

TOWN OF FORT FRANCES
POLICE SERVICES BOARD

AGENDA - September 20, 2019 - 8:30 a.m.

MEETING - Committee Room, Civic Centre
Session No. 5

	Page
1. <u>Call to Order</u>	
2. <u>Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.</u>	
3. <u>Disclosure of pecuniary interest and the general nature thereof</u>	
4. <u>Approval of Agenda</u>	
4.1 Session No. 5 dated September 20, 2019.	
5. <u>Approval of Previous Board Minutes</u>	
5.1 Session No. 4 dated June 26, 2019.	3 - 6
6. <u>Business Arising from the Minutes</u>	
6.1 Update - Provincial Appointments to Fort Frances Police Services Board.	7 - 21
6.2 Update from J. McTaggart, Chair re: 2019 OAPSB Spring Conference.	
6.3 Update - Item referred from Town Council - D. Cuthbertson, Northwoods Gallery and Gifts re: Scott Street Concerns. - Inspector Schmidt advised that this item will be furthered at the September meeting.	
6.4 Zone 1 OACP / OAPSB Joint Meeting October 8 - 10, 2019 Hosted by Thunder Bay Police Service.	22 - 25
6.5 Update - New OPP Building.	
6.6 Update - 2 Special Constables for Court Security.	
6.7 Update - Community Safety and Well Being Plan.	
6.8 Update - Board Education and Training.	
7. <u>New Business</u>	
7.1 Request for Input from Police Services Board - R. Socholotuk - Use of Off Road Vehicles Within Town Limits.	26 - 27

- 7.2 Inspector Schmidt - Old Fort Frances Police Force record books storage.
- 8. **Detachment Commander's Report**
 - 8.1 Reporting on June - August 2019 (please find attached).
- 9. **Information**
 - 9.1 2019 Fort Frances Police Services Board - Budget vs Actuals Report as at August 31, 2019. 28
 - 9.2 2019/2020 Reduce Impaired Driving Everywhere (RIDE) Grant Program Contractual Agreement. 29 - 58
- 10. **Next Meeting Date**
- 11. **In-Camera**
 - 11.1 Operational Matter.
- 12. **Adjournment**

TOWN OF FORT FRANCES

MINUTES

SESSION NO. # 4

June 26, 2019

The meeting of Police Services Board of the Town of Fort Frances was held in the Committee Room, Civic Centre on June 26, 2019 from 10:03 a.m. to 11:53 a.m.

PRESENT: Councillor J. McTaggart, Chairperson, Mayor J. Caul and L. Hamilton

ALSO PRESENT: Detachment Commander N. Schmidt, Staff Sgt. D. McLean. K. Lawson, PSB Board Secretary and R. Thoms, 93.1 The Border (10:03 a.m. to 11:45 a.m.).

1. Call to Order 10:04 a.m.

2. Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.

2.1 J. McTaggart, Chair re: 2018 Annual Report O.P.P. - Chair provided all members with a copy of the annual periodical.

3. Disclosure of pecuniary interest and the general nature thereof - No matters disclosed.

4. Approval of Agenda

4.1 Session No. 4 dated June 26, 2019.

26/19 Caul-Hamilton: THAT the Police Services Board approve the June 26, 2019 agenda as prepared with the addition of the following Non-Agenda items:

1) 2018 Annual Report - O.P.P.

CARRIED

5. Approval of Previous Board Minutes

5.1 Session No. 3 dated May 31, 2019.

27/19 Hamilton-Caul: THAT the minutes of the Board Meeting being Session No. 3 dated May 31, 2019 having been typed and distributed to members be approved.

CARRIED

6. Standing Items

- 6.1 Item referred from Town Council - D. Cuthbertson, Northwoods Gallery and Gifts re: Scott Street Concerns.
- Inspector Schmidt advised that this item will be furthered at the September meeting.
- 6.2 Community Safety and Well Being Plan.
- Inspector Schmidt advised that the RRDSSAB has reached out to all municipalities in the district to determine how this matter will be funded. A request to speak to the Ministry by Town Council attendees at the upcoming AMO Conference has been addressed.
- 6.3 Board Education and Training.
J. McTaggart stated that he has been made aware of possible joint police services board training with Atikokan and will advise our members if a date is confirmed. Inspector Schmidt provided an update on Indigenous Awareness Training which is available to board members. The current training session is available in Thunder Bay from September 23rd to September 27th, 2019. Mrs. Hamilton indicated that she would be interested in attending this session.
- 28/19 Caul-Hamilton: THAT the following be authorized to attend the Indigenous Awareness Training - September 23rd to September 27th, 2019 - Thunder Bay: Mrs. Linda Hamilton
- CARRIED
- 6.4 Provincial Appointments to Police Services Board.
- Although the Board has not been provided any announcements with respect to Provincial appointments, Mr. McTaggart understands that appointments are starting to happen.
- 6.5 New OPP Building Update.
- Mayor Caul provided an update on the ribbon cutting ceremony for the new detachment building that board members were in attendance for on June 24th, 2019. Solicitor General Sylvia Jones and Minister Greg Rickford were also in attendance and provided remarks. Inspector Schmidt advised that he will be attending monthly meetings to discuss progress on construction of the building and that the target date is still 2020.

7. Business Arising From the Minutes

- 7.1 Update - Request for Cost Enhancement to the contract for use of two (2) special constables for provision of Court Security.
- a joint report from D. Brown, CAO and J. McTaggart, Board Chair was amended to remove recommendation No. 1 and enhance Recommendation No. 2 to state that the OPP be provided direction to commence the recruitment process around the first week of October 2019 with an employment date commencing January 1st, 2020; and No. 3 to

state the current OPP contract be terminated as of September 30th and further that a new OPP Service Contract be negotiated to commence October 1st, 2019 with the inclusion of two special constables court security enhancement. Inspector Schmidt advised that it will take 3 months to hire the special constables and secure clearances. He stated that the only difference between regular constables and special constables is that the special constables will not carry fire arms. They will be trained in use of force. A revised report will be presented to Council at their July 8th regular meeting.

- 29/19 Caul-Hamilton: THAT the Police Services Board support the recommendations as amended in the joint report dated June 17, 2019 from D. Brown, CAO, Town of Fort Frances and Councillor J. McTaggart, Board Chair, Town of Fort Frances Police Services Board re: Proposal for OPP Special Constables to Provide Court Security Services.

CARRIED

8. New Business

- 8.1 Update from J. McTaggart, Chair re: 2019 OAPSB Spring Conference (deferred from May 31st, 2019 meeting). - this matter will be deferred to the September meeting.
- 8.2 Reduce Impaired Driving Everywhere (R.I.D.E.) Grant Allocation for 2019-2020. - Chair McTaggart provided an overview of the allocation funding for members. Members approved signing the funding documents.

- 30/19 Caul-Hamilton: THAT the Reduce Impaired Driving Everywhere (R.I.D.E.) Grant Allocation for the period April 1st, 2019 to March 31st, 2010 from the Ministry of the Attorney General be received and approved for execution by the authorized signatory.

CARRIED

9. Detachment Commander's Report

- 9.1 Reporting on May 2019 (please find attached).
Inspector Schmidt reported that OPP have plans to continue foot patrols in downtown Fort Frances at least until the end of July. The patrols were started in response to an increase of reports of shoplifting and loitering. To date, 48 such patrols have been made. He stated that fewer thefts are being reported. He said his staff felt that the patrols are having an impact and the OPP will be continuing the current patrols until the end of July at which time they will study the results to determine how they will continue in the future. He also reported on incidents and charges laid in the month of May 2019.

- 31/19 Hamilton-Caul: THAT the Town of Fort Frances Police Services Board receive the May 2019 Detachment Commander's report as presented by Inspector N. Schmidt, Detachment Commander, Rainy River District O.P.P.

