



Protective Services Committee

AGENDA

**Thursday, April 3, 2025
6:00 pm**

1. Call meeting to order
2. Declaration of Pecuniary Interest
3. **Prevention of Auto Theft Grant Report**
 - i) **i. Original Grant Application – August 2023**
 - a. Agreement with Ministry of the Solicitor General
 - b. Province of Ontario PAT Backgrounder and Funding
 - c. News Article on PAT Grant
 - ii) **ii. Termination Letter of existing grant – October 2024**
 - iii) **iii. Proposed New Grant Agreement with Ministry of Solicitor General**
 - iv) **iv. Town of Renfrew – Reports**
 - a. **October 8, 2024**
 - b. **November 11, 2025**
 - ii. Appendix B – PAT Cameras – Video Footage Use
 - iii. Appendix C – Questions/Answers – Auto Theft
 - iii. Appendix D – Yemen Electric Proposal and Site Locations
4. **Firehall Needs Analysis Report**
5. **Fire Department Update Report**
6. **Fire Truck 9658 Repair Update Report**
7. Next Meeting
8. Adjournment

Township of Admaston/Bromley

477 Stone Road, R.R. #2

Renfrew, ON

K7V 3Z5

E-Mail Address – info@admastonbromley.com

**613-432-2885 Stone Road Office
613-432-4052 Fax**

**613-432-3175 Stone Road Garage
613-646-7918 Cobden Road Garage**

REPORT

Date: April 3, 2024
To: Protective Services Committee
From: Jennifer Charkavi
Re: Prevention Auto Theft (PAT) Grant

Background and Discussion:

Prior to the formation of Detachment Police Services Boards, Admaston/Bromley and the Town of Renfrew had their own police service boards. In late spring/early summer 2023, both boards applied for the Prevention of Auto Theft (PAT) Grant from the Ministry of the Solicitor General (Solgen). They were successful in this grant and with that there were purchases that were made that were believed would be used to fight auto theft occurring in our region.

Unfortunately, due to the creation of the Detachment Boards, neither Police Services Board were now able to continue to use the funds associated with the PAT Grant. Both municipalities were notified of the cancellation of the Transfer Payment Agreements. At the time of the cancellation of the grant, there were 2 years of spending completed. The Town of Renfrew was the administrator of the funds associated with the grant as Solgen required one to the municipal Treasurers to be responsible for the grant funds, Renfrew's Treasurer was noted on the grant application. Most funds have been received by the Town of Renfrew, less \$18,000 still outstanding, which they are still supposed to be able to recoup.

There is still one more year of funding available for the municipalities to use towards community safety. However, the municipalities would have to enter into an agreement with Solgen in order to receive those funds. The Town of Renfrew would remain in control of submitting invoices for payment and for paying invoices received.

Admaston/Bromley can make a decision to not enter into an agreement for the 3rd and final year of the grant, however, should that take place, Solgen would re-evaluate the amount allotted for the 3rd year (April 1 2025 – March 31 2026), as the two boards were awarded an amount based on the geography and population of both townships. The

Town of Renfrew has decided they would like to move forward with the project to finish the project.

The Town of Renfrew will be creating a Working Group to report to both Councils on their spending and progress. The Township of Admaston/Bromley will be requested to be part of this working group as the funding for the first 2 years was awarded to both municipalities. And if the Township decides to enter into the 3rd year of the agreement, then we will want to be part of this working group.

Attached to this report is the Town of Renfrew's Clerk's report which details the history, and current situation as well as Appendixes: B – PAT Cameras – Video Footage Use, C – Q & A Auto Theft, D – Yemen Electric Proposal and Site Locations. Also included in this report is the original grant application, and the proposed agreement from the Ministry of the Solicitor General for the final year of the PAT grant.

Financial Implications:

There should be no financial implications associated with the grant as the funds are all to be provided for by the PAT Grant. The Ministry of the Solicitor General also understands that not all funds may be used for preventing auto theft, however they would like the funds to be used for community well being, safety and for fighting crime.

There may be administration challenges that arise that could create some extra costs for staff time for Admaston/Bromley staff, ie: Freedom of Information Requests due to the surveillance cameras.

People Consulted:

Deputy Mayor Angela Field
Town of Renfrew Clerk

Committee Recommendation:

BE IT RESOLVED THAT the Protective Services Committee recommend to Council to enter into an agreement with the Ministry of the Solicitor General for combatting and preventing vehicle thefts and associated violent crimes across the province;

AND BE IT RESOLVED THAT Admaston/Bromley Council are desirous to enter into an agreement with the Town of Renfrew for the PAT grant funding for 2025-2026;

AND BE IT FURTHER RESOLVED THAT Council appoint Deputy Mayor Angela Field, former Admaston/Bromley Police Services Board member and current South Ottawa Valley OPP Detachment Board member to serve on a working group with the Town of Renfrew, to administrate the Prevention of Auto Theft Grant.

Preventing Auto Thefts (PAT) Grant 2023-2026

Saved: 08/21/2023 15:27

Instructions

- 1) Please review the 2023-2026 Preventing Auto Thefts (PAT) Grant – Application Instructions and Guidelines prior to completing the application.
- 2) When completing the application, please refer to the 2023-2026 Preventing Auto Thefts (PAT) Grant Application Instructions and Guidelines which provide important information that should be addressed for each question.
- 3) The completed application form, budget sheet and performance measures sheet must be submitted through TPON and to the Ministry by email to Oleisha.Burleigh@ontario.ca no later than **4:00pm EST on August 21, 2023**. Submissions that are late or incomplete will not be considered for funding. No exceptions will be permitted.

A - Organization Information

This section is not editable and displays information from your Transfer Payment Ontario (TPON) registration. The TPON system is a one-window self-serve registration system for submitting and updating organization profile information. All organizations receiving transfer payments from the Government of Ontario must register in the TPON system. If changes are required in Section A of your application, please make them in the TPON system. Once your information is revised, all future downloaded forms will include the updated information

Organization Name: Renfrew Police Services Board	Organization Legal Name: Renfrew Police Services Board
Website URL:	CRA Business Number

B - Organization Address Information

This section is not editable and displays information from your Transfer Payment Ontario (TPON) registration. The TPON system is a one-window self-serve registration system for submitting and updating organization profile information. All organizations receiving transfer payments from the Government of Ontario must register in the TPON system. If changes are required in Section B of your application, please make them in the TPON system. Once your information is revised, all future downloaded forms will include the updated information.

Business Address

Unit Number:	Street Address 1: 410 O'Brien Road
Street Address 2:	City/Town: RENFREW
Province: ON	Postal Code: K7V3Z2
Country: Canada	

Mailing Address

Unit Number:	Street Address 1 410 O'Brien Road
Street Address 2	City/ Town RENFREW
Province ON	Postal Code K7V3Z2

Country

Canada

C - Application Contact Information

Please provide contacts for this application, including whether or not they have signing authority. Contacts with the Applicant role will receive email notifications regarding case submission, reports due, and payments. Contacts with the Payee role will receive notifications regarding payments.

Contacts with signing authority will be prompted to digitally sign this form in Section K.

			Remove
Salutation: * Mr.	First Name: * Jeff	Last Name: * Scott	
Primary: <input checked="" type="checkbox"/>	Role: * Applicant	Email Address: * jeffscott@scotthardware.com	
Title: Police Services Board Chair	Department: Town of Renfrew	Phone Number (Work): * (613) 432-3641	
Phone Number (Mobile): (613) 432-3641	Fax Number:	Signing Authority <input checked="" type="checkbox"/>	

			Remove
Salutation: * Mrs.	First Name: * Connie	Last Name: * Dick	
Primary: <input type="checkbox"/>	Role: * Applicant	Email Address: * connie.dick56@gmail.com	
Title: Admaston/Bromley PSB - Chair	Department: Admaston/Bromley Township	Phone Number (Work): * (613) 433-1922	
Phone Number (Mobile): (613) 433-1922	Fax Number:	Signing Authority <input checked="" type="checkbox"/>	

			Add	Remove
Salutation: * Mrs.	First Name: * Dawn	Last Name: * Ferguson		
Primary: <input type="checkbox"/>	Role: * Other	Email Address: * dawn.ferguson@opp.ca		
Title: OPP Inspector - Detachment Commander	Department: Renfrew OPP detachment	Phone Number (Work): * (613) 432-3211 x3310		
Phone Number (Mobile): (613) 246-6142	Fax Number:	Signing Authority <input checked="" type="checkbox"/>		

D - Grant Payment Information

Should your application be successful, this information will be used to make payments.

Payment Address

Payment Organization Name (max 100 characters) *

Renfrew Police Services Board Town of Renfrew

Street Address 1 * 127 Raglan Street South	Street Address 2	City/Town * Renfrew
Province * ON	Postal Code * K7V1P8	

E - Project Information

Project Name (maximum 250 characters) *

Renfrew and Area H.E.A.T (Help Eliminate Auto Theft)

Start Date (mm/dd/yyyy) *

10/01/2023

End Date (mm/dd/yyyy) *

03/31/2026

Requested Amount: *

\$1,600,000.00

Total Cost of the Project: *

\$1,600,000.00

F - Summary

Provide a brief description of your project. (maximum 2000 characters) *

Renfrew and Area H.E.A.T (Help Eliminate Auto Theft) is the establishment of a collaborative based approach to preventing auto theft through education and awareness, as well as a police-based approach with the addition of a community mobilization/auto theft officer. This project is being submitted in partnership with the Renfrew Police Services Board and the Admaston Police Services Board. This project will see the police services board, police and various community partners work collaboratively together to combat auto thefts and develop and implement a plan for educational awareness within the community. This project will address the provincial priority of preventing auto theft by utilizing police, with the addition of an auto theft officer that will assist not only with preventing auto theft but investigating any auto theft related calls for service and working within the community to prevent and educate. By working collaboratively at a local level, the H.E.A.T project will continue to address Auto Thefts, while having the means and funding to support it.

The H.E.A.T initiative will work with municipalities, police and community partners in the development and implementation of the community initiatives, education, and development to truly address and help prevent auto thefts within Renfrew County. The P.A.T grant will provide the funds required and necessary for the project start up and continuation for the duration of the grant cycle. The H.E.A.T project will meet all the priorities and outcomes set out in this application, which will have a huge positive impact on Renfrew County. The Renfrew Detachment area is a large rural area and without this funding this project will not be possible.

G - Demonstrated Need

Indicate the need for your project and Ministry funding. (maximum 5000 characters) *

The Renfrew Detachment area is in the heart of the Ottawa Valley and includes Renfrew, Arnprior, Cobden, Admaston/Bromly TWP, McNab/Braeside TWP, Horton TWP, White Water and Greater Madawaska TWP. The area is primarily rural in nature which does present some unique challenges and risks.

One of those such challenges is funding. This grant will provide the funds necessary to purchase and obtain traffic monitoring cameras to be installed throughout the area. Given the rural nature of the area this kind of expense is not possible for the Towns and Surrounding Townships. The need for these cameras has become evident through intelligence-based knowledge indicating that the Renfrew Detachment area is used as a hub for stolen vehicles to travel through, these organized crime rings have realized that major highways are closely monitored thus making it more difficult for them to get the vehicles to where they need to be. They now use alternative routes that go directly through the Renfrew Detachment area. Being able to purchase these cameras would allow for further intelligence to be gathered and to be utilized to target and catch these auto theft rings, as well to be able to identify the vehicles travelling through the area and obtain further knowledge on where the vehicles are going.

The Renfrew Detachment has seen a 55% increase in auto thefts in 2022 in this area alone, these stats were obtained through the OPP data management system. This does not include the number of vehicles that are passing through this area going unnoticed due to lack of funding for cameras and other surveillance and policing equipment that could be used to reduce and prevent auto thefts in general. Further to this the OPP does not have the available manpower to dedicate a full time officer to auto thefts and prevention. This grant would allow for a much-needed full time community mobilization and Auto theft officer, which in turn would take auto theft related calls for services and be able to better combat auto thefts. This officer would further be available for community training and education, which is a very important part of this grant and being successful. Along with this officer position the grant would supply the funds to purchase all the necessary equipment to be able to conduct surveillance on locations that may be considered high risk or intelligence-based information on where auto thefts may occur. There has been a further need identified for a "Bait Vehicle" in the area, as mentioned above the local auto thefts have increased by 55% in 2022, officers need to have the necessary equipment to be able to prevent auto thefts and at this time the Renfrew Area doesn't have a vehicle that could be used for this purpose. The Bait car would further give another covert vehicle that could be used for various aspects of preventing auto thefts including surveillance. At this time with the lack of available resources and funds the above-mentioned will not be possible without this grant funding. The positive difference as well as safety increase that this funding could make in this community will be invaluable. The community mobilization and auto theft officer would be able to not only investigate auto thefts, but they would also be able to prevent through education and awareness. This would further allow for road officers to get back out on the road and allow the dedicated officer to work on the auto theft related calls for service. The community partnerships that are already established if this grant application is approved speak for themselves.

A large part of being able to prevent auto theft is education and community awareness. At this time there are no community initiatives in this area, the grant would allow for various partnerships to be established and through education and awareness this community collaboration will work together to combat auto thefts.

Being a rural community there are so many additional challenges, less officers for sometimes larger areas, less funding available through the local government, less businesses and shorter business hours. All these enable auto theft vehicles to go through our community. This grant will provide so many resources that will assist in combating this that otherwise would not be possible. Being the hub for where stolen vehicles are going through our community needs to address this and this funding is going to make it possible to do that.

The project will assist in identifying auto theft and aiding in the dismantling of this organized criminal network through providing resources to be able to identify and locate these types of crimes. This will be made possible with the purchase of police equipment such as surveillance as well as the purchase of traffic monitoring cameras to be able to identify the route and possible location of stolen vehicles.

H - Project Workplan/Activities

Provide a comprehensive outline of the workplan and activities that will be implemented in each fiscal year as part of the initiative.

Key Milestones *	Activities *	Timelines *	Target Group *	
Hire a full time Community Mobilization and Auto Theft Officer	Identify an officer for the position.	October 2023	Officers	-
Community Education Implementation	-develop educational material to be handed out by partners -Implementation of the collaborative education with partners - Auto theft officer to monitor this education - Continuous for the 3 year grant cycle	October 1, 2023- March 31, 2026	Community Partners, community and Officers	-
Camera Installation	-Identify appropriate locations for cameras - Installation of Cameras for year 1 - Identification of camera location for year 2 and installation - identification of camera locations for year 3 and installation	November 1, 2023-April 1, 2026	Organized crime groups	-
Community Education Session Implementation	-develop and implement community education sessions - Auto theft officer to oversee and implement this training - continuous for the three year grant cycle	November 1, 2023- March 31, 2026	community and partners	-
Purchase of a Bait Car /Covert Vehicle	identify and purchase appropriate Bait Car based on stolen vehicle data	October 2023	organized crime groups	-

Implement and identify Officer Training Opportunities	<ul style="list-style-type: none"> - Training for the auto theft officer to be organized and attended - further officer training for detachment to be determined and organized by auto theft officer - continuous for the 3 year grant cycle 	October 2023 - March 31, 2026	Police <input type="button" value="-"/>
Surveillance and Auto Theft Identification	<ul style="list-style-type: none"> - purchase of surveillance equipment Year 1 - maintenance and up keep of equipment year 2 and 3 - equipment to be used by officers for preventing and identifying auto theft 	October 1, 2023- March 31, 2026	organized crime and community <input type="button" value="-"/>
Implement Community Mobilization and Auto theft officer	<ul style="list-style-type: none"> - Will be the lead for the development and implementation of the H.E.A.T project. - Lead for the collaborative approach for this project and making sure that all partners are thoroughly informed of the progress of the project, - The officer's duties will include education around auto theft, surveillance and any other related education that is deemed appropriate for the position to ensure that this officer is an expert in this area allowing them to enable full completion of this project. 	October 2023 - March 31, 2026	Officer, community, organized crime <input type="button" value="-"/> <input type="button" value="+"/>

I - New Elements

Describe how your initiative is new and/or innovative to your service and if it is a best/promising practice. If applying for support for an existing initiative, describe the enhancements/new components of the initiative. (maximum 2000 characters) *

H.E.A.T will be a completely new project to the Renfrew Detachment area. The project will use a collaborative approach to combating auto theft through community initiatives, education and policing knowledge and experience.

