



AGENDA

POLICE SERVICES BOARD MEETING

February 21, 2018

9:00 am

Council Chambers, Town Hall

Pages

1. **CALL TO ORDER**
2. **DECLARATION OF PECUNIARY INTEREST**
3. **APPOINTMENT OF CHAIR AND VICE CHAIR FOR 2018**
4. **ADDITIONS TO THE AGENDA**

RECOMMENDATION

THAT the agenda for the February 21, 2018 Community Policing Advisory Committee meeting be accepted as presented.

5. **ADOPTION OF MINUTES FROM PREVIOUS MEETING**

1

RECOMMENDATION

THAT the minutes of the January 17, 2018 Community Policing Advisory Committee meeting be approved and signed by the Chair and Secretary.

6. **BUSINESS ARISING FROM MINUTES**

- 6.1 **Verbal Update - Approved CPAC Terms Of Reference**

5

7. **DELEGATIONS**

None.

8. REPORTS

- 8.1 Monthly Policing Statistics 9**

RECOMMENDATION

THAT the January 2018 OPP Monthly Report be received.

- 8.2 Monthly False Alarm Report 22**

RECOMMENDATION

THAT the January 2018 False Alarm report be received.

9. CORRESPONDENCE

- 9.1 AMO Submission on Policing - Bill 175 Safer Ontario Act 23**

RECOMMENDATION

THAT the correspondence from AMO regarding Bill 175 the Safer Ontario Act be received.

10. OTHER BUSINESS

- 10.1 Committee Discussion: Block Parent Program in St. Marys 25**

- 10.2 Update: Final Draft of Police Services Agreement with the City of Stratford 29**

11. UPCOMING MEETINGS

March 21, 2018 - 9:00 am, Council Chambers

April 18, 2018 - 9:00 am, Council Chambers

May 16, 2018 - 9:00 am, Council Chambers

June 20, 2018 - 9:00 am, Council Chambers

12. ADJOURNMENT

RECOMMENDATION

THAT the February 21, 2018 meeting of the Community Policing Advisory Committee be adjourned at _____ am.



MINUTES
Community Policing Advisory Committee

January 17, 2018
9:00am
Council Chambers, Town Hall

Members Present: Fred Stam
Peter McAsh, Vice Chair
Mayor Al Strathdee

Members Absent: Councillor Don Van Galen, Chair

OPP Present: Sergeant Stephane Pilon
Officer Scott Bentley

Staff Present: Brent Kittmer, Board Secretary

1. CALL TO ORDER

Vice Chair Peter McAsh called the meeting to order at 9:05am.

2. DECLARATION OF PECUNIARY INTEREST

None.

3. APPOINTMENT OF CHAIR AND VICE-CHAIR

Moved By Fred Stam

Seconded By Mayor Strathdee

THAT the Appointment of Chair and Vice Chair be postponed until the February meeting.

CARRIED

4. ADDITIONS TO THE AGENDA

None.

5. ADOPTION OF MINUTES FROM PREVIOUS MEETING

Moved By Mayor Strathdee

Seconded By Fred Stam

THAT the minutes of the November 22, 2017 Police Services Board meeting be approved and signed by the Chair and Secretary.

CARRIED

6. BUSINESS ARISING FROM MINUTES

6.1 Statistics re: Motor Vehicle Collisions in St. Marys

Officer Bentley spoke to the collision statistics included in the agenda. It is the OPP's opinion that there are no systemic trends in the collision statistics. Officer Bentley reported that the OPP have not seen an increase in collisions since the new pedestrian signals were installed in 2016, and the OPP do not believe any of the collisions are attributed to the signals.

B. Kittmer explained to the Committee how the signal timing works and that Public Works is pursuing alternatives to address concerns raised by Council and the public.

Moved By Fred Stam

Seconded By Mayor Strathdee

THAT the statistics from the OPP regarding motor vehicle collisions in St. Marys be received for information.

CARRIED

6.2 Verbal Update (B. Kittmer) re: Filling of CPAC Vacancy

B. Kittmer advised the Committee that the posting for the CPAC has been issued and that applications close on February 2, 2018.

7. DELEGATIONS

None.

8. REPORTS

8.1 Monthly Policing Statistics (November and December 2017)

Sergeant Pilon spoke to the November and December 2017 policing statistics.

In response to member Stam, S. Pilon advised that there has been no further progress on the investigation of an attempted child abduction in St. Marys. The file remains open, and the investigation continues.

In response to Vice-Chair McAsh, S. Pilon advised that the Citizen's Police Academy is for the public, and that all members of PSBs and committees are encouraged to attend.

In response to member Stam, S. Pilon explained the escalating approach to responses of mental health calls. S. Pilon further clarified that the citizen self-reporting portal used by the OPP is not appropriate for mental health calls, or any incident in which another person may be immediately involved. The portal should be used for the reporting of petty crimes.

S. Pilon explained to the committee that the OPP is now completing quarterly trend analyses of crime statistics. The purpose is to better predict which types of crime may occur so that the OPP can direct their resources appropriately.

In response to member Stam, S. Pilon advised the committee that there has been no further updates from the Federal government to policing agencies re: cannabis legalization. The OPP continues to move towards building the necessary resources for enforcement once legalization occurs. This includes securing training to establish a local officer who is expert in drug use recognition.

Moved By Fred Stam

Seconded By Mayor Strathdee

THAT the November 2017 and December 2017 OPP monthly policing statistics be received for information.

CARRIED

8.2 Monthly False Alarm Report (November and December 2017)

Moved By Fred Stam

Seconded By Mayor Strathdee

THAT the November and December 2017 False Alarm reports be received for information.

CARRIED

9. CORRESPONDENCE

9.1 Victim Services Huron County re: Human Trafficking Workshop

S. Pilon noted for the committee that the workshop is open to all members of PSBs and committees for education purposes.

Moved By Fred Stam

Seconded By Mayor Strathdee

THAT the correspondence from Victim Services Huron County be received for information.

CARRIED

10. OTHER BUSINESS

10.1 Verbal Update (B. Kittmer): Status of Stratford Police Contract Negotiations

B. Kittmer provided an update to the committee on the current status of negotiations with the City of Stratford and the recent meetings held with the Acting Chief of Police.

10.2 Review and Discussion: Draft Terms of Reference for the CPAC.

B. Kittmer presented the current draft of the terms of reference to the committee. The committee reviewed the terms and made several edits.

Moved By Fred Stam

Seconded By Mayor Strathdee

THAT the Community Policing Advisory Committee recommends to Council that the draft terms of reference for the CPAC be adopted.

CARRIED

11. UPCOMING MEETINGS

Vice Chair McAsh noted the upcoming meetings as listed on the agenda.

12. ADJOURNMENT

Seconded By Mayor Strathdee

THAT this meeting of the Community Policing Advisory Committee be adjourned at 10:40am.

CARRIED

Chair Don Van Galen

Brent Kittmer, CAO / Clerk, Committee Secretary



TOWN OF ST. MARYS

Community Policing Advisory Committee

Terms of Reference

MANDATE

The Community Policing Advisory Committee (“CPAC”) shall advise and assist Council and the citizens of the Town of St. Marys on matters relating to community policing.

The CPAC’s responsibilities will be analogous to Section 10(9) (b), (c), and (e) of the Police Services Act, including:

- Meeting on a monthly basis, or more frequently if necessary, to advise the Chief of police, or his/her designate, in regards to the needs, objectives and priorities for police services in the Town.
- Establishing, after consultation with the Chief of Police, or his/her designate, any local policies with respect to police services.
- Receiving monthly reports from the Chief of Police, or his/her designate.
- Monitoring the performance of the police services.
- Receiving regular reports from the Chief of Police, or his/her designate on disclosures and decisions made under Section 49 Police Services Act (secondary activities).
- Reviewing the Chief of Police’s administration of the complaints system under Part V of the Police Services Act and receive regular reports from the Detachment Commander or his or her designate on his or her administration of the complaints system.

Further, the responsibilities of the CPAC shall also include:

- Reviewing the annual policing budget submission and recommending to Council to adopt or dispute the annual budget. This includes working with the contract police service provider to resolve any budget concerns prior to making a recommendation to Council to proceed with formal dispute resolution.
- Conducting reviews of the state of the Town’s police service, on such terms of reference as the CPAC may adopt. The first such review shall be after the contract policing has been in effect for one (1) year, and periodically thereafter. The CPAC shall report its findings to Council. At a minimum, the purpose of the review(s) shall be:
 - To evaluate the success of the contract police services in providing adequate and effective police services to the Town;
 - To assess the cost impacts of this contract police services on the Town; and
 - To make any recommendations to the Town and the Police Services Board for the contract services provider as may be appropriate in light of the findings.
- Researching and making recommendations to Council on how best to improve police services in the Town. This includes, but is not limited to, making



recommendations to Council in regards to any preferred amendments to the police services agreement when periodic reviews of the contract policing services are completed.

- Selecting one member to represent the Town of St. Marys during Police Service Board meetings of the contract policing service provider. Such attendance will be to advise the Board with respect to objectives and priorities for the police services in the Town. The representative of the CPAC shall be a non-voting attendee.

The CPAC will **not** be responsible for the following:

- In accordance with Section 31(4) of the Police Services Act, the CPAC cannot interfere with day-to-day operations of the police services. Neither the CPAC as a body, nor any individual member of the CPAC, shall give orders or directions to the Chief of Police, his/her designate, or any member of the police force including administrative or civilian staff.
- Undertaking, supervising, or directing the day to day operations of any Town department;
- Administrative matters including giving directions to any member of Town staff.
- Reviewing the Town's or the police services' staff structure, staff compensation, or other staffing related matters.
- Approving budgets and capital projects.
- Performing project and program implementation.
- Reviewing any matter that may be subject to the Town's closed meeting provisions that is not within the mandate of the CPAC.
- Acting as a forum to debate decided matters of Council, or a forum to organize political advocacy for Council to reconsider decided matters.

COMMITTEE STRUCTURE

The composition of the CPAC is designed to reflect Section 27 (6) of the *Police Services Act* and shall consist of:

- The Mayor, or if the Mayor chooses not to be a member of the CPAC, another member of the Council appointed by Council.
- One further member of the Council appointed by Council.
- Three members of the public appointed by Council. Eligible members of the public are those who are entitled to be an elector in the Town under section 17 of the *Municipal Elections Act* and are not employees, or immediate family members of employees, of the Town or the contract police services.

GENERAL RULES OF OPERATION

The St. Marys Community Policing Advisory Committee is subject to the control and direction of Council. All meetings of the CPAC are open to the public, and the Procedure By-Law governing the procedures for Council meetings shall be observed by the CPAC. The closed meeting provisions of the *Municipal Act* and the *Police Services Act* apply to meetings of the CPAC.



All appointed CPAC members will be voting members, and a quorum of the CPAC shall be the majority of those appointed by Council as members of the CPAC.

At the first meeting, the members shall determine the preferred day and time for CPAC meetings.

If the CPAC refuses or neglects to give due consideration to any matter assigned to it or before it, it may, by Council resolution, be discharged of its responsibilities.

APPOINTMENT OF CHAIR AND VICE CHAIR

The CPAC shall appoint a Chair and Vice Chair in accordance with the procedure set out in Section 28(1) and (2) of the *Police Services Act*. The members of the CPAC shall, at the first meeting held in January of each year, select from amongst its members, a Chair and Vice-Chair for a term of one year.

- The election of the Chair shall be conducted by the Town staff liaison to the CPAC.
- The election of the Vice-Chair shall be conducted by the Chair.
- Any votes required under this section shall be taken as described by the provision of Section 61(1) and (2) of the *Municipal Act*, which requires that each member of the CPAC present shall indicate his or her vote openly, and that no vote be taken by ballot or any other method of secret balloting.

ROLE OF CPAC CHAIR

- In accordance with the Town's Procedure By-Law, preside at all meetings, and control proceedings and discussion to ensure smooth transition of the business as listed on the agenda.
- Vote on all matters requiring a formal motion.
- Report on the activities of the CPAC and of the police services to Council as required.

ROLE OF CPAC MEMBERS

The CPAC members shall:

- Report to the Chair any issues that they feel should be addressed by the CPAC.
- Attend and participate in CPAC meetings.
- Contribute time, knowledge, skill and expertise during meetings in order to fulfill the CPAC's mandate and report their concerns and issues to the CPAC.
- Abide by the procedural decisions made by the Chair.
- Disclose any pecuniary interests per the requirements of the *Municipal Conflict of Interest Act*.
- Actively participate in carrying out the responsibilities of the CPAC.
- Be considered to be voting members of the CPAC.

ROLE OF TOWN ADMINISTRATIVE STAFF

The CAO/Clerk, or his/her designate, shall be the staff liaison to the CPAC.

The staff liaison's responsibilities include:



- Corresponding with members of the CPAC.
- Acting as the CPAC Secretary, including agenda preparation and minute taking.
- Giving notice of meetings and preparing all associated correspondence.
- Preserving all records and correspondence in accordance with the Town Records Retention By-law.
- Acting as a resource personnel for Town policies and procedures.

REPORTING REQUIREMENTS

CPAC minutes are to be provided to the CAO/Clerk for insertion on the Council agenda. Recommendations for Council's consideration are to be presented to Council in an appropriate format under signature of the CAO/Clerk.

