township.
- (iv) The Chief of Police, or designate, shall attend, quarterly, a Township Police Services Board meeting to discuss policing activities carried out in the Township and/or any other items of a policing nature.

## **Extension / Termination of Agreement**

9. (i) The term may be extended beyond June 30, 2020 by mutual agreement of the City and Township.
- (ii) Either party may terminate this agreement at December 31<sup>st</sup> of any year of the term subject to a two-year written notice of termination to the other party.

## **Consent**

10. (i) The Board hereby acknowledges, consents and agrees to the terms of this Agreement, to the intent that the Board shall provide the Contracted Services referred to herein.

## **Notice**

11. (i) Notices and communications shall be in writing and shall be delivered by e-mail, postage-prepaid mail, personal delivery or fax, and will be addressed to the following:

To the Township of Cavan Monaghan:

Attention: Municipal Clerk

To the City of Peterborough: 500 George Street North  
Peterborough, ON  
K9H 3R9  
Attention: City Clerk

To the Peterborough Police Services Board:

500 Water Street  
P.O. Box 2050  
Peterborough, ON  
K9J 7Y4  
Attention: Executive Assistant to the Board

## **Successors and Assignment**

13. (i) This Agreement shall enure to the benefit of and be binding upon the Parties and their successors and assigns.

## **Entire Agreement**

14. (i) This Agreement and the schedules attached, constitutes the complete and exclusive statement of the Agreement between the Parties which supercedes all other communications between the Parties relating to the subject matter of this Agreement.

In Witness Whereof the Township and the City have affixed their corporate seals  
attested by the signature of their duly authorized signing officers.

**The Corporation of the City of Peterborough**

\_\_\_\_\_  
Daryl Bennett, Mayor

\_\_\_\_\_  
John Kennedy, Clerk

**The Township of Cavan Monaghan**

\_\_\_\_\_  
, Mayor

\_\_\_\_\_  
, Clerk

**Peterborough Police Services Board**

\_\_\_\_\_  
Garth Wedlock, Chair



## **Schedule A - Schedule of Service**

1. At a minimum the following Contracted Services will be provided:
  - Crime prevention
  - Law enforcement
  - Assistance to victims of crime
  - Public order maintenance
  - Emergency response
2. Supervision will be provided by existing supervisory staff, as officers assigned policing responsibilities will be under the direction of Sergeants.
3. The Services will include a policing response 24 hours per day, 365 days a year.
4. The contracted services will include one dedicated officer assigned to the Township for 24 hours per day and one officer for 12 hours per day. Their work will include proactive patrols, generalist policing functions, Community Services, Traffic Support and Criminal Investigations, including:
  - (a) Community Services for programs and events such as School Programs, Seniors' Programs, Home Alone, Police Week, Week without Violence, Crime Prevention Week and Drug Awareness. The officers will work with existing and future Community Services volunteers in the Township, as required.
  - (b) Traffic Support including the monitoring of activities such as radar detail, speeding, Noisy Trucks and Traffic Detail.
  - (c) Enforcement of municipal by-laws which pertain to such matters as noise complaints, parking or other municipal by-laws as may be mutually agreed upon.
  - (d) R.I.D.E programs, to the extent of any R.I.D.E grants received by the Township which will be based upon applications submitted by the Police Service on the Township's behalf.
5. The contracted services will include a 9-1-1 Service to Township residents in the service area.
6. The Township acknowledges that the dedicated officers may be called upon to attend another incident outside the Township as required to protect officer and public safety and where all other officer re-assignments have been explored.

**Schedule B - Boundary Schedule**





Ontario Provincial Police

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# Municipal Policing

# Background

- All police services require a base level of infrastructure, supervision, administration and sufficient front-line policing necessary to provide adequate proactive and reactive policing, and ensure the general safety and security of municipalities.
- Municipalities must have police officers available at all times to respond to calls for service and there is a cost associated with this availability.
- The government is introducing a fairer, more transparent billing model, which will take effect on January 1, 2015.