CARRIED

10. Next Meeting Date - September 20, 2019

11. In-Camera

11.1 Operational Matter.

- no update was provided at this meeting. This matter will be deferred to the September meeting.

12. Adjournment -

12.1 The meeting adjourned at 11:53 a.m.

32/19 Caul-Hamilton: THAT this meeting of the Town of Fort Frances Police Services Board be now closed.

CARRIED

Board Chair

Board Secretary

Ministry of the Solicitor General

Public Safety Division

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

Ministère du Solliciteur général

Division de la sécurité publique

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



September 4, 2019

Mr. Gary Andrew Rogozinski
388 Holmes Ave
Fort Frances ON P9A 3K1

Dear Mr. Rogozinski:

I am pleased to enclose a copy of Order in Council No. 1263/2019 appointing you as a member of the Fort Frances Police Services Board for a period of three years, effective August 29, 2019. Please contact kathryn Lawson Secretary, to arrange to take the Oath of Office.

I have also taken the liberty of including a copy of *Police Services Board Orientation* for your information and review.

Should you have any questions now or in the future, please do not hesitate to contact me.

Yours truly,

A handwritten signature in black ink, appearing to read "Gita Ramburuth", with a horizontal line underneath.

Gita Ramburuth
Appointments Officer
Operations Unit



Ontario

**Executive Council of Ontario
Order in Council**

On the recommendation of the undersigned, the Lieutenant Governor of Ontario, by and with the advice and concurrence of the Executive Council of Ontario, orders that:

**Conseil exécutif de l'Ontario
Décret**

Sur la recommandation de la personne soussignée, la lieutenante-gouverneure de l'Ontario, sur l'avis et avec le consentement du Conseil exécutif de l'Ontario, décrète ce qui suit:

PURSUANT TO section 27 of the *Police Services Act*, as amended, Gary A. Rogozinski of Fort Frances be appointed as a member of the Town of Fort Frances Police Services Board to serve at the pleasure of the Lieutenant Governor in Council for a period not to exceed three years effective from the date this Order in Council is made.

EN VERTU DE l'article 27 de la *Loi sur les services policiers*, dans sa version modifiée, Gary A. Rogozinski, de Fort Frances, est nommé, à titre amovible, à la discrétion du lieutenant-gouverneur en conseil, membre de la Commission des services policiers de la ville de Fort Frances pour une période d'au plus trois ans commençant le jour de la prise du présent décret.



Recommended: Solicitor General
Recommandé par: La solliciteure générale

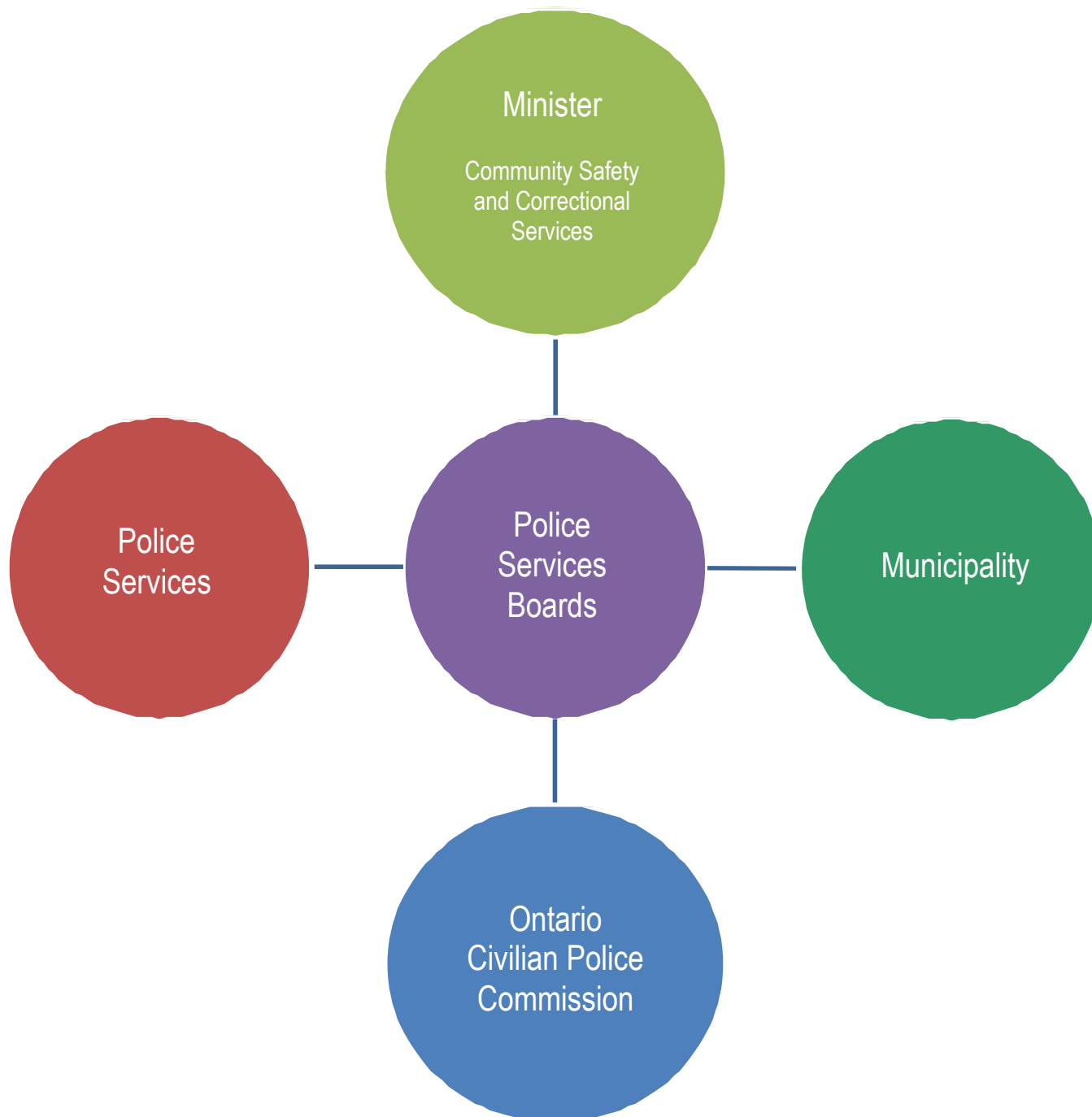


Concurred: Chair of Cabinet
Appuyé par: Le président/la présidente du Conseil des ministres,

Approved and Ordered: AUG 29 2019
Approuvé et décrété le:


**Lieutenant Governor
La lieutenante-gouverneure**

O.C./Décret: 1263/2019



Police Services Board Orientation

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INTRODUCTION

The legislated mandate and responsibilities of police services boards are set out in the Ontario *Police Services Act* (PSA) and regulations made under it including the Adequacy and Effectiveness of Police Services Regulation (O.Reg.3/99).

Ministry of Community Safety and Correctional Services

Section 3 of the PSA sets out statutory responsibilities of the Minister of Community Safety and Correctional Services and includes the following:

- monitor police forces to ensure that adequate and effective police services are provided at the municipal and provincial levels;
- monitor boards and police forces to ensure that they comply with prescribed standards of service;
- develop and promote programs to enhance professional police practices, standards and training;
- conduct a system of inspection and review of police forces across Ontario;
- assist in the coordination of police services;
- consult with and advise boards, community policing advisory committees, municipal chiefs of police, employers of special constables and associations on matters relating to police and police services;
- develop and maintain and manage programs and statistical records and conduct research studies in respect of police services and related matters;
- provide to boards, community policing advisory committees and municipal chiefs of police information and advice respecting the management and operation of police forces, techniques in handling special problems and other information calculated to assist;
- issue directives and guidelines respecting policy matters;
- develop and promote programs for community-oriented police services;
- operate the Ontario Police College.