FINANCIAL RESOURCES OF THE COMMITTEE

Members of the public serving on the CPAC will receive remuneration in the amount of \$20.00 per meeting attended. There will be no remuneration for Council members serving on the CPAC.

Reimbursement for travel and other expenses incurred in the performance of CPAC duties will be paid in accordance with the Town's policies.

Any financial requirement of the CPAC shall be approved by Council prior to expenditure.

FREQUENCY OF MEETINGS:

The CPAC will meet a minimum of monthly, with the exception of the months of July, August and December.

TERM

The term of the CPAC shall coincide with the term of the appointing Council.



Perth County



St. Marys Police Services Board Report



January 2018



Perth County OPP Community Safety and Engagement Report

St. Marys 2018/January

Calls for Service

2018: 122	2017: 127	2016: 107
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Public Complaints

Policy	Nil
Service	Nil
Conduct	Nil

Secondary Employment

N/A

DAR - Community Safety / Mobilization Hours

Number of Cruiser Patrol Hours:	112.75
Number of Foot Patrol Hours:	33.25
Number of School Patrol Hours:	7.25
Number of Specialized Patrol Hours:	Nil
Number of Focused Patrol Hours:	Nil
Number of Community Mobilization Hours:	16.75
Number of RIDE Program Hours:	2.50
Number of Auxiliary Hours:	19.00

Detachment Initiatives

Number of Targeted Media Releases:	<p>NUMBER OF TARGETED MEDIA RELEASES:</p> <p>29 media releases were placed on the Perth County Media Portal. One pertained specifically to St. Marys.</p> <p>This included:</p> <ul style="list-style-type: none">• A release regarding a suspicious person in St. Marys <p>Media releases are put out to in an attempt to educate, create awareness, and emphasize the need for the public's help in solving crimes.</p>
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Perth County OPP Community Safety and Engagement Report

St. Marys 2018/January

Crime and Traffic Campaigns/Initiatives:	<p>There were 5 Collisions in St. Marys in January (5 Property Damage).</p> <p>There were 2 RIDE programs conducted in St. Marys in January resulting in one roadside test (pass).</p>
Public Education Campaigns:	<p>PUBLIC EDUCATION & CAMPAIGNS:</p> <p>Twelve media releases were issued this past month pertaining to county-wide information and/or public education campaigns. These included:</p> <ul style="list-style-type: none"> • A release about the Citizen's Academy • A release about Crime Stoppers' 30th Anniversary • A release about collisions caused by the weather • A release about stunt drivers who had been caught <p>PC Brown was a guest speaker at the Finding Your Way event. She was also a guest speaker at the Perth County Federation of Agriculture meeting. She discussed theft in rural areas. She also attended a meeting of the Ellice Swampers Snowmobile Club to discuss trail safety.</p>
Crime Stoppers:	<p>12 Total new OPP tips (Perth County only)</p> <ul style="list-style-type: none"> ➤ 8 Perth Drugs ➤ 4 Perth Intelligence <p>One meeting attended and no presentations completed.</p>
Continuous Learning:	<p>Block Training – 11 officers</p> <p>Open Source Training – 1 Officer</p>

Community Engagement

School/Youth Officer Hours / Calls for Service:	<p>There were four calls for service at St. Marys DCVI since the Christmas Break. Some were:</p> <p>Officer was contacted about concerns regarding a student who was possibly engaging in unsafe practices using social media. The officer met with the student, no evidence of inappropriate behavior but youth warned and educated. Also spoke to guidance/health/Choices for Change counsellors for extra support.</p>
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Perth County OPP Community Safety and Engagement Report

St. Marys 2018/January

	Results from a suspicious persons call from September 2017. Two students collecting money for Terry Fox run, deemed suspicious, police attended. Later when youth turned in money to school, there were names and money missing from the original collection form. Police investigated, youth dealt with and turned in remainder of money. Claimed oversight, police disagree. School forwarded money to Terry Fox Foundation.
Community Mobilization Officer:	Report will be included in February's PSB Report. Police investigated four Mental Health Act calls in St. Marys during the month of January, the same as in December.
Focused Patrol Initiatives:	There were no Focused Patrols for St. Marys in January.
Community Events:	Nil

Noteworthy Occurrences

- Report of two suspects wearing dark clothing, backpacks and red bandanas going through vehicles in the middle of the night. Police patrolled the area and located the two youths. Both charged accordingly.

Example of Recent Call Involving 12 Year Old Child

- Since the beginning of 2016, police have been involved in 31 occurrences with this child
- Most of these incidents were classified as either being Mental Health Act or Family Disputes, usually stemming from disorderly behaviour
- Recently, police were called to the home for the child acting out (punching doors and throwing things). Police attended and took a collaborative approach by calling a crisis worker to the scene. Crisis attended and assisted police in speaking with the child. Options were discussed with the crisis worker and after numerous phone calls, it was decided that the child would be placed in a special foster care facility in Niagara Falls. Both the crisis worker and the police escorted the child to the new residence. Officers spent at least eight hours on this one call alone.
- The following day, the police met with Children's Aid Society to form a management plan for the child's care. This management plan will provide guidelines to police and crisis workers in the likely event that they are called to deal with this child again.
- Seven different agencies have been collaborating to find a long-term solution

Perth County OPP Community Safety and Engagement Report

St. Marys 2018/January

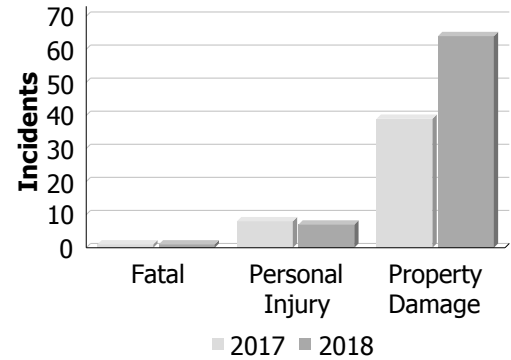
Looking Forward

Trends:	<ul style="list-style-type: none">• The number of violent crimes for St. Marys remained fairly steady in 2017 as compared to 2016. In 2017, there were 33 reports of violent crimes as compared to 34 in 2016. The five year average is 37.• The number of property crimes for St. Marys increased 22% in 2017 as compared to 2016. In 2017, there were 177 reports of property crime as compared to 145 in 2016. The five year average is 143. Vehicle thefts increased from 6 in 2016 to 13 in 2017.• Foot patrol hours increased in St. Marys in 2017. In 2017, there was 459 hours of foot patrol as compared to 428.5 hours in 2016.
Detachment Pressures:	<ul style="list-style-type: none">• Current vacancies / Block Training / Other Training / Annual Leave
Community Pressures:	<ul style="list-style-type: none">• Weather-related collisions

Police Services Board Report for St. Marys
Collision Reporting System
January - 2018

Motor Vehicle Collisions by Type

Incidents	January			Year to Date - January		
	2017	2018	% Change	2017	2018	% Change
Fatal	1	1	0.0%	1	1	0.0%
Personal Injury	8	7	-12.5%	8	7	-12.5%
Property Damage	39	64	64.1%	39	64	64.1%
Total	48	72	50.0%	48	72	50.0%



Data Utilized

- SQL online application reporting system – OPP CRS 2.3.09
- Collision Reporting System Business Intelligence Cube

Detachment: 6N - PERTH COUNTY
Location code(s): 6N00-PERTH COUNTY
Data source date: 2018/02/14

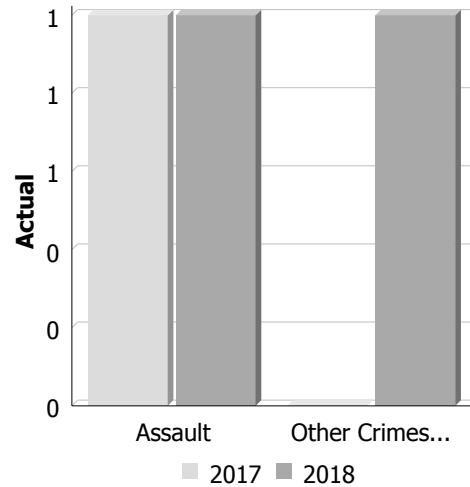
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 McFalls, Shawn

Report Generated on:
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Police Services Board Report for St. Marys
Records Management System
January - 2018

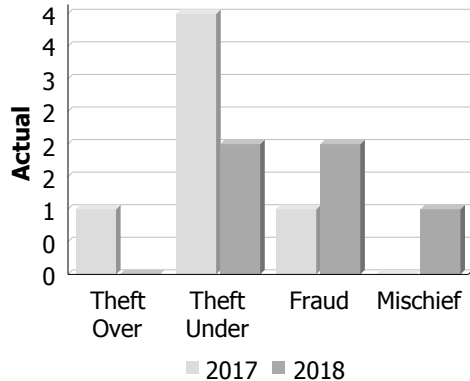
Violent Crime

Actual	January			Year to Date - January		
	2017	2018	% Change	2017	2018	% Change
Murder	0	0	--	0	0	--
Other Offences Causing Death	0	0	--	0	0	--
Attempted Murder	0	0	--	0	0	--
Sexual Assault	0	0	--	0	0	--
Assault	1	1	0.0%	1	1	0.0%
Abduction	0	0	--	0	0	--
Robbery	0	0	--	0	0	--
Other Crimes Against a Person	0	1	--	0	1	--
Total	1	2	100.0%	1	2	100.0%



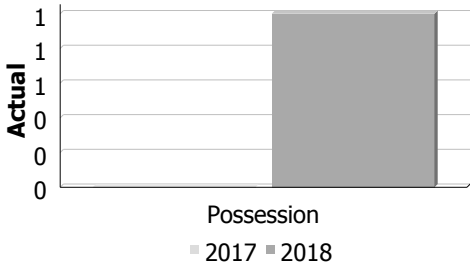
Property Crime

Actual	January			Year to Date - January		
	2017	2018	% Change	2017	2018	% Change
Arson	0	0	--	0	0	--
Break & Enter	0	0	--	0	0	--
Theft Over	1	0	-100.0%	1	0	-100.0%
Theft Under	4	2	-50.0%	4	2	-50.0%
Have Stolen Goods	0	0	--	0	0	--
Fraud	1	2	100.0%	1	2	100.0%
Mischief	0	1	--	0	1	--
Total	6	5	-16.7%	6	5	-16.7%



Drug Crime

Actual	January			Year to Date - January		
	2017	2018	% Change	2017	2018	% Change
Possession	0	1	--	0	1	--
Trafficking	0	0	--	0	0	--
Importation and Production	0	0	--	0	0	--
Total	0	1	--	0	1	--



Detachment: 6N - PERTH COUNTY

Location code(s): 6N00 - PERTH COUNTY

Area code(s): 6224 - St. Marys, 6296 - DVCI (St Marys District Collegiate and Vocational Institute)

Data source date:

2018/02/10

Report Generated by:

McFalls, Shawn

Report Generated on:

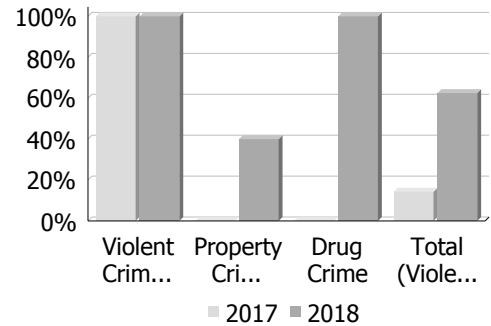
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Police Services Board Report for St. Marys
Records Management System
January - 2018

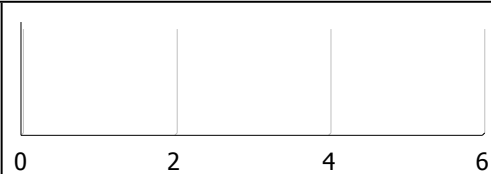
Clearance Rate

Clearance Rate	January			Year to Date - January		
	2017	2018	Difference	2017	2018	Difference
Violent Crime	100.0%	100.0%	0.0%	100.0%	100.0%	0.0%
Property Crime	0.0%	40.0%	40.0%	0.0%	40.0%	40.0%
Drug Crime	--	100.0%	--	--	100.0%	--
Total (Violent, Property & Drug)	14.3%	62.5%	48.2%	14.3%	62.5%	48.2%



Criminal Record and Vulnerable Sector Screening Checks

Actual	January			Year to Date - January		
	2017	2018	% Change	2017	2018	% Change
Criminal Record Checks	0	0	--	0	0	--
Vulnerable Sector Screening Checks	0	0	--	0	0	--



Data contained within this report is dynamic in nature and numbers will change over time as the Ontario Provincial Police continue to investigate and solve crime.