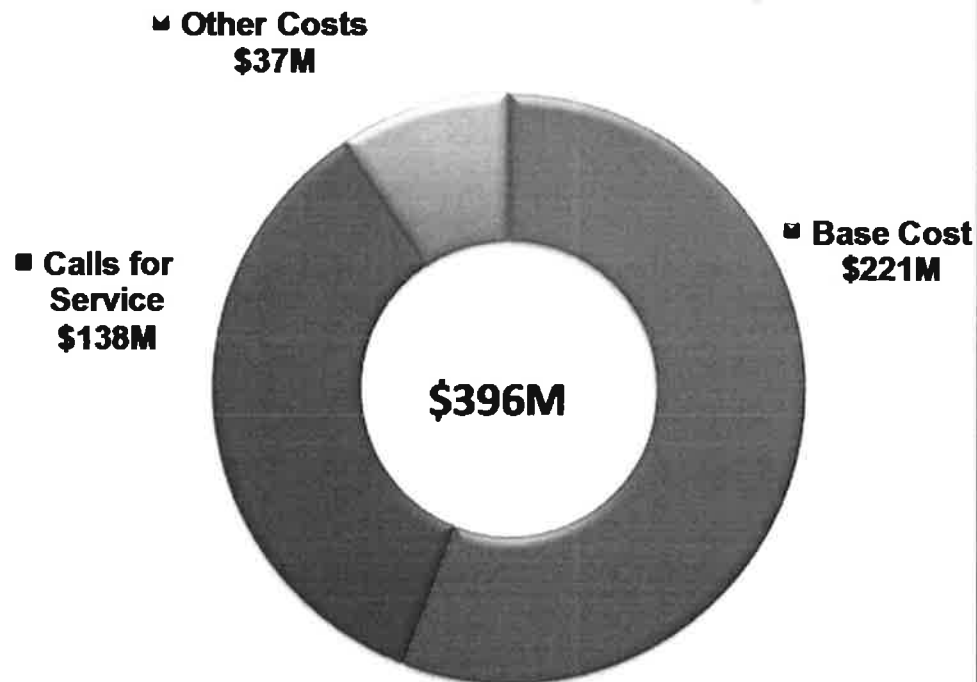


# Background – OPP Recoveries

- The billing model has not changed the total cost recovery for OPP policing services provided to municipalities – it only reallocates the costs.
- As with the current recovery process:
  1. The actual salary and benefit costs of detachment staff will be used.
  2. The Municipal Cost Recovery Formula will continue to be used to recover the cost of specific support services and ODOE.
  3. Municipalities will be compensated for the percentage of hours officers spent on the provincial services usage (PSU) events and duties.



# OPP Billing Model Split



## 2015 Municipal Cost Recoveries

- **Base** costs will be allocated among municipalities on an equal per property basis. The 2015 base cost is **\$200.51 per property** under the new model.
- **Calls for service** will be charged to municipalities according to their usage.
- **Other costs** will be allocated directly to municipalities based on contract arrangements and usage, i.e. enhancements, overtime, cleaning/caretaking, accommodation and court security.

**Base level services comprise approx. 56% of total OPP municipal policing costs, calls for service - approx. 35% and approx. 9% for other costs.**



# Base Service Billing

Allocated among municipalities on an equal per property basis

- **PROACTIVE POLICING** - RIDE, traffic safety, community policing, intelligence gathering
- **PATROL** – general and directed vehicles
- **CRIME PREVENTION** – Crime Stoppers, suicide prevention, safe schools programs, victim assistance
- **OPERATIONAL** – fully equipped officer available to respond to emergency calls for service 24/7/365
- **TRAINING** – yearly block training, driver competency assessments, recruit training
- **ADMINISTRATIVE DUTIES** – meetings, shift preparation, computer duties, report writing, public complaints





# Calls for Service Costs

Time Standards (4 Year Average: 2010-2013)

	TOTAL TIME	CFS COUNT	AVG INCIDENT TIME
VIOLENT CRIMINAL CODE	1,240,407	87,345	14.2
PROPERTY CRIME VIOLATIONS	1,180,034	195,042	6.1
OTHER CRIMINAL CODE VIOLATIONS	443,274	63,084	7.0
DRUGS	281,728	8,855	31.8
DRUGS POSSESSION	89,087	14,825	6.0
STATUTES	414,233	138,354	3.0
TRAFFIC	515,977	157,841	3.3
OPERATIONAL	1,082,031	314,020	3.4
OPERATIONAL 2	298,025	254,034	1.2
SECURITY DETAIL	19,226	1,528	12.6

■ Calls for Service costs represent costs related to reactive policing services that usually require a police officer's attendance.

■ A municipality pays a proportionate share of the total cost of municipal calls for service costs calculated for the province.

■ A municipality's proportionate share of the costs is based on time standards applied to their four-year average calls for service to determine their total weighted hours of calls for service.



# Property Count Definition

Property counts are comprised of household, commercial and industrial properties.