Operations Unit

The Operations Unit assists with the administration of the province's public appointments process including the preparation of briefs and Orders-in-Council for provincial appointees to police services boards. The approval and appointments processes for special constables and auxiliary members of police services and provincial offences officers are also administered by the Operations Unit. In addition to appointments, the Unit manages and markets the Constable Selection System: a bias-free, standardized, competency-based selection process for hiring police constables in Ontario.

A core responsibility for the Unit is supporting police services and boards in their delivery of adequate and effective policing. Police Services Advisors monitor local issues and board and police service activities regarding compliance with legislative and regulatory requirements. Information and advice is provided to boards and chiefs on a wide range of policing issues. Advisors also conduct inspections based on relevant legislation, regulations and guidelines contained within the Ministry's Policing Standards Manual.

The Advisors provide province-wide perspectives on emerging issues, and help boards and chiefs of police to identify and resolve problems. Advisors deliver training sessions across the province for police services board members regarding their roles and responsibilities under the PSA.

The Ministry promotes excellence in policing by supporting boards and police services in maintaining prescribed standards of service and stakeholder relationships.

POLICE SERVICES BOARD RESPONSIBILITIES

Overview

The PSA requires municipalities to provide adequate and effective policing services. Municipalities may maintain a municipal police service, work cooperatively with each other for the provision of police services, or contract with another municipality or the Ontario Provincial Police (OPP) for policing. Maintaining a police force or contracting with the OPP requires a police services board. The board responsibilities differ depending on service method. The following are some common responsibilities:

- hold at least four meetings each year;
- prepare a business plan at least once every three years;
- ensure that members undergo any training that the Minister of Community Safety and Correctional Services may provide or require;
- elect a chair at the first meeting in each year and may also elect a vice-chair; and
- compliance with the requirements of the code of conduct regulation (Ontario Reg. 421/97).

Section 31 (Municipal Police Services Boards)

Where a municipality has established a police service, the police services board (a “section 31” board) is responsible for the provision of adequate and effective police services in a municipality. The board is also responsible to:

- appoint the members of the municipal police force;
- generally determine, after consultation with the chief of police, objectives and priorities with respect to police services in the municipality;
- establish policies for the effective management of the police force;
- recruit and appoint the chief of police and any deputy chief of police, and annually determine their remuneration and working conditions, taking their submissions into account;
- direct the chief of police and monitor his or her performance;
- establish policies respecting the disclosure by chiefs of police of personal information about individuals;
- receive regular reports from the chief of police on disclosures and decisions made under section 49 (secondary activities);
- establish guidelines with respect to the indemnification of members of the police force for legal costs under section 50;
- establish guidelines for dealing with complaints under Part V (PSA);
- review the chief of police’s administration of the complaints system under Part V and receive regular reports from the chief of police on his or her administration of the complaints system; and
- manage labour relations as employer and engage in collective bargaining pursuant to Part VIII of the PSA.

Police services boards provide independent civilian oversight and governance. This includes establishing policies for the effective management of the police service within their jurisdiction. The delivery of policing pursuant to the policies and direction of the board for municipal police services is the responsibility of the chief of police.

Supporting provisions of the PSA for municipal police forces:

- s. 31(3) - Boards may give orders and directions to the chief of police, but not to other members of the police force, and no individual member of the board shall give orders or directions to any member of the police force;
- s. 31(4) - Boards shall not direct the chief of police with respect to specific operational decisions or with respect to the day-to-day operation of the police force.
- s. 41(1)(a) - The duties of a chief of police include administering the police force and overseeing its operation in accordance with the objectives, priorities and policies established by the board.
- s. 41(2) - The chief of police reports to the board and shall obey its lawful orders and directions.

Chief of Police

The chief of police is responsible for the administration and operation of the police service in accordance with the objectives, priorities and policies established by the board. This includes: establishing procedural direction consistent with policies established by the board; ensuring that members of the police service carry out their duties in accordance with the PSA and the regulations and in a manner that reflects the needs of the community; and administering the complaints system under the PSA.

Section 10 (Ontario Provincial Police Contract locations)

Municipalities provided policing by the OPP by agreement must establish a police services board. The duties and responsibilities are primarily set out in PSA s.10. Section 10 boards advise the assigned OPP detachment commander with respect to police services in the municipality. They must also:

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

OPP Detachment Commander

The OPP detachment commander is the chief law enforcement officer for the municipality and administers the resources in accordance with the terms of the policing agreement. The agreement also establishes the reporting relationship between the detachment commander and the board. The agreement commits the detachment commander to respond appropriately to the board's objectives and priorities for police services and to report to the board regularly regarding the provision of police services in and for the municipality.

OVERSIGHT

Ontario Civilian Police Commission

The Ontario Civilian Police Commission (OCPC) is a quasi-judicial agency reporting to the Ministry of the Attorney General (MAG). The OCPC acts as an appeal body for members of the public and police officers regarding decisions made during the process of dealing with complaints about the conduct of police officers made by members of the public or a chief of police.

Also, the OCPC has the authority to hold hearings and investigate policing-related matters, including the conduct or performance of duties of police officers, chiefs of police and members of police services boards. Board members and chiefs of police are held accountable through the OCPC's use of its oversight authority, which includes the power to suspend or remove a chief of police, board member or an entire board or disband a police service and direct the OPP to provide policing.

In addition to its involvement in the public complaints process, the OCPC may investigate and inquire into the administration of a municipal police service, the manner in which policing services are provided and the policing needs of a municipality. The OCPC also decides disputes between municipal police services boards and municipal councils about annual police budgets, and approves the disbandment or reduction of municipal police forces.

OCPC website: <https://slasto-tsapno.gov.on.ca/ocpc-ccop/en/>

Special Investigations Unit

The Special Investigations Unit (SIU) is a civilian law enforcement agency under the jurisdiction of MAG with the responsibility to independently investigate circumstances involving police and civilians that result in death or serious injury, including allegations of sexual assault. The SIU has the authority to lay criminal charges where there are reasonable grounds to do so.

SIU website: <https://www.siu.on.ca/en/index.php>

Office of the Independent Police Review Director

The Office of the Independent Police Review Director (OIPRD) is responsible for receiving, overseeing, conducting and monitoring investigations regarding all public complaints about the conduct of specific police officers, or the services or policies of a police force. Staffed entirely by civilians, the OIPRD is an agency of MAG. The Director's decisions are independent from the Ontario government, the police and the community. After reviewing an investigation of a public complaint, the OIPRD may direct a chief of police to conduct a police disciplinary hearing.

OIPRD website: <https://www.oiprd.on.ca/>

LABOUR RELATIONS

Ontario Police Arbitration Commission

Collective agreement disputes (not including the OPP) which are not resolved by bargaining or grievance may result in conciliation or arbitration administered by the Ontario Police Arbitration Commission (OPAC). OPAC is an independent agency operating at arms-length with MCSCS. Conciliation officers work with boards and associations to resolve or reduce the issues which may lead to arbitration. The conciliation process is not binding. Arbitrators perform a quasi-judicial role and are independent. Their decisions are binding. In addition, OPAC offers a voluntary Workplace Relationship Improvement Program which includes the provision of facilitators who work with boards and associations to identify and jointly agree to the problems affecting their relationship.