Data Utilized

- Major Crimes
- Niche RMS All Offence Level Business Intelligence Cube

Detachment: 6N - PERTH COUNTY

Location code(s): 6N00 - PERTH COUNTY

Area code(s): 6224 - St. Marys, 6296 - DVCI (St Marys District Collegiate and Vocational Institute)

Data source date:

2018/02/10

Report Generated by:

McFalls, Shawn

Report Generated on:

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PP-CSC-Operational Planning-4300

STATEMENT OF FEES COLLECTED RECOVERABLE EXPENSES

Perth County Detachment

St Marys

Month of: January 2018			
Service	Receipted	Cash	Sub-Total
Record Checks - Employment	15	\$375.00	\$375.00
Fingerprints			
Insurance Requests			
Occurrence Reports			
RCMP			
Totals			\$375.00

Year to Date (includes current month)			
Service	Receipted	Cash	Year to Date
Record Checks - Employment	15	\$375.00	\$375.00
Fingerprints			
Insurance Requests			
Occurrence Reports			
RCMP			
Totals			\$375.00



Calls For Service (CFS) Billing Summary Report

St. Marys
January - 2018

Billing Categories <i>(Billing categories below do not match traditional crime groupings)</i>		2018				2017			
		January	Year to Date	Time Standard	Year To Date Weighted Hours	January	Year to Date	Time Standard	Year To Date Weighted Hours
Violent Criminal Code	Assault With Weapon or Causing Bodily Harm- Level 2	0	0		0.0	1	1	15.1	15.1
	Assault-Level 1	1	1	15.1	15.1	0	0		0.0
	Utter Threats to Person	1	1	15.1	15.1	0	0		0.0
	Total	2	2	15.1	30.2	1	1	15.1	15.1
Property Crime Violations	Theft of - Trucks	0	0		0.0	2	2	7.6	15.2
	Theft under - Bicycles	0	0		0.0	2	2	7.6	15.2
	Theft under - Trailers	0	0		0.0	1	1	7.6	7.6
	Theft under - Other Theft	0	0		0.0	2	2	7.6	15.2
	Theft Under - Gasoline Drive-off	1	1	7.6	7.6	0	0		0.0
	Theft FROM Motor Vehicle Under \$5,000	1	1	7.6	7.6	0	0		0.0
	Fraud - Fraud through mails	1	1	7.6	7.6	0	0		0.0
	Fraud -Money/property/ security <= \$5,000	1	1	7.6	7.6	0	0		0.0
	Identity Fraud	0	0		0.0	1	1	7.6	7.6
	Mischief - master code	1	1	7.6	7.6	0	0		0.0
	Total	5	5	7.6	38.0	8	8	7.6	60.8
Other Criminal Code Violations (Excluding traffic)	Bail Violations - Fail To Comply	1	1	7.6	7.6	1	1	7.6	7.6
	Breach of Probation	0	0		0.0	1	1	7.6	7.6
	Total	1	1	7.6	7.6	2	2	7.6	15.2
Drug Possession	Possession Cannabis	1	1	6.2	6.2	0	0		0.0
	Total	1	1	6.2	6.2	0	0		0.0
Statutes & Acts	Landlord/Tenant	0	0		0.0	3	3	3.1	9.3
	Mental Health Act	1	1	3.1	3.1	2	2	3.1	6.2
	Mental Health Act û Threat of Suicide	2	2	3.1	6.2	1	1	3.1	3.1
	Mental Health Act - Voluntary Transport	1	1	3.1	3.1	1	1	3.1	3.1
	Mental Health Act - Placed on Form	0	0		0.0	2	2	3.1	6.2
	Trespass To Property Act	0	0		0.0	2	2	3.1	6.2
	Total	4	4	3.1	12.4	11	11	3.1	34.1
Operational	Domestic Disturbance	1	1	3.4	3.4	1	1	3.4	3.4
	Suspicious Person	1	1	3.4	3.4	4	4	3.4	13.6
	Phone -Nuisance - No Charges Laid	0	0		0.0	1	1	3.4	3.4
	Insecure Condition - Building	1	1	3.4	3.4	1	1	3.4	3.4



Calls For Service (CFS) Billing Summary Report

**St. Marys
January - 2018**

Billing Categories <i>(Billing categories below do not match traditional crime groupings)</i>		2018				2017			
		January	Year to Date	Time Standard	Year To Date Weighted Hours	January	Year to Date	Time Standard	Year To Date Weighted Hours
Operational	Noise Complaint - Residence	2	2	3.4	6.8	4	4	3.4	13.6
	Noise Complaint - Business	2	2	3.4	6.8	0	0		0.0
	Noise Complaint - Others	1	1	3.4	3.4	1	1	3.4	3.4
	Accident - non-MVC - Industrial	1	1	3.4	3.4	0	0		0.0
	Found-Personal Accessories	1	1	3.4	3.4	0	0		0.0
	Found-Household Property	0	0		0.0	1	1	3.4	3.4
	Sudden Death - Natural Causes	2	2	3.4	6.8	0	0		0.0
	Suspicious Vehicle	3	3	3.4	10.2	2	2	3.4	6.8
	Trouble with Youth	3	3	3.4	10.2	4	4	3.4	13.6
	Medical Assistance - Other	1	1	3.4	3.4	1	1	3.4	3.4
	Vehicle Recovered - Automobile	0	0		0.0	1	1	3.4	3.4
	Neighbour Dispute	1	1	3.4	3.4	5	5	3.4	17.0
	Other Municipal By-Laws	2	2	3.4	6.8	0	0		0.0
	Traffic By-Law	1	1	3.4	3.4	3	3	3.4	10.2
	Assist Fire Department	0	0		0.0	1	1	3.4	3.4
	Assist Public	11	11	3.4	37.4	9	9	3.4	30.6
	Family Dispute	4	4	3.4	13.6	5	5	3.4	17.0
	Total	38	38	3.4	129.2	44	44	3.4	149.6
Operational2	False Alarm-Accidental Trip	1	1	1.2	1.2	2	2	1.2	2.4
	False Alarm-Malfunction	3	3	1.2	3.6	1	1	1.2	1.2
	False Holdup Alarm-Accidental Trip	1	1	1.2	1.2	1	1	1.2	1.2
	False Alarm -Others	2	2	1.2	2.4	0	0		0.0
	False Alarm -Cancelled	2	2	1.2	2.4	0	0		0.0
	Keep the Peace	0	0		0.0	1	1	1.2	1.2
	911 call / 911 hang up	8	8	1.2	9.6	5	5	1.2	6.0
	911 hang up - Pocket Dial	1	1	1.2	1.2	1	1	1.2	1.2
	Total	18	18	1.2	21.6	11	11	1.2	13.2
Traffic	MVC - Prop. Dam. Non Reportable	1	1	3.4	3.4	0	0		0.0
	MVC - Prop. Dam. Reportable (MOTOR VEHICLE COLLISION)	2	2	3.4	6.8	1	1	3.4	3.4



Calls For Service (CFS) Billing Summary Report

St. Marys January - 2018

Billing Categories (Billing categories below do not match traditional crime groupings)		2018				2017			
		January	Year to Date	Time Standard	Year To Date Weighted Hours	January	Year to Date	Time Standard	Year To Date Weighted Hours
Traffic	MVC - Prop. Dam. Failed to Remain (MOTOR VEHICLE COLLISION)	0	0		0.0	1	1	3.4	3.4
	Total	3	3	3.4	10.2	2	2	3.4	6.8
Total		72	72		255.4	79	79		294.8

Note to Detachment Commanders:

- The content of each report is to be shared by the Detachment Commander only with the municipality for which it was generated. The municipality may treat this as a public document and distribute it as they wish.
- All data is sourced from the Niche RMS application. Included are 'reported' occurrences (actuals and unfounded occurrences) for 'billable' occurrences ONLY. Data is refreshed on a weekly basis.
- The Traffic category includes motor vehicle collision (MVC) occurrences entered into Niche (UCR code 8521). MVCs are NOT sourced from the eCRS application for this report.
- Only the primary violation is counted within an occurrence.
- Time standards displayed are for the 2017 billing period.

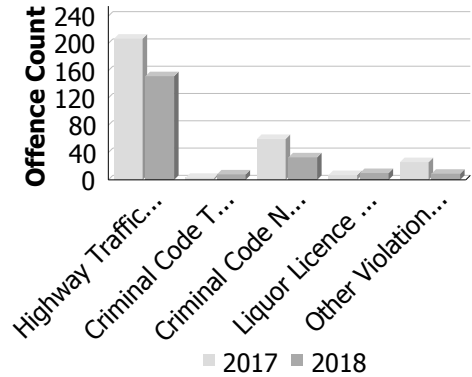
Note to Municipalities:

- Data contained within this report is dynamic in nature and numbers will change over time as the Ontario Provincial Police continues to investigate and solve crime.
- This report is NOT to be used for crime trend analysis as not all occurrences are included.
- Data groupings within this report do not match traditional crime groupings seen in other public reports such as the OPP Police Services Board reports or Statistics Canada reporting.

Police Services Board Report for St. Marys
Integrated Court Offence Network
January - 2018

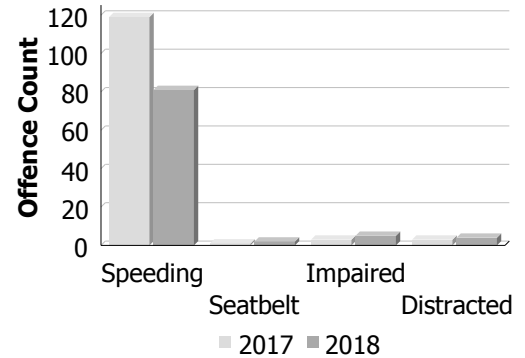
Criminal Code and Provincial Statute Charges Laid

Offence Count	January			Year to Date - January		
	2017	2018	% Change	2017	2018	% Change
Highway Traffic Act	207	152	-26.6%	207	152	-26.6%
Criminal Code Traffic	3	8	166.7%	3	8	166.7%
Criminal Code Non-Traffic	60	33	-45.0%	60	33	-45.0%
Liquor Licence Act	7	10	42.9%	7	10	42.9%
Other Violations	26	9	-65.4%	26	9	-65.4%
All Violations	303	212	-30.0%	303	212	-30.0%



Traffic Related Charges

Offence Count	January			Year to Date - January		
	2017	2018	% Change	2017	2018	% Change
Speeding	119	81	-31.9%	119	81	-31.9%
Seatbelt	1	2	100.0%	1	2	100.0%
Impaired	3	5	66.7%	3	5	66.7%
Distracted	3	4	33.3%	3	4	33.3%



Integrated Court Offence Network data is updated on a monthly basis: Data could be as much as a month and a half behind.

Data Utilized

- Ministry of Attorney General, Integrated Court Offence Network
- Integrated Court Offence Network Charge Business Intelligence Cube

Detachment: 6N - PERTH COUNTY

Location code(s): 6N00 - PERTH COUNTY

Data source date:
15-Feb-18 2:55:24 PM

Report Generated by:
McFalls, Shawn

Report Generated on:
20-Feb-18 8:44:25 AM
PP-CSC-Operational Planning-4300

FALSE ALARM REPORT
Town of St Marys
01 January - 31 January 2018

INCIDENT NUMBER	DATE	MUNICIPAL ADDRESS	COMMON NAME	CANCELLED PRIOR TO POLICE ARRIVAL	OTHER NOTES
DECEMBER					
LP18000802	01-Jan-18	136 Queen St E.,	BMO	Attended	FALSE
LP18002374	03-Jan-18	408 James St S.,	Public Works Dep	Cancelled	FALSE
LP18011137	13-Jan-18	338 Elizabeth St.,	DCVI	Cancelled	FALSE
LP18011195	13-Jan-18	338 Elizabeth St	DCVI	Cancelled	Malfunctioning sensor/FALSE
LP18011684	13-Jan-18	15 Church St. N.,	St Marys Public Library	Attended	FALSE
LP18015941	18-Jan-18	408 James St. S.,	Public Works Dep	Cancelled	Malfunctioned/FALSE
LP18023568	26-Jan-18	60 Robinson St.,	Residential	Cancelled	FALSE
LP18025064	28-Jan-18	33 Parkhaven Cr.,	Residential	Attended	FALSE
LP18026808	30-Jan-18	190 Queen St. E.,	Mac's Milk	Attended	Changing Batteries/FALSE

February 12, 2018

AMO Makes Submission on Policing - Bill 175, Safer Ontario Act

The Association of Municipalities of Ontario has made a written submission to the Standing Committee on Justice Policy concerning Bill 175, *Safer Ontario Act, 2017*. The full submission is available [here](#). AMO also supports the call of the Ontario Association of Police Service Boards (OAPSB) that Boards be assured access to professional advice when at the bargaining table negotiating collective agreements. AMO also supports the measures included in Schedules 2-4 which focus on oversight agencies and processes.

Ontarians pay the highest policing costs in the country. Democratically elected local officials must provide for the full range of municipal services that keep Ontarians safe and healthy. That includes, but is not limited to, the financial needs of police services across the province and the OPP's municipal mandate.

AMO encourages municipal governments to make written submissions to the Committee to reinforce the above themes and/or share other municipal concerns. A request to make an oral presentation is due February 16 by 10:00am; written submissions are due March 1 by 6:00pm. Hearing details are available [here](#). Areas of the bill of keen interest to municipal leaders include the following:

1. Mandating municipalities to develop Community Safety and Well-Being Plans (Part VIII, Section 187)

Proposed Municipal Changes:

1. Limit the scope of this mandate based on the size of a municipality or where an acute local public safety need exists.
2. Require participation of the Police Chief (or police service representatives).
3. Instead of legislation that punishes municipalities for non-compliance, encourage the development of such plans through outreach and financial support.

2. Civilianization (Use of Personnel, Part III, Section 13)

Proposed Municipal Changes:

1. Permit the civilianization of court security and prisoner transportation functions.
2. Permit the civilianization of all specific functions listed in the Bill to include corporate entities.
3. Permit the civilianization of minor property offences, directing traffic, and crime scene security.