It will further allow for a full time officer to address the increases in auto thefts that we have seen in our area and works towards being able to track and identify stolen vehicles that are using our area as a hub through way to get vehicles from, south of us to shipping containers. This will not be feasible without a dedicated officer. Intelligence gathering has shown that our area is being used as a hub throughway as we lack the ability to combat this. This project will supply much-needed cameras systems, equipment for officers and overall safety for our area. This project will also help on a provincial level with combating auto theft as the camera systems will be able to assist in gathering information of

vehicles that have traveled through our area on less traveled paths.

This project will further develop relationships with the community and policing through the community education and awareness plan and initiatives that will be implemented through the various partners that have committed to this project. Working with partners within the automobile fields will allow for our prevention information to be shared and will further assist dealerships and auto businesses to prevent theft from their businesses. The more information that we can put out to the public with prevention will further assist in lowering the auto theft occurrences in our area. What better way to educate and share information than through multiple community partners, working together to combat auto theft in their area.

This initiative will bring the community together on a project that will make a difference in our community. Working together to combat auto theft.

J - Partnerships

If applicable, provide an overview of the different partnerships that will be utilized during your initiative.

Name *	Role *	Description *	
Dwaines Towing	Partner with Community Education	Partner for the education and community awareness initiative. Will assist police in handing out educational material related to auto theft.	-
George Jackson Toyota	Partner with Community Education	Partner for the education and community awareness initiative. Will assist police in handing out educational material related to auto theft.	-
Renfrew Chrysler	Partner with Community Education	Partner for the education and community awareness initiative. Will assist police in handing out educational material related to auto theft.	-
Mack Mackenzie Motors Renfrew	Partner with Community Education	Partner for the education and community awareness initiative. Will assist police in handing out educational material related to auto theft.	-
Barkers Collision Renfrew	Partner with Community Education	Partner for the education and community awareness initiative. Will assist police in handing out educational material related to auto theft.	-
Fraser's Towing Arnprior	Partner with Community Education	Partner for the education and community awareness initiative. Will assist police in handing out educational material related to auto theft.	-
Murphy's Auto Renfrew	Partner with Community Education	Partner for the education and community awareness initiative. Will assist police in handing out educational material related to auto theft.	-
Arnprior Chrysler	Partner with Community Education	Partner for the education and community awareness initiative. Will assist police in handing out educational material related to auto theft.	-

Urban Ford Arnprior	Partner with Community Education	Partner for the education and community awareness initiative. Will assist police in handing out educational material related to auto theft.	-
Coleman's Garage Foresters Falls	Partner with Community Education	Partner for the education and community awareness initiative. Will assist police in handing out educational material related to auto theft.	-
Gibsons Garage	Partner with Community Education	Partner for the education and community awareness initiative. Will assist police in handing out educational material related to auto theft.	-
Desjardins Insurance Renfrew	Partner with Community Education	Partner for the education and community awareness initiative. Will assist police in handing out educational material related to auto theft.	-
Brokerlink Renfrew/Arnprior	Partner with Community Education	Partner for the education and community awareness initiative. Will assist police in handing out educational material related to auto theft.	-
Eady Insurance Renfrew	Partner with Community Education	Partner for the education and community awareness initiative. Will assist police in handing out educational material related to auto theft.	-
R and D Insurance Renfrew	Partner with Community Education	Partner for the education and community awareness initiative. Will assist police in handing out educational material related to auto theft.	-
C.A. Bruce Insurance	Partner with Community Education	Partner for the education and community awareness initiative. Will assist police in handing out educational material related to auto theft.	-
All Risks Insurance	Partner with Community Education	Partner for the education and community awareness initiative. Will assist police in handing out educational material related to auto theft.	-
Co-operators Renfrew/Arnprior	Partner with Community Education	Partner for the education and community awareness initiative. Will assist police in handing out educational material related to auto theft.	-
O'Neils Insurance Renfrew	Partner with Community Education	Partner for the education and community awareness initiative. Will assist police in handing out educational material related to auto theft.	-

Ottawa Valley Insurance	Partner with Community Education	Partner for the education and community awareness initiative. Will assist police in handing out educational material related to auto theft.	-
Town of Renfrew	Community Partner	The Towns and Townships within the Renfrew OPP area will be working together to plan and determine for the camera usage and best locations. As well as assisting with community education and education for their staff on auto theft and auto theft prevention.	-
Town of Arnprior	Community Partner	The Towns and Townships within the Renfrew OPP area will be working together to plan and determine for the camera usage and best locations. As well as assisting with community education and education for their staff on auto theft and auto theft prevention.	-
Admaston - Bromley Township	Community Partner	The Towns and Townships within the Renfrew OPP area will be working together to plan and determine for the camera usage and best locations. As well as assisting with community education and education for their staff on auto theft and auto theft prevention.	-
Whitewater Township	Community Partner	The Towns and Townships within the Renfrew OPP area will be working together to plan and determine for the camera usage and best locations. As well as assisting with community education and education for their staff on auto theft and auto theft prevention.	-
McNab/Braeside Township	Community Partner	The Towns and Townships within the Renfrew OPP area will be working together to plan and determine for the camera usage and best locations. As well as assisting with community education and education for their staff on auto theft and auto theft prevention.	-
Greater Madawaska Township	Community Partner	The Towns and Townships within the Renfrew OPP area will be working together to plan and determine for the camera usage and best locations. As well as assisting with community education and education for their staff on auto theft and auto theft prevention.	-

Horton Township	Community Partner	The Towns and Townships within the Renfrew OPP area will be working together to plan and determine for the camera usage and best locations. As well as assisting with community education and education for their staff on auto theft and auto theft prevention.	-
Killaloe Ontario Provincial Police	Information Partner	Will work collaboratively with Killaloe Detachment, sharing information, resources and trends as the detachment patrol areas connect.	-
Upper Ottawa Valley OPP	Information Partner	Will work collaboratively with Upper Ottawa Valley Detachment, sharing information , resources and trends as the detachment patrol areas connect.	-
OPP Auto Theft Unit	Information and Implementation Partner	Will work with the OPP Auto Theft unit, for intelligence information and expert information, as well as working collaboratively on projects throughout the grant cycle.	- +

K - Declaration and Signing

Applicants are expected to comply with the Ontario Human Rights Code (the "Code") and all other applicable laws (<http://www.ohrc.on.ca/en/ontario-human-rights-code>). Failure to comply with the letter and spirit of the Code will render the applicant ineligible for a grant and, in the event a grant is made, liable to repay the grant in its entirety at the request of the Ministry. Applicants should be aware that Government of Ontario institutions are bound by the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31 (<https://www.ontario.ca/laws/statute/90f31>), as amended from time to time, and that any information provided to them in connection with this application may be subject to disclosure in accordance with that Act. Applicants are advised that the names and addresses of organizations receiving grants, the amount of the grant awards, and the purpose for which grants are awarded is information made available to the public.

Declaration

The Applicant hereby certifies as follows:

- the information provided in this application is true, correct and complete in every respect;
- the Applicant understands any funding commitment will be provided by way of an approval letter signed by the responsible Minister and will be subject to any conditions included in such a letter. Conditions of funding may include the requirement for a funding agreement obligating the funding recipient to report on how the funding was spent and other accountability requirements;
- the Applicant has read and understands the information contained in the Application Form;
- the Applicant is aware that the information contained herein can be used for the assessment of grant eligibility and for statistical reporting;
- the applicant understands that it is expected to comply with the Ontario Human Rights Code and all other applicable laws;
- the Applicant understands that the information contained in this application or submitted to the Ministry in connection with the grant is subject to disclosure under the Freedom of Information and Protection of Privacy Act;
- the Applicant is not in default of the terms and conditions of any grant, loan or transfer payment agreement with any ministry or agency of the Government of Ontario;
- I am an authorized signing officer for the Applicant.

Applicant

Mr. Jeff Scott
Police Services Board Chair
(w): (613) 432-3641
(c): (613) 432-3641
Email: jeffscott@scotthardware.com

Signature Jeff Scott

Date/Time 21/08/2023 14:09:57

Applicant

Mrs. Connie Dick
Admaston/Bromley PSB - Chair
(w): (613) 433-1922
(c): (613) 433-1922
Email: connie.dick56@gmail.com

Signature [Connie Dick](#)

Date/Time [21/08/2023 14:10:02](#)

Applicant

Mrs. Dawn Ferguson
OPP Inspector - Detachment Commander
(w): (613) 432-3211 x3310
(c): (613) 246-6142
Email: dawn.ferguson@opp.ca

Signature [Dawn Ferguson](#)

Date/Time [21/08/2023 14:05:40](#)

Please validate your application by clicking the Validate button before submitting the form back to Transfer Payment Ontario.

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 22nd day of November, 2023.

B E T W E E N :

**His Majesty the King in right of Ontario
as represented by the Solicitor General**

(the “**Province**”)

- and -

**Renfrew Police Services Board and Admaston Police Services
Board**

(the “**Recipient**”)

BACKGROUND

The Province has established the *Preventing Auto Thefts (PAT) Grant* program to support police services/boards in combatting and preventing vehicle thefts and associated violent crimes across the province.

The PAT Grant will provide successful police services/boards with funding to undertake local policing initiatives unique to their needs to combat auto thefts in their communities and educate the public on how to avoid these and associated violent crimes, with the goal of creating a holistic and sustainable approach to combat auto thefts.

The Recipient has, by written application (included as Schedule “I” of this Agreement), requested funding for a project entitled *Renfrew and Area H.E.A.T (Help Eliminate Auto Theft)*;

The Province has accepted, in whole or in part, the Recipient’s proposed project, attached hereto as Schedule “C” (“the Project”) and Schedule “I” (“Funding Application”);

All activities and expenditures related to the Project, as outlined in Schedules “C”, “I” and “D”, must be completed by March 31, 2026.

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 **Schedules to the Agreement.** The following schedules form part of the Agreement:

Schedule "A" - General Terms and Conditions
Schedule "B" - Project Specific Information and Additional Provisions
Schedule "C" - Project
Schedule "D" - Budget
Schedule "E" - Payment Plan
Schedule "F" - Reports
Schedule "G" - Interim Report Template
Schedule "H" - Final Report Template
Schedule "I" - Funding Application, and
any amending agreement entered into as provided for in section 4.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

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

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

3.0 COUNTERPARTS

3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

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

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement.** The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.
- (f) the Province is bound by the *Financial Administration Act* (Ontario) (“FAA”) and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,
 - (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
 - (ii) the payment having been charged to an appropriation for a previous fiscal year.

-SIGNATURE PAGE FOLLOWS-

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

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Solicitor General**

March 12, 2024

Date



Name: Mario Di Tommaso

Title: Deputy Solicitor General, Community Safety

Renfrew Police Services Board

December 14, 2023

Date

Jeff Scott

Name: Jeff Scott

Title: Renfrew Police Services Board Chair

I have authority to bind the Recipient.

Admaston Police Services Board

December 14, 2023

Date

Connie Dick

Name: Connie Dick

Title: Admaston Police Services Board Chair

I have authority to bind the Recipient.

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

A1.0 INTERPRETATION AND DEFINITIONS

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

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

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

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

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

“Budget” means the budget attached to the Agreement as Schedule “D”.

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

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

“Event of Default” has the meaning ascribed to it in section A12.1.

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

“Funding Year” means:

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

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

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

“Indemnified Parties” means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

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

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

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b) and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

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

“Records Review” means any assessment the Province conducts pursuant to section A7.4.

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

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

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

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

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

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

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

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

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

A3.0 TERM OF THE AGREEMENT

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

A4.0 **FUNDS AND CARRYING OUT THE PROJECT**

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient with Funds up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

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

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (c) the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

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

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

A4.4 **Interest-Bearing Account.** If the Province provides Funds before the

Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

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

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

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

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

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

A6.0 **CONFLICT OF INTEREST**

A6.1 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

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

A6.2 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and

- (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Province Includes. For the purposes of sections A7.4, A7.5 and A7.6, “**Province**” includes any auditor or representative the Province may identify.

A7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address set out in Schedule “B”:
 - (i) all Reports in accordance with the timelines and content requirements as provided for in Schedule “F”;
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 Records Review. The Province may, at its own expense, upon twenty-four hours’ Notice to the Recipient and during normal business hours enter upon the Recipient’s premises to conduct an audit or investigation of the Recipient regarding the Recipient’s compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient’s representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient’s allocation and expenditure of the Funds.

- A7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or both of the following actions:
- (a) inspect and copy any records and documents referred to in section A7.3;
 - (b) remove any copies the Province makes pursuant to section A7.5(a).
- A7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:
- (a) ensuring that the Province has access to the records and documents wherever they are located;
 - (b) assisting the Province to copy records and documents;
 - (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
 - (d) carrying out any other activities the Province requests.
- A7.7 **No Control of Records.** No provision of the Agreement will be construed to give the Province any control whatsoever over the Recipient's records.
- A7.8 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

- A8.1 **Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:
- (a) acknowledge the support of the Province for the Project;
 - (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
 - (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province; and
 - (d) obtain prior written approval from the Province before using any Government of Ontario or ministry logo or symbol in any communications including press releases, published reports, radio and television programs and public or private meetings, or in any other type of promotional material, relating to the Project or this Agreement.

A9.0 INDEMNITY

A9.1 **Indemnify.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

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

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

A10.2 **Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage required by section A10.1; or
 - (ii) other proof that confirms the insurance coverage required by section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

A11.0 TERMINATION ON NOTICE

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

Recipient.

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

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

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);
- (b) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate.

A12.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

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

A12.3 **Opportunity to Remedy.** If, pursuant to section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

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

A12.4 **Recipient not Remediating.** If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A12.5 When Termination Effective. Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

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

A14.0 FUNDS UPON EXPIRY

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

A15.0 DEBT DUE AND PAYMENT

A15.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

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

A15.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds or other amounts owing under the Agreement, whether or not the

Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address set out in Schedule "B".

A15.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A16.0 NOTICE

A16.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule "B", or as either Party later designates to the other by Notice.

