



The following *draft* Minutes of the meeting of the Toronto Police Services Board held on December 11, 2003 are subject to adoption at its next regularly scheduled meeting.

The Minutes of the special meeting held on October 30, 2003 and the regular meeting held on November 13, 2003 previously circulated in draft form were approved by the Toronto Police Service Board at its meeting held on December 11, 2003.

MINUTES OF THE PUBLIC MEETING of the Toronto Police Services Board held on **DECEMBER 11, 2003** at 1:30 PM in the Auditorium, 40 College Street, Toronto, Ontario.

PRESENT: **A. Milliken Heisey, Q.C.**, Acting Chair
John Filion, Councillor & Member
Benson Lau, M.D., Member
Pam McConnell, Councillor & Member
Case Ootes, Councillor & Member

ALSO PRESENT: **Julian Fantino**, Chief of Police
Albert Cohen, City of Toronto - Legal Services Division
Deirdre Williams, Board Administrator

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 11, 2003**

**#P335. APPOINTMENTS TO THE TORONTO POLICE SERVICES BOARD &
SWEARING-IN**

The Board was in receipt of the attached correspondence, dated December 08, 2003, from Ulli S. Watkiss, City Clerk, with respect to the appointments of City Councillors John Filion, Pam McConnell and Case Ootes to the Toronto Police Services Board.

The Board received the foregoing correspondence. Mr. A. Milliken Heisey, Q.C., a Commissioner of Oaths, administered the oath of office and oath of secrecy to each of the new Board members.



City Clerk's Office

Secretariat
Helen Smith
Striking Committee
City Hall, Main Floor, West
100 Queen Street West
Toronto, Ontario M5H 2N2

Ulli S. Watkiss
City Clerk

Tel: 416-392-0146
Fax: 416-392-2983
e-mail: hsmith@toronto.ca
Web: www.toronto.ca

December 8, 2003

Toronto Police Services Board
40 College Street, 7th Floor
Toronto, Ontario
M5G 2J3


Chair and Members, Toronto Police Services Board:

This is to advise that Toronto City Council, at its meeting held on December 2, 3 and 4, 2003, in adopting, as amended, Clause No. 1 of Report No. 1 of the Striking Committee, entitled "Appointment of a Member of Council as the Deputy Mayor Pursuant to Municipal Code Chapter 27, Council Procedures, and Appointments of Members to Standing and Other Committees", appointed members to the Toronto Police Services Board.

As the Mayor chose not to be a member of the Board during this half-term of Council, Council appointed another Member by resolution for a total of three Members of Council, in accordance with the *Police Services Act*. Council appointed the following Members for a term of office expiring May 31, 2005 and until their successors are appointed:

Councillor John Filion councillor_filion@toronto.ca	Suite B36 2nd Floor, City Hall Telephone: 416-392-0210 Fax: 416-392-7388
Councillor Pam McConnell councillor_mcconnell@toronto.ca	Suite A7, 2nd Floor, City Hall Telephone: 416-392-7916 Fax: 416-392-7296
Councillor Case Ootes councillor-ootes@toronto.ca	Suite C45, 2nd Floor, City Hall Telephone: 416-392-4032 Fax: 416-392-4123

Yours truly,


for Ulli S. Watkiss
City Clerk

Helen Smith/hls

c. Appointees
Indexer and Researcher, City Clerk's Office

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 11, 2003**

#P336. ELECTION OF ACTING CHAIR AND ACTING VICE-CHAIR

Given that there was no Chair or Vice-Chair of the Board, the Board Administrator requested nominations for the position of Acting Chair and Acting Vice-Chair for the period between December 11, 2003 and January 22, 2004 which is the recommended date for the first meeting in 2004.

Dr. Benson Lau nominated Mr. Alan Heisey for the position of Acting Chair and Councillor Case Ootes nominated Dr. Lau for the position of Acting Vice-Chair. There were no further nominations.

The Board approved the foregoing.

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 11, 2003**

#P337. INTRODUCTIONS

The following members of the Service were introduced to the Board and congratulated on their recent promotions:

Staff Inspector Daniel Hayes
Staff Sergeant Ted Cook
Staff Sergeant Stanley Ellis
Staff Sergeant Stephen Irwin
Staff Sergeant John Loughlin
Staff Sergeant David Malcolm
Staff Sergeant Paul Miller
Staff Sergeant Bruce Morrison

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 11, 2003**

**#P338. TORONTO POLICE ASSOCIATION – ENDORSING CANDIDATES FOR
ELECTED OFFICE**

The Board was in receipt of the following report DECEMBER 01, 2003 from Gloria Lindsay Luby, Acting Chair:

Subject: TORONTO POLICE ASSOCIATION - ENDORSING CANDIDATES FOR
ELECTED OFFICE

Recommendation:

It is recommended that the Board receive the following report.

Background:

At its meeting on November 13, 2003 the Board adopted a series of motions with respect to the Toronto Police Association and the endorsing of candidates for elected office (Min. P310/03 refers).

Board Direction

THAT the Board send correspondence to the Minister of Community Safety & Correctional Services requesting that the province review the legislation pertaining to political activity immediately and establish very clear legislation which will apply to all police services boards and police associations across the province.

Action

A letter dated November 19, 2003 was forwarded to the Minister of Community Safety and Correctional Services.

Board Direction

THAT the Board release the conclusions of the two legal opinions it received on whether or not police officers who are elected as members of the Board of Directors of the Toronto Police Association are considered to be police officers during the terms of their appointments to the Board of Directors; and whether they are permitted by the Police Services Act to endorse candidates for elected office.

Action

The conclusions were the subject of a media release dated November 21, 2003. A copy of the conclusions of the legal opinions is appended.

Board Direction

THAT the Board amend its Code of Conduct so that, in future, the elected members of the Board cannot seek or accept the endorsement of the Toronto Police Association.

Action

The new policy is appended for information.

Board Direction

THAT the Board send a recommendation to the City of Toronto, through the Administration Committee, that the Code of Conduct governing members of Council be amended so that, in future, members of Council cannot seek or accept the endorsement of the Toronto Police Association.

Action

This motion was forwarded to the City of Toronto's Administration Committee by way of letter dated November 19, 2003.

Board Direction

THAT the Board request Mr. Albert Cohen, City of Toronto – Legal Services Division, to provide a report to the Board for its next meeting on a course of action to pursue in order to receive an interpretation of the Police Services Act and Ontario Regulation 554/91 from the courts on whether members of the Executive Board of Directors of the Toronto Police Association are police officers and are prohibited from endorsing candidates for elected office.

Action

City Legal is preparing a confidential report for the Board's consideration.

The confidential report from City Legal referred to above was considered by the Board during the in-camera portion of the meeting (Min. No. C236/03 refers).

The Board was also in receipt of correspondence, dated December 02, 2003, from The Honourable Monte Kwinter, Minister of Community Safety and Correctional Services, responding to the Board's earlier request for the establishment of clear legislation regarding political activity. A copy of the Minister's correspondence is appended to this Minute for information.

The following persons were in attendance and made depositions to the Board:

- **Mr. Rick McIntosh, President, Toronto Police Association ***
- **Mr. Paul Copeland & Mr. Howard Morton, The Law Union of Ontario ***

*** written submissions also provided; copies are on file in the Board office.**

The written submission from The Law Union of Ontario included a chronological record, prepared by the Law Union, identifying dates of reports and decisions related to the Toronto Police Association's endorsements of candidates. Mr. Copeland referred to a September 29, 2000 confidential report that was sent by the Chair, Toronto Police Services Board, to Toronto City Council entitled "Police Officers Endorsing Political Candidates in Municipal Election". Mr. Copeland expressed his interest in obtaining a copy of the September 29, 2000 confidential report.

The Board approved the following Motions:

- 1. THAT the deputations and written submissions be received;**
- 2. THAT the Board defer consideration of the December 01, 2003 report from the Acting Chair and the December 02, 2003 correspondence from the Minister of Community Safety & Correctional Services to the Board's January 22, 2004 meeting; and**
- 3. THAT the Board review a copy of the September 29, 2000 confidential report sent by the Chair, Toronto Police Services Board, to Toronto City Council and, following that review, determine whether it will release copies of the report, or portions of the report, publicly.**



Toronto Police Services Board

www.torontopoliceboard.on.ca

For immediate release

Friday November 21, 2003

Toronto Police Services Board Releases Legal Conclusions

Toronto: At its meeting held on November 13, 2003, the Toronto Police Services Board agreed to release the conclusions of the two legal opinions it received on whether or not the Board of Directors of the Toronto Police Association are permitted by the Police Services Act to endorse candidates for elected office.

The legal conclusions are available on the Board's website www.torontopoliceboard.on.ca

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Contact: Cindy Harrison
416-808-8090



Toronto Police Services Board

www.torontopoliceboard.on.ca

Legal Conclusion #1 - Mr. Michael Hines of Hicks Morley Hamilton Stewart Storie

Mr. Michael Hines of Hicks Morley Hamilton Stewart Storie, in an opinion dated September 13, 2000 concludes that endorsement of candidates by the Association and/or members of the Association's executive is prohibited by Section 46 of the Police Services Act. Further, Mr. Hines concludes that although in accordance with the Collective Agreement the executive of the Association are on leaves of absence from the Police Service, they remain subject to the Code of Conduct under the Police Services Act and are subject to the lawful direction of the Chief of Police.

The opinion also indicates that there are Charter of Rights and Freedoms issues; however, it was considered likely that the Act and Regulation would be upheld as being consistent with the Charter.

Legal Conclusion #2 - Mr. Ronald Manes of Torkin Manes Cohen Arbus

In an opinion dated September 26, 2000, Mr. Ronald Manes of Torkin Manes Cohen Arbus, concluded that the Police Services Act and its Regulations prohibit endorsement of candidates by the Police Association. Although the legislation does not explicitly discuss police associations, it would be contrary to the purpose of the legislation to allow associations greater latitude to participate in political activities than that provided to individual officers, the Chief or the Board.

The opinion mentions that there are Charter of Rights and Freedoms issues that could only be resolved by the courts.

TORONTO POLICE SERVICES BOARD

POLICY AND DIRECTIONS

TPSB POL - 009

Board Members – TPA Endorsements

<input checked="" type="checkbox"/>	New
<input type="checkbox"/>	Amended
<input type="checkbox"/>	Reviewed – No Amendments

Board Authority: BM#P310/03

Board Authority:

BOARD POLICY

It is the policy of the Toronto Police Services Board that elected members of the Board cannot seek or accept the endorsement of the Toronto Police Association.

REPORTING: N/A

LEGISLATIVE REFERENCE

Act	Regulation	Section
Police Services Act R.S.O. 1990 as amended		46
	Ontario Regulation 554/91 Political Activities of Municipal Police Officers.	

BOARD POLICIES:

Number	Name
POL 005	Board Members – Code of Conduct
POL 006	Complaints Against Board Members
POL 008	Board Members – Training Required

BOARD OFFICE PROCEDURES:

Number	Name

SERVICE PROCEDURES: Refer to service procedures.

**Ministry of Community Safety
and Correctional Services**

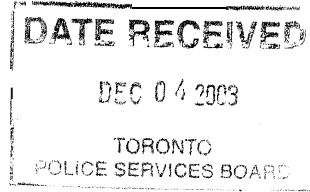
Office of the Minister

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**Ministère de la Sécurité communautaire
et des Services correctionnels**

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CU03-00545

DEC 02 2003

Mr. A. Milliken Heisey, Q.C.
Acting Chair
Toronto Police Services Board
40 College Street
Toronto ON M5G 2J3

Dear Mr. Heisey:

Thank you for your letter of November 19, 2003, concerning the issue of political activity of police officers.

As you are aware, I am already on record with the media as saying that there should be a separation of political activity and policing. It also appears from media reports that the City of Toronto Legal Services has offered an opinion on this issue.

At this time, I am not in a position to comment on the current political activity regulation for police officers. I have asked the ministry's Policing Services Division to continue their discussions, so that I may hear from all stakeholders on this issue. Therefore, I would encourage the Toronto Police Services Board to forward to this ministry the board's views and concerns regarding this topic.

Again, thank you for bringing this matter to my attention.

Sincerely,

A handwritten signature in black ink, appearing to read "Monte Kwinter".

Monte Kwinter
Minister

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 11, 2003**

**#P339. OCCURRENCE RE-ENGINEERING PROJECT UPDATE & EXTENSION
OF TECHNICAL SERVICES**

The Board was in receipt of the following report NOVEMBER 28, 2003 from Julian Fantino, Chief of Police:

Subject: OCCURRENCE RE-ENGINEERING PROJECT UPDATE AND EXTENSION
OF TECHNICAL SERVICES

Recommendation:

It is recommended that:

1. the Board receive the update on the Occurrence Re-engineering (eCOPS) project – including proposed implementation timelines for the remaining phases, the budget details (budget of \$14.3 million, projected expenditure of \$14.6 million), the early business benefits (annualized \$1 million savings), and projected annualized savings (\$5.7 million on completion of the project in 2004); and
2. the Board approve the extension of technical support services for the period January to December 2004 from the following companies to complete the development, deployment, post-implementation support, and for ongoing maintenance costs of the Occurrence Re-engineering (eCOPS) application:

IBM Canada Ltd.	\$460,100 including taxes
Interactive Computer Software	\$256,800 including taxes
Allstream (formerly Montage)	\$385,200 including taxes
RCM	\$428,000 including taxes
Fujitsu Consulting	\$122,000 including taxes
Total	\$1,652,100 including taxes

(This total includes \$1,026,800 for development, deployment, and post-implementation support; and \$625,300 for ongoing maintenance.)