3. Consolidation of OPP Police Service Boards and Role (Schedule 1, Part V)

Proposed Municipal Changes:

1. Provide assurance in law that all municipalities will be represented on OPP Boards.
2. Provide some greater assurance in law that powers of an OPP Board are as similar as possible to those of an own-force board.
3. The OPP Police Governance Advisory Council should establish a mechanism to receive and provide advice to the Minister of Community Safety and Correctional Services and the President of the Treasury Board with respect to the fiscal position of municipal governments to inform the government's bargaining position with the Ontario Provincial Police Association.

4. Police Service Boards (Part IV, own force)

Proposed Municipal Changes:

1. Either mandate diversity plans for both police service boards and police services or strike diversity plan requirement for boards.
2. Require in law that the provincial government expedite the appointment of its representatives to boards and in so doing, increase the diversity on a Police Service Board. This is consistent with the findings of shortcomings and delays noted by the Auditor General of Ontario's report on Public Appointments.
3. Diminish restrictions on former police officers servicing on a board to within one year of employment by a service.

5. Establishment of a Provincial Inspector General (Part VI)

Proposed Municipal Changes:

1. Supporting boards in fulfilling their function should be a mandate of this office.
2. The Inspector General should be an independent office of the Legislative Assembly.

6. Suspension without Pay (Part IX, Section 150)

Proposed Municipal Changes:

1. AMO support further amendments which ensure the ability of a Chief to maintain discipline within the police service.

7. Waterways Policing (Part III, Section 6)

Proposed Municipal Changes:

1. Provide greater legislative clarity to avoid overlap with waterways currently policed by the OPP.

AMO Contact: Matthew Wilson, Senior Policy Advisor, mwilson@amo.on.ca, 416-971-9856 ext. 323.

About the Block Parent® Program of Canada Inc.

For over 40 years, the Block Parent® Program has been helping to make our communities safer. Throughout Canada, the red and white Block Parent® sign is a symbol of a safe refuge where assistance is available. Police, government departments, educators, sponsors and volunteers support the Block Parent® goal of providing safer communities for children and other citizens.

Mission Statement

The mission of the Block Parent® Program is to provide immediate assistance through a safety network and offer supportive community education programs.

Mandate

The mandate of the Block Parent® Program is:

- to assure that there is a minimum of one Block Parent Window Sign in each community (Business or residential); and
- to provide a network of security screened, easily recognizable safe homes or businesses for members of the community, especially children, to turn to in times of distress; and/or
- to educate children about the Block Parent® Program, safety on the streets and within the home; and/or
- to develop promotions and materials to educate the community about the Block Parent® Program and personal safety; and/or
- to work together with the police, school boards and other community groups toward safer communities.

Who

The Block Parent® Program of Canada Inc. (BPPCI) is an affiliation of 12 registered Provincial and Territorial Block Parent® Programs, one from each Province and Territory. In turn, these committees have over 900 community members across Canada. Each committee operates the Block Parent® Program in accordance with the Bylaws and Policy of BPPCI.

What

BPPCI is a Canadian registered charity, Registration Number: 89264 4477 RR0001. It is the largest volunteer operated child safety and crime prevention program in Canada.

What are the goals of the Program?

Block Parent® volunteers are working together to:

- expand the network of Block Parents until there are several Block Parent® homes on every block in every community in Canada; and

- teach children and adults streetproofing tips. Education is the first step to safety!

History

The first Block Parent® Program began in London, Ontario in 1968. The Program rapidly expanded across Canada over the next five years. In 1983 a national committee was formed and the Block Parent® Program of Canada became incorporated in 1986.

BPPCI operates in Canada with an affiliate in Belgium. Our Program is recognized internationally as a quality child safety program. We have assisted foreign governments and police forces in establishing similar child safety programs overseas and continue to respond to all requests for information.

How the Block Parent® Program Works

Block Parents are responsible adults who care sufficiently about the well-being of children and others to volunteer their homes as a temporary refuge in an emergency. All Block Parents are screened by the police and are given instructions on the program by local volunteers.

The Block Parent® window sign is shown only when someone over the age of 18 is available to answer the door. If the sign is not displayed, this does not mean that no one is home, only that the Block Parent® is not available to offer immediate assistance.

In addition to the primary goal of making communities safer for children, the Block Parent® Program deters criminals and trouble makers. The network of Block Parent® homes is a visible reminder that citizens are watchful in their neighbourhood.

What does a Block Parent® do?

A Block Parent® may be called upon to offer their home as a place of safety when someone is in a dangerous or frightening situation such as:

- bullied
- lost, hurt or ill
- caught in severe weather
- frightened by a stranger

A Block Parent® assists persons in distress by telephoning the appropriate emergency service (police, fire, ambulance, etc.) when necessary.

What is not expected of a Block Parent® ?

Block Parent® volunteers are not expected to:

- provide food, drink, toilet facilities or transportation
- administer first aid
- leave their home to break up a fight

- open their door to anyone if they feel uneasy about the situation

FAQs

[Who can become a Block Parent®?](#)

Anyone over the age of 18 years who has successfully passed the screening process done by Police. Volunteers can be single, married, divorced and may work outside the home. They do not have to have children and seniors make great Block Parents.

[Is there much work involved?](#)

NO! It will not alter your life style or make demands on your time. When you are "available" (which means you are home and able to answer the door to someone requiring assistance), simply display the sign in a window visible from the street. If a child is bothered by a stranger or a bully, is sick, hurt or lost, he knows that when he sees the sign a "SAFE ADULT" is there to offer help.

[Is Block Parent® a glorified babysitting service?](#)

DEFINITELY NOT! Children are taught in school to respect the Block Parent® home and use it only for an emergency. Parents should insure their children are educated about the Program.

[Is there really a need for the Block Parent® Program?](#)

YES! Today's society is so mobile that children can no longer rely on their extended family. Most parents don't even know their neighbours well enough to trust them with their children. Block Parents are there to help should the need arise.

[How often are Block Parent® homes used?](#)

THIS VARIES - Some homes may never be used while others will be used several times. Each year, over 1000 Block Parents from coast to coast are called upon to help. Bullying appears to be the cause of the majority of incidents. Remember that the Block Parent® sign acts as a deterrent to most troublemakers; hence, the more signs on display, the safer your community is.

[Who can use Block Parent® homes?](#)

Anyone in distress, including children, teens, women and seniors.

[How can I help? I'm never home.](#)

There must be a few hours a week or month when you are home and could display a sign, especially during the evening hours or on weekends and holidays. Halloween is particularly important. This is the ideal volunteer position for a busy person like yourself. You can provide a valuable service to your community without having to make a special effort to do so. Simply put your sign in the window when you are available.

[Do we have to have children to be a Block Parent®?](#)

NO. Block Parent® needs as many volunteers as possible. Anyone over the age of 18 years who can pass the police screening process can become a Block Parent® and make a valuable contribution to the Program.

[Aren't there enough Block Parents on our block already?](#)

The Block Parent® Program always needs more volunteers so at least one sign can be visible at all times on each block. This requires a large number of approved volunteers because many volunteers find it difficult to display their signs more than a few hours a day or week. The more Block Parents your community has, the better it is protected.

[Do I have to let strangers into my home?](#)

NO - you do not have to let anyone into your home if you think it may threaten you or your family. Information can be exchanged through a locked door if necessary and the necessary telephone call made.

[When I take my sign down, doesn't that indicate that we are not at home?](#)

DEFINITELY NOT! A sign removed from view does not necessarily mean that no one is home. There should be many times when the volunteer is home, but does not want to be "on duty", so the sign is not on display. Police assure us that there are many easier ways for would-be criminals to determine whether or not a home is occupied. They would not rely on the Block Parent® sign as a reliable indication. If you are concerned about this, try using your sign only on certain days of the week and leave it down at all other times. Do not attempt to leave the sign up permanently because children are taught that when they see the sign, help is available.

[What is the legal status of a Block Parent®](#)

There is no legal status other than of a private citizen who has agreed to act as a sensible and responsible adult should a problem arise. All Block Parent® volunteers are covered by liability insurance.

This Agreement entered into on this ____ day of February, 2018.

Between:

The Corporation of the Town of St. Marys
(Hereinafter referred to as the "Town")

and

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

and

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

WHEREAS the Town is required to provide adequate and effective police services in accordance with its needs pursuant to section 4(1) of the *Police Services Act*, RSO 1990, c P.15 (the Act);

AND WHEREAS pursuant to section 5(1)(6) of the Act, a municipality may adopt a method of providing police services other than a method listed in section 5(1)(1)-(5), with the approval of the Ontario Civilian Police Commission;

AND WHEREAS the Ontario Civilian Police Commission approved the Town's proposal to provide police services by contracting with the City for the provision of police services to the Town, by an Order dated April 13, 2017 and signed by Associate Chair D. Stephen Jovanovic, attached hereto as Schedule A;

AND WHEREAS the Town intends to provide police services, in pursuance of its responsibilities under section 5 of the Act, by means of this Agreement;

AND WHEREAS the City has established a police force under section 5(1)(1) of the Act;

AND WHEREAS the City intends to provide police services in the Town of St. Marys, by means of this Agreement;

AND WHEREAS the Board is a police services board under section 27(1) of the Act;

AND WHEREAS the Board is responsible for the provision of adequate and effective police services in the City, in accordance with section 31(1) of the Act;

AND WHEREAS this Agreement reflects the intent of the parties to provide an adequate and effective level of police services to the Town as set out in O. Reg 3/99, "Adequacy and Effectiveness of Police Services", enacted under the Act;

NOW THEREFORE, in consideration of the promises and covenants herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

RECITALS

1. The parties warrant that the recitals to this agreement are true.

DEFINITIONS

2. In this Agreement:

“Act” means *Police Services Act*, R.S.O. 1990 c. P.15, as amended.

“Board” means the Stratford Police Services Board and any successors thereof.

“Chief” means the Chief of Police of the Stratford Police Service and includes an Acting Chief of Police.

“Cost Estimate” means;

a) for the year 2018 means the Cost Estimate attached hereto as Schedule E; and

b) for each subsequent year means the Cost Estimate delivered by the City to the Town pursuant to section 14 herein.

“Town” means the Corporation of the Town of St. Marys.

“City” means the Corporation of the City of Stratford.

“Town Council” means the Council of the Corporation of the Town of St. Marys.

“Committee” means the Community Policing Advisory Committee established by the Town to advise the City and the Stratford Police Service on the objectives and priorities for police services in the Town of St. Marys.

“Contracted Services” means the police services provided by the City and the Board to the Town pursuant to this Agreement.

“Subsequent Year” means any calendar year after 2018 in which this Agreement remains in effect.

CONTRACTED SERVICES

3.
 - (a) The City shall provide adequate and effective police services in accordance with the needs of the Town and in compliance with the terms and conditions of this Agreement.

- (b) The police services to be provided under subsection (a) are set out more particularly in Schedule B to this Agreement, "Description of Contracted Services".
4. The City shall undertake and be responsible for ensuring that the police services provided pursuant to this Agreement comply with all applicable laws, by-laws, regulations, policies and policing standards, including but not limited to those set by the Act, O. Reg 3/99, "Adequacy and Effectiveness of Police Services".
 5. The City shall enforce the by-laws of the Town set out in Schedule "B".
 6. If, as a result of a change to any law, by-law, regulation or provincial policy, the services set out in Schedule B no longer meet the standards for adequate and effective police services, then the City shall provide any and all additional equipment, personnel, and resources required to provide adequate and effective police services to the Town and the Town shall be responsible for the additional costs of any such equipment, personnel and resources in accordance with this Agreement.
 7. The Town shall provide the City with sufficient office space, equipment and facilities to run a police detachment, as set out in Schedule "C", "Description of Town Facilities".

AREA SERVICED

8. The Contracted Services shall be provided to the area within the geographic boundaries of the Town as set out in the Boundary Schedule attached as Schedule "D" to this Agreement.

PAYMENT TO THE CITY

9. The Town shall pay the City to provide police services to the Town.
10. The Town shall pay the City a fixed amount for the following costs in accordance with the Cost Estimate. For greater certainty, there shall be no reconciliation or other adjustment to the fixed amount of the costs set out in this paragraph:
 - (a) Personnel Costs – the fixed amount set out in the Cost Estimate and referred to as Part Time Salaries and Wages, Part Time Benefits and Payable EAP for the cost of wages, benefits and allowances for the part-time police officers required to provide the Contracted Services;
 - (b) Support Costs – the fixed amount set out in the Cost Estimate and referred to as Support Costs for supervisory and support personnel, including staff sergeants, sergeants, communicators and recording clerks; and
 - (c) Operating Costs – the fixed amount set out in the Cost Estimate and referred to as Operating Costs for all operating costs not covered above, including administrative support, investigative support, Emergency Response Unit, canine, community services, training, criminal investigations, street crime unit, special victims unit, prisoner meals, police vehicle leases, police vehicle maintenance, general supplies and equipment, Bell Private I.P. Radio, and legal services.