OPAC website: <http://policearbitration.on.ca/>

Appendix A**Operations Unit Contact Information****Morgan Terry**

Manager
Morgan.Terry@ontario.ca
(416) 326-9347

Gita Ramburuth

Appointments Officer
Gita.Ramburuth@ontario.ca
(416) 314-3104

Hodan Hashi

Administrative Assistant
Hodan.Hashi@ontario.ca
(416) 326-9349

Tom Gervais

Police Services Advisor
Tom.Gervais@ontario.ca
(416) 432-5645

Chris Herapath

Police Services Advisor
Chris.Herapath@ontario.ca
(647) 531-9413

Jeeti Sahota

Police Services Advisor
Jeeti.Sahota@ontario.ca
(416) 702-4404

Duane Sprague

Police Services Advisor
Duane.Sprague@ontario.ca
(416) 573-8309

David Tilley

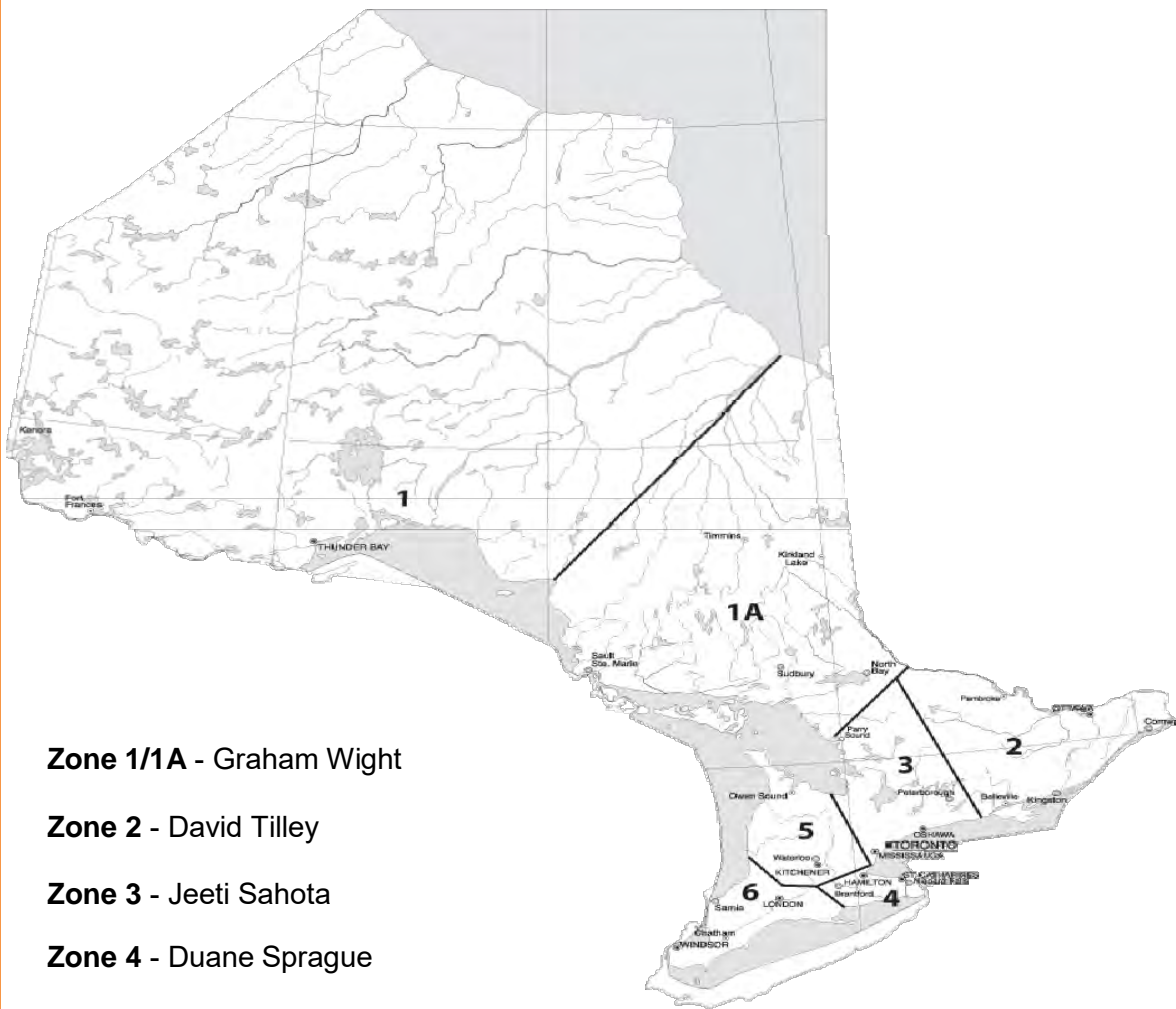
Police Services Advisor
David.Tilley@ontario.ca
(647) 224-9370

Graham Wight

Police Services Advisor
Graham.Wight@ontario.ca
(416) 817-1347

Appendix B

Police Services Advisor Zone Assignments



Zone 1/1A - Graham Wight

Zone 2 - David Tilley

Zone 3 - Jeeti Sahota

Zone 4 - Duane Sprague

Zone 5 - Duane Sprague

Zone 6 - Tom Gervais

Map reproduced with permission
Ontario Association of Chiefs of Police

ZONE DESIGNATIONS

Appendix C**ONTARIO REGULATION 421/97
MEMBERS OF POLICE SERVICES BOARDS CODE OF CONDUCT**

1. Board members shall attend and actively participate in all board meetings.
2. Board members shall not interfere with the police force's operational decisions and responsibilities or with the day-to-day operation of the police force, including the recruitment and promotion of police officers.
3. Board members shall undergo any training that may be provided or required for them by the Solicitor General.
4. Board members shall keep confidential any information disclosed or discussed at a meeting of the board, or part of a meeting of the board, that was closed to the public.
5. No board member shall purport to speak on behalf of the board unless he or she is authorized by the board to do so.
6. A board member who expresses disagreement with a decision of the board shall make it clear that he or she is expressing a personal opinion.
7. Board members shall discharge their duties loyally, faithfully, impartially and according to the Act, any other Act and any regulation, rule or by-law, as provided in their oath or affirmation of office.
8. Board members shall uphold the letter and spirit of the Code of Conduct set out in this Regulation and shall discharge their duties in a manner that will inspire public confidence in the abilities and integrity of the board.
9. Board members shall discharge their duties in a manner that respects the dignity of individuals and in accordance with the Human Rights Code and the Charter of Rights and Freedoms (Canada).
10. Board members shall not use their office to advance their interests or the interests of any person or organization with whom or with which they are associated.
11. Board members shall not use their office to obtain employment with the board or the police force for themselves or their family member. "Family member" means the parent, spouse or child of the person, as those terms are defined in section 1 of the Municipal Conflict of Interest Act.
12. A board member who applies for employment with the police force, including employment on contract or on fee for service, shall immediately resign from the board.
13. Board members shall refrain from engaging in conduct that would discredit or compromise the integrity of the board or the police force.

14. A board member whose conduct or performance is being investigated or inquired into by the Commission under section 25 of the Act or is the subject of a hearing before the Commission under that section shall decline to exercise his or her duties as a member of the board for the duration of the investigation or inquiry and hearing

If the application of the above results in a board not having enough members able to exercise their duties in order to constitute a quorum during an investigation, inquiry or hearing under section 25 of the Act, the chair of the Commission may appoint the number of persons necessary to constitute a quorum, who act in the place of the members who are unable to exercise their duties.

The chair of the Commission specifies in appointments that the appointee may only exercise such duties as are necessary for the effective operation of the board during the investigation, inquiry or hearing and, for such purpose, may specify the duties the appointee may or may not exercise.

The Commission chair must cancel an appointment as soon as a member of the board who declined to exercise his or her duties resumes exercising his or her duties or is replaced under subsection 25 (8) of the Act.

15. If the board determines that a board member has breached the code of conduct, the board shall record that determination in its minutes and may
- require the member to appear before the board and be reprimanded;
 - request that the Ministry of the Solicitor General conduct an investigation into the member's conduct; or
 - request that the Commission conduct an investigation into the member's conduct under section 25 of the Act.