Background:

This report will provide a detailed overview of the project, and a report on the current status, including timelines for implementation of the remaining functions, and budget status.

At its meeting on June 19, 2003 (Board Minute #P169/03 refers), the Board was advised that the eCOPS application would be delivered through four phases:

- Phase I (basic desktop functionality in Corporate Information Services and the Central Alternate Response Unit): 3Q2003
- Phase II (Service-wide occurrences on the desktop): 4Q2003
- Phase III (Service-wide deployment of all remaining desktop functionality – Arrests, Case Management, Warrants): delivery timing pending analysis
- Phase IV (Mobile functionality): delivery timing pending analysis

Also at this meeting, it was reported that “Additional funding will be needed in 2004 to complete phases III and IV and also to provide any application support required. The amount of additional funding needed will be identified after a review of deployment options. Once this review is complete, the Board will be provided with another update and a request to approve the additional funds needed for Phases III and IV”.

This report provides background on the project, outlines the successful progress on Phases I and II as listed above, and documents the plans for remaining phase implementation. Additional funding requirements are included for the Board’s review and approval.

The Occurrence Re-engineering project was initially approved by the Board in March 1997 (Board Minute #P107/97 refers) as a Capital Budget initiative. This business case projected the elimination of 139 clerical positions through the implementation of an effective Records Management System (RMS). Automatic updates to CPIC (Canadian Police Information Centre) and UCR (Uniform Crime Reporting) would eliminate duplicate and triplicate data entry, as well as labour intensive coding and classification work. Further functionality would include integrated occurrence management, arrest processing and a case preparation system. Additional benefits anticipated included improved crime analysis capability, same day availability of occurrence records, and direct entry of information by front line officers.

At the time, it was assumed that a commercial product could be found to meet the business requirements. The cost to acquire and implement such a product was estimated at \$8.8 million plus additional internal effort equivalent to 55 person years. The Return on Investment (ROI) resulting from the staff reduction was estimated at \$4.8 million annually (net of operating budget impact). The capital budget for this project was initially approved by the City as part of the 1997 – 2001 Capital program, totalling \$8.8 million and internal effort has been funded in the annual operating budget within Information Technology Services’ (ITS’) base budget.

The City subsequently put the project on hold pending a review as part of an independent technology review of Emergency Services technology in the new City. The City gave approval to proceed late in 1998.

Decision to Buy a Commercial Product versus Build a Service Specific Solution:

Initially, the Toronto Police Service worked collectively with seven regional Police Services, the Ontario Provincial Police (OPP) and the Royal Canadian Mounted Police (RCMP) in the preparation and issuance of a Request for Proposal (RFP) in search of a standard RMS solution. This partnership, known as the Common Police Environment Group (CPEG), was formed for the purpose of sharing both costs and information among other police services through a common

Records Management System. There were two submissions received for this RFP, neither of which complied with the Service mandatory requirements. These requirements included the ability to scale to a large organization, and staff reductions through elimination of coding and duplicate entry of occurrence data. In September 1998, the Service withdrew from the common RMS initiative, as had the OPP and the RCMP. The Service then considered three other options:

1. Examine the Integrated Justice Project (IJP) decision and resulting direction.

The objective of the IJP initiative was to create a modern, more efficient, and integrated justice system in Ontario. The project involved a major transformation of the justice system including the re-engineering of business processes, and the development of new police, court, prosecution, corrections, parole and probation systems. As part of this, the IJP issued an RFP to select a new Records Management System for the OPP. This resulted in product bids for which the Service had also conducted previous evaluations. It was determined that the available software packages would not allow the Service to meet the desired business case.

2. Examine the success of other large Police Services in the use of third party commercial RMS products.

The Service undertook a technology search throughout North America, looking at installed Records Management Systems, for a robust, high function and high volume system. The Service visited several police agencies (including Ottawa, Winnipeg, Oklahoma City, and Baltimore) to assess their implemented RMS systems and their future plans in this respect. In addition, the Service phoned several large agencies, including New York, Chicago, and Los Angeles. In most cases, the larger police services opted to proceed toward development of an RMS rather than the purchase of a commercially available product solution. Although RMS products were successful within smaller police services, the larger police services found that they were lacking in functionality (e.g. case management functions) or had major deficiencies in relation to their ability to scale to the needs of a large concurrent user environment.

As well, Service staff assessed the products and future plans of the three major commercial RMS vendors. The evaluation process identified several areas of major concern in which these products did not meet the requirements of the Service. The evaluation concluded that the available products were not suitable for the Service. Issues such as divergent database, scalability of the various systems, unique functionality, mobile workstation compatibility and full integration with CPIC and UCR were identified. Consequently, the business case would not be achieved.

3. Build on the success of the internal CIPS (Criminal Information Processing System).

In mid 1999, the Service was facing a decision on whether to build its own solution, or stop the project. The Service recognised that there are extremely high risks with any large software development project. These risks include ever changing technologies, need for appropriate expertise, and the possibility of business changes during the project life cycle. However, the Service took the decision to proceed after considering the following:

- The annual ROI of \$4.8M, the operational benefit to front line policing, and the improved crime management capability were collectively highly compelling (a high risk, high return project);
- CIPS represented approximately 30% of the overall requirements, and had several years of extremely high acceptance and use in the Service. The additional business requirements beyond CIPS such as those related to occurrence reporting were well understood;
- The project could be delivered within the approved Capital budget in addition to the assistance of ITS staff who were to be assigned to the project and planned technology replacement programs in the base budget to fund hardware requirements. It was also recognized that the project would require extensive use of expert external resources for project management, technical architecture, and software development.

Project Plan

The Service embarked on a three-year software development project to build an enterprise Case and Occurrence Processing System (eCOPS). The scope of work was as follows:

- Develop a “cruiser to courts” integrated information system designed for uniform officers that would enable one-time data entry (and reuse of data) from first contacts through to the filing of crown briefs to the courts. This includes reporting occurrences, arresting suspects, booking prisoners, warrants, case preparation, and case tracking.
- Design business rules into the system for the automatic coding of CPIC and UCR information.
- Design business rules into the system to ensure high integrity in the quality of data in police reports.
- Engineer a design specifically for wireless computing, in order that officers on the road can access information, keeping in mind that wireless data networks, unlike land based networks, have significant constraints on capacity.

The Board was informed of the build decision at its meeting of May 20, 1999 (Board Minute #P211/99 refers). Further, at its Board meeting of November 23, 2000 (Board Minute #P492/00 refers), the Board was informed that production rollout was targeted to complete in Q2 2002.

The resourcing plan was to apply equal numbers of contract staff (55 person years) and internal staff (55 person years) over the three years in order to provide the total estimated resources required, and to remain within the approved capital budget of \$8.8M. The resourcing estimate was based upon the Service’s experience in building CIPS during the mid 1990s.

Project Challenges and Solutions

As anticipated, many challenges were encountered. Four significant challenges (in addition to the buy versus build decision) have confronted the management team over the duration of the project.

1. The planned contribution of internal permanent staff fell far short as a result of our inability to attract and retain specialised staff. Over the duration of the project, Service compensation levels for Information Technology “hot” skills (e.g. Java programming language expertise) fell short of market conditions in the GTA. This was confirmed by a Hayes Management study of all Service information technology (IT) technical positions. In order to mitigate this issue, the Service used the unused salary dollars from vacant IT positions to acquire contract staff (at a higher rate than internal staff). This challenge resulted in ongoing schedule and budget pressures. The issue of “hot” skills was incorporated in the Board’s submission for the 2000 Board / Toronto Police Association Bargaining. However, during negotiations, both sides agreed to drop this issue.
2. The ITS management team made a strategic decision to adopt contemporary technologies on which to build the new application. These were recent technologies such as IBM’s Websphere Application Server and MQSeries, Java, XML, etc. Using these technologies would optimise the application longevity and long term supportability. However, this decision also introduced new technical complexities for existing staff, who were unfamiliar with these new technologies. Moving away from 1990’s technologies into much more powerful and flexible technology being adopted by an increasing number of top performing organisations in many industries (e.g. the banks), brought with it a learning curve. This also resulted in ongoing schedule pressures.
3. The known capacity and performance limitations of available commercial radio data networks at the time necessitated many design considerations within the eCOPS software itself in order to be able to continue to deliver on the business case (e.g. the ability to continue working on the system while out of network range). In the second quarter of 2001, it was decided to acquire a high-speed spread-spectrum network to ensure that heavy loads of data could be easily transmitted without impacting high-priority CAD (Computer Assisted Dispatch) transmissions on the Radio Data Network (RDN). The spread-spectrum network, also referred to as DPLN (Divisional Parking Lot Network) was acquired as part of the Mobile Workstation project (Board Minute #P221/01 refers). A DPLN network (which is a line of sight network) would be installed at 25 key Service locations, including all Divisions. As a vehicle approached its home Division, the lower capacity RDN network would automatically hand off to the high-speed DPLN network for the transfer of large amounts of data to or from the Service’s information systems. This also provided a mechanism to rapidly distribute software upgrades using the automated software distribution software previously acquired by the Service. The project to implement this completed in December 2002.
4. A feasibility study on data migration identified that due to differences in data structures, it would cost approximately \$2 million to convert data from the existing systems into the new system. This was funding that the project could not afford. Although out of scope, the project’s steering committee approved a decision to develop a tool (estimated at approximately \$300,000) that would enable officers to search the legacy systems and allow the Service to avoid the \$2 million data migration effort. This tool, named Unified Search, offered the added benefit of providing officers much broader and simpler access to all police systems, specifically:

- COPS (Computerised Occurrence Processing System – the legacy records system)
- MANIX (Master Name Index system – a legacy system containing investigative contacts)
- RIC (Repository for Integrated Criminalistic Imaging – mugshots)
- CIPS (Criminal Information Processing System – arrest processing and case tracking)
- CPIC (the Canadian Police Information Centre system)
- MTO (Ministry of Transportation vehicle and driver records).

Rather than an officer having to log into each application and key in their query, they can now log into a single system, enter the query once, and receive back all relevant information from Unified Search. In addition to the ease of simultaneously accessing multiple databases from a single search, Unified Search offers investigative tools not otherwise available such as “sounds like” searches, “wild card” searches, and date range searches. Unfortunately, the out of scope effort needed to implement these search capabilities diverted developers from the core eCOPS application development and added several months to the delivery schedule.

In response to the above complexities and challenges, as well as the interdependencies and risks associated with the various interconnected projects, the Service decided in the spring of 2002 to perform a review of the project. This was an exercise in due diligence which provided an independent opinion on the capability of the Service to successfully deliver the project. The conclusion was that there was in fact a high probability of success, and a number of recommendations were provided to mitigate against known risks. Based on this review, the Service acquired a full time Program Manager in June 2002 to oversee the remaining phases of the project.

Having a dedicated Program Manager has provided the ability to manage all of the subprojects within the eCOPS program as a whole (including application development, network and infrastructure projects and change management initiatives), managing interdependencies, risks, resourcing, and progress. In addition, more focus on deliverables and accountability has ensured that intermediate milestones continue to be met. The contract for the Program Manager was extended in June 2003 (Board Minute #P169/03 refers).

eCOPS Releases

Rather than attempt to deliver the entire system in one huge release, the delivery strategy has been in multiple releases:

- (a) Unified Search on the desktop
- (b) Phase I (basic desktop functionality in Corporate Information Services and the Central Alternate Response Unit)
- (c) Phase II (Service-wide occurrences on the desktop)
- (d) Phase III (Service-wide deployment of all remaining desktop functionality – Arrests, Case Management, Warrants)
- (e) Phase IV (Mobile functionality)

a) Unified Search on the desktop

The initial release of eCOPS Unified Search was implemented into production in spring 2002. A major enhancement to this version was deployed Service-wide in early November 2002. Feedback has been excellent – testimonials have been provided on its efficiency contribution (through “one-stop shopping”) and providing investigative leads. Prior to Unified Search, access to mugshots was limited to only a few workstations, general access to contact information was not available, and access to CIPS information was limited to a subset of the actual data fields in CIPS.

Although officers can still access the source systems individually, the average number of searches per week has grown steadily from just over 2,000 in 2002 to 25,000 as of November 2003. With eCOPS data now available through Unified Search, this number will continue to climb.

In addition, Unified Search is being tested from a limited number of mobile workstations and it is expected that mobile officers will have Unified Search in 2004 as soon as a higher capacity data network is available. Tender for provision of this network was issued in October 2003. With the new network anticipated to be in place in early 2004, Unified Search will allow officers in vehicles access to complete and timely information from a variety of systems – including occurrence reports from eCOPS. Implications of this ease of information access include increased officer safety and ability to spend more time in their vehicles.