11. The Town shall pay the City a reconcilable amount for the following costs in accordance with the Cost Estimate:

- (a) Personnel Costs – The reconcilable amount set out in the Cost Estimate and referred to as F.T. Salaries and Wages and F.T. Benefits for the cost of wages, benefits and allowances for the full time police required to provide the Contracted Services;
- (b) Capital Costs – the actual cost to the City or any equipment or upgrades required to provide the Contracted Services, or the Town's share of the actual cost if the capital cost is shared; and
- (c) Special Services Costs – the actual cost to the City of any service required to provide the Contracted Services which the Stratford Police Service is unable to provide internally, or the Town's share of the actual cost if the special service is shared.

FINANCIAL ADMINISTRATION AND COST RECONCILIATION

12. For every year in which this Agreement is in effect, the City shall provide the Town with a detailed Cost Estimate showing the projected cost of providing the Contracted Services for that year.

13. The Cost Estimate for 2018 is attached hereto as Schedule "E" to this Agreement.

14. For every Subsequent Year, the City shall provide the Cost Estimate to the Town not later than November 1 of the preceding year. The Cost Estimate for a Subsequent Year shall be in the same form as Schedule E, and shall include the following:

- (a) Personnel Costs – the total Personnel Costs for the Subsequent Year, together with a detailed breakdown thereof; Support Costs – the total Support Costs for the Subsequent Year, together with a detailed breakdown thereof;
- (b) Estimated Capital Costs – the total estimated Capital Costs for the Subsequent Year, together with a detailed breakdown thereof;
- (c) Estimated Special Services Costs – the total estimated Special Service Costs for the Subsequent Year, together with a detailed breakdown thereof;
- (d) The Total Estimated Reconcilable Cost, which shall be the total of the Estimated Full-Time Personnel Costs, , Estimated Capital Costs and Estimated Special Services Costs;
- (e) Operating Costs & Support Costs – the total Operating Costs and Support Costs for the Subsequent Year, together with a detailed breakdown thereof;
- (f) Total Estimated Annual Cost, which shall be the total of the Total Estimated Reconcilable Cost and the Operating and Support Costs; and,

(g) Monthly cost, which shall be the Total Estimated Annual Cost divided by twelve.

The Cost Estimate shall include, where applicable, a concise explanation of any projected cost increases compared to the previous year.

Within sixty (60) days of receiving the Cost Estimate, the Town shall either provide the City with written confirmation that the Cost Estimate is accepted, or shall initiate the Dispute Resolution process set out below. If the Town does not respond to the Cost Estimate within sixty (60) days of receiving it, then it shall be deemed to have accepted the Cost Estimate.

The Town shall pay the Monthly Cost to the City monthly, on the fifteenth (15th) of the month, for every month in which this Agreement is in effect.

In the event that the Town disputes the Cost Estimate, the Town shall nevertheless pay the Monthly Cost to the City and the payments made under the disputed Cost Estimate may be retroactively adjusted as a result of the dispute resolution.

15. Once every five years during which this Agreement is in effect, the City shall provide the Town with a detailed projection of the Capital Costs the Town under this Agreement for the following five years, broken down by year, to assist the Town in budgeting appropriately. The five-year cost projection shall be updated as often as required to remain accurate, and in any event not less than once per year. The City shall use best efforts to ensure the five-year cost projection remains up to date.

Cost Reconciliation of Full Time Personnel Costs

16. After every year for which this Agreement is in effect, the City shall provide the Town with a Reconciliation Statement showing the actual amount incurred by the City for the full time salaries, wages and benefits for the entire Stratford Police Service. The Town agrees that it will be responsible for 8.7% of the actual amount incurred for full time salaries, wages and benefits for the entire Stratford Police Service. If 8.7% of the actual amount incurred is greater than the amount set out in the Cost Estimate, the Town shall make a payment to the City in the amount of such difference. If 8.7% of the actual amount incurred is less than the amount set out in the Cost Estimate, the City shall make a payment to the Town in the amount of such difference.

Cost Reconciliation of Capital Costs and Special Service Costs

17. After every year for which this Agreement is in effect, the City shall provide the Town with a Reconciliation Statement showing the actual cost incurred by the City for the Capital Costs and Special Service Costs listed in the Cost Estimate for that year, as well as the total thereof (the Total Actual Reconcilable Cost), and the difference between the two, if any.

18. In the event that the Total Actual Reconcilable Cost is greater than the Total Estimated Reconcilable Cost, the Reconciliation Statement shall include a concise explanation of the discrepancy.
19. The City shall provide the Reconciliation Statement not later than March 1 of each year.
20. Within sixty (60) days of receiving the Reconciliation Statement, the Town shall either provide the City with written confirmation that the Reconciliation Statement is accepted, or shall initiate the Dispute Resolution process set out below. If the Town does neither within sixty (60) days, then it shall be deemed to have accepted the Reconciliation Statement.
21. The difference between the Total Estimated Reconcilable Cost and the total shown in the Total Actual Reconcilable Cost shall be known as the Reconciliation Payment.
22. If the Total Actual Reconcilable Cost is greater than the Total Estimated Reconcilable Cost, then the Town shall pay the Reconciliation Payment to the City.
23. If the Total Actual Reconcilable Cost is less than the Total Estimated Reconcilable Cost, then the City shall pay the Reconciliation Payment to the Town.
24. The Reconciliation Payment shall be made by the party responsible for paying it not more than thirty (30) days after the Reconciliation Statement is accepted or deemed accepted.
25. No interest shall be payable on the Reconciliation Payment.

Record-Keeping

26. The City and the Board shall keep all records, statements of account, invoices and any other such financial and accounting documents related to the Contracted Services, for a period of seven years.
27. The City and the Board shall permit the Town, upon reasonable notice to the City and the Board, to examine all such records and books of account related to the Cost Estimate, the Reconciliation Statement, or both.
28. The City and the Board shall, if requested by the Town and at the Town's sole expense, provide the Town with audited financial statements in relation to the Contracted Services.

PROPERTY ACQUIRED PURSUANT TO THIS AGREEMENT

29. Any property, asset or equipment listed in the Cost Estimate (hereinafter called a "Town Asset") shall, once purchased, be owned and insured by the City and used to benefit the Town unless otherwise agreed to in writing by the parties.
30. The City shall not sell, transfer or dispose of any Town Asset unless it has first provided the Town with the option of purchasing the Town Asset for a sale price of one dollar (\$1.00), and the Town has declined the option in writing. If the Town declines the option

in writing, then the City may sell, transfer or dispose of the Town Asset as it sees fit and the Town shall not be entitled to any revenue from such a sale.

31. If, upon the termination of this Agreement, the City wishes to retain any Town Asset for use by the City or the Board, then the City may deliver a written request to the Town to retain the Town Asset. If the Town approves the request, then the City shall pay the Town the depreciated fair market value of the Town Asset, as agreed to by the treasurers of the City and the Town, both acting reasonably, in consideration of the continued ownership of the Town Asset. If the Town rejects the request, then the City shall sell the Town Asset to the Town for a sale price of one dollar (\$1.00).

COMMUNICATION

32. The Town shall establish and appoint members to a Community Policing Advisory Committee ("Committee") to advise the Chief of the overall objectives and priorities for police services in the Town. The role and responsibilities of the Committee shall be analogous to those described in Section 10 (9)(b), (c) and (e) and (f) of the Act. The Committee's role shall be advisory and the Committee shall not give orders or directions to the Chief or any member of the police force.
33. A representative of the Committee shall be permitted to attend meetings of the Board to advise the Board with respect to objectives and priorities for the police services in the Town. The representative of the Committee shall be a non-voting attendee.
34. Not less than once per month, the Chief shall submit to the Committee a written report summarizing the policing activities in the Town, the form of which report shall be agreed to by the Chief and the Committee. The monthly report shall include the following:
- (a) a summary of the status of any active complaints under Part V of the Act which relate to the Contracted Services;
 - (b) a summary of the status of any active Special Investigations Unit investigations which relate to the Contracted Services;
 - (c) the total number of calls for service and total number of tickets issued in relation to the Contracted Services;
 - (d) a summary of the number and type of reported motor vehicle collisions occurring in the Town of St. Marys;
 - (e) a summary of the number and type of criminal charges laid in relation to the Contracted Services;
 - (f) a summary of the number and type of incidents related to the Contracted Services involving young offenders;

- (g) a summary of the community involvement activities and functions of the Stratford Police Services in the Town of St. Marys;
 - (h) a detailed monthly statement of operations showing the actual expenditures made by the Stratford Police Services Board in providing the Contracted Services in that month; and,
 - (i) any other information the Committee requests be included in the report, provided that disclosing such information does not violate any applicable law or policy of the Stratford Police Service.
35. Not less than once per month, or more frequently if requested by the Committee, the Chief shall meet with the Committee or its representative to discuss the policing activities in and needs of the Town and any required or recommended changes to the Contracted Services.
36. The Town may by By-law delegate any of its rights and responsibilities pursuant to this Agreement to the Committee, and if it does so, the City and the Board shall work cooperatively with the Committee to give effect to the terms of this Agreement.

PERIODIC REVIEW

37. The Committee shall conduct a review of the state of the Town's police service, on such terms of reference as the Committee may adopt, after this Agreement has been in effect for one (1) year, and periodically thereafter, and shall report its findings to Council.
38. The Chief, the City and the Board shall participate in and cooperate with the Committee in completing the review, including providing such information as may be reasonably requested by the Committee.
39. The purposes of the Review shall be:
- (a) To evaluate the success of this Agreement in providing adequate and effective police services to the Town;
 - (b) To assess the cost impacts of this Agreement on the City, the Town and the Board; and,
 - (c) To make any recommendations to the City, the Town and the Board as may be appropriate in light of the findings.
40. Any recommendations resulting from the Review shall be non-binding and shall not affect the rights and obligations of any party under this Agreement unless mutually agreed to in writing.

TERM AND TERMINATION

41. This Agreement shall come into force and take effect at 12:01 a.m. on the September 4, 2018 and continue until 12:00 midnight on the 31st day of December, 2022, unless terminated earlier as provided for under section 42.
42. This Agreement may be terminated by either the Town or the City upon the provision of twenty-four (24) months' notice in writing.
43. This Agreement shall automatically be extended for additional terms of five (5) years each, unless either party provides written notice of termination to the other party at least twenty-four (24) months prior to the termination of the then current term.

COST RECONCILIATION UPON TERMINATION

44. If the Town terminates this Agreement under subsection 42, above, then the City and the Board shall use best efforts to avoid the termination of police officers assigned to the Town, including but not limited to re-assigning any officers who had been assigned to the Town within the Stratford Police Service.
45. If, despite the best efforts of the City and the Board, the Board terminates the employment of any of the police officers assigned to the Town as a result of the Town's termination of this Agreement under subsection 42, above, then the Town shall be responsible to pay the reasonable costs of termination, including, but not limited to, severance pay, accrued vacation, sick pay and pension adjustment.
46. The Town's liability under section 45 of this Agreement shall be limited to an amount of \$60,000 per employee terminated, and the Town shall have no liability to pay any other costs or damages associated with the termination of this Agreement above that amount.
47. The Town's liability under section 45 of this Agreement shall be limited to reimbursement for costs actually paid by the City or the Board pursuant to an agreement or arbitration award under Section 40 of the Act.

DISPUTE RESOLUTION

48. The provisions of this section apply in the event of a dispute between the Town, the City and the Board concerning financial and related issues arising out of the interpretation, application, administration or alleged violation of this Agreement ("Financial Disputes"), or between the Town, the City and the Board concerning policing issues arising out of the interpretation, application, administration or alleged violation of this Agreement ("Policing Disputes").
49. In the event that a dispute arises, the Town or its representative shall meet with the City or its representative and/or the Board and its representative within thirty (30) days of such dispute arising and all shall use all best good faith efforts to resolve the dispute.

50. If a Financial Dispute remains unresolved after such a meeting, the issue may be referred to mediation by any party and each party shall use all best good faith efforts to resolve the dispute.
51. If a Financial Dispute cannot be resolved through any of the methods described above, then the matter may be referred to and settled by binding arbitration. The provisions of the *Arbitration Act, 1991*, SO 1991 c 17 shall apply to any such arbitration, unless otherwise indicated below:
- (a) The language of the arbitration shall be English;
 - (b) The place of the arbitration shall be mutually agreed to by the parties and failing agreement in the location where the arbitrator determines;
 - (c) 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;
 - (d) Each party shall make prompt full disclosure to the other;
 - (e) Subject to the availability of an arbitrator, the arbitration shall be commenced within 30 days of the conclusion of the meeting referred to in section 49, or the mediation, if applicable.
 - (f) 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 arbitration shall have no right to make an award relating to costs.
 - (g) The parties shall have no right to appeal from a decision of an arbitrator.
52. A Financial Dispute shall be resolved in accordance with the following principles:
- (a) The Town should fully reimburse the City for the cost of providing the Town with police services to the level required by the Act;
 - (b) The Town should not subsidize police services to the City or pay more for any specific item than Stratford pays for same proportion of use of that item; and,
 - (c) The City and the Town should each pay their own proportionate share of shared costs and cost increases from changes to service level mandated by the Act.
53. If a Policing Dispute remains unresolved after a meeting referred to in section 49, it may be dealt with in accordance with the Act. Policing Disputes shall not be subject to mediation or arbitration.
54. No party shall be entitled to proceed to mediation or arbitration until it has exerted all best good faith efforts to resolve the dispute.

55. Mediations or arbitrations conducted under this Agreement shall be closed to the public. The parties shall keep all details, admissions and communications made in the course of the dispute resolution process strictly confidential and no such information shall be admissible in any other legal proceeding except as follows:

- (a) On consent of the parties; or,
- (b) As may be ordered by a court of competent jurisdiction.

