



**REGIONAL MUNICIPALITY OF NIAGARA
POLICE SERVICE BOARD
PUBLIC AGENDA**

**Thursday, February 27, 2025, 9:30 am
Niagara Regional Police Service - Headquarters
Community Room 1st Floor, 5700 Valley Way, Niagara Falls**

*To view the live-stream meeting proceedings, please visit
<https://calendar.niagarapolice.ca/meetings>*

Pages

1. **CALL TO ORDER**
2. **LAND ACKNOWLEDGEMENT STATEMENT**
3. **DECLARATIONS OF CONFLICT/PECUNIARY INTEREST**
4. **ADOPTION OF MINUTES**
 - 4.1 **Minutes of the Public Board Meeting held Thursday, January 23, 2025** 6

That the Minutes of the Public Board Meeting held Thursday, January 23, 2025 be adopted as circulated.
5. **REPORTS FROM BOARD CHAIR**
6. **REPORTS FROM THE CHIEF OF POLICE**
7. **PRESENTATIONS**
 - 7.1 **NRPS Training - Community Safety and Policing Act (CSPA)** 16

Presentation on the NRPS Training Unit and the operational and infrastructure demands as a result of the mandated training requirements under the Community Safety and Policing Act, 2019 (CSPA).

That the presentation be received.
8. **CONSENT AGENDA**
 - 8.1 **Quarterly Report - Niagara Parks Police Service Special Constables - October 1 to December 31, 2024** 28

Correspondence dated January 21, 2025 from Chief Paul Forcier, Niagara Parks Police Service, providing a quarterly report about complaints, use of force, discipline and arrests associated to officers designated as Special Constables and employed with the Niagara Parks Police Service.

8.2	Quarterly Report - Overtime Activities Incurred by NRPS - October 1 to December 31, 2024	32
	Service report dated January 30, 2025 providing the Board with a five-year uniform and civilian quarterly and year-to-date overtime trend analysis.	
8.3	Semi-Annual Report - Administration of the Internal Complaints Against Police Officers - May 24 to December 31, 2024	37
	Service report dated February 6, 2025 submitted in accordance with the semi-annual reporting requirements set out in Board By-Law 514-2024.	
8.4	Annual Report - Administration of Internal Complaint System for Conduct of Special Constables - May 23 to December 31, 2024	40
	Service report dated February 6, 2025 submitted in accordance with the annual reporting requirements set out in Board By-Law 515-2024.	
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	Service report dated February 5, 2025 submitted in accordance with the annual reporting requirements set out in Board By-Law 509-2024.	
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	Service report dated January 27, 2025 submitted in accordance with the annual reporting requirements set out in Board By-Law 465-2024.	
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	Service report dated January 30, 2025 submitted in accordance with the annual reporting requirements set out in Board By-Law 466-2024.	
8.8	Annual Report - Collection of Identifying Information- Prohibition Duties - January 1 to December 31, 2024	52
	Service report dated January 22, 2025 submitted in accordance with the annual reporting requirements set out in Board By-Law 468-2024.	
8.9	Annual Report - Conflicts of Interest of Police Service Members - January 1 to December 31, 2024	58
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8.10	Annual Report - Criminal Intelligence Unit - January 1 to December 31, 2024	61
	Service report dated January 23, 2025 submitted in accordance with the annual reporting requirements set out in Board By-Law 441-2024.	

8.11	Annual Report - Drug Investigations - January 1 to December 31, 2024	66
	Service report dated February 3, 2025 submitted in accordance with the annual reporting requirements set out in Board By-Law 443-2024.	
8.12	Annual Report - Fundraising for Service Related Organizations - January 1 to December 31, 2024	72
	Service report dated January 31, 2025 submitted in accordance with the annual reporting requirements set out in Board By-Law 414-2024.	
8.13	Annual Report - Hate-Bias Motivated Crimes and Hate Propaganda Offences - January 1 to December 31, 2024	75
	Service report dated February 4, 2025 submitted in accordance with the annual reporting requirements set out in Board By-Law 447-2024.	
8.14	Annual Report - Informants and Agents - January 1 to December 31, 2024	81
	Service report dated January 20, 2025 submitted in accordance with the annual reporting requirements set out in Board By-Law 449-2024.	
8.15	Annual Report - Major Incident Command - January 1 to December 31, 2024	84
	Service report dated January 27, 2025 submitted in accordance with the annual reporting requirements set out in Board By-Law 482-2024.	
8.16	Annual Report - Marked Patrol Vehicles - January 1 to December 31, 2024	89
	Service report dated February 10, 2025 submitted in accordance with the annual reporting requirements set out in Board By-Law 484-2024.	
8.17	Annual Report - Occupational Health and Safety - January 1 to December 31, 2024	92
	Service report dated January 24, 2025 submitted in accordance with the annual reporting requirements set out in Board By-Law 419-2024.	
8.18	Annual Report - Police Action at Labour Disputes - January 1 to December 31, 2024	94
	Service report dated February 5, 2025 submitted in accordance with the annual reporting requirements set out in Board By-Law 487-2024.	
8.19	Annual Report - Public Order Units - January 1 to December 31, 2024	97
	Service report dated January 27, 2025 submitted in accordance with the annual reporting requirements set out in Board By-Law 495-2024.	
8.20	Annual Report - Solicitation and Acceptance of Public Donations, Sponsorships or Private Sector Funding Arrangements - January 1 to December 31, 2024	103
	Service report dated January 31, 2025 submitted in accordance with the annual reporting requirements set out in Board By-Law 424-2024.	

8.21 Reserve Fund Continuity Schedule - Period ending December 31, 2024 106

Service report dated February 7, 2025 submitted in accordance with the Board's Financial Reporting, Control and Procurement By-Law (No. 412-2024) and the Region's Reserve and Reserve Fund Policy (C-F-013) to provide a status report outlining the appropriate use and funding of all Niagara Regional Police Service and Board reserves.

That the information be received.

9. NEW BUSINESS

9.1 Financial Variance Overview - Year Ending December 31, 2024 112

Service report dated February 7, 2025 submitted in accordance with the Board's Financial Reporting, Control and Procurement By-Law (No. 412-2024) to provide an analysis of the 2024 year-end financial results for the Niagara Regional Police Service and Board, and including the Service's recommended reserve transfers to offset the one-time costs associated with the implementation of the Community Safety and Policing Act (CPSA) 2019 and the Ontario Police Video Training Alliance (OPTVA) operating expenses.

That subject to the approval by the Regional Council of the Consolidated Regional Year End Transfer Report, the Niagara Police Service Board approve the following transfers:

1. **\$38,801.00 from the Ontario Police Video Training Alliance (OPVTA) Reserve Fund mitigating a deficit in the current year operations in accordance with the Niagara Region Reserve and Reserve Funds Policy C-F-013; and**
2. **\$501,663.58 from the Police Contingency Reserve Fund to fund one-time 2024 expenditures related to the implementation of the Community Safety and Policing Act, 2019 (CSPA).**

9.2 Renewal of TELUS Corporate Customer Agreement - Wireless Services 122

Service report dated February 4, 2025 requesting the Board approve renewing the Wireless Services Customer Agreement with TELUS for the provision of wireless voice and data services, discounted mobile smartphone devices, and premium support services.

That the Niagara Police Service Board approve the Wireless Services Corporate Customer Agreement with TELUS, at an annual cost will be \$399,000.00 plus HST (net of rebates) as attached to the report and authorize the Chief of Police to execute the agreement on behalf of the Board.

9.3 Annual Report - Missing Persons - January 1 to December 31, 2024 154

Service report dated January 20, 2025 submitted in accordance with the annual reporting requirements set out in Board By-Law 485-2024.

That the report be provided to the Ministry of the Solicitor General and be posted on the Niagara Regional Police Service website, pursuant to Section 8 (2) of the Missing Persons Act, 2018.

9.4 Quarterly Report - Special Fund Activity - Period of October 1 to December 31, 2024

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Service report dated January 30, 2025 submitted in accordance with the quarterly reporting requirements set out in Board By-law 403-2024, and recommending the account's excess funds be donated to the Niagara Regional Police Foundation.

That the Niagara Police Service Board waive section 8.1 of Board By-Law 403-2024, Administration, Limitations, and Guidelines of the Special Fund, and approve a transfer in the amount of \$77,920.90 to the Niagara Regional Police Foundation.

9.5 Special Fund Requests

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Service and Board reports requesting Board authorization of the following Special Fund donations:

1. Ontario Association of Police Service Boards (OAPSB) Spring Conference and Annual General Meeting - \$1,000;
2. Socks for Change Program - \$1,500;
3. Greater Niagara Chamber of Commerce Women in Niagara - International Women's Day Event - \$903.89;
4. Communications Unit/Telecommunicator Week - \$2,000;
5. NRPS Men's Jimmy Williams Hockey Team - \$1,500;
6. NRPS Women in Police ISN Lunch and Learn Initiative - \$3,000;
7. NRPS FilmFest - \$5,000; and
8. United Way Campaign Celebration Breakfast - \$400.

That the Board authorize the Special Fund donations and approve payment as outlined in the reports.

10. OTHER NEW BUSINESS

11. IN CAMERA REPORTS

12. MOTION FOR CLOSED SESSION

That the Board move into Closed Session for consideration of confidential matters pursuant to Section 44 of the Community Safety and Policing Act, namely for subject-matter related to potential litigation, human resources matters, information supplied in confidence by the Ministry of the Solicitor General and from vendors for contract awards, as well as legal matters that are subject to solicitor-client privilege.

13. ADJOURNMENT



REGIONAL MUNICIPALITY OF NIAGARA
POLICE SERVICE BOARD
PUBLIC MINUTES

Thursday, January 23, 2025
Niagara Regional Police Service - Headquarters
Community Room 1st Floor, 5700 Valley Way, Niagara Falls

PSB MEMBERS:

P. Chiocchio, Chair
N. Kapisavanhu, Vice Chair
K. Gibson, Board Member
J. Lawson, Board Member
T. McKendrick, Board Member
B. Steele, Board Member

W. McKaig, Board Solicitor
D. Reid, Executive Director
D. Cichocki, Executive Assistant

REGRETS:

L. Ip, Board Member

NRPS MEMBERS:

Chief B. Fordy
Deputy Chief L. Greco, Support Services
Deputy Chief T. Waselovich, Operational Services
A/Deputy Chief M. Lagrotteria, Community Services
C. Gauley, General Counsel
A. Askoul, Director of Information Technology
L. Blood, Director of Human Resources
L. Rullo, Director of Finance and Asset Management
Superintendent D. Forbes, Emergency Service
Superintendent P. Koscinski, Executive Services
Superintendent D. Masotti, Emergency Investigative Services
Superintendent S. Staniforth, Operational Support
Inspector N. Dave, Executive Officer to Chief of Police
Inspector R. LaPlante, 1 District
Inspector J. Nesbit, Duty Office
D/Sergeant N. Abbott, Executive Officer to D/C Operational Services
D/Sergeant R. Aceti, Executive Officer to D/C Support Services
Sergeant J. Bootsma, CORE Unit
Constable K. McLaren, CORE Unit
H. Perez, Corporate Analyst
R. Audeh, Corporate Strategy and Innovation Manager
S. Sabourin, Corporate Communications Manager
M. Asher, Executive Assistant to the Chief

1. CALL TO ORDER

The Public Meeting of the Niagara Police Service Board commenced at 9:35 am.

2. LAND ACKNOWLEDGEMENT STATEMENT

The Board began its meeting by acknowledging that the Niagara Region is situated on treaty land. This land is steeped in the rich history of the First Nations such as the Hatiwendaronk, the Haudenosaunee, and the Anishinaabe, including the Mississauga's of the Credit First Nation. There are many First Nations, Métis, and Inuit people from across Turtle Island that live and work in Niagara today. The Regional Municipality of Niagara Police Service Board stands with all Indigenous people, past and present, in promoting the wise stewardship of the lands on which we live.

3. DECLARATIONS OF CONFLICT/PECUNIARY INTEREST

There were no declarations of conflict or pecuniary interest.

4. ADOPTION OF MINUTES

4.1 Minutes of the Public Board Meeting held Thursday, December 19, 2024

Moved by: K. Gibson
Seconded by: J. Lawson

That the Minutes of the Public Board Meeting held Thursday, December 19, 2024 be adopted as circulated.

Carried

4.2 Minutes of the Special Public Board Meeting held Thursday, January 9, 2025

Moved by: N. Kapisavanhu
Seconded by: J. Lawson

That the Minutes of the Special Public Board Meeting held Thursday, January 9, 2025 be adopted as circulated.

Carried

5. REPORTS FROM BOARD CHAIR

CAPG Winter Governance Summit - The Canadian Association of Police Governance hosted a Police Governance Summit from January 6-7 in Ottawa. The theme of the summit was "Strategic Leadership: From Costing to Culture – Building Your Police Governance Knowledge in a Changing Society." The Summit featured several keynote speakers including the Inspector General of Policing, and subject matter experts from the Durham, Halton, and Ottawa Police Services as well as the UK Police Foundation. Sessions covered Strategic Planning for IT, Adequate and Effective Policing, C.O.R.E. (Community Outreach, Response and Engagement), Lessons Learned from Police Austerity Measures and Service Delivery in the UK. The Summit also included group workshops and networking opportunities. Chair Chiocchio, Vice Chair Kapisavanhu, Members Gibson and Lawson and Executive Director Reid attended the Summit.

CAPG Executive Director/Chair Quarterly Meeting - On January 14, the Canadian Association of Police Governance hosted its quarterly meeting for Police Service Board Executive Directors and Board Chairs. These quarterly meetings are designed to facilitate discussions about common issues related to police service boards, commissions, and advisory boards; and to provide a forum where participants can share ideas about best practice approaches. Chair Chiocchio and Executive Director Reid attended the event, which was held virtually.

CAPG Webinar Sessions - The Canadian Association of Police Governance hosts monthly webinars as part of their educational strategy to keep Police Boards and Police Executives across Canada apprised of issues currently affecting the policing community. A webinar titled "Case Control Study of Police Resignations in London, Ontario," was held on January 21. An upcoming

webinar is scheduled for January 29 at 1:00 pm titled “Staffing Levels and Response Times: Considering American-based Research when Canadian Police Service Boards are Assessing Police Service Budget Proposals and Strategic Planning”. Recorded copies of all webinars are sent to Board Members for their viewing.

Retirement Celebration - The Niagara Parks Police hosted a retirement celebration for Inspector Chris Gallagher on January 21 in Niagara Falls. Member Lawson attended the celebration on behalf of the Board.

NRPS Recruit Graduation Ceremony - The Service will be holding a Recruit Graduation ceremony on January 23, from 5 pm – 7 pm, in the Community Room at Police Headquarters. The ceremony will recognize four (4) new recruits and two (2) currently serving police officers who are joining the Niagara Regional Police Service, and one (1) Niagara Parks Police Special Constable. Chair Chiocchio, Vice Chair Kapisavanhu, Member Lawson and Executive Director Reid will be attending the ceremony.

NRPA Recognition Levee - President Pat McGilly - On January 24, the Niagara Region Police Association will be hosting a Recognition Levee at Ravine Vineyard in St. David’s from 5 pm – 9 pm. Chair Chiocchio, Members Lawson, Gibson, McKendrick, Steele and Board Solicitor McKaig will be attending the levee.

PAO Employment Conference - The Police Association of Ontario (PAO) is holding its annual Employment Conference on February 25-26 at the Toronto Airport Marriott Hotel. The conference is a premier event for representatives of police associations and employers to come together and tackle the most pressing issues currently impacting police workplaces. Discussions will focus on a variety of topics including, the Community Safety and Police Act; collective bargaining developments, best practices, and challenges; the implications of Ontario’s new statutory framework, and police disciplinary and human rights decisions. Chair Chiocchio, Vice Chair Kapisavanhu, Member Lawson, Executive Director Reid and Board Solicitor McKaig will be attending the conference.

Police Foundation – Program Launch - The Board and Service are proud to announce the establishment of the Niagara Regional Police Foundation. This is a new initiative designed to raise funds that will support crime prevention and community programs that enhance public safety and provide citizens, community organizations and corporations with the opportunity to contribute through donations or sponsorships to advance the Foundation’s mission and objectives. The Board has developed the selection process for the inaugural Board of Directors. A media release is being issued today with further details about the Foundation and the application process. Individuals interested in applying for a position on the inaugural Board are invited to apply through the Police Service website at www.niagarapolice.ca

6. REPORTS FROM THE CHIEF OF POLICE

Chief Fordy congratulated Pat Chiocchio on his new position as Board Chair and Nyarayi Kapisavanhu on her second term as Board Vice Chair. Also, on behalf of the Service, he extended thanks to Member Jen Lawson for her recent tenure as Board Chair.

Community Safety:

The year 2024 ended with a record high number of homicides in Niagara at 15.

As a result of the Service’s proactive staffing measures that were in place for New Years Eve, there were no incidents of concern for the crowds that gathered in Niagara Falls.

As a result of the Board and Region’s support during the 2025 budget process, leadership has been attending platoon and unit briefings to share information with members with respect to the Service’s organizational structure and to hear members’ thoughts on other ways the Service can improve.

Through the holiday season, the NRPS engaged in several RIDE programs led by the Traffic Enforcement Unit with a visible deterrence and proactive measures to keep Niagara’s roads safe.

In late December, the Service had a series of vandalism incidents in Niagara on the Lake involving damage to parked cars. Officers from 1 and 2 District were able to make an arrest as a result of excellent collaborative police work. Significant feedback was received from the community and Niagara on the Lake's Lord Mayor.

On October 28, the Service implemented new software for police records checks, which has resulted with a 51% decrease in the overall queue of applications waiting to be processed. The turnaround time has also decreased from 12 weeks to approximately seven (7) weeks. The Service anticipates continued improvement as it transitions from the old system to the new one by May 1, to which it is anticipated that beginning in early summer, with full implementation of the new system, the turnaround for the majority of applications will be less than two (2) weeks.

On January 28, members of the leadership team received a presentation on Authentic Leadership by Dr. Natalie Laidler Kylander of Harvard University. The information focused on how personality dimensions can help leverage strengths while developing Authentic Leadership. This was an opportunity to encourage continued learning, growth and improvement in all our roles of the police service.

Community Engagement:

January 1, 2025 - The Service attended a Lighting of the Menorah event at Chabad Niagara Synagogue in Niagara on the Lake to celebrate the holidays with the Jewish community.

January 5, 2025 - The Equity, Diversity and Inclusion (EDI) Unit attended Brock University for their New International Student Welcome Event; allowing students from other countries where policing has many different forms to witness the NRPS in a positive and helpful light.

January 8, 2025 - The recruit class who recently finished their time at Ontario Police College (OPC) went on a NRPS Diverse and Indigenous Communities Tour. While in St. Catharines, they visited the Salem Chapel, also known as the Harriet Tubman Church, the Congregation B'nai Israel Synagogue and YMCA Employment and Immigration Services. They also visited the Peace Mosque in Niagara Falls and the Fort Erie Native Friendship Centre. These tours are part of the Service's ongoing training of all new recruits in gaining an appreciation and understanding of the many faiths and cultures within Niagara.

January 9 & 10, 2025 - The Equity, Diversity and Inclusion (EDI) Unit attended Niagara College and Niagara University for their Student Services Fairs.

January 13, 2025 – The Service met with St Catharines Mayor Mat Siscoe to discuss properties of concern in the City.

January 15, 2025 – The Equity, Diversity and Inclusion (EDI) Unit attended Sacre-Coeur Elementary School in Welland and presented to Grade 7 and 8 students on racism, hate crimes, and policing in Niagara.

January 16, 2025 - The Equity, Diversity and Inclusion (EDI) Unit and NRPS Indigenous Liaison Officers met with the Region of Niagara EDI Unit and Indigenous Relations Team to discuss current training strategies and upcoming opportunities for collaboration and partnership.

January 18, 2025 - The Equity, Diversity and Inclusion (EDI) Unit attended the Fort Erie Multicultural Centre to speak with the Adult ESL students and staff about the work of the Unit, as well as recognizing and reporting hate crimes.

January 21, 2025 – The Service met with Betty Lou Souter of Community Care in support of this agency that continues to do great work in assisting those in need in the community with food, clothing and access to shelter services. While there, the Service presented a cheque for \$10,000 that was raised through the NRPS Holiday Hero Campaign which included a student colouring contest and the winning submissions being illustrated on the Service's holiday cards.

January 21, 2025 – The Service attended the Niagara Region as part of the Community Safety and Well Being Plan to discuss effective and compassionate best practices in dealing with this complex issue that affects so many individuals.

Member Wellness:

The Member Wellness Committee has offered members and their families the opportunity to participate in an 8-week challenge involving healthy eating guides, recipes and physical activity options aimed at improving member health and wellness, and that of their families.

Chief Fordy conveyed well wishes to an officer that was seriously injured on January 18 during a domestic disturbance incident. The response across the membership was incredible in regard to how officers responded to the scene and provided life saving measures to the injured officer, and to the ongoing support that continues to be shown to the officer and his family from both uniform and civilian members. Chief Fordy also commended officers on how they dealt with the accused and are now handling the investigation. He further acknowledged the Board and thanked them for the support shown to the affected officer and for their ongoing support to members Service wide on so many various occasions.

At the end of last year, on December 20, the Service hosted Solicitor General Michael Kerzner at the Rainbow Bridge and Peace Bridge to see first hand the operational processes that are implemented at those border crossings. This included secondary truck inspections (Peace Bridge), detection technology, viewing current equipment including drones and boats and meeting officers and staff responsible for these areas. Members of the NRPS, RCMP, OPP, CBSA and the NPP participated in a joint show of law enforcement efforts in border security and collaboration at the municipal, provincial and federal levels. This attendance by Solicitor General Kerzner was an opportunity to show the Service's level of commitment along the borders and their geographical position as a major law enforcement presence. It also presented an opportunity to discuss the prospect of the Service's eligibility to receive additional resources to enhance security along the border areas of Niagara Region.

The Service recently announced its Hybrid Work Program to all members. After an extensive process, key details of the program included positions identified as suitable for remote work; voluntary participation and a formal application required; details of how remote work takes place including equipment and appropriate work areas at home and supervisors' responsibility and oversight for those in the program. The hybrid work program aims to provide greater flexibility for eligible civilian employees by allowing remote work in positions where feasible and approved members can begin remote work starting February 1. In closing, Chief Fordy did stress that ensuring service delivery and community safety remains the top priority of the Niagara Regional Police Service.

Chair Response to Chief's Comments on NRPS Officer Seriously Injured

On behalf of the Board, Chair Chiochio expressed gratitude for the professionalism and compassion demonstrated by the Chief and Deputies, Senior Officers, and all Service Members - both uniformed and civilian, who have supported the officer during this difficult time. The Board's thoughts are with the officer, his family, and everyone in the Service affected by this serious incident. The Board offered its heartfelt prayers for healing and recovery, both physically and mentally, for everyone involved.

7. PRESENTATIONS

7.1 Use of Body Worn Cameras by Law Enforcement Agencies Update

Presentation and Service report dated January 13, 2025 providing the Board with a report for consideration of the implementation and deployment of Body Worn Cameras (BWC).

Moved by: T. McKendrick
Seconded by: B. Steele

That the Niagara Regional Police Service Board approve the recommendations as set out in the report for consideration of the implementation and deployment of Body-Worn Cameras (BWC) in 2026.

Carried

8. CONSENT AGENDA

8.1 Inspectorate of Policing - Inspector General Memorandum No. 2 - Changes to the CSPA, 2019 and Revised Advisory Bulletin 1.1

Inspector General of Policing Memorandum dated January 15, 2024 from Ryan Teschner, Inspector General of Policing of Ontario, providing Revised Advisory Bulletin 1.1: How Policing is Delivered in Ontario and Associated Compliance Requirements, to which amendments were made to section 19 of the Community Safety and Policing Act, 2019, upon Royal Assent of the Safer Streets, Stronger Communities Act, 2024 received December 4, 2024.

8.2 Quarterly Report - Brock University Campus Safety Services Special Constables - October 1 to December 31, 2024

Report dated January 7, 2025 from Scott Johnstone, Acting Vice President, Administration, Brock University, providing a quarterly report about complaints, use of force, discipline and arrests associated to officers designated as Special Constables and employed with Brock University Campus Safety Services.

8.3 Quarterly Report - Administration of the Public Complaints System - October 1 to December 31, 2024

Service report dated December 31, 2024 submitted in accordance with the quarterly reporting requirements set out in Board By-law 434-2024.

8.4 Quarterly Report - Authorized Strength as at January 2, 2025

Service report dated January 3, 2025 providing a summary of the actual versus the authorized strength by rank/salary band of the uniform and civilian complement of the Niagara Regional Police Service.

8.5 Quarterly Report - Overtime Activities Incurred by the NRPS - July 1 to September 30, 2024

Service report dated December 30, 2024 providing the Board with a five-year uniform and civilian quarterly and year-to-date overtime trend analysis.

8.6 Annual Report - Police Service Board Activities - January 1 to December 31, 2024

Report dated January 13, 2025 from Deb Reid, Executive Director, Niagara Police Service Board, providing the Board with an annual report on Board activities for the year 2024.

8.7 Annual Report - Disclosure of Secondary Employment - January 1 to December 31, 2024

Service report dated December 19, 2024 submitted in accordance with the annual reporting requirements set out in Board By-law 433-2024.

8.8 Annual Report - Promotion of Service Members - January 1 to December 31, 2024

Service report dated December 31, 2024 submitted in accordance with the annual reporting requirements set out in Board By-law 519-2024.

8.9 Indirect Allocation Budget - Regional Corporate Charges and Debt Costs

Service report dated December 24, 2024 providing details of the indirect allocation and debt costs allocated to the Service's 2025 budget in the total amount of \$18,267,382.00, representing a 9.0% decrease over the 2024 budget.

Moved by: T. McKendrick
Seconded by: N. Kapisavanhu

That the information be received.

Carried

9. NEW BUSINESS

9.1 Request to Prepare Service Level Agreements for PSB-RMON Shared Services

Service report dated December 12, 2024 requesting the Board direct the Chief to prepare Service Level Agreements (SLAs) between the Board and the Region for the shared services charged back to the NRPS and that these SLAs address any inherent risks associated with contracted shared services and establish the responsibilities and requirements of the Board and the Region; and consider other potential shared services where common needs are identified.

Moved by: J. Lawson
Seconded by: T. McKendrick

That the Niagara Police Service Board direct the Chief of Police to prepare Service Level Agreements (SLAs) with the Niagara Region for shared resources charged to the Board through indirect allocations;

And further, that all final agreements be submitted to the Board for approval.

Carried

9.2 Enterprise Storage Expansion - Technical Crimes

Service report dated January 13, 2025 requesting Board approval of the single source purchase of the storage expansion for the Technical Crimes Unit to Dell Technologies in the amount of \$189,818.02, net of HST rebates, with funding available in the 2024 Enterprise Storage capital budget.

Moved by: B. Steele
Seconded by: K. Gibson

That the Niagara Police Service Board approve the single source purchase of storage expansion equipment for the Technical Crimes Unit to Dell Technologies in the amount of \$189,818.02, net of HST rebates, with funding available in the 2024 Enterprise Storage capital budget.

Carried

9.3 Replacement of Patrol Vehicles - Grimsby Ford

Service report dated January 13, 2025 requesting Board approval of the purchase award for 15 replacement patrol vehicles to Grimsby Ford in the amount of \$836,365.00 including HST, under the Police Cooperative Purchasing Group (PCPG), with funding available in the 2025 Capital Budget Vehicle Replacement Project.

Moved by: N. Kapisavanhu
Seconded by: J. Lawson

That the Niagara Police Service Board award the purchase contract to Grimsby Ford, to purchase 15 replacement patrol vehicles for \$836,365.00 CAD, including HST, under the Police Cooperative Purchasing Group, with funding available in the 2025 Capital Budget Vehicle Replacement Project.

Carried

9.4 Approval for Public Donation - NRPS Canine Unit

Service report dated December 24, 2024 requesting the Board approve a donation from the estate of Irene May Gladwell to the NRPS Canine Unit. This will be the second donation from said estate in which the funds will be used to enhance the safety and security of Niagara citizens while in keeping with the approval criteria set out in Article 9 of Board By-Law 424-2024 Solicitation and Acceptance of Public Donations, Sponsorships or Private Sector Funding Arrangements.

Moved by: T. McKendrick
Seconded by: B. Steele

That the Niagara Police Service Board approve a public donation from the estate of Irene May Gladwell in the amount of \$142,500.00 to the Niagara Regional Police Service's Canine Unit.

Carried

9.5 Special Fund Request - Gillian's Place

Correspondence dated January 14, 2025 from Deb Reid, Executive Director, Niagara Police Service Board, providing a letter received from Graeme Dargavel, Director of Development & Communications, Gillian's Place, requesting the Board consider sponsorship of the Breakfast to End Gender-Based Violence event being held March 25, 2025 at Club Roma. (*Previous donations: 2015 - \$500; 2024 - \$2,000*)

Moved by: J. Lawson
Seconded by: T. McKendrick

That the Niagara Police Service Board approve a donation in the amount of \$1,000.00 from the Special Fund to Gillian's Place for their "Breakfast to End Gender-Based Violence" event.

Carried

9.6 Special Fund Request - International Hockey Tournament - NRPS Women's Team

Service report dated December 4, 2024 requesting the Board approve a donation to help offset expenses incurred by the NRPS Women's Hockey Team while participating in the 2025 International Police Hockey Tournament being held in Durham Region, Ontario, from February 27-28, 2025. (*Previous donations: 2006-2019 - \$500; 2020 - \$700; 2022 - \$500; 2023-2024 - \$1,500*)

Moved by: B. Steele
Seconded by: K. Gibson

That the Niagara Police Service Board approve a Special Fund donation in the amount of \$1,500.00 in support of the NRPS Women's Hockey Team at the 2025 International Police Hockey Tournament.

Carried

9.7 Special Fund Request - International Hockey Tournament - NRPS Men's Recreational 'D' Team

Service report dated December 5, 2024 requesting the Board approve a donation to help offset expenses incurred by the NRPS Men's Recreational 'D' Hockey Team while participating in the 2025 International Police Hockey Tournament being held in Durham Region, Ontario, from February 27-28, 2025. (*Previous donations: 2006-2019 - \$500; 2020 - \$700; 2022 - \$500; 2023-2024 - \$1,500*)

Moved by: J. Lawson
Seconded by: N. Kapisavanhu

That the Niagara Police Service Board approve a Special Fund donation in the amount of \$1,500.00 in support of the NRPS Men's Recreational 'D' Hockey Team at the 2025 International Police Hockey Tournament.

Carried

9.8 Special Fund Request - Coldest Night of the Year Fundraising Walk

Service report dated January 14, 2025 requesting the Board approve a donation for sponsorship of the NRPS team members participating in the Coldest Night of the Year Fundraising Walk being held February 22, 2025 to raise money for the Start Me UP Niagara and Project Share charitable organizations. (*This is a first-time donation request.*)

Moved by: J. Lawson
Seconded by: T. McKendrick

That the Niagara Police Service Board approve a Special Fund donation in the amount of \$2,000.00 as sponsorship for the NRPS members participating in the Coldest Night of the Year Fundraising Walk to raise funds for Start Me Up Niagara and Project Share.

Carried

9.9 Police Service Board - 2025 Committee Representation

Report dated January 15, 2025 from Deb Reid, Executive Director, Niagara Police Service Board, requesting the Board confirm the mandate and membership of Board Committees for 2025.

Moved by: K. Gibson
Seconded by: B. Steele

That the Board approve the Committee mandate as outlined in the report and confirm its Committee membership for 2025.

Carried

10. OTHER NEW BUSINESS

There was no other new business or items discussed.

11. IN CAMERA REPORTS

11.1 Special Investigations Unit – Case Number 23-OCD-166 – Incident of May 3, 2023

Service report dated November 20, 2024 advising that the SIU concluded their investigation in this matter and found no grounds for criminal charges against the subject officials, and also advising that in compliance with S.32 of Ontario Regulation 268/10 made under the Police Services Act, the Service completed its review and investigation into this matter and concluded that there are no identified policy/service/officer conduct issues.

11.2 Special Investigations Unit – Case Number 24-OCI-135 - Incident of August 6, 2023

Service report dated November 20, 2024 advising that the SIU concluded their investigation in this matter and found no grounds for criminal charges against the subject official, and also advising that in compliance with S.32 of Ontario Regulation 268/10 made under the Police Services Act, the Service completed its review and investigation into this matter and concluded that there are no identified policy/service/officer conduct issues.

11.3 Special Investigations Unit – Case Number 24-OCI-229 – Incident of May 31, 2024

Service report dated November 20, 2024 advising that the SIU concluded their investigation in this matter and found no grounds for criminal charges against the subject official, and also advising that in compliance with S.32 of Ontario Regulation 268/10 made under the Police Services Act, the Service completed its review and investigation into this matter and concluded that there are no identified policy/service/officer conduct issues.

Moved by: N. Kapisavanhu
Seconded by: B. Steele

That, in accordance with Board direction, the above noted in camera reports be made available to the public.

Carried

12. MOTION FOR CLOSED SESSION

Moved by: T. McKendrick
Seconded by: J. Lawson

That the Board move into Closed Session for consideration of confidential matters pursuant to Section 44 of the Community Safety and Policing Act, namely for subject-matter related to potential litigation, human resources matters, information supplied in confidence by the Ministry of the Solicitor General and from vendors for contract awards, as well as legal matters that are subject to solicitor-client privilege.

Carried

13. ADJOURNMENT

The Public Meeting adjourned at 10:54 am.

Pat Chiocchio, Chair

Deb Reid, Executive Director

CSPA: Impact on Training Unit

February 2025



TRAINING UNIT OVERVIEW

- The NRPS Training Unit is part of the Executive Services umbrella
- The Training Unit is composed of:
 - 1 Staff Sergeant
 - 2 Sergeants
 - 16 Constables (Expanded +5 in January 2025)
- 3 Classrooms, 1 Range, 1 DT Room, 1 CQB
- Traditional Assignments: In Service Training, Pre and Post OPC Training, Auxiliary Constable Training, Police Bicycle Operator Training, Patrol Carbine & Shotgun Training



CSPA: WHAT HAS CHANGED?

The CSPA has prescribed wide-reaching training requirements including, but not limited to:

- Patrol Carbine Training
- Immediate Rapid Deployment (IRD/Active Attacker)
- Incident Command/Incident Management Training
- Special Constable Training
- Mental Health Crisis Response Training (MHCRT)
- Specialized Unit Training
 - Forensics, Investigations, Thematic Training



ENSURING SUCCESS: TRAINING UNIT EXPANSION

- Expansion of +5 Constables and +1 Sergeant September 2024 (Temporary), full-time January 2025
- Training and preparing new members
 - Use of Force Instructor, Facilitating and Assessing Police Learning
 - Added training costs, time away from instruction
- Purchase and acquisition of computers and workstations
- Expanding Training Unit footprint in Service facility use
 - Pre OPC to HQ
 - Engagement of Community Partners (i.e., Safety Village)
 - Community Rooms (i.e., 1 District)



PATROL CARBINE TRAINING

- CSPA now requires any officer in a community patrol capacity to complete 'Carbine Operator' course
 - Approximately 400 members
 - April to November 2025 anticipated training
 - 4-day initial qualification, 1 day requalification (annual)
 - 4-5 Instructors required on range
- Source, purchase and deployment of 47 additional Patrol Carbine rifles
 - Armouring (initial and annual)
- Expanding on existing partnership with outdoor Firearms Range
- Patrol Carbine Instructor Training



IMMEDIATE RAPID DEPLOYMENT (IRD) TRAINING

- CSPA now requires any officer in a community patrol capacity to complete 'Immediate Rapid Deployment (IRD) Basic'
 - 3-day qualification course, requalification every 2 years
 - Room entry and clearing, officer rescue, casualty management
 - IRD facility and 4-5 Instructors required
- 500+ members to be trained across IST



INCIDENT COMMAND (IC)/INCIDENT MANAGEMENT SYSTEM (IMS) TRAINING

- Incident Command (OPC) and Incident Management System (Emergency Management Ontario)
 - IC: Knowledge, skills, best practices relating to critical incidents specific to policing (i.e., armed/barricaded persons)
 - IMS: Knowledge, skills, management of complex incidents involving multiple public agencies (Police, Fire, EMS, Min. of Labour, St. Lawrence Seaway, etc.)
- Layered levels of training for community patrol members and supervisors
 - IC/IMS 200: 105 Sergeants
 - IC/IMS 300: 30 Staff Sergeants
 - *Training to be received within 12 months of undertaking role in community patrol supervision
- Training of Instructors to facilitate training in-house in progress
 - IC/IMS 100-300 and Train the Trainer
- Delivery of training at Training and District Community Rooms



SPECIAL CONSTABLE TRAINING

- Increased depth and breadth for expanded roles of Special Constables across Ontario
- Increasing from 3 to 5 weeks of training
 - Federal/Provincial law, Defensive Tactics, tourniquet, etc.
 - 1-2 instructors, classroom, Defensive Tactics (DT) room
- Development of 5 weeks of lesson plans from OPC outline
- Dedicated Instructor from Training with seconded Instructor from Courts / Prisoner Management



MENTAL HEALTH CRISIS RESPONSE TRAINING (MHCRT)

- Specific focus on de-escalation
- Training still in development by Wilfrid Laurier, Toronto University
- Anticipated 4 hours of initial training, annual refresher
 - All sworn members (700+) to be trained
 - 2-3 Instructors, judgement scenario room required
 - Academic and scenario based
- Participating in Train the Trainer pilot course
 - 33 hours of online and in-person training to instruct content



SPECIALIZED UNIT TRAINING

- CSPA has maintained requirements for specialized courses and prescribed specific timelines for completion
 - Criminal Investigators Training, Search Warrant course, Ontario Major Case Management course, Homicide course, Sexual Assault course, Domestic Violence, etc.
 - Within 12 months of position (Increased hotel, meal, tuition costs)
- Training Unit responsible for scheduling and coordinating courses to ensure compliance
 - Ongoing audits of members requiring this training (Training Systems Clerk)
 - Planning in-house courses (Increased costs and facility use)
 - Members to courses at OPC and outside Services (Increased hotel, meal, tuition costs)
 - Demands on Training facilities, alternative solutions for space



SUMMARY

- CSPA has placed significant demands on Training Unit facilities and staffing for 2025 and beyond
 - 2025 Outlook: 16 Instructors
 - 8 – IST/IRD/MHCRT
 - 2-3 – Pre OPC/Post OPC
 - 4-5 – Patrol Carbine Training
 - 1-2 – Special Constable Training
- Facility Pressures
 - 3 Classrooms to host IST, Pre/Post OPC, IC/IMS, Special Constables, Auxiliary, etc.



QUESTIONS?

NRPS Training Unit
Staff Sergeant Mike Casella
Sergeant Jesse Hicks



January 21st, 2025

Chief of Police Bill Fordy
Niagara Regional Police Service
5700 Valley Way
Niagara Falls, ON L2E 1X8

Dear Chief Fordy:

In August 2024, the Regional Municipality of Niagara Police Service Board and the Niagara Parks Commission renewed a Policing Agreement, which outlined various responsibilities of the Niagara Regional Police Service and the Niagara Parks Police Service as it related to the relationship between the two services.

This Policing Agreement consisted of several conditions and requirements, one of which included a report to the Police Service Board on a quarterly basis, providing information pertaining to complaints, use of force, discipline and arrests.

Please find attached the requested information covering the period October 1st to December 31st, 2024.

Should you require any additional information regarding this quarterly report, please do not hesitate to contact me.