(b) Phase I (basic desktop functionality in Corporate Information Services and the Central Alternate Response Unit)

This initial release of eCOPS enables users to enter and modify occurrences, including automatic coding for federal systems (CPIC, UCR). In preparation for production, Operational User Acceptance testing of this version began in December 2002.

It was intended that the system would go into production in April 2003. Due to a series of severe technical setbacks (Board Minute #P169/03 refers) and the need for additional test time, production was delayed until September 2003.

The severe technical problems were eventually overcome, and Phase I of eCOPS was successfully delivered, in September 2003, to Corporate Information Services, the Central Alternate Response Unit, and Property and Evidence Management Unit.

This meant that individuals in these three units could begin entering, modifying, and retrieving eCOPS occurrence data. As eCOPS looks after CPIC and UCR coding without the need for manual intervention or re-keying, the Phase I deliverables positioned the Service to begin the business changes needed to achieve the target staffing reductions.

Also in September 2003, officers in all divisions were supplied with an occurrence approval capability so that the new or modified occurrence data could be reviewed and then approved or rejected. This functionality will ultimately lead to higher quality occurrence reporting and, in turn, more effective policing and management reporting.

Based on feedback I have received from Staff Sergeants and Detective Sergeants, some modifications to the Occurrence Review component of eCOPS and related business processes are now being instituted. These changes will enhance the usability of the review process and ensure more effective use of supervisors' time.

(c) Phase II (Service-wide occurrences on the desktop)

As a pilot test for the Phase II production system, the Service-wide rollout of eCOPS occurrence reporting, the system was delivered first to 33 Division in October 2003 and then 32 Division in November 2003. These pilots verified that the system would function properly in the divisional environment and provided an opportunity to test the new business processes needed to adjust to eCOPS (e.g. occurrence review process).

Based on the success of these pilots, eCOPS Occurrences will be rolled out to other divisions after appropriate user training. At the conclusion of the rollout, officers in all divisions will have the ability to enter and modify eCOPS occurrence report data from their desktop workstations. This capability will significantly reduce the data entry demands on Corporate Information Services (CIS). The achievement of business benefits from the Occurrence Reengineering project is now well underway with 20 positions within CIS to be eliminated by January 2004.

(d) Phase III (Service-wide deployment of all remaining desktop functionality – Arrests, Case Management, Warrants)

The complete desktop version of eCOPS (including Phases II and III) is expected to achieve 70% of the business case. The 70% savings is based on a reduction in data entry transactions - that is - 70% of all data transactions entered by CIS come from a source which would be covered by a desktop deployment of eCOPS, i.e. CARU, Detective offices, etc.

At present, all information related to cases is kept in the legacy application, CIPS. Building of case documents in CIPS requires the user to extract occurrence information from eCOPS. With the completion of Phase III, eCOPS will have fully integrated occurrence reporting, prisoner management, case management and case tracking with added new features (including recording of complete searches and release conditions). It will allow the CIPS legacy application to be retired, and further reduce the amount of manual effort associated with updating case results to CPIC and UCR.

Timely and accurate warrant information will be keyed into eCOPS at source (in Service court offices) and placement of this information into CPIC will be automatic, not dependent on manual intervention.

Once these functions are incorporated into eCOPS, it is anticipated that an additional reduction of 30 staff within CIS will be available.

Where possible, the remaining eCOPS functions will be released into production in a phased basis after a pilot at a few divisions and with adequate training to all users. Completion of Phase III is intended for August 2004.

(e) Phase IV (Mobile functionality)

One of the key business drivers for eCOPS is its ability to operate in a mobile wireless environment. The key here is to provide officers in vehicles the ability to create and modify cases, occurrences and contacts, and to have access to information that will allow them to make more informed decisions. The desire is to maximize time in the vehicle, minimizing time needed in the station.

It was not the desire to create a mobile application separate and distinct from the application used in the police divisions. Officers need the ability to perform the same function in the mobile environment the same way they perform it using a standard workstation in the Division. This will ensure that training time will be minimized. eCOPS was designed to accommodate both desktop and mobile computing environments.

The wireless environment introduces technical challenges not present in the desktop version. These include availability (geographical area coverage) of a network and performance (speed and capacity) of that network. To ensure the best chance of success, eCOPS has been designed with network constraints in mind. eCOPS was designed with the following key features:

- Documents can be created without being connected to the network. This allows the mobile user to continue working even if the network connection is lost.
- Document creation and editing are completely asynchronous i.e. shortage of network capacity will not impede other users as all of this work is done locally.
- Synchronization of the documents from the client to the server is managed without requiring user involvement. eCOPS takes care of this automatically.
- Data transmission is highly compressed, and considerable effort has been made to reduce the amount of data by smart caching, read ahead, deferred write, differencing and a variety of other techniques. This means that less data has to be transmitted, thereby using less of the network capacity.
- eCOPS will use the fastest available network be it the City-wide radio network, higher speed parking lot network, or any future high-speed data network. As mentioned previously in this report, a tender for a new wireless data network was issued in October 2003 and proposals are now being reviewed with a view to having the new network in place sometime in 2004.

Some minor modification of the desktop application will be required to run eCOPS over the current wireless networks. It is expected that eCOPS Mobile will be deployed with the mobile workstation upgrade planned for 2004. A Request for Proposal for the new workstations was issued this fall and it is planned to have the new workstations in place by 3Q2004. On completion of Phase IV, a saving of an additional 50 staff within CIS will become available.

eCOPS Phase Timing and Benefit Summary

Phase	Schedule at Previous Board Meeting (Board Minute #P169/03 refers) and Current View	Benefit (see section on Budget Impact and Return on Investment for savings)
Phase I (basic desktop functionality in Corporate Information Services and the Central Alternate Response Unit)	Previous View: 3Q2003 Current View: Successfully completed as of September 15, 2003	Reduced workload due to automatic coding (UCR) and eliminated re-keying (CPIC) sets the stage for later staffing reductions. Business process improvements have permitted a gradual staffing reduction during 2003.
Phase II (Service-wide occurrences on the desktop)	Previous View: 4Q2003 Current View: Divisional rollout is in progress and will be accompanied by sufficient training with a completion expected in 1Q2004	Reduced workload due to eliminated re-keying of charged entries into CPIC and other benefits. Full Field access to occurrence, information. Achievement of 20 staff reduction by January 1, 2004.
Phase III (Service-wide deployment of all remaining desktop functionality – Arrests, Case Management, Warrants)	Previous View: delivery timing pending analysis Current View: Pilot phase beginning in April 2004 with phase completion expected in 3Q2004.	Up to 70% of business case savings can be achieved, less staff required to manage implementation and process change. Ability created to track case information. Timely and accurate warrant information keyed at source (in TPS court offices) with automatic CPIC reconciliation. An additional 30 staff reduction will occur by end of 3Q2004.
Phase IV (Mobile functionality)	Previous View: delivery timing pending analysis Current View: 3Q2004 - deployment coincident with installation of new mobile workstations	Completes efficiency gains so that 100% of business case savings can be achieved. Officers can spend less time in a station doing paperwork and more time ‘on the road.’ Completed coded occurrence information is available to all as soon as it has been uploaded. The final reduction of 50 staff in 4Q2004 includes those staff retained to manage implementation.

Workload Reduction Analysis

The original business case projected staff reductions of 139. This business case was formulated in 1996. Since then, there have been many workload, service delivery, and process changes. For example, in December 2002, the 22 Divisional Data Entry Clerks identified for elimination in the original business plan, were returned to CIS as a result of business process changes and were assimilated into data entry functions. In June 2003, the 20 Divisional Criminal Investigation Clerk positions identified for elimination underwent a workload analysis to validate the original business case. As a result, it was determined that workload volume and process changes, particularly those related to court processes, preclude them from this downsizing initiative.

Another accurate staffing and workload analysis was conducted in CIS by the eCOPS Implementation Team in June 2003. The purpose was to validate the original business case and identify actual reductions available in 2004 as a result of eCOPS and associated business re-engineering opportunities. The analysis has verified the reductions associated to Phases I through IV as outlined in the previous section of this report "eCOPS Phase Timing and Benefit Summary".

The original business case did not provide for staffing a quality control function or application management and administration. Staffing for these functions has been accounted for in the downsizing process and will be addressed in a separate report to the Board in March 2004. This report will detail the new organizational chart and staffing requirements for CIS Operations post eCOPS, reflecting the 100 member reduction.

Budget Impact and Return on Investment

The total capital and operating budget funds provided for the eCOPS project is \$14.3M to the end of the project in 2004. The projected expenditures are \$14.6M which would leave a shortfall of \$0.3M. This shortfall will be offset by the additional savings of \$0.8M (as described below) anticipated for 2004.

The Service has accumulated \$1.4M of savings, during the past three years, from the impact of replacing permanent staff with temporary staff and standardizing shifts and work-weeks. This amount has been factored into previous years operating budgets and is maintained in the 2004 base operating budget. In the development of the 2003 operating budget a further \$1M of estimated savings was included to reflect anticipated staff reductions during the year. This amount is also maintained in the 2004 base operating budget. Although only \$0.4M of the \$1M was achieved in 2003 due to project delays, the full amount will be achieved in 2004. Therefore, the 2004 base operating budget includes \$2.4M of savings related to eCOPS.

Phases III and IV of the project are expected to produce an additional \$0.8M of savings in 2004 and annualized savings of \$4.1M. As a result, the total annualized gross savings achieved through staff reductions amount to \$6.5M (\$2.4M already included in the base budget plus \$4.1M still to be included). The additional \$4.1M budget reduction will be reflected as \$0.8M in

2004 and a further \$3.3M in 2005. The total annual gross operating savings of \$6.5M are offset by the ongoing annual maintenance requirements of \$0.8M (as identified in the capital business case) for a total net annual savings of \$5.7M.

As indicated previously, the actual investment in the eCOPS project combining the capital and operating requirements is \$14.6M. Based on the net annual savings identified above the payback of the investment is achieved by 4Q2006. The following charts summarise the above.

Budget and Variance Summary (in \$M)

Project Budget (Capital & Operating)	\$14.3
Projected expenditures to project end	\$14.6
Variance	\$0.3 shortfall*

* Variance will be offset by \$0.8M additional savings in 2004 as shown in chart below.

Savings and Return on Investment Summary (in \$M)

	Prior to 2003	2003	2004	2005	2006
Savings from hiring temps vs. permanent & shift changes	\$1.4	\$1.4	\$1.4	\$1.4	\$1.4
Phase I & II staff savings (20)		\$0.4	\$1.0	\$1.0	\$1.0
Phase III staff savings (30)			\$0.4	\$1.4	\$1.4
Phase IV staff savings (50)			\$0.4	\$2.7	\$2.7
Offset project shortfall			\$(0.3)		
Cost of maintenance	\$(0.2)	\$(0.6)	\$(0.6)	\$(0.8)	\$(0.8)
Total Net Savings per Year	\$1.2	\$1.2	\$2.3	\$5.7	\$5.7
Cumulative Net Savings	\$1.2	\$2.4	\$4.7	\$10.4	\$16.1

As reflected in the above chart, the cumulative net savings by the end of 2006 amount to \$16.1M which is more than the \$14.6M invested in the project. The Service will continue to receive the \$5.7M savings on an annual basis.

Resource Requirements for Contractor Services in 2004:

The project's contract resource strategy has been to extend contractors based on their past performance and current project requirements. This is much more effective than committing to a longer-term contract.

At its meeting of June 19, 2003 (Board Minute #P169/03 refers), the Board approved extensions of a number of technical contractors for various terms in 2003. These contract staff have provided excellent support to the project to date, and have sophisticated skill sets that are currently not available within the Service. In order to complete the testing and deployment timeframes for Phases III and IV in 2004, it is recommended that these contract resources continue to be engaged to ensure that the following activities are supported:

- implementation and integration of remaining eCOPS functions;
- release deployment;
- post implementation and maintenance support.

Request for funding is made to extend the contracts of consultants from: IBM Canada Ltd., Interactive Computer Software, Allstream (formerly known as Montage), and RCM. These extensions will cover the January through December 2004 timeframe.

In addition, the contract for the eCOPS Program Manager requires an extension into 2004. The Program Manager is required on a part time basis for an additional six months (expiring in June 2004) for the following activities:

- management of the eCOPS Program Office, including eCOPS support, communication, project standards and plans, and relationship with other Service initiatives;
- overall project management of the eCOPS project;
- planning for delivery of remaining eCOPS components.

To provide this support, it is recommended that Fujitsu Consulting continue to be engaged for eCOPS Program Management.

The full request for 2004 funds for all of the above contract resources is \$1,652,100. This total includes \$1,026,800 for development, deployment, and post-implementation support; and \$625,300 for ongoing maintenance.

Summary

eCOPS continues to be a project that will deliver the business case and the operational value originally envisaged. The resources and funding required for Phases III and IV and the ongoing maintenance are critical for the completion of the project.