56. Notwithstanding section 55, the final decision of the arbitrator may be released to the public.

INSURANCE

57.

- (a) The City shall provide and keep in force throughout this Agreement, municipal, general liability insurance against claims for personal injury, death or property damage or loss arising out of the performance of this Agreement in the amount of not less than Twenty Five Million (\$25,000,000.00) Dollars naming the Town as an additional insured, as evidenced by a certificate of insurance. Such insurance policy shall include collision and comprehensive coverage, personal injury, contractual liability, non-owned automobile liability and a cross liability clause, insuring the operations of the Stratford Police Services; and
- (b) The City will be liable for any deductibles and uninsured claims arising from the performance of the Contracted Services and therefore the Town agrees to pay to the City in each year that this Agreement is in effect, a fixed amount equal to three (3%) percent of the Total Estimated Annual Cost of providing the Contracted Services as set out in the Cost Estimate.

58. All parties agree to promptly notify the others of any occurrence, incident or event which may reasonably be expected to expose any party to liability of any kind in relation to the Contracted Services.

GENERAL

59. This Agreement shall be governed by and construed and interpreted in accordance with the Laws of the Province of Ontario and the Laws of Canada. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement.

60. This Agreement shall be read with such changes of gender and number as the context requires and all shall be construed to be several as well as joint.

61. Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

62. Schedules A, B, C, D, and E, attached hereto, are hereby incorporated into and form part of this Agreement.
63. This Agreement, including the Schedules hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, expressed or implied, collateral, statutory or otherwise, relating to the Contracted Services except as provided in this Agreement.
64. No amendment or waiver of this Agreement shall be binding unless executed in writing by the party to be bound. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, even if similar in nature, unless otherwise expressly provided.
65. This Agreement is not transferable or assignable by any party to any third party without the prior written consent of the other party, which consent may be unreasonably withheld.
66. Any notice required to be given to the Town, the City or the Board under this Agreement shall be sufficiently given if delivered or mailed postage prepaid to the addresses below. Such notice shall be deemed to have been received on the date of its delivery or in the case of mailing, three (3) business days after it was delivered to the post office.

<u>Town's Address</u>	<u>City's Address</u>	<u>Board's Address</u>
Town of St. Marys 175 Queen Street East PO Box 998 St. Marys, ON N4X 1B6 Attention: Clerk	City of Stratford PO Box 818 Stratford, ON N5A 6W1 Attention: Clerk	City of Stratford PO Box 818 Stratford, ON N5A 6W1 Attention: Police Services Board Secretary

67. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

In witness whereof the Town, the City and the Board have affixed their corporate seals attested by the signatures of their duly authorized signing officers.

The Corporation of the Town of St. Marys

Al Strathdee, Mayor

Brent Kittmer, CAO/Clerk

The Corporation of the City of Stratford

Dan Mathieson, Mayor

Joan Thompson, Clerk

Stratford Police Services Board

Dan Mathieson, Chair

Patricia Shantz, Secretary/Executive Assistant

SCHEDULE A

ONTARIO CIVILIAN POLICE COMMISSION ORDER 2017-ADJ-006 (APRIL 12, 2017)



ONTARIO CIVILIAN POLICE COMMISSION

DATE: 13 April 2017

CASE NAME: St. Marys' Request for Approval under s. 5(1)(6) of the *Police Services Act* to Contract with the City of Stratford/Stratford Police Service

FILE: 2017-ADJ-006

In the Matter of the City of St. Marys' Request for Approval under s. 5(1)(6) of the Police Services Act, R.S.O. 1990, c. P.15 to Contract with the City of Stratford/Stratford Police Service

ORDER

1. The Town of St. Marys is currently policed by the Ontario Provincial Police, but is seeking to contract for services with the City of Stratford. If St. Marys was geographically contiguous to Stratford or with an area policed by the Stratford Police Service, the Town could simply contract with Stratford for policing services pursuant to s. 5(1)(4) of the *Police Services Act* (the "PSA"). Because there is no contiguity, St. Marys seeks the approval of the OCPC,

pursuant to s. 5(1)(6) of the PSA to "...adopt a different method of providing police services".

2. For the reasons set out below, the OCPC approves St. Marys' proposal to provide police services by contracting with the City of Stratford for policing services to be provided by the Stratford Police Service, subject to receipt by the OCPC of the final agreement between St. Marys and the City of Stratford/Stratford Police Service.

Background: Municipal Responsibilities in Relation to Providing "Adequate and Effective Policing"

3. S.4(1) of the PSA provides: "Every municipality to which this subsection applies shall provide adequate and effective police services in accordance with its needs." Generally, the subsection applies to both upper- and lower-tier municipalities throughout Ontario.
4. Pursuant to S.5(1) a municipality must provide policing services through one of the following six methods:
 - i. The council may establish a police force, the members of which shall be appointed by its police services board under clause 31 (1) (a).
 - ii. 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).

- iii. The council may enter into an agreement under section 6 with one or more other councils to amalgamate their police forces.
 - iv. 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.
 - v. 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.
 - vi. With the Commission's approval, the council may adopt a different method of providing police services.
5. S. 27 further requires every municipality that maintains its own police service to establish a police services board. Pursuant to s. 31, police services boards (PSBs) are further vested with responsibilities for the provision of "adequate and effective police services in the municipality".

Request from St. Marys, Ontario

6. Currently, the Town of St. Marys discharges its responsibility for providing police services pursuant to s. 5(1)(5): It is party to a contract with the Ontario Provincial Police (OPP). St. Marys has a PSB, with duties largely as set out in s. 10(9) of the PSA.
7. St. Marys is seeking to terminate its contract with the OPP and enter into a new contractual arrangement with the City of Stratford. Under the proposed new arrangement, the Stratford Police Service (SPS) would provide policing for St. Marys.
8. As noted, municipalities are responsible for providing adequate and effective police services pursuant to s. 4.1 of the PSA and they may decide which method of discharging this responsibility is appropriate, whether it be maintenance of a police service, contracting with the OPP, contracting with another contiguous municipality or another method.
9. Under s. 5(1) of the PSA, municipalities generally do not require approval from the OCPC in relation to their policing arrangements. In the current situation, for example, St. Marys would be able to enter a contractual arrangement with Stratford without any OCPC approval, but for the fact that they are not geographically contiguous municipalities. Under s. 5(1)(4) and s. 6.1, contiguity is a prerequisite for contractual agreements between municipalities.

10. However, s. 5(1)(6) allows municipalities to seek OCPC approval for alternative methods of providing police services: The council "...may adopt a different method of policing with the approval of the Ontario Civilian Police Commission."

OCPC Process in Relation to s. 5(1)(6) Approval

11. While s. 5(1)(6) requires OCPC approval where a municipality seeks to provide police services in an alternative way, the subsection sets out no procedural or process requirements for the OCPC to follow in considering a request. The provision does not require a hearing or a public meeting.
12. In the present case, the OCPC asked the City of St. Marys to provide a written submission setting out the proposed policing arrangement.
13. For reasons set out below, the OCPC grants approval to the City of St. Marys to enter into the proposed arrangement with Stratford. For the purpose of transparency, the OCPC has issued a public decision in relation to the approval.
14. S. 5(1)(6) does not set out any specific test for the OCPC to apply in determining whether or not to grant an approval under s. 5(1)(6). Decisions relating to provision of policing services in Ontario must be made with reference to the "adequacy and effectiveness" standard set out in the PSA.
15. However, a plain reading of the PSA places primary responsibility for providing adequate and effective police services on municipalities. As previously noted, s. 4 of the

PSA provides: "Every municipality to which this subsection applies shall provide adequate and effective police services in accordance with its needs." S. 4(2) goes on to describe minimum standards for adequate and effective policing as including: "...1. Crime prevention. 2. Law enforcement. 3. Assistance to victims of crime. 4. Public order maintenance. 5. Emergency response."

16. In addition to the broad roles of municipalities and PSBs, the "Adequacy and Effectiveness of Police Services" Regulation—O. Reg. 3/99—made under the PSA places many highly-specific responsibilities on chiefs of police in relation to the actual provision of policing in any given municipality. Further, the Minister of Community Safety and Correctional Services has a regulatory role as described in s. 3(2) of the PSA to "... (a) monitor police forces to ensure that adequate and effective police services are provided at the municipal and provincial levels".

17. Although the OCPC has a role in relation to "adequacy and effectiveness" of police services, the OCPC must be respectful of the statutory roles of municipalities, PSBs, police services themselves, and MCSCS in this same regard. The only explicit role enumerated for the OCPC in relation to "adequate and effective" is set out in s. 9(2) of the PSA. That subsection provides that if the Commission finds that a municipal police force is not providing adequate and effective police services or is not complying with the PSA or regulations, it may communicate that finding to the board of a municipality and direct the board to take the measures that the Commission considers necessary. As with s. 5(1)(6), the provision sets out no specific process that the OCPC must

follow to make a determination and provides no other guidance. In a related vein, s. 23 and s. 24 of the PSA allow the OCPC to take certain measures where a PSB or municipal police force "...has flagrantly or repeatedly failed to comply with prescribed standards of police services".

Decision in Relation to the Request for St. Marys

18. After careful review of the proposal from St. Marys, the OCPC grants its consent pursuant to s. 5(1)(6) of the PSA for the Town of St. Marys to contract with the SPS for policing services. The Town of St. Marys has provided a highly-detailed proposal in support of its request for approval.
19. At the outset, it should be made clear that the OCPC has no statutory role to play in relation to St. Marys' decision to cease contracting with the OPP. Municipalities do not have to seek approval from the OCPC to contract with the OPP or terminate a contract. In any case, St. Marys indicates that it has given notice to the OPP that it is undertaking a review of alternate policing options and may not be renewing its current contract which is set to expire on December 31, 2017.
20. The St. Marys' proposal sets out a detailed explanation of why it reviewed its existing policing model. The explanation provided significant background information for the OCPC on how St. Marys came to its decision and discussed its concerns about local service levels and needs. The proposal also sets out the various options considered in relation to provision of police services. For example, St. Marys has considered establishing its own police service. This said, decisions about

how to provide policing services in local communities are primarily decisions to be made by municipalities themselves and/or their respective PSBs. Except in extraordinary situations where the OCPC's intervention is necessary pursuant to s. 9 or s. 23 or 24 of the PSA, it is generally not appropriate or necessary for the OCPC to second-guess policy and fiscal choices made by municipalities and/or PSBs in accordance with their statutory roles under the PSA.

21. In the present case, the first issue to be considered is whether or not the OCPC has the authority to approve the St. Marys proposal. The language of s. 5(1) is clear in this regard. S. 5(1)(1)-(5) set out a number of options for police services that municipalities may choose on their own without OCPC approval. S. 5(1)(6) allows municipalities to go with a different method of providing police services, provided the OCPC approves. Neither s. 5(1)(6) itself nor any other provision of the PSA or the regulations set out any restrictions or limits, whatsoever, on the "different methods" that may be approved pursuant to the subsection.

22. In the absence of any statutory or regulatory guidance for the OCPC in making a decision under s. 5(1)(6), the OCPC has considered whether or not, on its face, the St. Marys/Stratford proposal would violate the PSA or fail to constitute "adequate and effective" policing. The most important feature considered in this regard is the confirmation by St. Marys and the proposed contract police service, the SPS, that delivery of police services in St. Marys will be fully compliant with O. Reg. 3/99, Adequacy and Effectiveness of Police Services. Following the takeover of policing by the SPS, the SPS will obviously remain bound by all provisions of the

PSA and its regulations in relation to all of its activities, in both Stratford and St. Marys. This means that the SPS will continue to be subject to oversight by MCSCS and will have to maintain compliance at all times with O. Reg. 3/99 and all other applicable standards. The OCPC's approval of the St. Marys proposal is contingent on this commitment to ongoing compliance with O. Reg. 3/99 by the SPS.

23. Given the lack of contiguity between St. Marys and Stratford, the proposal notes that "...there is a natural concern that responses to calls for service will be delayed". The proposal goes on to indicate that St. Marys is currently served by an OPP detachment located 20.1 KM away from St. Marys, while the Stratford police headquarters is 20.3 KM away. The proposal further indicates that the SPS would have an officer stationed in St. Marys at all times, while the OPP does not necessarily have an officer in town at all times. St. Marys has clearly turned its mind to the issue of response time and considers policing by the SPS to provide for response times which are adequate.

24. The proposal makes note of public support for the initiative to contract with the SPS. The proposal indicates that a public meeting was held in January 2017 to discuss the contracting proposal. The proposal also indicates that councillors believe the change to be well-supported. The central point, from the perspective of the OCPC however, is that the decision on contracting with SPS is made by the St. Marys Town Council, the duly-elected representatives of the people of the Town. As noted previously, s. 4 of the PSA provides: "Every municipality to which this subsection applies shall provide adequate and effective police services in

accordance with its needs.” Broad decisions about how to provide policing services are clearly those of municipalities.

25. Finally, St. Marys’ proposal notes the financial risk of a significant policing event, such that St. Marys would be required to pay additional fees to the SPS. The decision that the financial risk is manageable is a decision that is solely and squarely within the ambit of the municipal government. The OCPC has no role to play in this regard and takes no position on the issue.