## INCLUDED

- **Households** (including Residential Units, Residential Dwelling Units and Farm Residential Units)
- **Commercial and Industrial properties** (including the classifications taxed at the fully occupied tax rates)

## NOT INCLUDED

- **Farmland and Managed forests with no households**
- **Pipelines**
- **Vacant land**
- **Households, commercial and industrial properties in Canadian Force Bases**

- Property counts will be updated annually.
- Counts included in the 2015 billing were based upon 2012 year end property counts for 2013 taxation year.
- MPAC is responsible for determining classifications for all properties in Ontario (<http://www.mpac.ca>).



# Overtime

- Overtime recoveries from municipalities will be similar to the current billing process.
- Municipalities will be billed for overtime from occurrences in their geographic area and a portion of their detachment overtime not linked to a specific municipality, e.g. training and administrative duties.
- Overtime recoveries are limited to uniform officers from the 66 detachments servicing municipalities.
- Excluded: All provincial obligations, major events, provincial/specialized duties, provincial/regional programs, homicides, specific projects which are not related to a specific municipality or are provincial responsibilities.



# Enhancements

- Section 10 municipalities may choose to add enhanced service FTEs.
- The positions will be generally contracted for a specific purpose.
- Actual hours of work includes all work performed in a municipality by an enhancement officer, excluding the Deployment Model availability factor duties (court attendance, training, specific administrative duties etc.).



# Cleaning/Caretaking and Accommodation

- Costs for cleaning/caretaking and accommodation are excluded from the total bill and added as a separate line item in each municipal bill if applicable.
- These charges do not apply to municipalities that provide accommodation or cleaning services for an OPP detachment.

Annual Cost for Cleaning  
Services for one municipality

=

Annual per property  
cleaning rate

×

Number of properties in a  
municipality

Annual Cost of  
Accommodation for one  
municipality

=

Annual per property  
accommodation rate

×

Number of properties in a  
municipality



# Court Security

- Court security is regarded as a “police service” in the Police Services Act and requires the government to recover for the cost of police services provided to a municipality.
- Court security is a police service provided to municipalities with a court.
- Municipalities that do not have a courthouse in their municipality will not be charged for court security.
- Municipalities with a court are billed for court security costs based on the cost required to provide designated court security activities.



# Prisoner Transport

Annual Cost for Prisoner  
Transport Services for  
one municipality



Annual per property  
prisoner transport rate



Number of properties in  
a municipality

- The cost has been identified separately for grant purposes.
- Prisoner Transport costs are allocated to all municipalities on a per property basis.



# Phase-in Strategy

- MCSCS is phasing in both increases and decreases in policing bills for a period up to five (5) years to implement the new model in a way that is manageable for municipalities and has a neutral impact on provincial revenues.
- Caps on increases and decreases are applied on a per property basis.
- Increases in policing costs as a result of the new billing model will be capped at approximately \$40 per property per year plus the growth factor. The \$40 cap does not include adjustments related to growth factors such as salary and ODOE cost changes. The annual cap on increases for 2015 is \$40.
- The cap for decreases will be adjusted to ensure overall revenue neutrality; in 2015 the cap on decreases is estimated at \$30 per property. The 2016 cap on decreases will be determined after the 2016 costs have been calculated.





# Year End Adjustment

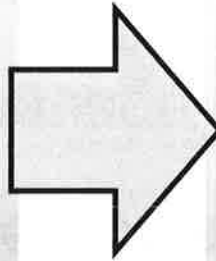
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- Under the new model, the PSU will be deducted at the provincial level in the Annual Billing Statement instead of the year-end PSU credit allocation.
- No more mid-year reconciliations.



# Fundamental Changes

- FTE – at the Detachment level
- Calculating only the actual hours worked regardless of the type of activity
- PSU calculated at the detachment level and credit issued for the work an officer did outside of the detachment boundaries and events
- Inconsistent calculation of the court security cost process



- FTE – at the provincial level
- Base + CFS + Other Costs (as applicable)
- PSU is calculated at the provincial level and credit issued for the provincial events only
- Court security cost is the responsibility of a municipality the court is located

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- Contract Terms:
  - Three (3) to six (6) years
  - Six (6) month interim contract (January – June 2015 only)
- Service Level no longer defined in terms of contractual hours of service and FTEs.
- Simplified contract language and proposal.
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- Municipalities may continue to opt for Group Contracts.



# Contract or Non-Contract ?

	<b>Section 10 Contract</b>	<b>Sec 5.1. Non-Contract</b>
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# Adequate & Effective

The OPP provides an array of assurance services to all levels within the organization, corporately, regionally and at detachment level to ensure compliance with Adequacy Standards and OPP/Ministry policies, and to establish a culture of continuous improvement within the OPP.