Therefore, it is recommended that:

1. the Board receive the update on the Occurrence Re-engineering (eCOPS) project – including proposed implementation timelines for the remaining phases, the budget details (budget of \$14.3 million, projected expenditure of \$14.6 million), the early business benefits (annualized \$1 million savings), and projected annualized savings (\$5.7 million on completion of the project in 2004); and;
2. the Board approve the extension of technical support services for the period January to December 2004 from the following companies to complete the development, deployment, post-implementation support, and for ongoing maintenance costs of the Occurrence Re-engineering (eCOPS) application:

IBM Canada Ltd.	\$460,100 including taxes
Interactive Computer Software	\$256,800 including taxes
Allstream (formerly Montage)	\$385,200 including taxes
RCM	\$428,000 including taxes
Fujitsu Consulting	\$122,000 including taxes
Total	\$1,652,100 including taxes

(This total includes \$1,026,800 for development, deployment, and post-implementation support; and \$625,300 for ongoing maintenance.)

Mr. Frank Chen, Chief Administrative Officer, has verified that funding is available in the capital and operating budgets and that the staff savings will be incorporated in the Service's operating budget. Mr. Chen will be in attendance at the Board meeting to respond to any questions in this respect. In addition, a presentation to the Board will be made by staff.

Mr. Larry Stinson, Director of Information Technology, and Staff Sergeant Larry Brien, Crime Information Unit, were in attendance and delivered a presentation to the Board on the Occurrence Re-Engineering Project.

The Board approved the foregoing and the following Motions:

- 1. THAT the Chief provide a report on the feasibility of converting all police records, including notebooks, into digital or electronic format in an effort to improve efficiencies and reduce the cost of reproducing documentation required for disclosure purposes; and**
- 2. THAT the Chief also report on any initiatives to protect the intellectual property, including copyright, in the software and other materials produced as part of the Occurrence Re-engineering Project.**

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 11, 2003**

#P340. CLOSED-CIRCUIT SECURITY CAMERAS

The Board was in receipt of the following report OCTOBER 10, 2003 from Julian Fantino, Chief of Police:

Subject: CLOSED-CIRCUIT SECURITY CAMERAS

Recommendation:

It is recommended that:

- (1) The Board request that the City of Toronto Commissioner of Economic Development, Culture and Tourism provide a status update on the recommendations previously approved by the Board at their meeting of March 27, 2002.

Background:

At the August 14, 2003 Board meeting (Board Minute P231/03 refers) I was requested to review the issue of closed-circuit security cameras (CCTV) and provide a report with information and recommendations on the following:

- The number of people who have been captured by the Toronto Police Service which can be directly attributed to the use of closed-circuit security cameras;
- Identify specific locations for the cameras and the total costs that would be incurred;
- Options on who would be responsible for operating the cameras and who would monitor the cameras;
- Who would be responsible for providing the required funding;
- Identify how businesses in the City of Toronto can be approached and encouraged to become more involved with closed-circuit security camera projects;
- Identify how the costs associated with the cameras can be shared with Business Improvement Areas (BIA's); and
- Whether the City can impose charges or levies through a by-law upon business owners in the areas of Toronto which experience serious problems in order to recover costs related to police response particularly when the problems have occurred as the direct result of the operation of those businesses.

I last reported to the Board in respect to CCTV at the March 27, 2002 Board meeting (Board Minute P89/02 refers). At that time the Service was examining CCTV as it related to the installation of cameras at Dundas Square.

At the March 27, 2002 Board meeting the Board approved the following Service recommendations (Board Minute P89/02 refers):

- (1) That the Board recommend to the Policy and Finance Committee that the City of Toronto assume the responsibility for co-ordinating CCTV implementation through the establishment of a CCTV Steering Committee which will set the terms of reference to guide the development of CCTV applications in the City of Toronto,
- (2) That the Steering Committee include representatives of the City, Toronto Legal Services, the Toronto Police Service, Business Improvement Areas (BIA's) and the community, and
- (3) That the Board advise the Policy and Finance Committee that the Toronto Police Service does not wish to monitor CCTV cameras.

After approval by the Board these recommendations were forwarded to the Policy and Finance Committee. At their meeting of September 19, 2002, the Policy and Finance Committee referred the recommendation from the Board to the Commissioner of Economic Development, Culture and Tourism for consideration. As of the date of this report no response has been received by the Service.

At the time of the report the Service's CCTV Working Group examined programs in municipalities in Canada, the United States, and in Europe and found that the main purpose of CCTV is to enhance and promote public safety and security in the areas in which it was installed. The potential benefits of CCTV are a reduction in crime, business revitalization, and an enhanced perception of increased safety by all members of the community.

The Service acknowledges the potential benefits of CCTV technology and recognizes itself as a stakeholder in the process, however, our position remains that the TPS does not have the budget or human resources to take ownership to operate and monitor a CCTV system.

The following addresses the Board inquiries from the August 14, 2003 meeting:

#1

The Service cannot identify a specific number of arrests directly attributed to CCTV, as our information systems do not capture this information.

#2

There are many locations in the City that could benefit from CCTV technology, for example, Yonge Street, the Bloor/Yorkville area, the Entertainment District, and many housing neighbourhoods. The selection of a location for CCTV would require site studies and consultation with the City, area businesses, residents, and BIA's.

Costs for a specific location would vary greatly depending on the size and type of the system, equipment chosen, and infrastructure support. Costs may include cameras, monitors, recorders, software, maintenance of equipment, rental of transmission lines, data storage, and the human resources required for the monitoring component. As well, environmental design issues that are site specific may have financial implications.

As an example, the city run CCTV program in London, Ontario consists of sixteen cameras, covering 5 blocks, in the downtown core. Start-up costs in 2001 were \$327,000 with yearly operating costs of approximately \$250,000.

#3

There are a myriad of options that can be considered when looking at a CCTV operation. The following are some possible examples:

- A city/government operated and monitored program.
- A city/government operated program with contracted monitoring services.
- A privately operated and monitored program.
- The entire program outsourced with the provider assuming all costs and resulting operations relating to the purchase, install, monitoring, equipment maintenance, and administration of the system. The user would be charged a monthly fee for said service.

A decision on the operation and monitoring of a CCTV system must be made by the stakeholders involved in an identified location.

#4

The responsibility for the funding of any future CCTV initiative can not be determined until a decision, involving all stakeholders, is made in relation to the location and ownership of the program.

#5

A large number of businesses in the City belong to and are represented by local Business Improvement Areas (BIA'S). The Toronto Association of Business Improvement Areas (TABIA) is the umbrella organization for forty-five individual BIA's throughout the City.

The Executive Director of TABIA, Mr. John Kiru, was contacted regarding the level of interest and involvement of the City's BIA's and businesses in any CCTV program. Mr. Kiru stated that there is extensive interest within his organization in improving the safety and security of the areas surrounding their businesses and their communities as a whole. If a CCTV program, installed in a specific location, aids in increasing safety and security Mr. Kiru's organization supports such an initiative and is willing to participate in any committee struck to address a CCTV initiative.

#6

TABIA believes it will take a consultative community/police process to assess whether CCTV should be used in an area and that this process would include determining how the effort is to be funded. The identified stakeholders would have to define the expected level of financial participation for all involved.

Any decision regarding cost sharing is dependant upon the selected location and individual BIA involved. Not all BIA's have funds available to cover such projects. As well, not all areas are represented by BIA's, for example, the Toronto Entertainment District Association (TEDA) is a sponsorship based volunteer association and while interested in such an initiative, they are not a BIA and do not have any funds to commit to a CCTV program.

#7

In regards to providing an assessment of the City's legal ability to charge a levy to merchants, Mr. Albert Cohen, Director of Litigation for the City of Toronto, was consulted on the issue. Mr. Cohen previously provided a legal opinion addressing this matter and his response remains the same. A separate report, containing Mr. Cohen's response, will be provided to the Board at their Confidential Meeting.

Conclusion

The Service acknowledges the potential benefits of CCTV technology and recognizes itself as a stakeholder in the process, however, our position remains that the TPS does not have the budget or human resources to take ownership to operate and monitor a CCTV system.

The Service recommends that the Commissioner of the City's Committee of Economic Development provide a status update on the previous recommendations sent by the Board in accordance with Board Minute P89/02.

Deputy Chief Michael Boyd, Policing Support Command, will be in attendance to answer any questions the Board may have.

The Board approved the foregoing noting that it considered an additional report regarding this matter during the in-camera meeting (Min. No. C228/03 refers).

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 11, 2003**

#P341. POLICE TOWING CONTRACTS

The Board was in receipt of the following report NOVEMBER 07, 2003 from Julian Fantino, Chief of Police:

Subject: POLICE TOWING CONTRACTS

Recommendation:

It is recommended that the Board approve the issuance of the Towing and Pound Services Quotation Request for the years 2004 to 2007 towing contracts on the same terms and conditions as those contained in the 2000 Quotation Request, subject to the following changes:

- (a) No bid shall exceed a total price of \$150.00 including towing costs and one day of storage, but excluding applicable taxes.
- (b) Increase the cost recovery fee established in the 2000 towing contracts from \$ 465,159.00 to \$ 619,383.00 annually.
- (c) Upon early termination of the contract, or the bankruptcy or insolvency of a towing operator, the Unit Commander of Traffic Services shall be authorized to temporarily expand the boundaries of the towing districts of adjacent towing operators until such time as a new contract for the affected towing district can be awarded in the Board's sole discretion. Any such expansion of adjacent districts would be apportioned based on the respective towing and storage capacity of the adjacent operators.
- (d) The office of the towing operator must be within 100 metres of the main entrance of the pound and have a clear and unobstructed view of the entrance.
- (e) In the event a towing operator is the lowest bidder in more than one district, the Board shall determine which award of the two low bids will result in the lowest individual tow and storage cost to a member of the public.

Background:

To ensure the safe and efficient flow of traffic in the City and the security of vehicles, towing and pound services are required. Historically, the Service tows approximately 65,000 to 70,000 vehicles annually, for contraventions of the Criminal Code, the Highway Traffic Act, Municipal By-laws and Service Procedures. When a member locates a vehicle that is required to be towed, a tow operator under contract with the Board will attend the location, tow the vehicle and subsequently store the vehicle in their secured pound. Towing and storage fees are apportioned based on the awarded contracts in each district.

The current six towing and pound services contracts expire on May 31, 2004. In keeping with the length of the term of the current contract, it is proposed that the term for the next contract awarded by the Board be from June 1, 2004 to May 31, 2007, with the provision for a one (1) year extension to May 31, 2008 at the sole option of the Board.

Traditionally, the Service, through its Traffic Services Unit (TSV), prepares the terms and conditions for the Board's towing and pound services contracts. This process involves the participation of staff from the City of Toronto Legal, Audit and Purchasing Divisions. Once the terms and conditions for the contracts have been determined, the Unit Commander of Traffic Services oversees the tendering and bidding processes through the City's Purchasing Department. This process concludes with a report to the Board containing recommendations for the awarding of contracts in each of the six towing districts. It is anticipated that a report with recommendations regarding the award of the towing and pound services contracts will be submitted no later than the April Board meeting.

The proposed changes to the 2004 Quotation Request from the 2000 Quotation Request are as follows (2000 Quotation Request attached as Appendix A):

- (a) No bid shall exceed a total price of \$150.00 including towing costs and one day of storage, but excluding applicable taxes.**

Current Practice:

The previous quotation request issued in 2000 did not consider bids exceeding a total price of \$105.00 including towing costs and one day storage, but excluding applicable taxes. The resulting contracts contained no provision for any increases in the prices during the term of the contract.

Rationale:

- (i) A price cap is required in order to prevent excessively high bids in the event that one tow operator is the lone bidder on a single district. Frequently in the past a single tow operator has been the lone bidder in a district.
- (ii) Based on information received from Toronto Police Financial Management, the cost of living has increased approximately 13.4 % since 1999.
- (iii) Based on information from insurance brokers familiar with the towing industry, the average cost to insure a tow vehicle and related equipment has increased by 125% in the past 2 years. (The approximate cost of insurance per vehicle has increased from \$2,500 to \$7,500 since the year 2000.)
- (iv) In order to reduce rapidly increasing premiums, tow operators have had to raise their deductible limits for property damage from \$1,000 to \$5,000 with some operators reporting deductible limits reaching up to \$10,000.

(v) Vehicles involved in a collision that require a tow truck may be sent to a Collision Reporting Centre. The City of Toronto Municipal Code Chapter 545 requires towed vehicles to be taken directly to the Collision Reporting Centre and has set the fee for this service at \$150.00, excluding applicable taxes. This fee does not include storage costs.

(vi) Towing and storage fees in other GTA areas and Ontario cities are comparable:

Kingston Police	\$160.00
Durham Region	\$90.00
Ottawa Police	\$127.50
Halton Region	\$135.00
Hamilton - Wentworth	\$150.00

(vii) The towing operators must incorporate the cost recovery fee into their bid. In light of the recommended increase in the cost recovery fee, discussed below, it is recommended that there be some allowance for a fee increase.

(b) Increase the cost recovery fee established in the 2000 towing contracts from \$ 465,159.00 to \$ 619,383.00 annually.

Current Practice:

Up until 2000, the Board bore the costs of administering the police towing pound contracts through its annual operating budget. The cost recovery fee was included for the first time in the 2000 towing contracts as a method for the Board to recover from the contract holders the Service's costs attributable to administering the contracts.

Rationale:

The cost recovery fee is apportioned to each contract holder based on the number of towed vehicles released by each towing operator in a three-month period. Included in the cost recovery formula are costs paid by the Service for officer salaries, benefits and equipment. The overall cost is based on the 2004 salary rates for one sergeant, four constables and one administrative clerk. An additional 55% is added to cover the cost of benefits, four police vehicles, 12 computers and requisite training.