26. The OCPC notes that under the St. Marys proposal, a Community Policing Advisory Committee (CPAC) would be established. The CPAC would be established and appointed by St. Marys. The CPAC would meet monthly with the Chief of the SPS and would have a role akin to that of the current St. Marys’ Board under s. 10(9) of the PSA. Establishment of a CPAC would also be analogous to the appointment of an advisor under s. 6.1(2) of the PSA.

Under s. 6.1(2) of the PSA, a contiguous municipality contracting with a neighbouring police service would be entitled to appoint a person to advise the neighbouring board about objectives and priorities. The OCPC does not object to the proposal to create a CPAC, with the proviso that the principles in s. 6.1(3) and (4) should be applied when creating the CPAC, e.g., the term of office for members of the CPAC should not exceed the term of office of the council appointing the members.

Of greater significance, the document establishing terms of reference for the CPAC should be consistent with the PSA in

relation to restrictions on interference with day-to-day operations. For example, similar to s. 31(4) of the PSA, it should be made clear that the role of the CPAC is not to direct, or purport to direct, the chief of police with respect to specific operational decisions or day-to-day operations. Similar to s. 31(3), it should be made clear that the CPAC and individual members of the CPAC may not give orders or directions to other members of the SPS.

27. The OCPC therefore approves the proposal put forth by St. Marys to adopt a different method of policing pursuant to s. 5(1)(6) of the PSA subject to the receipt by the OCPC of the final agreement between St. Marys and the City of Stratford/Stratford Police Service.

DATED at Toronto, this 13th day of April 2017.

A handwritten signature in dark ink, reading "D. S. Jovanovic". The signature is written in a cursive, flowing style. The "D" and "S" are large and prominent, followed by a period and the last name "Jovanovic".

D. Stephen Jovanovic
Associate Chair

SCHEDULE B

DESCRIPTION OF CONTRACTED SERVICES

SCHEDULE B – Description of Contracted Services

Adequate and Effective Police Services

1. The Contracted Services shall meet all applicable standards for police services established by law, regulation, and/or policy, including but not limited to O. Reg. 3/99, “Adequacy and Effectiveness of Police Services”, under the *Police Services Act*, RSO 1990 c P.15.
2. The following police services shall be provided:
 - (a) Crime prevention – the Stratford Police Service shall maintain an ongoing program of relevant initiatives shall be maintained and sufficient resources shall be applied to crime prevention within the Town of St. Marys, including:
 - i. Crime Prevention Initiatives – the Stratford Police Service shall participate in a comprehensive range of crime prevention initiatives appropriate to the needs of the community;
 - ii. Community Safety Partnerships – the Stratford Police Service shall actively engage with community partners and provide leadership and education to achieve continuous improvement in public safety;
 - iii. Problem-Oriented Policing -- the Stratford Police Service shall identify, analyze, and help to resolve community safety problems;
 - iv. Crime and Call Analysis – the Stratford Police Service shall identify crime and calls-for-service trends for the establishment of objectives and priorities, strategic deployment of prevention, problem solving, and enforcement initiatives; and,
 - v. The Stratford Police Service shall provide specific crime prevention programs and initiatives in the Town of St. Marys, where appropriate, including:
 1. KIDS (Knowledge, Issues, Decisions and Supports),
 2. Internet Safety for grades 4 to 8,
 3. Bike Safety for grade 4,
 4. S.M.A.R.T. Social Media Awareness and Responsibility Training-engaging youth in high schools and the aging population,
 5. Patch for Patch program-reduce fentanyl trafficking,
 6. Mental Health Protocol,
 7. Huron Perth Situation Table,
 8. Project Lifesaver,
 9. Vulnerable Sector Registry,
 10. Festive / year round R.I.D.E.,
 11. 4 counties traffic co-operative, and,
 12. Commercial Vehicle Safety Enforcement.

- (b) Law enforcement – the Stratford Police Service shall conduct and provide for all aspects of law enforcement and criminal investigations in the Town of St. Marys, in compliance with existing regulations and directives and in the continuous identification, development and application of best practices in policing. Law enforcement services shall include:
- i. Criminal Investigation -- the Stratford Police Service shall deliver effective criminal investigative services;
 - ii. Major Case Management Systems – the Stratford Police Service shall apply case management systems and methods approved by the Ministry of Community Safety and Correctional Services;
 - iii. Multi-Jurisdictional Major Crime Case Management -- the Stratford Police Service shall effectively participate in the investigation of multi-jurisdictional crimes and occurrences.
 - iv. Joint Forces Operations – the Stratford Police Service shall develop and implement effective joint forces operations when required.
 - v. Criminal Intelligence -- the Stratford Police Service shall develop and apply timely strategic and tactical criminal intelligence services.
 - vi. Informants and Agents – the Stratford Police Service shall effectively develop and manage a bank of informants and agents.
 - vii. Witness Protection -- the Stratford Police Service shall safely and effectively manage the safety and security of subjects in the Witness Protection Program.
 - viii. Investigative Supports-- the Stratford Police Service shall ensure the availability and application of a comprehensive range of specialized tools, methods and resources to support the quality of the investigative service.
 - ix. Traffic Management and Enforcement – the Stratford Police Service shall have an effective strategy for education, enforcement and engineering that ensures the safe movement of traffic.
 - x. Police Pursuits – the Stratford Police Service shall conduct pursuits in accordance with government guidelines and with a focus on community and officer safety.
 - xi. Arrest -- the Stratford Police Service shall ensure the proper application of the law in arrest, detention and release of charged persons.
 - xii. Bail and Violent Crime – the Stratford Police Service shall proceed lawfully and with due regard to public safety in the detention of violent offenders, and shall ensure the appropriate notifications are given and conditions are required upon their release.

- xiii. Searches of Premises – the Stratford Police Service shall ensure the safe and effective execution of searches of premises.
 - xiv. Searches of the Person – the Stratford Police Service shall conduct lawful and effective searches of subjects while maintaining respect for individual rights.
 - xv. Where appropriate, Law Enforcement services may be provided through mutual aid agreements with other police services and enforcement agencies, including: Lond London Search and Rescue Team-Missing person searches, Canine Unit-person and items searches, H.C.E.I.T- Hate Crime and Extremism Investigative Team, O.N.G.I.A.- Ontario Gang Investigators Association, O.H.I.A.- Ontario Homicide Investigators Association, C.I.S.O.-Criminal Intelligence Service of Ontario, B.E.U. Biker Enforcement Unit, P.A.T.-Provincial Anti-Terrorism, F.B.I.N.A.A.-Federal Bureau of Investigations National Academy Associates, and MAGLOCLN-Middle Atlantic-Great Lakes Organized Crime Law Enforcement Network.
- (c) Assistance to victims of crime – the Stratford Police Service shall establish and apply policies and procedures to ensure adequate and effective support and assistance to the victims of crime in the Town of St. Marys. Support and assistance to the victims of crime shall be provided through the Bruce-Grey-Perth Victims Assistance Program and the Victim/Witness Assistance Program;
- (d) Public order maintenance – the Stratford Police Service shall ensure its readiness and capacity to maintain public order in the Town of St. Marys. Public order maintenance services shall include:
- i. Community Public Order Patrol -- the Stratford Police Service shall give ongoing attention to public order through attention to patrols and patrol area planning.
 - ii. Public Order Units-- the Stratford Police Service shall provide units shall be to effectively maintain public order during major incidents and events.
 - iii. Police Action at Labour Disputes-- the Stratford Police Service shall shall successfully maintain peace and order shall be in all situations involving labour disputes.
 - iv. The Stratford Police Service shall initially respond to Public Order Maintenance calls for service via the Stratford Police Service Emergency Response Unit, and shall call in the Waterloo Regional Police Public Order Unit for assistance if required.
- (e) Emergency response – the Stratford Police Service shall ensure that the Town of St. Marys is served by an adequate set of emergency response options and capabilities.

- i. General Response to Emergencies -- the Stratford Police Service shall ensure it has an ongoing capacity to respond to emergencies in the Town of St. Marys through patrols and patrol area planning.
 - ii. Perimeter Control and Containment -- the Stratford Police Service shall effectively and safely contain and control the perimeters of volatile situations until steps are in place to resolve them.
 - iii. Tactical Units -- the Stratford Police Service shall have the ability to deploy a safe and effective response to high-risk incidents, with a focus on the preservation of human life and on public and officer safety.
 - iv. Incident Command -- Stratford the Police Service shall have the ability for the timely deployment and establishment of an effective command centre in response to major incidents.
 - v. Crisis Negotiation -- the Stratford Police Service shall have the ability to effectively deploy qualified crisis negotiators when required.
 - vi. Disaster Response -- the Stratford Police Service shall participate in emergency planning for the Town of St. Marys, and shall have the ability to effectively fulfill its roles in such situations.
 - vii. Explosive Disposal Services -- the Stratford Police Service shall effectively and safely respond to all situations involving the threat of explosives.
 - viii. Where appropriate, the Stratford Police Service shall use the Emergency Response Unit for containment and for serving high-risk warrants.
 - ix. Where appropriate, the Stratford Police Service shall provide emergency response services in the Town of St. Marys via the Waterloo Regional Police HRT (Hostage Rescue Team) and EDU (Explosive Disposal Unit) at no cost to the Town of St. Marys.
3. The Stratford Police Service may, when appropriate, provide police services to the Town of St. Marys by means of mutual aid agreements with other police organizations or by means of the Ontario Provincial Police pursuant to its mandate to provide specialized services to municipalities.
 4. The Stratford Police Service shall continuously seek to apply the best business practices of a police organization, and shall provide for the continued development of quality police officers.
 5. The Stratford Police Service shall continuously provide the necessary resources, technologies and management to support the responsible, effective and efficient operations of a public policing organization.

Staffing Level

6. The Stratford Police Service will provide a complement of 5.0 full-time police constables, exclusively for the purpose of policing within the Town of St. Marys, as follows:

- (a) One (1) Dedicated St. Marys officer, Monday to Fridays alternating 8:00-16:00 and 14:00-22:00

Dedicated St.Marys Officer						
Monday Sunday	Tuesday	Wednesday	Thursday	Friday	Saturday	
08:00-16:00	08:00-16:00	08:00-16:00	14:00-22:00	14:00-22:00	Off	Off

This dedicated officer would be the High School Resource officer and available to attend calls for service, and conduct follow-up investigations. This dedicated officer will be at the Town's disposal as a walk-in contact officer.

- (b) Four (4) officers assigned from the four (4) platoons to service St.Marys as General Patrol officers, 6:00-18:00 and 18:00-6:00 hours, 24 hours inclusive.

Stratford Police Service – Four-week Rotating Shift Schedule (current)							
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
I	Days	Off	Off	Nights	Nights	Off	Off
II	Off	Days	Days	Off	Off	Nights	Nights
III	Nights	Off	Off	Days	Days	Off	Off
IV	Off	Nights	Nights	Off	Off	Days	Days

7. The Stratford Police Service shall provide such supervisory, operational and administrative support as may be required based on the policing activities in the Town. The Staff Sergeant in charge of the Stratford Police Service and Patrol Sergeant or Acting Patrol Sergeant are responsible for Officer In Charge duties and front line supervision for the Town of St. Marys. Operational and administrative support will be provided through the Stratford Police Service by the Chief of Police and three Inspectors.
8. The Chief of the Stratford Police Service shall be on call 24 hours per day, 7 days per week, to respond to major incidents if required.
9. The Stratford Police Service may temporarily re-assign a police officer dedicated to the Town to respond to an incident outside the Town of St. Marys if doing so is necessary to protect police officer and/or public safety on an urgent basis, and if there is no other possible re-assignment to address the problem satisfactorily.

List of Services

10. The Stratford Police Service shall provide the following police service and civilian support to the Town of St. Marys:

- Uniform Patrol
- 9-1-1 Service
- Emergency Response Unit (ERU)
- Community Services Officer
- High School Resource Officer
- Forensic Identification Officer
- Training Officer
- Criminal Investigations Branch
- Domestic Violence Officer (Special Victims Investigations)
- Street Crime Unit (Drug-Intelligence Investigations)
- Scenes of Crime Officers
- Crisis Negotiators
- Drug Recognition Officers (DRE)
- Collision Reconstruction Officers
- Forensic Technology, Internet Child Exploitation Crime Investigator
- Canine
- R.I.D.E.
- Intoxilizer Officers
- Critical Mental Health Incident Officers
- Police Cadets (optional)
- Special Constable (courts)
- Data Entry (reports, e-ticketing)
- Court Clerk (electronic Briefs)
- NICHE coordinator
- Information Technology (contracted)
- Freedom of Information Inquiries
- Records Checks in person and on-line
- Administrative Support (payroll, grants, financial controller)

11. In addition to enforcement of the laws of Canada and Ontario, the Stratford Police Service shall conduct enforcement of the following By-laws of the Town of St. Marys:

Traffic and Parking By-law

- 06-2014 Regulation of Traffic and Parking
- 41-2014 Amendment: Schedule 9 addition of Maxwell Street and James Street S.
- 04-2015 Amendment: Schedule 4-3 Fire Routes
- 38-2015 Amendment: Schedule 4 No Parking
- 41-2015 Amendment: Schedule 9 School Crossing Guards
- 54-2016 Amendment: Schedule 11 School Bus Loading Zones
- 06-1995 Regulating Motorized Snow Vehicles

- 43-1998 Restrict Weight of Vehicles over Water Street Bridge
- 42-1995 Prohibit Use of Vehicles on Grand Trunk Trail
- 08-2008 Snow and Ice Removal (Section 6 regulating the placement of snow and ice on Town property.