A16.2 **Notice Given.** Notice will be deemed to have been given:

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

A16.3 **Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

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

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A19.0 WAIVER

A19.1 **Condonation not a waiver.** Failure or delay by the either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

A19.2 **Waiver.** Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and

- (b) the successors to His Majesty the King in right of Ontario

A22.0 GOVERNING LAW

A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A23.0 FURTHER ASSURANCES

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and,
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 **Joint and Several Liability.** Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 **Other Agreements.** If the Recipient:

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

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

A27.0 SURVIVAL

A27.1 **Survival.** The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, section A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$1,393,500.00 provided for the Funding Years as follows: <ul style="list-style-type: none"> • First Funding Year (2023-24): \$597,500.00 • Second Funding Year (2024-25): \$398,000.00 • Third Funding Year (2025-26): \$398,000.00
Expiry Date	May 8, 2026
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$5,000
Insurance	\$5,000,000
Contact information for the purposes of Notice to the Province	<p>Name: Program Development Section, External Relations Branch, Public Safety Division Ministry of the Solicitor General</p> <p>Attention: Natalie Brull & Steffie Anastasopoulos, Community Safety Analysts</p> <p>Address: 25 Grosvenor Street, 12th Floor, Toronto, ON, M7A 2H3</p> <p>Phone: (647) 532-9298 / (437) 248-7485</p> <p>Email: Natalie.Brull@Ontario.ca, Steffie.Anastasopoulos@Ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Address: Renfrew Police Services Board 410 O'Brien Road Renfrew ON K7V 3Z2</p> <p>Attention: Mr. Jeff Scott Police Services Board Chair</p> <p>Email: jeffscott@scotthardware.com</p>
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	<p>Name: Erin Broome</p> <p>Position: Town of Renfrew Treasurer</p> <p>Address: 127 Raglan St S Renfrew, ON K7V 1P8</p> <p>Tel: 613-432-4848 Email: ebroome@renfrew.ca</p>
CRA Business Number	10698 4826

**SCHEDULE “C”
PROJECT**

The Province and Recipient have agreed that the Project will be conducted as outlined in Schedule “I”, which includes project summary, project workplan/activities and outcomes/performance measures.

**SCHEDULE "D"
BUDGET**

The following is approved for **Funds**.

Funding Year 1 (2023-24)

#	Budget Item	Description	Contribution from other sources		Ministry \$ Requested (Budget)	Total
			Other Government Funding	In-Kind Donation		
PERSONNEL (e.g., salaries, benefits, and overtime)						
1	OPP Officer	Salary	\$0.00	\$0.00	\$155,000.00	\$155,000.00
Personnel Sub-Total			\$0.00	\$0.00	\$155,000.00	\$155,000.00
Education and Awareness (e.g., community engagement, awareness and education)						
1	Education	Marketing and Educational Materials	\$0.00	\$0.00	\$70,000.00	\$70,000.00
Education and Awareness Sub-Total			\$0.00	\$0.00	\$70,000.00	\$70,000.00
TRAINING (e.g., training for officers and community partners)						
1	Training	Officer Training	\$0.00	\$0.00	\$25,000.00	\$25,000.00
2	Training	Community Training	\$0.00	\$0.00	\$25,000.00	\$25,000.00
TRAINING Sub-Total			\$0.00	\$0.00	\$50,000.00	\$50,000.00
Equipment and I&IT (i.e., to support policing operations and activities)						
1	Surveillance	Surveillance equipment for officers	\$0.00	\$0.00	\$30,000.00	\$30,000.00
2	Computers	Computers and accessories, tablets for surveillance and camera viewing	\$0.00	\$0.00	\$20,000.00	\$20,000.00
3	Phones	Cell Phones	\$0.00	\$0.00	\$3,000.00	\$3,000.00
4	Cameras	Drop Cameras	\$0.00	\$0.00	\$10,000.00	\$10,000.00
5	Stop Sticks	Portable Piranha Stop Sticks	\$0.00	\$0.00	\$2,000.00	\$2,000.00
6	GPS Tags	reusable GPS tags	\$0.00	\$0.00	\$5,000.00	\$5,000.00
7	Alarms	Proximity Alarms	\$0.00	\$0.00	\$2,500.00	\$2,500.00
8	Cameras	Traffic monitoring cameras	\$0.00	\$0.00	\$100,000.00	\$100,000.00

Equipment and I&IT Sub-Total			\$0.00	\$0.00	\$172,500.00	\$172,500.00
OTHER (e.g., additional costs associated with the implementation of the initiative)						
1	Bait Car	Bait Car/ Covert Vehicle	\$0.00	\$0.00	\$150,000.00	\$150,000.00
Other Sub-Total			\$0.00	\$0.00	\$150,000.00	\$150,000.00
Total (YEAR 1)			\$0.00	\$0.00	\$597,500.00	\$597,500.00

Funding Year 2 (2024-25)

#	Budget Item	Description	Contribution from other sources		Ministry \$ Requested (Budget)	Total
			Other Government Funding	In-Kind Donation		
PERSONNEL (e.g., salaries, benefits, and overtime)						
1	OPP Officer	Salary Community Mobilization and Auto Theft Officer	\$0.00	\$0.00	\$155,000.00	\$155,000.00
Personnel Sub-Total			\$0.00	\$0.00	\$155,000.00	\$155,000.00
Education and Awareness (e.g., community engagement, awareness and education)						
1	Education	Marketing and Educational Materials	\$0.00	\$0.00	\$75,000.00	\$75,000.00
Education and Awareness Sub-Total			\$0.00	\$0.00	\$75,000.00	\$75,000.00
TRAINING (e.g., training for officers and community partners)						
1	Training	Officer Training	\$0.00	\$0.00	\$25,000.00	\$25,000.00
2	Training	Community Training	\$0.00	\$0.00	\$25,000.00	\$25,000.00
TRAINING Sub-Total			\$0.00	\$0.00	\$50,000.00	\$50,000.00
Equipment and I&IT (i.e., to support policing operations and activities)						
1	Surveillance	equipment upkeep	\$0.00	\$0.00	\$5,000.00	\$5,000.00
2	Phones	cell phone costs	\$0.00	\$0.00	\$3,000.00	\$3,000.00
3	Stop Sticks	upkeep and replacement costs	\$0.00	\$0.00	\$2,000.00	\$2,000.00
4	Cameras	Traffic monitoring cameras	\$0.00	\$0.00	\$100,000.00	\$100,000.00
Equipment and I&IT Sub-Total			\$0.00	\$0.00	\$110,000.00	\$110,000.00
OTHER (e.g., additional costs associated with the implementation of the initiative)						

1	Bait Car	Maintenance	\$0.00	\$0.00	\$8,000.00	\$8,000.00
Other Sub-Total			\$0.00	\$0.00	\$8,000.00	\$8,000.00
Total (YEAR 2)			\$0.00	\$0.00	\$398,000.00	\$398,000.00

Funding Year 3 (2025-26)

#	Budget Item	Description	Contribution from other sources		Ministry \$ Requested (Budget)	Total
			Other Government Funding	In-Kind Donation		
PERSONNEL (e.g., salaries, benefits, and overtime)						
1	OPP Officer	Salary	\$0.00	\$0.00	\$155,000.00	\$155,000.00
Personnel Sub-Total			\$0.00	\$0.00	\$155,000.00	\$155,000.00
Education and Awareness (e.g., community engagement, awareness and education)						
1	Education	Marketing and Educational Materials	\$0.00	\$0.00	\$75,000.00	\$75,000.00
Education and Awareness Sub-Total			\$0.00	\$0.00	\$75,000.00	\$75,000.00
TRAINING (e.g., training for officers and community partners)						
1	Training	Officer Training	\$0.00	\$0.00	\$25,000.00	\$25,000.00
2	Training	Community Training	\$0.00	\$0.00	\$25,000.00	\$25,000.00
TRAINING Sub-Total			\$0.00	\$0.00	\$50,000.00	\$50,000.00
Equipment and I&IT (i.e., to support policing operations and activities)						
1	Surveillance	equipment upkeep	\$0.00	\$0.00	\$5,000.00	\$5,000.00
2	Phones	cell phone costs	\$0.00	\$0.00	\$3,000.00	\$3,000.00
3	Stop Sticks	upkeep and replacement costs	\$0.00	\$0.00	\$2,000.00	\$2,000.00
4	Cameras	Traffic monitoring cameras	\$0.00	\$0.00	\$100,000.00	\$100,000.00
Equipment and I&IT Sub-Total			\$0.00	\$0.00	\$110,000.00	\$110,000.00
OTHER (e.g., additional costs associated with the implementation of the initiative)						
1	Bait Car	Maintenance	\$0.00	\$0.00	\$8,000.00	\$8,000.00
Other Sub-Total			\$0.00	\$0.00	\$8,000.00	\$8,000.00
Total (YEAR 3)			\$0.00	\$0.00	\$398,000.00	\$398,000.00

GRAND TOTAL (YEAR 1, 2 and 3)		\$0.00	\$0.00	\$1,393,500.00	\$1,393,500.00
--	--	---------------	---------------	-----------------------	-----------------------

SCHEDULE “E” PAYMENT PLAN

E.1 MAXIMUM FUNDS

The Maximum Funds to be provided by the Province to the Recipient under this Agreement is set out in Schedule “B”.

E.2 PAYMENT SCHEDULE

The Funds will be provided to the Recipient according to the following schedule:

A. First Funding Year (2023-24):

i) First instalment of the Funds for the first Funding Year: \$478,000.00 will be paid to the Recipient subject to satisfactory proof of insurance is provided to the Province in accordance with section A10.1 of Schedule “A” of the Agreement, and following the Agreement having been signed by the Province.

ii) Second instalment of the Funds for the first Funding Year: \$119,500.00 will be paid to the Recipient following the Province’s receipt and approval of the Final Reports (Final Financial Report, Final Activities Report and Final Performance Measures Report) for the first Funding Year, outlined under Schedules “F” and “H”.

B. Second Funding Year (2024-25):

i) First instalment of the Funds for the second Funding Year: \$298,500.00 will be paid to the Recipient following the Province’s receipt and approval of the Final Reports (Final Financial Report, Final Activities Report and Final Performance Measures Report) for the first Funding Year, outlined under Schedules “F” and “H”.

ii) Second instalment of the Funds for the second Funding Year: \$99,500.00 will be paid to the Recipient following the Province’s receipt and approval of the Interim Reports (Interim Financial Report, Interim Activities Report and Interim Performance Measures Report) for the second Funding Year, outlined under Schedules “F” and “G”.

C. Third Funding Year (2025-26):

i) First instalment of the Funds for the third Funding Year: \$298,500.00 will be paid to the Recipient following the Province’s receipt and approval of the Final Reports (Final Financial Report, Final Activities Report and Final Performance Measures Report) for the second Funding Year, outlined under Schedules “F” and “H”.

ii) Second instalment of the Funds for the third Funding Year: \$59,700.00 will be paid to the Recipient following the Province's receipt and approval of the Interim Reports (Interim Financial Report, Interim Activities Report and Interim Performance Measures Report) for the third Funding Year, outlined under Schedules "F" and "G".

iii) Third instalment (holdback) of the Funds for the third Funding Year: \$39,800.00 will be paid to the Recipient following the Province's receipt and approval of the Final Reports (Final Financial Report, Final Activities Report and Final Performance Measures Report) for the third Funding Year, outlined under Schedules "F" and "H".

If the Province is not satisfied with the Reports, the Recipient may be required to provide additional documents and the Province may adjust the Funds. Payment amounts may vary depending on total expenditures and the reconciled amount for each Funding Year.

SCHEDULE "F" REPORTS

F.1 REPORTS AND DEADLINES

In accordance with section A7.2 of Schedule "A" of the Agreement, the Recipient shall provide the Province with:

Interim Reports for the second and third Funding Year – Due November 8, 2024 for the Second Funding Year and November 7, 2025 for the Third Funding Year:

- A. An **Interim Financial Report** in the form set out in Schedule "G", by November 8, 2024 for the second Funding Year and November 7, 2025 for the third Funding Year. A detailed breakdown of expenditures and copies of invoices and/or statements are to be provided for costs incurred from April 1 to September 30 for each Funding Year.

- B. An **Interim Activities Report** in the form set out in Schedule "G", by November 8, 2024 for the second Funding Year and November 7, 2025 for the third Funding Year.

- C. An **Interim Performance Measures Report** in the form set out in Schedule "G", by November 8, 2024 for the second Funding Year and November 7, 2025 for the third Funding Year.

The template for "Interim Financial Report" and "Interim Activities Report" is attached as Schedule "G". The Province and Recipient have agreed that the "Interim Performance Measures Report" template will be provided at a later date, prior to the first Interim Report being due.

Final Reports for the first Funding Year – Due May 10, 2024 for the first Funding Year, May 9, 2025 for the Second Funding Year and May 8, 2026 for the Third Funding Year:

- A. A **Final Financial Report** in the form set out in Schedule "H", by May 10, 2024 for the first Funding Year, May 9, 2025 for the Second Funding Year and May 8, 2026 for the Third Funding Year. A detailed breakdown of expenditures and copies of invoices and/or statements are to be provided for costs incurred from October 1 to March 31 for each funding (fiscal) year.

- B. A **Final Activities Report** in the form set out in Schedule "H", by May 10, 2024 for the first Funding Year, May 9, 2025 for the Second Funding Year and May 8, 2026 for the Third Funding Year.

C. A **Final Performance Measures Report** in the form set out in Schedule “H”, by May 10, 2024 for the first Funding Year, May 9, 2025 for the Second Funding Year and May 8, 2026 for the Third Funding Year.

The template for “Final Financial Report” and “Final Activities Report” is attached as Schedule “H”. The Province and Recipient have agreed that the “Final Performance Measures Report” template will be provided at a later date, prior to the first Final Report being due.

Funds for each Funding Year, as set out in Schedule “B” and “D”, must be spent by the Recipient by March 31 of each Funding Year, and all aspects of the Project, except for the completion of the third Funding Year Final Report, must be completed and submitted by the Recipient by March 31, 2026. The Province will not accept claims for Funds which are submitted to the Province after March 31, 2026.

Backgrounder

Ontario Taking Action to Combat Auto Theft

November 24, 2023

[Office of the Premier](#)

[Solicitor General](#)

Table of Contents

1. [Content](#)
 2. [Additional Resources](#)
-

The Ontario government is investing \$18 million over three years to help police services combat and prevent auto theft, while protecting communities and keeping people and their property safe. The Preventing Auto Thefts (PAT) Grant will fund 21 projects, supporting new and enhanced crime-fighting measures that focus on prevention, detection, analysis and enforcement.

The following police services and Ontario Provincial Police (OPP) detachments are receiving funding:

Barrie Police Service & South Simcoe Police Service - \$1,800,000

Brockville Police Service & Gananoque Police Service - \$515,826

Chatham-Kent Police Service - \$879,884

Cornwall Police Service - \$795,792

Durham Regional Police Service - \$900,000

Guelph Police Service - \$859,977

Halton Regional Police Service - \$900,000

Hamilton Police Service - \$895,760

London Police Service - \$900,000

Niagara Regional Police Service - \$726,659

OPP Norfolk County Detachment - \$844,084

OPP Perth County Detachment - \$860,579

OPP Renfrew Detachment & Admaston Police Service - \$1,393,500

Peel Regional Police - \$900,000

Peterborough Police Service, Rama First Nations Police Service & OPP Central Highway Safety Division - \$492,610

St. Thomas Police Service - \$608,767

Strathroy-Caradoc Police Service - \$266,049

Toronto Police Service - \$900,000

Waterloo Regional Police Service - \$686,523

Windsor Police Service - \$899,750

York Regional Police Service - \$900,000

Renfrew OPP bring the HEAT in the fight against auto theft

By myFM News/Oldies 107.7 staff Apr 16, 2024 | 4:03 PM

The effort to curb auto theft in Renfrew, Arnprior and across Eastern Ontario just got a huge boost.

The Renfrew Police Services Board, along with the Renfrew Detachment of the Ontario Provincial Police, was successful in securing a grant to fund the HEAT (Helping Eliminate Auto Theft) initiative.

An event held Monday in Renfrew was an opportunity for community partners to check out some of the new equipment made possible by the grant, which consists of \$1.4 million over three years.

Jeff Scott, chair of the Renfrew Police Services Board, said the program has some remarkable components, including a decoy vehicle and traffic cameras that can track licence plates.

Another major aspect of HEAT is community training and partnerships. More than 30 partners, including insurance companies and auto dealerships, throughout the region, will be handing out educational and informational materials.