Yours truly,

(Original Signed)

Paul Forcier
Chief of Police
Niagara Parks Police Service

To: Chair Pat Chiocchio and Members of the Regional
Municipality of Niagara Police Service Board

Date of Report: January 21st, 2025

Date of Board Meeting: February 27th, 2025

Reference: Quarterly Report for the Niagara Parks Police Service
For the period October 1st to December 31st, 2024

Recommendations: Receive for Information

Background:

In August of 2024, the Regional Municipality of Niagara Police Service Board and the Niagara Parks Commission renewed their 'Policing Agreement,' which outlined various procedures and responsibilities of the Niagara Regional Police Service and the Niagara Parks Police Service as it related to the working relationship between the two services.

This Policing Agreement consisted of several conditions and requirements, one of which included a quarterly report to the Police Service Board providing information pertaining to complaints, use of force, discipline and arrests.

The following is provided to the Board for their information:

COMPLAINTS

During the period from October 1st to December 31st, 2024 there were no public complaints concerning officer conduct.

USE OF FORCE

Between October 1st to December 31st, 2024 there was one (1) use of force report submitted. On December 30th, 2024 a Niagara Parks Police Service member drew, but did not point, their issued firearm at a subject male for their own safety and that of the public. The subject male was reported to be in possession of a firearm. The male complied with instructions and was apprehended under the Mental Health Act for their own safety and without incident.

DISCIPLINE

There were no incidents involving discipline between October 1st to December 31st, 2024.

ARRESTS

During the period October 1st to December 31st, 2024, members of the Service:

Arrests	Oct to Dec 2023	Oct to Dec 2024		Annual Total 2023	Annual Total 2024
Criminal Code, CDSA & Other Federal Statutes	10	12		58	56
Liquor Licence	3	6		19	20
Mental Health Act	12	9		39	39
Trespass to Property Act	18	14		120	49
Highway Traffic Act	9	20		69	71
Total	52	61		305	235

Provincial Offences Notices Issued	Oct to Dec 2023	Oct to Dec 2024		Annual Total 2023	Annual Total 2024
Total PONS Issued	113	91		721	547
Total Warnings Issued	118	65		435	357

Relevant Policy Considerations: Policing Agreement between the Police Service Board and the Niagara Parks Commission

Cost of Recommendations: Nil

Alternative Options: Not Receive Report

Reasons for Recommendations: Comply with reporting requirements

Prepared by:

Respectfully Submitted by:

(Original Signed)

(Original Signed)

**Paul Forcier
Chief of Police
Niagara Parks Police Service**

**David Adames
Chief Executive Officer
Niagara Parks Commission**



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Quarterly Report - Overtime Activities Incurred by the Niagara Regional Police Service, October 1 to December 31, 2024

Report To: Chair and Members, Niagara Police Service Board

Report Date: 2025-01-30

Recommendation(s)

That the Niagara Police Service Board (Board) receive this report for information.

Key Facts

- The purpose of this report is to provide a five-year uniform and civilian quarterly and annual overtime trend analysis.
- Overtime activity reports, detailed in the tables below, provide a summary of the overtime hours by activity category. These categories were developed by the Executive Leadership Team with the hours being captured in the Niagara Regional Police Service's (Service's) time and attendance system.
- For uniform members, overtime continues to be predominantly driven by meeting minimum staffing requirements and major investigation events.
- For civilian members, overtime continues to be predominantly driven by the need to meet minimums resulting from occupational and non-occupational illness, injury, and workload.

Financial Considerations

There are no financial implications relating to the recommendations contained within this report.

Analysis

Uniform Overtime Analysis

As illustrated in Table 1, uniform members worked a total of 36,756 hours of overtime for the quarter ended December 31, an increase of 2,677 hours or 7.9% from the same period in 2023.

Table 1 – Quarterly Uniform Overtime by Activity Hours

	2020 Oct. – Dec.	2021 Oct. – Dec.	2022 Oct. – Dec.	2023 Oct. – Dec.	2024 Oct. – Dec.
Meeting Minimums	16,373	17,671	20,955	20,783	20,947
Major Investigation and Incident Follow-Up	8,268	5,652	7,145	10,584	11,656
Administrative Workload	752	1,123	1,610	1,451	1,923
Proactive & Community-driven Events	939	1,029	1,018	1,261	2,230
Sub-Total Before Unusual Activity	26,332	25,475	30,728	34,079	36,756
COVID-19	888	334	-	-	-
Total	27,220	25,809	30,728	34,079	36,756

Patrol Units continue to operate below authorized strength due to vacancies from occupational illness, non-occupational illness, members placed on modified duties, protected leaves, and vacancies due to retirement or promotion. These vacancies coupled with leave entitlements increase overtime requirements to meet minimum staffing in operationally essential positions.

Overtime related to “Major Investigation and Incident Follow-Up” contributed 31.7% toward total overtime hours and increased 10.1% over prior year. For the quarter ending December 31, the Service experienced 5 homicides, 6 fatal motor vehicle collisions, and 2 life-threatening motor vehicle collisions. In comparison, for the fourth quarter of 2023, the Service experienced 4 homicides, 4 fatal motor vehicle collisions, and 4 life-threatening motor vehicle collisions.

“Administrative Workload” increased by 472 hours, or 32.5%, from the fourth quarter of 2023. Overtime was incurred for weekend and statutory holiday court security by sworn members, firearms requalification training, auxiliary training, additional training incurred while off-shift, and providing security at various local events.

For the quarter, the Service experienced an increase of 969 hours, or 76.9%, in uniform overtime hours for “Proactive and Community-driven Events”. Incurred overtime can be attributed to 2024 Short Hills Deer Harvest, Remembrance Day events, ground-search investigations, and holiday-season Reduce Impaired Driving Everywhere checkpoints. Overtime hours incurred by the Service’s Public Order Unit (POU) are also reflected within this category. For the quarter, the POU attended local protests, assisted with ground-search investigations, and were present for New Year’s Eve festivities. Should the POU be requested to attend outside of the Niagara Region, the costs are reimbursed by the requesting partner service. For the period of October through December 2024, there were no invoices issued for POU services.

Table 2 illustrates yearly results over the previous 5-year period, including 2024 annual data. Uniform overtime hours have increased by 17,038 hours or 16.6% in comparison with prior year. For 2024, a total of 1,439 hours were invoiced to outside police services and organizations for POU assistance.

Table 2 – Year-to-Date Uniform Overtime by Activity Hours

	2020 Jan. – Dec.	2021 Jan. – Dec.	2022 Jan. – Dec.	2023 Jan. – Dec.	2024 Jan. – Dec.
Meeting Minimums	42,938	46,433	57,624	59,654	60,172
Major Investigation and Incident Follow-Up	32,301	33,032	30,110	33,803	43,250
Administrative Workload	3,490	3,973	5,442	5,616	8,591
Proactive & Community-driven Events	1,820	2,451	5,605	3,703	7,801
Sub-Total Before Unusual Activity	80,549	85,889	98,781	102,776	119,814
COVID-19	2,727	1,815	-	-	-
Total	83,276	87,704	98,781	102,776	119,814

Civilian Overtime Analysis

As detailed in Table 3, civilian members worked a total of 6,683 hours of overtime for the quarter ended December 31st, a decrease of 1,005 hours, or 13.1% from the same period in 2023.

Table 3 – Quarterly Civilian Overtime by Activity Hours

	2020 Oct. – Dec.	2021 Oct. – Dec.	2022 Oct. – Dec.	2023 Oct. – Dec.	2024 Oct. – Dec.
Meeting Minimums	4,071	5,384	5,544	4,817	4,252
Major Investigation and Incident Follow-Up	215	31	109	206	212
Administrative Workload	773	1,273	1,973	2,639	2,186
Proactive & Community-driven Events	-	32	31	26	33
Sub-Total Before Unusual Activity	5,059	6,720	7,657	7,688	6,683
COVID-19	205	-	-	-	-
Total	5,264	6,720	7,657	7,688	6,683

Consistent with prior periods, the main driver of civilian overtime continues to be meeting minimum staffing levels in operationally essential units such as the Records and Information Management (RIM) Unit and the Communications Unit.

“Meeting Minimums” decreased by 565 hours, or 11.7%, during the fourth quarter of 2024 in comparison to 2023. The reduction was primarily evident within the Central Holding Unit, which realized a reduction of 480 hours or 56.9%. The unit experienced a reduction in members absent due to annual leave and illness.

Civilian overtime incurred for administrative workload decreased 453 hours or 17.2% in comparison with the same period of prior year. Within the RIM Unit, requests for access to police information and police record checks continue to require overtime. Other

operational areas of the unit are current with departmental workload, allowing for a reduction of 455 hours in unit overtime compared with the fourth quarter of 2023.

For the quarter, the Service experienced 33 civilian overtime hours for “Proactive and Community-driven Events”. Much of this time can be attributed to scribe duties for the POU.

Table 4 illustrates annual totals for the previous 5-year period, including cumulative 2024 data. Civilian overtime hours have decreased by 4,209 hours or 14.0% in comparison with the prior year.

Table 4 – Year-to-Date Civilian Overtime by Activity Hours

	2020 Jan. – Dec.	2021 Jan. – Dec.	2022 Jan. – Dec.	2023 Jan. – Dec.	2024 Jan. – Dec.
Meeting Minimums	13,769	15,208	18,656	20,416	16,031
Major Investigation and Incident Follow-Up	787	485	409	430	693
Administrative Workload	2,964	3,909	7,524	9,248	8,951
Proactive & Community-driven Events	45	73	461	57	267
Sub-Total Before Unusual Activity	17,565	19,675	27,050	30,151	25,942
COVID-19	874	114	22	-	-
Total	18,439	19,789	27,072	30,151	25,942

Alternatives Reviewed

Not applicable.

Relationship to Police Service/Board Strategic Priorities

This report provides information required to monitor the Service's alignment with the 2022 - 2025 Strategic Plan goal to realize operational efficiencies and cost savings.

Relevant Policy Considerations

- Community Safety and Policing Act
- Collective Agreements
- 2022 - 2025 Strategic Plan


Other Pertinent Reports

8.3 - 2024.06.27 Quarterly Report – Overtime Activities Incurred by the Niagara Regional Police Service, January 1 to March 31, 2024

8.2 - 2024.10.31 Quarterly Report - Overtime Activities Incurred by the Niagara Regional Police Service, April 1 to June 30, 2024

8.5 - 2025.01.23 Quarterly Report - Overtime Activities Incurred by the Niagara Regional Police Service, July 1 to September 30, 2024

This report was prepared by Curtis Custers, Financial Analyst, Finance Unit, reviewed by Anthony Gallo, Acting Finance Manager, Finance Unit and reviewed by Laura Rullo, Director Finance & Asset Management. Recommended by Luigi Greco, Deputy Chief, Support Services.



Submitted by:
Luigi Greco #9366
Acting Chief of Police

Appendices

Not applicable.



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Semi-Annual Report – Administration of the Internal Complaints Against Police Officers- May 24, 2024, to December 31, 2024

Report To: Chair and Members, Niagara Police Service Board

Report Date: 2025-02-06

Recommendation(s)

That the Niagara Police Service Board (Board) receives the report for information.

Key Facts

- The purpose of this report is to provide the Board with statistics in respect of internal complaints for the period of May 24, 2024, to December 31, 2024, pursuant to By-Law 514-2024.
- By-Law 514-2024 came into effect on May 23, 2024, after the implementation of the Community Safety and Policing Act, 2019 (CSPA) on April 1, 2024, which changed the process of internal complaints, therefore, comparatives may not be relatable.
- Internal complaints are processed in accordance with the provisions of Part XI, XII, and the Regulations of the CSPA.
- The complaints director is notified of internal complaints in accordance with Section 197 of the CSPA and makes a determination on investigation.
- Internal complaints are investigated by the Professional Standards Unit (PSU).

Financial Considerations

There are no financial implications relating to the recommendations contained in this report.

Analysis

Aggregate Disciplinary Measures Under Part XII

During the reporting period, there were 12 informal resolutions for misconduct. Discipline included 2 written reprimands, 1 officer assigned additional training, 4 officers were required to work without pay for a total of 26 hours, and 3 officers forfeited a total of 32 hours. There is no comparative to previous years as this was a newly implemented process.

Referrals to Complaints Director

There were five notifications made to the complaints director. These included both on duty and off duty allegations of misconduct. There were four notifications that were referred back to the PSU for investigation and one was retained by the Law Enforcement Complaints Agency (LECA) for investigation. There is no comparative to previous years, as this was a newly implemented process.

Number of Internal Complaints Determined to be Unsubstantiated After Investigation:

There were three complaints determined to be unsubstantiated after investigation during the reporting period. There were two investigations that remain open for investigation. There is no comparative to previous years as this was a newly implemented process.

Number of Hearings and Findings from the Hearings Held Pursuant to Sections 201 and 202 of the CSPA:

There were zero hearings held during the reporting period. There is no comparative to previous years as this was a newly implemented process.

Number of Complaints Resolved or Dealt with on Consent of the Member:

There were zero complaints resolved in this fashion during the reporting period.

Summary of the Penalties Imposed Pursuant to Sections 200, 201 and 202 of the CSPA:

Penalties imposed during the reporting period ranged from verbal and written reprimands, additional training, to a loss of hours.

Alternatives Reviewed

Not applicable.

Relationship to Police Service/Board Strategic Priorities

Not applicable.

Relevant Policy Considerations

This report is submitted to provide the Board with the necessary and required information pursuant to By-Law 514-2024 - Administration of the Internal Complaints against Police Officers, and in compliance with Provincial Adequacy Standards Regulations.

Other Pertinent Reports

Not applicable.

This report was prepared by Lynda Hughes, Inspector, Professional Standards and reviewed by Paul Koscinski, Superintendent, Executive Services. Recommended by Sandy Staniforth, Acting Deputy Chief, Support Services.



Submitted by:
Luigi Greco #9366
Acting Chief of Police

Appendices

Not applicable.



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Annual Report - Administration of the Internal Complaint System Regarding Conduct of Special Constables - May 23, 2024 to December 31, 2024

Report To: Chair and Members, Niagara Police Service Board

Report Date: 2025-02-06

Recommendation(s)

That the Niagara Regional Police Service Board (Board) receive this report for information as it relates to the administration of the public complaints system regarding conduct of Special Constables.

Key Facts

- The purpose of this report is to advise the Board that the Niagara Regional Police Service (Service) is in compliance with By-Law 515-2024.
- The Chief is required to make a written annual report to the Board with respect to internal misconduct complaints regarding Special Constables.
- This report will provide a summary of requirements to ensure the Service is in compliance with the By-Law.

Financial Considerations

There are no financial implications relating to the recommendations contained within this report.

Analysis

In accordance with By-Law 515-2024 – Administration of the Internal Complaint System Regarding Misconduct of Special Constables Employed by the Board, the Chief shall make a written report to the Board in January of each year. This report shall include:

- a) the aggregate disciplinary measures the Chief has taken in respect of Internal Complaints regarding Special Constables;
- b) the time to complete each complaints process from the date the complaint is received to the date it is disposed of.

Administration of the Internal Misconduct Compliant Process:

The Service’s General Order – 260.01: Conduct, Complaints and Discipline – Civilian and Special Constables is in place and outlines the procedures that the Service will use when dealing with internal misconduct complaints regarding Special Constables. These procedures clearly identify the process to be used to respond to Internal Misconduct Complaints and Internal Complaints. This General Order came into effect on October 10, 2024 in response to the provisions contained in the CSPA.

Aggregate disciplinary measures taken in respect of Internal Complaints regarding Special Constables.

There were no disciplinary measures taken in 2024.

The following chart contains the comparative data required in this report:

	2023	2024
Unsubstantiated Complaints	Reporting requirements began in 2024.	0
Number of Grievance Hearings	Reporting requirements began in 2024.	0

Findings of Grievance Hearings Held Pursuant to the Collective Agreement:

Not Applicable.

Summary of Penalties Imposed:

Not Applicable.

Time to Complete Each Complaint Process:

Not Applicable.

Alternatives Reviewed

Not Applicable.

Relationship to Police Service/Board Strategic Priorities

To comply with the provisions of Board By-Laws and to maintain compliance with the Community Safety and Policing Act (CSPA), 2019.

Relevant Policy Considerations

- General Order – 260.01: Conduct, Complaints and Discipline – Civilian and Special Constables
- By-Law 515-2024 – Administration of the Internal Complaint System Regarding Misconduct of Special Constables

Other Pertinent Reports

Not applicable.

This report was prepared by Jason Myers, Staff Sergeant, Professional Standards Unit in consultation with Lynda Hughes, Inspector, Professional Standards Unit, and reviewed by Paul Koscinski, Superintendent, Executive Services. Recommended by Sandy Staniforth, Acting Deputy Chief, Support Services.



Submitted by:
Luigi Greco #9366
Acting Chief of Police

Appendices

Not applicable.



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Annual Report - Administration of The Public Complaints System Regarding Conduct of Special Constables - May 23, 2024 to December 31, 2024

Report To: Chair and Members, Niagara Police Service Board

Report Date: 2025-02-05

Recommendation(s)

That the Niagara Regional Police Service Board (Board) receive this report for information as it relates to the administration of the public complaints system regarding conduct of Special Constables.

Key Facts

- The purpose of this report is to advise the Board that the Niagara Regional Police Service (Service) is in compliance with By-Law 509-2024.
- The Chief is required to make a written annual report to the Board with respect to public complaints regarding Special Constables.
- This report will provide a summary of requirements to ensure the Service is in compliance with the By-Law.

Financial Considerations

There are no financial implications relating to the recommendations contained within this report.

Analysis

In accordance with By-Law 509-2024 – Administration of the Public Complaint System Regarding Conduct of Special Constables Employed by the Board, the Chief shall make a written report to the Board in January of each year. This report shall include:

Administration of the Public Compliant Process:

The Service's General Order – 260.01: Conduct, Complaints and Discipline – Civilian and Special Constables is in place and outlines the procedures that the Service will use when dealing with public complaints and internal complaints regarding Special Constables. These procedures clearly identify the process to be used to respond to Public Complaints and Internal Complaints. This General Order came into effect on

October 10, 2024 in response to the provisions contained in the Community Safety and Policing Act, 2019.

Notice to the Public:

Any member of the public may make a complaint about a Special Constable by emailing, attending in person at any Service station, or by calling any Service station and speaking with a representative to initiate a complaint about a Special Constable employed by the Service. These instructions are reflected on the Service’s public website under the Compliments, Comments and Public Complaints section.

The following chart contains the comparative data required in this report:

	2023	2024
Total # of Complaints	Reporting requirements began in 2024.	0
Unsubstantiated Complaints	Reporting requirements began in 2024.	0
Substantiated Complaints	Reporting requirements began in 2024.	0
Outstanding Complaints at End of Reporting Period	Reporting requirements began in 2024.	0

Alternatives Reviewed

Not Applicable.

Relationship to Police Service/Board Strategic Priorities

To comply with the provisions of the Board By-Laws and to maintain compliance with the Community Safety and Policing Act, 2019.

Relevant Policy Considerations

- O. Reg. 411/23: Complaints About Special Constables
- General Order – 260.01: Conduct, Complaints and Discipline – Civilian and Special Constables
- By-Law 509-2024 – Administration of the Public Complaint System Regarding Conduct of Special Constables Employed by the Board

Other Pertinent Reports

Not applicable.

This report was prepared by Jason Myers, Staff Sergeant, Professional Standards Unit in consultation with Lynda Hughes, Inspector, Professional Standards Unit, and reviewed by Paul Koscinski, Superintendent, Executive Services. Recommended by Luigi Greco, Deputy Chief, Support Services.



Submitted by:
Luigi Greco #9366
Acting Chief of Police

Appendices

Not applicable.



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Annual Report – Appointment of Special Constables – Niagara Regional Police Service – April 1 to December 31, 2024

Report To: Chair and Members, Niagara Police Service Board

Report Date: 2025-01-27

Recommendation(s)

That the Niagara Police Service Board (Board) receive this report for information.

Key Facts

- This report has been prepared in compliance with Board By-Law 465-2024 – Appointment of Special Constables employed by the Regional Municipality of Board as Members of the NRPS.
- Pursuant to the Community Safety and Policing Act, 2019 (CSPA), the Chief is required to make an annual written report in February of each year respecting the employment of Special Constables.
- As this is a new annual report, the initial period is from April 1 to December 31, 2024

Financial Considerations

There are no financial implications relating to the recommendations contained in this report.

Analysis

In accordance with Board By-Law 465-2024, Section 6.1 the Chief shall make an annual written report to the Board in February of each year including the following information:

6.1.1 The number of Special Constables employed as members of the Service.

During the reporting period, of April 1 to December 31, 2024 the Service employed a total of 92 Special Constables, 37 of which are temporary members.

6.1.2 The number of Special Constables hired/appointed during the preceding calendar year.

During the initial reporting period of April 1 to December 31, 2024, there were no new Special Constable hired/appointed.

6.1.3 The units/duties to which Special Constables were deployed during the preceding calendar year.

Of the 92 Special Constables, 90 are assigned to the Courts and Prisoner Management Unit where they are responsible for the transport of prisoners to and from court locations and detention centres in and outside the region; the escort of prisoners within the Courthouse during relevant proceedings; security at all three courthouses within the Region; the serving of summons'; and the intake, guarding, and caretaking of prisoners in Central Holding.

There are two Special Constables who are employed as Forensic Services Technicians in the Forensic Services Unit. Their duties include recording, collecting, preserving, processing and analysing physical evidence from crime scenes and other investigations.

6.1.4 The number of appointments terminated for disciplinary reasons.

During the initial reporting period of April 1 to December 31, 2024, there were no terminations of Special Constables for disciplinary reasons.

6.1.5 The number of appointments terminated for non-disciplinary reasons.

During the initial reporting period of April 1 to December 31, 2024, there were no terminations of Special Constables for non-disciplinary reasons.

6.1.6 The total hours of Special Constables who were off work during the preceding calendar year.

Special Constables are civilian members of the Niagara Region Police Association and are entitled to all of the provisions of the collective agreement relevant to their status (permanent versus temporary). This includes annual leave, statutory holidays, sick leave, etc.

During the reporting period from April 1 to December 31, 2024 permanent and temporary Special Constables were off work a total of 11,732 hours due to unplanned occupational/non-occupational injury or illness.

6.1.7 The number of public complaints made against Special Constables in the preceding calendar year, and status/disposition of these complaints.

During this initial reporting period of April 1 to December 31, 2024, there were no public complaints made against Special Constables employed by the Service.

6.1.8 Confirmation that the Service has followed the requirements of the terms of the Certificate of Appointment, and the provisions of the CSPA and O. Reg 396/23 as amended, or, if not in compliance, and explanation of any incident(s) of such non-compliance.

The Service is in compliance with the requirements of the terms of the Certificate of Appointment, and the provisions of the CSPA and O. Reg 396/23 as amended.

Alternatives Reviewed

Not applicable.

Relationship to Police Service/Board Strategic Priorities

This report is being provided for information purposes.

Relevant Policy Considerations

Community Safety and Policing Act, 2019, S.O. 2019, c. 1, Sched. 1. O. Reg 396/23 as amended.

Other Pertinent Reports

Not applicable.

This report was prepared by Linda Blood, Director Human Resources, Human Resources. Recommended by Luigi Greco, Deputy Chief, Support Services.



Submitted by:

Luigi Greco #9366
Acting Chief of Police

Appendices

Not applicable.



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Annual Report – Appointment of Special Constables – Special Constable Employers – April 1 to December 31, 2024

Report To: Chair and Members, Niagara Police Service Board

Report Date: 2025-01-30

Recommendation(s)

That the Niagara Police Service Board (Board) receive this report for information.

Key Facts

- This report has been prepared in compliance with Board By-Law 466-2024 – Appointment of Special Constables Employed by Special Constable Employers.
- Pursuant to the CSPA, the Chief is required to make an annual written report in February of each year respecting the employment of Special Constables by Special Constable Employers.
- As this is a new annual report, the initial period is from April 1 to December 31, 2024

Financial Considerations

There are no financial implications relating to the recommendations contained in this report.

Analysis

In accordance with Board By-Law 466-2024, Section 7.1 the Chief shall make an annual written report to the Board in February of each year including the following information:

7.1.1 The name of Special Constable Employers who employ Special Constables pursuant to the Certificate of Appointment issued by the Board;

There is currently one Special Constable Employer that is authorized by the Minister and approved by the Board as a Special Constable Employer. The Niagara Parks Commission, Niagara Parks Police Service received authorization from the Minister on October 23, 2024.

Brock University also employs Special Constables, however, is awaiting authorization from the Minister as a Special Constable Employer. Once their status as a Special

Constable Employer is approved, they will be included in future reporting. The number of Special Constables employed by each Special Constable Employer;

The Niagara Parks Commission employs 22 Special Constables.

7.1.2 The number of Special Constables appointed by the Board pursuant to this By-Law for each Special Constable Employer during the preceding calendar year;

During the reporting period of April 1 to December 31, 2024, the Board approved the appointment of 2 Special Constables for the Niagara Parks Commission.

7.1.3 A general description of the duties of the Special Constables employed by each Special Constable Employer;

The duties of Special Constables employed by the Niagara Parks Commission; Niagara Parks Police Service include but are not limited to:

- In relation to Parks, carrying out the functions, powers and duties set out in subsection 95(5) of the CSPA and in O. Reg. 396/23: in cooperation with police officers, enforcement of the Criminal Code of Canada, Controlled Drugs and Substances Act, and the Cannabis Act; enforcement of provincial/federal statutes including but not limited to the Niagara Parks Act, the Highway Traffic Act, the Liquor Licence and Control Act, the Cannabis Control Act, etc.; investigating and executing warrants for arrest or committal;
- In response to events encountered within the Regional Municipality of Niagara, while performing policing functions in relation to the Parks, including: investigating offences or incidents involving matters of safety of the public and property under the Criminal Code of Canada, Highway Traffic Act, the Liquor Licence and Control Act, the Mental Health Act, and the Trespass to Property Act; assisting the Niagara Regional Police Service with respect to policing functions; providing assistance as authorized under the Customs Act and the Immigration and Refugee Protection Act.
- In response to events encountered within the Province of Ontario, while performing policing functions in relation to the Parks, specifically: transporting prisoners; and; attending prescribed or other training.

7.1.4 The number of Special Constables which were terminated for disciplinary reasons during the preceding year;

During the reporting period of April 1 to December 31, 2024, the Niagara Parks Commission did not terminate any Special Constables for disciplinary reasons.

7.1.5 The number of Special Constables which were terminated for non-disciplinary reasons during the preceding year;

During the reporting period of April 1 to December 31, 2024, the Niagara Parks Commission did not terminate any Special Constables for non-disciplinary reasons.

7.1.6 The number of public complaints made against Special Constables in the preceding calendar year, and status/disposition of these complaints;

During the reporting period of April 1 to December 31, 2024, the Niagara Parks Commission did not receive any public complaints against Special Constables.

7.1.7 Confirmation that the Special Constable Employer has followed the requirements of the Authorization from the Minister, the terms of the Certificate of Appointment, the provisions of the CSPA and O. Reg 396/23 as amended, and the Special Constable Agreement, or, if not in compliance, and explanation of any incident(s) of such non-compliance.

The Niagara Parks Commission, Niagara Parks Police Service is in compliance with the requirements of the Authorization from the Minister, the terms of the Certificate of Appointment, the provisions of the CSPA and O. Reg 396/23 as amended, and the Special Constable Employer agreement with the Board.

Alternatives Reviewed

Not applicable.

Relationship to Police Service/Board Strategic Priorities

This report is being provided for information purposes pursuant to Board By-Law 466-2024.

Relevant Policy Considerations

Community Safety and Policing Act, 2019, S.O. 2019, c. 1, Sched. 1. O. Reg 396/23 as amended.

Other Pertinent Reports

Not applicable.

This report was prepared by Linda Blood, Director Human Resources, Human Resources. Recommended by Luigi Greco, Deputy Chief, Support Services.



Submitted by:

Luigi Greco #9366
Acting Chief of Police

Appendices

Not applicable



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Annual Report - Collection of Identifying Information in Certain Circumstances - Prohibition and Duties - January 1 to December 31, 2024

Report To: Chair and Members, Niagara Police Service Board

Report Date: 2025-01-22

Recommendation(s)

That the Niagara Police Service Board (Board) receive this report for information.

Key Facts

- The purpose of this report is to inform the Board as to Service compliance with Ontario Regulation 400/23, (Collection of Identifying Information in Certain Circumstances).
- In compliance with the requirements of the Regulation, the Board introduced By-Law 468-2024 and the Niagara Regional Police Service (NRPS) introduced policy to provide direction to its members.
- In 2024, members of the Service did not collect or attempt to collect identifying information from any persons in accordance Regulation 400/23.

Financial Considerations

There are no financial considerations relating to the recommendations contained within this report.

Analysis

Regulation 400/23 (formerly O. Reg. 58/16) was developed in response to concerns expressed by the community in relation to the police practice of "*carding*" or "*street checks*" throughout the province and came into force on January 1, 2017.

The Regulation aimed to prevent the arbitrary collection of identifying information from members of the public by police officers and prescribed how the collection of information (COI) was to occur, and under what circumstances. Interactions between the police and members of the public that were otherwise legally justified were not subject to the provisions of the Regulation.

Reporting Category	2024	2023
Number of attempted collections	0	0
Number of attempted collections in which identifying information was collected	0	0
Number of individuals from whom identifying information was collected	0	0
Number of times individuals informed that they were not required to provide identifying information to the officer	0	0
Number of times each of the following provisions were relied upon not to advise the individual of their right that they are not required to provide identifying information to the officer: <ul style="list-style-type: none"> • might compromise the safety of an individual • likely compromise an ongoing investigation • might identify a confidential informant • might disclose the identity of a person, contrary to law including the Youth Criminal Justice Act 	0 0 0 0	0 0 0 0
Number of times individuals were informed of the reason why the officer was attempting to collect identifying information	0	0
Number of times each of the following provisions were relied upon not to advise the individual of their right that they are not required to provide identifying information to the officer: <ul style="list-style-type: none"> • might compromise the safety of an individual • likely compromise an ongoing investigation • might identify a confidential informant might disclose the identity of a person, contrary to law including the Youth Criminal Justice Act 	0 0 0	0 0 0
Number of times an individual was provided a receipt/documentation	0	0
Number of times an individual indicated they did not want a receipt/document	0	0
Number of times each of the following clauses were relied upon not to offer or give a receipt/document: <ul style="list-style-type: none"> • might compromise the safety of an individual • might delay the officer from responding to another matter that should be responded to immediately 	0 0	0 0

Reporting Category	2024	2023
<p>The number of collections from individuals perceived to be within the following groups based upon sex/gender:</p> <ul style="list-style-type: none"> • Male • Female 	<p>0</p> <p>0</p>	<p>0</p> <p>0</p>
<p>Number of attempted collections of identifying information from individuals who were perceived to be within the following age groups:</p> <ul style="list-style-type: none"> • 0 to 10 • 11 to 19 • 20 to 29 • 30 to 39 • 40 to 49 • 50 to 59 • 60 to 69 • 70 to 79 • 80 to 89 • 90 to 99 • 100+ 	<p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p>	<p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p>
<p>Number of attempted collections of identifying information from individuals who were perceived by the police officer to be within the following racial groups:</p> <ul style="list-style-type: none"> • White • Japanese • Korean • Black • Filipino • Aboriginal • Arab (Egyptian, Kuwaiti, Libyan) • Chinese (Chinese, Taiwanese) • Latin American (Chilean, Costa Rican, Mexican) • South Asian (Bangladeshi, Punjabi, Sri Lankan) • Southeast Asian (Vietnamese, Cambodian, Malaysian, Laotian) • West Asian (Afghan, Assyrian, Iranian) • Unknown (not seen and/or apparent racial group (population group) not provided) • Visible Minority (not listed in the above group) • Multiple Visible Minority (belong to a mixture of population groups) 	<p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p>	<p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p>
Number of Freedom of Information Requests	1	0
Number of Public Complaints	0	0

Reporting Category	2024	2023
Collection of Information that Led to an Arrest	0	0

Examination for Potential Over-Representation

The By-Law requires that a statement be made, based upon an analysis of the information, as to whether the collections were attempted disproportionately from individuals within a group based upon the sex of the individual, a particular age, racialized group, or a combination of groups and if so, any additional information that the Chief of Police considers relevant to explain the disproportionate number of attempted collections.

In 2024, the Service recorded 0 regulated interactions. This is consistent with 2023 when 0 regulated interactions also were reported. In the absence of any reported regulated interactions an analysis is not possible.

Neighbourhoods

The By-Law requires that the Service report on the neighbourhoods or areas, where collections were attempted and the number of attempted collections in each neighbourhood or area. No collections were reported for the year 2024.

Compliance

The Service is required to report upon the determinations made by the Chief of Police (or their designate), as to whether the information entered in the database complied with sections 6 and 10(4)(a) of the Regulation. The Chief's appointed designate for this purpose is the Staff Sergeant in charge of the Central Holding facility.

In relation to process, officers who attempt to collect information under the provisions of this Regulation are required to document information electronically within the Service's Records Management System as a COI (regulated interaction). The information collected remains "invisible" and is not accessible by any officer. The information is routed to the Staff Sergeant in charge of Central Holding who, as the Chief's designate, is responsible to review the information to ensure that the collection complied with the Regulation. Once satisfied that the collection or attempted COI complies with regulatory requirements, the Chief's designate approves the information and it becomes accessible to other officers. If an issue was identified, the Chief's designate would seek additional information from the involved officer in order to make an informed decision. If the collection or attempted collection did not appear to be compliant, access to the information would remain restricted in accordance with the Regulation. Options to address non-compliant attempts to collect information range from additional training/awareness to the application of discipline (dependent upon the seriousness of the situation).

In 2024, no information was collected by officers. Procedurally, the Service remains in compliance with the Regulation. All requirements for the handling and reporting of regulated interactions are in place and are being met.

By Regulation, every police officer who attempts to collect identifying information about an individual from the individual, or who acts as the designate of the Chief of Police under section 10 of the Regulation, must successfully complete the required training within the previous 36 months. In the Fall of 2022, refresher training was provided to sworn officers by way of an e-learning module created and administered by the Ontario Police College (OPC), through their e-Learning portal OPC Virtual Academy. An updated e-learning module is being prepared by the OPC and is expected to be sent to police services in Q1 2025.

Annual Review

The Regulation, By-Law, and Service policy, all call for an annual review to determine whether it appears that sections 6 (limitations on collection), 7 (duties to inform of rights and reasons before collecting, with exceptions), and 8 (document for individual – receipt/document, with exceptions), were complied with. This review is intended to analyze an appropriately sized random sample of collections of information within the database, within a margin of error of +/- 5% at a 95% confidence level.

Given the absence of a data set for 2024 this review was not possible.

Access to Restricted Information

The Service is required to report the number of times members were permitted to access identifying information, to which access must be restricted by virtue of one or more of the following:

i. For the purpose of an ongoing police investigation	0
ii. In connection with legal proceedings or anticipated legal proceedings, for the purpose of dealing with a complaint under Part V of the <i>Act</i> or for the purpose of an investigation or inquiry under clause 25(1)(a) of the <i>Act</i> ,	0
iii. In order to prepare the Annual Report or a report required due to disproportionate collection (under section 15 of the Regulation),	0
iv. For the purpose of complying with a legal requirement,	0
v. For the purpose of evaluating an officer's performance	0

Alternatives Reviewed

Not applicable.

Relationship to Police Service/Board Strategic Priorities

To comply with the provisions of the Board By-Laws and to maintain compliance with the Provincial Adequacy Standards Regulations.

Relevant Policy Considerations

- Ontario Regulation 400/23 - The Collection of Identifying Information in Certain Circumstances.
- By-Law 468-2024 - Collection of Identifying Information (COII) in Certain Circumstances.
- NRPS General Order 244.02 - The Collection of Identifying Information – Street Checks.

Other Pertinent Reports

- 8.6 - 2024.02.22 - Collection of Identifying Information in Certain Circumstances - Prohibition and Duties - January 1 to December 31, 2023.
- Report of the Independent Street Checks Review, 2018: The Honourable Michael H. Tulloch.

This report was prepared by Chris Sirie, Inspector, Court Services/Prisoner Management Unit, in consultation with Laurie Switzer, Manager, Records and Information Management Unit, and Jason Myers, Acting Inspector, Professional Standards Unit. Reviewed by Sandy Staniforth, Superintendent, Operational Support and Projects. Recommended by Sandy Staniforth, Acting Deputy Chief, Support Services.



Submitted by:

Luigi Greco #9366
Acting Chief of Police

Appendices

Not applicable.



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Annual Report – Conflicts of Interest of Police Service Members
January 1, 2024 – December 31, 2024

Report To: Chair and Members, Niagara Police Service Board

Report Date: 2025-02-05

Recommendation(s)

That the Niagara Regional Police Service Board (Board) receive this report for information as it relates to conflicts of interest of police service members.

Key Facts

- The purpose of this report is to advise the Board that the Niagara Regional Police Service (Service) is in compliance with By-Law 510-2024.
- The Chief is required to make a written annual report to the Board with respect to Conflicts of Interest of Police Service Members.
- This report will provide a summary of requirements to ensure the Service is in compliance with the By-Law.

Financial Considerations

There are no financial implications relating to the recommendations contained within this report.

Analysis

In accordance with By-Law 510-2024 – Conflicts of Interest of Police Service Members, the Chief shall make a written report to the Board in January of each year. This report shall include:

- a) The number of conflict of interest investigations undertaken by the Service during the preceding year;
- b) The number of conflict of interest investigations referred to other police services during the preceding year;

(Conflict of Interest investigations include “Personal Conflict”, “Actual Institutional Conflict” and “Potential Institutional Conflict” as defined in O. Reg. 401/23)

The Service's General Order – 261.01 Investigative Conflicts of Interest, came into effect on January 7, 2025. This General Order was put in place to comply with the provisions set out in the Community Safety and Policing Act, 2019, O. Reg. 401/23 and By-Law 510-2024, Conflicts of Interest of Police Service Members.

The Service has always been alive to the realization that a Service member's private interests or personal relationships place, or may reasonably be perceived to place, the member in a conflict with their professional duties with respect to the provisions of policing functions. The Service has maintained operational efficiency and effectiveness, and to maintain the safety of its members and confidence of the public by eliminating or mitigating circumstances where the relationships between members of the Service and members of the public, may give rise to potential or actual conflicts of interest. However, prior to January 7, 2025, official mechanisms to record these conflicts of interest had not been formally established. Moving forward, the Service has established clear guidelines for disclosure of conflicts of interest by using the Solicitor General approved forms.

The Service recognizes that a significant shift in reporting and tracking of information will be required to be compliant in these areas. To address this knowledge gap, the Service is in the process of developing a "Training Bulletin" that will be delivered to the membership by our Training Unit that will provide clear instructions to assist our membership.

The following is a detailed response to the above noted requirements:

- a) *"...The number of conflict of interest investigations undertaken by the Service during the preceding year..."*

During the 2024 calendar year, the Service conducted one criminal investigation on the behalf of outside police services.

The Solicitor General Approved Form: "Requirement to Notify the Inspector General of Policing of Retaining an Institutional Conflict Under Section 7 of the Ontario Regulation 401/23 Conflicts of Interest" has been put into place to track this information and will be reflected in the 2025 Annual Report.

- b) *"...The number of conflict of interest investigations referred to other police services during the preceding year..."*

During the 2024 calendar year, the Service referred 3 criminal investigations to outside police services for investigation that would have constituted a conflict of interest if retained.

The Solicitor General Approved Form: "Requirement to Report Institutional Conflicts to Inspector General of Policing Under Section 8 of the Ontario Regulation 401/23

Conflicts of Interest” has been put into place to track this information and will be reflected in the 2025 Annual Report.

Alternatives Reviewed

Not applicable.

Relationship to Police Service/Board Strategic Priorities

To comply with the provisions of the Board By-Laws and to maintain compliance with Adequacy and Effective Policing.