Adequate and effective police services that the OPP provides include:

- Crime prevention
- Law enforcement
- Assistance to victims of crime
- Public order maintenance
- Emergency response



QUESTIONS?





Ontario Provincial Police

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# Municipal Policing



# Background

- All police services require a base level of infrastructure, supervision, administration and sufficient front-line policing necessary to provide adequate proactive and reactive policing, and ensure the general safety and security of municipalities.
- Municipalities must have police officers available at all times to respond to calls for service and there is a cost associated with this availability.
- The government is introducing a fairer, more transparent billing model, which will take effect on January 1, 2015.

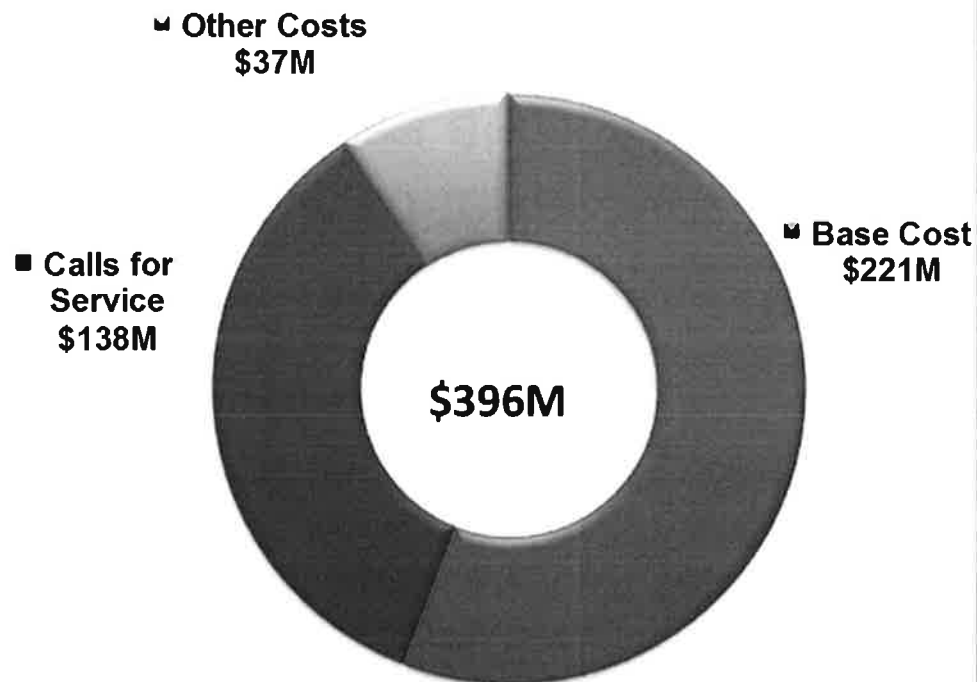


# Background – OPP Recoveries

- The billing model has not changed the total cost recovery for OPP policing services provided to municipalities – it only reallocates the costs.
- As with the current recovery process:
  1. The actual salary and benefit costs of detachment staff will be used.
  2. The Municipal Cost Recovery Formula will continue to be used to recover the cost of specific support services and ODOE.
  3. Municipalities will be compensated for the percentage of hours officers spent on the provincial services usage (PSU) events and duties.



# OPP Billing Model Split



**2015 Municipal Cost Recoveries**

- **Base** costs will be allocated among municipalities on an equal per property basis. The 2015 base cost is **\$200.51 per property** under the new model.
- **Calls for service** will be charged to municipalities according to their usage.
- **Other costs** will be allocated directly to municipalities based on contract arrangements and usage, i.e. enhancements, overtime, cleaning/caretaking, accommodation and court security.

**Base level services comprise approx. 56% of total OPP municipal policing costs, calls for service - approx. 35% and approx. 9% for other costs.**



# Base Service Billing

Allocated among municipalities on an equal per property basis

- **PROACTIVE POLICING** - RIDE, traffic safety, community policing, intelligence gathering
- **PATROL** – general and directed vehicles
- **CRIME PREVENTION** – Crime Stoppers, suicide prevention, safe schools programs, victim assistance
- **OPERATIONAL** – fully equipped officer available to respond to emergency calls for service 24/7/365
- **TRAINING** – yearly block training, driver competency assessments, recruit training
- **ADMINISTRATIVE DUTIES** – meetings, shift preparation, computer duties, report writing, public complaints