Scott said community partners were not only impressed with the equipment, but in some cases learned new information.

Some people aren't aware that not only are vehicles stolen from the town of Renfrew, but that it acts as a passageway to larger centres for automobile thieves, he said.

An impressive component of the initiative is the camera system, made possible through Safe and Sound, a division of Yemen Electric.

Corey Jackson runs Safe and Sound and said HEAT will see cameras installed in a number of sites to monitor main entrances, exits and throughways throughout the town for auto theft.

By email

October 21, 2024

Mr. Jeff Scott
Chair
Renfrew Police Services Board
410 O'Brien Road
Renfrew ON K7V 3Z2
jeffscott@scotthardware.com

RE: Notice of Termination of Transfer Payment Agreement for Renfrew and Area H.E.A.T (Help Eliminate Auto Theft) under the 2023-24 – 2025-26 Preventing Auto Thefts (PAT) Grant

Dear Mr. Scott,

This letter pertains to the Transfer Payment Agreement (the “Agreement”), effective November 22, 2023, that was entered into by the Renfrew Police Services Board and Admaston Police Services Board (the “Recipient”) and His Majesty the King in Right of Ontario, as represented by the Solicitor General (the “Province”) for the 2023-24 – 2025-26 Preventing Auto Thefts (PAT) Grant. Note, capitalized terms used but not defined in this Notice have the meanings given to them in the Agreement.

The *Community Safety and Policing Act, 2019* came into force on April 1, 2024, replacing the *Police Services Act* and resulting in the introduction of OPP Detachment Boards, the termination of s.10 policing agreements, and the dissolution of s.10 police service boards. As the ministry is no longer able to contract with s.10 police service boards, pursuant to section A11.1 of the Agreement, the Province is hereby providing Notice to the Recipient that it is terminating the Agreement effective as of the 21st day of November, 2024 (the “Termination Date”).

As of the Termination Date the Province will cancel all further instalments of Funds under this Agreement.

Please be assured that the ministry is committed to continuing to fund the approved grant project and approved funding under the Preventing Auto Thefts (PAT) Grant will not be impacted. A new TPA is being issued to the municipality for the remaining approved project funding.

If you have any questions, please contact Natalie Brull Natalie.Brull@Ontario.ca & Steffie Anastasopoulos Steffie.Anastasopoulos@Ontario.ca, Community Safety Analysts.

Sincerely,

A handwritten signature in black ink, appearing to read "Michelina Longo". The signature is fluid and cursive, with a large loop at the end.

Michelina Longo
Director

Attachment

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 1st day of April, 2024.

BETWEEN:

His Majesty the King in right of Ontario
as represented by the Solicitor General
(the “Province”)

- and -

Town of Renfrew
(the “Recipient”)

BACKGROUND

The Province and the Renfrew Police Services Board and Admaston Police Services Board entered into an agreement effective as of the 22nd day of November, 2023 (the “Original Agreement”).

The *Community Safety and Policing Act, 2019* came into force on April 1, 2024, replacing the Police Services Act and resulting in the introduction of OPP Detachment Boards, the termination of s.10 policing agreements, and the dissolution of s.10 police service boards. As the ministry is no longer able to contract with s.10 police service boards, the Province has terminated the Original Agreement, and this Agreement is being executed with the Recipient, to enable the Province to continue to support the Project, defined herein.

The Province has established the *Preventing Auto Thefts (PAT) Grant* program to support police services/boards in combatting and preventing vehicle thefts and associated violent crimes across the province.

The PAT Grant will provide successful police services/boards with funding to undertake local policing initiatives unique to their needs to combat auto thefts in their communities and educate the public on how to avoid these and associated violent crimes, with the goal of creating a holistic and sustainable approach to combat auto thefts.

The Recipient has, by written application (included as Schedule “I” of this Agreement), requested funding for a project entitled *Renfrew and Area H.E.A.T (Help Eliminate Auto Theft)*;

The Province has accepted, in whole or in part, the Recipient’s proposed project, attached hereto as Schedule “C” (“the Project”) and Schedule “I” (“Funding Application”);

All activities and expenditures related to the Project, as outlined in Schedules “C”, “I” and “D”, must be completed by March 31, 2026.

The Recipient shall carry out the Project.

The Province wishes to provide Funds to the Recipient for the Project. The PAT Grant is a three-year grant program. The first year of the PAT Grant was funded under the Original Agreement. This Agreement is for the second and third Funding Years (2024/2025 and 2025/26) of the PAT Grant.

CONSIDERATION

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

1.0 1.0 ENTIRE AGREEMENT

1.1 Schedules to the Agreement. The following schedules form part of the Agreement:

- Schedule “A” - General Terms and Conditions**
- Schedule “B” - Project Specific Information and Additional Provisions**
- Schedule “C” - Project**
- Schedule “D” - Budget**
- Schedule “E” - Payment Plan**
- Schedule “F” - Reports.**

1.2 Entire Agreement. The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 2.0 CONFLICT OR INCONSISTENCY

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

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

3.0 3.0 COUNTERPARTS

3.1 One and the Same Agreement. The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 4.0 AMENDING THE AGREEMENT

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

5.0 5.0 ACKNOWLEDGEMENT

5.1 Acknowledgement. The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);**
- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);**
- (c) the Funds are:**
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;**

- (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project;
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and
- (f) the Province is bound by the *Financial Administration Act* (Ontario) (“FAA”) and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,
 - (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
 - (ii) the payment having been charged to an appropriation for a previous fiscal year.

SIGNATURE PAGE FOLLOWS

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

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Solicitor General**

Date

Name: Kenneth Weatherill

**Title: Assistant Deputy Minister, Public
Safety Division**

Town of Renfrew

Date

Name

Title

I have authority to bind the Recipient

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

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

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

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

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

“Budget” means the budget attached to the Agreement as Schedule “D”.

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

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

“Event of Default” has the meaning ascribed to it in section A12.1.

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

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

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

“Indemnified Parties” means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

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

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

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

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

“Records Review” means any assessment the Province conducts pursuant to section A7.4.

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

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

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

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

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

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

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;**
- (b) procedures to enable the Recipient's ongoing effective functioning;**
- (c) decision-making mechanisms for the Recipient;**
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;**
- (e) procedures to enable the Recipient to complete the Project successfully;**
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;**

- (g) **procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and**
- (h) **procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.**

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

A3.0 TERM OF THE AGREEMENT

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

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) **provide the Recipient with Funds up to the Maximum Funds for the purpose of carrying out the Project;**
- (b) **provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and**
- (c) **deposit the Funds into an account the Recipient designates provided that the account:**
 - (i) **resides at a Canadian financial institution; and**
 - (ii) **is in the name of the Recipient.**

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

- (a) **the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A10.2;**
- (b) **the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and**
- (c) **the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.**

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

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

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

A4.5 Interest. If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

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

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

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

A5.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

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

A6.0 CONFLICT OF INTEREST

A6.1 Conflict of Interest Includes. For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

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

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

A6.2 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) **the Recipient:**
 - (i) **provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and**
 - (ii) **requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;**
- (b) **the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and**
- (c) **the Recipient complies with any terms and conditions the Province may prescribe in its consent.**

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Province Includes. For the purposes of sections A7.4, A7.5 and A7.6, "Province" includes any auditor or representative the Province may identify.

A7.2 Preparation and Submission. The Recipient will:

- (a) **submit to the Province at the address set out in Schedule "B" :**
 - (i) **all Reports in accordance with the timelines and content requirements set out in Schedule "F";**
 - (ii) **any other reports in accordance with any timelines and content requirements the Province may specify from time to time;**

- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 Records Review. The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or both of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3;
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 Cooperation. To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and

(d) carrying out any other activities the Province requests.

A7.7 No Control of Records. No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

A7.8 Auditor General. The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual, including public announcements or communications:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs;
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province and
- (d) obtain prior written approval from the Province before using any Government of Ontario or ministry logo or symbol in any communications including press releases, published reports, radio and television programs and public or private meetings, or in any other type of promotional material, relating to the Project or this Agreement.

A8.2 Notice of Project-Related Communications. Unless the Province directs the Recipient to do otherwise, the Recipient will provide written notice to the Province a minimum of 14 Business Days' in advance of all Project-related publications, whether written, oral, or visual, including public announcements or communications.

A9.0 INDEMNITY

A9.1 Indemnify. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

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

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

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage required by section A10.1; or
 - (ii) other proof that confirms the insurance coverage required by section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

A11.0 TERMINATION ON NOTICE

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

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

- (a) cancel further instalments of Funds;

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

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);
- (b) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate.

A12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;

- (b) **provide the Recipient with an opportunity to remedy the Event of Default;**
- (c) **suspend the payment of Funds for such period as the Province determines appropriate;**
- (d) **reduce the amount of the Funds;**
- (e) **cancel further instalments of Funds;**
- (f) **demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;**
- (g) **demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;**
- (h) **demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;**
- (i) **demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and**
- (j) **upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.**

A12.3 Opportunity to Remedy. If, pursuant to section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

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

A12.4 Recipient not Remediating. If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

- (a) **the Recipient does not remedy the Event of Default within the Notice Period;**
- (b) **it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or**

- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A12.5 When Termination Effective. Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

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

A14.0 FUNDS UPON EXPIRY

A14.1 Funds Upon Expiry. Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

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

A15.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds or any other amounts owing under the Agreement; or

- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 Interest Rate. The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address set out in Schedule "B".

A15.5 Fails to Pay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A16.0 NOTICE

A16.1 Notice in Writing and Addressed. Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule "B", or as either Party later designates to the other by Notice.

A16.2 Notice Given. Notice will be deemed to have been given:

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

A16.3 Postal Disruption. Despite section A16.2(a), in the event of a postal disruption:

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

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 Consent. When the Province provides its consent pursuant to the Agreement:

- (a) **it will do so by Notice;**
- (b) **it may attach any terms and conditions to the consent; and**
- (c) **the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.**

A18.0 SEVERABILITY OF PROVISIONS

A18.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A19.0 WAIVER

A19.1 Condonation not a waiver. Failure or delay by the either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

A19.2 Waiver. Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 Parties Independent. The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 Agreement Binding. All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

A22.0 GOVERNING LAW

A22.1 Governing Law. The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A23.0 FURTHER ASSURANCES

A23.1 Agreement into Effect. The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 Joint and Several Liability. Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 Other Agreements. If the Recipient:

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

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

A27.0 SURVIVAL

A27.1 Survival. The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, section A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

END OF GENERAL TERMS AND CONDITIONS

**SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

Maximum Funds	\$796,000.00 provided for the Funding Years as follows: <ul style="list-style-type: none"> • Second Funding Year (2024-25): \$398,000.00 • Third Funding Year (2025-26): \$398,000.00
Expiry Date	May 8, 2026
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$5,000
Insurance	\$5,000,000
Contact information for the purposes of Notice to the Province	<p>Name: Program Development Section, External Relations Branch, Public Safety Division Ministry of the Solicitor General</p> <p>Attention: Natalie Brull & Steffie Anastasopoulos, Community Safety Analysts</p> <p>Address: 25 Grosvenor Street, 12th Floor, Toronto, ON, M7A 2H3</p> <p>Phone: (647) 532-9298 / (437) 248-7485</p> <p>Email: Natalie.Brull@Ontario.ca, Steffie.Anastasopoulos@Ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Position:</p> <p>Address:</p> <p>Fax:</p> <p>Email:</p>
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	<p>Position:</p> <p>Address:</p> <p>Fax:</p> <p>Email:</p>
CRA Business Number	

Additional Provisions:

None

**SCHEDULE “C”
PROJECT**

The Province and Recipient have agreed that the following Project will be conducted:

Initiative summary: as outlined in the “Initiative Summary” section of the application (Schedule “I”).

Activities: as outlined in the “Activities” section of the application (Schedule “I”).

Outcomes and Performance Measures: as outlined in the “Outcomes” section of the application (Schedule “I”).

**SCHEDULE “D”
BUDGET**

The following is approved for Funds.

Funding Year 2 (2024-25)

#	Budget Item	Description	Contribution from other sources		Ministry \$ Requested (Budget)	Total
			Other Government Funding	In-Kind Donation		
PERSONNEL (e.g., salaries, benefits, and overtime)						
1	OPP Officer	Salary Community Mobilization and Auto Theft Officer	\$0.00	\$0.00	\$155,000.00	\$155,000.00
Personnel Sub-Total			\$0.00	\$0.00	\$155,000.00	\$155,000.00
Education and Awareness (e.g., community engagement, awareness and education)						
1	Education	Marketing and Educational Materials	\$0.00	\$0.00	\$75,000.00	\$75,000.00
Education and Awareness Sub-Total			\$0.00	\$0.00	\$75,000.00	\$75,000.00
TRAINING (e.g., training for officers and community partners)						
1	Training	Officer Training	\$0.00	\$0.00	\$25,000.00	\$25,000.00
2	Training	Community Training	\$0.00	\$0.00	\$25,000.00	\$25,000.00
TRAINING Sub-Total			\$0.00	\$0.00	\$50,000.00	\$50,000.00
Equipment and I&IT (i.e., to support policing operations and activities)						
1	Surveillance	equipment upkeep	\$0.00	\$0.00	\$5,000.00	\$5,000.00
2	Phones	cell phone costs	\$0.00	\$0.00	\$3,000.00	\$3,000.00
3	Stop Sticks	upkeep and replacement costs	\$0.00	\$0.00	\$2,000.00	\$2,000.00
4	Cameras	Traffic monitoring cameras	\$0.00	\$0.00	\$100,000.00	\$100,000.00
Equipment and I&IT Sub-Total			\$0.00	\$0.00	\$110,000.00	\$110,000.00
OTHER (e.g., additional costs associated with the implementation of the initiative)						
1	Bait Car	Maintenance	\$0.00	\$0.00	\$8,000.00	\$8,000.00
Other Sub-Total			\$0.00	\$0.00	\$8,000.00	\$8,000.00
Total (YEAR 2)			\$0.00	\$0.00	\$398,000.00	\$398,000.00

Funding Year 3 (2025-26)

#	Budget Item	Description	Contribution from other sources		Ministry \$ Requested (Budget)	Total
			Other Government Funding	In-Kind Donation		
PERSONNEL (e.g., salaries, benefits, and overtime)						
1	OPP Officer	Salary	\$0.00	\$0.00	\$155,000.00	\$155,000.00
Personnel Sub-Total			\$0.00	\$0.00	\$155,000.00	\$155,000.00
Education and Awareness (e.g., community engagement, awareness and education)						
1	Education	Marketing and Educational Materials	\$0.00	\$0.00	\$75,000.00	\$75,000.00
Education and Awareness Sub-Total			\$0.00	\$0.00	\$75,000.00	\$75,000.00
TRAINING (e.g., training for officers and community partners)						
1	Training	Officer Training	\$0.00	\$0.00	\$25,000.00	\$25,000.00
2	Training	Community Training	\$0.00	\$0.00	\$25,000.00	\$25,000.00
TRAINING Sub-Total			\$0.00	\$0.00	\$50,000.00	\$50,000.00
Equipment and I&IT (i.e., to support policing operations and activities)						
1	Surveillance	equipment upkeep	\$0.00	\$0.00	\$5,000.00	\$5,000.00
2	Phones	cell phone costs	\$0.00	\$0.00	\$3,000.00	\$3,000.00
3	Stop Sticks	upkeep and replacement costs	\$0.00	\$0.00	\$2,000.00	\$2,000.00
4	Cameras	Traffic monitoring cameras	\$0.00	\$0.00	\$100,000.00	\$100,000.00
Equipment and I&IT Sub-Total			\$0.00	\$0.00	\$110,000.00	\$110,000.00
OTHER (e.g., additional costs associated with the implementation of the initiative)						
1	Bait Car	Maintenance	\$0.00	\$0.00	\$8,000.00	\$8,000.00
Other Sub-Total			\$0.00	\$0.00	\$8,000.00	\$8,000.00
Total (YEAR 3)			\$0.00	\$0.00	\$398,000.00	\$398,000.00

SCHEDULE "E" PAYMENT PLAN

E.1 MAXIMUM FUNDS

The Maximum Funds to be provided by the Province to the Recipient under this Agreement is set out in Schedule "B".