Relevant Policy Considerations

- By-Law 510-2024 – Conflicts of Interest of Police Service Members
- Niagara Regional Police Service General Order – 261.01 Investigative Conflicts of Interest
- O. Reg. 401/23 Conflicts of Interest

Other Pertinent Reports

Not applicable.

This report was prepared by Jason Myers, Staff Sergeant, Professional Standards Unit in consultation with Lynda Hughes, Inspector, Professional Standards Unit, and reviewed by Paul Koscinski, Superintendent, Executive Services. Recommended by Luigi Greco, Deputy Chief, Support Services.



Submitted by:

Luigi Greco #9366
Acting Chief of Police

Appendices

Not applicable.



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Annual Report - Criminal Intelligence Unit
January 1 to December 31, 2024

Report To: Chair and Members, Niagara Police Service Board

Report Date: 2025-01-23

Recommendation(s)

That the Niagara Police Service Board (Board) receive this report for information.

Key Facts

- The purpose of this report is to advise the Board that the Niagara Regional Police Service (Service) is in compliance with By-Law 441-2024 – Criminal Intelligence.
- By-Law 441-2024 contains provisions requiring the Chief of Police to report specific information to ensure compliance with the legislative guidelines.
- This report is submitted to provide the Board with the necessary and required information pursuant to the operation of the Criminal Intelligence Unit.

Financial Considerations

There are no financial implications relating to the recommendations contained within this report.

Analysis

In accordance with By-Law 441-2024, the Chief shall make a written report to the Board on or before August 30 of each year in respect of Criminal Intelligence. The report shall include:

- a) A summary of the written procedures concerning Criminal Intelligence;
- b) The status of Service compliance with the said procedures; and
- c) Confirmation that members have been trained in accordance with Section 4.3.

The following is a detailed response to each of the above requirements:

- a) *"...a summary of the written procedures concerning Criminal Intelligence..."*

Written procedures regarding Criminal Intelligence are found in General Order (GO) 111.10 Special Investigative Services (SIS) Unit and Technical Support Access. This GO was written to familiarize members with the structure, operation, and responsibilities of the Criminal Intelligence Unit within SIS, which is responsible for gathering intelligence, monitoring, and investigating criminal activities, and disseminating information relative to organized crime, vice, drugs, terrorism, gangs, and civil disorders. It also establishes guidelines for accessing specialized resources, equipment, and technical expertise of the Criminal Intelligence Unit.

The GO provides members of the Criminal Intelligence Unit with clear instructions to direct and guide them in the execution of their duties. The GO also provides a clear understanding of any constraints and expectations specific to their assigned duties. It is also to provide such instructions and understanding, where appropriate, in the form of subsidiary manuals directed at members of specific components, areas or functions within the Service.

- b) *"... the status of Service compliance with the said procedures..."*

In 2024, SIS included the Criminal Intelligence Unit, Surveillance, Major Drugs and Gangs Unit, Opioid Education and Enforcement Unit, and 10 officers seconded to various Joint Forces Operations including Biker Enforcement Unit, Provincial Weapons Enforcement Unit, Provincial Anti-terrorism Team, Provincial Asset Forfeiture Unit, Provincial Guns and Gangs Enforcement Task Force, Provincial Joint Forces Cannabis Enforcement Team, Provincial Auto Theft and Towing Team, and Combined Forces Special Enforcement Unit.

The Criminal Intelligence Unit itself is staffed by one detective sergeant and five detective constables. They are responsible for the collection and dissemination of information on criminal individuals and groups. The Unit shares information internally, as well as with other police agencies in Canada and internationally. They are also responsible for the technical aspect of investigations under Part VI of the *Criminal Code*.

The detection and suppression of organized crime and its activities, as well as terrorism and terrorist activity, are the responsibilities of all members of the Service. All districts and units must carry out this responsibility in conjunction with one another.

The Criminal Intelligence Unit is a support service whose primary function is to enhance the capabilities and effectiveness of other units and functions of the Service. This is achieved by providing specialized investigative assistance in the form of technical support, mobile surveillance, and information relative to criminal organizations, their

members, associates, and enterprises, as well as liaison capabilities with other law enforcement agencies.

This primary function is supported by secondary activities, which consists of tactical and strategic initiatives. These initiatives identify specific targets on a priority basis and formulate the appropriate balance of strategic/tactical response. Where crime, criminals, or the public interest require a more comprehensive response, the Criminal Intelligence Unit ensures that a probe/project is carried out in concert with other districts or units for efficient use of police resources.

Tactical initiatives include the targeting of traditional and non-traditional organized crime groups, terrorist groups, their members, associates and enterprises, criminal organizations, and career criminals, with the intent to disrupt or dismantle criminal activities by way of judicial process.

The Criminal Intelligence Unit will support districts, units, and other law enforcement agencies in all aspects of problem solving by making available the knowledge and expertise of Intelligence Unit investigators.

Where any response or initiative involves another police service or enforcement agency, and a formal Joint Forces Operation is appropriate to deal with the matter, the Criminal Intelligence Unit ensures that suitable funding is sought, as appropriate.

To enhance transnational enforcement and intelligence gathering, the Service routinely shares information/liases with the United States Department of Homeland Security, as well as the Federal Bureau of Investigations Buffalo Division's Organized Crime Task Force. In addition, membership in Criminal Intelligence Service of Ontario (CISO) serves as a resource for formal and informal partnerships.

The issuance of intelligence bulletins to frontline and investigative members of the Service ensures a timely dissemination of information to ensure a broader understanding regarding activities and trends of criminals and criminal organizations.

In summary, the Service is in compliance with the written procedures outlined in GO 111.10.

- c) *"...confirmation that members have been trained in accordance with Section 4.3..."*

An extensive range of specialized training is provided to members of the Criminal Intelligence Unit. This training is provided through the CISO at the Ontario Police College (OPC) and includes the following courses:

- Human Source Development
- Intelligence Officer
- Outlaw Motorcycle Gangs
- Mobile Surveillance
- Proceeds of Crime Investigations
- Tactical, Intrusion Detection
- Witness Protection
- Public Officer Designation
- Interception of Private Communications
- Undercover Operations
- Video Surveillance
- Investigative Analysis
- Privacy Act
- Technical Orientation
- Technical Surveillance
- Clandestine Lab Investigation

CISO provides additional training in the form of workshops, seminars, and conferences targeting the following:

- Street gangs
- Extortion
- Weapons and cigarette smuggling
- Illegal drug manufacturing
- Auto theft rings
- Money laundering

Where additional positions are available on these courses, workshops, and conferences, they are offered to detectives in other investigative units to ensure that the Service has a complement of trained members for succession opportunities.

CISO also offers Outreach Training courses to provide basic knowledge of the subject matter on some select topics. This enhances the Service's ability to provide training to a larger number of officers at minimal cost to the Service. Outreach training that has been facilitated through the Service includes:

- Mobile Surveillance Introduction – 1 week
- Mobile Surveillance Practical - 2 weeks
- C-24 Lawful Justification – 2 days
- Human Source Development – 3 days
- Confidential Human Source Development and Management – 3 days
- Search Warrant Course – 1 week

Members of SIS instruct on the Technical Support courses and the three-week Mobile Surveillance Course at OPC, along with speaking at numerous other investigative training courses throughout the year.

Alternatives Reviewed

Not applicable.

Relationship to Police Service/Board Strategic Priorities

To comply with the provisions of Board By-Laws and to maintain compliance with Adequate and Effective Policing requirements.

Relevant Policy Considerations

Board By-Law 441-2024 – Criminal Intelligence
GO 111.10 – Special Investigative Services Unit & Technical Support Access
Adequacy and Effective Policing Guidelines LE-004 – Criminal Intelligence

Other Pertinent Reports

8.7 - 2024.02.22 Annual Report – Criminal Intelligence Unit - January 1 to December 31, 2023.

This report was prepared by David Santo, Staff Sergeant, Special Investigative Services, in consultation with Mike Tripp, Inspector, Major Crime. Reviewed by Dave Masotti, Superintendent, Investigative Services. Recommended by Mario Lagrotteria, Acting Deputy Chief, Community Services



Submitted by:

Luigi Greco #9366
Acting Chief of Police

Appendices

Not Applicable.



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Annual Report – Drug Investigations
January 1 to December 31, 2024

Report To: Chair and Members, Niagara Police Service Board

Report Date: 2024-02-03

Recommendation(s)

That the Niagara Police Service Board (Board) receive this report for information.

Key Facts

- The purpose of this report is to advise the Board that the Niagara Regional Police Service (Service) is in compliance with By-Law 443-2024 - Drug Investigations.
- This By-Law contains provisions requiring the Chief of Police to report specific information to ensure compliance with the legislative guidelines.
- This report is submitted to provide the Board with the necessary and required information relating to Drug Investigations.

Financial Considerations

There are no financial implications relating to the recommendations contained within this report.

Analysis

In accordance with By-Law 443-2024, the Chief shall make a written report to the Board on or before August 30 of each year with respect to drug investigations. The report shall include:

- a) A summary of the procedures for the investigations into drug related offences other than simple possession;
- b) The status of Service compliance with said procedures; and
- c) A summary of Service assistance to other police services in respect of drug investigations.

The following is a detailed response to each of the above-noted requirements:

- a) *“...a summary of the procedures for the investigations into drug related offences other than simple possession...”*

The Service has 5 General Orders (Orders) that address the requirements of the Adequate and Effective Policing Guidelines (LE-031) and Board By-Law 443-2024.

- GO 117.11 - Search and Seizure;
- GO 120.08 - Major Drugs and Gangs Unit;
- GO 141.07 - Informants and Agents;
- GO 199.04 - Grow Operations and Clandestine Labs; and
- GO 208.06 - Drug Related Offences.

- b) *“...the status of Service compliance with the said procedures...”*

The Orders provide members of the Service with clear instructions to direct and guide them in the execution of their duties. The Orders also provide a clear understanding of any constraints and expectations specific to their assigned duties. They provide such instructions and understanding, where appropriate, in the form of subsidiary manuals directed at members of specific components, areas, or functions, within the Service.

Training relative to drug investigations is conducted at the Ontario Police College and provides training for drug investigations at both an introductory, and an advanced level. The Canadian Police College also provides Advanced Drug Investigator Training and Clandestine Lab Investigative Training.

- c) *“...a summary of Service assistance to other police services in respect of drug investigations...”*

Members of the Service liaise, assist, and work with various other Municipal/Provincial Police Agencies, the Royal Canadian Mounted Police (RCMP), as well as American Law Enforcement Agencies, including the Federal Bureau of Investigation, U.S. Border Patrol, and U.S. Department of Homeland Security. These partnerships have resulted in international arrests, drug seizures, cash seizures, as well as the exchange of valuable information.

In 2024, the Special Investigative Services (SIS) Unit had 10 members seconded to various joint forces operations. These operations included the Ontario Provincial Police led Biker Enforcement Unit, the Provincial Weapons Enforcement Unit, the Provincial Anti-Terrorism Section, the Provincial Joint-Forces Cannabis Enforcement Team, the Provincial Guns and Gangs Enforcement Team, the Provincial Asset Forfeiture Unit, the Provincial Organized Crime Towing and Auto Theft Team, and the RCMP Combined Forces Special Enforcement Unit.

Alternatives Reviewed

Not applicable.

Relationship to Police Service/Board Strategic Priorities

To comply with the provisions of Board By-Laws and to maintain compliance with the Adequate and Effective Policing requirements. On an on-going basis, members of SIS liaise with police partners provincially, nationally, and internationally for the purpose of information sharing. This is key to the mandate of this unit, in that the maximum amount of quality drug information is gathered, analyzed, and shared with officers in investigative units and frontline policing.

Relevant Policy Considerations

Board By-Law 443-2024 – Drug Investigations

GO 117.11 - Search and Seizure

GO 120.08 - Major Drugs and Gangs Unit

GO 141.07 - Informants and Agents

GO 199.04 - Grow Operations and Clandestine Labs

GO 208.06 - Drug Related Offences

Adequate and Effective Policing Regulation, LE-031 - Drug Investigations

Other Pertinent Reports

8.9 - 2024.02.22 Annual Report – Drug Investigations – January 1 to December 31, 2023

This report was prepared by David Santo, Staff Sergeant, Special Investigative Services; in consultation with and reviewed by Mike Tripp, Inspector, Major Crime. Reviewed by Dave Masotti, Superintendent, Investigative Services. Recommended by Mario Lagrotteria, Acting Deputy Chief, Community Services.



Submitted by:

Luigi Greco #9366

Acting Chief of Police

Appendices

Appendix 1 Drug Seizure Statistics

APPENDIX 1

Drug Seizures	2022	Value	2023	Value	2024	Value
Marihuana Dry	See below	See below	See below	See below	See below	See below
Marihuana Plants	See below	See below	See below	See below	See below	See below
Hashish	301.16 grams	\$6,023.20	1340.81 grams	\$13,408.10	926.7 grams	\$9267.00
Cocaine	11,022.85 grams	\$1,102,285.00	17353.34 grams	\$1,735,334.00	12496.93 grams	\$1,249,693.00
MDMA	1110 grams	\$138,750.00	393.12 grams	\$49,140.00	242.20 grams	\$30,275.00
Oxycodone	1256 pills	\$6,280.00	1850 pills	\$9,250.00	6146.5 pills	\$30,732.50
Heroin	203 grams	\$40,600.00	252.08 grams	\$50,416.00	70.6 grams	\$14,120.00
Methamphetamine	8458 grams	\$1,057,250.00	124.71 grams	\$15,588.75	373.7 grams	\$46,712.50
Fentanyl (including Carfentanil)	2,453.06 grams	\$858,571.00	16382.61 grams	\$5,733,913.50	9451.67 grams	\$3,308,084.50
Hydromorphone	1,742 pills	\$34,840.00	2618 tabs	\$52,360.00	723 pills	\$14,464.00
Morphine	1,561 pills	\$23,415.00	4 pills	\$60.00	290 pills	\$4350.00
Psilocybin	305 grams	\$3,050.00	9589.40 grams	\$95,894.00	334.7 grams	\$3347.00

Due to the NRPS' involvement in the Provincial Joint-Forces Cannabis Enforcement Team (PJFCET) Central-West, statistics related to cannabis have been provided accordingly.

CENTRAL-WEST WARRANTS EXECUTED BY PJFCET IN NIAGARA REGION

TYPE	TOTAL
Total Warrants Executed	1 Cannabis Production Sites 11 Illegal Cannabis Storefronts 12 Total
Location of Warrants Executed	St. Catharines (2) Niagara Falls (3) Thorold (2) Fort Erie (2) Welland (3)
Total Estimated Value of Drugs Seized	\$8,935,199.00
Total Duty (Profit) Loss	\$7,974,746.83
Total Arrests	29

Investigations within the Niagara Region accounted for approximately 38% of the total investigations where PJFCET executed warrants.

PJFCET STATISTICS – PROVINCE WIDE

2024 - PJFCET ENFORCEMENT ACTION TYPE	TOTAL
Total Warrants Executed	31
Total Value of Drugs Seized	\$47,472,494.20
Total Duty (Profit) Loss	\$ 34,511,977.45
Total Arrests	47
CHARGES	124
Provincial Charges	0
Federal Charges	63
Criminal Code Charges	54

SEIZED ITEMS	AMOUNT
Dried Cannabis	2,687 kilograms
Cannabis Plants	38,711
Cannabis Clones	491
Cannabis Shake	420 kilograms
Hashish	5282 grams
Vape Pens	3130
Pre-Rolled Cannabis	12,163
Cannabis Oils	1210 grams
Shatter	0 grams
Edible Cannabis Products	7743 packages
Cocaine	71 grams
Fentanyl	0
Psilocybin	395 grams
Psilocybin Edible Packaged Products	118
Other Cannabis Packaged Products	987
Canadian Currency	\$115,125.90
Value of Seized Vehicles	\$ 0
Value of Other Seized Items	4 vehicles (value not indicated)



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Annual Report - Fundraising for Service Related Organizations -
January 1, 2024 – December 31, 2024

Report To: Chair and Members, Niagara Police Service Board

Report Date: 2025-01-31

Recommendation(s)

That the Niagara Police Service Board (Board) receive this annual report respecting fundraising for Service-related organizations.

Key Facts

- In 2024, members of the Niagara Regional Police Service (NRPS) were involved in several fundraising events throughout the Region.
- Organizations such as Community Care, Special Olympics, the United Way, the McMaster Children's Hospital Foundation, and the Out of the Cold Program have all benefitted from members of the Service volunteering their time and making direct donations of money to the charitable cause.
- Often the participation of the Service in these events provides publicity for these outstanding community partners.
- The money raised by these worthwhile causes is administered by the individual charities themselves, not the Service.
- Although these organizations have benefitted from their association with the Service, along with the work and dedication of our membership in supporting these causes, the efforts did not require reporting through the NRPS to the Board as per By-Law 414-2024.

Financial Considerations

No financial considerations.

Analysis

Relevant sections of By-Law 414-2024, a By-Law Respecting Fundraising for Service-Related Organizations state the following:

1 PREAMBLE

1.3 *"Whereas certain organizations are permitted by the Board to use the NRPS name and logo..."*

2 DEFINITIONS

2.6 *"Fundraising" means the solicitation of money for the benefit of a Service-Related Organization and not the Service, and the sale of goods, services or licences by the Service-Related Organization for the purpose of raising money for the benefit of that organization.*

2.11 *"Service-Related Organization" means any individual group, club, team or organization which is comprised wholly or in part of Service Members and which uses the name or logo of the Service as part of its name, or which holds out as related to the Service.*

3 APPLICATION

3.1 *This by-law applies to:*

3.1.1. *Fundraising by Service-Related Organizations,*

3.1.3. *The receipt and/or disbursement of any monies received on account of Fundraising by Service-Related Organizations.*

3 RESTRICTIONS

4.3 *The Board shall not approve any Fundraising proposal which may in the opinion of the Board compromise the integrity, objectivity or impartiality of the Service.*

4 FUNDRAISING

5.1 *This Article applies to any Fundraising initiative undertaken by a Service-Related Organization in which the total money proposed to be raised exceeds \$5,000.*

5.2 *No such Fundraising shall be undertaken without prior Board approval.*

In addition to the above information, there were no requests from Service-Related organizations to use the NRPS name and logo in 2024.

Alternatives Reviewed

To not receive this report.

Relationship to Police Service/Board Strategic Priorities

Participating in fundraising for Service related organizations allows members of the Service to be active participants and leaders in the community. It further allows Service members to work in collaboration with stakeholders from communities to make Niagara a better place to live, grow, and play. This helps foster a culture of community collaboration and engagement.

Relevant Policy Considerations

By-Law 414-4024 - Fundraising for Service-Related Organizations.

Other Pertinent Reports

8.10 – 2024.02.22 – Annual Report - Fundraising for Service-Related Organizations - January 1 to December 31, 2023.

This report was prepared by Inspector Nilan Davé, Executive Officer, Chief's Office and reviewed by Bill Fordy, Chief of Police.



Submitted by:

Luigi Greco #9366
Acting Chief of Police

Appendices

Not applicable.



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Annual Report – Hate/Bias Motivated Crimes and Hate Propaganda Offences - January 1 to December 31, 2024

Report To: Chair and Members, Niagara Police Service Board

Report Date: 2025-02-04

Recommendation(s)

That the Niagara Police Service Board (Board) receive this report for information.

Key Facts

- The purpose of this report is to advise the Board that the Niagara Regional Police Service (Service) is in compliance with By-Law 447-2024 Hate/Bias Motivated Crimes and Hate Propaganda Offences.
- The Chief of Police is required to make a written annual report to the Board with respect to Hate/Bias Motivated Crimes and Hate Propaganda Offences.
- This report provides information to the Board for review and consideration of information relating to the Service's response to Hate/Bias Motivated Crimes and Hate Propaganda.

Financial Considerations

There are no financial implications relating to the recommendations contained within this report.

Analysis

In accordance with By-Law 447-2024, the Chief shall make a written report to the Board on or before August 30 of each year in respect of the investigation of Hate Propaganda Offences and Hate/Bias Motivated Crimes. The report shall include:

- a) A summary of the written procedures concerning the investigation of Hate Propaganda Offences and Hate/Bias Motivated Crimes, including changes since the date of the last report;
- b) The status of Service compliance with the said procedures;

- c) Confirmation that members dealing with Hate Propaganda Offences and Hate/Bias Motivated Crimes, have been trained in accordance with Section 4.5; and
- d) A report on the Service's involvement in community organizations to prevent the repetition of Hate Propaganda Offences and Hate/Bias Motivated Crimes.

The following is a detailed response to each of the above-noted requirements:

- a) *"...a summary of the written procedures concerning the investigation of Hate Propaganda Offences and Hate/Bias Motivated Crimes, including changes since the date of the last report ..."*

General Order (GO) 027.09 with respect to Hate Crime, outlines the procedure to be followed when members are called upon to investigate hate propaganda offences or public complaints of hate or bias motivated crimes.

Hate/bias motivated crimes and hate propaganda offences have an impact beyond the physical and emotional trauma to the victim. The victim's cultural, ethnic, religious or lifestyle group, and the community, can also be affected. If left unchecked, these crimes can result in the escalation in varying degrees of tension between the different community groups.

The Service takes a lead role in coordinating the response to hate/bias motivated crimes and hate propaganda offences. A strong Service and community response to this type of crime will show the perpetrators their actions will not be tolerated.

- b) *"...the status of Service compliance with the said procedures..."*

When the Service receives a report(s) of hate/bias motivated crime, the officer in charge of the District Detective Office where the incident occurred shall cause a full investigation to be conducted.

The Hate Crime Coordinator is a member of the Criminal Intelligence Unit within Special Investigative Services. The Coordinator shall be notified and kept apprised of the investigation's status and will become involved, as necessary. The Equity, Diversity, and Inclusion (EDI) Unit shall also be notified to aid with proactive and reactive community engagement to ensure the proper information and concerns are being addressed with Service members and within the Community. The Service, in partnership with Victim Services Niagara, provides assistance to victims of crime, trauma, and tragic circumstances in such instances.

Where prosecutions of hate/bias motivated crime result, the Ministry of the Attorney General provides further assistance to victims of crime through their Victim/Witness Assistance Coordinator. The Victim/Witness Coordinator liaises with the Crown Attorney, police, victims, and witnesses during the pre-prosecution and post-prosecution stages and acts as a support service.

In 2024, there were 33 reported occurrences that had a hate and/or bias related element. Of those 33 occurrences, 27 were designated a hate incident and 6 were designated a hate crime. These designations are police classifications at the time of this report. They can be subject to change as the matter proceeds through the court system.

The EDI Unit continues to work extensively on personal outreach with marginalized communities. They also utilize social media to raise awareness with respect to reporting incidents of hate and bias. The Service's #StopHateNiagara campaign introduced and provided pamphlets to further connect with community groups to encourage reporting and ensure these types of incidents are captured. The Service continued its commitment in educating the community and public regarding hate/bias related incidents.

The occurrences in 2024 can be further illustrated in the chart below to show which identifiable groups within the Niagara Region were subjected to hate or bias-related occurrences. There were no reported incidents based on age or disability.

Offence	Age	Disability	Sexual Orientation	Gender Identity	Race/Ethnicity	Nationality	Religion	Total
Aggravated Assault					1			1
Assault			1					1
Assault with a weapon					1			1
Break and Enter					1			1
Harassment (Calls/online)			1			3	1	5
Mischief/ Graffiti			5	1	7	2	7	22
Theft under \$5000.00			1		1			2
Sexual Assault			1					1
Uttering Threats						2	1	3
Willful promotion of hatred							1	1
TOTAL			9	1	11	7	10	38

The victimization of the 33 incidents can be further broken down into sub-categories. Data could be duplicated if the occurrence incorporated 1 or more hate/bias elements (i.e., national origin and religion would be categorized as 2 separate occurrences even

though it was part of a single report), which is reflected in the total number of incidents as 38 in the above chart.

Based on race, the Black community was the most frequent group to be subject to hate/biased occurrences, primarily through graffiti. Within the religion category, the Jewish community was the most victimized, primarily through graffiti. The sexual orientation category also represented a majority of targeted occurrences.

As it relates to criminal offences, mischief/graffiti remains the predominant offence reported accounting for nearly 67% of the total occurrences. Harassment and threats represent the second most common offence, which typically involves harassing behaviour with offensive or racial slurs being used.

Of the 33 occurrences, the Service laid 29 criminal charges that are still before the courts; however, none met the *Criminal Code* threshold of a hate/bias crime. In the incidents where charges were laid but did not constitute as a hate/bias crime, the motivation for the accused individual to commit the offence was not or could not be proven to be because of hatred or bias toward the identifiable group. It should be noted as well that these charges could also be the result of a single individual being charged with more than 1 offence for the same incident.

The following is an annual comparison of hate/bias reported incidents for the past three years:

Year	Hate/Bias Reported Incidents	Criminal Charges
2022	41	7
2023	30	3
2024	31	29

- c) *"...Confirmation that members dealing with Hate Propaganda Offences and Hate/Bias Motivated Crimes have been trained in accordance with Section 4.5 ..."*

The Service is dedicated to serving and protecting all residents and visitors within the Regional Municipality of Niagara. In recognition of that commitment, the Service provides its members with current and relative training. In addition, all new recruits attending the Ontario Police College (OPC) receive mandated training on hate/bias crime and Race Relations Modules.

Officers involved in the investigation of hate/bias motivated crimes and hate propaganda offences are part of a network of over 15 police services responsible for intelligence gathering and specialized support on investigations into hate/bias motivated crimes. The Service remains an active partner of the Provincial Hate Crime Extremism Investigative Team and a separate national committee with the Ontario Provincial Police regarding hate crime and criminal extremism.

- d) *"...a report on the Service's involvement in community organizations to prevent the repetition of Hate Propaganda Offences and Hate/Bias Motivated Crimes ..."*

The Service strives to embrace the cultural diversity that reflects the ethnic backgrounds of the communities in the Niagara Region. Officers voluntarily participate in cultural events in the community, which benefits the Service and the organizations by promoting partnerships and understanding. In addition, through the Chief of Police Community Inclusion Council, cross table education and dialogue allows the Service to engage with and hear concerns directly from members of our community.

Uniform members continue to receive Diversity and Hate Crime training while at OPC as part of their basic constable training. Once they have graduated, they return to the Training Unit and receive further training from the EDI Unit and from the Hate Crime Coordinator.

In 2024, the Service continued mandatory Equity and Diversity training for its membership. This framework for training was developed through the Internal Inclusion Committee. It involves two 30-minute learning modules covering Diversity, Inclusion, and Unconscious Biases. The Service remains committed to community input to deliver better tailored training for police and/or community messaging.

In 2024, a localized training program for uniform personnel regarding hate-motivated investigations was implemented. This included a new training video developed and prepared by the Ontario Police Training Video Alliance, training guides available to members, and an interservice hate crime email address. The benefits of this training program prepare officers to effectively incorporate EDI into frontline patrol and investigations.

The EDI Unit continues to work toward their goal of promoting inclusivity and decreasing hate/bias incidents within the Niagara Region. This is accomplished through both mandatory and volunteer training opportunities for Service members, as well as various community outreach and information sessions for members of the public and community partners.

In 2024, the EDI Unit focused largely on training and development, attending several post-secondary educational institutions, and meeting with staff and students to educate them on the role of policing in Canada, as well as the various cultures and religions that exist throughout the Niagara Region. Additionally, the EDI Unit attended newcomer organizations such as the Niagara Folk Arts Multicultural Centre and the Welland Heritage Council and Multicultural Centre to provide insight to immigrants and refugees on the #StopHateNiagara campaign, discussing how to recognize and report hate crimes/incidents, as well as helping them to understanding their rights and responsibilities as residents of Niagara.

For our members, the EDI Unit utilized the "Lunch and Learn" initiative as a teaching opportunity, bringing in subject matter experts to engage with both sworn and civilian

members, furthering their knowledge on the various cultures in Niagara, as well as how to respectfully communicate and work alongside those in diverse deserving groups.

For the reasons stated above, the Service remains in compliance with By-Law 447-2024 Hate/Bias Motivated Crimes and Hate Propaganda Offences.

Alternatives Reviewed

Not applicable.

Relationship to Police Service/Board Strategic Priorities

The training of Service members on current subject matter is continuous. It is through Community Policing, EDI, Crime Stoppers, Corporate Communications, community engagement, and public contact that trust is gained.

Relevant Policy Considerations

Board By-Law 447-2024 Hate/Bias Motivated Crimes and Hate Propaganda Offences
GO 027.09 – Hate Crime

Adequacy and Effective Policing Guideline LE-007 – Hate/Bias Motivated Crimes

Adequacy and Effective Policing Guideline LE-008 – Hate Propaganda

Other Pertinent Reports

8.11 - 2024.02.22 – Annual Report – Hate/Bias Motivated Crimes and Hate Propaganda Offences – January 1 to December 31, 2023.

This report was prepared by David Santo, Staff Sergeant, Special Investigative Services, in consultation with Mike Tripp, Inspector, Major Crime. Reviewed by Dave Masotti, Superintendent, Investigative Services. Recommended by Mario Lagrotteria, Acting Deputy Chief, Community Services.



Submitted by:

Luigi Greco #9366
Acting Chief of Police

Appendices

Not applicable.



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Annual Report – Informants and Agents
January 1 to December 31, 2024

Report To: Chair and Members, Niagara Police Service Board

Report Date: 2025-01-20

Recommendation(s)

That the Niagara Police Service Board (Board) receive this report for information.

Key Facts

- The purpose of this report is to advise the Board that the Niagara Regional Police Service (Service) is in compliance with By-Law 449-2024 – Informants and Agents.
- By-Law 449-2024, a By-Law respecting Informants and Agents, was enacted as a result of Adequacy and Effective Policing Guideline, LE-015 – Paid Informants and Agents.
- This report is submitted to the Board for review and consideration of information relating to informants and agents and the duties and obligations of the Service.

Financial Considerations

The Board receives a quarterly report that details the administration of Special Funds. A total disbursement of \$43,025.00 in Informants Fees from the General Operating Account occurred for the year ending December 31, 2024.

Analysis

In accordance with By-Law, 449-2024, the Chief shall make a written report to the Board on or before August 30 of each year with respect to informants and agents. The report shall include:

- a) The status of the implementation of the written procedures regarding informants and agents;
- b) Confirmation of compliance with the provisions of the procedures regarding informants and agents; and
- c) On an anonymous basis, a summary of payments made to informants.

It is the policy of the Service to utilize information regarding criminal activity supplied through the informant process. When dealing with informants, consideration shall be given to the reliability of the information, any risk to the safety of members, the public and the protection of the informant's identity.

An informant is described as a person who provides information and may be further described as someone who provides information or assistance to a member of the Service on a continuing basis, which may prove useful in an investigation.

The following is a detailed response to each of the above requirements:

- a) *“...the status of the implementation of the written procedures regarding informants and agents...”*

General Order (GO) 141.07 - Informants and Agents was developed to comply with Adequacy and Effective Policing and the Board By-Law. This GO includes clear and strict guidelines for officers who deal with informants and agents. Specific procedures are in place regarding the roles and responsibilities of the individual officer, procedures regarding the Information and Reward Fund, the role of the Confidential Informant Controller (Controller), the use of Police Agents, and the role of the Special Investigative Services Unit Commander.

- b) *“...confirmation of compliance with the provisions of the procedures regarding informants and agents...”*

The Service complies with the provisions of the By-Law by ensuring that specialized training is available to investigators. The following training courses are provided through either the Criminal Intelligence Service of Ontario or the Service's Centre for Policing and Community Safety Studies:

- Human Source Development Course;
- Intelligence Officer Course;
- Criminal Investigators Course;
- Confidential Informant Handlers Course; and
- Confidential Informant Handlers Course – Advanced.

The Controller is involved in the training of frontline officers and detectives in the use of confidential informants. The Controller provides briefings to all uniform shifts related to the GO and is the main contact for the Service regarding confidential informant matters. The Controller administers the Informant Fund for the Service and ensures compliance with the GO in that regard.

In 2024, the Controller continued training and mentoring frontline members and investigators with respect to the Confidential Informant Management System (CIMS), which is a centralized databank within the Province of Ontario. This system has enhanced the information sharing capabilities of police services across Ontario. CIMS is

operational and GO 141.07 has been updated to reflect the necessary changes, because of CIMS implementation and to reflect provincial protocols.

- c) *“...on an anonymous basis, a summary of payments made to informants...”*

The Board receives a quarterly report that details the administration of Special Funds. Disbursement of \$43,025.00 in informant fees from the General Operating Account occurred for the year ending December 31, 2024. The cost associated to informants varies annually depending on both the type and number of investigations.

Alternatives Reviewed

Not applicable.

Relationship to Police Service/Board Strategic Priorities

To comply with the provisions of Board By-Laws and to maintain compliance with the Adequacy and Effective Policing Guidelines.

Relevant Policy Considerations

Board By-Law 449-2024 – Informants and Agents
Adequacy and Effective Policing, LE-015 – Paid Informants and Agents
GO 141.07 - Informants and Agents

Other Pertinent Reports

8.12 – 2024.02.22 - Annual Report – Informants and Agents - January 1 to December 31, 2023.

This report was prepared by David Santo, Staff Sergeant, Special Investigative Services, in consultation with Mike Tripp, Inspector, Major Crime. Reviewed by Dave Masotti, Superintendent, Investigative Services. Recommended by Mario Lagrotteria, Acting Deputy Chief, Community Services.



Submitted by:
Luigi Greco #9366
Acting Chief of Police

Appendices

Not applicable.



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Annual Report – Major Incident Command
January 1 to December 31, 2024

Report To: Chair and Members, Niagara Police Service Board

Report Date: 2025-01-27

Recommendation(s)

That the Niagara Police Service Board (Board) receive this report for information.

Key Facts

- The purpose of this report is to advise the Board that the Niagara Regional Police Service (Service) is in compliance with By-Law 482-2024 as it relates to Major Incident Command.
- The Chief is required to make a written annual report to the Board with respect to Major Incident Command.
- This report will set out the particulars with respect to the procedures required, compliance with the procedures, the Major Incident Command Manual, and deployment of Major Incident Commanders.

Financial Considerations

There are no financial implications relating to the recommendations contained within this report.

Analysis

In accordance with By-Law 482-2024, the Chief shall make a written report to the Board on or before August 30 of each year in respect of Major Incident Command. The report shall include:

- a) a summary of the procedures as required by this By-Law;
- b) the status of Service compliance with the said procedures;
- c) confirmation of the development and maintenance of the Manual on Major Incident Command; and
- d) a summary of the circumstances in which Major Incident Commanders have been deployed.

This Board Report will outline each of the above and confirm our compliance with the By-Law.

a) *“...a summary of the procedures as required by this By-Law...”*

The Service is required to have trained Major Incident Commanders available within a reasonable response time to provide their services, 7 days a week and 24 hours a day. The written procedures for the deployment of a Major Incident Commander (with respect to incidents that are tactical in nature) are set out in General Order (GO) 235.04 entitled Major Incident Command, which was approved by the Chief of Police on July 26, 2024. This policy provides clear direction with respect to all aspects of Major Incident Command and is consistent with the language and direction found within the Adequacy and Effective Policing Regulations and the Policing Standards Manual.

b) *“...the status of Service compliance with the said procedures...”*

The Service is in compliance. The Service has a total of four Senior Officers who have received Ministry accredited training with respect to Major Incident Command. The Inspector in charge of Emergency Services acts as the Primary Major Incident Commander for those incidents that call for a tactical response. Other Senior Officers who have received training in this area provide support as needed on a part-time basis. The Inspector of Emergency Services maintains a current list of members qualified to act as Major Incident Commanders. Copies of the list are also available to the Duty Office and Communications Unit.

c) *“...confirmation of the development and maintenance of the Manual on Major Incident Command...”*

Previously, the Service relied only upon the Canadian Police College Training Manual for Incident Commanders, to serve as its Manual with respect to Major Incident Command. This was supplemented by a number of Service GOs and the Regional Municipality of Niagara Emergency Plan. GO 235.04, when taken in conjunction with Major Incident Command Training Manuals and other supporting GOs, has been written in such a way as to better reflect the requirement for the Service to develop and maintain a Major Incident Command Manual. These reference materials are maintained in the Command Post.

d) *“...a summary of the circumstances in which Major Incident Commanders have been deployed...”*

In 2024, the services of a Major Incident Commander were used on 72 occasions. This number, in part, can be attributed to an improved process that requires the engagement of key personnel across command areas, ensuring a consistent approach to safely resolving all critical incidents.

Incidents Led by a Major Incident Commander:

Year	Number of Incidents
2022	61
2023	58
2024	72

The following is a summary of the circumstances in which Major Incident Commanders were deployed from January 1 to December 31, 2024:

January 2024 (5 Incidents):

- 1 – High-Risk Search Warrant
- 4 – High-Risk Arrests

February 2024 (6 Incidents):

- 3 – High-Risk Search Warrants
- 1 – Armed/Barricaded Person
- 1 – High-Risk Arrest
- 1 – Missing Person

March 2024 (3 Incidents):

- 2 – High-Risk Search Warrants
- 1 – Support to Other Unit

April 2024 (4 incidents):

- 1 – Suicidal Person
- 1 – High-Risk Warrant
- 1 – Support to Other Unit
- 1 – Missing Person

May 2024 (8 Incidents):

- 5 – High-Risk Search Warrants
- 1 – Hostage Rescue
- 2 – Armed/Barricaded Persons

June 2024 (7 Incidents):

- 4 – High-Risk Search Warrants
- 1 – High-Risk Arrest
- 2 – Suicidal Persons

July 2024 (9 Incidents):

- 3 – High-Risk Search Warrants
- 3 – High-Risk Arrests
- 1 – Armed/Barricaded Person
- 1 – Support to Other Unit
- 1 – Missing Person

August 2024 (8 Incidents):

- 6 – High-Risk Search Warrants
- 1 – Armed/Barricade Person
- 1 – Support Other Unit

September 2024 (7 Incidents):

- 4 – High-Risk Search Warrants
- 1 – High-Risk Arrest
- 1 – Armed/Barricade Person
- 1 – Suicidal Person

October 2024 (4 Incidents):

- 2 – High-Risk Arrests
- 1 – High-Risk Warrant
- 1 – Armed/Barricaded Person

November 2024 (6 Incidents):

- 3 – High-Risk Search Warrants
- 1 – High-Risk Arrest
- 2 – Armed/Barricaded Persons

December 2024 (5 Incidents):

- 1 – Armed/Barricaded Person
- 3 – High-Risk Warrants
- 1 – High-Risk Arrest

Alternatives Reviewed

Not applicable.

Relationship to Police Service/Board Strategic Priorities

To comply with the provisions of Board By-Laws and to maintain compliance with Adequate and Effective Policing.

Relevant Policy Considerations

Board By-Law 482-2024 - Major Incident Command
GO 235.04 – Major Incident Command

Other Pertinent Reports

8.13 – 2024.02.22 – Annual Report – Major Incident Command – January 1 to December 31, 2023.

This report was prepared by Matt Hodges, Inspector, Emergency/Tactical Services, and reviewed by Darrin Forbes, Superintendent, Emergency Planning. Recommended by Todd Waselovich, Deputy Chief, Operational Services.



Submitted by:

Luigi Greco #9366
Acting Chief of Police

Appendices

Not applicable.



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Annual Report - Marked Patrol Vehicles
January 1 to December 31, 2024

Report To: Chair and Members, Niagara Police Service Board

Report Date: 2025-02-10

Recommendation(s)

That the Niagara Police Service Board (Board) receive this report for information.