Since the inception of the cost recovery fee in 2000, the Board has recovered all expenses required to administer the contracts with the exception of the increase in those costs over the term of the current contract. It is recommended that the salary increases over the past four years be recognized in the amount of the cost recovery obtained by the Board under the 2004 towing contract.

- (c) **Upon early termination of the contract, or the bankruptcy or insolvency of a towing operator, the Unit Commander of Traffic Services shall be authorized to temporarily expand the boundaries of the towing districts of adjacent towing operators until such time as a new contract for the affected towing district can be awarded in the Board's sole discretion. Any such expansion of adjacent districts would be apportioned based on the respective towing and storage capacity of the adjacent operators.**

Current Practice:

There is no process in place to address any circumstances where a tow operator, who has been awarded a contract in any of the districts, is no longer able to fulfil the requirements of the awarded contract.

The present towing districts have been established based on the current divisional boundaries as listed below:

Central Field:	1 District	(Divisions 11,12,13,14)
	5 District	(Divisions 53,54,55)
	6 District	(Divisions 51,52)
Area Field:	2 District	(Divisions 22,23)
	3 District	(Divisions 31,32,33)
	4 Districts	(Divisions 41,42)

Rationale:

In the event an operator's contract is terminated, or the operator becomes bankrupt or insolvent, towing and pound storage services must continue within the affected towing district. To ensure the uninterrupted provision of towing and storage services, the Service recommends an equitable area re-allocation of the affected district among the adjacent towing operators.

- (d) **The office of the towing operator must be within 100 metres of the main entrance of the pound and have a clear and unobstructed view of the entrance.**

Current Practice:

There is no restriction on the location of the pound office in relation to the towing compound.

Rationale:

There is currently no requirement that the operators ensure the proximity of the office to the pound and they may have the option to maintain an office away from the actual enclosed pound site. Because the pound is a secured compound for the storage of towed vehicles, the office must provide a clear view of the main gate to ensure that only authorized personnel have access.

- (e) In the event a towing operator is the lowest bidder in more than one district, the Board shall determine which award of the two low bids will result in the lowest individual tow and storage cost to a member of the public.**

Current Practice:

The Board has an established practice of not awarding more than one district to one bidder. Historically, the Board has awarded the contract to the operator with the lowest bid, provided the operator has complied with the requirements of the Towing and Pound Services Quotation. Presently, there is no process in place that would allow the Board to award the contract to a bidder who submits the lowest bid in more than one district.

Rationale:

When a vehicle is towed as a result of a contravention of the Criminal Code, the Highway Traffic Act, Municipal By-laws and Service Procedures, the cost relating to the towing and subsequent storage is the responsibility of the person claiming the vehicle.

The awarding of the contract based on the bid that will result in the lowest towing and storage cost, is both a fair business practice and is in the best interest of the public.

Conclusion:

It is recommended that the Board approve the issuance of the Towing and Pound Services Quotation Request for the years 2004 to 2007 towing contracts on the same terms and conditions as those contained in the 2000 Quotation Request subject to the changes detailed in this report.

Mr. Karl Druckman of Toronto City Legal has reviewed and approved the recommendations contained in this board letter.

Acting Deputy Chief David Dicks, Policing Support Command, will be in attendance at the Board meeting to answer questions with respect to this report.

Superintendent Steve Grant, Traffic Services, and Mr. Karl Druckman, City of Toronto – Legal Services Division, were in attendance and responded to questions by the Board about this report.

cont...d

The Board approved the following Motion:

- 1. THAT the Board defer consideration of the foregoing report to a Board meeting scheduled to take place on Tuesday, January 06, 2004 and, in the interim, Chief Fantino prepare a further report for the January 06, 2004 meeting on the following:**
 - options on how the Service can develop a more competitive process for awarding towing contracts and any implications that may be associated with those options; and**
 - the feasibility of increasing the limit of towing contracts that can be awarded from one per towing operator to a maximum of two per towing operator.**

APPENDIX A

2000

TOWING AND POUND SERVICES QUOTATION

BONDING

Every quotation must be accompanied by the following security documentation:

BID BOND:

A bid bond in the form provided executed by the bidder and a guarantee surety company authorized by law to carry on business in the Province of Ontario, having an office in the City of Toronto and in all other respects acceptable to the Unit Commander of Traffic Services, in the amount of \$10,000.00 (\$50,000.00 if proposing to add to vehicle fleet or to increase size of pound area), valid for a period of not less than ninety (90) days from the date of the closing of this bid, or a certified cheque or a letter of credit (as discussed below) in favour of the Toronto Police Services Board in lieu thereof. If a quotation is accepted and the bidder fails when required to execute a contract for the work, or fails to meet the criteria as outlined in this Quotation Request upon the intended commencement date of the contract, the bid security will be exercised and forfeited.

(ii) LETTER OF CREDIT:

As a substitute for the bid bond, or certified cheque, a letter of credit is acceptable providing it is in a form satisfactory to the Unit Commander of Traffic Services. The following conditions must be incorporated in any letter of credit:

1. It must be issued by a Canadian chartered bank listed in Schedule A or B to the Bank Act (Canada);
2. It must be in a sufficient dollar amount (i.e. equivalent to the value of the bond for which it is substituting);
3. It must be irrevocable;
4. It must be unconditional;
5. It must be automatically renewable, unless the Unit Commander of Traffic Services is advised by written notice thirty (30) days proceeding the expiry date or dates, that the letter of credit will not be renewed; and
6. The Toronto Police Services Board must be able to draw on it at will.

NOTE:

An undertaking from a bank to issue a letter of credit is not acceptable.

Any bid received that does not satisfy the requirements of the bid bond will be declared informal and will not be considered.

BID BOND

Bond No. _____

Amount _____

KNOW ALL PERSONS BY THESE PRESENTS, that

as Principal,(hereinafter called the Principal), and

as Surety, hereinafter called the Surety, are held and firmly bound unto the Toronto Police Services Board as Oblige, in the amount of _____ of lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal submitted a written Quotation (hereinafter called “the Quotation”) to the Oblige dated the _____ day of _____, 2000, for provision to the Oblige of a towing and pound service in the City of Toronto (hereinafter called “the Undertaking”),

NOW THEREFORE THE CONDITION OF THIS OBLIGATION is such that if, on acceptance of the Quotation in accordance with its terms and conditions, within 90 days from the closing date for submission of Quotations for the Undertaking, the Principal shall, within the time required, enter into a formal contract, then this obligation shall be null and void; otherwise the Principal and Surety will pay unto the Oblige:

the sum of _____ as liquidated damages for the cost of time, effort and expenses thrown away by the Oblige in consideration and analysis of the Quotation and in any negotiations with the Principal in connection therewith, it being acknowledged and agreed by the parties to this bond that such sum is not a penalty but rather a means of overcoming, through binding predetermination, the difficulties of precise ascertainment of the damage that will have been suffered by the Oblige as a result of such throwing away.

The Surety shall not be liable for a greater sum than the specified penalty of this bond. Any suit under this bond must be instituted before the expiration of twelve (12) months from the date of this bond.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal and that nothing of any kind or matter whatsoever that will not discharge the Principal, shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of sureties to the contrary notwithstanding.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be sealed with their respective corporate seals duly attested by the signatures of their duly authorized respective officers in that behalf, this _____ day of _____, A.D. 2000.

SIGNED, SEALED AND)
DELIVERED)
)
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per:

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**
per:

* Type or print name of Principal here
** Type or print name of Surety here

TOWING QUOTATION SUMMARY SHEET

District Bid: _____

Corporate Name of Bidder: _____

Corporate Address Street and No. _____

Unit No. _____

City/Borough/Province _____

Postal Code _____

Contact Person: _____

Contact Telephone Number: _____

Pound Address: _____

Size in Acres: _____

Number of Standard Tow Trucks _____
(All standard tow trucks in fleet)

All heavy tow trucks in fleet _____

Bid Price: _____
(Copy from Schedule "B")

TOWING AND POUND SERVICES QUOTATION

TERMS AND CONDITIONS

Quotations are invited from qualified bidders for the operation of vehicle towing and pound services for use by the Toronto Police Service in Towing Districts No. 1, 2, 3, 4, 5, and 6, all within the boundaries of the City of Toronto.

1. GENERAL INFORMATION:

- a) For the purposes of this quotation request, any reference to the "Municipality" includes the Toronto Police Services Board.
- b) All references to the Board are references to the Toronto Police Services Board.
- c) The period of the contracts will be from a commencement date fixed by the Board. The anticipated commencement date of the contracts is June 1, 2000 to May 31, 2003, with provision for an extension of a maximum of one year at the sole option of the Board.
- d) The Board may accept any quotation in whole or in part, whether the price or prices are the lowest or and may reject any or all quotations, as it considers appropriate.

Without limiting the generality of the foregoing paragraph, the Board may award a contract for all or some of the Towing Districts and the award of a contract for a Towing District or Districts does not oblige the Board to award a contract for any other District.

In the event there are no formal compliant quotations for one or more of the Towing Districts, the Board will issue a further quotation request for such District or Districts, either separately or collectively in the Board's discretion. Any such further quotation request will be on such terms and conditions as the Board, in its sole discretion, considers necessary and/or appropriate and which may differ from the terms and conditions contained in this Quotation Request. In addition, the Board, in its sole discretion, may choose to restrict the receipt of quotations on such further quotation request, as it considers appropriate.

If the Board issues such further quotation request for any Towing District or Districts, the Board may make arrangements for towing services for the relevant District or Districts in any manner it considers necessary and/or appropriate pending the award and the entering into of any contract under such quotation request. Such arrangements may include, but are not limited to, allowing a towing operator or operators to temporarily provide towing and storage services for the District or Districts without the issuance of any quotation request or tender.

- e) The contract for District 6 requires the successful bidder to enter into a contract to operate out of a property at 10 York Street, owned by the City Of Toronto, to facilitate the rush-hour towing program, otherwise known as the Downtown Tow Away Programme. The operation of the pound at 10 York Street will be pursuant to the form of contract attached to this Quotation Request as Schedule “J”.

In the event bidders in a Towing District bid the same fee, and those bidders are otherwise compliant with the requirements of this Quotation Request, the tie shall be broken and the successful bidder selected by lot conducted by the City of Toronto, Finance Department, Purchasing and Materials Management . For the purpose of this Quotation Request, selecting by lot means placing the names of the tied bidders on equal size pieces of paper in a box and one name being drawn by the City of Toronto, Finance Department, Purchasing and Materials Management.

2. GENERAL CONDITIONS AND REQUIREMENTS:

- a) The draft agreement attached as Schedule “I“ to this Quotation Request contains various conditions governing the towing and storage services which are to be rendered, and it is a condition of this quotation that the successful bidder shall execute an agreement containing substantively similar conditions.
- b) The bidder must own a towing operation with an office, trucks, and other necessary equipment that can be inspected.
- c) All vehicles, equipment or facilities that are owned or leased and are to be utilized in providing service under the contract must be in the name of the bidder and remain so throughout the term of the contract or any extension thereof. Only the names of the individual, partnership or corporation making the bid should be reflected in the relevant documentation. All partnership names must be registered under applicable provincial legislation and proof of such registration, satisfactory to the Board in its sole discretion, must be submitted with the Quotation.

Any leasing arrangement for vehicles or facilities is acceptable provided that the bidder meets the requirements of the Quotation Request. For example, a sub-lease of vehicles by the bidder from another person is acceptable provided the sub-lease is exclusively in the name of the bidder.

The bidder must supply copies of vehicle lease agreements and lien searches on all tow trucks used to service the contract.

- d) Bidders must have, and must continue to maintain throughout the term of the contract, a record in good standing with the Toronto Licensing Commission.

- e) Sub-letting work to be performed under the contract is only permitted in limited circumstances and on the conditions set out in the contract attached as Schedule "I" to the quotation.
- f) Bidders must produce a worker's compensation clearance certificate showing an endorsement for towing services.
- g) Bidders must promptly pay, throughout the term of the contract, all applicable federal, provincial and municipal taxes arising from the operation of their towing or pound services.
- h) Bidders must comply with all quotation requirements, conditions, schedules, the attached copy of the worker's rights' policy and all other policies attached to this Quotation Request.
- i) The contracts executed between the Board and the successful bidders will be expressly subject to all laws, statutes and regulations, including municipal by-laws. The operators will expressly acknowledge that Schedule 37 of By-law No. 20-85 of the former Municipality of Metropolitan Toronto respecting licensing requirements as they relate to owners and drivers of tow trucks, may be amended from time to time. The operators will further acknowledge that the said by-law may be amended so as to set rates for the provision of towing services in the City of Toronto, in which case operators will abide by such rates, if legally required, notwithstanding the rates quoted by the operators pursuant to this quotation.
- j) A bid bond in the amount of \$10,000.00, or \$50,000.00 in the case of a bidder proposing to add to the vehicle fleet or to expand the area of a pound, must be posted and included with the response to this Quotation Request. A single bid bond per bidder is sufficient regardless of the number of contracts being bid upon. The bid bond will be payable and forfeited to the Board in the event that a bid is accepted and the bidder fails to enter into a contract, fails to meet all of the conditions of this Quotation Request on the date the contract is to commence or fails to have the proposed standard tow trucks or pound space available on the date the contract is to commence.
- k) All facilities, equipment and pounds as required by this Quotation Request will be subject to inspection after the closing date for bids and, in the case of successful bidders, in the week prior to the intended commencement of the contract.
- l) Members of the Toronto Police Service will conduct random audits and site inspections on all issues of contract compliance throughout the term of a contract. Upon request, operators must make immediately available all records, forms, documents, vehicles or equipment as directed.
- m) Sanitary and suitable office facilities and equipment must be made available in the office building or trailer at the pound for the use of Toronto Police Service personnel, in accordance with Schedule "E".
- n) Pound operators must be registered with the Ministry of Consumer and Commercial Relations pursuant to the Motor Vehicle Dealer's Act and provide proof thereof.