E.2 PAYMENT SCHEDULE

The Funds will be provided to the Recipient according to the following schedule:

A. Second Funding Year (2024-25):

i) First instalment of the Funds for the second Funding Year: \$298,500.00 will be paid to the Recipient following the Province's receipt and approval of the Final Reports (Final Financial Report, Final Activities Report and Final Performance Measures Report) for the first Funding Year, outlined under Schedules "F" and "H".

ii) Second instalment of the Funds for the second Funding Year: \$99,500.00 will be paid to the Recipient following the Province's receipt and approval of the Interim Reports (Interim Financial Report, Interim Activities Report and Interim Performance Measures Report) for the second Funding Year, outlined under Schedules "F" and "G".

B. Third Funding Year (2025-26):

i) First instalment of the Funds for the third Funding Year: \$298,500.00 will be paid to the Recipient following the Province's receipt and approval of the Final Reports (Final Financial Report, Final Activities Report and Final Performance Measures Report) for the second Funding Year, outlined under Schedules "F" and "H".

ii) Second instalment of the Funds for the third Funding Year: \$59,700.00 will be paid to the Recipient following the Province's receipt and approval of the Interim Reports (Interim Financial Report, Interim Activities Report and Interim Performance Measures Report) for the third Funding Year, outlined under Schedules "F" and "G".

iii) Third instalment (holdback) of the Funds for the third Funding Year: \$39,800.00 will be paid to the Recipient following the Province's receipt and approval of the Final Reports (Final Financial Report, Final Activities Report and Final Performance Measures Report) for the third Funding Year, outlined under Schedules "F" and "H".

If the Province is not satisfied with the Interim/Final Reports, the Recipient may be required to provide additional documents and the Province may re-adjust the Funds. Payment amounts may vary depending on total expenditures and the reconciled amount for each Funding Year.

The Funds provided will only be used for the purposes of the Project, as set out in the Detailed Budget Sheet attached as Schedule “D” to this Agreement.

SCHEDULE "F" REPORTS

F.1 REPORTS AND DEADLINES

In accordance with A7.2 of Schedule "A" of the Agreement, the Recipient shall provide the Province with:

Interim Reports

- A. An Interim Financial Report in the form set out in Schedule "G", by November 8, 2024 for the second Funding Year and November 7, 2025 for the third Funding Year. A detailed breakdown of expenditures and copies of invoices and/or statements are to be provided for costs incurred from April 1 to September 30 for each Funding Year.**
- B. An Interim Activities Report in the form set out in Schedule "G", by November 8, 2024 for the second Funding Year and November 7, 2025 for the third Funding Year.**
- C. An Interim Performance Measures Report in the form set out in Schedule "G", by November 8, 2024 for the second Funding Year and November 7, 2025 for the third Funding Year.**

Final Reports

- A. A Final Financial Report in the form set out in Schedule "H", by May 9, 2025 for the Second Funding Year and May 8, 2026 for the Third Funding Year. A detailed breakdown of expenditures and copies of invoices and/or statements are to be provided for costs incurred from October 1 to March 31 for each funding (fiscal) year.**
- B. A Final Activities Report in the form set out in Schedule "H", by May 9, 2025 for the Second Funding Year and May 8, 2026 for the Third Funding Year.**
- C. A Final Performance Measures Report in the form set out in Schedule "H", by May 9, 2025 for the Second Funding Year and May 8, 2026 for the Third Funding Year.**

An authorized signing officer for the Recipient, verifying the accuracy of the claim, must sign all reports.

Funds as set out in Schedule “B” and “D”, must be spent by the Recipient by March 31, 2026, and all aspects of the Project must be completed by the Recipient by March 31, 2026. The Province will not accept claims for Funds which are submitted to the Province after March 31, 2026.

Meeting Date	October 8, 2024
Subject	Renfrew Police Service Board Provincial Auto Theft Grant Transfer of Responsibility
Recommendation	That Committee of the Whole recommend Renfrew Town Council authorize the Mayor and Town Clerk to execute a Memorandum of Understanding with His Majesty the King for the transfer of related assets in reference to the <i>Preventing Auto Thefts (PAT) Grant</i> , and further that staff be directed to initiate discussions with the Renfrew and Area O.P.P. Detachment Board for the remaining oversight of the project with transfer of funds.
Originator	Carolynn Errett, Town Clerk
CAO Review	I concur with the details of this report to meet the obligations of the grant received by the former police services board. Robert Tremblay – MPA CMO AOMC, Chief Administrative Officer
Financial Comment	<p>Funds are held by the Town on behalf of the previous Renfrew Police Services Board. Financial administration was provided by the Town, and an annual budget and yearly financial statements were provided by the Board.</p> <p>Grant funding awarded to Renfrew Police Services Board has been held in Trust by the Town. However, since the disbandment of the Renfrew Police Services Board, Transfer Payment Ontario has transferred all responsibilities and liabilities of the grants directly to the Town of Renfrew.</p> <p>In February 2024, funds held in Trust for the Renfrew Police Services Board were used to purchase assets related to the Auto Theft Grant. Some assets were registered directly under the Town of Renfrew as a temporary measurer.</p> <p>Charlene Jackson – Director of Finance and Corporate Services/Treasurer</p>
Committee Comment	Committee of the Whole will consider this report on October 8, 2024 with final adoption at the same meeting.
Background	The <i>Community Safety and Policing Act, 2019 (CSPA)</i> came into effect on April 1, 2024. The new legislation replaces the <i>Police Services Act (PSA), 1990</i> .

Under the old PSA model, the Town of Renfrew had a Police Services Board which oversaw how policing was provided in the community and contributed to the community's safety and well-being by working with local citizens, organizations, and the local Renfrew O.P.P detachment. Effective April 1, 2024, the Renfrew Police Services Board was disbanded and replaced with an O.P.P. Detachment Board, reflective of the new legislation.

The new Renfrew and Area O.P.P. Detachment Board, which is established by the Ministry of the Solicitor General, incorporates seven municipalities that are within the policing boundary of the Renfrew O.P.P detachment. The seven municipalities include: Township of Admaston/Bromley, Town of Arnprior, Township of Greater Madawaska, Township of Horton, Township of McNab Braeside, Town of Renfrew, and Township of Whitewater Region.

Alternatives Considered

That the Town of Renfrew refuse any involvement with the provincial grants, and request that all remaining funds be returned to the Province, and that all activities cease immediately.

Discussion

Prior to the disbandment, the Renfrew Police Services Board had three active initiatives that were funded through provincial grants: the Connection Centre, the Situation Table, and the Auto Theft Grant. The Province initially stated that all active grants would be transferred directly to the new detachment boards. However, due to recent complications identified in the legislation, the responsibilities of the grants have been transferred instead to the underlying municipality.

It is believed that due to the complexity of the Auto Theft Grant and associated liabilities, a Memorandum of Understanding (MOU) is recommended to temporarily transfer the assets to His Majesty the King, under the care of the Ontario Province Police (O.P.P.) until the term of the grant is complete, at which time the assets will be transferred back to the Town for its own use.

Additional aspects of the grant are still under review. It is recommended that staff work with the local Detachment Commander and initiate discussions with the Renfrew and Area O.P.P. Detachment Board to explore additional agreement options that will provide oversight and transfer responsibility of the initiative until its competition date of March 31, 2026, including necessary funding.

Due to the sensitive and confidential nature of the initiative, the details of the MOU will remain confidential. Should further discussion be required, it is recommended that Renfrew Town Council convene in Closed Session pursuant to the *Municipal Act, 2001, S.O. 2001, c. 25*, as it relates to Section 239(2)(k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

Respectfully submitted for your consideration.

Meeting Date	March 11, 2025
Subject	Auto Theft Grant Responsibility and Camera Installation
Road to 2035	The Town of Renfrew will ensure the safety and protection of persons and property through effective community safety programs and fire, emergency planning, bylaw enforcement, and police services. Adopt a Community Safety and Well-Being Plan as developed by the Renfrew Police Services Board.
Recommendation	That the Committee of the Whole recommends that Renfrew Town Council move forward with the obligations of the Auto Theft Grant responsibility, where applicable, in addition to the purchase, installation and monitoring of the cameras as specified in the grant, at a full cost recovery of the assets, and ongoing maintenance and service delivery of the system until such time as the grant funding has been fully depleted; and further that staff be directed to bring forward the necessary changes to the Corporate Video Surveillance Policy as required.
Originator	Carolynn Errett, Town Clerk/Manager of Legislative Services
CAO Review	<p>The activities of this grant are 100% funded by the Province. Continuation of the project which started before the Province eliminated the Police Service Boards and created Detachment Boards generated some delays in the project as there were several points of confusion as to who was ultimately responsible for the grant. If Council desires, we can continue and proceed with this grant in relation to the cameras for prevention of auto theft, at no cost to the taxpayers.</p> <p>Gloria Raybone, CPA, CA, Dipl.M.A. – Chief Administrative Officer.</p>
Financial Comment	<p>Funds were provided by the Town on behalf of the previous Renfrew Police Services Board. Financial administration was provided by the Town, and an annual budget and yearly financial statements were provided by the Board.</p> <p>Grant funding awarded to Renfrew Police Services Board has been received by the Town upon expenses paid by the Town and then submitted for reimbursement. However, since the disbandment of the Renfrew Police Services Board, Transfer Payment Ontario has transferred all responsibilities and liabilities of the grants directly to the Town of Renfrew.</p>

Assets that were purchased by the Renfrew Police Services Board through the Town of Renfrew have not been completely reimbursed for. There is an outstanding amount of \$18,524.61 that is still owed to the Town by the grant funding process.

To date the Town has received the following payments:

March 20, 2024	\$478,000.00
November 27, 2024	\$90,145.16
TOTAL REVENUE:	\$568,145.16

Expenses to date are as follows:

Other Supplies:	\$7,786.25
New Equipment:	\$283,357.07
Training & Education:	\$87,740.77
General Advertising:	\$3,605.87
Public Relations:	\$183.15
Brochures:	\$10,774.24
Contracted Services:	\$193,222.42
TOTAL EXPENSES:	\$586,669.77

DIFFERENCE OWING:	\$18,524.61
--------------------------	--------------------

Charlene Jackson – Treasurer/Director of Finance and Corporate Services.

Committee and Council Timing

To be considered on March 11, 2025 for final adoption by Council on March 25, 2025 with corresponding by-law brought forward at the same meeting and policy updates to follow.

Update from Committee of the Whole on March 11: Questions requiring answers were provided to the Town Clerk to bring forward on March 25th for further discussion by Council.

New attachments:

Appendix C – Questions and Answers from questions submitted by Staff and Council

Appendix D – Yemen Electrics Proposal and Site Locations

Background

The *Community Safety and Policing Act, 2019* (CSPA) came into effect on April 1, 2024. The new legislation replaces the *Police Services Act (PSA), 1990*.

Under the old PSA model, the Town of Renfrew had a Police Services Board which oversaw how policing was provided in

the community and contributed to the community's safety and well-being by working with local citizens, organizations, and the local Renfrew O.P.P detachment. Effective April 1, 2024, the Renfrew Police Services Board was disbanded and replaced with an O.P.P. Detachment Board, reflective of the new legislation.

Prior to the disbandment, the Renfrew Police Services Board had three active initiatives that were funded through provincial grants: the Connection Centre, the Situation Table, and the Auto Theft Grant. The province initially stated that all active grants would be transferred directly to the new detachment boards. However, due to recent complications identified in the legislation, the responsibilities of the grants have been transferred instead to the underlying municipality by the Province.

At the Regular Meeting of Council dated October 8, 2024 a report on the Renfrew Police Service Board Provincial Auto Theft Grant Transfer of Responsibility was brought forward for Councils consideration. It is believed that due to the complexity of the Auto Theft Grant and associated liabilities, a Memorandum of Understanding (MOU) was recommended to temporarily transfer vehicle assets to His Majesty the King, under the care of the Ontario Province Police (O.P.P.) until the term of the grant was complete.

As a result, the following resolution was passed:

Resolution: 24-10-15

Moved By: Councillor Legris

Seconded By: Councillor McDonald

That Renfrew Town Council authorize the Mayor and Town Clerk to execute a Memorandum of Understanding with His Majesty the King for the transfer of related assets in reference to the Preventing Auto Thefts (PAT) Grant, and further that staff be directed to initiate discussions with the Renfrew and Area O.P.P. Detachment Board for the remaining oversight of the project with transfer of funds.

It was noted at that time that additional aspects of the grant were still under review, and it was recommended that staff work with the local Detachment Commander and initiate discussions with the Renfrew and Area O.P.P. Detachment Board to explore additional agreement options that will provide oversight and transfer responsibility of the initiative until it's competition date of March 31, 2026, including necessary funding.

In conversations with the Ministry and in full review of the Grant stipulations it has been confirmed that a transfer of responsibility to the new South Ottawa Valley O.P.P. Detachment Board (formally known as the Renfrew and Area O.P.P. Detachment Board) is not possible and therefore remains the responsibility of the Town of Renfrew. Comments have been brought forward by the Township of Admaston/Bromley as to the grant being a joint venture between the two municipal police service boards, however the extent of their involvement and ownership of the assets are unknown and under investigation by the Ministry. A resolution on the matter is forthcoming from the province and does not affect the overall operations of the grant.

The second year of the three-year term comes to competition on March 31, 2025. As part of the grant obligations, there is money to be spent in regards to education, operations and oversight of the Auto Theft initiative. In full review of the grant and discussion with the local O.P.P. detachment there is a reasonable path forward for the Town to continue with a **portion** of the Auto Theft Grant as it relates to camera installations and monitoring thereof for the purposes of auto theft and police investigations. Any portion of the grant involving an O.P.P. FTE Staff as it relates to education and engagement of operations will not be initiated and any corresponding funds will be deducted from the grant as the O.P.P. is no longer able to directly staff these types of initiatives in accordance with the new legislative protocol.

Options

The options available to the Town for this position are noted below:

#1: The Town move forward with the obligations of the Auto Theft Grant responsibility, where applicable, in addition to the purchase, installation and monitoring of the cameras as specified in the grant, at a full cost recovery of the assets, and ongoing maintenance and service delivery of the system until such time as the grant funding has been fully depleted. [Includes approval of the amended Corporate Video Policy and agreement to move forward with the proposed camera installations]. If Council proceeds with this option, Council should consider creating a working group or steering committee to provide guidance and oversight to ensure future activities are spent in most responsible way possible.

#2: That the Town deny any participation in the Auto Theft Grant and return any/all unspent money to the province effective immediately.

#3: That the Town agree to move forward with the Auto Theft Grant responsibility, including the purchase of the cameras, but that more time be allocated to review the proposed list of camera locations and that further discussion be initiated over desired locations. If Council proceeds with this option, Council should consider creating a working group or steering committee to provide guidance and oversight to ensure future activities are spent in most responsible way possible.