# Calls for Service Costs

## Time Standards (4 Year Average: 2010-2013)

	TOTAL TIME	CFS COUNT	AVG INCIDENT TIME
VIOLENT CRIMINAL CODE	1,240,407	87,345	14.2
PROPERTY CRIME VIOLATIONS	1,180,034	195,042	6.1
OTHER CRIMINAL CODE VIOLATIONS	443,274	63,084	7.0
DRUGS	281,728	8,855	31.8
DRUGS POSSESSION	89,087	14,825	6.0
STATUTES	414,233	138,354	3.0
TRAFFIC	515,977	157,841	3.3
OPERATIONAL	1,082,031	314,020	3.4
OPERATIONAL 2	298,025	254,034	1.2
SECURITY DETAIL	19,226	1,528	12.6

■ Calls for Service costs represent costs related to reactive policing services that usually require a police officer's attendance.

■ A municipality pays a proportionate share of the total cost of municipal calls for service costs calculated for the province.

■ A municipality's proportionate share of the costs is based on time standards applied to their four-year average calls for service to determine their total weighted hours of calls for service.



# Property Count Definition

Property counts are comprised of household, commercial and industrial properties.

## INCLUDED

- **Households** (including Residential Units, Residential Dwelling Units and Farm Residential Units)
- **Commercial and Industrial properties** (including the classifications taxed at the fully occupied tax rates)

## NOT INCLUDED

- **Farmland and Managed forests with no households**
- **Pipelines**
- **Vacant land**
- **Households, commercial and industrial properties in Canadian Force Bases**

- Property counts will be updated annually.
- Counts included in the 2015 billing were based upon 2012 year end property counts for 2013 taxation year.
- MPAC is responsible for determining classifications for all properties in Ontario (<http://www.mpac.ca>).



# Overtime

- Overtime recoveries from municipalities will be similar to the current billing process.
- Municipalities will be billed for overtime from occurrences in their geographic area and a portion of their detachment overtime not linked to a specific municipality, e.g. training and administrative duties.
- Overtime recoveries are limited to uniform officers from the 66 detachments servicing municipalities.
- Excluded: All provincial obligations, major events, provincial/specialized duties, provincial/regional programs, homicides, specific projects which are not related to a specific municipality or are provincial responsibilities.



# Enhancements

- Section 10 municipalities may choose to add enhanced service FTEs.
- The positions will be generally contracted for a specific purpose.
- Actual hours of work includes all work performed in a municipality by an enhancement officer, excluding the Deployment Model availability factor duties (court attendance, training, specific administrative duties etc.).





# Cleaning/Caretaking and Accommodation

- Costs for cleaning/caretaking and accommodation are excluded from the total bill and added as a separate line item in each municipal bill if applicable.
- These charges do not apply to municipalities that provide accommodation or cleaning services for an OPP detachment.

Annual Cost for Cleaning  
Services for one municipality

=

Annual per property  
cleaning rate

×

Number of properties in a  
municipality

Annual Cost of  
Accommodation for one  
municipality

=

Annual per property  
accommodation rate

×

Number of properties in a  
municipality

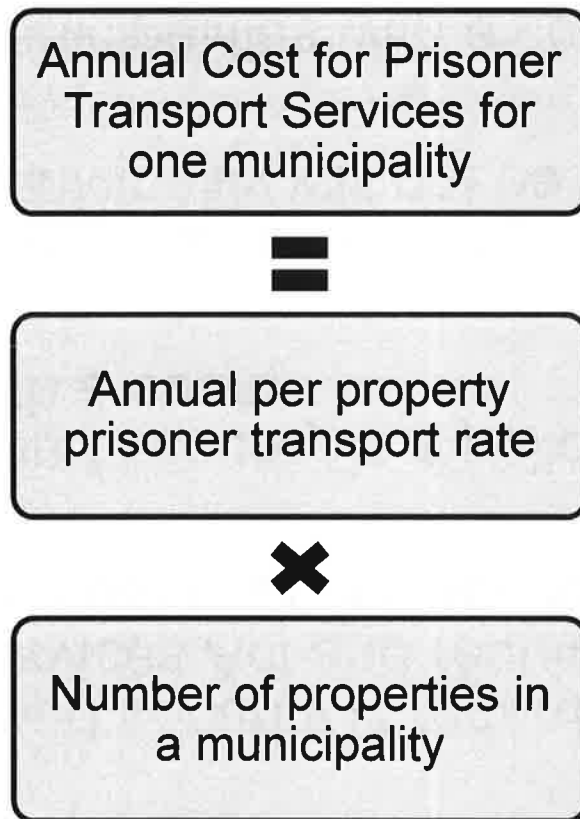


# Court Security

- Court security is regarded as a “police service” in the Police Services Act and requires the government to recover for the cost of police services provided to a municipality.
- Court security is a police service provided to municipalities with a court.
- Municipalities that do not have a courthouse in their municipality will not be charged for court security.
- Municipalities with a court are billed for court security costs based on the cost required to provide designated court security activities.