Key Facts

- The purpose of this report is to provide the Board with an annual report as stated in By-Law 484-2024 respecting Marked Patrol Vehicles.
- This report contains a summary of the written procedures regarding marked general patrol vehicles, the status of Service compliance with said procedures, and information specific to the acquisition and deployment of these vehicles.
- For the period of January 1, 2024, to December 31, 2024, the Service complied with the written procedures regarding marked patrol vehicles.

Financial Considerations

There are no financial implications relating to the recommendations contained within this report.

Analysis

In accordance with By-Law 484-2024, the Chief shall make a written report to the Board on or before August 30 of each year. The report shall include:

- a) A summary of the written procedures regarding marked patrol vehicles;
- b) The status of Service compliance with the said procedures;
- c) The total number of police vehicles and kilometers travelled; and
- d) As part of the budget and procurement process, the Chief shall report on acquisition of police vehicles.

The following is a detailed response to each of the above-noted requirements:

- a) *“...a summary of the written procedures regarding marked patrol vehicles...”*

A summary of the written procedures regarding marked patrol vehicles are provided in the following General Orders (GOs):

- GO 010.14 - Service Vehicles
- GO 042.13 - Suspect Apprehension Pursuits
- GO 138.06 - Assistance to Motorists
- GO 139.05 - Police Vehicle Escorts
- GO 191.08 - Ride-Alongs

- b) *“...the status of Service compliance with the said procedures...”*

During the period of January 1, 2024, to December 31, 2024, the Service was in compliance with the written procedures noted above.

- c) *“...the total number of police vehicles and kilometers travelled...”*

The total number of police vehicles as of December 31, 2024, excluding fork trucks, trailers, marine vessels, and all-terrain vehicles was 361. This included frontline vehicles, investigative vehicles, administrative vehicles, and new vehicle stock (yet to be deployed).

The total annual distance travelled in the 12-month period was approximately 18,737,283 kilometers.

- d) *“...as part of the budget and procurement process, the Chief shall report on the acquisition of police vehicles...”*

All Service vehicles underwent a rigid maintenance schedule designed to maintain a high level of mechanical fitness and vehicle reliability. This process, in conjunction with established criteria to guide vehicle replacements provides for a vehicle fleet that allows the Service to meet its objectives.

Alternatives Reviewed

Not Applicable.

Relationship to Police Service/Board Strategic Priorities

To comply with the provisions of Board By-Laws and to maintain compliance with the Adequate and Effective Policing requirements.

Relevant Policy Considerations

Board By-Law 484-2024 - Marked Patrol Vehicles

GO 010.14 - Service Vehicles

GO 042.13 - Suspect Apprehension Pursuits

GO 138.06 - Assistance to Motorists

GO 139.05 - Police Vehicle Escorts

GO 191.08 - Ride-Alongs

Adequate and Effective Policing Regulation AI-008 - Marked General Patrol Vehicles

Other Pertinent Reports

8.14 – 2024.02.22 Annual Report - Marked General Patrol Vehicles - January 1 to December 31, 2023

This report was prepared by Stephen Harman, Materials Manager, Fleet Services, and reviewed by Laura Rullo, Director, Finance and Asset Management. Recommended by Sandy Staniforth, Acting Deputy Chief, Support Services.



Submitted by:

Luigi Greco #9366

Acting Chief of Police

Appendices

Not applicable.



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Annual Report – Occupational Health and Safety –
January 1 to December 31, 2024

Report To: Chair and Members, Niagara Police Service Board

Report Date: 2025-01-24

Recommendation(s)

That the Niagara Police Service Board (Board) receive this report for information.

Key Facts

- The purpose of this report is to confirm that the Service is in compliance with Board By-Law 419-2024 – Occupational Health and Safety.
- The Chief is required to make an annual written report to the Board with respect to Board By-Law 419-2024.
- For the period ending December 31, 2024, the Service was in compliance with the written policies and procedures respecting Occupational Health and Safety.

Financial Considerations

There are no financial implications relating to the recommendations contained in this report.

Analysis

In accordance with Board By-Law 419-2024, Occupational Health and Safety, the Chief shall make an annual written report to the Board which shall include:

- (i) A summary of the procedures as required by the By-Law; and
- (ii) The status of Service compliance with said procedures.

General Order 087 – Occupational Health and Safety Program outlines the Service's Occupational Health and Safety program pursuant to the Occupational Health and Safety Act, R.S.O.1990 and its regulations, as well as Adequate and Effective Policing.

The General Order outlines the responsibilities of the Chief, supervisors/managers, and all members with respect to ensuring that the highest level of health and safety standards are achieved and maintained. In addition, important aspects of the Service's health and safety program are described within this General Order, including the

composition and role of the Joint Health and Safety Committee, the reporting of critical and non-critical injuries/illness, Workplace Hazardous Materials Information System (WHMIS), and workplace inspections.

There are also other General Orders which outline safe work practices and the responsibility of members and supervisors to ensure that precautions are taken in their day-to-day work.

Pursuant to the Occupational Health and Safety Act, General Order 087 – Occupational Health and Safety Program is reviewed on an annual basis in conjunction with the Joint Health and Safety Committee.

Alternatives Reviewed

Not applicable.

Relationship to Police Service/Board Strategic Priorities

This report is being provided for information purposes.

Relevant Policy Considerations

The General Order, together with other relevant or related General Orders, the relevant Collective Agreement(s), and the Occupational Health and Safety Act, guide the Occupational Health and Safety Program for the Service.

Other Pertinent Reports

8.15 – 2024.02.22 – Annual Report – Occupational Health and Safety – January 1 to December 31, 2023.

This report was prepared by Cheryl Pathe, Manager, Member Health and Safety in consultation with Linda Blood, Director Human Resources. Recommended by Luigi Greco, Deputy Chief, Support Services.



Submitted by:

Luigi Greco #9366
Acting Chief of Police

Appendices

Not applicable.



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Annual Report – Police Action at Labour Disputes -
January 1 to December 31, 2024

Report To: Chair and Members, Niagara Police Service Board

Report Date: 2025-02-05

Recommendation(s)

That the Niagara Police Service Board (Board) receive this report for information purposes.

Key Facts

- The purpose of this report is to advise the Board that the Niagara Regional Police Service (NRPS) is in compliance with Board By-Law 487-2024 - Police Action at Labour Disputes.
- The Chief is required to make an annual written report to the Board in respect to Police Action at Labour Disputes.
- The reporting period of this report is January 1, 2024, to December 31, 2024.

Financial Considerations

There are no financial considerations relating to the recommendations contained within this report.

Analysis

In accordance with By-Law 487-2024, the Chief shall make a written report to the Board on or before August 30 of each year in respect of Police Action at Labour Disputes. The report shall include:

- a) A summary of the written procedures concerning police action at labour disputes;
- b) The status of Service compliance with the said procedures; and
- c) A summary of any incidents of police response to a labour dispute.

The following is a detailed response to the above noted requirements:

- a) "...a summary of the written procedures concerning police action at labour disputes..."

The NRPS has established written procedures concerning police action at labour disputes which can be found within General Order 132 - Labour Disputes. Specific police procedures are outlined in Sections 3.1 to 3.26 inclusive. Furthermore, section 3.15 details the role of the Labour Dispute Officer.

- b) "...the status of Service compliance with the said procedures..."

As per section 3.15, Labour Dispute Liaison Officers/District Administrative Sergeant fall under the direction of District Commanders and will be responsible for coordinating the implementation of these procedures. During this reporting period, the Service remained compliant with all procedures.

The Service conducts a bi-annual review of all General Orders; General Order 132 - Labour Disputes is currently under review.

- c) "...a summary of any incidents of police response to a labour dispute..."

Workers at the Liquor Control Board of Ontario (LCBO) began strike action on July 5, 2024, after talks with the Ontario Public Service Employees Union (OPSEU) broke down. NRPS members attended the Glendale LCBO location in St. Catharines on July 8 and July 9, 2024, to liaise with picketing parties to ensure the flow of traffic was not impacted to the additional stores in the plaza.

Alternatives Reviewed

Not applicable.

Relationship to Police Service/Board Strategic Priorities

This report is submitted for information purposes, pursuant to By-Law 487-2024 – Police Action at Labour Disputes.

Relevant Policy Considerations

PSB By-Law 487-2024 – Police Action at Labour Disputes
General Order 132.06 – Labour Disputes
Community Safety and Policing Act, 2019 – s.20 O.Reg. 3/99
Policing Standards Manual (2000) – Part PO-002

Other Pertinent Reports

8.15 – 2024-03-28 Police Action at Labour Disputes January 1 to December 31, 2023.

This report was prepared by Sarah Rose, Inspector, 1 District. Reviewed by Rob LaPlante, Acting Superintendent, Community Services. Recommended by Mario Lagrotteria, Acting Deputy Chief, Community Services.



Submitted by:
Luigi Greco #9366
Acting Chief of Police

Appendices

Not applicable.



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Annual Report – Public Order Units
January 1 to December 31, 2024

Report To: Chair and Members, Niagara Police Service Board

Report Date: 2025-01-27

Recommendation(s)

That the Niagara Police Service Board (Board) receive this report for information.

Key Facts

- The purpose of this report is to advise the Board that the Niagara Regional Police Service (Service) is in compliance with By-Law 495-2024 – Public Order Units.
- The Service has had a Public Order Unit (POU) since 2022.
- The Chief is required to make a written annual report to the Board with respect to POU.

Financial Considerations

For the year ended December 31, 2024, the POU incurred net expenses of \$710,515.54. Of this amount, \$514,983.42 (72%) were labour-related costs. Overtime costs were the main contributing factor, totalling \$318,222.24 for the year. Uniform costs amounted to \$19,117.75. Items purchased included combat shirts, pants, tactical shirts, tactical pants, and other uniform items.

For the year, the unit acquired necessary minor machinery and equipment in the amount of \$223,125.29. Items acquired included less lethal platforms, less lethal munitions, a long-range acoustic device, conducted energy weapons, helmets, and protective armour.

Analysis

In accordance with By-Law 495-2024, the Chief shall provide the Board with a written report on an annual basis in respect of the POU. The report shall include:

- a) a summary of the procedures concerning POU services as required by this By-Law;
- b) the status of Service compliance with said procedures;

- c) confirmation that Members have been trained in accordance with Section 4.3;
- d) confirmation of the development and maintenance of the manual on POU services; and
- e) a summary of the circumstances in which the POU has been deployed.

This Board report will outline each of the above and confirm our compliance with the By-Law:

- a) *“...a summary of the procedures concerning POU services as required this By-Law...”*

Section 7(2) of Ontario Regulation 392/23 of the Community Safety and Policing Act, 2019, requires provisions for a Police Service to maintain the public peace.

“...The following standards for adequate and effective policing, relating primarily to maintaining the public peace, are prescribed:

1. *Maintaining the public peace shall include the functions of a POU.*
2. *A POU shall have the capacity to deploy to a public order incident...”*

In May 2022, the Service created its own POU and is no longer reliant on a Shared Services Agreement with Hamilton and Waterloo Regional Police Services.

General Order (GO) 150.07 – Civil Disturbances and Mass Arrests defines the circumstances justifying the deployment of the POU, the notifications required, and the manner in which the deployment is approved and activated.

GO 259.01- Public Order Unit reflects the fact that the Service now has its own POU, and this policy also addresses the circumstances that call for the notification of appropriate officials in relation to Sections 63 to 68 of the *Criminal Code of Canada* in relation to unlawful assemblies and riot situations.

- b) *“...the status of Service compliance with said procedures...”*

The Service is in compliance with legislative requirements. The Service’s procedures regarding the POU fulfill the legislative requirements listed within Section 8 (2) of Ontario Regulation 392/23 of the Community Safety and Policing Act, 2019.

“...Procedures respecting the deployment of a public order unit for planned and unplanned public order incidents...”

In April 2022, members were selected for the Service's POU. These officers took part in the Basic Public Order Unit training course administered by officers with the Hamilton POU.

- c) *"...confirmation that Members have been trained in accordance with Section 4.3 ..."*

The POU Training cadre will address the ongoing training of members of the POU. This training will take place semi-annually, with one week set in the spring and the other in the fall.

In 2024, 4 Service instructors were trained to facilitate POU annual training. Our Basic Training Course is in compliance with the Ontario Police College provincial standards.

In 2024, 3 members of the POU were trained as Less Lethal Instructors, 5 members trained as Search Managers, 3 members were trained as Remotely Piloted Air Systems (RPAS) pilots, and 2 additional members were trained as Police Liaison Team members.

- d) *"...confirmation of the development and maintenance of the manual on POU services..."*

The Service has created a POU manual outlining legislative requirements pertaining to the POU, as well as the training and testing members are required to participate in.

- e) *"...a summary of the circumstances in which the POU has been deployed..."*

On March 13, 2024, members of the POU conducted a ground search in the areas surrounding the Bruce Trail south of Merritt Street, St. Catharines to support the investigation of a missing person. An extensive area was covered in detail by the POU; however, the missing person remained outstanding.

April 8, 2024, the Hamilton and London POU's assisted the Service's POU during the solar eclipse event along the Niagara Parkway in Niagara Falls. Due to inclement weather a smaller than expected crowd turned out for the event and the supporting teams were released.

On May 14, 2024, Prime Minister Justin Trudeau, and the Premier of Ontario, Doug Ford, attended the Port Colborne Engineering and Operations Centre. Approximately 55-75 protestors attended and attempted to block ingress to the site and disrupt the Prime Ministers departure. Members of the POU maintained a peaceful demonstration and facilitated an uninterrupted visit by the dignitaries.

On June 7, 2024, an unsanctioned event commonly referred to as "Beach Day" occurred with the largest concentration of high school and post secondary youths

attending Sunset Beach in St. Catharines. Several disturbances occurred resulting in the intervention of the POU and patrol resources. Approximately 1000 youths attended the event.

On June 8, 2024, Pride in the Park was hosted by the City of St. Catharines in Montebello Park. As a result of protestor action that was taken at the previous year's event, the Service's POU took a proactive approach and provided a visible presence, which resulted in a peaceful event in 2024 with no reported issues.

On June 9, 2024, the POU was deployed to Toronto for a joint POU event, the Walk with Israel, which occurs annually. The event was attended by over 55,000 participants and a highly organized and vocal contingent of protestors. This was a cost recovery deployment paid for by the City of Toronto.

On July 1, 2024, Canada Day celebrations in Niagara Falls saw 60,000 participate in celebrations between Clifton Hill and Murray Hill along the Niagara Parkway. The POU was deployed to facilitate a peaceful event. Shortly before midnight the POU was called to attend Sherkston Shores in the City of Port Colborne to respond to a disturbance involving approximately 500 young people. The POU attended and was successful in dispersing the gathering and preventing further incidents and injuries from occurring.

On July 5 and 6, 2024, the POU was requested to attend the Born and Raised Concerts at Montebello Park in the City of St. Catharines. The concerts drew thousands of members of the public to the weekend performances. Members of the POU and uniform resources stood by to ensure that peace was maintained.

On July 9, 2024, members of the POU conducted a ground search for a missing vulnerable person in the City of Niagara Falls. An extensive search was conducted by POU members in support of the investigation.

On July 21, 2024, a Palestinian protest was held in Niagara Falls including protest members from Toronto and Hamilton. The protest intended on walking onto the Rainbow bridge to rendezvous with protest members on the American side. Hamilton and Waterloo POU members attended and assisted the Service's POU in securing the bridge and escorting the march through the City of Niagara Falls. Approximately 700 protest members attended.

On August 2 and 3, 2024, the Service's POU assisted with the Canal Days event in the City of Port Colborne. Concerts were held on both dates, culminating with their main show on Saturday evening. A crowd surge occurred resulting in a stampede, which breached the perimeter fence. Approximately 14,000 people attended the event exceeding the approved capacity. The POU coordinated with event organizers to mitigate the situation and maintain order.

On September 28, 2024, during the Niagara Grape and Wine Festival, a Pro-Palestinian protest was held downtown in the City of St. Catharines. Prior to the Palestinian event, on the same day, the POU was deployed to the Rainbow Bridge to maintain order during a Freedom Convoy protest where protest members walked onto the bridge to meet with counterparts on the American side. The POU was successful in preventing disruption to commerce at the Rainbow Bridge, as well as maintaining order during the St. Catharines Palestinian protest. The Grape and Wine Grande Parade was not disrupted, and order was maintained.

On October 3 and 4, 2024, the POU conducted evidence searches in support of Major Crime regarding a homicide, which occurred in Niagara Falls. Extremely dense and challenging terrain was covered over the 2-day ground search.

On October 5, 2024, the POU supported the Hamilton Police Service's POU at their University Homecoming event both in the city and at McMaster University. Throughout the day and night, approximately 10,000 young adults attended the unsanctioned event. This was a cost recovery deployment paid for by the City of Hamilton.

On October 11, 2024, a planned protest occurred at the Welland Courthouse at 102 East Main Street. The POU attended and liaised with event organizers. Approximately 55 protestors attended, gathering at the intersection of Cross Street and East Main Street, and at the front of the courthouse.

On October 30, 2024, the POU conducted an evidence search at Grimsby Secondary School in response to the detonation of an explosive device.

On November 14, 2024, the POU conducted a ground search for a missing person along the Niagara River, in Niagara-on-the-Lake. Members searched the area and also utilized an RPAS to scan the challenging areas of the shoreline and Niagara River.

On December 31, 2024, the POU was deployed to Clifton Hill in Niagara Falls for the annual New Year's Eve event. Approximately 35,000 people attended despite the inclement weather. Members of the POU along with frontline patrol resources maintained a high visibility presence ensuring that peace was maintained.

For the reasons stated above, the Service remains in compliance with By-Law 495-2024 as it relates to POU's.

Alternatives Reviewed

Not applicable.

Relationship to Police Service/Board Strategic Priorities

To comply with the provisions of Board By-Laws and to maintain compliance with Adequate and Effective Policing requirements.

Relevant Policy Considerations

Board By-Law 495-2024, Public Order Units
GO 150.07 – Civil Disturbances & Mass Arrests
GO 259.01 – Public Order Unit

Other Pertinent Reports

8.8 – 2024.04.25 – Annual Report – Public Order Units – January 1 to December 31, 2023

This report was prepared by Matt Whiteley, Staff Sergeant, Public Order Unit Commander, in consultation with Curtis Custers, Finance Unit, and Jesse Miller, Inspector, Emergency Planning. Reviewed by Darrin Forbes, Superintendent, Emergency Services. Recommended by Todd Waselovich, Deputy Chief, Operational Services.



Submitted by:

Luigi Greco #9366
Acting Chief of Police

Appendices

Not applicable.



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Annual Report Respecting Solicitation and Acceptance of Public Donations, Sponsorships or Private Sector Funding Arrangements January 1, 2024– December 31, 2024,

Report To: Chair and Members, Niagara Police Services Board

Report Date: 2025-01-31

Recommendation(s)

That the Niagara Police Service Board receive this annual report respecting solicitation and acceptance of public donations, sponsorships or private sector funding arrangements.

Key Facts

- Regional Municipality of Niagara Police Services Board By-Law 424-2024 sets out the policy on public donations, sponsorships and private sector funding.
- This by-law requires that the Chief of Police report to the Board annually on all programs carried out by the Service that are funded through outside sources by way of public donations, sponsorships and funding by the private sector.
- In 2024, the Service received a public donation from the estate of Mrs. Irene May Gladwell totalling \$285,000 to the Service Canine Unit.
- To date \$4,005.94 of the public donation have been spent on Canine equipment and supplies.

Financial Considerations

As per the terms of the beneficiary letter, the donation funds are to be spent specifically for expenditures incurred by the Canine Unit, therefore it is considered an externally restricted inflow of funds. As per Public Sector Accounting standards (PSAS) funds received from an external donor with clearly stated stipulations on how the money will be spent must be recorded as unearned revenue until such time when the stipulated expenditures are incurred.

The first installment of funds were deposited to the operating general revenue bank account and recorded as unearned revenue liability on the Services Statement of Financial position (balance sheet).

The second installment of funds is recognized as an accounts receivable and recorded as unearned revenue liability for the 2024 fiscal year.

In accordance with PSAS, close monitoring of the expenditures incurred from this donation fund is required to ensure the donation revenue is recognized in the same period the expenditures are incurred. Both the expense and revenue will be reported on the Service's Operating Statement of Revenue's and Expenditures in future periods.

An in-year operating budget adjustment will be submitted to the Region to increase gross revenues by the amount spent within the year and an offsetting expense recorded within the Canine Unit, resulting in a net nil impact to the net levy expenditure budget. In accordance with the Region's Budget Control By-Law, this budget adjustment is within the Chief's approval authority if the annual amount remains below \$150,000.00.

In 2024, a total of \$4,005.49 was spent on equipment and supplies for the Canine Unit. There remains a balance of \$280,994.51 in unearned revenue liability attributed to the donation from the estate of Mrs. Irene May Gladwell

Analysis

In 2024, neither the Service or the Board entered any arrangement in which the Service endorsed any product or service.

In 2024, the Service received a public donation from the estate of Mrs. Irene May Gladwell totalling \$285,000 to the Service Canine Unit. The Board approved \$142,500.00 of the donation January 2024. Funds were deposited following this date. The Service was advised of a second installment for \$142,500.00 in December 2024 and the Board approved the donation at the January 2025 meeting. Funds have yet to be received.

Alternatives Reviewed

To not receive this report.

Relationship to Police Service/Board Strategic Priorities

To provide citizens, community agencies and corporations the opportunity to support the Service by making public donations, sponsorships or private sector funding arrangements that will support law enforcement services to all citizens equally within the Region of Niagara. Such activity helps foster a culture of community collaboration and engagement.

Relevant Policy Considerations

PSB By-law 424-2024, Solicitation and Acceptance of Public Donations, Sponsorships or Private Sector Funding Arrangements.

General Order 153.08, Public Donations, Sponsorships and Private Sector Funding Arrangements

Other Pertinent Reports

Public Donation – Canine Unit – 2024-01-05 – approved.

Public Donation – Canine Unit – 2024-12-24 – approved.

This report was prepared by Nilan Davé, Inspector, Chief's Office, in consultation with Laura Rullo, Director, Finance and Asset Management.

T. WASELOVICH

Submitted by:

Todd Waselovich
Acting Chief of Police

Appendices

Not applicable.



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Reserve Fund Continuity Schedule – For the period ending December 31, 2024

Report To: Chair and Members, Finance Committee Niagara Police Service Board

Report Date: 2025-02-07

Recommendation(s)

That the Niagara Police Service Board (Board) receives this report for information.

Key Facts

- The purpose of the report is to provide the Board with a status report on the Niagara Regional Police Service (NRPS) and Board Reserve Funds as per Board By-Law 412-2024 Paragraph 6.3.19.
- Niagara Region's Reserve and Reserve Fund Policy (C-F-013), which applies to all departments, Agencies, Boards, and Commissions (ABC's), outlines both the appropriate use and funding for all reserve and reserve funds.
- The purpose of the policy is to formalize guidelines to effectively manage Niagara Region reserves and reserve funds, ensuring adequate reserves are held for both planned and unexpected future expenditures.
- Those reserves identified as NRPS and Board reserves are reconciled and considered as part of the annual operating and capital budget decision making process.

Financial Considerations

There are no financial implications relating to the recommendation contained within this report.

Analysis

The purpose of this report is to provide the Board with a status report on the balance of each reserve fund at the reporting date, as well as any inflows to and outflows from each reserve that have taken place during the year. The Service complies to the Region's Policy C-F-013, which outlines both the appropriate use and funding of all reserves and reserve funds. The use of all reserves and reserve funds requires approval of the Regional Treasurer and Council.

The total reserve balance, for December 31, 2024, including recommended year end transfers, is \$12,076,938.00 illustrated in Appendix 1. Approximately 72.0% or \$8,652,479.00 of the reserves held by the Service is classified as future liabilities. Future liability reserves fund the pay-out of future expenses resulting from current or prior period obligations for accumulated sick leave bank, Workplace Safety and Insurance Board (WSIB), and post retirement benefits. Under the Regions Reserve Policy, ABC's are required to hold a reserve balance equal to 40% of the total obligation. To date, the NRPS reserve balances represent approximately 11.9% of the total obligation, which indicates it is underfunded.

For the upcoming operating budget cycle, Service staff will need to develop and recommend a funding strategy to the Board that will ensure the three future liability reserves achieve reserve policy target levels as outlined in Policy C-F-013.

The following details the purpose of each reserve fund, its balance as at the reporting period and its current funded ratio:

Future Liability Reserve - Accumulated Sick Leave Reserve:

The sick leave liability represents the unused sick leave for members in the accumulated sick leave program, which was grandfathered starting in 1990. The liability has been decreasing over time as members retire and receive payouts. As of December 31, 2024, there are 20 active members entitled for a sick leave payout.

The current funding strategy for the sick leave liability includes the use of a combination of operating budget and a transfer from the accumulated sick leave reserve for annual payouts to retiring members. The strategy minimizes the annual impact on the operating budget and ascertains that the current reserve fund balances are sufficient to cover the remaining payout liabilities. Any sick leave payout variances from annual budget are offset by transfers to or from the sick leave reserve. The balance of \$230,491.00 as of December 31, 2024, is expected to be fully depleted within the next 3 to 5 years.

Future Liability Reserve - WSIB Liability Reserve:

Members who suffer from a work-related illness or injury may receive WSIB under the provisions of the Workers Safety and Insurance Act, 1997. Benefits under WSIB include income replacement, health care costs, rehabilitation, accommodation, retraining if necessary, and in some cases pension awards for permanent serious disability resulting from the accident or illness.

The Service is a "Schedule 2" employer. Schedule 2 employers operate on a system of individual liability – the entire cost of a claim is borne by the employer plus an administration fee paid to WSIB. The WSIB liability value represents the amount that the Service would be responsible for if the entity was dissolved. The actuarial valuation

incorporates known workplace safety instances and projects future payments based on experience.

As of December 31, 2024, the WSIB liability reserve fund balance is \$4,269,590.00; this fund exists to partially fund the WSIB liability of \$32,443,697.00. The fund balance represents approximately 13.1% of the estimated WSIB liability, which is below the target ratio of 40% as set out in Policy C-F-013. The operating budget includes a transfer to the WSIB reserve account of \$200,000.00 per year to ensure the fund balance is indexed for the inflationary pressures impacting the liability account, however; this contribution is falling short of the annual indexed amount.

Future Liability Reserve - Post-Retirement Benefits Reserve:

A future liability reserve supports the “extinguishment of established known and unknown future liabilities being incurred in the current year but paid in the future. Minimum balance target of 40% of future liability.” (Region's Reserve and Reserve Fund Policy C-F-013). Sole source of funding for this reserve is from operating budget contributions or yearend surpluses.

The Service has a liability for post-retirement benefits represents, extended health, deluxe travel, and a benefits allowance for members that retire until age 65. For service members who have retired since 2006, there is also a Health Care Spending Account (HCSA) to age 75.

Annual retirement benefits expenditures are budgeted and paid directly from the Service's operating budget. The actual expenditures will fluctuate as the retiree mix will change from year to year and as new retirees are added and others drop off.

The post-retirement benefits reserve balance on December 31, 2024, is \$4,152,398.00, which represents approximately 10.9% of the estimated post-retirement benefits liability of \$38,019,484.00. This fund is also underfunded as per Region's Policy C-F-013.

Police Service Contingency Reserve and the Police Service Board Contingency Reserve:

The purpose of the contingency reserves is to address significant unforeseen issues that may develop after the year's operations have commenced and after the budget has been set. They generally should only be used for non-recurring or one-time costs.

The funding target for the contingency reserves, according to the Region's policy, is a minimum of 10% and a maximum of 15% of gross operating expenditures (excluding reserve transfers and capital costs). As recommended by Service staff, the Board has adopted a stabilization reserve strategy to reach a 1% target, equal to \$2,300,000.00, which represents 1% of the gross operating expenditures by contributing \$250,000.00 per annum from the operating budget.

For the 2023 operating year, Region Treasurer approved the recommendation by Service staff to transfer \$1,909,651.54 of the year end surplus to fund the implementation of the new Community Safety and Policing Act (CSPA). During the 2024 fiscal year, the Service withdrew \$886,663.58 from the contingency reserve to fund one-time costs associated with the implementation of the CSPA resulting in a remaining balance of \$1,022,987.96 for the purchase of C8 rifles, ammunition, and training scheduled for 2025.

As of December 31, 2024, the Board's contingency reserve is \$242,119.00; and the Police Service contingency reserve is \$1,977,320.23, of which \$1,022,987.96 is set aside for CSPA one-time expenses and \$954,332.27 is reserved for other unplanned priorities.

Capital Levy Reserve and Vehicles and Equipment Replacement Reserve:

The Service has two capital reserves, the capital levy reserve and the vehicles and equipment replacement reserve. Capital reserve financing reduces the requirement to issue debenture debt. It is generally used for computer equipment, and vehicle replacements, which usually has life expectancies that are shorter than common debenture terms to maturity. This financing is also used for projects with costs lower than the Region's debenture threshold.

The recommended net contributions from operations to the capital levy reserve and vehicles and equipment replacement reserve fund are recommended and approved annually as part of the capital budget and 9-year forecast. As contributions to these reserves have an immediate impact on the operating budget, the forecast serves as a comprehensive guideline for the Service that is very important for ensuring the sustainability of funding for future capital requirements, including any approved year end close out transfers from capital projects. On December 31, 2024, the balance of the capital levy reserve is \$1,073,838.00. In 2024, the Service received a deposit of \$358,805.00 to this reserve account from the Region as a result of NG911 grant funding for 2024 operating costs associated with the project implementation. These operating costs were mainly for the salary and benefits of Service staff participating in the implementation project. In addition, the Service returned \$20,353.02 in unused capital funds reported on the 2024 capital close out report. The capital levy reserve account must maintain a minimum balance of \$200,000.00.

The vehicles and equipment replacement reserve balance on December 31, 2024, is \$90,665.00. There is no minimum balance required on this fund.

Ontario Police Video Training Alliance (OPVTA) Reserve:

The purpose of the OPVTA reserve is to support specific OPVTA designated programs/purchases and offset any year in surplus/deficits. It is funded by the OPVTA and for the year 2024, the OPTVA financial position resulted in a deficit balance of \$38,801.00. Therefore, the balance as of December 31, 2024, after the year end transfer from the Reserve of is \$40,517.00.

Alternatives Reviewed

The only alternative is for the Board not to receive this report.

Relationship to Police Service/Board Strategic Priorities

For consideration as part funding request to Regional Council provided in accordance with the CSPA.

Relevant Policy Considerations

- Niagara Region Reserve and Reserve Fund Policy (C-F-013)
- Board By-Law 412-2024 – A By-Law to Regulate Financial Reporting, Control and Procurement of Goods and Services in the Niagara Regional Police Service

Other Pertinent Reports

*This report was prepared by Laura Rullo, Director, Finance and Asset Management.
Recommended by Sandy Staniforth, Acting Deputy Chief, Support Services.*



Submitted by:

Luigi Greco #9366
Acting Chief of Police

Appendices

Appendix 1 - Reserve Fund Continuity Schedule for the period ending December 31, 2024

Niagara Regional Police Service and Board

Appendix 1 - Reserve Fund Continuity Schedule for the period ending December 31, 2024

Description	Fund 20050 - 20550	Balance at 1/1/2024	Transfer From /(To) Operating Budget	Capital Expenditures	Year End Close Out Report	Balance at 12/31/2024
Future Benefit Liabilities -Accumulated Sick Leave	562	430,491	(200,000)	-	-	230,491
Future Benefit Liabilites -WSIB	564	4,069,590	200,000		-	4,269,590
Future Benefit Liabilities - Post Retirement Benefits	563	4,152,398			-	4,152,398
Police Contingency Reserve	534	3,113,984	(635,000)		(501,664)	1,977,320
PSB Contingency Reserve	535	242,119	-	-	-	242,119
Capital Levy Reserve	507	647,342	1,930,000	(1,882,662)	379,158	1,073,838
Vehicle and Equipment Replacement Reserve	506	78,165	2,255,000	(2,242,500)	-	90,665
OPTVA Reserve	505	79,318	-	-	(38,801)	40,517
TOTAL		12,813,407	3,550,000	(4,125,162)	(161,307)	12,076,938



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Financial Variance Overview for the Year Ending
December 31, 2024

Report To: Chair and Members, Niagara Police Service Board

Report Date: 2025-02-07

Recommendation(s)

That subject to the approval by the Regional Municipality of Niagara (Region) Council of the Consolidated Regional Year End Transfer Report, the Niagara Police Service Board (Board):

- 1) Approve the transfer of \$38,801.00 from the Ontario Police Video Training Alliance (OPVTA) Reserve Fund mitigating a deficit in the current year operations in accordance with the Niagara Region Reserve and Reserve Funds Policy C-F-013.
- 2) Approve the transfer of \$501,663.58 from the Police Contingency Reserve Fund to fund one-time 2024 expenditures related to the implementation of the Community Safety and Policing Act, 2019 (CSPA).

Key Facts

- The purpose of this report is to provide an analysis of the 2024 year-end financial results of the Niagara Regional Police Service (Service) and Board as per the Financial Reporting, Control and Procurement of Goods and Services By-Law 412-2024.
- The Region requires that all operating departments and Agencies, Boards and Commissions (ABCs) report on variances between actual operating results and approved budgets as part of the year end results and transfer report to Council.
- For the year ending December 31, 2024, the Service and Board have a combined net expenditure before indirect allocations deficit of \$2,222,553.88.
- Recommended reserve transfers to offset costs associated from the implementation of one-time costs associated with the CSPA and OPVTA operating expenses in the amount of \$540,464.58 reduce the 2024 deficit to \$1,682,089.31; this deficit represents the costs associated with normal operations.
- The Region Treasurer has approved the recommended reserve transfers as outlined in this report.

Financial Considerations

In accordance with reserve and reserve funds policy C-F-013, “ABCs making recommendations for reserve transactions outside approved budgets to their respective Boards, must first consult with the Niagara Region’s Treasurer to gain agreement on the recommendations. Reference to the Treasurer’s review should be made in all ABC reports referencing reserve transactions.”

Approval of recommendation 1 provides for the transfer of \$38,801.00 of reserve funds from the OPVTA reserve, mitigating the deficit in OPVTA operations for 2024.

Approval of recommendation 2 provides for the transfer of \$501,663.58 from the Police Contingency reserve to fund one-time 2024 expenditures related to the implementation of the CSPA, 2019, that was enacted on April 1, 2024. This transfer is consistent with the purposes of this fund and will mitigate one-time expenses not contemplated when the budget was approved.

The Board approved an in-year budget adjustment transfer of \$385,000.00 to fund 6 Training Unit officers for the months of August to December 2024. The table below provides a reconciliation of the balance of CSPA funds currently held in the contingency reserve fund.

	\$
CSPA funds transferred to contingency reserve – Dec 31, 2023	1,909,652.00
2024 In-year budget amendment	(385,000.00)
2024 year end transfer	(501,663.58)
CSPA fund balance in contingency reserve – Dec 31, 2024	1,022,988.42

The remaining CSPA fund balance will be used to offset one-time expenses for the purchase of C8 Carbine rifles, and costs related to staffing salaries while attending training that was not completed in 2024.

The combined net expenditure before indirect allocations deficit of \$2,222,553.88 is reduced by the recommended net transfers from reserves as follows:

	\$
Net expenditure before indirect allocation:	
Service net expenditure (deficit)	\$(2,390,318.85)
Police Service Board net expenditure surplus	167,764.97
Total – net expenditure (deficit) before indirect allocations	(2,222,553.88)
Net transfer from reserve funds	
Transfer from contingency reserve – CSPA expenses	501,663.58
Transfer from OPVTA reserve – OPVTA deficit	38,801.00
Net expenditure before indirect allocations (deficit)	\$(1,682,089.31)

The combined net expenditure before indirect allocations is reduced to a \$1,682,089.31 deficit after applying the recommended net reserve transfers. This net deficit from normal operations will be offset by the consolidated levy surplus per the Region's Operating Surplus/Deficit Policy C-F-022. As per Policy C-F-022, "in year deficits will be addressed by reducing programs and/or services within the department with the deficit, where possible, and where not possible offset by other surpluses across the Corporation. Where departmental surpluses may be identified as mitigation to corporate deficits, they would be actioned in accordance with the budget control by-law."

The recommended transfers have been reviewed and approved by the Region Treasurer.

An explanation of the net deficit from normal operations is detailed in the body of the report.

Analysis

The financial variance overview provides a synopsis of the combined net deficit from normal operations for the Service and Board for the year ending December 31, 2024. As detailed in Appendix 1, the Service and Board had a combined net expenditure before indirect allocations deficit of \$1,682,089.31, that represents 0.9% of the total budget for the year.

The main contributors to the net deficit were as follows:

- Increased usage of uniform overtime to respond to a record number of major investigations; over budget by \$2,365,875.62
- Civilian overtime to staff units that require minimum staffing level; over budget by \$562,446.46
- Costs associated with pending WSIB claims settled in year; over budget by \$976,372.00
- Loss of Casino funding due to lower Casino revenue received by the City of Niagara Falls; shortfall was \$884,839.92
- Health and Dental and statutory deductions such as CPP and EI resulted in a budget shortfall of \$534,628.01

These overages were offset by savings as follows:

- Savings to uniform regular salaries and benefits resulting from hiring lags in the recruitment process, specialty allowance pays and termination sick payouts; budget savings \$2,288,991.32
- Savings from supply costs specifically related to telecommunications, legal and consulting services, IT software from delays in implementation of key initiatives, and vehicle maintenance costs were offset by overages to training, accommodation expenses, uniforms to outfit new hires and auxiliary, arsenal equipment, and ammunition for training; net savings \$764,618.41

- Revenue surpluses from grant funding \$433,506.89 and user fee revenue \$154,956.08

The following variance analysis provides a detail synopsis of the financial activity within each object of expenditure as reported in Appendix 2.

Compensation:

For the year ending December 31, 2024, compensation costs were above the approved budget by \$2,110,776.70, representing 1.1% of the total compensation budget.

This unfavourable variance is the result of overages within uniform salaries due to overtime requirements to respond to major investigations. Civilian salaries have experienced an overage due to overtime requirements in operationally essential units. The Service has also experienced overages in WSIB claims resulting from a number of pending claims settled in the year. Further, actual claims submissions for Health and Dental services exceeded monthly premium fees thereby resulting in a deficit to the Administrative Services Only (ASO) plan. Lastly, statutory deduction expense for CPP, EI, and Employer Health Tax surpassed the budget estimate. The total overage for Compensation is estimated to be \$4,439,322.09

Savings of \$2,328,545.39 within this category were realized that offset the deficit impact reported above, savings related to uniform regular wages and benefits resulting from lags in the recruiting process, specialty allowances paid to officers, and actual termination sick leave pay-outs fell below the budgeted expense.

Administrative:

For the year ending December 31, 2024, administrative costs were below the approved budget by \$123,844.11, representing 2.6% of the total administrative budget.

This favourable variance is from lower than expected spending for external consulting and external legal services, savings in monthly cell phone charges due to the timing of the roll out of the connected officer program, and savings in Niagara Regional Broadband Network data line fees.

These savings were offset by the Service experiencing an increase in the number of mandatory training courses taken through Ontario and Canadian Police Colleges including costs associated with accommodations. As a result of the fourth recruiting classes, the Ontario Police College (OPC) is no longer able to accommodate members attending OPC for training courses thereby the Service is incurring costs associated with overnight stays at local hotels.

Included in the actual expenditure for this category are unbudgeted training costs associated with the implementation of the CSPA totaling \$46,045.68. These costs are offset by the transfer request of \$501,663.58 from the contingency reserve.

Operational and Supply:

For the year ending December 31, 2024, operational and supply costs were above the approved budget by \$866,770.50, representing 31.5% of the total operational and supply budget.

This unfavourable variance is the result of one-time purchases of C8 Carbine rifles, replacements of body armour plates for all front-line vehicles, and uniform and equipment expenses for new recruits and auxiliary officers. Further, the Service experienced increased costs associated with ammunition and arsenal equipment related to in service training programs.