Impact of Options

Various considerations for each of the three options are noted by option number below:

#1: Should the Town be agreeable to take on the Auto Theft Grant responsibilities formally, the Town will be required to sign the PAT Grant Agreement attached hereto as Appendix A (Initiated by the previous Renfrew Police Service Board but not signed formerly by the Town) and update the Corporate Video Surveillance with the stipulated changes (to be brought forward to Council for approval at a later date). Staff will then work with the installer to complete the necessary work identified and take on the grant reporting responsibility as outlined in the agreement. Overall the program will be supported by the O.P.P. and the camera footage will be accessed in relation to any auto theft occurrences or ongoing police investigations as specified in the attached letter (Appendix B). Any costs associated to the installation of cameras, ongoing maintenance, monitoring and service delivery of the program will be covered by the Grant, this includes utilities costs associated to powering the individual cameras. It is noted that funding has been built into the grant to cover ongoing monthly expenses for a period of four+ years, allowing the town to support the initiative until such time as the grant money is depleted, at which time the assets will be at the sole ownership of the grant recipient [Town of Renfrew and potentially Township of Admaston/Bromley depending on final Ministry ruling].

#2: Should Council not wish to participate in the Auto Theft Grant, the Town will need to issue correspondence formally denying the responsibility of the PAT Grant and return all money unspent. A grant audit will be conducted to justify any items previously purchased by the Renfrew Police Service Board and/or contracted agents. As the town was not previously involved in the purchase of any of these assets, it is

unknown as to the results of audit and/or whether these assets will need to be reallocated or sold at the direction of the province. As a local board of the Municipality, the Renfrew Police Service Board is directly under the authority of the Town, and all liabilities of the board are passed through to the Town.

#3: With all details specified in option #1, Council may additionally want to take further time to review the specified locations of the camera installs. Further discussion on the locations will not hinder the project from moving forward but could affect the overall cost associated to installation and service delivery, which may affect timelines overall for the program. However, taking this extra time to review the proposed locations does actively involve Council, and allows for desired changes to be initiated now prior to adopting and amending the Corporate Video Surveillance policy and corresponding by-law, with further changes identified down the road.

Respectfully submitted for your consideration.

4 March 2025
Town of Renfrew
127 Raglan St. S
Renfrew, ON.
K7V3A9



Subject: Access to Video Footage for Criminal Investigations

On behalf of the Ontario Provincial Police, I am writing to formally discuss the terms and conditions regarding the OPP's access to video footage from cameras installed through the Preventing Auto Theft Grant 2023-2026

As outlined in our previous discussions and the stipulations of the Grant, it is intended that the OPP has access to the video footage for the following purposes:

1. Activities directly related to the Preventing Auto Theft Grant.
2. Investigations specifically involving incidents of auto theft.
3. Any other criminal investigations where there is reason to believe that relevant information has been captured by the said camera system.

The cameras, funded by the Preventing Auto Theft Grant, will be maintained and projected to be maintained by the service provider until 2030. During this period, the OPP's access to the footage will be strictly for the purpose of supporting criminal investigations.

This collaboration is fundamental to our shared goal of reducing and preventing auto theft and related criminal activities in Renfrew. We believe that by working closely with the Town of Renfrew we can significantly enhance the security and well-being of our community.

Thank you for your continued partnership. We look forward to working closely with the Town of Renfrew in leveraging this technology to enhance public safety and secure our town.

Sincerely,

MaryAnn
MacNeil M (M)

Digitally signed by
MaryAnn MacNeil M (M)
Date: 2025.03.04 12:46:25
EST



MaryAnn MacNeil

A/Inspector – Interim Detachment Commander

Renfrew | Ontario Provincial Police

410 O'Brien Rd., Renfrew Ontario

Office: (613) 613-432-3211 | V-Net: 503-3310 | Cell: (613) 447-0964

Email: maryann.macneil@opp.ca

Auto Theft Grant – Question and Answer

Q: Who initiated the Grant/Program?

A: The Renfrew Police Service Board applied for the PAT Grant in spring 2023 with the support of Admaston Bromley's Police Service Board. Upon award, the Province, the Renfrew Police Service Board, and Admaston Bromley Police Service Board entered into an agreement effective November 22, 2023, with YEAR 1 money to be spent by March 31, 2024.

Q: Was the grant/program ever brought before Council for approval?

A: Not directly, as no formal approval was required by Town Council. The PAT Grant was established to support police services/boards in combating and preventing vehicle thefts and associated violent crimes across the province. The mandate of the initiative fit within the responsibilities of the board, and it was not uncommon for the service board to apply directly for grants.

Q: What is the extent of Admaston Bromley's role in the grant?

A: Details on this specific aspect are still under investigation. To date, conflicting information has been provided to the town. The Transfer Agreement states that a joint agreement was signed, but FULL transfer of responsibilities for Year 2 and Year 3 has been transferred to the Town of Renfrew. The Ministry is reviewing and will provide a ruling as to the extent of Admaston Bromley's claim on the YEAR 1 assets.

Q: What is the town's liability to operate the program?

A: The Ministry has confirmed that YEAR 1 of the program is complete. There is no specific responsibility to the Town with regards to this portion of the program. Assets currently purchased do not need to be returned or reimbursed but can be used in the program should the town wish to proceed with YEAR 2 & 3. The full ownership of the YEAR 1 assets is still under review by the Ministry (in relation to Admaston Bromley's claim).

An agreement between the Province and the Town of Renfrew (exclusively) has been provided for Town Council's consideration. The effective date is April 1, 2024, through to March 31, 2026 (YEAR 2 and YEAR 3). *Agreement Attached to original Report*



The agreement as written captures the full scope of the intended project. It has been confirmed that some elements of the project will not proceed due to legislative changes. Funding noted in Schedule 'D' will exclude Personnel, Education and Awareness, and Training. Reimbursement of funding is in relation to Equipment and I&IT and additional costs associated with the implementation of the initiative to a max of \$118,000.00 per year (YEAR 2 & Year 3).

Only expenses submitted will be reimbursed. Full grant funding does not need to be spent. Activity and Financial Tracking will need to be submitted in accordance with the Agreement. If the agreement is to be signed, the Town will be expected to carry out the basic component of the project, which is to put mechanisms in place to prevent vehicle thefts and associated violent crimes. These items are defined within the agreement as being surveillance, phones, cameras, etc.

Q: What is the OPP Role in the Program?

A: Due to legislative changes, the OPP will not be directly involved in the program. The 'personnel, education and awareness' component originally indicated in the scope of the project is no longer applicable. Any OPP investigations are through their own internal operations and not directly tied to the Town.

From time to time, OPP may request access to the video surveillance and will do so in accordance with Town Policy and applicable law.

Council may request restricted access to video surveillance or provide a letter of agreement/MOU for direct access.

Q: Who initiated the procurement of the assets purchased and was a procurement process followed?

A: Upon being awarded the Grant, the Renfrew Police Service Board, in conjunction with the Local Detachment OPP, initiated procurement of YEAR 1 assets. A final report for YEAR 1 expenditures was previously provided to the Ministry, who has reviewed, approved, and reimbursed. No concerns were noted by the Ministry.

Currently, in dealing with the final component of the cameras and surveillance equipment, it was noted that an initial bidding process was undertaken by the local OPP, and that the contract was awarded based on the Three-Year proposal submitted by Yemen Electric.

Q: Can the Town request an extension from the province?

A: The Ministry is not open to providing any extension to the agreement. It is believed that the Town has been provided adequate time to make its decision. The province will work with the



Town to clear up any outstanding YEAR 2 expenses (agreement for YEAR 2 only must be signed to do so).

Should the Town wish to proceed with the YEAR 2 & 3 agreement, expenses claimed for YEAR 2 up to and including March 31, 2025, can be submitted as of April 1st with an activity report to reconcile the account. Any YEAR 2 funding not utilized will be forfeited.

Q: Should the town proceed, what elements of the project would not be applicable?

A: Any reference to personnel, education and awareness, and Training. The Town is not expected to be experts in auto theft investigations, nor undertake private operations in the matter.

Q: What are the Town's Options at this point?

A: In relation to the agreement with the Province, the Town has three options:

1. Deny any further involvement with the project and forfeit the reimbursement of \$16,050.05 in expenses incurred from April 1st, 2024, to March 31, 2025 (YEAR 2) – expenditures incurred during transition time when personnel were still involved in the process and prior to the Town requesting a full stop.
2. Sign agreement for YEAR 2 only – thus agreeing to implement equipment purchased to date (YEAR 1 and 2) and move ahead with a reduced scope of the project based on funds currently assigned and assets purchased. Submit an activity and financial report from April 1, 2024, to March 31, 2025, to receive reimbursement for YEAR 2 expenses.
3. Agree to the project concept and sign agreement for the remaining YEAR 2 and 3. Council to define the scope of the project and agree to an overall implementation of the project.

Q: Costs Moving Ahead and Yearly Expenses?

A: Should Council wish to move forward with YEAR 2 & 3 of the agreement, costs can be allocated so that no expenses are incurred by the Town directly and that all expenditures are accounted for. Initial upfront costs will be reimbursed through activity and financial reporting. The contractor provides an overall plan to Council on how money will be utilized with built-in maintenance and operations allocated to ensure full project coverage for a set period of time. Ongoing expenses noted as being:

- Hydro to operate cameras
 - Internet to access remote camera sites
 - Project Coordination by contractor *Proposed Fees identified in Yemen's Cost Breakdown*
-



Q: After the 5 years – what is the annual cost to maintain?

A: Once the money allocated within the project has been exceeded, Town Council could choose to deactivate all cameras and therefore no further expenses would occur. Should Council wish to maintain operations, current electrical and internet fees would apply, as well as the host fee for the remote service access.

Current costs would be provided to Council during budget deliberation (2029 or later) to ensure Council is able to make an informed decision and continue with the initiative if desired.

Q: Can cameras be used for anything OPP as per an investigation?

A: The overall purpose of the cameras is for auto theft and associated violent crimes. The cameras will not be monitored on a regular basis and therefore will not be used for traffic control or minor offenses such as speeding. However, requests may be made by the OPP to access the footage for active operations and investigation purposes.

Through discussion, the Town can establish a policy/agreement with the OPP regarding the preferred level of access. However, overarching legislation could supersede local Town Policy if required by law.

Q: Can the Town use them in case of a lawsuit against the Town, as evidence?

A: The cameras are under the control of the Town and therefore can be used for any purposes deemed necessary. The use of surveillance equipment in public areas must be clearly identified and established through policy. The Town currently has a Corporate Camera Surveillance Policy that will need to be updated to incorporate any new cameras installed.

Q: How much data do we need for storage?

A: Based on the current specifications proposed by Yemen Electric, the Axis Remote Server is estimated to hold approximately 3-4 weeks of recordings. Data would not be retained unless otherwise downloaded.

An option is available to purchase additional storage space on the remote data site if Council so chooses.

Q: What is the estimated timeline for viewing/playback (average) and what would it mean to extend this period?

A: The system will retain footage for a minimum of 1 month. Beyond that, Council would need to decide to upgrade the hard drives in the recorders to a larger capacity.



Q: How does staff, technician, or OPP access the information? Can login be monitored/restricted?

A: The Axis Servers for each site are accessed using Axis' Secure Remote Server. This involves loading Axis' Camera Station Software onto a PC that a user will use to access the systems at each site. Each user of the system will have an individual secure login. These login credentials will be managed by an administrator. This could be an employee of the Town of Renfrew or a subcontractor. The system will keep an exportable access log for future reference.

Q: As a staff member, what is my responsibility/obligation when it comes to monitoring and maintaining the system?

A: The Axis Servers use an automated Health Monitoring System that can send an email to a designated address to notify the system administrator of issues related to each site and its components. Axis Servers and Cameras carry a 5-year limited warranty. Yemen Electric, as the contracted installer and reseller, will provide a 2-year warranty on any labor or installed cabling and hardware against normal use and defects.

Q: Does Council have to proceed with all 9 locations identified within the proposed plan?

A: The original proposal provided a project scope that incorporated nine locations with varying degrees of installation requirements. Through discussion, Council could choose to move forward with an alternative plan that incorporates different locations, different styles of cameras, and different degrees of surveillance or access.

Ultimately, should Council wish to proceed with the project and move forward with signing the agreement with the province, it is encouraged that a working group be established to develop a strategy and overall plan for the implementation of the project.



SATIE & SOUND

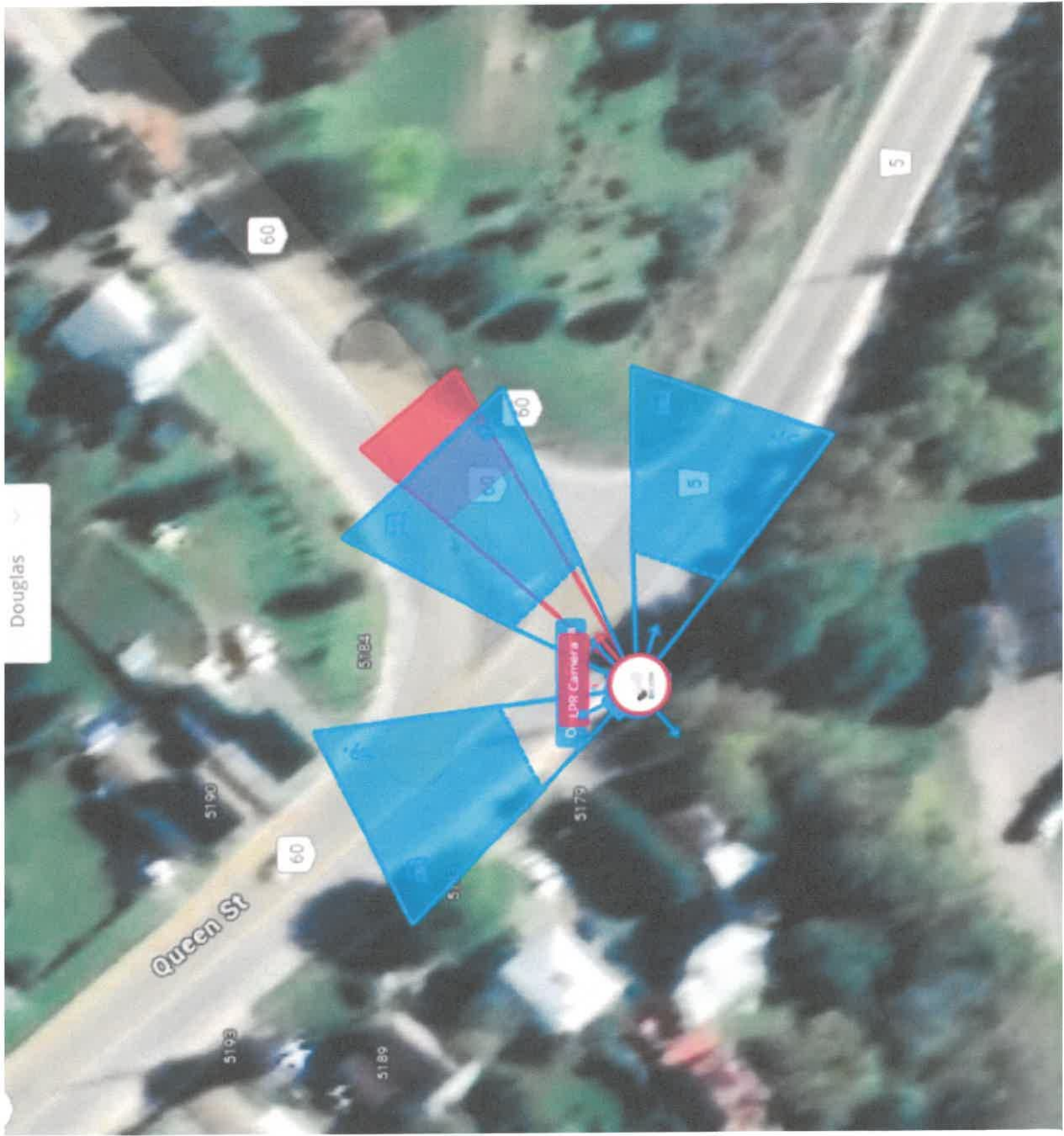
A division of Yemen Electric

613.432.5593 | corey@yemenelectric.com | 499 O'Brien Road, Unit A, Renfrew, ON K7V 3Z3
Yemen Electric is a registered trademark of Yemen Electric