# Prisoner Transport



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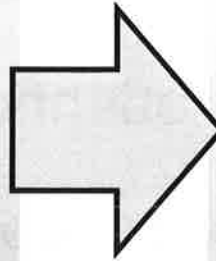
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- Crime prevention
- Law enforcement
- Assistance to victims of crime
- Public order maintenance
- Emergency response





QUESTIONS?





Peterborough Police Service

Township of Cavan Monaghan  
Request for Policing Proposal

Financial Slides updated as of February 11, 2015

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# Police Services Act

- 5 Core Functions from which we are mandated to provide service:
  - 1) Crime prevention
  - 2) Law enforcement
  - 3) Assistance to victims of crime
  - 4) Public order maintenance
  - 5) Emergency response



## Crime Prevention & Education





# Crime Prevention

- Leader in community-based policing since 1978
- 4 Community Services Officers working full-time in the schools
- Award-winning, peer-reviewed programs
- Founding agency for Peterborough Drug Strategy
- Involved with 100+ provincial and community agencies and/or organizations



# Law Enforcement







# Law Enforcement

- 1 Community Patrol officer in Cavan Monaghan for 24 hours per day
- 1 Community Patrol officer in Cavan Monaghan for 12 hours per day
- Immediate Back-up officers deployed from Peterborough as needed
- Enforcement of Municipal Bylaws as requested



## Law Enforcement

- 54% solved clearance rate on Criminal Code offences (above the national average of 41% and provincial average of 44%)
- Award-winning Traffic Unit utilizing education and targeted enforcement campaigns
- Crisis Intervention Training (CIT)
- Mental Health Integrated Outreach Program



## Victim Assistance





# Victim Assistance

- Victim Services Unit with two full-time civilians (24/7)
- Help prevent re-victimization
- Provide referrals/counseling/court support
- Assist in completing Criminal Injuries Compensation packages
- Home Guard crime prevention program



## Public Order Maintenance

- Community policing model – improves quality of life and promotes safe and secure neighbourhoods
- Pre-planned responses for community events and labour disputes or any unforeseen events
- Agreements with neighbouring police services for additional resources as required