Unbudgeted arsenal supplies and equipment purchases required under the new CSPA totalling \$272,747.51 are offset by the transfer request of \$501,663.58 from the contingency reserve.

Occupancy and Infrastructure:

For the year ending December 31, 2024, occupancy and infrastructure costs were below the approved budget by \$9,664.74, which represents 2.4% of the total occupancy and infrastructure budget. This favourable variance is the result of savings in minor building renovations due to the timing of projects scheduled to be completed during the year.

Equipment, Vehicles, and Technology:

For the year ending December 31, 2024, equipment, vehicles, and technology costs were below the approved budget by \$781,058.42, representing 7.9% of the total equipment, vehicles, and technology budget.

This favourable variance is the result of savings in computer software licenses and support due to the timing of purchases and project roll outs. Additional savings have been realized in vehicle supply and maintenance expense, which are offset by an overage in intercompany charges due to the usage of Niagara Region fleet for body work on damaged vehicles, and fuel expense resulting from usage rates and the average fuel price being lower than budget.

These savings are partially offset by an overage in minor equipment, mainly required to fully equip new members in the Public Order Unit (POU) required by the CSPA, which came into effect on April 1, 2024.

Unbudgeted arsenal supplies and equipment purchases required under the new CSPA totalling \$182,870.39 are offset by the transfer request of \$501,663.58 from the contingency reserve.

Revenues & Recoveries:

For the year ending December 31, 2024, revenues were below the approved budget by \$69,365.23, representing 0.3% of the total revenue budget.

Revenues are reported within three main categories as follows:

Grant funding – For the period ending December 31, 2024, the Service reported an additional \$433,507.00 from 3 grant programs.

The Court Security and Prisoner Transport Grant 2024 program funding was announced in January at \$7,014,090.00; funding for 2024 was increased by \$245,830.98 over 2023. Unbudgeted funding from the NG911 grant program of \$267,857.00 to cover salaries and benefits of project team members was received in 2024. Offset by a downward adjustment of \$105,477.14 to grant funding revenue to match expenses incurred for the Preventing Auto Theft 2023/24 grant program.

User Fee Revenue – For the period ending December 31, 2024, the Service lost \$765,817.00 in user fee revenue.

This loss is mainly due to the reductions in monies received from the City of Niagara Falls for casino funding. The Service receives 18% of casino funding to a maximum of \$4,200,000.00 per annum. The City of Niagara Falls received a total of \$18,417,556.00 in funding from OLG in January to December 2024. As such, the Service received \$3,315,160.08 for the year, creating a shortfall of \$884,839.92 from the maximum funding levels. This loss of revenue is slightly offset by an increase to user fee revenue totalling \$154,956.08.

Other Revenue – For the period ending December 31, 2024, the Service reported additional revenue of \$262,945.00.

Other revenues records funds received to recover costs paid by the Service on behalf of third-party agencies; many of these revenues have offsetting costs that result in a net zero gain for the Service. In 2024, the Service recognized \$353,930.37 in additional cost recovery revenues for services such as POU, \$159,950.88 that recovers costs associated with uniform overtime. Shared IT infrastructure costs with the City of St Catharines Fire resulted in a recovery of \$92,178.28; these costs are recorded in the equipment, vehicle, and technology category. Vehicle insurance recovery funds are reported in this category, the Service received \$61,252.28 for damaging vehicles and costs associated with the repair are reported under intercompany chargebacks.

Offsetting these additional cost recovery funds is a lower-than-expected receipt of revenue from the sale of Service assets totalling \$88,478.00.

Indirect Allocations and Debt:

For the year ending December 31, 2024, indirect allocations and debt were below the approved budget by \$381,197.56, representing 1.9% of the total budget. The main savings are from lower than budgeted self-insured pay-outs.

Indirect allocations and debt are not approved by the Board as they are costs incurred by the Region and allocated to all regional departments and ABCs in accordance with Region Policy C-F-004 Cost Allocation. Indirect allocations include expenses for shared services such as finance, payroll, procurement, asset management, insurance, legal, IT, building maintenance, and property management. Also included are debt charges including principal and interest, as well as capital funding for Service projects funded through the Region's capital levy and capital funding for support projects that directly benefit the Service. The current favourable variance is resulting from allocations for legal expenses for self insurance claims.

The net expenditure budget after indirect allocations results in a net deficit of \$1,841,356.33; this deficit is reduced to \$1,300,891.75 when the recommended transfers from reserves are included.

Conclusion:

The detailed variance analysis has been prepared based on results of operations as at December 31, 2024. The Service and Board had a combined net expenditure before indirect allocations deficit of \$1,682,089.31 from normal operations that represents 0.9% of the total budget for the year. The Service incurred significant costs associated with the significant number of major investigations that occurred in the year, costs associated with resolution of pending WSIB claims, loss of Casino funding due to a reduction in Casino revenue. The Service was able to offset the impact with savings by \$3,642,072.70 from lags in hiring of uniform officers, savings to consulting, legal and telecommunications costs, as well as IT software and vehicle maintenance expenses.

Alternatives Reviewed

Not applicable.

Relationship to Police Service/Board Strategic Priorities

To comply with the provisions of By-Law 412-2024 - Financial Reporting, Control and Procurement of Goods and Services in the Niagara Regional Police Service.

Relevant Policy Considerations

- Section 289 of the Municipal Act requires municipalities to prepare a balanced budget that includes all expenditures and revenues for the taxation year.
- By-Law 412-2024 - Financial Reporting, Control and Procurement of Goods and Services in the Niagara Regional Police Service.
- The Regional Municipality of Niagara Surplus/Deficit Policy C-F-022.

Other Pertinent Reports

8.2 - 2024.06.27 Financial Variance Overview for the Period Ending March 31, 2024
8.4 - 2024.09.26 Financial Variance Overview for the Period Ending June 30, 2024
8.5 - 2024.11.28 Financial Variance Overview for the Period Ending
September 30, 2024

This report was prepared by Andrew Ware, Acting Finance Coordinator, Finance Unit, in consultation with and reviewed by Laura Rullo, Director, Finance and Asset Management. Recommended by Sandy Staniforth, Acting Deputy Chief, Support Services.



Submitted by:
Luigi Greco #9366
Acting Chief of Police

Appendices

- Appendix 1 Operating Statement of Revenue and Expenses for the Year Ending
December 31, 2024
- Appendix 2 Operating Statement by Object of Expenditure Sub-Category for the Year
Ending December 31, 2024

Niagara Regional Police Service and Board

Appendix 1: 2024 Operating Statement of Revenue and Expenses

Object of Expenditure	2023 Jan. - Dec Actual	2024 Jan. - Dec Actual	2024 Jan. - Dec Budget	Variance Surplus / (Deficit)	%
Gross Expenditures					
Compensation	176,242,127	192,600,441	190,489,665	(2,110,777)	(1.1%)
Administrative	4,493,476	4,563,340	4,687,185	123,844	2.6%
Operational & Supply	2,681,118	3,618,611	2,751,841	(866,771)	(31.5%)
Occupancy & Infrastructure	293,411	385,735	395,400	9,665	2.4%
Equipment, Vehicles & Technology	8,318,751	9,077,281	9,858,339	781,058	7.9%
Financial Expenditures	(273)	13,285	-	(13,285)	(100.0%)
Intercompany Charges	(2,108,964)	(2,051,960)	(2,128,883)	(76,924)	3.6%
Transfers To/From Reserve Funds	3,955,000	3,009,535	3,550,000	540,465	15.2%
	193,874,646	211,216,270	209,603,546	(1,612,724)	(0.8%)
Revenues					
Provincial Grants	(11,051,240)	(11,378,740)	(10,945,234)	433,507	(4.0%)
Fees for Service	(4,936,930)	(4,974,283)	(5,740,100)	(765,817)	13.3%
Other Revenues	(3,735,927)	(4,705,829)	(4,442,884)	262,945	(5.9%)
	(19,724,097)	(21,058,852)	(21,128,218)	(69,365)	0.3%
Net Expenditures Before Indirect Allocations	\$ 174,150,550	\$ 190,157,418	\$ 188,475,328	\$ (1,682,089)	(0.9%)
Indirect Allocations & Debt	17,007,225	19,701,048	20,082,245	381,198	1.9%
Net Expenditures After Indirect Allocations	\$ 191,157,774	\$ 209,858,466	\$ 208,557,574	\$ (1,300,892)	(0.6%)

Niagara Regional Police Service and Board

Appendix 2: 2024 Operating Statement By Object of Expenditure Sub-Category

	2023 Jan. - Dec Actual	2024 Jan. - Dec Actual	2024 Jan. - Dec Budget	Variance Surplus / (Deficit)	%
Gross Expenditures					
Compensation					
Uniform Salaries & Wages	97,597,682	106,207,753	104,712,161	(1,495,592)	(1.4%)
Civilian Salaries & Wages	35,273,755	38,993,134	38,435,174	(557,961)	(1.5%)
Benefits & WSIB	38,190,387	43,193,941	42,498,926	(695,016)	(1.6%)
Additional Compensation	4,197,457	3,476,866	3,800,654	323,788	8.5%
Special Duty	224,936	328,783	366,750	37,967	10.4%
Sick Leave Payout	757,909	399,962	676,000	276,038	40.8%
	176,242,127	192,600,441	190,489,665	(2,110,777)	(1.1%)
Administrative					
External Professional Services	1,081,865	844,766	1,197,866	353,100	29.5%
Staff Development	1,398,689	1,497,638	1,196,148	(301,490)	(25.2%)
Office, Advertising, Travel	651,985	706,944	639,516	(67,428)	(10.5%)
Telephone & Communications	988,227	1,111,550	1,282,278	170,728	13.3%
Licensing & Permits	82,220	93,652	102,846	9,194	8.9%
Employee Medicals	173,955	190,224	126,000	(64,224)	(51.0%)
General Administrative Costs	116,534	118,566	142,530	23,964	16.8%
	4,493,476	4,563,340	4,687,185	123,844	2.6%
Operational & Supply					
Program Specific Supplies & Materials	1,239,858	1,691,109	1,303,217	(387,892)	(29.8%)
Uniforms	1,044,033	1,221,048	772,650	(448,398)	(58.0%)
Investigation Expense	269,794	569,197	546,000	(23,198)	(4.3%)
Other Expenses	127,432	137,258	129,975	(7,283)	(5.6%)
	2,681,118	3,618,611	2,751,841	(866,771)	(31.5%)
Occupancy & Infrastructure					
Property Leases	99,885	107,885	98,950	(8,935)	(9.0%)
Property & Infrastructure Maintenance	193,525	277,851	296,450	18,599	6.3%
	293,411	385,735	395,400	9,665	2.4%
Equipment, Vehicles & Technology					
Minor Equipment & Equipment Maintenance	1,957,244	2,430,479	2,441,833	11,354	0.5%
Gasoline	1,650,371	1,685,727	1,883,326	197,599	10.5%
Vehicle Maintenance	1,192,825	1,245,385	1,433,000	187,615	13.1%
Computer Licences & Support	3,518,311	3,715,689	4,100,180	384,491	9.4%
	8,318,751	9,077,281	9,858,339	781,058	7.9%
Financial Expenditures	(273)	13,285	-	(13,285)	(100.0%)
Intercompany Charges	(2,108,964)	(2,051,960)	(2,128,883)	(76,924)	3.6%
Transfers To/From Reserve Funds	3,955,000	3,009,535	3,550,000	540,465	15.2%
Total - Gross Expenditures	193,874,646	211,216,270	209,603,546	(1,612,724)	(0.8%)
Revenues					
Provincial Grant Funding	(11,051,240)	(11,378,740)	(10,945,234)	433,507	(4.0%)
Fees For Service	(4,936,930)	(4,974,283)	(5,740,100)	(765,817)	13.3%
Other Revenue	(3,735,927)	(4,705,829)	(4,442,884)	262,945	(5.9%)
Total - Revenues	(19,724,097)	(21,058,852)	(21,128,218)	(69,365)	0.3%
Net Expenditures Before Indirect Allocations	\$ 174,150,550	\$ 190,157,418	\$ 188,475,328	(1,682,089)	(0.9%)
Indirect Allocations & Debt	17,007,225	19,701,048	20,082,245	381,198	1.9%
Net Expenditures After Indirect Allocations	\$ 191,157,775	\$ 209,858,466	\$ 208,557,573	(1,300,891)	(0.6%)



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Renewal of TELUS Corporate Customer Agreement - Wireless Services

Report To: Chair and Members, Niagara Police Service Board

Report Date: 2025-02-04

Recommendation(s)

1. That the Niagara Police Service Board (Board) approves the renewal of the TELUS Corporate Customer Agreement - Wireless Services (Contract #00433093) for the provision of wireless services, devices and support as the preferred Vendor of Record.
2. That the Board authorize the Chief of Police or designate to execute the agreement on behalf of the Board.

Key Facts

- On July 18, 2019, the Niagara Regional Police Service (NRPS) and TELUS Communications (TELUS) entered a 36-month Corporate Account Agreement to provide wireless voice and data services, discounted mobile smartphone devices, and premium support services.
- There are currently 832 NRPS corporate mobile smartphone subscribers with voice and voice/data subscriptions, over half of whom are part of the Connected Officer Program.
- The agreement renewal with TELUS gives NRPS extremely competitive voice and data rates and a generous discount on new mobile smartphone devices.
- The recommended agreement renewal significantly reduces accidental roaming charges requiring administrative oversight.

Financial Considerations

Under the new TELUS agreement proposal, the base annual cost will be \$399,000.00 plus HST (net of rebates).

The agreement offers NRPS a flat \$750.00 discount off the commercial price of any corporate standard hardware mobile smartphone, such as an iPhone or Samsung device. This represents a 65% discount on a mobile smartphone device purchase.

Roaming is a significant consideration for NRPS mobile smartphone devices due to its proximity to the US. Many NRPS mobile smartphone devices will accidentally roam in the US while within Canada's geographical footprint. In 2018, under the Bell Mobility contract, the total US and international roaming charges were \$34,909.00 (there were only 400 users at the time), resulting in the transition from Bell Mobility to TELUS. The original agreement eliminated associated roaming and administrative costs related to remitting roaming charges. Due to a cellular signal spillover, mobile devices adjacent to the US border are frequently connected to US networks even when officers are within Canada.

To achieve this benefit, TELUS extended the local calling area of the Niagara Region to include parts of Western New York State. All calls within these zones are now local, meaning they are not long-distance or roaming charges. This continues to provide cost savings and eliminates accidental roaming charges. Additionally, TELUS is offering a 10 km US border forgiveness zone. This zone is designed to eradicate further accidental roaming charges. This type of roaming does not affect the contracted roaming pool.

The renewal of the TELUS agreement maintains this benefit and offers additional protection against roaming with additional mobile devices - specifically the Connected Officer mobile devices. Additionally, it allows all NRPS mobile devices to pool their data. All 832 mobile devices will contribute 7 GB to the overall pool. This lets heavy data users continue using the cellular data service without the penalty of data throttling from the carrier. Additionally, the new agreement includes an enhanced US Data Roaming of 100 MB of shareable US data compared to the previous agreement of 75 MB of shareable US data.

Analysis

The Ministry of Public and Business Service Delivery – Supply Ontario (Tender 18677-Mobile Devices and Services) has completed its procurement process to consume cellular-based services. The term of the agreement will be for a period of 6 years, commencing on August 1, 2024, and expiring on July 31, 2030, with options in favour of Supply Ontario to extend the agreement on the same terms and conditions for up to 2 additional terms of 2 years each.

All the major wireless carriers have provided competitive pricing via a Vendor of Record (VOR) competitive bid process. The VOR arrangement has 2 Streams:

- Stream #1 – Mobile Devices and Services, and In-Building Wireless (IBW) Solutions
- Stream #3 – Cellular Internet of Things (IoT)

The procurement process results are available to all police services in the province of Ontario through the broader public sector clauses contained within.

Below is a comparable VOR pricing from Bell and Rogers.

VOR Pricing – 3-Year Term on Subsidized Mobile Device

	Rogers	Bell	TELUS (NRPS)
Flat Rate - Monthly Voice rate (includes unlimited nationwide calling and texting (SMS/MMS) and any associated monthly service fee	\$9.25	\$4.75	
Flat Rate US/Canada - Monthly Voice rate (includes unlimited US/Canada nationwide calling and texting (SMS/MMS) - both to and from US and Canada - and any associated monthly service fee	\$2.00	\$2.00	
Flat Rate US/Canada Data Plan Unlimited/CAP)	\$21.00	\$75.00	
Enhanced Voicemail	\$1.00	\$5.00	
Voicemail to Text	\$2.00	\$5.00	
Monthly Airtime per Mobile Device	\$35.25	\$91.75	\$40.00
Total – 832 Mobile Device	\$351,936.00	\$916,032.00	\$399,390.00

NRPS applied the VOR hardware discount to a compatible Connected Officer mobile device (iPhone 15 plus) for an equal comparison. The current VOR hardware list from Rogers does not offer the iPhone 15. NRPS has 832 mobile devices with wireless voice and data services with TELUS. Renewing the agreement with TELUS will eliminate hardware acquisition costs and early cancellation fees associated with changing contracts to another wireless carrier.

The VOR pricing review showed that TELUS offers a superior balance of cost control and operational flexibility. Rogers and Bell offer lower base voice rates, but their data plans and roaming mitigation strategies are less comprehensive than TELUS's.

Including 100 MB of shareable US data helps NRPS avoid excessive roaming costs, maintain operational efficiency, and ensure uninterrupted service for officers working near the border. It aligns with NRPS' strategic goal of cost efficiency while supporting seamless mobile connectivity for public safety operations.

Alternatives Reviewed

With awareness of the new VOR pricing structure under Supply Ontario – Tender 18677 – Mobile Devices and Services, the NRPS explored potential alternatives to renewing the existing agreement with TELUS. Although Rogers and Bell provided competitive pricing structures, TELUS remained comparable when factoring in the full-service cost. TELUS continues to offer superior cost control measures, including an extended local calling area and a 10 km US border forgiveness zone.

Remaining with TELUS under the newly proposed Corporate Account Agreement ensures continuity of service while maintaining highly competitive pricing.

Relationship to Police Service/Board Strategic Priorities

Alignment with strategic goals of operational continuity, public safety, and improved response times. It reduces service disruptions, prevents unnecessary costs, and ensures officers remain connected to mission-critical systems, reinforcing NRPS' commitment to modernized policing and efficient resource management by delivering telecommunication services in a fiscally accountable manner.

Relevant Policy Considerations

- Board Strategic Plan 2022-2025
- Regional Municipality of Niagara Police Service Board By-Law 412-2024, Financial Reporting, Control and Procurement in the Niagara Regional Police Service.

Other Pertinent Reports

138 - 2019.06.27 TELUS Communications – Award of Contract – Mobile Smart Phone Service and Support

This report was prepared by Frank Muraca, Telecommunications Administrator, Technology Services in consultation with Tim Roome, Public Safety Radio Systems Manager, Vita Gauley, General Counsel and reviewed by Akram Askoul, Director, Technology Services. Recommended by Sandy Staniforth, Acting Deputy Chief, Support Services.



Submitted by:
Luigi Greco #9366
Acting Chief of Police

Appendices

Appendix A – Corporate Customer Agreement - Wireless Services - Contract
#00433093

Appendix A

Corporate Customer Agreement - Wireless Services

Contract #00433093

A. Solution Details

Customer Information		TELUS Representative	
Legal Name ("Customer"):	NIAGARA REGIONAL POLICE SERVICE	Name:	Rob Reid
Contact Name:	Akram Askoul	Title:	Sr. Account Manager
Title:		Phone:	647 206-7036
Billing Address:	5700 Valley Way	Email:	rob.reid@telus.com
City/Province/Postal Code	Niagara Falls/ON/L2E 1X8		
Phone:	905 685-4225		
Email:	akram.askoul@niagarapolice.ca		
Permitted Affiliates (Legal Name):			
Services		Agreement Term and Minimum Commitment	
	Wireless Voice Service Wireless Data Service TELUS IQ Service Managed IQ Service ESChat Service Secure IP Anywhere Service TELUS Network Public Safety Priority Service		Agreement Term (Number of Months): 36
			Minimum Commitment (Number of Customer Devices): 650
			Commitment Date: 60 days from Effective Date
Customer Authorization		TELUS Authorization	
Signature of Authorized Customer Representative		Signature of Authorized TELUS Representative	
Date:		Date:	
Printed Name:		Printed Name: Bud Vasudeva	
Title:		Title: Sales Director - Enterprise	

This Agreement is between TELUS and the Customer. The Customer acknowledges that it has read and understands this Agreement, and that this Agreement includes limitations of TELUS' liability. The Customer and TELUS agree to be bound by the terms and conditions in this Agreement.

B. General Terms and Conditions

1. Agreement Structure

This Agreement is divided into sections, as follows:

- a. Section A, the Solution Details, includes specific Customer information, a list of the specific Services that the Customer subscribes to and TELUS agrees to provide to the Customer, and the authorization of TELUS and the Customer,
- b. Section B, the General Terms and Conditions, includes the general rights and obligations of TELUS and the Customer relating to all of the Services and the Agreement,
- c. Section C, the Service Terms and Conditions, includes commercial and service specific terms that apply to the Services and the Rate Plans for these Services,
- d. Section D, the Corporate Offering and Rate Plans, sets out specific Rate Plans that are available to the Customer, the charges for the Services in each Rate Plan, and any special terms and conditions agreed to by TELUS and the Customer.

If there is any conflict between the sections, they will take precedence in reverse order to the order listed, and all of these sections take precedence over any documents and web pages referred to in these sections.

2. Definitions

In this Agreement:

- a. "**Affiliate**" means any entity controlling, controlled by or under common control with a party, where "control" means the ownership of at least 50% of the equity or beneficial interest of the party or that entity or the right to vote for or appoint a majority of the board of directors or other governing body of the party or that entity,
- b. "**Agreement Term**" is the term of this Agreement specified in the Solution Details and further described in subsection 4 of this section,
- c. "**CRTC**" means the Canadian Radio-television and Telecommunications Commission,
- d. "**Customer**" is defined in the Solution Details,
- e. "**Customer Device**" is a wireless telecommunications device owned by the Customer, by a Permitted Affiliate, or by a Customer User, and used with the Services, such as a wireless phone, smartphone, Mike@ handset, subscriber identity module or "SIM", tablet, PC card or modem,
- f. "**Customer User**" is defined in subsection 7 of this section,
- g. "**Device Balance**" at the point a Customer Device is activated or replaced is the difference between the no-term cost of the device and the amount paid by the Customer for the device at the point of purchase, and decreases in equal monthly increments such that the Device Balance is \$0 at the end of the Device Term,
- h. "**Device Term**" is the period of time, which may extend beyond the Agreement Term, during which the Customer agrees to keep a Customer Device active on the TELUS networks and to pay a deactivation charge if the Customer Device is deactivated from the TELUS networks, and is further described in Section D,
- i. "**Effective Date**" is defined in subsection 4 of this section,
- j. "**Existing Customer Device**" means a Customer Device active on a TELUS network before the Effective Date,
- k. "**Minimum Commitment**" is defined in subsection 6 of this section,
- l. "**New Customer Device**" means a Customer Device activated on a TELUS network on or after the Effective Date and during the Agreement Term,
- m. "**No Term Device**" is defined in subsection 1.1.3 of section D,
- n. "**Permitted Affiliate**" means an Affiliate of the Customer listed as a Permitted Affiliate in the Solution Details or approved in writing by TELUS,
- o. "**Rate Plan**" is a set of charges and features for one or more of the Services, including the fixed monthly charge for access to the Service or a feature of the Service, the service features included with the fixed monthly charge, the number of minutes and megabytes included with the fixed monthly charge, and any additional charges that may apply, and "**Add Ons**" are Rate Plans for specific service features that may be added to another Rate Plan,
- p. "**Service**" means any service listed in the Solution Details,
- q. "**Services**" means all of the Services listed in the Solution Details,
- r. "**TELUS**" means TELUS Communications Inc.,
- s. "**Upgrade**" is defined in subsection 1.2 of Section D,
- t. "**Wireless Data Service**" is a wireless communications service for the receipt and transmission of messages, data and other content and for Internet access, including uploading and downloading information and other content to and from the Internet,
- u. "**Wireless Voice Service**" is a wireless communications service for the receipt and transmission of voice calls and text messages, and
- v. "**Wireless Voice and Data Services**" refers to both Wireless Voice Service and Wireless Data Service.

Other capitalized words and expressions are defined elsewhere in this Agreement.

3. Services

TELUS agrees to provide the Customer with the Services.

4. Scope and Agreement Term

This Agreement is effective, and the Agreement Term starts, when the Agreement is signed by both the Customer and TELUS (the "Effective Date"). This Agreement remains in effect until the end of the Agreement Term and any extension or renewal, unless terminated earlier. This Agreement applies to Services for all Customer Devices active on the TELUS networks before the Effective Date and all Customer Devices activated on the TELUS networks after the Effective Date and during the Agreement Term.

At the end of the Agreement Term, if the Customer has not signed a new agreement with TELUS for wireless communication services, TELUS will continue to provide the Services on a month-to-month basis after the Agreement Term on the terms and conditions in this Agreement, except that:

- a. the terms and conditions in Sections C and D relating to the activation of Customer Devices, Airtime Credits, TELUS Investments, or the purchase or upgrade of any devices, including any rates, charges and prices for any new activations, device purchases or upgrades, do not apply,
- b. TELUS may change any of the charges for the Services and any other terms and conditions of this Agreement by giving 30 days' advance notice to the Customer,
- c. either TELUS or the Customer may terminate any Service by giving 30 days advance notice to the other, and
- d. if any Customer Device has a Device Term that extends beyond the Agreement Term, subsection 1.1 of Section C continues to apply to that Customer Device until the end of the Device Term despite subparagraph (b) above and without being subject to TELUS' rights regarding the Minimum Commitment. TELUS shall not terminate the Services for that Customer Device under subparagraph (c) above until after the Device Term.

This Agreement does not apply to the sale of any Customer Device, except to the limited extent that certain pricing terms included in this Agreement may be made available to the Customer if the Customer does purchase devices from TELUS or an authorized TELUS dealer during the Agreement Term.

5. Charges and Payment

Each month, TELUS will bill the Customer for, and the Customer shall pay, the charges for the Services as specified in this Agreement and in the Rate Plan(s) selected by the Customer for each Customer Device, and all government charges and applicable taxes relating to the Services. The billed amount is payable in full, without deduction or set off, by the due date shown on the bill. The Customer shall pay a late payment charge of 3% per month (compounded to 42.58% per year), calculated from the billing date, on any amounts not received by TELUS by the due date shown on the bill. TELUS may change the late payment charge at any time by giving 30 days' advance notice to the Customer.

If not disputed by the Customer within 60 days of the date of the bill, all of the charges or other amounts in a bill will be deemed to be correct.

6. Minimum Commitment

The charges for the Services are based on the Minimum Commitment specified in the Section A-Solution Details. The "Minimum Commitment" is the number of Customer Devices that must be activated on the TELUS networks by the Commitment Date, and that must remain active on the TELUS networks during the Agreement Term. Only Customer Devices with a Rate Plan listed in Section D count towards the Minimum Commitment (each an "Active Customer Device"). If the number of Customer Devices active on the TELUS networks is less than the Minimum Commitment on or any time after the Commitment Date, TELUS will bill and the Customer shall pay a monthly charge equal to \$20 multiplied by the difference between the Minimum Commitment and the number of Active Customer Devices for each month that the Customer falls short of the Minimum Commitment.

7. Customer's Users, Affiliates and Representatives

The Services may be used by the directors, officers, employees and contractors of the Customer and of the Customer's Permitted Affiliates (the "Customer's Users", and individually, a "Customer User"). The Customer shall not, without TELUS' advance written consent

- a. permit persons other than a Customer User to use the Services or activate Services under this Agreement,
- b. permit anyone to activate Services under this Agreement for devices other than Customer Devices,
- c. resell the Services to or share the Services with any other persons,
- d. provide Internet access or any other feature of the Services to any other persons,
- e. receive a charge or benefit for the use of the Services, or

- f. use the Services for anything other than the Customer's own business use.

Only the Customer representatives listed in a notice from the Customer to TELUS are authorized to activate Services for Customer Devices under this Agreement and give instructions to TELUS regarding Services provided to the Customer's Users, including changes to Rate Plans and features, but if the Customer does not give such a notice to TELUS, TELUS may rely on the apparent authority of the Customer's Users to activate Services for Customer Devices under this Agreement and give TELUS instructions with respect to their own use of the Services.

8. Use of the Services

The Customer shall use the Services:

- a. in compliance with law, and
- b. in compliance with TELUS' Acceptable Use Policy, published at telus.com/aup, and with any other policies or rules published by TELUS or directions communicated to the Customer by TELUS.

The Customer shall not:

- a. use the Services for continuous data transmission or broadcasts, automatic data feeds or automated machine to machine connections, or for any other application or purpose that uses excessive network capacity or may otherwise adversely impact other users of TELUS' networks or services,
- b. use the Services to send any message, data or other content that is illegal, defamatory, or violates the rights of other persons,
- c. engage in any activity that could compromise the security of or disrupt or interfere with the Services, any network or computers on the Internet, or that could interfere with the services of any Internet access provider, or
- d. copy or change any signalling, identification or transmission function or component of the Services or any Customer Device or equipment used with the Services, including the MIN, ESN, APN, IMEI, IMSI, MSISDN, domain name and other numbers or authentication information, or permit anyone other than an authorized TELUS representative to do so.

9. Other Customer Responsibilities

The Customer is responsible and will be liable to TELUS for:

- a. all access to and use of the Services, including use that breaches this Agreement, by any person through the Customer Devices or any other device if the Customer has permitted Services for that device to be activated under this Agreement,
- b. all charges for the use of the Services arising from a lost or stolen Customer Device up to the time that the loss or theft is reported to TELUS customer service, and
- c. all loss and liability incurred by TELUS resulting from any claim made against TELUS in connection with the Customer's Devices or access to or use of the Services described in subparagraphs (a) or (b).

The Customer is responsible for any online purchases from another entity made using the Services through the Customer Devices and charged to the Customer's account. TELUS only provides billing services and a means of payment to other entities for online purchases, and TELUS will not be responsible for the product or service provided.

The Customer is responsible for the selection, supply, installation, configuration, maintenance, and security of all Customer Devices, applications, software, data, and services necessary for use or used in conjunction with the Services, including any maintenance and software updates necessary to meet TELUS standards that may apply in order to access and use the Services. TELUS may, at its discretion, change such standards from time to time. The Customer shall only use Customer Devices that are compatible with the Services.

10. Service Limitations and Exclusion of Warranties

Wireless telecommunications are delivered by radio waves and are subject to factors that cannot reasonably be controlled, including environmental conditions, network capacity and equipment limitations, and emergency and public safety requirements. To the extent permitted under applicable laws, TELUS does not guarantee timely, secure, error-free or uninterrupted Services or receipt of messages, data or content sent through TELUS' networks, the networks of other companies, or the Internet. TELUS makes no representations, warranties, conditions or guarantees regarding the Services (implied or statutory).

To maintain or improve the Services or for other business reasons, TELUS may make changes to TELUS' networks and other facilities, and may suspend, restrict, or modify the Services without notice to the Customer. TELUS may terminate a Service, or any part of a Service using unique network facilities or infrastructure, by giving at least six months' advance notice to the Customer if:

- a. TELUS is ceasing to operate the network facilities or infrastructure used to provide the Service or part of a Service, or
- b. TELUS is ceasing to provide the same service generally to its customers.

If TELUS terminates a Service or any part of a Service under this subsection and does not make an alternate service with substantially similar functionality available to the Customer on terms that include a promotional incentive to use the alternate service, the Customer will not be required to pay any deactivation, cancellation, or termination charges or any amounts for credit and investment returns as a result of the termination of the Service or any part of it, despite any other provision of this Agreement.

11. Numbers

Subject to any rights Customer may have under applicable laws and regulations, including any right to port a number to another carrier, the Customer does not own or have any property rights in any phone number or any other identifier assigned to the Customer for use with the Services, and TELUS may change any such identifiers, without liability, by giving advance notice to the Customer, where required by applicable laws or as directed by i) the CRTC, ii) the Canadian Numbering Administrator or iii) other third party numbering authority.

12. Coverage Areas and Roaming

The Services are provided within TELUS' coverage areas, which include most populated areas in Canada. Outside of Canada, TELUS provides access to roaming service provided by other service providers. TELUS' coverage areas and roaming coverage areas depend on the availability of network facilities and may change from time to time without notice.

When a Customer User or any person using a Customer Device is roaming outside of Canada, the Customer is responsible for all applicable roaming charges, and is subject to the terms and conditions of service (including limitations of liability) imposed by the service provider providing the roaming services. The Customer is not responsible for roaming charges that are not billed within 180 days from the date the roaming charges were incurred.

13. Monitoring and Network Management

TELUS has the right, but not the obligation, to monitor or log any TELUS Internet site or use of the Services when required by law or by a court or other lawful authority, or when necessary to enhance operating efficiencies and to protect TELUS and its customers from spam, malicious content and other unlawful activity. TELUS has the right to remove or block access to any Internet capability or data available or transmitted through the Services that TELUS, at its discretion, determines to be in breach of this Agreement.

TELUS monitors its networks to keep them running continuously. However, TELUS may temporarily suspend or restrict the Services to maintain, restore or repair a TELUS network. Also, to ensure fair network access to all users, TELUS may manage network resources using methods including:

- a. allocating bandwidth, which may limit the availability or speed of data service,
- b. filtering for spam and malicious content, which may occasionally result in unintended blocking of inoffensive content, and
- c. restricting the network access available to specific transmission protocols.

A description of TELUS' network management practices is available at mobility.telus.com/optimization.

14. Limitation of TELUS' Liability

TELUS is not responsible for and will not be liable to the Customer for:

- a. libel, slander, defamation or the infringement of copyright arising from material or messages transmitted from the Customer's property or premises or recorded by the Customer Devices or other equipment or TELUS' equipment,
- b. damages arising from any act, default, omission, or negligence of the Customer, the Customer's Users or any other person in relation to the use or operation of Customer Devices or equipment provided by TELUS,
- c. damages arising from the transmission of material or messages over TELUS' networks on behalf of the Customer or the Customer's Users, which is in any way unlawful,
- d. any act, omission or negligence of other entities or communications systems in relation to the provision of the Services, when the facilities of such other entities or communications systems are used to establish connections to or from facilities and equipment controlled by the Customer, or
- e. in relation to content, applications, products, or services provided by other persons or entities accessed or used by the Customer or the Customer's Users when using the Services.

Neither party nor its Affiliates will be liable to the other party for any loss of profits or business, failure to realize expected savings, loss of or damage to messages, data or content, loss of good will or reputation, or for any consequential or indirect damages, arising from or relating to the Services or this Agreement. This exclusion applies even if the party could reasonably foresee or has been advised of the possibility of such losses, failure, or damages. This exclusion does not apply to a party's responsibility to defend third party claim or obligations to pay liquidated damages. Except as provided below with respect to the provision of emergency services on a mandatory basis, TELUS' entire liability for all claims arising from or relating to the Services or this Agreement is limited to an amount equal to one month of charges paid by the Customer, calculated as an average over the three month period immediately preceding the first event that gave rise to any claim by the Customer against TELUS arising from or relating to the Services or this Agreement.

TELUS' liability for negligence relating to the provision of emergency services on a mandatory basis, except in cases where negligence on the part of TELUS results in physical injury, death or damage to the Customer's property or premises, is limited to the greater of 20\$ and three times the amount the Customer would otherwise be entitled to receive as a refund for the provision of defective Services under this Agreement.

These limits on liability apply to all claims in aggregate made against TELUS and its Affiliates arising from or relating to this Agreement or the Services.

The exclusions and limits on liability in this subsection:

- a. apply whether the claims were made in contract, tort (including negligence), statute, or otherwise,
- b. extend to the benefit of third party providers of audio or audiovisual programming services delivered to a Customer Device through the Services, and
- c. do not apply in cases of deliberate fault, gross negligence, anti-competitive conduct, or breach of contract resulting from gross negligence, on the part of TELUS in the provision of mandatory emergency service to the Customer.

15. Deactivation and Termination

TELUS may restrict or suspend some or all of the Services, or terminate this Agreement and deactivate all of the Customer Devices from the TELUS networks, by giving notice to the Customer, if the Customer:

- a. breaches any provision of this Agreement and does not remedy the breach within 10 days after receiving notice of the breach, or
- b. has a receiver or trustee in bankruptcy appointed for it, is the subject of bankruptcy, receivership, or liquidation proceedings that continue for 30 days, makes an assignment or takes other action for the benefit of its creditors, or is wound up or dissolved.

If Services are restricted or suspended and the reason for the restriction or suspension continues for 30 days from the date notice of the restriction or suspension was given to the Customer, TELUS may terminate this Agreement and deactivate all of the Customer Devices from the TELUS networks, by giving notice to the Customer.

On the deactivation of any Customer Device before the end of the Device Term for any reason, including a request by the Customer to port a number to another carrier, or on any termination of the Agreement before the end of the Agreement Term, the Customer shall pay TELUS (notwithstanding Article 2125 of the Civil Code of Quebec if Customer is subject to the laws of the province of Quebec):

- a. all outstanding charges for the Services (including all the charges for the full billing cycle during which the termination or the deactivation occurs), and
- b. all deactivation, cancellation, and termination charges and all amounts payable for credit and investment returns in Sections C and D,

Deactivation, cancellation, and termination charges and credit and investment returns are liquidated damages. The Customer acknowledges that such charges and amounts are a pre-estimate of the damages TELUS will sustain as a result of the early deactivation of the Customer Device, and are not a penalty.

16. Confidentiality of Customer Information

In relation to all telecommunications services provided by TELUS, unless the Customer provides express consent or disclosure is pursuant to a legal power, all information kept by TELUS regarding the Customer, other than the Customer's name, address and listed telephone number, is confidential and may not be disclosed by TELUS to anyone other than:

- a. the Customer or a person who in the reasonable judgement of TELUS is seeking the information as an agent of the Customer,
- b. another telecommunications company provided the information is required for the efficient and cost-effective provision of telecommunications service and the disclosure is made on a confidential basis with the information to be used only for that purpose,
- c. a company involved in supplying the Customer with telecommunications or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose,
- d. an agent retained by TELUS to evaluate the Customer's credit or collect the Customer's account, provided the information is required for and is to be used only for that purpose,
- e. a public authority or agent of a public authority, if in the reasonable judgement of TELUS it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information,
- f. a public authority or agent of a public authority, for emergency public alerting purposes, if a public authority has determined that there is an imminent or unfolding danger that threatens the life, health or security of an individual and that the danger could be avoided or minimized by disclosure of information,

- g. an Affiliate involved in supplying the Customer with telecommunications and/or broadcasting services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose, or
- h. a law enforcement agency if TELUS reasonably believes that the Customer or anyone using a Customer Device is engaged in fraudulent or unlawful activities against TELUS.

Express consent may be taken to be given by the Customer where the Customer provides: written consent; oral confirmation verified by an independent third party; electronic confirmation through the use of a toll-free number; electronic confirmation via the Internet; oral consent where an audio recording of the consent is retained by TELUS; or consent through other methods, as long as an objective documented record of the Customer consent is created by the Customer or by an independent third party.

The Customer consents to:

- a. the exchange of credit information with credit agencies and with TELUS Affiliates, including disclosure of information about the Customer's payment history with TELUS and obtaining information about the Customer's credit history,
- b. the presentation of its caller identification information when using the Services,
- c. the disclosure of Customer information to persons providing services to TELUS, for the purpose of providing the Services to the Customer, and
- d. the exchange of account and usage information with TELUS Affiliates or dealers, for the purpose of providing the Services to the Customer or offering related products and services to the Customer.