From: [Debra Bruyere](#)
To: [Atikokan Sue Bates](#); [Dryden Anna Boily](#); [Kathy Lawson](#); [Ignace Marsha Reader](#); [Kenora Heather Kasprick](#); [Lakehead Rosalie Evans](#); [Machin Tammy Rob](#); [Marathon Louise Lees](#); [Red Lake Christine Goulet](#); [Shuniah Wendy Hamlin](#); [Terrace Bay Jen Jeffery](#)
Cc: Angela.Nelli@thunderbaypolice.ca
Subject: FW: Updated agenda
Date: Saturday, September 7, 2019 12:54:20 PM
Attachments: [image003.png](#)
[image005.png](#)
[Agenda.docx](#)

Please find attached an updated agenda for the zone meeting in October.

Debra

From: Nelli, Angela [<mailto:angela.nelli@thunderbaypolice.ca>]
Sent: Friday, September 6, 2019 7:47 AM
To: DebraBruyere@shaw.ca
Subject:

I have attached a revised agenda for your use. Please send this one out to everyone instead. (If you haven't sent them out yet.) Scrap the one I sent you yesterday. The registration form I sent out yesterday is fine.
Keep me posted. Thanks, Ang.

Angela.

Angela Nelli
Executive Assistant to the Chief of Police



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Zone 1 OACP / OAPSB Joint Meeting

October 8 - 10, 2019

Hosted by Thunder Bay Police Service

Tuesday, October 8, 2019 **Valhalla Inn – 1 Valhalla Inn Road**

7:00 p.m.

Meet and Greet – Fireside Room
Appetizers and Cash Bar

Wednesday, October 9, 2019 **TBPS – 1200 Balmoral Street**

8:00 a.m. – 8:30 a.m.

Registration

8:30 a.m. – 8:50 a.m.

Welcoming Remarks:

- Mayor Bill Mauro, City of Thunder Bay
- Chief Sylvie Hauth, TBPS
- Chair – Celina Reitberger, TBPSB
- Chair – Don Smith, Shuniah Police Services Board

9:00 a.m. – 9:45 a.m.

Current Guns and Gangs Update – Thunder Bay & NW Region

- Sergeant Dan Irwin, Intelligence Unit, TBPS
- Sergeant Jamie Ball, OCEBO, Ontario Provincial Police

9:45 a.m. – 10:00 a.m.

Break

10:00 a.m. – 12:00 p.m.

The New Comprehensive Ontario Police Services Act

- Ms. Holly Walbourne, Legal Counsel, TBPS

12:00 p.m. – 1:00 p.m.

Lunch

1:00 p.m. - 3:00 p.m.	New Community Safety and Well-being Plans for Communities <ul style="list-style-type: none"> Ms. Lee-Ann Chevrette, Coordinator, Thunder Bay Crime Prevention Council Ministry of the Solicitor General: <ul style="list-style-type: none"> Ms. Tiana Biordi, Community Safety Analyst Mr. James Lee, Community Safety Analyst Mr. Oscar Mosquera, Director(A), External Relations Branch
3:00 p.m. – 3:15 p.m.	Break
3:15 p.m. – 4:00 p.m.	Ministry of Community Safety and Correctional Services Update <ul style="list-style-type: none"> Mr. Graham Wight, Zone 1 Advisor
4:00 p.m. – 4:45 p.m.	OACP Update <ul style="list-style-type: none"> Mr. Jeff McGuire, Executive Director, OACP
6:30 P.M.	Buffet Dinner – Valhalla Inn – Scandia Room 2 & 3

Thursday, October 10, 2019
TBPS – 1200 Balmoral Street

9:00 a.m. – 9:30 a.m.	Registration
8:30 a.m. – 10:00 a.m.	Presentation on Body Worn Cameras and Policing <ul style="list-style-type: none"> Inspector Dan Taddeo, Court Services & Records Management Branch Commander, TBPS, and Sergeant Gord Snyder, Traffic Unit, TBPS
10:00 a.m. – 10:15 a.m.	Break
10:15 a.m. – 11:00 a.m.	Police UAV Operations <ul style="list-style-type: none"> Sergeant Gord Snyder, Traffic Unit, TBPS
11:00 a.m. – 11:15 a.m.	Closing Remarks <ul style="list-style-type: none"> Chief Sylvie Hauth, TBPS
11:30 a.m. – 12:00 p.m.	Individual Zone Meetings (Closed Sessions)
12:00 p.m.	Lunch

ZONE 1 - O.A.C.P./O.A.P.S.B. JOINT MEETING

October 8-10, 2019

Thunder Bay, ON

REGISTRATION FORM

(Registration Fee: \$200.00 Per Participant)

REGISTRANT NAME(S):		
POLICE SERVICE/ POLICE SERVICES BOARD:		
CONTACT INFORMATION:		
Can be Registrants Direct Information or Administrative Contact	Name:	
	Telephone:	Email:

Please fax, email, or mail completed registration forms to:

Angela Nelli

Executive Assistant to the Chief of Police

Thunder Bay Police Service

1200 Balmoral Street

Thunder Bay, ON P7B 5Z5

Fax: (807) 623-9242 / Email: Angela.Nelli@thunderbaypolice.ca

The deadline to register is September 25, 2019

Please make cheques payable to: Thunder Bay Police Service

Participants are responsible for making their own hotel accommodations. A block of rooms has been reserved at the Valhalla Inn @ the rate of \$125.00. For room bookings, please call the hotel at 1-800-964-1121 or (807) 577-1121 or by fax at (807)475-7922 or email at

reservations@valhallainn.com.

When booking please let them know you are with the Thunder Bay Police Joint Meeting. **190506TBPS**. The block of rooms will be held until September 25, 2019.

If you have any questions regarding registration, please contact:

Angela Nelli @ (807) 684-1304

Administration & Finance Division
Planning & Development Division
Phone: 807-274-5323
Fax: 807-274-8479

Mailing Address for All Divisions:
Civic Centre
320 Portage Avenue
Fort Frances, ON
P9A 3P9



Operations & Facilities Division
Phone: 807-274-9893
Fax: 807-274-7360

Community Services Division
Phone 807-274-4561
Fax: 807-274-3799

email: town@fortfrances.com
www.fort-frances.com

September 10, 2019

Mr. Rick Socholotuk
753 Thompson Street
Fort Frances, Ontario
P9A 2W7

Dear Sir:

At their meeting September 9, 2019, Council referred the letter dated September 4, 2019 from R. Socholotuk re: Off Road Vehicle Use to the Planning & Development Executive Committee for recommendation with additional input from the Operations & Facilities Executive Committee, Traffic Safety Committee, Economic Development Advisory Committee and Police Services Board.

By copy of this letter, your request has been referred as directed.

Please direct any questions you may have to P. Briere, By-law Enforcement Officer / Secretary to Planning & Development Executive Committee, at 274-5323, ext 1218.

Yours very truly,

ADMINISTRATION & FINANCE DIVISION

Elizabeth (Lisa) Slomke, Clerk

ES/kl

- c.c. Planning and Development Executive Committee – Attn: P. Briere, By-Law Enforcement/Committee Secretary
Operations & Facilities Executive Committee – Attn: T. Rob, Mgr. Operations & Facilities
Traffic Safety Committee – Attn: M. Strachan, Transportation Superintendent
Economic Development Advisory Committee – Attn: K. Lawson, Deputy Clerk
Fort Frances Police Services Board – Attn: K. Lawson, Deputy Clerk

N:\Clerk\POST COUNCIL CORRESPONDENCE\Planning and Development Executive Committee\2019 September 9 - referral of request from R. Socholotuk - Operation of Off Road Vehicles.doc

Rick Socholotuk
753 Thompson St.
Fort Frances, On
P9A 2W7



September 4, 2019

Dear Mayor Caul & Council

As a citizen of this town for over seventy years, I think it is time we start taking a different approach to providing activities within the town limits.