- o) Operators must use invoice forms for police contract tows containing the information as set out in the attached draft agreement and in Schedule "F".
- p) Operators are prohibited from direct or indirect affiliation with an auto body repair shop, a company engaged in providing municipal law enforcement services to private property owners in the City of Toronto or operators of collision reporting centres. The attached statutory declarations require the operator to attest to the absence of such affiliation.
- q) The attached summary sheet, statutory declarations, letters of disclosure and all Schedules must be completed by the operator and submitted with the response to the Quotation Request.
- r) The operator must have the minimum number of standard and heavy tow trucks specified in Schedule "C" and each tow truck used by the operator must be equipped to perform damage free towing as specified.
- s) The operator must agree to provide, in each tow truck and at the pound, facilities to permit members of the public to pay for services rendered in Canadian and American currency (at the then current rate of exchange), and by Master Card, Visa or American Express credit cards.
- t) The operator must agree to staff and use computer systems provided by the Toronto Police Service. The police will train pound staff in the use of the system at no cost to the operator. All persons having access to and being trained in the operation of the system must be approved by the police. Any person not approved will be denied access to the system and will not be permitted to service police impounds.
- u) Operators will be required to notify the Unit Commander in writing of any changes to their corporate personnel from those listed in Schedule "D" of their original quotation. Such proposed changes shall include a signed authorization in the form found in Schedule "D". Changes must have the prior approval of the Unit Commander of Traffic Services.
- v) The Toronto Police Service must maintain a professional image in the eyes of the public. Operators must assist in upholding this standard by keeping their trucks, pounds and personnel clean and tidy at all times. Operators will be bound by complaint investigation procedures developed by Traffic Services from time to time and will cooperate in every way in the resolution of complaints.
- w) In addition to information to be completed on the Schedules included in this quotation, the following must also be submitted with the Quotation:
 - (i) Copy of the bidder's Toronto Licensing Commission Public Garage Licence with storage endorsement for over 10 cars.
 - (ii) A current and certified survey plan of the pound property done by a qualified Ontario Land Surveyor, indicating the dimensions of the pound and all structures, including fences, currently or proposed on the property. The area of the pound for the storage of

police impounds towed under this contract must be highlighted and the square feet that is available.

- (iii) Copy of executed certificates of insurance in the forms set out in Schedule "G" and in compliance with the attached draft agreement.
- (iv) A letter from a Canadian financial institution showing a line of credit of not less than \$100,000.00 for the bidder.
- (v) Copies of all forms used by the bidder to record the towing and storage of vehicles and the amounts charged.
- (vi) Copies of all schedules of rates for towing and storage filed with the Toronto Licensing Commission, showing the dates these rates were filed.

3. POUND REQUIREMENTS:

Bidders must own or lease, or have an option to own or lease, an existing pound operation. Bidders must produce proof that, as of June 1, 2000 they will have an unrestricted right to occupy and lawfully operate the specified pound at the designated location for the full period of the contract. Such proof may take the form of an executed agreement of purchase and sale, a lease or option to lease, the only condition of which may be awarding of the contract. These agreements must be irrevocable under all other conditions.

4. ADDITIONAL CONDITIONS - DISTRICT 6

- a) The successful bidder on the District 6 contract must agree to compensate the City of Toronto for the realty taxes assessed in relation to the premises at No. 10 York Street for the period covered by the contract.
- b) The successful bidder on this contract must also agree to pay for all hydro costs of the premises and for all maintenance and repairs at the premises, except for repairs to the pavement. The operator will be required to undertake such repairs as are directed by the Unit Commander of Traffic Services.
- c) In the case of operators bidding on the contract for District 6, their pound must be located within either District 5 or District 6.

5. PROPOSED ADDITIONAL STANDARD TOW TRUCKS OR POUND SPACE:

The Board will accept responses from bidders proposing to provide towing equipment to a maximum of contract period. Bidders may also propose to expand the area of an existing pound by one-third of the required pound space. In either case bidders must submit proof that they will have the required equipment and pound space on the day of commencement of the contract.

The following conditions must be met where applicable:

- a) The bidder must provide proof that the existing pound space can and will be expanded to meet the conditions as outlined in this Quotation Request.

- b) Proof that a fence, not less than 6' (six feet) in height, adequate lighting, a fence alarm or video surveillance system, will be installed around the additional pound space.
- c) Proof that the expanded pound space will be permitted by the applicable zoning bylaw and that a Public Garage Licence (car storage over 10) will be issued.
- d) Proof that the bidder will have the specified number of standard tow trucks on the date of commencement of the contract. Such proof may be in the form of an executed agreement to purchase or lease to a maximum of one-third of the number of standard tow trucks specified in Schedule "C" for the area bid. It should be noted that trucks must be fully licensed, insured and operational on the date of commencement of the contract. All agreements must be irrevocable in all matters except the awarding of this contract.
- e) The bidder must submit a bid bond in the amount of \$50,000.00

All proof must be satisfactory to the Board, in its sole discretion.

6. FEES AND CHARGES

- (a) The Board will only consider quotations where the total fee identified in Schedule "B", being the combination of the towing fee and storage fee, is less than \$105.00, excluding any applicable taxes. While the Board will not consider quotations where the total fee exceeds that amount, bidders are not precluded in any way from submitting bids where the total fee is lower than that amount.
- (b) As part of the consideration for entering into the agreement with the Board respecting towing, the successful bidder in each Towing District will be required quarterly to remit to the Board an amount representing its District's share of the costs incurred by the Toronto Police Service in administering the agreements based on an analysis of relevant costs and expenses for the 1999 budget year, plus any applicable taxes. The costs on which the calculation will be based will remain constant for the duration of the term of the agreements or any extensions thereof.

The share of costs for each Towing District will be calculated quarterly based on the number of vehicles towed in each District and released to a person claiming such vehicles and for vehicles released on scene. Vehicles that are not released will not be included in the calculation of an operator's share of the recoverable administrative costs.

The Board will provide a quarterly invoice to each operator for its share of the costs based on a review of the figures for released vehicles released in the previous quarter. Operators will be required to remit the amount identified in the invoice within 30 days of the date of the invoice.

7. ONE BIDDER RULE AND STATUTORY DECLARATIONS:

- a) Responses to this Quotation Request may be submitted by individuals, partnerships or corporations carrying on business as a towing operator. Each such towing operator may submit a response in respect to any or all of the towing districts; however, the Board will not award contracts for more than one district to the same towing operator.
- b) Bidders will be required to submit statutory declarations in the forms set out in Schedule "H" of this Quotation Request. Successful bidders will be required to submit supplementary statutory declarations as circumstances may require. The Board reserves the right to terminate the contract or contracts awarded pursuant to this Quotation Request where upon application of the principles set out below two or more towing operators under contract to the Board for towing and pound services are determined to be one "bidder".
- c) At the direction of the Unit Commander of Traffic Services, enquiries may be undertaken to confirm statements made in the statutory declarations.
- d) All statutory declarations submitted in respect of a response to this Quotation Request may, at the discretion of the Unit Commander of Traffic Services, be made available to members of the public and, therefore, should not contain proprietary commercial information or trade secrets nor the personal information of any third parties.
- e) For the purposes of the following principles and the related statutory declaration, the following definitions apply:

“control” includes, but is not limited to:

- a) being a Senior Officer of a corporation or a member of a partnership that directly or indirectly controls or has a direct or indirect pecuniary interest in a Towing Operator; and
- b) the interest a person has in a corporation when the person beneficially owns, directly or indirectly, or exercises control or direction over, equity shares of the corporation carrying more than 10% of the voting rights attached to all equity shares in the corporation for the time being outstanding;

“pecuniary interest” does not include a direct or indirect pecuniary interest an individual may have merely by virtue of being related to another individual nor does it include any arm’s length transaction for the provision of towing services to another Towing Operator or for the sale or purchase of tow trucks to or from another Towing Operator;

“person” includes a corporation;

“Principal” means an individual carrying on business as a Towing Operator or a member of a partnership carrying on business as a Towing Operator;

“related” means a relationship between two people where one is the sibling, spouse of a sibling, parent, grandparent, child, spouse of a child, spouse, parent of a spouse, grandparent of a spouse, sibling of a spouse, spouse of a sibling of a spouse or grandchild of the other;

“Senior Officer” means any member of the board of directors, the president, any vice-president, the secretary, the treasurer or the general manager of a corporation or any other person who performs functions for the corporation similar to those normally performed by a person occupying any such office;

“Towing Operator” means an individual, partnership or corporation which has submitted a response to this Quotation Request.

Two Towing Operators will be presumed to be a single bidder when:

- a) any person directly or indirectly controls or has a direct or indirect pecuniary interest in both Towing Operators; and
- b) any individual who directly or indirectly controls or has a direct or indirect pecuniary interest in one of the Towing Operators is related to any individual who directly or indirectly controls or has a direct or indirect pecuniary interest in the other Towing Operator. This presumption can be rebutted by provision of proof to the contrary to the Board, including statutory declarations in the form set out in this Quotation Request.

8. ENQUIRIES AND INTERESTED BIDDERS INFORMATION MEETING:

All enquiries concerning this Quotation must be directed to:

Staff Sergeant Fergus Reynolds
Toronto Police Service
Traffic Services
45 Strachan Avenue
Toronto, Ontario
M6K 1W7
Telephone Number (416) 808-1918
Fax (416) 808-1922

A meeting for all interested bidders to discuss the requirements of this Quotation Request will be held:

Traffic Services Unit
Friday March 10, 2000
10:00a.m.
2nd Floor
35 Strachan Ave. Toronto.
(enter from the west side of building)

SCHEDULE "A"

POUNDS

DISTRICT AREAS:

Noted below are the descriptions of the approximate boundaries of each District.

DISTRICT NO. 1

- North** Lawrence Avenue
East Bathurst Street south to Eglinton Avenue. East on Eglinton Avenue to Spadina Avenue;
South on Spadina Avenue to Spadina Road to the Lake Ontario Shoreline.
West Humber River
South Lake Ontario Shoreline (Toronto Islands Excluded)

DISTRICT NO. 2

- North** Steeles Avenue West
East Humber River
South Lake Ontario Shoreline
West 427 Highway, Eglinton Avenue West to Etobicoke Creek

DISTRICT NO. 3

- North** Steeles Avenue from the Humber River to Victoria Park Avenue
East Victoria Park Avenue from Eglinton Avenue East to Steeles Avenue East
West Humber River from Lawrence Avenue West to Steeles Avenue West
South Eglinton Avenue East from Victoria Park Avenue to Sunnybrook Park (west of Leslie Street), north along the branch of Don River to Lawrence Avenue from Bayview Avenue to the Humber River

DISTRICT NO. 4

- North** Steeles Avenue East
East Pickering Town Line to the Little Rouge River
West Victoria Park Avenue
South Lake Ontario Shoreline

DISTRICT NO. 5

- North** Lawrence Avenue East and West, Eglinton Avenue East
East Victoria Park Avenue
West Spadina Road, Eglinton Avenue, Bathurst Street, Bayview Extension
South Canadian Pacific Railway Tracks, Lake Ontario Shoreline (Toronto Islands Excluded)

DISTRICT NO. 6

North Canadian Pacific Railway tracks

East Bayview Avenue Extension, Pottery Road, Don River and its extension southerly to the shoreline of Lake Ontario.

West Spadina Avenue and Spadina Road

South Lake Ontario Shoreline (Toronto Islands Included)

POUND REQUIREMENTS:

The pound must be located within the noted District boundaries, with the exception that the District 6 contract pound may be located in District 5.

Pounds must meet the minimum space specifications set out in the following chart. The minimum area refers to the area of the pound intended for the exclusive storage of vehicles towed pursuant to this contract. Areas devoted to buildings or landscaping features, or space where non-contract towed vehicles are stored, will not be included in the calculation of this area.

TOW DISTRICT	SPACE REQUIRED IN POUND
1	105,000 sq. ft.
2	90,000 sq. ft.
3	105,000 sq. ft.
4	90,000 sq. ft.
5	90,000 sq. ft.
6 (excluding 10 York Street)	45,000 sq. ft.