Location	Remote Viewing Locations	Allowance
	Notes	
	Details	
Remote Viewing	PC's, Screens, Etc...	\$ 15,000.00
Cabling	Cat6 Network Cabling	\$ 1,000.00
Labour	Installation and configuration	\$ 4,000.00
Hydro - Installation	Use existing on site power.	\$ 2,500.00
Hydro/ESA	Nominal fees	\$ 200.00
Internet Fees	All 8 Remote Sites	\$ 76,000.00
Internet Fees	OPP Renfrew Detachment	\$ 18,000.00
Project	Permits, Permissions, Etc...	\$ 14,000.00
Coordination		
Property Owner	Town of Renfrew, Township of Admaston Bromley	\$ -
		\$ 130,700.00

Installation of Axis Camera Station Software will be required for any viewing terminal. (Town of Renfrew, Township of Admaston-Bromley, OPP Renfrew)

Location	Details	Option A - No License Plate Capture	Option B - With License Plate Capture
Location #1	Hall Avenue/Raglan St. S/Veterans Memorial Blvd. 4 Views.	\$ 15,900.00	\$ 28,300.00
Location #2	Munroe Ave/Raglan St. S. 4 Views	\$ 15,900.00	\$ 28,300.00
Location #3	Stewart St./ Bruce Street. 3 Views	\$ 15,900.00	\$ 23,100.00
Location #4	Raglan St. S/Barnett Blvd. 3 Views	\$ 20,900.00	\$ 26,600.00
Location #5	O'Brien Road/Gillan Road. 4 Views	\$ 15,900.00	\$ 28,300.00
Location #6	O'Brien Road/Whitton Roads. 3 Views	\$ 28,850.00	\$ 34,550.00
Location #7	Highway 132/Opeongo Road. 3 Views	\$ 28,850.00	\$ 34,550.00
Location #8	Douglas, ON - Highway 60/Queen St. 3 Views	\$ 28,850.00	\$ 34,550.00
Location #9	Remote Viewing Locations	\$ 130,700.00	\$ 130,700.00
		\$ 301,750.00	\$ 368,950.00



Douglas

Queen St

LD8 Camera

60

60

60

5

5

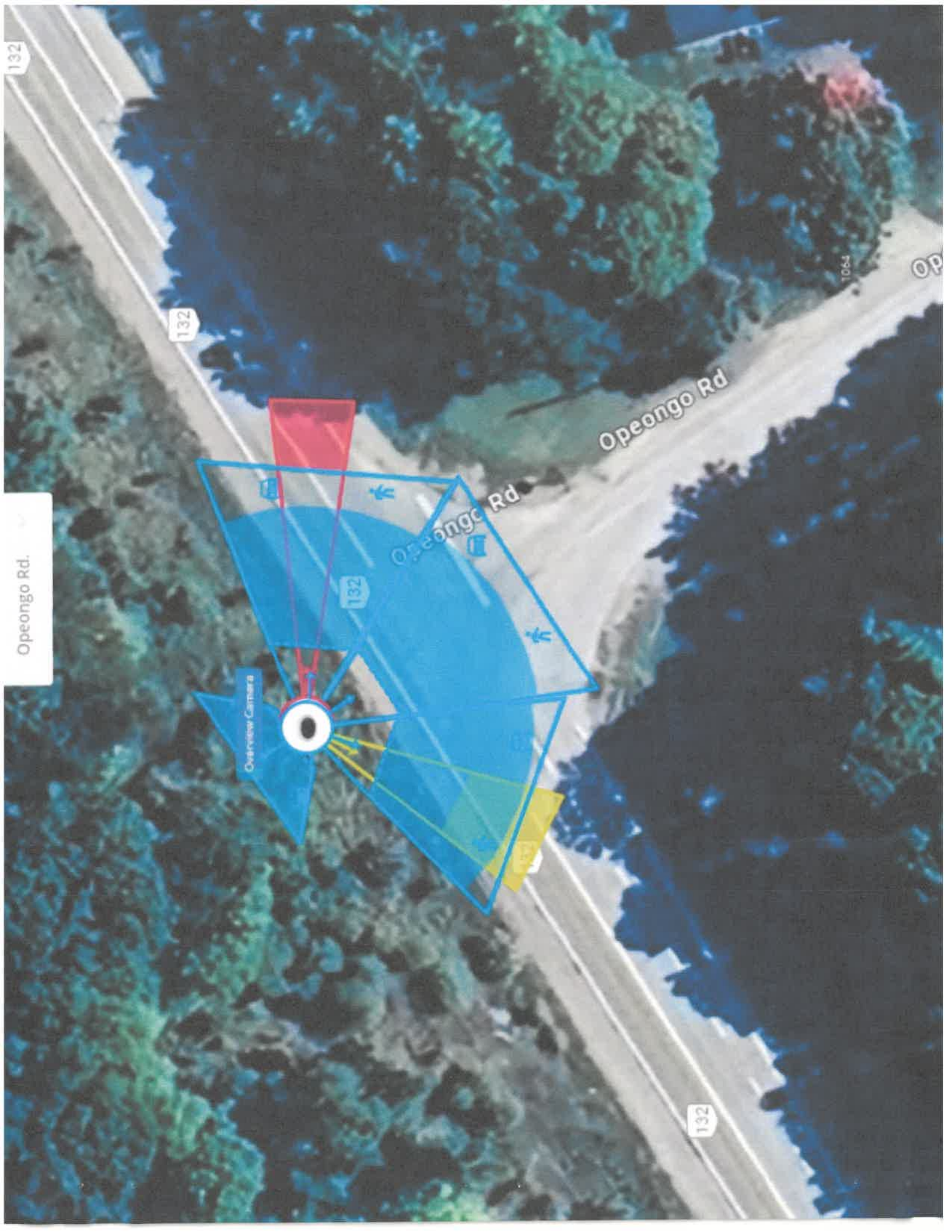
5184

5190

5179

5103

5189



132

132

Opeongo Rd

Opeongo Rd

132

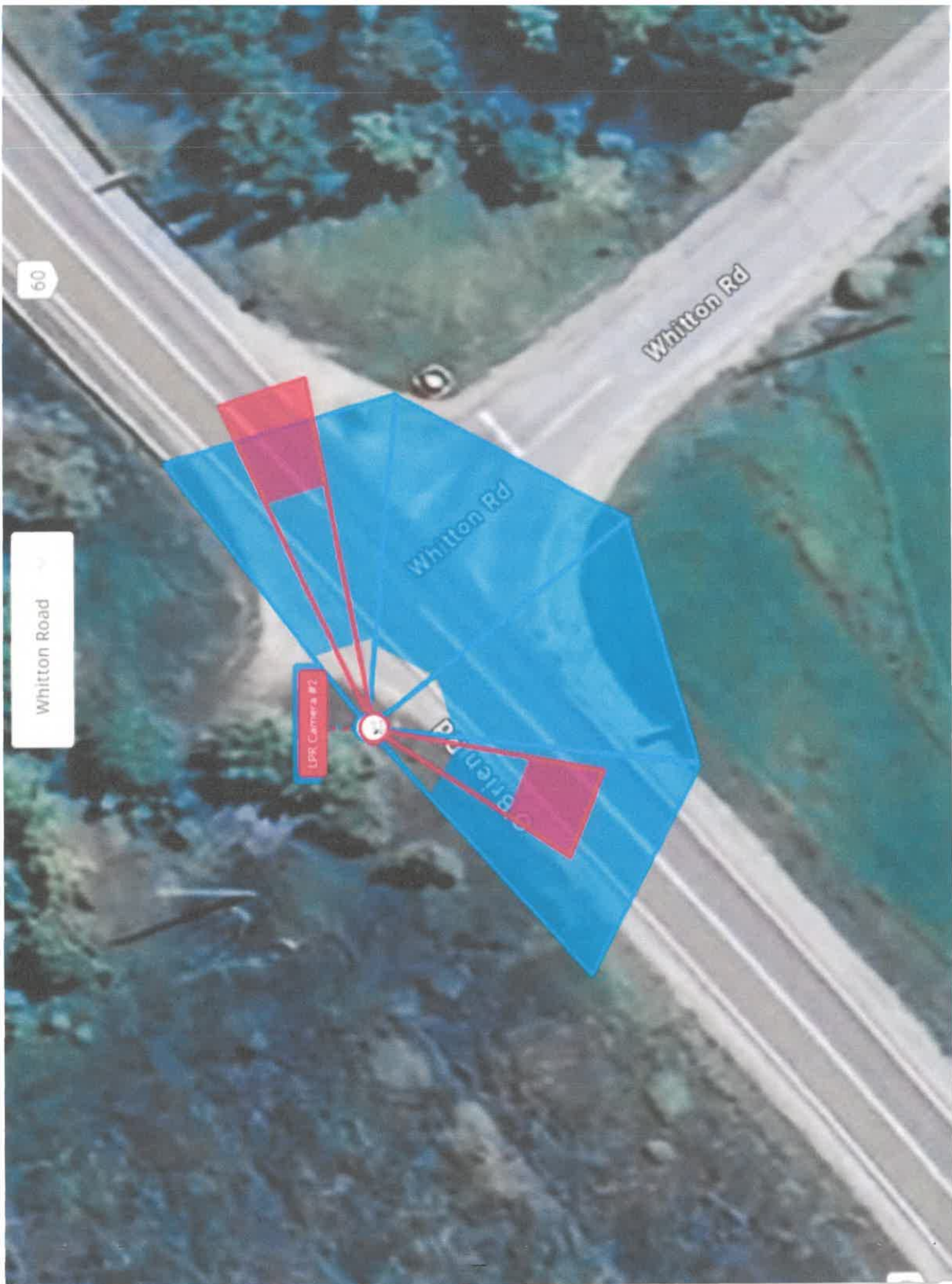
1064

OP

Opeongo Rd.