As stated in an article in the Fort Frances Times, the Rainy River District OPP and the town of Fort Frances advise the public that the operation of off-road vehicles within the town of Fort Frances is illegal as per by-law #46/15. It's evident that we are one of very few communities in Northwestern Ontario and possibly Ontario in general, where this condition exists.

I believe it's important, if we wish to call ourselves a tourist destination, we must offer people who would come here the chance to enjoy an activity that is available in so many other communities in Northwestern Ontario.

ATV and side-by-side operations are family oriented activities and are not restricted by age or physical ability. If the by-law were changed to allow riders access to the streets within the city limits, it could also provide a less-expensive alternative for transportation to some members of our aging population.

I would be more than willing to discuss this issue in person should you wish further input. Let's work together to create a more tourist-friendly vacation destination.

Sincerely

Rick Socholotuk

Police Services Board	GL Account	2019 Operating Forecast	- Actual to August 31, 2019	2019 Budget vs Actual Variance
EXPENDITURES:			-	0
Salaries/Wages	10-040-0422-2910-60010		-	0
CPP	10-040-0422-2910-60025	260	92.50	168
EHT	10-040-0422-2910-60040	160	55.87	104
Hourly Part-time	10-040-0422-2910-60020	10,450	2,902.00	7,548
Employer OMERS	10-040-0422-2910-60035		66.12	(66)
Memberships	10-040-0422-1200-71260	1,264	1,292.04	(28)
Office Supplies	10-040-0422-1400-71410		-	0
Conferences & Courses	10-040-0422-1500-71531	7,500	1,543.71	5,956
Meeting Expense	10-040-0422-1500-71532	350	-	350
Insurance	10-040-0422-1500-71580	867	720.00	147
Public Relations/Promotions	10-040-0422-1500-71592	250	-	250
		21,101	6,672.24	14,429

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 1st day of April, 2019

BETWEEN :

**Her Majesty the Queen in right of Ontario
as represented by the Solicitor General**

(the "Province")

- and -

Fort Frances Police Service Board

(the "Recipient")



BACKGROUND

- A. The Recipient carries out a program of traffic stop sobriety checks in its jurisdiction as part of a program to "Reduce Impaired Driving Everywhere" ("R.I.D.E.");
- B. The Province has established the R.I.D.E. Grant program to provide Funds to assist various police services in offsetting their costs for implementing R.I.D.E. programs of sobriety checks in their jurisdictions;
- C. The Recipient is a municipal police services board or a municipality in a municipality that has established a municipal police service or whose council has entered into an agreement under s. 10 of the *Police Services Act* for the provision of police services by the OPP; or it is a First Nation police services board or a First Nation band council in a First Nation community that has established a First Nation police service pursuant to a policing services agreement between Canada, the Province, the Recipient and the Board;
- D. The Recipient has, by written application, requested funding for overtime and/or paid duty in pursuance of the R.I.D.E. Grant Project, a description of which is outlined in Schedule "C"; and
- E. The application for Funds submitted by the Recipient has been accepted, in whole or in part, by the Province.

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule "A" - General Terms and Conditions
Schedule "B" - Project Specific Information and Additional Provisions
Schedule "C" - Project
Schedule "D" - Budget, Payment Plan and Reporting
Schedule "E" - Reports – Final Report Templates, and
any amending agreement entered into as provided for in section 3.1, constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

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

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

3.0 AMENDING THE AGREEMENT

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

4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor*

General Act (Ontario);

- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010 (Ontario);*
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996 (Ontario);*
- (d) the Province is not responsible for carrying out the Project; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act (Ontario)* and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

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

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Solicitor General**

JUN 26 2019


Date


Name: Oscar Mosquera
Title: Manager, Program Development Section
External Relations Branch
Public Safety Division

Fort Frances Police Service Board

June 26, 2019


Date


Name: John McTaggart
Title: Chairperson

I have authority to bind the Recipient.

June 26, 2019

Date:


Name: Dawn Galusha
Title: Treasurer

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 Definitions. In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 3.1.

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A13.1.

"Expiry Date" means the expiry date set out in Schedule "B".

"Funding Year" means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

“Maximum Funds” means the maximum Funds set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “C”.

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be

true and complete.

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

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

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

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

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

A3.0 TERM OF THE AGREEMENT

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

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of

carrying out the Project;

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

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

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

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

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

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

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

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

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

A5.0 **RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

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

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

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

A6.0 **CONFLICT OF INTEREST**

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

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

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.3 Disclosure to Province. The Recipient will:

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

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Preparation and Submission. The Recipient will:

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

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

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

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

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

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

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

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

A8.0 COMMUNICATIONS REQUIREMENTS

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

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

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

A9.0 INDEMNITY

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

A10.0 INSURANCE

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

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

A10.2 Proof of Insurance. The Recipient will:

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

A11.0 TERMINATION ON NOTICE

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

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

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the

possession or under the control of the Recipient; and

- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION

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

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

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

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

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

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

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;

- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

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

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

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

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

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

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

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

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

A14.0 FUNDS AT THE END OF A FUNDING YEAR

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

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

A15.0 FUNDS UPON EXPIRY

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

A16.0 DEBT DUE AND PAYMENT

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

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

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

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

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

A16.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A16.5 Fails to Pay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A17.0 NOTICE

A17.1 Notice in Writing and Addressed. Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.

A17.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

A17.3 Postal Disruption. Despite section A17.2(a), in the event of a postal

disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, or fax.

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

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

A19.0 SEVERABILITY OF PROVISIONS

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

A20.0 WAIVER

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

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

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

A21.0 INDEPENDENT PARTIES

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

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

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

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

A23.0 GOVERNING LAW

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

A24.0 FURTHER ASSURANCES

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

A25.0 JOINT AND SEVERAL LIABILITY

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

A26.0 RIGHTS AND REMEDIES CUMULATIVE

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

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

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

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

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

A28.0 SURVIVAL

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

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$8,853.00
Expiry Date	March 31, 2020
Amount for the purposes of section A5.2 (Disposal) of Schedule "A"	N/A
Insurance	\$5,000,000.00
Contact information for the purposes of Notice to the Province	<p>Name: Ministry of the Solicitor General Public Safety Division, External Relations Branch Program Development Section</p> <p>Address: 25 Grosvenor Street, 12th Floor Toronto ON M7A 2H3</p> <p>Attention: Yoko Iwasaki, Community Safety Analyst</p> <p>Tel: 416-314-3085 Ext</p> <p>Fax: 416-314-3092</p> <p>Email: yoko.iwasaki@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Name: Fort Frances Police Service Board</p> <p>Address: 320 Portage Avenue Fort Frances ON P9A 3P9</p> <p>Attention: Mr. John McTaggart, Chair</p> <p>Tel: 807-274-7706 Ext</p> <p>Fax:</p> <p>Email: jmctaggart@fortfrances.ca</p>
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	<p>Name:</p> <p>Address:</p> <p>Attention:</p> <p>Tel: Ext</p> <p>Fax:</p> <p>Email:</p>

Additional Provisions:

None

SCHEDULE "C"

PROJECT

C.1.0 BACKGROUND

The Province established the Reduce Impaired Driving Everywhere (R.I.D.E.) Grant program to provide grants to various police services to enhance local enforcement capability and to ensure a year-round provincial program to conduct R.I.D.E. spot check activities.

C.2.0 PROJECT DESCRIPTION

The purpose of the R.I.D.E. Grant program is to assist municipal police services, OPP municipal contract locations and First Nations police services in offsetting their staff costs for implementing R.I.D.E. programs of sobriety checks in their jurisdictions.