17. Confidentiality of TELUS Information

This Agreement, all information provided by TELUS to the Customer in connection with the Services or this Agreement, including communications between the Customer and TELUS in connection with the negotiation of this Agreement, the charges for the Services, and all bills sent to the Customer are confidential information of TELUS. The Customer shall not disclose any TELUS confidential information to any person other than the directors, officers, and employees of the Customer without the advance written consent of TELUS and without obtaining legally binding commitments from the person receiving the information restricting any further disclosure and protecting the confidentiality of the information. The Customer shall only use TELUS confidential information to exercise its rights or perform its obligations under this Agreement.

The obligations in this subsection do not apply to information required to be disclosed by law or by a court or other lawful authority, provided that the Customer promptly notifies TELUS of the requirement to disclose and cooperates with TELUS to limit or avoid such disclosure by any lawful means.

The obligations in this subsection will survive the expiration or termination of this Agreement for a period of three (3) years.

18. Privacy

TELUS is responsible for complying with Canadian privacy legislation (including the Personal Information Protection and Electronic Documents Act (PIPEDA) and substantially similar Canadian provincial privacy legislation) as such is applicable to TELUS in the provision of the Services under this Agreement. TELUS' commitment to the protection of personal information is further detailed in the TELUS Business Customer Privacy Policy available at www.telus.com/businessprivacy. TELUS' provision of the Services is subject to this policy. This policy may be updated by TELUS from time to time. The amended policy will be posted at the location above and notice of the change will be provided by invoice notification, email or otherwise. Unless otherwise indicated, the effective date of the amended policy will be the date of posting. The continued use of the Services by the Customer after such date will be deemed to constitute the acceptance of the amended policy. As TELUS does not have a direct contractual relationship with the Customer Users, TELUS relies on and requires the Customer to ensure that the Customer has obtained all necessary consents from such Customer Users, provided all necessary notices to Customer Users, and otherwise have all necessary authority to permit the collection, use or disclosure of Customer Users' personal information by and between the Customer and TELUS (and its suppliers).

19. Mediation and Arbitration

Any claim by a party against the other party relating to the Services or this Agreement that were not resolved between the business representatives of the parties, must be referred to private and confidential mediation and, if the claim is still not resolved, binding arbitration. Mediation and arbitration, if necessary, will take place before a single mediator and a single arbitrator, under the rules of the ADR Institute of Canada. This paragraph does not apply to collection of any amounts the Customer may owe to TELUS or to the Customer's rights to make a complaint to any administrative authority that has jurisdiction over TELUS or the Services.

An arbitration decision will be final and binding on the parties, and the parties will have no rights of appeal. The decision may be enforced by court proceedings.

20. General

Interpretation. The headings in this Agreement do not affect the interpretation of any provision of this Agreement. All dollar amounts in this Agreement refer to Canadian currency. The words "including" and "includes" mean "including without limitation" and "includes without limitation".

Assignment. The Customer shall not assign this Agreement or any part of it without the advance written consent of TELUS. TELUS may withhold its consent to a proposed assignment by the Customer to a person who is in the business of providing information, communications or technology products or services, including telecommunications or telecommunications-related products or services. TELUS may assign or subcontract all or any part of its rights and obligations under this Agreement or the Services without notice to or consent of the Customer. This Agreement enures to the benefit of and binds the successors and permitted assigns of TELUS and the Customer.

Relationship. This Agreement does not create or imply any agency, partnership, or other joint relationship between the parties, and does not authorize either party to bind or obligate the other in any way.

Force Majeure. TELUS is not responsible for the performance of, or in default of, any obligation or provision of this Agreement if delayed, hindered or prevented by labour disruptions, failure of the networks of other companies, casualties, civil disturbances, law, order of a court or other lawful authority, acts of civil or military authorities, terrorism, accidents, fires, epidemics, pandemics, natural disasters, or other catastrophes or events beyond TELUS' reasonable control.

Severability. If any part of this Agreement is void, prohibited or unenforceable, this Agreement is to be construed as if that part had never been part of the Agreement.

No Waiver. The failure of the Customer or TELUS to exercise any right under this Agreement, or to insist upon strict or full performance of the obligations under this Agreement, does not constitute a waiver or relinquishment of any provision of this Agreement. To bind a party, any such waiver must be express and in writing signed by that party. The rights of the parties under this Agreement are cumulative and not alternative.

Survival. Provisions of this Agreement that expressly or by their nature extend beyond the termination of this Agreement survive any termination of this Agreement.

Law. If any provision of this Agreement is prohibited by or contravenes any CRTC order or decision, that provision applies only to the extent permitted by the order or decision. TELUS may change any terms and conditions of this Agreement, by giving 30 days advance notice to the Customer, to comply with any CRTC order or decision or when otherwise required by law or by a court or other lawful authority. TELUS and the Customer shall comply with all laws applicable to the exercise of their rights and performance of their obligations under this Agreement. This Agreement is subject to and is to be interpreted in accordance with the federal law of Canada and the laws of the province in the Customer's billing address in the Solution Details, without regard to that province's choice of law rules. Venue and jurisdiction will be in that province.

Notices. Unless explicitly provided otherwise in this Agreement, to be effective, notices under this Agreement and notices of and requests for mediation and arbitration must be given in writing to the other party's notice address by commercial courier with proof of delivery, fax, personal delivery, email or registered mail. The Customer's notice address, email and fax number are its billing address and fax number in the Solution Details. TELUS' notice address and fax number for any notice of or request for mediation or arbitration is 510 W Georgia Street, 7th floor, Vancouver B.C. V6B 0M3, 604 439-1261, and for all other notices is 25 York Street, 23rd Floor, Toronto ON M5J 2V5, Attention: Manager, Wireless Offer House, TELUS Business Solutions. Notices and requests delivered personally, by email, or by commercial courier or fax will be deemed to have been received on the day of delivery. Notices and requests sent by registered mail will be deemed to have been received four days (excluding Saturdays, Sundays and statutory holidays) after the date of mailing.

Entire Agreement. Any terms and conditions in a purchase order or other similar document issued by the Customer in relation to any Services that are different from or in addition to those in this Agreement do not bind and are rejected by TELUS. This Agreement forms the entire agreement between the Customer and TELUS, and supersedes all written and oral communications and agreements between them, concerning the Services made before this Agreement came into effect. Changes to this Agreement must be agreed to in writing and signed by parties to be effective, except as stated elsewhere in this Agreement.

Language. The parties acknowledge that they have expressly required that the present contract and all related documents be drafted in the English language. *Les parties reconnaissent avoir expressément exigé que le présent Contrat et tous les documents connexes soient rédigés en langue anglaise.*

C. Service Terms and Conditions

1. Wireless Voice and Data Services

The Service Terms and Conditions in this subsection apply to the Wireless Voice and Data Services provided to the Customer.

1.1 Rate Plans

The Customer shall subscribe to a Rate Plan in Section D, and may subscribe to additional optional Rate Plans, for each Customer Device active on the TELUS networks. TELUS Rate Plans are designed for Wireless Voice Service ("**Voice Plans**"), for Wireless Data Service ("**Data Plans**"), or for Wireless Voice and Data Services ("**Voice and Data Plans**"). If the Rate Plan or Rate Plans subscribed to do not include a service or feature for which a Customer Device is actually used, the Customer shall pay for the use of the service or feature at TELUS' standard pay-per-use charges in effect at the time of use. The Customer shall, during the Device Term, subscribe to a Voice and Data Plan for each Customer Device that is a smartphone.

Unless stated otherwise in Section D, the Customer may subscribe to the Rate Plans in this Agreement as of the Effective Date. The Customer must request that the Rate Plans applicable to each Existing Customer Device be changed to a Rate Plan in Section D by the Commitment Date for those devices to be counted towards the Minimum Commitment. After receiving a written request from Customer, TELUS will migrate the Customer's devices to the new Rate Plans. The length of time required to complete the migration will depend on the number of devices changing rate plans.

Subject to TELUS' rights regarding the Minimum Commitment in subsection 6 of Section B, during the Agreement Term and during the Device Term applicable to each Customer Device, TELUS shall not change the basic monthly charge in any Rate Plan (including any Add-on or Package) or the number of minutes, amount of data, or features included in the basic monthly charge. TELUS may change other charges, apply additional charges, or do both provided that:

- a. TELUS communicates the change or additional charge to the Customer at least 30 days in advance by email to the Customer's email address in the Solution Details, by a message on a bill sent to the Customer, or by other written communication sent to the Customer's billing address, and
- b. the change or additional charge applies generally to TELUS corporate customers using the same service.

The basic monthly charge in a Rate Plan is the fixed monthly charge that provides access to the Service, and in an Add-on or Package is the fixed monthly charge that provides access to the feature. The basic monthly charge does not include additional charges in a Rate Plan for any features not included in the basic monthly charge, any E911 charges, any SAF (if applicable), any taxes, government charges, or any other charges.

TELUS offers Enhanced 911 with the Wireless Voice Service. See details at <http://www.telus.com/e911>. A monthly Enhanced 911 access charge ("**E911 charge**") will apply to a Customer Device if specified in Section D for the Rate Plan subscribed to for that Customer Device. The amount of the E911 charge, as at the Effective Date, is specified in Section D, but the amount of the E911 charge may change without notice to the Customer. Additional 911 access charges will apply to Customer Devices billed in provinces with legislation imposing 911 access charges and requiring TELUS to collect the charges on behalf of the provincial government.

1.2 Charges on Deactivation

The deactivation charge payable for each Customer Device deactivated before the end of the associated Device Term is equal to the sum of: (i) the outstanding Device Balance; (ii) the charge payable by the Customer for return of any Airtime Credit as described in Section D plus (iii) a charge of \$100.

1.3 Account Management Portal

TELUS may provide the Customer with tools, through a web-based portal, to assist the Customer with managing its account with TELUS and the use of the Services. The Customer shall maintain the confidentiality of all log-in names and passwords used to access the Customer's account through this portal and is responsible for all use of the portal by anyone using those log-in names and passwords. TELUS may, at its discretion and without any liability, change or delete any part of the portal or the tools available through it, or suspend or revoke the Customer's access to the portal to prevent any improper use of or unauthorized access to the portal.

1.4 Changes

During the Agreement Term and any Device Term, the Customer may change the Rate Plan applicable to a Customer Device as long as the fixed monthly charge of the new Rate Plan is equal to or greater than the applicable Minimum Spend Commitment (as such term is defined in Section D).

The Customer may change the Rate Plan applicable to a Customer Device to a Rate Plan with a fixed monthly charge lower than the applicable Minimum Spend Commitment, as long as the Customer pays TELUS: (i) the outstanding Device Balance at the time of the

change and (ii) the charge payable by the Customer for return of any Airtime Credit as described in Section D, as if such Customer Device has been deactivated before the end of the associated Device Term at the time of the change.

If a Customer changes a Rate Plan or makes any other changes to the Services that are not documented by TELUS in an amendment to this Agreement at the time of the change, the Customer's use of the Services after such changes are made shall be governed by this Agreement. Payment by the Customer of the charges billed after such changes are made shall constitute the Customer's acceptance of any change to the charges resulting from such changes.

1.5 Customer Responsibility for Data

The Customer is solely responsible for all information, data, software or other material or content transmitted, stored or received by the Customer using the Services ("**Customer's Content**"). TELUS exercises no control whatsoever over the content, accuracy or quality of any Customer's Content. TELUS is not responsible for detecting errors or anomalies or for recreating or re-transmitting data.

1.6 Repair Service

The Customer may request to have eligible Customer Devices repaired by TELUS via its Affiliate, Mobile Klinik, during the Agreement Term (the "**Repair Service**"). The terms and conditions applicable to the Repair Service are found at www.TELUS.com/repairserviceterms ("**Repair Service Terms**"). TELUS' provision, and Customer's receipt, of the Repair Service is subject to, and governed by, the Repair Service Terms. The Repair Service Terms may be updated by TELUS from time to time. The amended Repair Service Terms will be posted at the location above and notice of the change will be provided by invoice notification, email or otherwise. Unless otherwise indicated, the effective date of the amended Repair Service Terms will be the date of posting. The continued use of the Repair Service by the Customer after such date will be deemed to constitute the acceptance of the amended Repair Service Terms. By signing this Agreement, the Customer accepts and agrees to the terms of the Repair Service Terms.

2. TELUS IQ Service

The Service Terms and Conditions in this subsection apply to the TELUS IQ Service and the TELUS IQ Premium Service (if applicable) provided to the Customer. For clarity, references to the TELUS IQ Service in this subsection shall refer to both the TELUS IQ Service and the TELUS IQ Premium Service.

2.1 Description of the TELUS IQ Service

TELUS shall grant Customer access to the TELUS IQ Service, which is a hosted platform that may be used by the Customer solely for the management of the Customer's mobility services (the "**TELUS IQ Service**"). The TELUS IQ Service includes the following platform applications ("**Platform Apps**"): online procurement, account management, data usage visibility, data usage dashboards and reporting, and data usage alerts.

TELUS IQ Premium Service is available for an additional charge should the Customer require additional management capabilities. Subject to the payment of an additional monthly charge per Customer Device, TELUS IQ Premium Service provides the Customer with additional platform applications, including but not limited to TELUS IQ Service organization hierarchy management, asset management, and approval workflow ("**Additional Platform Apps**").

A Customer subscribed to the TELUS IQ Premium Service may also subscribe to TELUS IQ analytics as an optional annual add-on that includes enhanced reporting (the "**TELUS IQ Analytics License**"), subject to the payment of an additional non-refundable annual charge for each TELUS IQ Analytics License. The TELUS IQ Analytics License will renew automatically upon expiration for a new annual term, unless cancelled by Customer by providing a 30-day notice prior to the renewal date.

The Platform Apps and Additional Platform Apps may be renamed, consolidated, updated, or otherwise modified from time to time at TELUS' discretion and without notice. The Platform Apps' and Additional Platform Apps features are subject to TELUS' specifications and documentation, which may also be updated from time to time at TELUS' discretion and without notice. TELUS reserves the right to move Platform Apps and Additional Platform Apps between TELUS IQ Service and TELUS IQ Premium Service, at its sole discretion, upon providing notice.

2.2 Customer Responsibilities

To subscribe to, and take advantage of, the Corporate Offering and Rate Plans in Section D hereof, the Customer is required to use the TELUS IQ Service to activate, renew and manage all Customer Devices, unless Customer is subscribed to the Managed IQ Service.

As a condition to accessing and using the TELUS IQ Service, the Customer covenants that it will:

- a. if and to the extent required, obtain the consent of each Customer User prior to porting such Customer User's phone number(s) to TELUS, and upon TELUS' request, it will also provide confirmation to TELUS that it has obtained such consent(s),
- b. provide, at the Customer's sole cost and expense, all workstations, data services and network connectivity required for the Customer to access and use the TELUS IQ Service with the Customer's own devices and applications,

- c. comply with any and all security, registration, access and use requirements imposed by TELUS,
- d. use commercially reasonable efforts to prevent unauthorized access to, or use of, the TELUS IQ Service, and notify TELUS immediately of any unauthorized access or use of which the Customer becomes aware,
- e. provide basic support to its Customer Users,
- f. comply with all applicable laws when using the TELUS IQ Service,
- g. not use the TELUS IQ Service for the purpose of creating or enhancing a solution competitive to the TELUS IQ Service,
- h. not knowingly use the TELUS IQ Service in a manner that infringes on the intellectual property rights of TELUS or a third party,
- i. not use language that is harmful, threatening, abusive, defamatory, vulgar, obscene, libelous, or similarly offensive as part of the data usage alerts of the TELUS IQ Service, and
- j. not knowingly violate or attempt to violate the security of the TELUS IQ Service.

TELUS may suspend the provision of the TELUS IQ Service in the event of an actual, threatened or suspected violation of the Service Terms and Conditions by the Customer or a Customer User, and TELUS shall give the Customer notice of such suspension as soon as reasonably practical (except in the case of an emergency). TELUS reserves the right to monitor the TELUS IQ Service at any and all times to facilitate compliance with these Service Terms and Conditions, but it is not obligated to do so. The Customer consents to the processing and storage of information necessary to provide the TELUS IQ Service at TELUS' data centers.

As a condition to using the TELUS IQ Service, each administrative Customer User of the TELUS IQ Service is required to register with TELUS and select a unique password and user name ("User ID"). The Customer shall ensure that each such Customer User provides TELUS with accurate, complete and updated registration information. A Customer User may not:

- (i) select or use as a User ID a name of another person with the intent to impersonate that person, or
- (ii) use as a User ID a name subject to any rights of a person other than such Customer User without appropriate authorization.

The Customer is responsible and will be liable to TELUS for all access to and use of the TELUS IQ Services, including use that breaches this Agreement, by any person through the Customer's equipment, software or services or by any person using any Customer credentials or permissions necessary to access or use the TELUS IQ Service.

2.3 Exclusion of Warranties

The TELUS IQ Service is not guaranteed or warranted as uninterrupted or error free, and it may be temporarily unavailable for maintenance or causes beyond TELUS' control.

TELUS reserves the right to terminate the TELUS IQ Service at its discretion at any time during the Agreement Term, provided that it provides the Customer with an alternative solution with substantially similar functionality to the TELUS IQ Service.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, TELUS MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. TELUS HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

2.4 TELUS' Property Rights for TELUS IQ Service

Title to, ownership of, and all intellectual property rights in, any facilities, equipment, software, systems, processes and documentation used to provide the TELUS IQ Service ("Service Components") will be and remain with TELUS, or its suppliers and licensors. Unless expressly stated elsewhere in this Agreement, this Agreement does not grant to the Customer any intellectual property or other rights or licenses in or to any Service Components.

2.5 Customer Information

The Customer consents to, and shall obtain any and all necessary consents from its Customer Users to, the access, use, transit and storage by TELUS of certain information for the purposes of providing the TELUS IQ Services and if applicable, any Managed IQ Service, including, without limitation, the Customer's name, address, billing account number and invoice file, the Customer administrator's name and email, and the Customer's Users' name, shipping address, phone numbers, email, devices, rate plans, features and respective usage.

3. Managed IQ Service

The Service Terms and Conditions in this subsection apply to the Managed IQ Service.

3.1 Definitions

In this subsection:

"Business Hours" means Monday through Friday from 9:00 AM to 5:00 PM Local Canadian Time Zone for English speaking support and 9:00 AM to 5:00 PM Eastern Time for French speaking support, excluding statutory and TELUS observed holidays,

"Customer Property" means any software, specifications, information, data or material of Customer provided by Customer to TELUS,

"Customer Telecommunications Administrator(s)" means individual(s) authenticated as described below who are authorized by the Customer to communicate with TELUS for the purposes of managing the Customer Devices,

"Interactive voice response" or **"IVR"** is a technology that allows a computer to interact with humans through the use of voice and DTMF tones input via keypad,

"Other Carrier(s)" means any domestic or international mobile telecommunications service provider other than TELUS,

"Procurement Support" means helpdesk or portal support for account related updates which typically include: purchase of new Customer Devices and services, purchase of wireless service add-ons like travel passports or data top-ups and Customer Device repair support,

"Project" means any project which is out of scope of the Managed IQ Services or a change to Managed IQ Services that TELUS deems to be a Project, and documented in the form of a SOW,

"SOW" or **"Statement of Work"** is a document that TELUS creates for the Customer, which describes changes to the Managed IQ Services or additional products or services that TELUS may provide under the Agreement,

"Value Added Reseller (VAR)" is a person or organization that adds features or services to an existing product, then resells it as an integrated product or complete "turn-key" solution, and

"TELUS Managed IQ Service Helpdesk" a toll-free number available to the Customer's Telecommunications Administrators for support during Business Hours.

3.2 Authentication of Customer Telecommunications Administrators

Customer will provide TELUS with a list of Customer Telecommunications Administrators. If an individual calling the TELUS Managed IQ Service Helpdesk is not entered into the TELUS system as a Customer Telecommunications Administrator, TELUS will authenticate such individual by asking for the PIN Number that is assigned to the Customer account. Upon successful identification of such PIN, TELUS will treat such individual as a Customer Telecommunications Administrator and add such individual to the list of Customer Telecommunications Administrator. TELUS will only be required to provide support to Customer Telecommunications Administrator(s) or representatives of the Customer who have provided the correct PIN Number during the authentication process by TELUS.

3.3 General Service Description

Managed IQ Service provides Procurement Support to the Customer Telecommunications Administrators with respect to the Customer Devices by providing (i) a single point of contact for Procurement Support requests related to the Customer Devices, and (ii) the TELUS Managed IQ Service Helpdesk for support during Business Hours.

3.4 Device Failure

TELUS Managed IQ Service Helpdesk will assist the Customer Telecommunications Administrator to determine if the Customer Device is within the warranty period if the warranty status is unknown by the Customer Telecommunications Administrator. If the Customer Device is purchased from TELUS:

- a. within the warranty period, TELUS will contact and coordinate with the applicable Original Equipment Manufacturer(s) on behalf of the Customer to initiate the manufacturer warranty process; for greater clarity, the Customer is responsible for any charges that may be incurred from any third parties other than TELUS, or
- b. If the Customer Device is out of warranty, and if the cost of the repair work is estimated as less than \$250, the device will be repaired and the customer invoiced for the cost of the repair. If the cost of the repair work is estimated as greater than \$250, TELUS will obtain a quotation for the repair services and will provide that quotation to the Customer for approval.

3.5 Lost or Stolen Devices

Upon receiving a report of a lost or stolen Customer Device from the Customer Telecommunications Administrator, the TELUS Managed IQ Service Helpdesk will log a service ticket. TELUS Managed IQ Service Helpdesk will suspend the Customer Device (but not deactivate the line) and/or take such further reasonable action as may be instructed by the Customer Telecommunications Administrator with respect to the lost or stolen device.

3.6 Customer Responsibilities

The Customer is responsible for:

- a. internal IVR changes, if required,
- b. training the Customer Telecommunications Administrators on how to access the Managed IQ Service, and
- c. notifying TELUS in writing of any changes to the list of Customer Telecommunications Administrators promptly.

The Customer is liable for any and all changes made by the Customer Telecommunications Administrators, including but not limited to any purchase of equipment or ordering of services from TELUS. Any such changes will be deemed to be an amendment to this Agreement.

3.7 Service Exclusions

TELUS will not provide the Managed IQ Service if:

- a. an individual requesting the Managed IQ Service cannot be authenticated as a Customer Telecommunications Administrator as described above,
- b. any payment due to TELUS pursuant to this Agreement has not been made, or
- c. the Customer is in material default of any provision of this Agreement.

3.8 Charges

The charges for the Managed IQ Service are based on the Minimum Commitment and include:

- a. a fixed monthly recurring charge per Customer Device included in the monthly plan rate of a Rate Plan detailed in Section D, and
- b. any additional one-time charges and recurring charges as mutually agreed to pursuant to a SOW.

3.9 Authorization and Use of Customer Property

Customer represents and warrants that (a) it has the right to provide TELUS with the Customer Property for the provision of the Managed IQ Service, and (b) possession and use of the Customer Property by TELUS and/or its agents or subcontractors under the terms and conditions of this Agreement will not constitute a violation of confidentiality between Customer and any third party (including Other Carriers) or an infringement upon any patent, copyright, trade secret, or other intellectual property right of any third party.

3.10 Confidentiality

Customer consents to, and shall obtain any and all necessary consents from its Customer Users to, TELUS' disclosure to its agents, subcontractors or third party service providers of certain information about the Customer and the Customer Users for the purposes of providing the Managed IQ Service, including, without limitation, the Customer's name, address, business account number ("BAN") and invoice file, the Customer Telecommunications Administrator's name and email, and the Customer's Users' phone numbers, rate plans, features and respective usage.

3.11 Privacy

The parties acknowledge that the provision of the Managed IQ Service by TELUS to Customer under this Agreement may require the collection, use and disclosure of Customer Users' personal information. The parties further acknowledge and agree that Customer may permit Customer Users to use the Managed IQ Service provided by TELUS under this Agreement and that such use may result in TELUS storing personal information or records of some communications from or to such Customer Users for the fulfillment of TELUS' business purposes.

Customer represents and warrants that it has obtained all necessary consents from such Customer Users, and has provided them with all necessary notices, to permit the collection, use or disclosure of such records by and between the Customer and TELUS. Customer agrees to defend, indemnify, and hold TELUS harmless from and against any and all liability, damages, loss or expense incurred by TELUS as a result of any claim brought against TELUS or its agents or subcontractors to the extent such claim is related to the collection, use or disclosure of such records in a manner authorized or requested by Customer.

3.12 Indemnity

Customer is responsible for and will indemnify TELUS against losses, expenses and all manner of actions, claims and judgments sustained by or made against TELUS in connection with the use, by Customer's Users or any other person, of the Managed IQ Service provided to Customer, or with any data, software, or Customer Device or other devices (including Customer Devices) used by any person with the Managed IQ Service, even if such use is unauthorized.

4. ESChat Service

The Service Terms and Conditions in this subsection apply to the ESChat Service provided by TELUS to the Customer.

4.1 Definitions

"**End User Data**" means any data related to Customer's Users available in connection with the ESChat Service whether personally identifiable to such Customer User or not, regardless of type, amount or nature of information or the means by which it is obtained.

"**ESChat Provider**" means TELUS or a third-party provider of the ESChat Service.

4.2 Service Description

ESChat service is a push-to-talk «SaaS» solution that includes AES-256 encrypted «push to talk» (PTT) voice and multimedia (text and image) messaging (the "**ESChat Service**"). ESChat Service also provides live and historical (bread crumb) tracking and mapping

ESChat Service allows Customer Users to communicate on a 1:1 ad hoc and group basis. ESChat provides distinct talk group types customized to fill a particular mission. Talk groups range from the basic «Nextel» type group, to, without limitation, groups for surveillance, command, dispatch, unicast, emergency broadcast.

The Customer will manage the ESChat Service using a web based administrative portal (WBAP). All WBAP configurations will be sent to the ESChat Service Customer Devices over the air (OTA). The ESChat Service includes an application for: i) Android smartphones and tablets; ii) iPhone, iPad and iPod devices; and iii) personal computers running Microsoft Windows 7, Windows 8 or Windows 10.

TELUS reserves the right to change the ESChat Service's functionality and/or third party provider at its discretion at any time during the Agreement Term. The Customer acknowledges that any change in the third party provider may also result in modification of the ESChat Service.

4.3 TELUS Responsibilities

TELUS is responsible for the following activities related to the implementation of the ESChat Service:

- a. Setup Customer account on ESChat portal;
- b. Purchase licenses on behalf of the Customer;
- c. Initial setup of talk groups as per Customer specifications;
- d. Provision, stage and kit Customer Devices (when applicable); and
- e. Ship Customer Devices to Customer (when applicable).

4.4 Support

TELUS will provide support via email and/or telephone to the ESChat account administrator(s) designated by the Customer. TELUS will not provide Customer Users support for the ESChat Service.

TELUS will provide troubleshooting support to a designated Customer administrator. This includes troubleshooting methods such as verifying data connectivity issues, resolving username and password problems, uninstalling/reinstalling ESChat Service, verification of proper device and software setup, and assistance with navigating around application menus. If unable to resolve the issue, TELUS will forward a trouble ticket with all relevant information to the ESChat Provider who will communicate with the Customer to provide level 3 support on the reported unresolved incidents or problems with the ESChat Service.

4.5 Service Exclusions

Unless expressly stipulated herein, TELUS does not provide any other service, and is not responsible for day-to-day management of Customer ESChat Service profile, management of licenses and other activities related to day to day management of the ESChat Service.

4.6 Customer Responsibilities

As a condition to accessing and using the ESChat Service, the Customer covenants that it will:

- a. designate an account administrator that will be the single point of contact for the ESChat Service;
- b. register with the ESChat provider and ensure that the Customer's Users are assigned a unique user name and password to access the ESChat Service;
- c. provide, at the Customer's sole cost and expense, all workstations, data services and network connectivity required for the Customer to access and use the ESChat Service with the Customer's own devices and applications;
- d. comply with any and all security, registration, access and use requirements communicated by TELUS ;
- e. provide the first level of technical support to Customer Users;
- f. comply with all applicable laws when using the ESChat Service;
- g. immediately notify TELUS of any unauthorized use of the Customer's account or the ESChat Service or of any other breach of security, and shall provide reasonable assistance to TELUS, as requested, to stop and/or remedy any breach of security;
- h. not do or attempt to do, or knowingly permit any of the Customer's Users to do or attempt to do, any of the following: (i) possess, download or copy the ESChat Service or copy the user guides for the use of the ESChat Service; (ii) view, read, access or print any of the source code or object code; (iii) modify, port, adapt or create derivative works of the ESChat Service; (iv) reverse compile, reverse assemble or disassemble the source code or object code or other runtime objects or files related to the ESChat Service or otherwise reverse engineer, modify or copy the look and feel, functionality or user interface of any portion of the ESChat Service; (v) rent, lease, distribute (or redistribute), or license, provide or otherwise make available the ESChat Service, in any form, to any third party, other than Customer's Users (including in any service bureau or similar environment); (vi) share access to the ESChat Service with third parties other than Customer's Users; (vii) create any "links" to or "frame" or "mirror of the ESChat Service or any portion thereof; (viii) defeat, disable or circumvent any protection mechanism related to the ESChat Service; and
- i. not violate or attempt to violate the security of the ESChat Provider's networks or servers, including (i) access data not intended for Customer or log into a server or account which Customer is not authorized to access; (ii) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper written request and authorization; or (iii) knowingly interfere with service to any of the ESChat Provider's other users, host or network, including by means of intentionally submitting a virus, overloading, flooding, spamming, mail bombing or crashing.

4.7 Customization

Additional services and customizations to the ESChat Service are available at additional cost to the Customer. If the Customer requests customization to the ESChat Service, the customizations will be more specifically described in a statement of work that will be prepared by TELUS and approved by the Customer, and that will set out the additional charges payable by the Customer and detailed specifications for the ESChat Service, and may include other requirements or responsibilities of either TELUS or the Customer in relation to such ESChat Service. When approved and signed by TELUS and the Customer, the statement of work will form part of this Agreement.

4.8 Charges

ESChat Service will be charged as a fixed monthly charge for each Customer User requiring an ESChat Service license. TELUS will also charge any additional one-time charges set out in a related statement of work.

4.9 Consent to Share End User Data to the ESChat Provider

The Customer agrees that the records referred to under subsection 18 Privacy of Section B include the account and usage information of the Customer and the End User Data provided to the ESChat Provider for the purposes of providing the ESChat Service and that the consent obtained from Customer Users extends to those documents and to the ESChat Provider, as applicable.

4.10 Exclusions of Warranties

The Customer acknowledges that portions of the ESChat Service are provided by a third party provider and that the limitation of liability under the Agreement extend to the ESChat Provider, as applicable. The Customer acknowledges that ESChat Service may be temporarily unavailable, including for maintenance or causes beyond TELUS' control or of the ESChat Provider.

5. Secure IP Anywhere Service

The Service Terms and Conditions in this subsection apply to the Secure IP Anywhere Service provided to the Customer.

5.1 General Service Description

Secure IP Anywhere Service consists of two components:

- a. MPLS IP Wireless Service, and

b. WAN L3 VPN Access Connection.

Secure IP Anywhere Service provides a wireless connection from Customer Devices through the TELUS core network to the Customer's local area network or networks ("LAN(s)"), and also provides interconnection, through the TELUS core network, of the Customer's geographically disparate LAN(s), located at Customer sites in different metropolitan areas. The wireless connection from the Customer Devices to the TELUS core network (the "MPLS IP Wireless Service") is provisioned using TELUS' LTE wireless high speed network, and Secure IP Anywhere Service is only available with Wireless Data Service using TELUS' or LTE wireless high speed network.

The connection from the Customer's LAN to the TELUS core network (the "WAN L3 VPN Access Connection"), is provisioned using the Internet Protocol ("IP") for routing between sites in a unique wide area network ("WAN") plan.

The Secure IP Anywhere Service will be provisioned in accordance with IP addressing and routing standards, and will support routing to unique, TELUS provided or Customer provided public IP addresses, or to TELUS provided or Customer provided private IP addresses.

The Secure IP Anywhere Service will only be provided using customer interface units provided by TELUS and is not available where the Customer wishes to provide its own interface unit.

5.2 MPLS IP Wireless Service

5.2.1 Billing

All one-time charges for the Secure IP Anywhere Service referred to herein and all fixed monthly recurring charges for each Customer Device will be included on the TELUS bill to the Customer for Wireless Voice and Data Services, and all monthly charges for the WAN L3 VPN Access Connections will be included on a separate TELUS bill to the Customer, which bill may include charges for other TELUS services.

5.2.2 MPLS IP Wireless Service Level Objectives and Service Level Agreements

Service Level Objectives and Service Level Agreements subscribed to by the Customer (if any) pursuant to this Agreement for Wireless Voice and Data Services only apply to the MPLS IP Wireless Service and do not apply end-to-end from the Customer Device to the CIU (defined in subsection 4.3 below). The terms and conditions in this Agreement that apply to Wireless Voice and Data Services apply to the MPLS IP Wireless Service and all use of the Wireless Voice and Data Services in conjunction with the MPLS IP Wireless Service, including terms and conditions relating to Service Level Objectives and Service Level Agreements.

5.3 WAN L3 VPN Access Connection

The terms and conditions in this subsection 4.3 apply only to the WAN L3 VPN Access Connection.

The WAN L3 VPN Access Connection provides a 300 MBPS maximum speed per Customer, and is provisioned on a site-by-site basis, using a service facility from the TELUS point of presence to each service address specified in the Solution Details (the "Customer Site"), terminating on a TELUS-provided customer interface unit ("CIU") located in the master telephone room at the Customer Site. In-building Service Components (defined below) required to install the WAN L3 VPN Access Connection at that Customer Site will be included to a maximum of \$2,000. Optionally, the CIU may be located elsewhere within the building using Customer-provided in-building service components.

The CIU will be equipped with one port for connection to the Customer's LAN equipment. The Service Demarcation for the WAN L3 VPN Access Connection will be at the LAN interface port on the CIU. The port type used for each WAN L3 VPN Access Connection is a 100BaseT-FDX.

WAN L3 VPN Services are quality of service enabled. Enhanced or "Assured Forwarding" Quality of Service ("QoS") allows the Customer to separate and prioritize its network traffic among three different traffic priority classes ("Assured Forwarding Classes" or "AF Classes", and each priority class is numbered 1, 2 or 3) and determine a weighting for each AF Class. Traffic on the WAN L3 VPN Access Connection will be prioritized according to the weighting for each AF Class determined by the Customer, except where technical limitations require the use of a standard weighting determined by TELUS.

5.3.1 Customer Responsibilities

TELUS will install and maintain the Service Components required to provide WAN L3 VPN Access Connection to the legal boundary of the Customer Site.

The Customer shall be responsible for obtaining at its sole cost all rights-of-way, permissions and/or third party consents required to permit TELUS to install and maintain the Service Components from the legal boundary of each Customer Site to the Service Demarcation and to the Customer's premises at the Customer Site, including the consent of the Customer's landlord or building owner.

The Customer shall be responsible for satisfying all requirements imposed by a building's design or by building management as it applies to installation of the WAN L3 VPN Access Connection or the Service Components, including the payment of any additional fees, conduit installation, design submissions, and installation approvals.

Additional one-time charges may apply for unforeseen additional costs incurred by TELUS in relation to the installation of the WAN L3 VPN Access Connection at a particular Customer Site. If the Customer does not accept payment responsibility for such charges, this Agreement as it applies to the WAN L3 VPN Access Connection to, and the Secure IP Anywhere Services at, that Customer Site will be deemed to be terminated without any obligation by the Customer to pay early termination charges, and TELUS will have no liability to the Customer for such termination.

For greater certainty, termination of the WAN L3 VPN Access Connection to, and the Secure IP Anywhere Services at, a specific Customer Site pursuant to the provisions of this paragraph, shall not affect or terminate the provision of Secure IP Anywhere Services at any other Customer Sites.

The Customer shall, at its cost, prepare the Customer Site for the installation of the WAN L3 VPN Access Connection, including any Service Components, in accordance with TELUS' reasonable instructions.

The Customer is responsible for any additional installation costs incurred by TELUS as a result of the Customer's failure to comply with such instructions. Changes in the environment or location of any Service Components at the Customer Site will require the prior written consent of TELUS.

The Customer grants TELUS access to the Customer's premises at the Customer Site to install and maintain the WAN L3 VPN Access Connection and the Service Components. TELUS shall not be responsible for any delays, interruptions in the WAN L3 VPN Access Connection, damages or costs that may result if TELUS is unable to obtain access to the Customer Site. The Customer is responsible for the care and protection of any Service Components installed on the Customer's premises, and is liable to TELUS for all loss or damage, other than ordinary wear and tear, to such Service Components.

The Customer is responsible to ensure non-conflicting protocol address practices are maintained within the Customer's network plan. If TELUS provides the IP addresses to the Customer, these addresses shall be governed by TELUS' address policy. If the Customer provides a private or public IP address, the Customer must assign one IP address for use as the IP address of the CIU, and must also set that address as the default gateway for every device at that Customer Site. Customer-provided IP addresses must not conflict with any internal TELUS IP addresses and in the event of any conflict, the Customer must provide another IP address.

5.3.2 Relocation

The WAN L3 VPN Access Connection cannot be moved from a Customer Site to another location. To relocate the WAN L3 VPN Access Connection, the Customer must terminate the WAN L3 VPN Connection at the Customer Site, termination charges will become payable, and the Customer must sign an amendment to this Agreement or a new contract providing for a WAN L3 VPN Connection at the new Customer site, and pay applicable installation charges.

5.3.3 WAN L3 VPN Access Connection Service Levels, Service Credits and Restrictions

The Service Level Agreement described in the table below applies only to the WAN L3 VPN Access Connection, and only applies if the Customer has selected:

WAN L3 VPN Services	Coverage	Service Level Measures	Service Level Agreement
Service Availability: Time during which the WAN L3 VPN Access Connection functionality is available for use	24 x 7 including holidays	WAN L3 VPN Access Connection is considered "unavailable" if three consecutive polling attempts from TELUS' network management center to the CIU fail.	Availability target of 99.9%

TELUS shall be responsible for the installation and management of the WAN L3 VPN Access Connection up to and including the Service Demarcation, and will provide the Customer with a Service Level Credit (set out below) if the WAN L3 VPN Access Connection fails to meet the Service Level Agreement targets applicable to the specific WAN L3 VPN Access Connection, unless the failure:

- a. is caused by components in the network which are not TELUS' responsibility,
- b. is caused by the Customer,
- c. is during periods of maintenance by TELUS, or
- d. results from any event of force majeure.

Failure to comply with a Service Level Agreement target is not a breach or material default of any provision of this Agreement, and the award of Service Level Credits is the Customer's sole remedy for any such failure.

TELUS may perform maintenance on the WAN L3 VPN Access Connection when scheduled by TELUS, or at other times advised by TELUS (such advice may be given orally and without any written notice).

TELUS will apply Service Level Credits on a site-by-site, service-by-service basis in accordance with the formula defined in Table A, without specifically being requested by the Customer. The Service Level Credit shall be calculated by taking the difference between the actual Service Level achieved and the Service Level Agreement target for the applicable WAN L3 VPN Access Connection. The actual Service Level achieved is measured over a calendar month; targets are calculated based on a 30-day period. Maintenance periods and installations are excluded from calculations. The Service Level Credit is a percentage of the fixed monthly charges for the applicable WAN L3 VPN Access Connection. The maximum Service Level Credit shall be equal to 80% of the fixed monthly charges for the applicable WAN L3 VPN Access Connection. Usage and other charges will still apply.