# Emergency Response



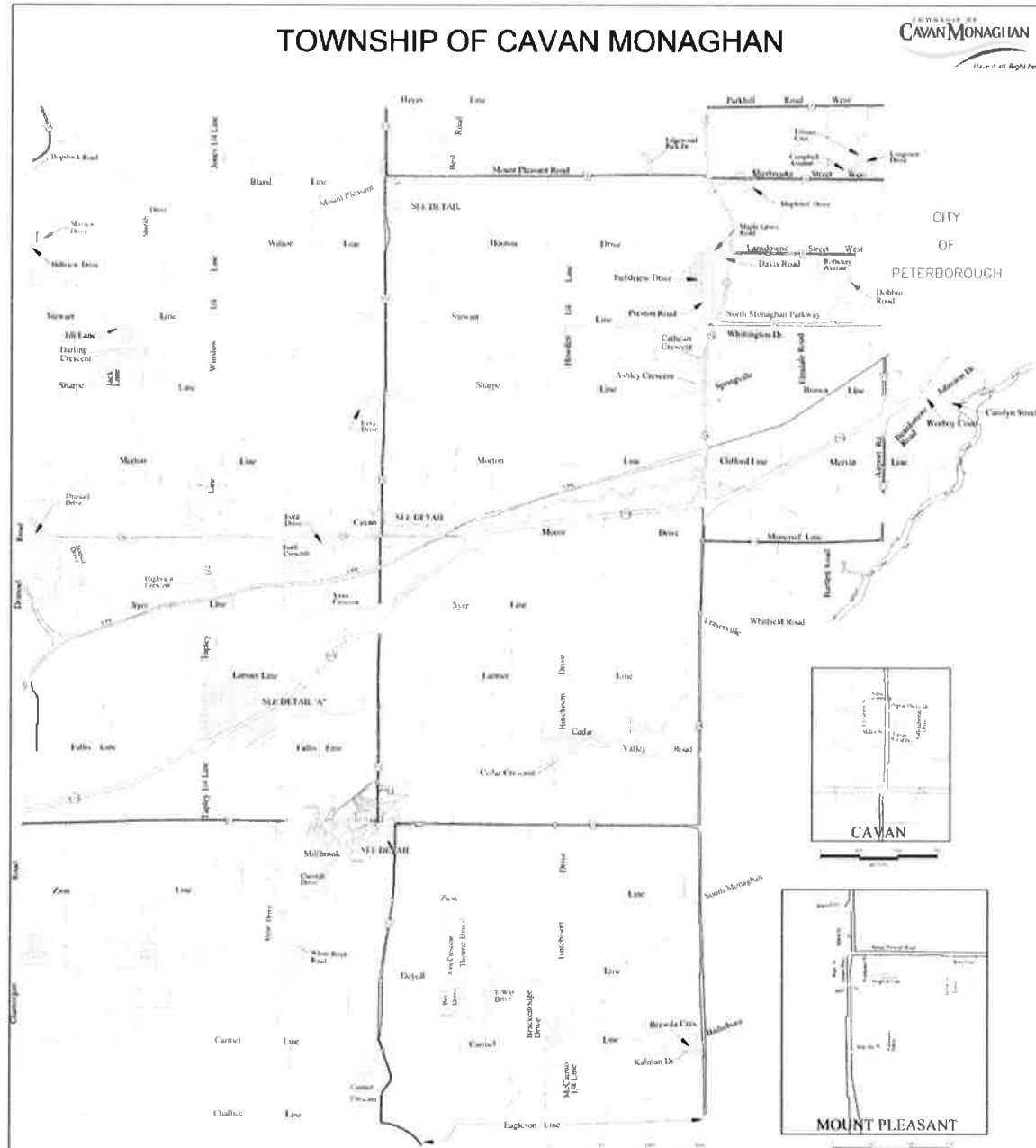


# Emergency Response Services

- 24/7/365 Major Incident Response
- 9-1-1 Communications Centre located within Police Headquarters in Peterborough
- New P25 700mh radio system offering Inter-operability
- Supported by the Emergency Response Team, Incident Commanders, Crisis Negotiators, Canine, Traffic Unit, Criminal Investigations, Auxiliary Unit



# Team Policing







## Team Policing

- Generalist Constable concept for investigating and solving crimes
- “Team 6” officers dedicated to Cavan Monaghan township
- Develop relationships with community stakeholders
- Team meetings to solve problems
- Foot patrol/Bike patrol
- Neighbourhood patrols



## Administration and Infrastructure

- Command and Control based in Peterborough
- 24/7 supervision (Officer-in-Charge, Patrol Sergeants and Communications Supervisor)
- Fully compliant with Police Services Act adequacy and effectiveness standards
- Quality assurance through Policing Standards Unit
- Exemplary training and staff development model
- Non-Emergency Phone # 705-876-1122



# Additional Policing Resources

- 63% of the O.P.P. budget is funding provided to supplement Municipal Police Service needs, such as:
  - Underwater Search and Recovery Unit
  - Helicopter
  - Bomb Disposal
  - Tactics and Rescue Unit
  - Specialized response teams



# OPP Funding Model

## MUNICIPAL POLICING RESOURCES

### Detachment Staff\*

- Supervision
- Front-line Constables
- Civilian Administrative and Support

### Support Positions\*

(Cost-Recovery Formula)

- Communication Operators
- Prisoner Guards
- Provincial Police Academy and In-Service Training
- Uniform Recruitment
- Municipal Policing Bureau
- Quality Assurance
- Forensic Identification
- IT and Telephone Support
- Regional Headquarters

\*Municipalities are billed for the portion of detachment and support positions required to meet their service demands

## PROVINCIAL / SPECIALIZED RESPONSIBILITIES

### Traffic Safety

- Aircraft Enforcement
- Provincial Traffic Safety Program
- Snowmobile All-Terrain Vessel Enforcement
- Waterways and King's Highway

### Investigations

- Criminal Investigations
- Child Sexual Exploitation Investigations
- Anti-Rackets
- Organized Crime
- Investigation and Support

### Intelligence

- Covert Operations
- Provincial Anti-Terrorism and Hate Crimes
- Analysis and Information
- Field Intelligence