Overview Camera

132



60

Whitton Rd

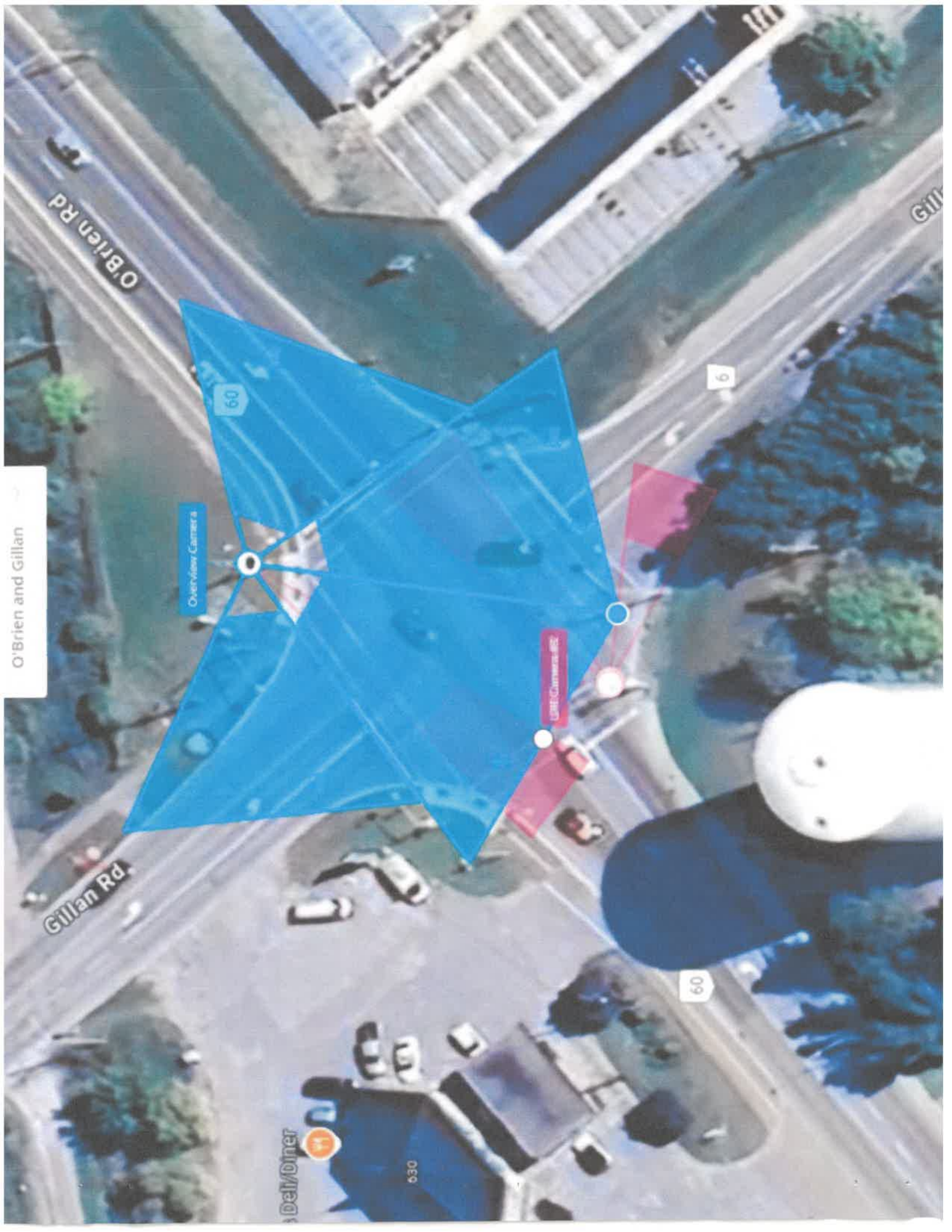
Whitton Rd

Whitton Road

LPR Camera #2

Whitton Rd

Whitton Rd



O'Brien and Gillan

Overview Camera

Light Camera

O'Brien Rd

Gillan Rd

60

6

60

DelMonter

630



Stewart St / Bruce St

20

60

Stewart

Cameron Ave

Overview Camera

LPR Camera

Tassac Ave

60

1333

127

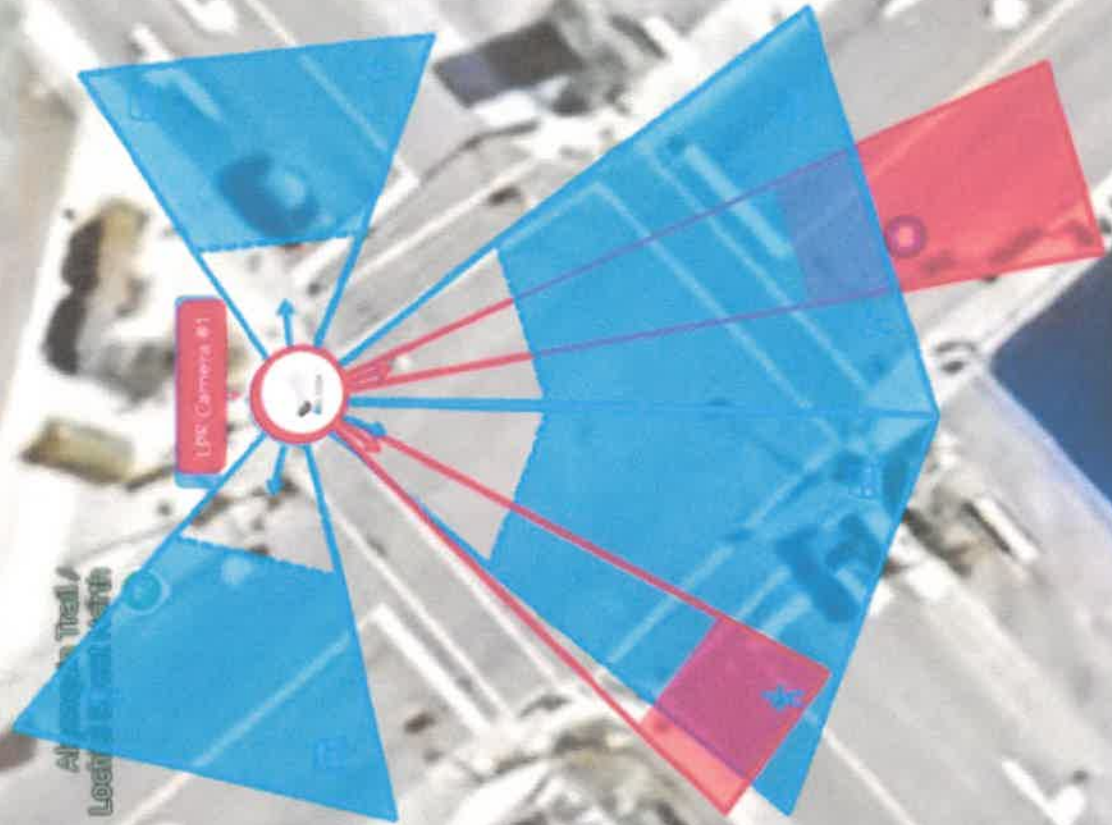
829

128

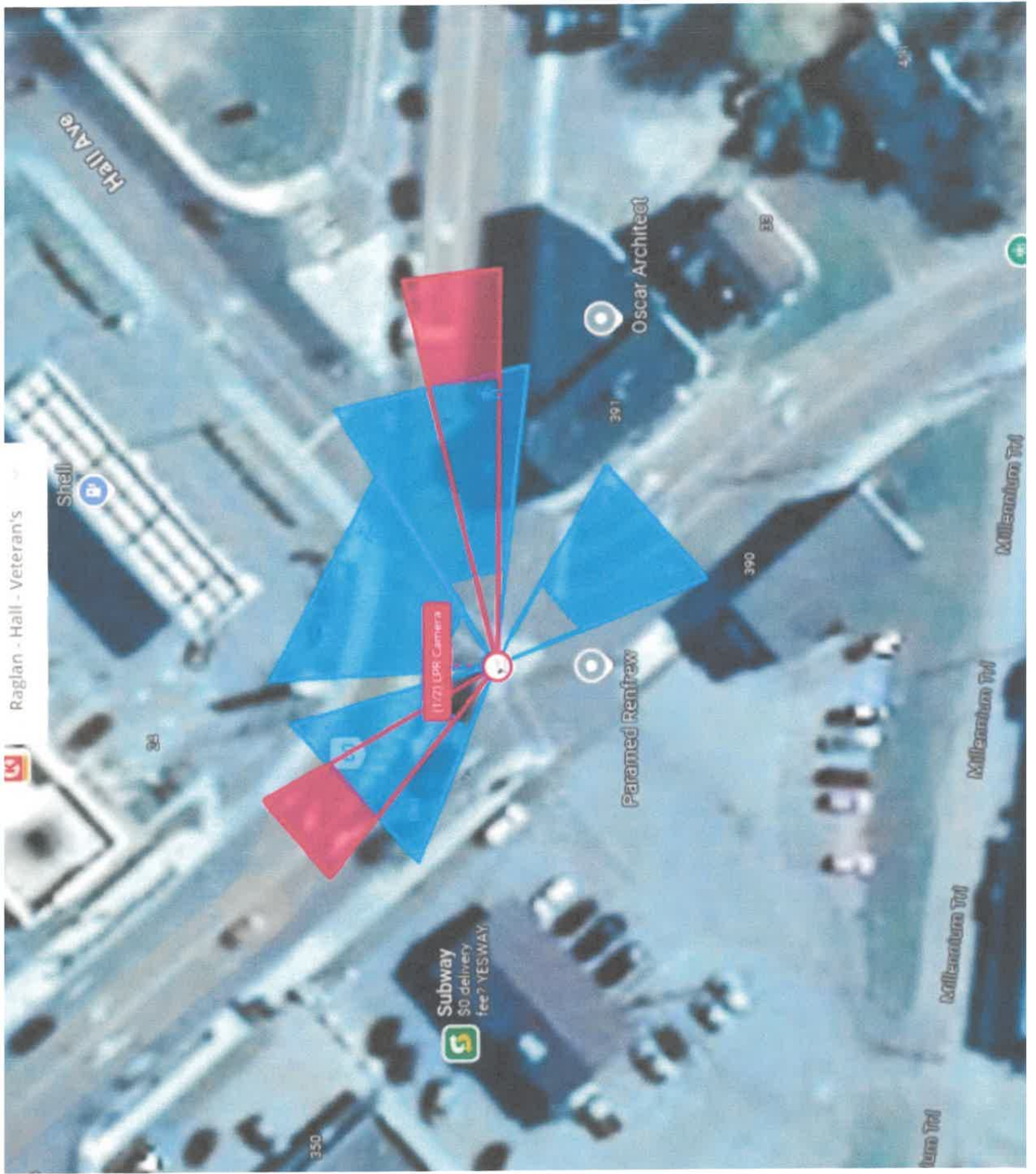
Munroe Ave.

Algonquin Trail /
Munroe Avenue

Algonquin Trail /
Lodin Street North



Good...



Raglan - Hall - Veteran's

Shell

Hall Ave

Subway
\$0 delivery
fee? YES WAY

(1/2) LPR Camera

Paramed Renfrew

Oscar Architect

350

391

390

33

Millennium Trl

Millennium Trl

Millennium Trl

Millennium Trl



Raglan

52

Barnett Blvd

Raglan St S

873

882

874

Google

Barnett Blvd.

Barnett Blvd

Raglan St S

177 Camera #1

875

848

803

52

Township of Admaston Bromley
477 Stone Road, R.R. #2
Renfrew, ON
K7V 3Z5

E-Mail [Address—info@admastonbromley.com](mailto:info@admastonbromley.com)

613-432-2885 Stone Road Office
613-432-4052 Fax

613-432-3175 Stone Road Garage
613-646-7918 Cobden Road Garage

REPORT

Date: April 3, 2025
To: Protective Services Committee
From: Fire Chief McHale
RE: Fire Hall Expansion

Background:

Throughout the past two councils, an addition to the current fire hall located in Douglas has been a topic of discussion. During the 2025 budget deliberations, it was decided by staff that we should include a budget line for the fire hall expansion in hopes to have the discussions on a new or renovated fire hall.

The past council and Fire Committee, along with retired Douglas Fire Chief, had started plans for an addition to the hall in the form of a 3-bay garage. This addition was planned to be on the same site, built beside the existing fire hall. Its purpose: to house a new piece of fire apparatus and possibly other township equipment. At this time, a grant was applied for that was believed to be able to build this addition and complete site preparations (ICIP – COVID Stream Grant). In order to get ready for this initiative a portion of Hill Street was supposed to be stopped up and closed and the property added to the Douglas Fire Hall, this was completed in 2023. Through the grant, Wren Construction was contracted and a set of engineered blueprints were completed by Dream Design Architecture. Site preparations completed were a new septic was installed. Unfortunately, the grant had a requirement that the addition be substantially built with the grant funding, that is not going to be attainable. Currently, staff are applying for a change of scope so that there is no addition built but only site preparations completed, we are still waiting to see if this will be approved.

The Ontario Fire Marshal's Office (OFM) has advised staff that the OFM does not have legislation on Fire Halls, but that Fire Departments must follow the Occupational Health and Safety Act, as well as the legislation contained within the National Fire Protection Association (NFPA) regulations, and the Building Code. Staff have reviewed these documents and note that our current fire hall needs to make some alterations in order to meet the requirements.

Discussion:

With the new cancer prevention protocols being introduced by the OFM, changes are now needed at the Douglas Fire Hall. At a protective services meeting on November 18th, of 2024 staff were tasked with putting together a partial list of needs that would bring our existing fire hall up to current standards.

Staff have been trying to quantify what it is we require. This project will require extensive funding and the list of items will be supported by legislation. Staff have begun visiting new fire halls to see how they are meeting the requirements. Staff will continue to do this to gather more information. Council had also directed at the November 2024 meeting that an Ad-Hoc Committee be formed. Staff would like to begin that process.

NFPA 1550, 1851, and 1971 are some of the legislation staff will need to adhere to for the renovation or building of a new fire hall. In addition, under the Occupational Health and Safety Act, the Firefighter Guidance Notes have recommendations. The Township is required to bring our existing hall into compliance. The legislation is also a direct correlation for cancer prevention measures as outlined by the Ministry of Labour's Cancer Prevention Checklist.

Basic needs required to make the Fire Hall in Douglas compliant:

- 2 new bays for fire apparatus
 - Bay floors with radiant heat
 - Pull through bays to assist with ventilation and getting in and out safely
 - Apparatus length floor drains
- Bunker Gear/Personal Protective Equipment (PPE)
 - Extractor and Drying Machine
 - Sealed room for PPE
 - Washer and dryer for personal clothing
- Changeroom/Washroom
 - 2 showers
 - 2 bathrooms
 - 2 changerrooms
- Fire Hall
 - Training Room
 - Office
 - Ventilation
 - Kitchen
 - New Furnace
 - New roof
 - Electrical upgrades will be required
 - New Communication Tower
 - Storage Room

Finance:

Council approved a Fire Hall Needs Analysis of \$75,000 for 2025.

People Consulted:

CAO/Clerk Charkavi

Ontario Fire Marshall

Treasurer-Deputy CAO/Clerk Coughlin

Deputy Chief Pat Donohue

Fire Chief - Killaloe, Hagarty, Richards

Fire Chief - Pembroke

Fire Chief - Rideau Lakes
Fire Chief - Augusta Maitland
Wrenovation Construction

Recommendation to Committee:

BE IT RESOLVED that the Protective Services committee receives this report as information;

AND BE IT RESOLVED that the Protective Services Committee recommends to Council to create an Ad-Hoc Committee to continue the Fire Hall Needs Analysis.

Township of Admaston Bromley
477 Stone Road, R.R. #2
Renfrew, ON
K7V 3Z5
E-Mail Address—info@admastonbromley.com

613-432-2885 Stone Road Office
613-432-4052 Fax

613-432-3175 Stone Road Garage
613-646-7918 Cobden Road Garage

REPORT

Date: April 3, 2025
To: Council
From: Fire Chief McHale
RE: Year to date Update

Background:

The following in for information purposes only

Discussion:

All dry hydrants are working well. Tested several times throughout what was a very cold winter
Will all need to be checked again after the thaw in particular the newest one at the beach location

Call alert/call dispatch changes have been completed and system is switched over. Douglas Fire now has a County unit number on each of our fire apparatus

SCBA flow testing has been completed and all units are certified

The OFM firefighter training for NFPA 1001 is being done in-house and all the trainees have started the online portion.

Douglas 9875 has had the new rear tires installed, also needs new front tires.

Douglas 9658 will be getting new front tires.

We were successful in obtaining grant money which was slated to build our second set of bunker gear.

Two sets of bunker gear will be coming due this year. Our supplier, AJ Stone, is the seller of the only bunker gear made in Canada, Innotex, so we will not be affected by any Tariffs.

Bonnechere Valley Fire Chief Daryl Wagner took 10 of the used firefighter helmets for his junior firefighter program. We are not charging for these, as they cannot be used for anything other than training.

Both Douglas 9558 and 9875 have been equipped with new scene lights. Since we have put the Milwaukee hand tools onto the trucks, it made more sense to go with a lighting system that can utilize the rechargeable batteries we already carry. These lights came in at a cheaper price than the old ones and have a much brighter, longer lasting light.

The hard hats that were ordered at the end of 2024, have been replaced by the supplier with an upgraded version at a small cost. The original purchase of a Dynamic Helmet was sup-par and certainly not up to standard. Our supplier had no problems taking them back and ordering MSA Helmets.

Renfrew County has once again been rewarded a visit by the OFM's Mobile Live Fire Training Unit (MLFTU) North Algona Wilberforce Fire had a successful site plan, and it will be in their township at the end of October. Partial scheduling is done and Douglas Fire has the unit Friday October 31st.

Bonnechere Valley Township has reached out to us in hopes of resurrecting a new first response agreement, where Douglas would be tiered first to the South East portion of their township. A coverage area has been discussed and financials and a draft agreement will follow.

Representatives from Bell attended the Renfrew County Fire Chiefs meeting via zoom, on Wednesday March 5th. They have put together a proposal to take over the 911 dispatch for the County.

Finance:

The tires and lights have been budgeted for

The hard hats came in under budget last year and the increase was still covered

Recommendation to Council:

BE IT RESOLVED that council receives this Fire Department Report as information.

Township of Admaston Bromley
477 Stone Road, R.R. #2
Renfrew, ON
K7V 3Z5
E-Mail [Address—info@admastonbromley.com](mailto:info@admastonbromley.com)

613-432-2885 Stone Road Office
613-432-4052 Fax

613-432-3175 Stone Road Garage
613-646-7918 Cobden Road Garage

REPORT

Date: April 3, 2025
To: Protective Services Committee
From: Fire Chief McHale
RE: Douglas 9658 Repairs

Background:

At our weekly fire practice on March 10th, the crews were deployed to test the working conditions of the dry hydrants at both the Mount Saint Patrick Road location and the Egan Line Location. Douglas unit 9658 experienced issues involving the operations of the water supply through the unit while attempting to draft from the hydrant and pumping water through the internal workings of the unit.

Discussion:

Upon returning to the fire hall, inspection was done on the unit and it was determined that the main manifold that directs water from the pump and out into the selected lines, had suffered a catastrophic breakdown. Although this did not render the truck as inoperable, it would definitely hinder pumping abilities to almost a zero level, as water was escaping from a large hole in the manifold, therefore effecting both flow and pressure on the attack lines.

Staff sent a message to Battleshield Industries, our local repair and supply company and they were capable of doing the repairs and also provide a rental apparatus at a cost. Mayor Donohue and the Treasurer-Deputy CAO/Clerk were notified of the issue. As this was considered an emergency the repair and rental were approved.

Staff were able to get the proper documentation to Battleshield and procured the rental unit for our Fire Department.

On March 13th, staff made the switch of the trucks, and as much of our tools and gear that we could possibly fit onto this apparatus was done so and an impromptu practice was held to go over the workings of the truck and where the tools and radios would be stored.

Finance:

The quote from Battleshield to fix both manifolds is \$9000.00
Rental for the truck is \$1000.00/week
Replacement of the check valve on the foam system \$2846.00
Fuel and time in dressing and undressing the trucks

Repairs of this amount were not expected nor budgeted for in the 2025 budget. Repairs for this truck will be over budget, however other fire equipment repairs may not.

People Consulted:

Mayor Michael Donohue
CAO/Clerk Charkavi
Treasurer-Deputy CAO/Clerk Coughlin
Deputy Fire Chief Pat Donohue
Captain Pat Rowan
Battleshield Industries

Recommendation to Committee:

BE IT RESOLVED that Committee receives this report as information and an update regarding repairs needed immediately to the Douglas Fire Truck 9658 to maintain operation standards.