If difference between actual Service Level achieved and Service Level target is:	Total Monthly Credit
< or = 2%	20%
>2% and < or = 4%	40%
>4% and < or = 6%	60%
>6%	80%

Table A: Service Level Credits

For example (calculations are shown on an hourly basis for clarity):

If fixed monthly charges are \$2500, and

- 100% Availability based on 720 hours per month [e.g. 30 (days) X 24 (hours per day)]
- Availability target is equal to 99.7% or 718 hours (720 hours X 99.7%).
- Actual measured Availability reflects a "down time" of 4 hours (716 hours up time) and so is calculated to equal 99.4%, $[716/720 = 99.4\%]$
- % of Availability target missed is 0.8% $[1 - (716/718)]$ and is in the "< or =2%" credit tier, therefore:
- Actual measured Availability of 99.4% (or 4 hours down time) results in a Service Level Credit equal to 20% or \$500.

5.4 Service Limitation for Secure IP Anywhere Service

TELUS does not provide any guarantees for security of the Customer's network connected to the Internet. Customers are responsible to implement their own security policies, which may include TELUS firewall implementation.

5.5 TELUS' Property Rights for Secure IP Anywhere Service

Title to, ownership of, and all intellectual property rights in, any facilities, equipment, software, systems, processes and documentation used to provide the Secure IP Anywhere Service ("Service Components") will be and remain with TELUS, or its suppliers and licensors. Unless expressly stated elsewhere in this Agreement, this Agreement does not grant to the Customer any intellectual property or other rights or licenses in or to any Service Components.

5.6 Other Customer Responsibilities

The Customer shall comply with TELUS' acceptable use policy and, where applicable, IP address policy, published at www.telus.com/aup ("AUP"). TELUS may change the AUP at any time, in its sole discretion, and publishing the changed AUP at www.telus.com will be sufficient notice of the changes to the Customer.

5.7 Charges for Secure IP Anywhere Service

Where the Customer has subscribed for the Secure IP Anywhere Service for one Customer Device within a Billing Account Number ("BAN") the Customer must subscribe for Secure IP Anywhere Service for all Customer Devices within that same BAN. All Customer Devices within a BAN must be used with either a public IP address, or a private IP address, and the IP addresses for the Customer Devices within a BAN must not be a mix of public and private IP addresses. After consultation with the Customer, TELUS shall notify the Customer of the BAN(s) for the Customer Devices that will be used by the Customer in conjunction with the Secure IP Anywhere Service.

Charges for the Secure IP Anywhere Service will include:

- a one-time \$5,000* charge for implementation of the Secure IP Anywhere Service (waived if already paid previously),
- monthly recurring charge of \$7.50 for each Customer Device, and
- a fixed monthly recurring charge for each WAN L3 VPN Access Connection.

The charges above include all usage on the WAN L3 VPN Access Connection. The charges above apply in addition to the charges for the Wireless Data Service (and any other Services) provided in respect of the Customer Devices, pursuant to and as set out in Section D and elsewhere in this Agreement, including the monthly rate plan charges.

The obligation to pay this amount applies in addition to any deactivation, cancellation or other charges that may apply on termination of the Agreement or deactivation of Customer Devices, and in addition to TELUS' rights in subsection 6 of Section B.

5.8 Static IP Address Changes

In some unavoidable cases, TELUS does not have the ability to guarantee that static IP address remains the same. IP addresses can change (with or without prior notice) when the client does technology updates as well when company billing departments do account transfer.

5.9 Termination and Termination Charges

The termination charges payable by the Customer for termination of any Secure IP Anywhere Services prior to the end of the Agreement Term are as follows.

For each Customer Site to which the WAN L3 VPN Access Connection and the Secure IP Anywhere Service is terminated, the termination charge is calculated as follows:

- a. the total fixed monthly charges for the WAN L3 VPN Access Connection described in subsection (c) above that would have been payable after the date of termination until the end of the Agreement Term (the "Total Remaining Charges"), if the WAN L3 VPN Access Connection is terminated prior to the installation of the WAN L3 VPN Access Connection, or
- b. all Total Remaining Charges if the WAN L3 VPN Access Connection is terminated during the first 12 months after the installation of the WAN L3 VPN Access Connection,
- c. 75% percent of the Total Remaining Charges if the WAN L3 VPN Access Connection is terminated between the 13th to 24th month after the installation of the WAN L3 VPN Access Connection, or
- d. 50% percent of the Total Remaining Charges if the WAN L3 VPN Access Connection is terminated between the 25th to 36th month after the installation of the WAN L3 VPN Access Connection.

For greater certainty:

- a. if the Wireless Data Service provided in respect of any Customer Devices for which Secure IP Anywhere Service is subscribed are terminated, the Secure IP Anywhere Service for those Customer Devices shall also terminate, and
- b. the termination charges described in sub-paragraphs (a) through (d) above apply only to the termination of the WAN L3 VPN Access Connection, and are payable in addition to any deactivation charges that may apply pursuant to the terms and conditions of this Agreement if the Wireless Data Service in respect of any Customer Devices subscribed to the Secure IP Anywhere Services is also terminated.

6. TELUS Network Public Safety Priority Service

The Service Terms and Conditions in this subsection apply to the TELUS Network Public Safety Priority Service provided under the Agreement ("PSPS").

6.1 Definitions

"PSPS Administrator(s)" means individual(s) who are authorized by the Customer to communicate with TELUS for the purposes of managing the Customer Devices.

"Public Safety Customer" means Department of Public Safety and Emergency Preparedness and other federal, provincial and municipal government authorities, agencies and public safety professionals when acting, and utilities and applications, when used, for the purpose of protecting and ensuring public safety jeopardized by circumstances of natural or human origin.

6.2 Service Description

PSPS is a network enabled access solution available as part of the Wireless Data Services provided to a Public Safety Customer. PSPS provides a Public Safety Customer with QCI-6 and Access Class 14 priority of access at a SIM level, securing connection to TELUS' LTE network and supplying certain Customer Users that require network prioritization to respond to emergency situations where life threatening circumstances are present with access to Wireless Data Services, even in circumstances of traffic congestion.

6.3 Charges

PSPS is charged as a fixed monthly recurring charge of \$10 per Customer Device provisioned with PSPS.

6.4 Service Limitations

PSPS is provided only to a Public Safety Customer subscribed to Wireless Data Services.

6.5 Customer Responsibilities

The Customer shall:

- (a) ensure that Customer Devices provisioned with PSPS are only provided to employees of the Public Safety Customer that require or may require network prioritization to respond to emergency situations where life threatening circumstances are present;
- (b) ensure that Customer Devices that are provisioned with PSPS are used exclusively for the official functions of the Public Safety Customer;
- (c) provide instructions to TELUS as to which Customer Devices should be provisioned with PSPS;
- (d) register with TELUS for PSPS and ensure that the Customer Devices on which PSPS will be provisioned are compatible with PSPS;
- (e) use PSPS only for the purposes set forth in, and in accordance with, all applicable laws and this Agreement, as well as security, registration, access and use requirements imposed by TELUS;
- (f) notify TELUS of its PSPS Administrator via email and/or telephone;
- (g) prevent unauthorized access to, or use of, PSPS, and immediately notify TELUS of any unauthorized use of PSPS or of any other breach of security, and provide reasonable assistance to TELUS, as requested, to stop and/or remedy any such breach;
- (h) not do or attempt to do, or knowingly permit any of its directors, officers, employees, contractors, subcontractors or agents to do or attempt to do, any of the following: (i) modify, port or adapt PSPS; (ii) provide or otherwise make available PSPS, in any form, to any third party, other than Customer's Users; or (iii) share access to PSPS with third parties other than Customer Users.

D. Corporate Offering and Rate Plans

1. Device Term and Hardware Promotions

1.1. Device Term

1.1.1 New Customer Devices

The Device Term for a New Customer Device, other than a No Term Device described in subsection 1.1.3 of this Section D, is equal to 36 months, starts on the date of activation, and extends beyond the Agreement Term.

1.1.2 Existing Customer Devices

The Device Term for an Existing Customer Device, whether the Customer Device was a new device or a replacement or upgraded device, is the remainder of the initial Device Term assigned to the Customer Device on the date of activation.

1.1.3 No Term Devices

The following Customer Devices do not have a Device Term and are referred to herein as "No Term Devices":

- a. Any Customer Device purchased at the full no-term price from TELUS or a TELUS dealer without a credit (including an Airtime Credit), subsidy, or discount from TELUS, except when subscribed to a Rate Plan that specifies a Device Term
- b. Any Customer Device that was not purchased from TELUS or a TELUS dealer and was activated or renewed on the TELUS network without an Airtime Credit or other credit or payment; and
- c. Any Customer Device where the applicable Device Term has expired or the Customer has paid all applicable charges in accordance with Section C.

The Device Balance for No Term Devices is \$0.

1.2 Upgrades

An "Upgrade" is the replacement of a Customer Device with a new device from TELUS.

The Customer may Upgrade a Customer Device at any time, subject to the following terms:

- a. the Customer will pay to TELUS the outstanding Device Balance for the Customer Device being replaced,
- b. a new Device Balance will be calculated for the replacement device, and
- c. a new Device Term of 36 months will apply to the replacement device starting on the date the replacement device is activated and may extend beyond the Agreement Term.

2. Minimum Spend Commitment

"**Minimum Spend Commitment**" means the minimum amount of fixed monthly charges that must be incurred by a Customer Device. The Minimum Spend Commitment is determined by the type of Rate Plan to which a Customer Device is subscribed at the time of the requested Rate Plan change.

Rate Plan Item	Minimum Spend Commitment
Voice Rate Plan Subsidized	\$20
Voice Rate Plan Non-Subsidized	\$10
Voice and Data Rate Plan Non-Subsidized	\$40
Voice and Data Rate Plan Subsidized	\$30
Data Rate Plan Non-Subsidized	\$10

3. Special Terms and Conditions

3.1 Promotional Hardware Pricing

A Rate Plan in Section D may include a discount or promotional price on the purchase price of a Customer Device. This discount or promotional price will apply when the Customer activates or renews a new Customer Device with the Rate Plan during the Agreement Term on a 36 month Device Term. The amount of any discount may not exceed the cost of the device and all pricing is subject to availability.

3.2 Rate Plan Eligibility

Customer Devices with a Device Balance of more than \$0 may not subscribe to a non-subsidized Rate Plan.

3.3 Vacation Disconnect Without Extension of the Device Term

The monthly charge for Vacation Disconnect is \$25 per Customer Device. This temporary rate plan accommodates Customer Devices not used for a period of time and allows Customer to suspend their service on such Customer Devices for a maximum of six months on an individual device. While on Vacation Disconnect, Service is suspended and the Device Term is not extended for the length of the disconnection. Vacation Disconnect is only available to Customer Devices who have been active on the network for a minimum of 6 months. Taxes, regulatory and other governmental charges will be added to the monthly charge.

3.4 Apple Business Manager

The Customer may enroll eligible Customer Devices in Apple Business Manager at \$0 per eligible Customer Device, subject to the terms and conditions of the program as determined by Apple. Apple Business Manager is a third party service offered by Apple, billed through TELUS, and is only available:

- a. on Apple iPhone sold by TELUS from TELUS' inventory,
- b. on corporate liable iOS devices,
- c. on new iOS activations or renewals only (existing iOS devices are not eligible),
- d. if Customer has a Mobile Device Manager (TELUS will not manage Apple Business Manager accounts), and
- e. on devices that have obtained Apple Business Manager ID directly from Apple.

4. Corporate Rate Plans and Pricing

The Rate Plans available to the Customer and Customer Users are described below.

4.1 Definitions

In this subsection:

- a. "Additional Data" means additional data within Canada, unless otherwise specified in a Rate Plan,
- b. "MHS" means mobile high speed,
- c. "MMS" means multi-media messaging service and includes video and picture messages but not SMS,
- d. "National" or "Nationwide" means within Canada,
- e. "SMS" means short messaging service and includes text messaging but not MMS,
- f. "U.S." or "U.S.A." includes the 50 states, Puerto Rico and U.S. Virgin Islands.

4.2. Rate Plan Terms

4.2.1 Monthly Charges

All charges in the Rate Plan or Add-On recur monthly unless otherwise specified. Unless otherwise explicitly set out in the Rate Plans below, additional charges will apply to usage in excess of the included minutes, data, and features in accordance with TELUS' standard pay-per-use rates in effect at the time of use.

4.2.2 Shareable Minutes and Data

Shareable minutes and data only occurs across Customer Devices activated on the same type of sharing plan on the same billing account number assigned to the Customer by TELUS ("BAN"). In order to access shared data a Rate Plan must have a data sharing feature. Unlimited minutes are not shareable. Minutes and data are consumed on a "first come, first served" basis.

4.2.3 Government Charges

Government charges (described in Section C, subsection 1.1) include the following Monthly Regulated Provincial 911 access charge per device: Alberta \$0.95, New Brunswick \$0.97, Newfoundland \$0.75, Northwest Territories \$1.70, Nova Scotia \$0.43, P.E.I. \$0.70, Quebec \$0.52, and Saskatchewan \$2.14.

4.2.4 Directory Assistance Charge

As of the Effective Date, TELUS applies a charge for Directory Assistance in addition to the Rate Plan as follows: Calls to 411 or 555-1212 will be billed \$3.50 per call, plus airtime charges under the applicable Rate Plan.

4.2.5 Call Forwarding

When included in a Rate Plan, Call Forwarding is local only. Long distance charges will apply when call forwarding to a number outside of the Customer User's local calling area, even if the Customer User's Rate Plan or Add-On includes long distance.

4.3. Rate Plans

4.3.1 Voice Rate Plan Subsidized

Name	Corporate Complete Voice US 20
Monthly Plan Rate	\$20
Included Minutes	Unlimited National and Canada to U.S.
US Voice Roaming	\$0.20/minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25 Managed IQ Service (refer to Section C for terms of service)
Included SMS	Unlimited National and Canada to U.S.
Included MMS	Unlimited National and Canada to U.S.
Hardware Discounts	\$200 off TELUS' then current no term price on a voice device
Terms and Conditions	3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute Not compatible with any add-ons offering preferred roaming rates in the U.S.

4.3.2 Voice Rate Plan Non-Subsidized

Name	Corporate Advantage Voice 10 w/US
Monthly Plan Rate	\$10
Included Minutes	Unlimited National and Canada to U.S.
US Voice Roaming	\$0.20/minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25 Managed IQ Service (refer to Section C for terms of service)
Included SMS	Unlimited National and Canada to U.S.
Included MMS	Unlimited National and Canada to U.S.
Terms and Conditions	3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute Not compatible with any add-ons offering preferred roaming rates in the U.S.
Hardware Subsidy	Non-subsidized: no subsidy provided on activation or renewal of hardware

4.3.3 Voice and Data Rate Plans Subsidized

Name	Corporate Complete US 40
Monthly Plan Rate	\$40
Included Minutes	Unlimited National and Canada to U.S.
Included U.S. Voice Roaming Minutes	30 U.S. shareable Voice Minutes*
Additional U.S. Voice Roaming Minutes	\$0.20/Minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25 Visual Voicemail for Smartphone (available on iPhone and select Android devices) Managed IQ Service (refer to Section C for terms of service)
Included Data	7 GB shareable Canada data
Included US Data Roaming	100 MB shareable U.S. data
Additional U.S. Data Roaming	\$0.20/MB
Included SMS	Unlimited National and Canada to U.S.
Included MMS	Unlimited National and Canada to U.S.
Hardware Discounts	\$750 off TELUS then current no term price on a smartphone
Terms and Conditions	3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute Data can be accessed on-device or tethered. Data overage and roaming fees will apply U.S. Voice Roaming includes calls originating from the U.S. and terminating in Canada or the U.S. U.S. data Roaming is applicable only to U.S. data and can only be shared with U.S. data Not compatible with any add-ons offering preferred roaming rates in the U.S.

Name	Corporate Complete US 45
Monthly Plan Rate	\$45
Included Minutes	Unlimited National and Canada to U.S.
Included U.S. Voice Roaming Minutes	30 U.S. shareable Voice Minutes
Additional U.S. Voice Roaming Minutes	\$0.20/Minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25 Visual Voicemail for Smartphone (available on iPhone and select Android devices) Managed IQ Service (refer to Section C for terms of service)
Included Data	10 GB shareable Canada data
Included US Data Roaming	100 MB shareable U.S. data
Additional U.S. Data Roaming	\$0.20/MB
Included SMS	Unlimited National and Canada to U.S.
Included MMS	Unlimited National and Canada to U.S.
Hardware Discounts	\$750 off TELUS then current no term price on a smartphone
Terms and Conditions	3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute Data can be accessed on-device or tethered. Data overage and roaming fees will apply U.S. Voice Roaming includes calls originating from the U.S. and terminating in Canada or the U.S. U.S. data Roaming is applicable only to U.S. data and can only be shared with U.S. data Not compatible with any add-ons offering preferred roaming rates in the U.S.

4.3.4 Voice and Data Rate Plans Non-Subsidized

Name	Corporate Complete US 30
Monthly Plan Rate	\$30
Included Minutes	Unlimited National and Canada to U.S.
Included U.S. Voice Roaming Minutes	30 U.S. shareable Voice Minutes
Additional U.S. Voice Roaming Minutes	\$0.20/Minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25 Visual Voicemail for Smartphone (available on iPhone and select Android devices) Managed IQ Service (refer to Section C for terms of service)
Included Data	7 GB shareable Canada data
Included US Data Roaming	100 MB shareable U.S. data
Additional U.S. Data Roaming	\$0.20/MB
Included SMS	Unlimited National and Canada to U.S.
Included MMS	Unlimited National and Canada to U.S.
Terms and Conditions	3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute Data can be accessed on-device or tethered. Data overage and roaming fees will apply U.S. Voice Roaming includes calls originating from the U.S. and terminating in Canada or the U.S. U.S. data Roaming is applicable only to U.S. data and can only be shared with U.S. data Not compatible with any add-ons offering preferred roaming rates in the U.S.
Hardware Subsidy	Non-subsidized: no subsidy provided on activation or renewal of hardware

Name	Corporate Complete US 35
Monthly Plan Rate	\$35
Included Minutes	Unlimited National and Canada to U.S.
Included U.S. Voice Roaming Minutes	30 U.S. shareable Voice Minutes
Additional U.S. Voice Roaming Minutes	\$0.20/Minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25 Visual Voicemail for Smartphone (available on iPhone and select Android devices) Managed IQ Service (refer to Section C for terms of service)
Included Data	10 GB shareable Canada data
Included US Data Roaming	100 MB shareable U.S. data
Additional U.S. Data Roaming	\$0.20/MB
Included SMS	Unlimited National and Canada to U.S.
Included MMS	Unlimited National and Canada to U.S.
Terms and Conditions	3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute Data can be accessed on-device or tethered. Data overage and roaming fees will apply U.S. Voice Roaming includes calls originating from the U.S. and terminating in Canada or the U.S. U.S. data Roaming is applicable only to U.S. data and can only be shared with U.S. data Not compatible with any add-ons offering preferred roaming rates in the U.S.
Hardware Subsidy	Non-subsidized: no subsidy provided on activation or renewal of hardware

4.3.5 Data Rate Plan Non-Subsidized

Name	Corporate Complete Connected Device US 10
Monthly Plan Rate	\$10
Included Data	Access to shareable Canada Data
US Data Roaming	\$0.20/MB
Included Feature	Managed IQ Service (refer to Section C for terms of service)
Terms and Conditions	No data included. Users can access shared data within the same BAN. Data can be accessed on-device or tethered. Data overage and roaming fees will apply. Not compatible with any add-ons offering preferred roaming rates in the U.S.
Hardware Subsidy	Non-subsidized: no subsidy provided on activation or renewal of hardware

4.3.6 Voice Feature

Name	ESChat PTT \$6.50
Monthly Plan Rate	\$6.50
Included Feature	Unlimited access for one user to ESChat PTT platform
Terms and Conditions	May be added to a voice, voice & data, or a data only plan See Section C for terms of service

4.3.7 Data Features

Name	Corporate Watch \$10 Access Plan
Monthly Plan Rate	\$10
Included Data	Access to shareable Canada data only
Terms and Conditions	Available as an add-on to compatible Rate Plans (for individual usage only, non-shareable). The Customer User can access the shareable minutes, shareable data and SMS included in the Customer User's Rate Plan. Voice usage, data usage and SMS not included in the Customer User's Rate Plan will be charged as per the applicable Rate Plan. May be subject to additional terms of use by Apple or TELUS. Customers on migrated MTS rate plans will not be able to activate an Apple Watch on this feature. Roaming is not available. May be combined with compatible Data Add-Ons. For clarity, no hardware subsidy is offered with this Add-On.

Name	Single Public Static IP \$10
Monthly Plan Rate	\$10
Terms and Conditions	Due to the nature of Public Static IP, Customer acknowledges that there is an increased risk for unauthorized access to the Customer Devices, which will result in charges for such access. Available as an Add-on to a Data Rate Plan only for individual users (non-shareable).

Name	Corp Adv Cdn Sh Data \$100 6GB
Monthly Plan Rate	\$100
Included Data	6 GB shareable Canada data
Terms and Conditions	Available as an Add-On to compatible Voice + Data, Tablet or Mobile High Speed rate plans only.

Name	Corporate Shared Data Add-On 15GB
Monthly Plan Rate	\$160
Included Data	15 GB shareable Canada data
Terms and Conditions	Available as an Add-On to compatible Voice + Data, Tablet or Mobile High Speed rate plans only.

Name	Corporate Shared Data Add-On 20GB
Monthly Plan Rate	\$200
Included Data	20 GB shareable Canada data
Terms and Conditions	Available as an Add-On to compatible Voice + Data, Tablet or Mobile High Speed rate plans only.

Name	Corporate Shared Data Add-On 50GB
Monthly Plan Rate	\$400
Included Data	50 GB shareable Canada data
Terms and Conditions	Available as an Add-On to compatible Voice + Data, Tablet or Mobile High Speed rate plans only.

4.3.8 U.S. Data Roaming Add-Ons

Name	Corp Adv US Sh D Rm \$250 2GB
Monthly Plan Rate	\$250
Included Data	2 GB shared U.S. Data
Terms and Conditions	Available as an add-on to compatible U.S. Voice + Data rate plans, MHS or Tablets. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred data roaming rates in the U.S. U.S. data sharing is applicable only to U.S. data and can only be shared with U.S. data.

Name	Corp Adv US Sh D Rm \$1000 10GB
Monthly Plan Rate	\$1000
Included Data	10 GB shared U.S. Data
Terms and Conditions	Available as an add-on to compatible U.S. Voice + Data rate plans, MHS or Tablets. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred data roaming rates in the U.S. U.S. data sharing is applicable only to U.S. data and can only be shared with U.S. data.

Name	US Roaming - Data Shared Bundle - 20GB - \$2000
Monthly Plan Rate	\$2000
Included Data	20 GB shared U.S. Data
Terms and Conditions	Available as an add-on to compatible U.S. Voice + Data rate plans, MHS or Tablets. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred data roaming rates in the U.S. U.S. data sharing is applicable only to U.S. data and can only be shared with U.S. data.

4.3.8.2 International Roaming Add-Ons

Name	Global International Roaming SMS Flex			
SMS/MMS Rate Details	Tier	Included SMS	Applicable Charges	Additional Usage
	Base	0	\$0	Auto move to tier 1
	1	250	\$7.50	\$7.50/250 SMS then \$0.50/SMS after 250,000 SMS
Terms and Conditions	<p>Available as an add-on feature only, to be added to a voice or data plan, for individual users.</p> <p>Outbound roaming SMS only. Unlimited incoming SMS are included.</p> <p>\$7.50 charge will apply as soon as the Customer User sends an outgoing SMS while roaming internationally. An additional \$7.50 charge will apply for each additional 250 SMS messages sent or part thereof up to 250,000 SMS.</p> <p>Additional pay per use charges will apply as described.</p> <p>Charges are not pro-rated.</p>			

Name	Major Economies International Roaming Flex			
Voice Rate Details	Tier	Included Minutes	Applicable Charges	Additional Usage
	Base	0	\$0	\$0.40/minute
Data Rate Details	Tier	Data Included	Applicable Charge	Additional Usage
	Base	0	\$0	Auto move to tier 1
	1*	300 MB	\$50*	Auto move to tier 2
	2	600 MB	\$90	Auto move to tier 3
	3	1 GB	\$150	\$150 + \$30/100 MB
Countries Included	<p>Aland Island, Albania, Andorra, Anguilla, Antigua & Barbuda, Armenia, Aruba, Australia, Austria, Azerbaijan, Bahamas, Barbados, Belarus, Belgium, Bermuda, Bosnia Herzegovina, British Virgin Islands, Bulgaria, Cayman Islands, China, Croatia, Cyprus, Czech Republic, Denmark, Dominica (Commonwealth Of), Dominican Republic, Estonia, Faroe Islands, Finland, France, France, French Guyana, French West Indies, Georgia, Germany, Gibraltar, Greece, Greenland, Grenada, Guadeloupe, Guernsey, Guyana, Haiti, Hong Kong, Hungary, Iceland, India, Ireland, Isle Of Man, Italy, Jamaica, Japan, Jersey, Korea, Republic Of, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macau, Macedonia, Malta, Mexico, Moldova, Montenegro, Montserrat, Netherlands, Netherlands Antilles, New Zealand, Norway, Poland, Portugal, Romania, Saba, San Marino, Serbia, Slovakia, Slovenia, Spain, Sri Lanka, St Kitts & Nevis, St Lucia, St Vincent And The Grenadines, St. Barthelemy, St. Eustatius, St. Maarten, St. Martin, Sweden, Switzerland, Taiwan, Trinidad And Tobago, Turkey, Turks & Caicos Islands, Ukraine, United Kingdom.</p>			
Terms and Conditions	<p>Available as an add-on feature only, to be added to a voice or data plan, for individual users.</p> <p>*\$50 charge will apply after the first data consumption within the above mentioned countries. Subscribed device will then have access to up to 300 MB (not shared) data during the remainder of the billing cycle. Additional charges will apply as the subscribed device reaches higher data tiers.</p> <p>Applies to use while in the countries specified above as included.</p> <p>Charges are not pro-rated.</p> <p>Cannot be combined with any TELUS rate plan, add-on, feature, passport or PPU option offering preferred voice or data roaming rates in these regions or countries.</p> <p>Unlimited incoming/received International text messaging (SMS) included. Customer User must be subscribed to Global SMS if Customer User wants to use outgoing text messages. Outgoing SMS is not included in the flex pass and needs to be added in addition to the flex pass.</p> <p>Data is charged by the MB and rounded to the closest 20 KB.</p> <p>The countries Included may be subject to change at any time without notice.</p>			

Name	International Roaming Flex - Rest of World A			
Voice Rate Details	Tier	Included Minutes	Applicable Charges	Additional Usage
	Base	0	\$0	\$0.65/minute
Data Rate Details	Tier	Data Included	Applicable Charge	Additional Usage
	Base	0	\$0	Auto move to tier 1
	1*	50 MB	\$50*	Auto move to tier 2
	2	100 MB	\$90	Auto move to tier 3
	3	200 MB	\$160	Auto move to tier 4
4	400 MB	\$240	\$240 + \$40/50 MB	
Countries Included	Afghanistan, Argentina, Bahrain, Bangladesh, Belize, Bhutan, Bolivia, Brazil, Cambodia, Chile, Colombia, Cook Islands, Costa Rica, Ecuador, Egypt, El Salvador, Falkland Islands, Fiji, French Polynesia, Guatemala, Honduras, Indonesia, Iraq, Israel, Jordan, Kazakhstan, Kuwait, Kyrgyzstan, Laos, Lebanon, Malaysia, Maldives, Nepal, New Caledonia, Nicaragua, Pakistan, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Qatar, Saudi Arabia, Singapore, South Africa, Tajikistan, Thailand, Tonga, Turkmenistan, United Arab Emirates, Uruguay, Uzbekistan, Vanuatu, Venezuela, Vietnam, Yemen.			
Terms and Conditions	<p>Available as an add-on feature only, to be added to a voice or data plan, for individual users.</p> <p>*\$50 charge will apply after the first data consumption within the above mentioned countries.</p> <p>Subscribed device will then have access to up to 50 MB (not shared) data during the remainder of the billing cycle. Additional charges will apply as the subscribed device reaches higher data tiers.</p> <p>Applies to use while in the countries specified above as included.</p> <p>Charges are not pro-rated.</p> <p>Cannot be combined with any TELUS rate plan, add-on, feature, passport or PPU option offering preferred voice or data roaming rates in these regions or countries.</p> <p>Unlimited incoming/received International text messaging (SMS) included. Customer User must be subscribed to Global SMS if Customer User wants to use outgoing text messages. Outgoing SMS is not included in the flex pass and needs to be added in addition to the flex pass.</p> <p>Data is charged by the MB and rounded to the closest 20 KB.</p> <p>The countries Included may be subject to change at any time without notice.</p>			

Name	International Roaming Flex - Rest of World B			
Voice Rate Details	Tier	Included Minutes	Applicable Charges	Additional Usage
	Base	0	\$0	\$2/minute
Data Rate Details	Tier	Data Included	Applicable Charge	Additional Usage
	Base	0	\$0	Auto move to tier 1
	1*	25 MB	\$75*	Auto move to tier 2
	2	50 MB	\$145	Auto move to tier 3
	3	100 MB	\$280	Auto move to tier 4
4	200 MB	\$500	\$500 + \$50/25 MB	
Countries Included	Algeria, Angola, Benin, Botswana, Brunei Darussalam, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo, Congo, Democratic Republic Of, Cote d'Ivoire, Cuba, Djibouti (Republic Of), Equatorial Guinea, Ethiopia, Gabon, Gambia, Ghana, Guinea, Kenya, Lesotho, Liberia, Libya, Madagascar, Malawi, Mali, Mauritania, Mauritius, Micronesia (Federated States Of), Mongolia, Morocco, Mozambique, Namibia, Niger, Nigeria, Oman, Sultanate Of, Palau, Reunion (La), Rwanda, Republic Of, Samoa, Sao Tome And Principe, Senegal, Seychelles, Sierra Leone, Solomon Islands, St Pierre Et Miquelon, Sudan, Suriname, Swaziland, Tanzania, Timor L'Este, Togo, Tunisia, Uganda, Zambia, Zimbabwe.			
Terms and Conditions	<p>Available as an add-on feature only, to be added to a voice or data plan, for individual users.</p> <p>*\$75 charge will apply after the first data consumption within the above mentioned countries.</p> <p>Subscribed device will then have access to up to 25 MB (not shared) data during the remainder of the billing cycle. Additional charges will apply as the subscribed device reaches higher data tiers.</p> <p>Applies to use while in the countries specified above as included.</p> <p>Charges are not pro-rated.</p> <p>Cannot be combined with any TELUS rate plan, add-on, feature, passport or PPU option offering preferred voice or data roaming rates in these regions or countries.</p> <p>Unlimited incoming/received International text messaging (SMS) included. Customer User must be subscribed to Global SMS if Customer User wants to use outgoing text messages. Outgoing SMS is not included in the flex pass and needs to be added in addition to the flex pass.</p> <p>Data is charged by the MB and rounded to the closest 20 KB.</p> <p>The countries Included may be subject to change at any time without notice.</p>			



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Annual Report – Missing Persons - January 1 to December 31, 2024

Report To: Chair and Members, Niagara Police Service Board

Report Date: 2025-01-20

Recommendation(s)

That the Niagara Police Service Board (Board) receive this report for information.

Key Facts

- The purpose of this report is to advise the Board that the Niagara Regional Police Service (Service) is in compliance with Board By-Law 485-2024 - Missing Persons.
- In accordance with By-Law 485-2024 - Missing Persons, the Service is required to report annually on its use of urgent demands for records and make the findings publicly available on the Service's website by June 1 of each year.
- This report provides information to the Board for review and consideration of information relating to the Service's response to Missing Persons.

Financial Considerations

There are no financial implications relating to the recommendations contained within this report.

Analysis

In accordance with By-Law 485-2024, the Chief shall make a written report to the Board on or before April 1 of each year with respect to Missing Persons. The report shall include:

- a) A summary of the written procedures concerning investigations into missing persons and ground searches for lost or missing persons;
- b) The status of Service compliance with said procedures;

- c) Under Section 8 of the Missing Persons Act, 2018, the Service is to report annually on the use of urgent demands for records by members of the Service, this includes:
 - (i) The total number of urgent demands made that year and the number of missing persons investigations to which they related; and,
 - (ii) A description of the types of records specified in the urgent demands for records made in that year; and
 - (iii) The total number of times that different types of records listed in subsection 4(2) of the Missing Persons Act were specified in the urgent demands made in that year; and if applicable, a description of any types of records not listed in subsection 4(2) of the Missing Persons Act;
- d) The Annual Report must be provided to the Board by April 1 in a format approved by the Minister and made available to the public on the Police Service website by June 1 of the year it is received;
- e) A copy of the Annual Report must be filed with the Ministry including the lead contact information of the Service.

The following is a detailed response to each of the above-noted requirements:

- a) *“...a summary of the written procedures concerning investigations into missing persons and ground searches for lost or missing persons...”*

General Order (GO) 076.13 Missing Persons outlines the procedures to be followed when members are called upon to investigate missing persons while GO 177.07 – Ground Search outlines the procedures to be followed when the circumstances necessitate a ground search. GO 076.13 dictates Service policy in accordance with the requirements of the Adequacy and Effective Policing Regulations 392/23 Missing Persons.

The GO breaks down the responsibilities for conducting a missing person investigation, specifically for:

- The Initial Responding Officer
- The Patrol Supervisor
- District Detective
- Detective Sergeant
- Officer in Charge
- Duty Inspector or District Commander
- Missing Person Coordinator
- Investigative Support Services Inspector
- Records Unit Manager
- Communications Unit Supervisor, and
- Media Relations Unit

The GO mandates the use of a specifically formulated Missing Person Search Urgency Assessment Form that provides members with guidance in determining an appropriate search response in each case. The Assessment Form has been incorporated into the

Service's Records Management System as an electronic template and its use for special circumstances involving missing persons with consideration to the following:

- Age
- Medical condition
- Number of subjects
- Weather profile
- Equipment profile
- Subject experience profile
- Terrain and hazards

The GO provides clear instruction to direct and guide the initial investigation, the continuation, conclusion, and the notification of complainants, family members, and other agencies. It also addresses the procedures for multi-jurisdictional missing persons, as well as the preparation and distribution of the Missing Person Bulletin or Unidentified Vulnerable Person Bulletin.

Service GO 177.07 Ground Search outlines Service policy in accordance with the requirements of the Adequacy and Effective Policing Regulation 392/23 Ground Search for Lost or Missing Persons. The GO is used in conjunction with GO 076.13 Missing Persons by providing guidelines for expanding a search when the Missing Person Search Urgency Assessment Form has indicated to do so. GO 177.07 outlines:

- Command Structure
- Communications
- Definitions and uses for the following:
 - Command Post
 - Team Leaders
 - Hasty Teams
 - Urban Search Teams
 - Search Overhead Teams
 - Staging Areas
 - Duties of all involved members including:
 - Uniform Patrol Officers
 - Patrol Supervisor
 - Search Manager
 - Search Incident Commander
 - Communications Unit
 - District Detective Office

The GO recognizes that ground search incidents require specific training and skills to manage the required resources effectively as well as the participation and cooperation through partnerships with other emergency service providers and trained volunteer groups. It stipulates the extent of duties and responsibilities of agencies, organizations, and groups who provide mutual aid to the Service during a ground search. Responsibility for the coordination and training between Search Managers and assisting agencies, such as Search and Rescue Niagara (SARN) rests with the Inspector in charge of Emergency Services. The Service recognizes its responsibility to the

community to have in place a suitable response to missing person situations as outlined in Section 29 of the Adequacy and Effective Policing Regulations. SARN is a community-based, non-profit, volunteer organization committed to assisting with lost or missing person incidents.

The Service has entered into a Memorandum of Understanding (MOU) with SARN, which details the responsibilities of SARN and the Service as they pertain to the reporting, response, investigation, training, and command of volunteer members during local searches for missing persons.

Service GO 173.10 Parental and Non-Parental Abductions provides specific guidelines to officers when an Amber Alert activation should be considered in missing children investigations.

Service GO 202.06 Major Case Management (MCM) addresses the requirement to use the procedures set out in the Ministry's designated Ontario MCM Manual where there is a strong possibility of foul play in relation to a missing persons investigation.

b) *"...the status of Service compliance with said procedures..."*

In 2021, the Service implemented a new Detective Constable position, the Missing Persons Coordinator (MPC) to oversee, coordinate, and provide investigative support to all outstanding missing person investigations. The MPC provides the Service with a centralized, continuous point of contact for victims' families and other police services ensuring the timely sharing of information. In addition to the centralized point of contact and coordination, the MPC allows the Service to better monitor outstanding missing person cases and accurately report the investigative steps taken to locate persons in accordance with the requirements of the Missing Persons Act.

GO 076.13 Missing Persons was developed in order to comply with the Adequacy and Effective Policing Regulations on Missing Persons, Ground Search for Lost or Missing Persons, and Board By-Law 485-2024 Missing Persons. This GO provides clear and strict roles and guidelines for officers, as well as supervisors, who are responsible for the investigation of missing persons.

GO 076.13 Missing Persons, GO 177.07 Ground Search, and GO 202.06 MCM are comprehensive policies related to missing persons investigations, and in conjunction with the MOU with SARN, are in full compliance with Board By-Laws and Adequacy and Effective Policing Regulations Guidelines, as well as provisions within the Missing Persons Act, 2018.

- c) *"...Under section 8 of the Missing Persons Act, 2018 the Service is to report annually on the use of urgent demands for records by members of the Service, this includes:*
- (i) The total number of urgent demands made that year and the number of missing persons investigations to which they related; and,*
 - (ii) A description of the types of records specified in the urgent demands for records made in that year; and*

-
- (iii) *The total number of times that different types of records listed in subsection 4(2) of the Missing Persons Act were specified in the urgent demands made in that year; and if applicable, a description of any types of records not listed in subsection 4(2) of the Missing Persons Act...*

The Missing Persons Act, 2018 assists police services when responding to missing person occurrences, by providing them with:

- the ability to obtain a court order for a person or entity to produce records that would assist in locating a missing person;
- the ability to obtain a search warrant to allow entry into a premises to locate a missing person; and
- the ability to make an urgent demand for records without judicial authorization.

Under Section 8 of the Act, police services are required to report annually on the use of urgent demands for records without judicial authorization by members of the Service. The Act specifies that this annual reporting must be prepared by the Chief of Police, and a copy provided to the Board by April 1, in a format approved by the Minister.

According to Section 5(1) of the Act, an officer may make an urgent demand in writing to a person, requiring them to produce copies of records, if the officer is satisfied that there are reasonable grounds that:

- a) The records are in the custody or under the control of the person;
- b) The records will assist in locating the missing person; and
- c) In the time required to obtain an order in accordance with Section 4,
 - i. The missing person may be seriously harmed, or
 - ii. The records may be destroyed.
- d) *“...the Annual Report must be provided to the Board by April 1 in a format approved by the Minister and made available to the public on the Police Service website by June 1 of the year it is received...”*

Between the dates of January 1, 2024, to December 31, 2024, the Service responded to a total of 2293 missing person calls for service. There were 141 urgent demands made that involved the search of the individual's financial records, cellphone data, OHIP/medical information, employment personnel files, travel and transportation history, and social media data, which provided assistance to locate the individual. This information is outlined in the attached Appendix 1.

- e) *“...a copy of the Annual Report must be filed with the Ministry including the lead contact information of the Service...”*

The Missing Persons Act specifies that the Board receive the report and make the report available to the public by posting it on its website by June 1 of the year the report is received. The Board is also to provide a copy to the Ministry of the Solicitor General, including the contact information of the Chief of Police.