### Specialized Response Teams

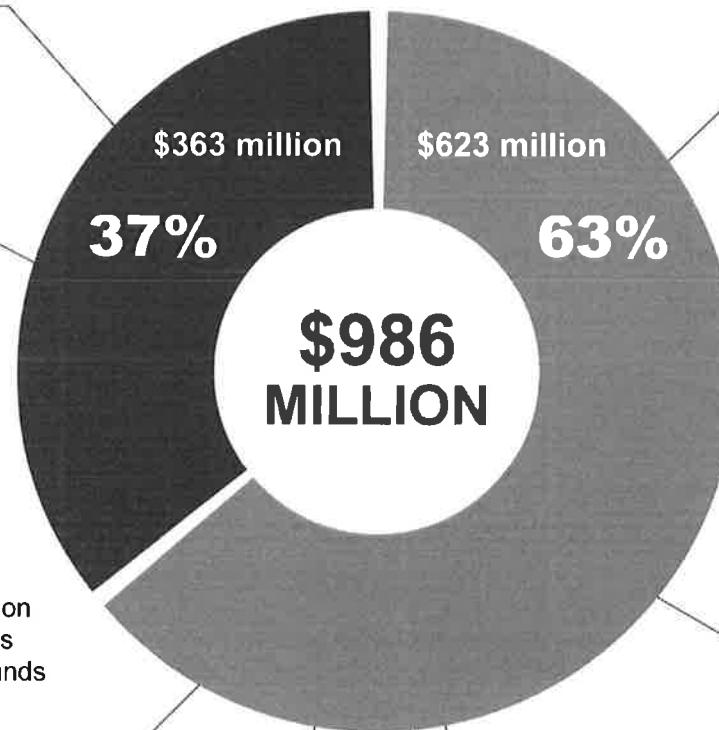
- Tactical Emergency Medical Services
- Aviation Services
- Canine Unit
- Emergency Response Team
- Negotiations
- Tactics and Rescue Unit
- Underwater Search and Recovery Unit
- Urban Chemical Response Team

### Aboriginal Policing

### Unincorporated Territory

### Auxiliary Policing

### Crime Prevention



Source: OPP

Based on 2013 actual expenditures



# Costs - Human Resources

Ref	Description	Positions	2015 Cost
<b><u>Salaries and Benefits</u></b>			
<b>1.0</b>	<b>Uniform Members</b>		
1.1	Supervision	0.06	\$6,091
1.2	Constables - Patrol and Generalist Policing Functions	6.32	\$614,567
1.3	Community Services	0.04	\$3,742
1.4	Traffic Support	0.10	\$9,354
1.5	Total Uniform Salaries		\$633,754
1.6	Overtime and Stats		\$40,000
1.7	Vacation		\$64,940
1.8	Benefits - 29%		\$202,621
1.9	Total Uniform Salaries and Benefits		\$941,315
<b>2.0</b>	<b>Civilian Members</b>		
2.1	Court Admin		\$30,303
2.2	Executive & Human Resources Expense		\$22,908
2.3	Communications - 911		\$44,671
2.4	Data Entry		\$12,885
2.5	Total Civilian Salaries and Benefits		\$110,767
<b>2.6</b>	<b>Total Human Resources</b>		<b>\$1,052,082</b>



# Costs – Operating Expenses

Ref	Description	
<b>3.0</b>	<b><u>Other Direct Operating Expenses</u></b>	
3.1	Vehicle Usage	\$93,736
3.2	Insurance - (Subject to change - based on estimate from Insurance Broker)	\$8,000
3.3	Cell Phone	\$4,485
	Ontario Police Technology Information Cooperative	
3.4	(OPTIC)	\$5,391
3.5	Officer Equipment	\$5,306
3.6	CAD Mapping	\$440
3.7	Total Other Direct Operating Expenses	<u>\$117,358</u>
<b>4.0</b>	<b>Total Cost</b>	<b><u>\$1,169,440</u></b>



## Summary of Service Provided

- 1 Officer 24 hours per day
- 1 Officer 12 hours per day
- Additional response as required
- Community Services Programs
- Traffic Support
- By-law Enforcement



## Summary of Service Provided

- Quarterly reports on policing activities
- Quarterly attendance at the Cavan Monaghan PSB meetings
- Invitation to Peterborough PSB meetings to advise on Cavan Monaghan issues





## Reconciling Costs

- Peterborough will not reconcile each line item at end of year
- Peterborough will reconcile Overtime and Special Services line meaning:
  - If overtime and special service requirements exceed \$40,000, CM will be invoiced
  - If overtime and special service requirements are less than \$40,000, City will pay back difference



## Term of Contract

- 5 year term
- Term may be extended by mutual agreement
- Term may be terminated with two-year written notice by December 31<sup>st</sup> of any year



# Why choose the Peterborough Police Service?

- Economical
- Efficient
- Effective
- A presence in the Community
- Community Service Programs

professional • friendly • helpful



Questions?