Funding is provided to assist with costs of staff overtime or paid duty for street-level enforcement activities in relation to the R.I.D.E. Grant program. Staffing funded will not include civilian or auxiliary officers.

The Recipient carries out a R.I.D.E. program of traffic stop sobriety checks in its jurisdiction and has applied for funding toward its R.I.D.E. program (the "Project"). The Province has accepted the Recipient's R.I.D.E. Grant Application, in whole or in part.

The Recipient agrees to undertake the Project in accordance with this Agreement and its Schedules.

SCHEDULE "D"

BUDGET, PAYMENT PLAN AND REPORTING

D1.0 BUDGET

The Maximum Funds to be provided by the Province to the Recipient under this Agreement is set-out in Schedule "B". Funding is provided to assist with the costs of staff overtime or paid duty for street-level enforcement activities in relation to the R.I.D.E. Grant program.

D2.0 PAYMENT PLAN

The Province will provide the Recipient Funds, **up to the Maximum Funds** as set out in Schedule "B", on a one-time basis for the period from **April 1, 2019 to March 17, 2020**.

The Funds will be reimbursed to the Recipient following the Province's receipt and approval of the Final Report submitted by the Recipient.

D3.0 REPORTING

The Recipient shall provide the Province with a Final Report accounting in detail, all expenses for the activities for which the Funds were used as well as statistical information, in the forms set out in **Schedule "E"** by **March 19, 2020**.

Reports submitted after the deadline will not be considered for reimbursement. **All R.I.D.E. activity eligible for reimbursement must be concluded on or before March 17, 2020.** Any R.I.D.E. activity, which occurs between the period March 18, 2020 through March 31, 2020 may not be eligible for reimbursement.

D3.1 FINAL REPORT – FINANCIAL

Staff costs include overtime or paid duty for street level enforcement activities in relation to the program for which the Funds are provided. Staff will not include civilian or auxiliary officers.

For the Funds to reflect the amount of staff overtime or paid duty, a one-time financial report will be submitted to the Province by **March 19, 2020**, on the form attached to the Agreement as **Schedule "E"**. This financial report must be certified by a Municipal Clerk/Treasurer or a senior representative of the Recipient's financial services who can verify the accuracy of the claim.

The financial report will itemize the dates worked, name and rank of officers, rate of pay (basic hourly rate), number of overtime/paid duty hours worked, number of hours paid and total hours used by the police service for the period of **April 1, 2019 to March 17, 2020**.

D3.2 FINAL REPORT – STATISTICAL

The Recipient shall track and record key statistical information related to the R.I.D.E. Grant program and provide a statistical report to the Province by **March 19, 2020**, on the form attached to the Agreement as **Schedule “E”**.

D3.3 REPORT SUBMISSION AND TIMELINES

All Reports required pursuant to A7.0 and/or otherwise under this Agreement shall be sent to the Province Contact at the address set out in Schedule “B” and according to the following timelines.

REPORT	DUE DATE
Final Report – Financial	March 19, 2020
Final Report - Statistical	March 19, 2020

An electronic version of the report (Excel) will be distributed to the Recipient under separate cover.

Completed reports must be submitted via email to the Province Contact on or before the above due date and include:

- original template format (Excel); and
- scanned signed copy (PDF).

SCHEDULE "E" REPORTS

	FINAL REPORT Financial	Ministry of Community Safety and Correctional Services Public Safety Division R.I.D.E. GRANT FINAL REPORT - FINANCIAL Fiscal Year: 2019/2020
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Must be submitted no later than **March 19, 2020** by email to yoko.iwasaki@ontario.ca
 Please review INSTRUCTIONS to complete the form correctly.
 Submission must include the completed Excel reporting template and scanned signed PDF.
 If you have any questions please contact Yoko by e-mail or by telephone at 416-314-3085

SECTION A - REPORTING POLICE SERVICE

Police Service Name: Select from the drop down menu (click on yellow shaded cell for drop down menu)

SECTION B - SIGNATURE OF AUTHORIZED OFFICIAL (GRANTEE)

GRANTEE (Print or Type the name of the Grantee ie. Police Services Board/Municipality/First Nation)

AUTHORIZED OFFICIAL SIGNATURE

PRINT NAME (Signing Official)

DATED

WITNESS SIGNATURE

PRINT NAME (Witness)

DATED

SECTION C - YEAR-END FINANCIAL SUMMARY

Complete the information below. Total R.I.D.E. Grant Hours and Total Cost will self calculate.

\$ Total Cost:		\$0.00		Total RIDE Grant Hours Worked:		0.00			
Date Worked (MM/DD/YYYY):	Officer's Badge #:	Rank:	Officer's First Name:	Officer's Last Name:	Paid-Duty RIDE Hours Worked:	Paid-Duty Hourly Rate:	Over-Time RIDE Hours Worked:	Over-Time Hourly Rate:	Total RIDE Hours Worked:
1-Apr-19					0.00	\$0.00	0.00	\$0.00	0.00
1-Apr-19					0.00	\$0.00	0.00	\$0.00	0.00
1-Apr-19					0.00	\$0.00	0.00	\$0.00	0.00
1-Apr-19					0.00	\$0.00	0.00	\$0.00	0.00
1-Apr-19					0.00	\$0.00	0.00	\$0.00	0.00
1-Apr-19					0.00	\$0.00	0.00	\$0.00	0.00
1-Apr-19					0.00	\$0.00	0.00	\$0.00	0.00
1-Apr-19					0.00	\$0.00	0.00	\$0.00	0.00
1-Apr-19					0.00	\$0.00	0.00	\$0.00	0.00
1-Apr-19					0.00	\$0.00	0.00	\$0.00	0.00

Must be submitted no later than **March 19, 2020** by email to yoko.iwasaki@ontario.ca

Please review **INSTRUCTIONS** to complete the form correctly.

Submission must include the completed **Excel reporting template** and **scanned signed PDF**.

If you have any questions please contact Yoko by e-mail or by telephone at 416-314-3085

SECTION A - REPORTING POLICE SERVICE

Police Service Name: Select from the drop down menu (click on yellow shaded cell for drop down menu)

SECTION B - SIGNATURE OF AUTHORIZED OFFICIAL (GRANTEE)

GRANTEE (Print or Type the name of the Grantee ie. Police Services Board/Municipality/First Nation)

AUTHORIZED OFFICIAL SIGNATURE

PRINT NAME (Signing Official)

DATED

WITNESS SIGNATURE

PRINT NAME (Witness)

DATED

SECTION C - YEAR-END SUMMARY

Complete the information below. Enter statistical data for each Quarter. Total self calculates.