Alternatives Reviewed

Not applicable.

Relationship to Police Service/Board Strategic Priorities

To comply with the provisions of Board By-Laws and to maintain compliance with Adequacy and Effective Policing.

Relevant Policy Considerations

Board By-Law 485-2024 Missing Persons
GO 076.13 Missing Persons
GO 173.10 Parental and Non-Parental Abductions
GO 177.07 Ground Search
GO 202.06 Major Case Management
MOU between the Niagara Regional Police Service and Search and Rescue Niagara (SARN)
The Missing Persons Act, 2018 (Ontario Regulation 182/19)
Adequacy and Effective Policing Regulation (Ontario Regulation 392/23)

Other Pertinent Reports

9.1 – 2024.02.22 - Annual Report – Missing Persons – January 1 to December 31, 2023.

This report was prepared by Sara Mummery, Detective Constable, Missing Person and Unidentified Remains Coordinator, in consultation with Andrew Knevel, Staff Sergeant, Major Crime, and reviewed by Mike Tripp, Inspector, Major Crime. Reviewed by David Masotti, Superintendent, Investigative Services, and recommended by Mario Lagrotteria, Acting Deputy Chief, Community Services.



Submitted by:

Luigi Greco #9366
Acting Chief of Police

Appendices

Appendix 1 Missing Persons Act – Form 7: Annual Report



Annual Report Template

Form 7

Missing Person Act, 2018

In accordance with O.Reg.182/19 under the *Missing Persons Act, 2018* the contents included in this report must be prepared by April 1 of each year, and made publicly available by June 1 of each year.

Data Collection

Period of data collection

Start Date (yyyy/mm/dd) 2024/01/01	End Date (yyyy/mm/dd) 2024/12/31
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Name of Police Force
Niagara Regional Police Service

Detachment Location (if applicable)

Unit Number	Street Number 5700	Street Name Valley Way	PO Box
City/Town Niagara Falls	Province Ontario	Postal Code L2E 1X8	
Total Number of Urgent Demands made 141	Number of Missing Persons Investigations in which a demand was made 82		

Types of records specified in the urgent demands and total number of times that each type of record was included in the urgent demands

Records	Description	Total number of times demanded
Records containing contact information or other identifying information	Ontario Works/ODSP - contact information, direct deposit details and next of kin contact	1
Photos, videos, or other records containing visual representation	Social media accounts associated to MP, posts, subscriber data, IP logs, GPS data	11
Records of telecommunications or records that contain other electronic communications information, including information about signals related to a person's location	Incoming outgoing calls/SMS, tower locations, date and times, voicemails, azimuth, beam, radius data, payment details, subscriber information	43
Records of employment information	Employee benefits - claim submissions	2
Records of personal health information within the meaning of the <i>Personal Health Information Protection Act, 2004</i>	Confirmation the MP was/is in a hospital in Ontario. Health Card Validation and Claim History Data/Dental records and charting	8
Records related to services received from a service provider as defined in subsection 2(1) of the <i>Child, Youth and Family Services Act, 2017</i>		
Records that related to a student of an educational institution	University/College enrollment, contact and next of kin information, transcripts	2
Records containing travel and accommodation information	CATSA - air travel Shelters	3

Records	Description	Total number of times demanded
Records of financial information	Banking records, transactions, time, date and location	56
Other records	Delivery Services (Door Dash, Instacart, Uber) Spotify, Commercial stores (transaction information/video surveillance) Internet Providers - IP Addresses associated Apple/Google	15



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Special Fund Quarterly Activity Report for the Period of October 1, 2024, to December 31, 2024

Report To: Chair and Members, Niagara Police Service Board

Report Date: 2025-01-30

Recommendation(s)

That the Niagara Police Service Board (Board) waive section 8.1 of By-Law 403-2024 and further that the Board transfer \$77,920.90 to the Niagara Regional Police Foundation.

Key Facts

- The purpose of this report is to provide the Board with a detailed listing of quarterly activity in the special fund, as well as a bank reconciliation in accordance with the Administration, Limitations, and Guidelines of the Special Fund By-Law 403-2024.
- The report contains any reward(s) offered/paid, revenue, disbursements, and provides the balance and unrestricted balance available to the Board.
- This report summarizes the balances and details the activities of the Niagara Regional Police Service (Service) Special Funds Accounts for the period of October 1, 2024 to December 31, 2024.
- The Special Operating Account has exceeded the \$90,000.00 limit by an excess of \$77,920.90. As per the By-Law, any amounts in excess are transferred to the general revenue account of the Service.
- A recommendation to waive section 8.1 of By-Law 403-2024 and to donate the excess funds to the Niagara Regional Police Foundation.

Financial Considerations

The Board has a discretionary pool of funds, which it uses for grants and donations. Disbursements from the fund are in accordance with guidelines provided in the Community Safety and Policing Act (CSPA), and also with Board By-Law 403-2024, Administration, Limitations and Guidelines of the Special Fund. Section 258(2) of the CSPA establishes that the Board has the sole authority for spending the proceeds from the sale of property, which lawfully comes into the possession of the police service. The Act stipulates that "the Chief of Police may cause the property to be sold, and the Board may use the proceeds for any purpose that it considers in the public interest, including

charitable donations." These funds do not form part of the police operating budget and are separate from the Regional tax base.

In accordance with By-Law 403-2024 section 8.1 *Special Operating Account: The Chief shall ensure that the balance not exceed \$90,000.00 and that any amount exceeding the limit be paid over to the General Revenue Account of the Service.* The Special Operating Account has exceeded the \$90,000.00 limit during the quarter. As of December 31, 2024, the balance of the Special Operating Account is \$167,920.90. After the approval of this report by the Board, the excess amount of \$77,920.90 will be transferred to the Niagara Regional Police Foundation Program.

Analysis

The balances of the Police Special Funds as of December 31, 2024, and detailed in Appendix 1 are as follows:

- Special Fund – Special Operating Account #125-255-0 – \$167,920.90
- Special Fund – General Operating Account (Informant) #103-543-5 – \$55,642.24
- Total Special Funds – Special and General (Informant) Accounts – \$223,563.14

The summary of activities for the period ended December 31, 2024, is provided in Appendix 2. Informant payments during the period totalled \$11,875.00, made up of 26 payments ranging from \$125.00 - \$1,250.00, with a median of \$400.00.

Alternatives Reviewed

Not applicable.

Relationship to Police Service/Board Strategic Priorities

To ensure compliance with the Administration, Limitations and Guidelines of the Special Fund By-Law 403-2024.

Relevant Policy Considerations

Sections 132 and 133 of the CSPA govern the disposition of personal property that comes into the possession of the police service and where the Board may use the proceeds for any purpose that it considers in the public interest.

Other Pertinent Reports

8.3 - 2024.11.28 - Special Fund Quarterly Activity Report for the period of July 1 to September 30, 2024

8.10 - 2024.09.26 - Special Fund Quarterly Activity Report for the period of April 1 to June 30, 2024

8.5 - 2024.05.23 - Special Fund Quarterly Activity Report for the period of January 1 to March 31, 2024

*This report was prepared by Anthony Gallo, Acting Finance Manager, Finance Unit;
reviewed by Laura Rullo, Director Finance & Asset Management, Finance Unit.
Recommended by Luigi Greco, Deputy Chief, Support Services.*



Submitted by:

Luigi Greco #9366
Acting Chief of Police

Appendices

Appendix 1 Reconciliation of Balance of Special Funds
Appendix 2 Summary of Special Funds Activity

**Appendix 1
Niagara Regional Police Service
Reconciliation of Balance of Special Funds as at:**

December 31, 2024

	Special Operating Account #125-255-0	General Operating Account #103-543-5	Total Special Funds
Balance per Bank Statement	\$ 181,920.90	\$ 55,642.24	\$ 237,563.14
<u>Outstanding Cheques:</u>			
<u>Description</u>	<u>Doc. #</u>		
NRPS Holiday Hero Campaign	1046	\$5,000.00	\$ 5,000.00
NRPS Men's Elite Hockey Team	1045	\$1,500.00	\$ 1,500.00
NRPS Shopping with Cops	1044	\$4,000.00	\$ 4,000.00
Association of Black Law Enforcers	1037	\$1,500.00	\$ 1,500.00
Canadian Association of Police Governance	1034	\$1,000.00	\$ 1,000.00
The Heather Winterstein Foundation	1018	\$1,000.00	\$ 1,000.00
Total Outstanding Cheques		\$14,000.00	\$0.00
			\$14,000.00
Available Bank Balance	\$ 167,920.90	\$ 55,642.24	\$ 223,563.14
Deposits not Recorded			
Bank Charges not Recorded			
Niagara Regional Police Service	167,920.90	55,642.24	223,563.14

Appendix 2: Niagara Regional Police Service: Summary of Special Funds Activity

Special Fund - Special Operating			Activity Period		Account Number
			10/01/2024 - 12/31/2024		125-255-0
Date	Description	Ref.	Withdrawals	Deposits	Balance
1/Oct/24	Previous Balance				\$ 208,217.86
7/Oct/24	Activity Fee		0.18		208,217.68
15/Oct/24	Serving with Pride Gala	1028	1,600.00		206,617.68
17/Oct/24	Police Auctions Canada	26373		4,053.57	210,671.25
23/Oct/24	United Way Niagara Campaign Kick Off	1031	3,000.00		207,671.25
4/Nov/24	Heartland Forest Pumpkin-Fest	1029	1,000.00		206,671.25
5/Nov/24	Grant Thornton LLP 2023 Special Fund Audit	1033	4,689.50		201,981.75
6/Nov/24	Activity Fee		0.53		201,981.22
19/Nov/24	Penner Home Hardware Braveheart Gala	1032	2,000.00		199,981.22
20/Nov/24	NRPS Citizen Police Academy	1042	5,000.00		194,981.22
20/Nov/24	NRPS Auto Theft Campaign Faraday Bags	1043	5,000.00		189,981.22
26/Nov/24	NRPS Pipes and Drums Band	1041	5,000.00		184,981.22
27/Nov/24	Stale Dated Canadian Association of Police Governance	1005		1,000.00	185,981.22
29/Nov/24	Ghanaian-Canadian Law Enforcement Officers' Dinner	1039	500.00		185,481.22
29/Nov/24	South Asians in Policing Gala Dinner	1038	560.00		184,921.22
5/Dec/24	Activity Fee		0.32		184,920.90
11/Dec/24	Sick Kids Foundation NRPS Jiu-Jitsu Team	1036	2,000.00		182,920.90
17/Dec/24	Out of the Cold Program - Knox Presbyterian Church	1040	2,000.00		180,920.90
31/Dec/24	Canadian Association of Police Governance	1034	1,000.00		179,920.90
31/Dec/24	Association of Black Law Enforcers	1037	1,500.00		178,420.90
31/Dec/24	NRPS Shopping with Cops	1044	4,000.00		174,420.90
31/Dec/24	NRPS Men's Elite Hockey Team	1045	1,500.00		172,920.90
31/Dec/24	NRPS Holiday Hero Campaign	1046	5,000.00		167,920.90
	Totals		45,350.53	5,053.57	
31/Dec/24	Closing Balance - General Fund				\$ 167,920.90

Special Fund - General Operating (Informant)			Activity Period		Account Number
			10/01/2024 - 12/31/2024		103-543-5
Date	Description	Ref.	Withdrawals	Deposits	Balance
1/Oct/24	Previous Balance				\$51,921.38
7/Oct/24	Activity Fee		0.68		\$51,920.70
17/Oct/24	Informant - Return of Funds			200.00	\$52,120.70
24/Oct/24	Informant - Return of Funds			400.00	\$52,520.70
24/Oct/24	Deposit			5,000.00	\$57,520.70
6/Nov/24	Activity Fee		2.95		\$57,517.75
14/Nov/24	Deposit			5,000.00	\$62,517.75
5/Dec/24	Activity Fee		0.51		\$62,517.24
10/Dec/24	Deposit			5,000.00	\$67,517.24
31/Dec/24	Informants		11,875.00		\$55,642.24
	Totals		11,879.14	15,600.00	
31/Dec/24	Closing Balance - Informant Fund				\$55,642.24

31/Dec/24	Total Special Funds Closing Balance				\$223,563.14
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Recommendation:

That the Board authorize a donation in the amount of \$1,000.00 from the Special Fund to the Ontario Association of Police Service Boards (OAPSB) in support of its 2025 Annual General Meeting and Spring Conference.



Deb Reid
Executive Director

Encl.



OAPSB Members - Seeking Your Support!

The Ontario Association of Police Service Boards' 2025 Spring Conference and AGM is being held in person at the Best Western Plus Lamplighter Inn & Conference Centre in London on June 3-5, 2025.

Each year we rely on participation and sponsorship. We ask that your board or zone to consider sponsoring the conference.

Added benefits: Funding received for OAPSB events is used to:

- Minimize costs to members to attend the seminar
- Offset the expenses related to delivering the virtual event and training
- Purchase of virtual technology
- Support the marketing and outreach required to inform and communicate with members
- Provide your organization recognition on our website, eblasts and at the virtual event.
- Deliver upgrades to our education & training to membership

Please contact Holly Doty at oapsb@oapsb.ca or 1-800-831-7727 to take advantage of one or more of these unique sponsorship opportunities listed below.

Respectfully,

Patrick Weaver
OAPSB Chair



2025 Spring Conference & Annual General Meeting Member Sponsorship Opportunities

Platinum - \$5,000 +

- Premium Exposure on as Platinum Sponsor
- Recognition on the OAPSB website
- Logo recognition on digital presentations at conference
- Logo recognition on one feature event (i.e. Welcome / reception)

Gold - \$3,000 +

- Recognition as Gold Sponsor
- Recognition on the OAPSB website
- Logo recognition on digital presentations at conference
- Logo recognition on one feature event (i.e., virtual breaks)

Silver - \$1,000 +

- Recognition as Silver Sponsor
- Recognition on the OAPSB website

Bronze – Up to \$999

- Recognition as Bronze Sponsor
- Recognition on the OAPSB website



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Special Fund Request – Socks for Change Program.
Report To: Chair and Members, Niagara Police Service Board
Report Date: 2025-01-30

Recommendation(s)

That the Niagara Police Service Board (Board) approve a Special Fund request of \$1,500.00 for the Socks for Change program to assist with offsetting costs attributed to running this charitable organization.

Key Facts

- The purpose of this report is to seek the Board's approval for a \$1,500.00 Special Fund donation for the Socks for Change program to assist with offsetting costs attributed to manufacturing or purchasing woolen socks and winter accessories.
- Socks for Change is a charitable program providing warm woolen socks, gloves, toques, and other winter accessories to the homeless and disadvantaged throughout the winter season.
- The program has many community partners including Community Care of St. Catharines, the Out of the Cold Program, Project Share, the Hope Centre, Port Cares, and Start Me Up Niagara.
- The Niagara Regional Police Service (NRPS) has supported Socks for Change since 2018.

Financial Considerations

The Board has a discretionary pool of funds, which it uses for grants and donations. Disbursements from the fund are in accordance with guidelines provided in the Community Safety and Policing Act (CSPA), and also with Board By-law 403-2024, Special Fund Administration, Limitations and Guidelines. Section 258 (2) of the CSPA establishes that the Niagara Police Service Board has the sole authority for spending the proceeds from the sale of property which lawfully comes into the possession of the police service. The Act stipulates that "the Chief of Police may cause the property to be sold, and the Board may use the proceeds for any purpose that it considers in the public interest, including charitable donations." These funds do not form part of the police operating budget and are separate from the Regional tax base.

The request for \$1,500.00 will serve to offset the costs of manufacturing or purchasing socks, gloves, toques, or other winter accessories to be distributed to the homeless and disadvantaged in our Region. This request falls within the guidelines of the Board By-Law 403-2024.

If this request is approved by the Board, the cheque can be made payable to “Socks for Change”.

Analysis

Started in 2017, Socks for Change is a charitable program providing warm woolen socks and winter accessories to people in need throughout the winter season. The Socks for Change program partners with many community agencies including Community Care of St. Catharines, the Out of the Cold Program, Project Share, the Hope Centre, Port Cares, and Start Me Up Niagara, to just name a few.

Since its inception, the Socks for Change charitable organization has been able to donate over 250,000 woolen socks, toques, gloves, and neck tubes to various community-minded organizations for distribution to those most in need. Socks for Change delivered woolen socks and winter accessories to more than 60 shelters and charitable organizations in Niagara, more than 100 schools, and to Niagara EMS. Importantly, the Socks for Change Program recognized the engagement the NRPS has with the homeless and the vulnerable in our community, and since the 2018/2019 winter season, the Service has received thousands of pairs of socks and winter accessories to be redistributed to those in Niagara who require these items most.

The socks and accessories are received by the Service’s Quartermaster Stores Unit and distributed to all Districts Supply Clerks for placement in Service vehicles, and the eventual distribution to those in need by members of the Service. The socks and accessories are also supplied to the Prisoner Management Unit to supply to those in need.

In 2018, the Board approved a \$1,000.00 donation to Socks for Change. In 2019, 2020, 2022, and 2023 the Board approved \$1,500.00 donations to the Socks for Change program.

Alternatives Reviewed

To not support this request.

Relationship to Police Service/Board Strategic Priorities

Supporting the Socks for Change Program directly aligns with the objectives to enhance supports for vulnerable persons, directly related to the 2022-2025 Strategic Plan Goal 2: Community Engagement and Collaboration - Objective 1.0 To strengthen relationships and build trust with our community.

Relevant Policy Considerations

By-Law 403-2024 – A By-Law Respecting the Administration, Limitations and Guidelines of the Special Fund.

Other Pertinent Reports

9.2 – 2023.12.14 - Special Fund Request – Socks for Change Program.

9.5 – 2022.12.15 - Special Fund Request – Socks for Change Program.

8.1 – 2020.12.10 - Special Fund Request – Socks for Change Program.

This report was prepared by Nilan Davé, Executive Officer to the Chief, and reviewed by Bill Fordy, Chief of Police.



Submitted by:
Luigi Greco #9366
Acting Chief of Police

Appendices

Not applicable.



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Special Fund Request – The Greater Niagara Chamber of Commerce Women in Niagara International Women’s Day Event March 7, 2025

Report To: Chair and Members, Niagara Police Services Board

Report Date: 2025-02-14

Recommendation(s)

That the Niagara Police Service Board approve a Special Fund request to purchase a table to allow 10 members to attend the Greater Niagara Chamber of Commerce (GNCC) Women in Niagara (WIN) International Women’s Day event on March 7, 2024, at a cost of \$903.89.

Key Facts

- The purpose of this report is to seek the Board’s approval for a special fund request to purchase a table at the GNCC International Women’s Day event for a total of \$903.89.
- The GNCC WIN Council aims to identify issues relevant to women in Niagara and provides strategic guidance to address these challenges and opportunities while fostering the growth and concerns of women in business in Niagara. The event highlights, showcases and recognizes accomplished female leaders in Niagara.
- Attendance at this event provides an opportunity for members of the Service to not only support females, but also better recognize the specific needs of those communities.

Financial Considerations

The Board has a discretionary pool of funds, which it uses for grants and donations. Disbursements from the fund are in accordance with guidelines provided in the Community Safety and Policing Act (CSPA), and also with Board By-law 403-2024, Special Fund Administration, Limitations and Guidelines. Section 258 (2) of the CSPA establishes that the Niagara Police Service Board has the sole authority for spending the proceeds from the sale of property which lawfully comes into the possession of the police service. The Act stipulates that "the Chief of Police may cause the property to be sold, and the Board may use the proceeds for any purpose that it considers in the public interest, including charitable donations." These funds do not form part of the police operating budget and are separate from the Regional tax base. If the request is approved by the Board, the cheque can be made payable to the Service as tickets will be purchased on-line utilizing a Service issued credit card.

Analysis

The NRPS has been consistent in its efforts to build positive relationships with all diverse communities within the Niagara Region. Participation in this initiative demonstrates the Service's unwavering commitment to this endeavor. In 2024, the Niagara Regional Police Service Board approved funds for this event.

Alternatives Reviewed

To not support this request.

Relationship to Police Service/Board Strategic Priorities

This is a community engagement event that allows members of the Niagara Regional Police Service to show support in our community. This is related to the 2022-2025 Strategic Plan Goal 2: Community Engagement and Collaboration - Objective 1.0 To strengthen relationships and build trust with our community. This enhances the image of the Service and its members showing support through collaboration and engagement with community partners who represent equity deserving groups.

Relevant Policy Considerations

Board By-law 403-2024, Special Fund Administration, Limitations and Guidelines.

Other Pertinent Reports

Special Fund Request Item 9.6 -02.22.24

This report was prepared by Nilan Davé, Executive Officer to the Chief, in consultation with Sarah Rose, Inspector, Co-Chair of the Women in Policing Internal Support Network, reviewed by Sandy Staniforth, Acting Deputy Chief, Support Services, and reviewed by Luigi Greco, Acting Chief.

Submitted by:



Luigi Greco #9633
Acting Chief of Police

Appendices

None.



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Special Fund Request for Telecommunicator Week
Report To: Chair and Members, Niagara Police Services Board
Report Date: 2025-01-12

Recommendation(s)

That the Niagara Police Service Board (Board) approves a special fund request of \$2,000.00 for the Niagara Regional Police Service (NRPS) Communications Unit to recognize its members during the internationally celebrated Telecommunicator Week April 13-19, 2025 to assist with costs associated to prizes, awards, and dinner.

Key Facts

- The purpose of this report is to seek the Board's approval for a \$2,000.00 Special Fund donation for the NRPS Communications Unit to assist with recognizing their members.
- Members of the Communications Unit will be recognized for the hard and stressful work they do. Each day a different member of the unit will be highlighted on the NRPS social media avenues to engage and educate the public in exactly what it takes to be a Communicator. This public exposure will hopefully engage the public and enhance the image of the NRPS and the Communications Unit.
- Telecommunicator week will be celebrated internationally April 13-19.

Financial Considerations

The Board has a discretionary pool of funds, which it uses for grants and donations. Disbursements from the fund are in accordance with guidelines provided in the Community Safety and Policing Act (CSPA), 2019, and with Board By-law 403-2024, Special Fund Administration, Limitations and Guidelines. Section 258 (2) of the CSPA establishes that the Niagara Police Service Board has the sole authority for spending the proceeds from the sale of property which lawfully comes into the possession of the police service. The Act stipulates that "the Chief of Police may cause the property to be sold, and the Board may use the proceeds for any purpose that it considers in the public interest, including charitable donations." These funds do not form part of the police operating budget and are separate from the Regional tax base.

If this request is approved by the Board, the cheque can be made payable to the Niagara Regional Police Service.

Analysis

Telecommunicators week was established in 1981 as a way to recognize the hard work done by 9-1-1 Operators who are often heard but never seen. Each year, the second full week of April is dedicated to the men and women who serve as public safety telecommunicators. This week is an opportunity for the public and the service alike to understand the extent and magnitude of the work done by the members of the Communications Unit answering the public's call for help every day.

The Communications Unit is comprised of 62 full time members and 12 temporary members. Each year our Communications Unit answers over 450,000 calls for help from members of the public. In 2024 our Communications Unit answered 197,133 emergency 911 calls, 283,095 nonemergency calls and entered 145,694 calls for police response. The NRPS Communications Unit is one of very few Communications Units in Ontario that are currently meeting the call answering standard set by the National Emergency Number Association (NENA the governing body for 911 standards in the industry). That standard is to answer 90% of all 911 calls within 15 seconds, not only do we meet this standard, but we exceed it, which is impressive to say the least.

Most times the media highlights the efforts or positive stories of the Police Officers responding to the emergency calls, but rarely does that include the efforts of the 911 Operators who took the initial call. 911 Operators are the first, first responders. We often de-escalate situations and console callers prior to Police Officers arriving on scene. Communicators are often affected emotionally and mentally by the trauma they take in every day. The uniqueness of the job does not always allow the Communicator closure to many of these calls, never fully knowing the outcome which can take a toll on the 911 Operator. The purpose of this incentive is to recognize and reward the sacrifice and dedication of these members, who choose to answer the public's call for help every day. Through highlighting members on social media the intention is to increase public awareness and appreciation for the people they are talking to on what is possibly the worst day of their lives. The hope is to also boost the morale of the unit with the recognition and prizes awarded.

Historically, any prizes or awards have been funded through the generosity of the supervisors/managers of the Unit. Although, their kindness is appreciated, they are also telecommunicators who have spent many years of their lives dedicated to the profession. We are asking for your consideration in this one-time donation, to allow us to celebrate our staff this year and allow us the time to put together a more permanent solution to fund the week in the coming years.

Alternatives Reviewed

To not support this request or consider supporting it with an alternative donation amount.

Relationship to Police Service/Board Strategic Priorities

This is an opportunity to highlight members of the NRPS Communications Unit, engaging with community and enhancing the image of the Service while providing NRPS members with prizes and awards boosting morale and creating a positive environment.

This incentive also aligns with the 2022-2025 Strategic Plan Goal 2: Community Engagement and Collaboration - Objective 1.0; namely, to strengthen relationships and build trust with our community by giving members of the Niagara Region the opportunity to recognize the people that are answering their calls for help and understanding the job they do in keeping the public and officers safe. It is our hope that this will also enhance the image of the Service and its members in our community and with our partners.

Relevant Policy Considerations

Board By-Law 403-2024, Special Fund Administration, Limitations, and Guidelines.

Other Pertinent Reports

Not applicable.

This report was prepared by Chantelle Brown, Communications Supervisor, in consultation with Robin Johnstone, Communications Administrator and Jay Nesbit, Inspector, Communications, reviewed by Shaun Parrent, Superintendent, Operational Services. Recommended by Todd Waselovich, Deputy Chief, Operational Support.



Submitted by:

Luigi Greco #9366
Acting Chief of Police

Appendices

Not applicable.



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Special Fund Request - NRPS Men's "Jimmy Williams" Team - International Hockey Tournament

Report To: Chair and Members, Niagara Police Service Board

Report Date: 2025-01-31

Recommendation(s)

That the Regional Municipality of Niagara Police Service Board (Board) authorizes a \$1,500.00 donation from the Special Fund to help support and offset expenses for the Niagara Regional Police Service (NRPS) Men's "Jimmy Williams" Hockey Team's attendance at the 2025 International Police Hockey Tournament in Durham, Ontario.

Key Facts

- The purpose of this report is to request funds in the amount of \$1,500.00 to assist with the cost of registration and travel expenses for the 2025 International Police Hockey Tournament being held in Durham Region, Ontario from February 27-28, 2025.
- Members of the Service will make up a team representing the NRPS.
- This event provides an opportunity for members of the Service to engage in a competitive team activity while proudly representing the NRPS, as well as provide a networking opportunity with other Emergency Service professionals.
- Proceeds from this tournament will benefit local charities including the Special Olympics and the Law Enforcement Torch Run.

Financial Considerations

The Board has a discretionary pool of funds, which it uses for grants and donations. Disbursements from the fund are in accordance with guidelines provided in the Community Safety and Policing Act (CSPA), 2019, and with Board By-law 403-2024, Special Fund Administration, Limitations and Guidelines. Section 258 (2) of the CSPA establishes that the Board has the sole authority for spending the proceeds from the sale of property which lawfully comes into the possession of the police service. The Act stipulates that "the Chief of Police may cause the property to be sold, and the Board may use the proceeds for any purpose that it considers in the public interest, including charitable donations." These funds do not form part of the police operating budget and are separate from the regional tax base.

The request for \$1,500.00 will help to cover the registration fee and travel expenses for the team to participate in the tournament.

If approved, the cheque can be made to the Niagara Regional Police Service, and the author of this report will submit receipts for the registration fee and travel expenses into PeopleSoft for reimbursement.

Analysis

For the past 21 years, members of the NRPS have been represented at various hockey tournaments in North America. The 2025 tournament is scheduled for February 27 and 28, 2025, in Durham Region.

There are three men's teams and one women's hockey team that consistently attend the International Police Hockey Tournament to represent the NRPS. The "Jimmy Williams" team has a long history in this tournament. With the passing of Sergeant Jimmy Williams in 2014, the team was re-named in his honour.

Since 2006, the Board has generously assisted with the funding of the registration for the NRPS to attend various hockey events. Members of the NRPS are requesting funding for this year's tournament.

The International Police Hockey Tournament was established in 1961 and between 2009 and 2024 the event has raised more than \$486,500.00 for many charities including the Law Enforcement Torch Run, Special Olympics, local hospitals, children's charities, and other local charitable agencies.

Information regarding the International Police Hockey Tournament can be accessed on the event's website: www.internationalpolicehockey.com.

Alternatives Reviewed

To support the request with an alternative donation total.

Relationship to Police Service/Board Strategic Priorities

This event is reflective of several objectives and performance metrics outlined throughout Goal 2 of the Service's 2022-2025 Strategic Plan; namely, to strengthen relationships and continue to build trust with our community and enhance relationships with partner agencies.

Relevant Policy Considerations

By-Law 403-2024 – Administration, Limitations, and Guidelines of the Special Fund.

Other Pertinent Reports

Not applicable.

This report was prepared by John Krajcovic, Detective Constable, 3-District Street Crime Unit, reviewed by Brian Bleich, Staff Sergeant, 3-District Detective Office, Brett Atamanyk, Acting Inspector, 3-District, and Rob LaPlante, Acting Superintendent, Community Services. Recommended by Mario Lagrotteria, Acting Deputy Chief, Community Services.



Submitted by:

Luigi Greco #9366
Acting Chief of Police

Appendices

Not Applicable.



NIAGARA REGIONAL POLICE SERVICE

Police Services Board Report

PUBLIC AGENDA

Subject: Special Fund Request for NRPS Women in Police Lunch and Learn Initiative

Report To: Chair and Members, Niagara Police Services Board

Report Date: 2025-02-04

Recommendation(s)

That the Niagara Police Service Board approves a special fund request of \$3,000.00 to cover the costs of hosting Lunch and Learn sessions for members.

Key Facts

- The purpose of this report is to seek the Board's approval for a \$3000.00 Special Fund contribution to cover the costs of bringing in speakers for the NRPS Women in Policing Internal Support Network (ISN).
- The Women's ISN was formed following the success of the September 2022 International Association of Women Police Conference in Niagara Falls.
- ISNs support and encourage a culture of inclusion and mentorship within the Service for equity-seeking groups.
- Lunch and learn opportunities further this initiative and will focus on various topics such as Indigenous policing and awareness.

Financial Considerations

- \$3,000.00 Special Fund request
- The Board has a discretionary pool of funds, which it uses for grants and donations. Disbursements from the fund are in accordance with guidelines provided in the Community Safety and Policing Act (CSPA), and also with Board By-law 403-2024, Special Fund Administration, Limitations and Guidelines. Section 258 (2) of the CSPA establishes that the Niagara Police Service Board has the sole authority for spending the proceeds from the sale of property which lawfully comes into the possession of the police service. The Act stipulates that "the Chief of Police may cause the property to be sold, and the Board may use the proceeds for any purpose that it considers in the public interest, including charitable donations." These funds do not form part of the police operating budget and are separate from the Regional tax base. If this request is approved by the Board, the cheque can be made payable to the Chief's Office in care of Inspector Nilan Davé.

Analysis

Following the success of the International Association of Women Police conference in September of 2022, the Niagara Regional Police Service Women in Policing Internal Support Network (ISN) was formed by the organizing committee.

An ISN consists of members of an identified group coming together to share ideas and support one another, in this case females. ISN's exist in some Services for visible minorities, LGBTQ, females, and others depending on the size and composition of the service, both civilian and sworn who are interested in supporting each other. Assistance can be in the form of career guidance, personal guidance, sharing experiences, and providing a safe area/group that you can seek out assistance.

Ultimately, this ISN will provide a safe zone for members to meet, network, and support other women from across the Service with varying backgrounds of life experience and tenure.

Additionally, through the hosting of Lunch and Learn sessions, the ISN will continue to increase educational opportunities for members across the Service.

Alternatives Reviewed

To not support this request.

Relationship to Police Service/Board Strategic Priorities

This funding would directly address the objective of promoting a culture that embraces equality, diversity, and inclusion (EDI) under Goal 4, Member Wellness and Resiliency identified in the Police Services Board 2022-2025 Strategic Plan. The development of Internal Support Networks for members of equity seeking groups is listed as a performance metric which has been achieved.

Additionally, the funding would speak to Objective 2.0 to promote and encourage healthy lifestyles and the physical well-being of members with the intention to provide initiatives such as lunch and learns to Service members.

Relevant Policy Considerations

Board By-law 403-2024, Special Fund Administration, Limitations and Guidelines

Other Pertinent Reports

Not applicable

This report was prepared by Corporate Communications Manager Stephanie Sabourin, and reviewed by Luigi Greco, Acting Chief of Police.



Submitted by:
Luigi Greco, #9366
Acting Chief of Police

Appendices

Not applicable



NIAGARA REGIONAL POLICE SERVICE

Police Services Board Report

PUBLIC AGENDA

Subject: Special Fund Request for NRPS FilmFest 2025
Report To: Chair and Members, Niagara Police Services Board
Report Date: 2025-01-10

Recommendation(s)

That the Niagara Police Service Board approves a special fund request of \$5,000.00 for the Niagara Regional Police Service (NRPS) FilmFest 2025 to assist with program costs (NRPS related items to hand out to the participants, incidental costs, and venue rental for competition viewing).

Key Facts

- The purpose of this report is to seek the Board's approval for a \$5,000.00 Special Fund donation for the Niagara Regional Police Service (NRPS) FilmFest 2025 to engage with youth while educating on the dangers of opioid misuse.
- Partnering with Niagara Region Public Health, the FilmFest will engage youth on Opioid Awareness and the major impacts it is having on our teens and the overall community.
- Students will create submissions, while engaging with NRPS officers and Niagara Region Public Health, to create public service videos that address the continuing challenges of opioids in our community.
- Submissions will then be viewed by a judging panel consisting of Chief and Deputies to determine a winner.

Financial Considerations

- \$5,000.00 Special Fund request
- The Board has a discretionary pool of funds, which it uses for grants and donations. Disbursements from the fund are in accordance with guidelines provided in the Community Safety and Policing Act (CSPA), and also with Board By-law 403-2024, Special Fund Administration, Limitations and Guidelines. Section 258 (2) of the CSPA establishes that the Niagara Police Service Board has the sole authority for spending the proceeds from the sale of property which lawfully comes into the possession of the police service. The Act stipulates that "the Chief of Police may cause the property to be sold, and the Board may use the proceeds for any purpose that it considers in the public interest, including charitable donations." These funds do not form part of the police operating budget and are separate from the Regional tax base. If this

request is approved by the Board, the cheque can be made payable to the Chief's Office in care of Inspector Nilan Davé.

Analysis

The NRPS FilmFest 2025 is a collaborative event designed to engage youth in raising awareness about the dangers of opioid misuse. With the support of Niagara Region Public Health, the event provides an opportunity for students to create public service videos that educate the community, especially teens, on the serious and growing impact of opioids.

The initiative will not only engage students creatively but also offer them an opportunity to interact with professionals from both the police and public health sectors, providing them with valuable insights into the opioid crisis. Through this interaction, students will be encouraged to produce thoughtful, impactful content aimed at educating their peers and the broader community.

The event culminates in a competition where the submissions are judged by a panel consisting of the Chief of Police and other senior members of the NRPS. The goal is to recognize the most effective submission that addresses the opioid issue in a way that resonates with the audience.

Ultimately, this project seeks to empower youth to become active participants in tackling the opioid crisis, while also providing them with valuable opportunities for learning and creative expression.

Alternatives Reviewed

To not support this request.

Relationship to Police Service/Board Strategic Priorities

This is a community engagement event where members of the Niagara Regional Police Service will interact with the community and enhance the image of the Service while providing NRPS branded items for visitors in a positive setting.

This program also aligns with several objectives within the 2022-2025 Strategic Plan inclusive of Goal 1: Public Safety – Objective 4.0 Reduce Opioid Use as a drug education initiative. Additionally, it aligns with Goal 2: Community Engagement and Collaboration - Objective 4.0 Foster Youth Engagement - Opioid Education and Awareness with the creation of a educational video to be presented to students in the development of their final submissions.

Relevant Policy Considerations

Board By-law 403-2024, Special Fund Administration, Limitations and Guidelines

Other Pertinent Reports

Not applicable

This report was prepared by Corporate Communications Manager Stephanie Sabourin.



Submitted by:

Luigi Greco, #9366
Acting Chief of Police

Appendices

Not applicable



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Special Fund Request – 2025 United Way Campaign Celebration Breakfast

Report To: Chair and Members, Niagara Police Service Board

Report Date: 2025-02-21

Recommendation(s)

That the Niagara Regional Police Service Board (Board) approves a Special Fund donation of \$400.00 to support the 2025 United Way Campaign Celebration Breakfast.

Key Facts

- The purpose of this report is to seek the Board's approval for a \$400.00 Special Fund donation for the United Way Campaign Celebration Breakfast.
- The event takes place on March 4th, 2025, from 7:30a.m. to 9:30am at the Holiday Inn and Suites Conference Centre, 327 Ontario Street, St. Catharines.
- The purchase of a table for ten guests to this event, is \$400.00.
- The United Way funds programs that run with financial grants through the United Way to support those in our communities who are in need.
- The Niagara Regional Police Service has been a long-time supporter of the United Way.

Financial Considerations

The Board has a discretionary pool of funds, which it uses for grants and donations. Disbursements from the fund are in accordance with guidelines provided in the Community Safety and Policing Act (CSPA), and also with Board By-law 403-2024, Special Fund Administration, Limitations and Guidelines. Section 258 (2) of the CSPA establishes that the Niagara Police Service Board has the sole authority for spending the proceeds from the sale of property which lawfully comes into the possession of the police service. The Act stipulates that "the Chief of Police may cause the property to be sold, and the Board may use the proceeds for any purpose that it considers in the public interest, including charitable donations." These funds do not form part of the police operating budget and are separate from the Regional tax base. If the request is approved by the Board, the cheque can be made payable to the Service as tickets will be purchased on-line utilizing a Service issued credit card.

Analysis

The United Way Committee focuses on raising payroll donations to support programs, which benefit our communities across Niagara that are funded through the United Way of Niagara. The Niagara Regional Police Service and its members participate in both this support program, as well as other United Way donation campaigns.

The United Way of Niagara offers support to over 100 community agencies such as the Distress Centre of Niagara and Niagara Victim Crisis Support Services by providing funding for more than 200 programs.

Programs supported through the United Way include Victim Services Niagara, Canadian Mental Health Association, Bethlehem Housing and Support Services, Meals on Wheels, Community Care, Community Living, Family Mental Health Support Network of Niagara, and Gillian's Place.

It is requested that the Niagara Regional Police Services Board consider the \$400.00 purchase of a table for the Campaign Celebration Breakfast to demonstrate the continued support for the United Way. During the event, attendees will hear from executives at the United Way about some of the amazing accomplishments of the organization because of the external support they have received.

Relationship to Police Service/Board Strategic Priorities

This donation provides an opportunity for the Board to convey a message of their support to the many persons in need and experiencing crisis in the Niagara Region who are accessing programs and services funded through the United Way. This is a community engagement event that allows members of the Niagara Regional Police Service to show support in our community. This is related to the 2022-2025 Strategic Plan Goal 2: Community Engagement and Collaboration - Objective 1.0 To strengthen relationships and build trust with our community. This enhances the image of the Service and its members showing support through collaboration and engagement with community partners.

Relevant Policy Considerations

By-Law 403-2024 - Special Fund Administration, Limitations and Guidelines.

Other Pertinent Reports

Not applicable

This report was prepared by Executive Officer to the Chief, Inspector Nilan Davé and reviewed by Bill Fordy, Chief of Police.



Submitted by:
Bill Fordy, O.O.M. #9615
Chief of Police

Appendices

Not applicable.