- a) The operator must agree to use only pounds for which the contract was awarded unless otherwise authorized by the Unit Commander, Traffic Services.
- b) The operator shall be responsible for keeping the public and police facilities located within the pound clean. Walls shall be painted and worn carpeting or tiles shall be replaced upon direction of the Unit Commander, Traffic Services.
- c) The area used for police impounds must be fenced with chain link or other suitable fencing to a minimum height of six feet. A gate must be provided and kept closed, except when authorized vehicles are entering and leaving the pound.

- d) Any pound area not utilized in conjunction with servicing this contract must be clearly identified by signs or markings, and must be separated from the police pound by means of a chain link or other suitable fencing to a minimum height of six feet. No direct access to the police pound can be gained by persons or vehicles other than through the driveway or area of the premise actually occupied and used by the bidder for a towing and pound operation.
- e) The pound area must be lit at night to allow persons to have a clear view of all vehicles in the pound.
- f) The pound area must be under the protection of a fence alarm or under video surveillance to a monitoring station in the pound office at all times.
- g) The pound office must be accessible to members of the public and staff with disabilities. Not less than one disabled person reserved parking spot must be maintained free of ice and snow at all times. This parking spot must be not less than 300 square feet with a paved asphalt, concrete or interlocking paving stone surface. The office will be accessible to persons requiring assistive devices directly from the parking spot and the gradient must comply with any applicable municipal requirements.
- h) The pound office must be open to members of the public 24 hours per day, 7 days per week, so that members of the public may retrieve vehicles authorized for release by police personnel. Three parking spaces must be kept available for members of the public where on-street parking is not permitted.
- i) The pound surface must be covered with crushed stone, concrete or asphalt. Mud surfaces are not acceptable.
- j) All pounds must have the necessary equipment installed to audio and video record all transactions involving police impounds. Recorded tapes must be retained for 90 days by the operator and shall be surrendered to the Unit Commander, Traffic Services, upon demand.
- k) The pound office must be directly accessible from the street with no gates or fences at the point of pedestrian access. The area must be fully lit and monitored to ensure the safety of all persons.
- l) Subject to the right of a bidder to propose to add, after the date of closing, up to one-third of the pound space required by the Quotation Request, as of the date of closing for the Quotation Request, the existing pound operation must meet the requirements for pounds as identified in items c) and i) in this section, i.e. fencing and surfacing.

As well, the pound office, referred to in various items in this section, must exist, although the specific requirements for the pound office, identified in those items and in Schedule "E" to the Quotation Request, need not be in place as of the aforementioned date of closing.

Despite the foregoing, all the requirements for pounds set out in this section and in Schedule "E" of the Quotation Request, must be met no later than the date of commencement of the contract, currently anticipated to be June 1, 2000. However, as of the date of closing, bidders must provide proof, satisfactory to the Board in its sole discretion, that all the requirements for pounds set out in the Quotation Request will be met as of the date of commencement of the contract. Such proof may be in the form of executed agreements for the supply of the goods and services required for compliance with the pound requirements. All agreements should be binding, subject only to the awarding of the contract contemplated by this Quotation Request.

SPECIAL REQUIREMENTS - DISTRICT 6

The operator must agree to the special conditions governing the Downtown Tow Away Programme as contained in the draft agreement attached as Schedule "J" to this Quotation Request. The boundaries of the designated Downtown Tow Away Programme are: Bloor Street to Front Street, Jarvis Street, to University Avenue/Queen's Park Crescent/Avenue Road. Additional areas within the District are serviced during the rush hour as necessary.

In addition to the Downtown Tow Away Programme pound located at No. 10 York Street, a pound area for contract vehicle impound storage must be provided.(45,000 sq. ft.)

SCHEDULE "B"

SCHEDULE OF CHARGES

The contract for police towing is for the towing of vehicles ordered impounded by members of the Police Service. Towing from collision scenes at the request of the owner of the vehicle is not a police ordered impound.

Bidders are directed to indicate a single flat rate charge for towing. The total bid price will include all costs, including administration costs, relating to the towing, storage, disposal or release of an impounded vehicle. The Board will not consider any bids where the total bid price exceeds \$105.00, exclusive of taxes. No additional fees of any kind are permitted except as noted in the following paragraph.

Fees apply to all police authorized impounds of vehicles with a gross vehicle weight of less than 5000 kg., located within the road allowance or where the tow truck can be driven to the vehicle to be towed. Winching and off-road recovery costs are permitted to be charged in addition to the flat rate.

Company Name _____ Pound Area Bid on _____

TOWING FEE (Standard tow)
(includes dollies, kilometrage, time charges, and all costs of any kind)

\$ _____

STORAGE (per 24 hour period)

(The storage day is 24 hours from the time the vehicle arrives at the pound. A time-clock stamp shall be used to record the time of arrival. Twenty-five per cent (25%) of the 24 hour storage fee is chargeable for each hour of the first 4 hours, which shall include any part of an hour. One hour is payable as soon as the vehicle arrives at the pound. The hourly rate and minimum rate will reapply at the conclusion of each 24 hour period.)

\$ _____

Contract Price for comparison to determine lowest price (not including applicable taxes):

Towing Fee \$ _____

+

Storage Fee \$ _____

=

Total \$ _____ (Record this amount on the Summary Sheet)

RELEASE ON SCENE

50% of Towing Fee \$ _____

(Vehicle must be in the towing position, ready to be lawfully towed. All others will be released to the owner at no charge if claimed before leaving the scene)

With respect to the successful bidder, a copy of this Schedule will be filed with the Toronto Licensing Commission as a separate contract rate card. For the term of the contract, rates for all other services, including towing of vehicles having a gross vehicle weight of more than 5,000 kg., will be those rates filed by the operator with the Toronto Licensing Commission and submitted with this Quotation.

SCHEDULE "C"

TOWING EQUIPMENT

The following chart specifies the minimum number of tow trucks required for each district:

DISTRICT	STANDARD TOW TRUCKS	HEAVY TOW TRUCKS
1	35	2
2	15	1
3	20	2
4	15	1
5	20	1
6	35	2

Towing equipment is to be listed on the following pages.

Attach copies of: provincial registration certificates showing validation, Toronto Licensing Commission licences, vehicle ownerships, lease agreements and lien searches for each truck to be used to service the contract.

DEFINITIONS:

1. **Standard Tow Truck** A standard tow truck will be capable of towing vehicles with a gross vehicle weight of up to 5,000 kg. The truck will be a dual rear wheel configuration on a frame rated at not less than one ton. Modified pickup trucks are not acceptable. Towing equipment will be permanently mounted and capable of performing damage free towing such as wheel-lift or flat bed trucks. The use of slings and other outmoded equipment is prohibited.
2. **Heavy Tow Truck** A heavy duty truck will be capable of towing vehicles having a gross vehicle weight of 15,000 kg. Must also be capable of performing damage free towing with appropriate equipment installed.

TOWING SAFETY REQUIREMENTS:

All tow trucks used to service the contract must be equipped with back-up lights and an audible warning device, which shall at all times be kept in good working order and which, combined with a flashing amber roof light, shall be activated prior to the tow truck commencing a reversing action in order to hook-up to a vehicle that is to be impounded.

Tow booms on tow trucks owned by the operator are to be kept lowered at all times when a tow truck is in motion (including reversing up to a vehicle which is to be impounded) other than when a vehicle has been, or is actually being, hooked-up to a tow truck.

When not in use, dollies are to be affixed to the tow truck in such a manner so as to afford maximum visibility to the rear of the vehicle by the driver of the tow truck.

SCHEDULE "D"

CORPORATE OFFICERS AND DIRECTORS

PLEASE TYPE ALL INFORMATION.

Legal Name of Company _____

Usual Business Name _____

Address _____

Telephone Number _____

CVOR Number _____

Each officer and director of the corporation must be listed and sign this document.

NOTICE

By affixing his/her signature(s) to this document, each officer and director hereby authorizes the Toronto Police Service to make enquiries of all police systems, the Workplace Safety and Insurance Board, the Better Business Bureau, the Credit Bureau, Dunn and Bradstreet, the Toronto Licensing Commission, the Ministry of Consumer and Corporate Relations and any other source deemed appropriate to determine his/her good character, creditworthiness and business history. By affixing his/her signature following his/her name, each person authorizes release of information to the Toronto Police Service upon presentation of a copy of this document. Each individual authorizes the release of personal and financial information to a member of the Toronto Police Service upon presentation of a copy of this document.

Full Name Surname, Given name(s)	Position	Date of Birth YY/MM/DD	Signature

(photocopy additional pages as required)

SCHEDULE "E"

POLICE FACILITIES

The following shall be the minimum facilities provided at the pound for the use of the Toronto Police Service pound officer, such facilities to be maintained to the satisfaction of the Unit Commander, Traffic Services:

1. A separate office or partitioned area of not less than 80 square feet, to which access is restricted to police personnel.
2. A telephone with a separate line capable of calling 411 and long distance.
3. A separate telephone line for computer access.
4. A desk that can be secured.
5. A typewriter.
6. An office chair.
7. A waste paper basket.
8. A six drawer file cabinet which can be secured.
9. Access to a proper washroom.
10. A full length metal locker which can be secured.
11. Access to and the use of a photocopier and fax machine at no cost to the police.

Repair and maintenance of all office furniture and equipment and the cost of the separate telephone lines will be at the expense of the Operator.

All police and public facilities shall be kept clean by the Operator. Walls shall be painted and worn carpets and tiles replaced at the direction of the Unit Commander, Traffic Services.

SCHEDULE "F"

INVOICES FOR POLICE TOWS

Invoice forms shall include the following words printed in sufficient size and located on the invoice forms so as to be boldly visible:

Invoice for Police Contract Tows Only

Contract Rates:

Tow: \$

Storage: \$

Release on Scene: \$

Invoices for non-contract tows shall not contain any reference to the Board or the Toronto Police Service.

All invoice forms shall be approved by the Unit Commander, Traffic Services.

SCHEDULE "G" - (CERTIFICATES OF INSURANCE)

CERTIFICATES OF INSURANCE

- (iii) no Senior Officer of the Operator directly or indirectly controls any other Towing Operator by any means whatsoever;
 - (iv) no individual or partner in a partnership, or Senior Officer in any Corporation, controls the Operator, other than as disclosed herein; and
 - (v) no individual or partner in a partnership, or Senior Officer in any Corporation, has a direct or indirect pecuniary interest in the Operator, other than as disclosed herein.
7. To the best of my knowledge and belief, no individual who directly or indirectly controls or has a direct or indirect pecuniary interest in the Operator is related to any individual who directly or indirectly controls or has a direct or indirect pecuniary interest in another Towing Operator

OR

7. The following individuals who directly or indirectly control or have a direct or indirect pecuniary interest in another Towing Operator are related to an individual who directly or indirectly controls or has a direct or indirect pecuniary interest in the Operator:

each of whom has sworn a statutory declaration in the form set out in the Quotation Request.

8. To the best of my knowledge and belief, no Senior Officer of the Operator, and no corporation affiliated with the Operator or its Senior Officers have any direct or indirect interest in or control over any entity which operates or controls an auto body repair business and no such person will have any direct or indirect interest in or control over any such entity during the term of any agreement between the Operator and the Toronto Police Services Board to provide towing services to the Board.
9. To the best of my knowledge and belief, no Senior Officer of the Operator, and no corporation affiliated with the Operator or its Senior Officers, have any direct or indirect interest in or control over any entity which operates or provides municipal law enforcement services in the City of Toronto and no such person will have any direct or indirect interest in or control over any such entity during the term of any agreement between the Operator and the Toronto Police Services Board to provide towing services to the Board
10. To the best of my knowledge and belief, no Senior Officer of the Operator, and no corporation affiliated with the Operator or its Senior Officers, have any direct or indirect interest in or control over any entity which operates or provides a collision reporting centre in the City of Toronto and no such person will have any direct or indirect interest in or control over any such entity during the term of any agreement between the Operator and the Toronto Police Services Board to provide towing services to the Board.

And I make this solemn Declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DECLARED before me at the)
)
 of)
)
 in the)
)
 this day of)
)
 A.D. 2000.)

A Commissioner, etc.

CANADA)	IN THE MATTER OF a quotation for
)	the operation of vehicle towing and pound
)	services under contract with the Toronto
)	Police Services Board, dated
)	, 2000, made by
PROVINCE OF ONTARIO)	
)	
)	
CITY OF TORONTO)	(hereinafter called the "Operator")
)	
)	

I, _____ of the _____
of _____ in the _____
, do solemnly declare as follows:

1. That I am _____ (state position or interest in Operator) _____, and as such have knowledge of the matters hereinafter declared to.
2. The Operator has submitted a response to Quotation Request No. _____ of the City of Toronto (the "Quotation Request").
3. In making this declaration, I am incorporating the definitions for "Senior Officer", "control", "Towing Operator", "Principal", "related", "person" and "pecuniary interest", which are set out in the Quotation Request.
4. I am related to the following individuals (state relationship to each) and as a result the Operator and _____ (state name of other Towing Operator) _____ are presumed to be a single bidder pursuant to the terms of the Quotation Request:

Person	Relationship
--------	--------------

5. I rebut the presumption that the Operator and _____ (state name of other Towing Operator) _____ are a single bidder for the following reasons:

6. In particular, the following statements apply in respect of the relationship between the related individuals listed in paragraph 4 and myself:

- (i) we keep confidential from each other all matters pertaining to the preparation and submission of bids, quotations or tenders for the provision of towing services;
- (ii) we keep confidential from each other all proprietary information concerning our respective Towing Operators;
- (iii) we keep confidential from each other all legal advice given to our respective Towing Operators;
- (iv) we keep confidential from each other the financial records of our respective Towing Operators;
- (v) our advisors, including our financial and legal advisors, keep confidential from each other all information concerning our respective Towing Operators;
- (vi) the commercial relationship between our respective Towing Operators is consistent with the competitive business practices amongst other towing operators in our industry; and
- (vii) the revenues from our respective Towing Operators are not in any way commingled or used to subsidize or finance the operations of each other's Towing Operator.