Cemetery By-Law

- 39-2010 Operation of Cemetery (Section 53 establishing a speed limit of 15 km/h within the cemetery grounds, and Section 54 prohibiting visitors from dusk until dawn)

Noise By-law

- 43-2007 Regulate and Control Noise

Fees for Public Services

- 59-2008 Fees for certain Police Services
 - Fees for Alarm Services (false alarms)

Public Nuisances

- 19-2012 Regulate and prohibit public nuisances

Hawkers and Pedlars

- 32-1985 Regulate hawkers and pedlars (does not have short form wording therefore cannot issue fines as per 2014 letter from OPP)

Quarries

- 53-1966 Regulate the activity permitted

Fortification

- 61-2009 Regulate the Fortification of Land

Regulate Salvage Yards

- 61-1967 Regulate the Use of Land for Storing Used Motor Vehicles

In addition to the above, this agreement authorizes the City of Stratford Police to act as agent (pursuant to the Trespass to Property Act R.S.O. 1990, Chapter T.21) for the Town of St. Marys to eject and ban further access to individuals that have participated in inappropriate and or illegal behaviour on property, parks, walking trails and building structures owned by the said municipality.

12. The Stratford Police Service shall work with the St. Marys Community Emergency Management Coordinator to co-ordinate the provision of emergency services and 9-1-1 communications.
13. The Stratford Police Services will participate in the Town of St. Marys Emergency Plan activities, and will ensure the police services roles and responsibilities are fulfilled. This includes, but is not limited to: working with the Town Community Emergency Management coordinator to conduct an annual review of the Town Emergency Plan; participating in training and emergency planning exercises; assignment of a senior officer to the Town Emergency Operations Centre ("EOC") in the event the EOC is activated, and any other

duties as required to ensure the continued compliance of the Town's incident management system.

Specific Services

14. The Stratford Police Service shall provide the following services to the Town, as required:

(a) H.E.A.T. (High Enforcement Action Team)

The Stratford Police Service deploys a HEAT vehicle during every shift to target areas of high crime, vandalism etc. The Town of St. Marys will have access to patrols when required by the HEAT unit.

(b) Traffic

The Stratford Police Service deploys a traffic or project unit during every shift to target areas of driving complaints and concerns to educate and enforce appropriate traffic laws. The Town of St. Marys will have access to patrols when required by the traffic unit.

Complaints and Special Investigations

15. The Chief shall ensure that public complaints are investigated appropriately in accordance with the requirements of the Act and all other applicable laws and policies.

16. The Chief shall ensure that all members of the Stratford Police Service cooperate fully with all investigations of the Independent Police Review Director.

Leadership and Organization

17. The Police Service shall:

- (a) continuously seek to apply the best business practices of a police organization,
- (b) provide for the continued development of quality police officers,
- (c) ensure the timely development and evaluation of performance outcomes and indicators in its business plans on an annual and ongoing basis,
- (d) ensure all of its members achieve and sustain full compliance with all required policies,
- (e) provide for the appropriate succession of the leadership and address member satisfaction with career development opportunities,
- (f) develop and apply a comprehensive Human Resource function to support the needs of the members and the service,
- (g) ensure that all members are supported by clear and adequate supervision in the performance of their duties, and,
- (h) respond effectively to the ever-changing internal and external environments through the cultivation of a continuous learning culture and practices.

Administration and Infrastructure

18. The Stratford Police Service shall continuously provide the necessary resources, technologies and management to support the responsible, effective and efficient operation of public policing in the Town of St. Marys, including:

(a) Information Technology:

- i. Police Regionalized Information and Data Entry (PRIDE), a common records management system shared five police services in the region;
- ii. Computer-Assisted Dispatch (CAD), an automated system to track incident calls and on-duty officers, which enables mobile access to the Canadian Police Information Cooperative (CPIC) and the PARIS system for vehicle registration in Ontario;
- iii. Stratford Police Service Records Management System (RMS), a system for case management, evidence tracking, personnel and security privileges which permits the entry of persons, charges, full narrative and Crown brief packages, property, fraud documents, accident reports, Provincial Offences Act tickets, criminal files and criminal file history, and which allows for cross-referencing occurrences;
- iv. Electronic production of crown briefs and tickets for both provincial and criminal offences;

(b) Fiscal management – the Stratford Police Service shall employ effective systems to ensure fiscal accountability and business performance;

(c) Business Plan – a business plan for the police service shall be prepared every three years;

(d) Records Management – the Stratford Police Service shall ensure that the RMS is an effective system to manage the proper creation, storage and deletion of all information records;

(e) Fleet Management - the Stratford Police Service shall provide for the effective management of its fleet services sufficient to meet its operating needs;

(f) General Marked Patrol Automobiles -- the Stratford Police Service shall provide a consistency in the recognition and suitability of its marked patrol vehicles;

(g) Radio Communications -- the Stratford Police Service shall provide an effective radio communication system that ensures responsiveness to the public and safety of the police officers;

(h) Property and Evidence Control -- the Stratford Police Service shall apply effective controls and safeguards in the administration and custody of all property and evidence;

- (i) Prisoner Care and Control – the Stratford Police Service shall ensure the proper care and control of prisoners with a view to the safety of the prisoner, the officers, and the public;
- (j) Service Delivery Agreements -- the Stratford Police Service shall have the ability to construct and maintain effective and binding agreements with others;
- (k) Media and Public Relations -- the Stratford Police Service shall ensure the proper and timely exchange of vital information, and sustains a positive communication climate with the general public;
- (l) Court Case Management -- the Stratford Police Service shall support the effective standardization of a court management system;
- (m) Court Security -- the Stratford Police Service shall provide for the safe operation and effective maintenance of security in the courts; and,
- (n) Equipment -- the Stratford Police Service shall provide for the standardization and uniformity of all equipment issued to police officers.

SCHEDULE C

DESCRIPTION OF TOWN FACILITIES

Schedule C – Description of Town Facilities

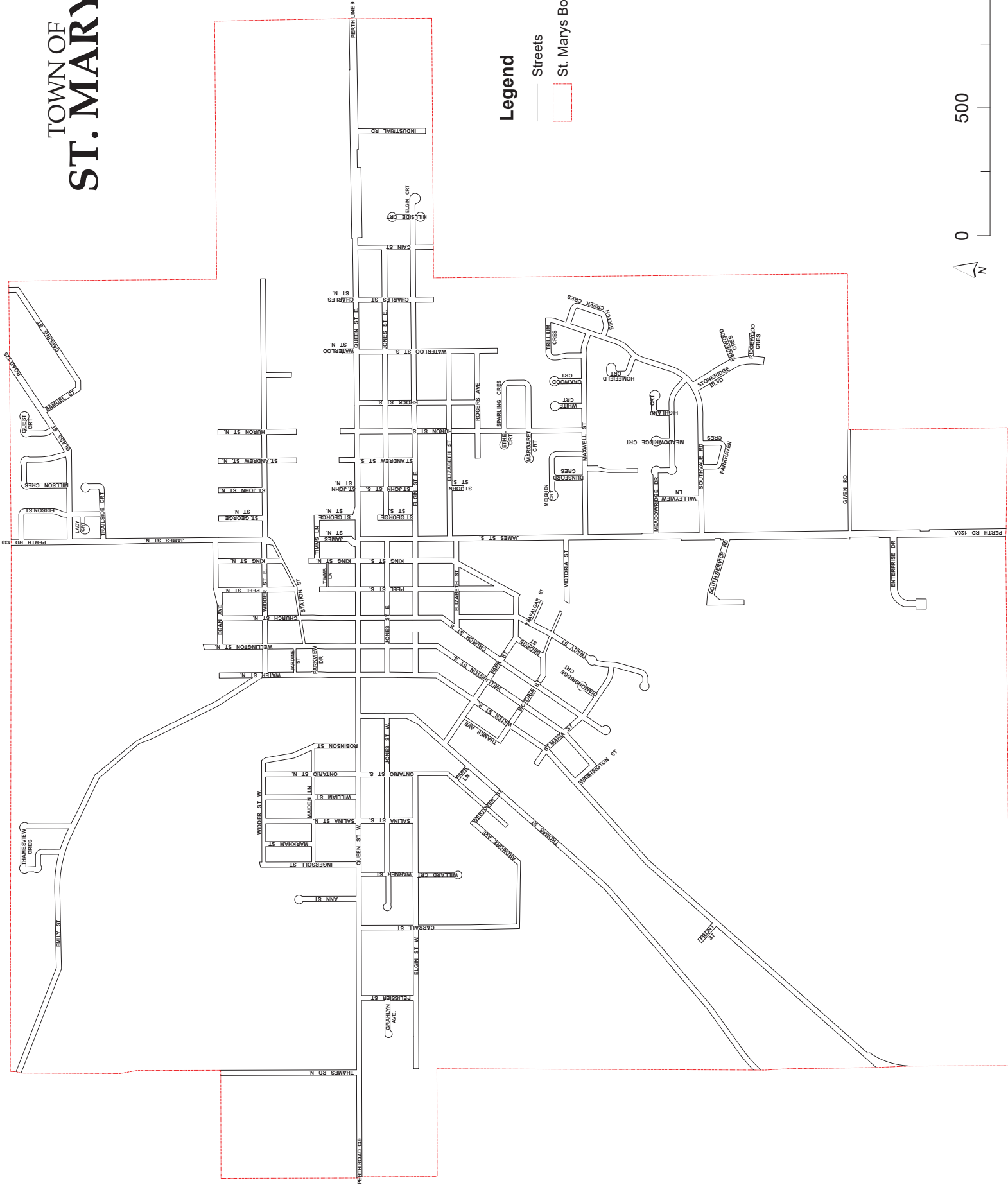
During the term of the Agreement, the Town shall make the following available for the use of the Stratford Police Service for the purpose of providing the Contracted Services, at no cost to the City or the Board:

1. Approximately 600 m² of suitable office space within the Town of St. Marys, with a secure entrance and access to washroom facilities; and,
2. Such office equipment, including computers and related information technology, as may be required to allow the Stratford Police Service to provide the Contracted Services.

SCHEDULE D

MAP OF “BOUNDARY SCHEDULE”

TOWN OF ST. MARYS



SCHEDULE E

2018 COST ESTIMATE

Schedule E – 2018 Annual Cost Estimate

Personnel Costs

Description	Amount
F.T. Salaries & Wages (Reconcilable)	\$697,678
F.T. Benefits (Reconcilable)	\$172,695
Part Time Salaries & Wages (Fixed)	\$10,200
P.T. Benefits (Fixed)	\$1,020
Payroll EAP (Fixed)	\$2,000
TOTAL	\$883,593.00

Support Costs (Fixed)

Description	Amount
Clothing	\$2,830
Petty Cash	\$50
Office Supplies And Paper	\$624
Identification Supplies	\$425
Photocopier Expense	\$303
Postage	\$80
Printing	\$1,000
Meals and Meeting Costs - Meeting Costs	\$430
Prisoner Meals – Meals	\$253
Publications & Subscriptions	\$210
Radio System Maintenance	\$1,450
Conferences	\$2,159
Contracted Services	\$5,000
Courier/Freight	\$130
Legal	\$2,500
Maintenance Contracts	\$3,543
Training	\$8,080
Services – Other	\$200.00
Communications Revenue (Record Checks)	(\$4,000)
Equipment Purchases	\$1,150
Materials - Community Services	\$600
Equipment Purchases - Pride Capital	\$10,000
Total Insurance	\$6,488
Total Bell DSL IP Radio	\$10,250
TOTAL	\$53,754.00

Special Services Costs (Reconcilable)

Description	Amount
Cost of Special Services Procured from Other Providers	\$0.00
TOTAL	\$0.00

Operating Costs (Fixed)

Description	Amount
Uniforms	\$1,750
Vehicle – Fuel	\$9,300
Vehicle Repairs (labour, parts, licences)	\$3,642
Telephone – Basic	\$3,700
Materials - Law Enforcement	\$2,375
Materials – Containment	\$1,400
Materials - CISO Projects / Investigations	\$3,050
General Fund-Police Dept - Specialized Projects	\$525
Transfer To Reserves	\$1,000
Canine Unit	\$850
Transfer To Reserves	\$200
Services – Other	\$12,100
Police Radio Materials	\$825
TOTAL	\$40,717

Total Estimated Annual Cost = Total Personnel, Support, and Operating Costs	\$978,064
3% Assumption of Liability Payment	<u>\$29,341.92</u>
Total	\$1,007,405.90
Monthly Cost	\$83,950.49

*For 2018 Annual Cost shall be pro-rated based on actual commencement date of services.

Estimated 2018 Capital Costs (Reconcilable)

Description	Amount
Communications Infrastructure	\$139,946.26
Vehicle (emergency lighting, radio, safety equipment, decals)	\$165,902.79
C8 Rifle/Taser	\$On Loan
Uniforms and Equipment Officer Psychological Testing Training/Recertification	\$16,000.00
Information Technology, Computers, Printers	\$14,000.00
2 Hand Held Radar Units + Accessories	\$4,000.00
TOTAL Including taxes	\$339,849.05