SELECT YES/NO for each Quarter (Q1, Q2, Q3, Q4) where there has been RIDE Grant activity. (Click on yellow shaded cell for drop down menu)	Q1 (Apr 1 - Jun 30)	Q2 (Jul 1 - Sep 30)	Q3 (Oct 1 - Dec 31)	Q4 (Jan 1 - Mar 17)

VEHICLES STOPPED AS A RESULT OF R.I.D.E GRANT PROGRAM	Q1	Q2	Q3	Q4	TOTAL
Number of Vehicle Check Stops	0.00	0.00	0.00	0.00	0.00
Number of Marine Check Stops	0.00	0.00	0.00	0.00	0.00
Number of Snowmobile Check Stops	0.00	0.00	0.00	0.00	0.00
Number of ATV Check Stops	0.00	0.00	0.00	0.00	0.00
Number of Roadside Check Stops Resulting in an Approved Screening Device Test (ASD)	0.00	0.00	0.00	0.00	0.00
Number of First Occurrence, 3-day Warn-Range Suspensions	0.00	0.00	0.00	0.00	0.00
Number of Second Occurrence, 7-day Warn-Range Suspensions	0.00	0.00	0.00	0.00	0.00
Number of Third or Subsequent Occurrences, 30-day Warn-Range Suspensions	0.00	0.00	0.00	0.00	0.00
Number of Breath Tests resulting in BAC over 0.08% (90-day ADLS)	0.00	0.00	0.00	0.00	0.00
Number of ASD or Breath Test refusals (90-day ADLS)	0.00	0.00	0.00	0.00	0.00
Number of Intoxilyzer Refusals (90-day ADLS)	0.00	0.00	0.00	0.00	0.00
Number of Persons Charged with Criminal Code Offences	0.00	0.00	0.00	0.00	0.00
Number of Persons Charged with Liquor License Act Offences	0.00	0.00	0.00	0.00	0.00
Number of Persons Charged with Highway Traffic Act Offences	0.00	0.00	0.00	0.00	0.00
Number of Persons Charged with Other Offences	0.00	0.00	0.00	0.00	0.00

PLEASE DESCRIBE THE OFFENCES COMMITTED, IF YOU HAVE INDICATED "Number of Persons Charged with Other Offences"
(e.g. CDSA, CCA, CAIC, MSVA, FWCA, TPA, etc.):

CERTIFICATE OF INSURANCE


This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer.
This certificate does not amend, extend or alter the coverage afforded by the policies below.

INSURED'S FULL NAME AND MAILING ADDRESS <input type="checkbox"/> Supplementary Schedule	BROKER'S FULL NAME AND MAILING ADDRESS
CORPORATION OF THE TOWN OF FORT FRANCES 320 PORTAGE AVENUE FORT FRANCES, ON P9A 3P9	Gillons' Insurance Brokers Ltd. 326 Church Street Fort Frances, ON P9A 3M5

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE	EXPIRY DATE	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)	
MUNICIPAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE or <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND/OR COMPLETED OPERATIONS <input checked="" type="checkbox"/> EMPLOYERS LIABILITY <input checked="" type="checkbox"/> PERSONAL INJURY <input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY <input type="checkbox"/> NON-OWNED AUTO <input type="checkbox"/> HIRED AUTOMOBILES <input checked="" type="checkbox"/> PROFESSIONAL / MALPRACTICE LIABILITY <input checked="" type="checkbox"/> CROSS LIABILITY <input checked="" type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> ENVIRONMENTAL LIABILITY <input type="checkbox"/> CLAIMS MADE	Subscribing Companies as Identified in CP81853	November 1, 2018	November 1, 2019	BODILY INJURY & PROPERTY DAMAGE EACH OCCURRENCE \$5,000,000 GENERAL AGGREGATE PRODUCTS-COMPLETED/OPERATIONS AGG PERSONAL INJURY INCLUDED MEDICAL PAYMENTS (Any One Person) TENANTS LEGAL LIABILITY INCLUDED NON-OWNED AUTO PROFESSIONAL / MALPRACTICE LIABILITY INCLUDED	
AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE				BODILY INJURY AND PROPERTY DAMAGE COMBINED BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE	
OTHER <input type="checkbox"/> CLAIMS MADE or <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> <input type="checkbox"/>				LIMIT AGGREGATE LIMIT DEDUCTIBLE OCCURRENCE AGGREGATE	
PROPERTY <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Supplementary Schedule				Valuation Deductibles ALL OTHER EARTHQUAKE FLOOD	
ADDITIONAL INSURED NAME <input type="checkbox"/> Supplementary Schedule HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, HER MINISTERS, AGENTS, APPOINTEES AND EMPLOYEES		DESCRIPTION OF OPERATIONS / LOCATIONS / AUTOMOBILES / SPECIAL ITEMS WITH RESPECT TO THE ONTARIO TRANSFER PAYMENT AGREEMENT WITH THE NAMED INSURED FOR THE RIDE PROGRAM			
CERTIFICATE HOLDER - NAME AND MAILING ADDRESS HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF COMMUNITY SAFETY AND CORRECTIONAL SERVICES		CANCELLATION Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice to the certificate holder named on the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its brokers or representatives.			
SUBSCRIBING COMPANIES ON BEHALF OF FRANK COWAN COMPANY LIMITED, AS MANAGING GENERAL AGENT INCLUDING BUT NOT LIMITED TO:					
A.M. BEST RATING					
The Guarantee Company of North America "A"					
Temple Insurance Company "A+"					
Underwriters at Lloyds of London "A"		27			

CERTIFICATE OF INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer.
This certificate does not amend, extend or alter the coverage afforded by the policies below.

INSURED'S FULL NAME AND MAILING ADDRESS <input type="checkbox"/> Supplementary Schedule CORPORATION OF THE TOWN OF FORT FRANCES 320 PORTAGE AVENUE FORT FRANCES, ON P9A 3P9	BROKER'S FULL NAME AND MAILING ADDRESS Gillons' Insurance Brokers Ltd. 326 Church Street Fort Frances, ON P9A 3M5
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COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE	EXPIRY DATE	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)	
MUNICIPAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE or <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND/OR COMPLETED OPERATIONS <input checked="" type="checkbox"/> EMPLOYERS LIABILITY <input checked="" type="checkbox"/> PERSONAL INJURY <input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY <input type="checkbox"/> NON-OWNED AUTO <input type="checkbox"/> HIRED AUTOMOBILES <input checked="" type="checkbox"/> PROFESSIONAL / MALPRACTICE LIABILITY <input checked="" type="checkbox"/> CROSS LIABILITY <input checked="" type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> ENVIRONMENTAL LIABILITY <input type="checkbox"/> CLAIMS MADE	Subscribing Companies as Identified in CP81853	November 1, 2018	November 1, 2019	BODILY INJURY & PROPERTY DAMAGE EACH OCCURRENCE GENERAL AGGREGATE PRODUCTS-COMPLETED/OPERATIONS AGG PERSONAL INJURY MEDICAL PAYMENTS (Any One Person) TENANTS LEGAL LIABILITY NON-OWNED AUTO PROFESSIONAL / MALPRACTICE LIABILITY OCCURRENCE LIMIT	\$5,000,000 AGGREGATE AGGREGATE
AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE				BODILY INJURY AND PROPERTY DAMAGE COMBINED BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE	
OTHER <input type="checkbox"/> CLAIMS MADE or <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>				LIMIT LIMIT OCCURRENCE	AGGREGATE DEDUCTIBLE AGGREGATE
PROPERTY <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Supplementary Schedule				Valuation Deductibles ALL OTHER EARTHQUAKE FLOOD	
ADDITIONAL INSURED NAME <input type="checkbox"/> Supplementary Schedule HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, HER MINISTERS, AGENTS, APPOINTEES AND EMPLOYEES Interest to Insured "With respect to Liability Only"		DESCRIPTION OF OPERATIONS / LOCATIONS / AUTOMOBILES / SPECIAL ITEMS WITH RESPECT TO THE ONTARIO TRANSFER PAYMENT AGREEMENT WITH THE NAMED INSURED FOR THE RIDE PROGRAM			
CERTIFICATE HOLDER - NAME AND MAILING ADDRESS HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF COMMUNITY SAFETY AND CORRECTIONAL SERVICES		CANCELLATION Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice to the certificate holder named on the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its brokers or representatives.			
SUBSCRIBING COMPANIES ON BEHALF OF FRANK COWAN COMPANY LIMITED, AS MANAGING GENERAL AGENT INCLUDING BUT NOT LIMITED TO:		<div style="text-align: right; font-family: cursive; font-size: 1.2em;">Blayne Melvaer</div>			
The Guarantee Company of North America "A" Temple Insurance Company "A+" Underwriters at Lloyds of London "A"		<div style="text-align: center;">27</div>			