And I make this solemn Declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DECLARED before me at the)
)
 of)
 in the)
)
)
 this day of) _____
)
 A.D. 2000)

A Commissioner, etc.

Schedule "T"

DRAFT

THIS AGREEMENT made in quadruplicate this 1st day of June, 2000

BETWEEN:

(hereinafter referred to as "the Operator")

OF THE FIRST PART

- and -

TORONTO POLICE SERVICES BOARD

(hereinafter referred to as "the Board")

OF THE SECOND PART

WHEREAS the Board, in connection with the discharge of its responsibilities under the *Highway Traffic Act* as amended, and the *Police Services Act*, as amended, (hereinafter referred to as "the Acts") requires a vehicle towing and a pound service to serve the towing district identified in Article 1;

AND WHEREAS the Operator has submitted the Quotation identified in Article 1, which Quotation is by reference incorporated into and made part of this Agreement and forms Appendix "1" to this Agreement;

AND WHEREAS the Board has accepted the said Quotation on the terms and conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for and in consideration of the premises and of the covenants and agreements hereinafter contained, the parties hereto covenant and agree, each with the other, as follows:

DEFINITIONS

In this Agreement:

- (a) "Deserted Vehicle" means a vehicle that has been left unattended without lawful authority and that appears by reason of its age, appearance, mechanical condition, lack of number plates, or invalid plates, to be deserted;

- (b) "District" means Towing District Number _____;
- (c) "Hook-up or Hooked-up" means the attachment of a Vehicle to a tow truck such that the front or rear of the Vehicle has been raised and the Vehicle is otherwise ready to be towed but is not yet in motion en-route to the Operator's Pound or other authorized place;
- (d) "Private Property" means land used for or in association with private business concerns or for residential purposes;
- (e) "Quarterly Charge" means an amount calculated by the Board in each quarter of the Term by:
 - (i) dividing the amount of \$116,289.00 by the total number of towed Vehicles released in such quarter of the Term to persons claiming such Vehicles by all towing and pound services operators under contract with the Board, which includes vehicles released on scene; and
 - (ii) multiplying the figure obtained by the calculation identified in (i) by the number of Vehicles towed and released by the Operator in the District in such quarter of the term;
- (f) "Quotation" means Quotation Sheet No. _____;
- (g) "Release Fee" means the fee so specified in Schedule "B" of the Quotation;
- (h) "Service" means the Toronto Police Service;
- (i) "Term" means the period from June 1, 2000 up to and including May 31, 2003;
- (j) "Towing" shall be deemed to have occurred once a Vehicle which has been Hooked-up is in motion en-route to the Operator's Pound or other place designated by a police officer or other member of the Service;
- (k) "Unit Commander" means the Unit Commander of the Traffic Services Unit of the Service or his or her representatives; and
- (l) "Vehicle" shall include trailers and motor vehicles or any parts thereof.

OPERATOR'S SERVICES AND PAYMENT

2. The Operator will provide for the use of the Service, at no cost to the Board, during the Term or any permitted extension thereof, and in accordance with the requirements of the Quotation, the following:

- (a) a Vehicle pound within the District (herein referred to as the "Operator's Pound") to be situated at the location described on the appropriate Schedule of the Quotation, with the portion so designated on the said Schedule to be used exclusively for the storage of Vehicles caused to be moved or taken thereto by a police officer or other member of the Service; and
 - (b) a towing service to tow Vehicles, including Deserted Vehicles, to the Operator's Pound or to such other place which a police officer or other member of the Service may order from within the District, including from Private Property and including any and all other services (including snow and ice removal) required to effect the said towing service (the "District Towing Service").
- 3. The Operator's Pound and the District Towing Service shall be available to the Service on a twenty-four (24) hour, seven (7) day a week basis and the Operator shall provide sufficient staff at its own expense at the Operator's Pound to permit the towing, storage and removal of Vehicles at all times.
- 4. The Operator shall maintain a reasonable response time to calls for service, consistent with weather, traffic conditions, and the size of the District, and shall have available such minimum number of tow trucks as may be required to maintain such reasonable response time, or as may be directed from time to time by the Unit Commander.
- 5. No Vehicle shall be released from the Operator's Pound without the direction in writing of a responsible member of the Service authorized to so release the Vehicle.
- 6. Subject to the right of termination and extension as provided for in this Agreement, the Operator shall have the exclusive right, during the Term, to provide the services described in this Agreement.
- 7. The Operator shall remit to the Board the Quarterly Charge and any applicable taxes on such charge within thirty (30) days of the date of an invoice submitted by the Board to the Operator following each quarter of the Term or any extension thereof. The obligation to remit the Quarterly Charge shall survive the termination of the Agreement or any extension thereof.
- 8. If the Operator fails to remit the Quarterly Charge in accordance with section 7, such unpaid amount(s) will bear interest at the rate of interest charged by the Royal Bank of Canada from time to time at Toronto for loans in Canadian Dollars to prime commercial borrower plus two per cent (2%) calculated and compounded monthly from the due date to the date of full payment.

ADVERTISING AND INFORMATION

9. The prior written approval of the Unit Commander shall be obtained for any wording or advertising appearing on any equipment, facilities or in any other form concerning the Agreement having been entered into between the Operator and the Board.
10. The Operator shall display the following message on each front door of each tow truck utilized by the Operator in fulfilling this Agreement, in letters of at least 3 cm in height, and in such a manner as to promote easy visibility:

Release Fee may apply. Request rate card for rate information.

11. Subject to Articles 9 and 10, the Operator shall not in or on any truck, vehicle or other equipment used for the purposes of this Agreement, or in any advertising material connected with the operation of the pound and towing service, use any wording, lettering or colour scheme which is designed to convey to the public, or may have the effect of conveying to the public, the impression that the pound and towing service is identified as a part of, or is a division of or in any way associated with the Service or the Board.
12. Without limiting the generality of Article 11, the Operator shall not refer to the Service or the Board on any invoices utilized by the Operator and shall take all reasonable precautions to ensure that no member of the public is led to believe that a Vehicle was towed and stored pursuant to this Agreement when such is not the case.
13. The Operator must prominently display signage at the Operator's Pound that clearly indicates the towing and storage rates for Vehicles other than those towed or stored pursuant to this Agreement.

FEES AND RATES

14. The Operator may charge the owners of Vehicles for the provision of towing and related services, including Release Fee, storage and other allowable charges, amounts not exceeding the rates identified in Schedule "B" of the Quotation, and such rates are to be posted on a notice located in a conspicuous place in the Pound visible to said owners, such notice indicating that the said charges have been registered with the Board. No other charges of any sort except those identified in Schedule "B" are permitted.
15. The Operator shall not charge any fee other than a Release Fee in circumstances where the owner or person responsible for a Hooked-up Vehicle arrives at the Vehicle prior to Towing and pays the Release Fee.

16. Where the Vehicle towed (or if not yet towed, Hooked-up) has a gross vehicle weight of greater than 5,000 kilograms, the Operator may charge the owner of such Vehicle for the services necessarily provided, in accordance with the rates filed by the Operator with the Toronto Licensing Commission as of the date the Quotation was submitted to the Board, which rates form part of the said Quotation attached to this Agreement. The Operator shall not charge a fee for hooking-up the Vehicle once a towing fee becomes applicable.
17. The Operator shall, upon the direction of a police officer or other member of the Service, attend on Private Property for the purpose of towing Vehicles, including Deserted Vehicles, to the Operator's Pound, provided that the owner or manager of the Private Property first agrees to pay to the Operator the amounts set out in Schedule "B" of the Quotation respecting Towing charges.
18. The Operator shall only charge for its services in accordance with the rates set out in Schedule "B" of the Quotation, and shall collect all charges prior to releasing any Vehicle. The Operator shall provide in each truck, a plasticized rate card in the form described in the said Schedule "B", and shall display such card to every owner or person responsible for a Vehicle who arrives at said Vehicle prior to it being towed. The card must clearly set out the following words:

The Operator may charge the Release Fee plus any applicable federal or provincial taxes on the service provided, but may charge no other fee, for any Vehicle which has been raised into towing position and is otherwise ready to be towed. The Operator must release the Vehicle upon payment of the Release Fee.
19. The Board, its agents, employees and members of the Service, shall not be responsible for or liable to pay any charges for services rendered pursuant to this Agreement.

PROBLEM RESOLUTION

20. If requested by the Unit Commander from time to time, a representative of the Operator shall attend a meeting convened by the Unit Commander for the purpose of attempting to resolve any problem identified by the Unit Commander with respect to the operation of the towing and pound service or the administration of this Agreement, and the Operator shall, in good faith, cooperate with the Unit Commander in attempting to achieve such resolution.
21. The Unit Commander is not required to undertake the problem resolution process identified in Article 20 prior to the Board initiating the process for termination of the Agreement set out in Article 22.

TERMINATION

22. If at any time during the Term of this Agreement, or any extension thereof, the Operator fails to operate the towing and pound service and maintain the appurtenant facilities or any of them in a manner satisfactory to the Unit Commander or the Board, or breaches this Agreement in any manner whatsoever irrespective of the magnitude of the breach, the Board may, in its sole discretion, terminate this Agreement by giving to the Operator seven (7) days' notice in writing of such termination.
23. Upon the termination of this Agreement, whether by the passage of time or otherwise, all Vehicles then at the Operator's Pound shall continue to be the responsibility of the Operator, provided that Article 5 hereof shall continue to apply to all such Vehicles notwithstanding anything to the contrary contained in this Agreement.

INSURANCE AND INDEMNITY

24. The Operator shall obtain, at its own expense, insurance policies in form, content and amount satisfactory to the Board and the City of Toronto and through an insurer licensed to sell insurance in the Province of Ontario.
25. Without limiting the generality of Article 24, the Operator shall obtain:
 - (a) in the name of the Operator, a Standard Garage Automobile Policy (S.P.F. No. 4) with a section "A" Limit of Liability of not less than \$2,000,000.00 per accident covering all vehicles utilized by the Operator in fulfilling this contract. The Policy shall cover section "E", subsection "1" for a minimum of \$50,000.00 per customer's automobile and shall be endorsed to cover Legal Liability for Comprehensive Damage to Customers' Automobiles - including Open Lot Pilferage (S.E.F.No.77). The Endorsement shall specify the minimum capacity as outlined in the appropriate Schedule of the Quotation, attached to this Agreement, and shall provide a section "E" subsection "2" Limit of Liability of not less than \$500,000.00 per occurrence.
 - (b) in the name of the Board and the City of Toronto, a Non-Owned Auto Policy (S.P.F. No. 6) with a Limit of Liability of not less than \$2,000,000.00 per occurrence covering legal liability for bodily injury, death or property damage arising out of the use or operation on behalf of the Board and/or the City of Toronto of any of the vehicles utilized by the Operator in fulfilling the Agreement; and
 - (c) in the name of the Operator, a liability policy with a Limit of Liability of not less than \$2,000,000.00 per occurrence covering claims for bodily injury, death, personal injury or property damage from others arising out of the Operator's premises and operations and shall state that the policy is primary before any other insurance or self-insurance available to the Board or the City of Toronto. The policy shall contain a cross-liability clause of standard wording.

26. An insurance certificate in the form set out in Schedule "G" of the Quotation, and any other evidence requested by the Unit Commander that the aforementioned policies are in full force and effect, shall be provided to the Board and the City of Toronto upon inception of this Agreement and at any time during the term of this Agreement, upon written request of the Unit Commander. The certificate of insurance shall also provide for not less than thirty days prior written notice to the Board and the City of Toronto by the insurer in the event of cancellation or material change in coverage.
27. The Operator will, from time to time and at all times hereafter, well and truly save, defend and keep harmless and fully indemnify the Board and the City of Toronto and each of its officers, employees and agents and members of the Service of, from and against all actions, suits, claims, executions and demands which may be brought against or made upon them or their officers, employees, and agents, and members of the Service, or any of them, save and except any action or claim for wrongful or unlawful seizure of any Vehicle arising out of an order by a member of the Service for the removal and storage of such Vehicle pursuant to the Acts, and of, from and against all costs, charges, damages, liens and expenses which may be sustained, incurred or paid by the Board or the City of Toronto, their officers, employees and agents and members of the Service or any of them by reason of or on account of the Operator's provision of the services under this Agreement, including the provision of services through independent contractors.

CONDITION OF EQUIPMENT AND FACILITIES AND CONDUCT OF PERSONNEL

28. The Operator warrants and represents that it has available, and will keep and maintain in good working condition and make available for the purposes of carrying out the provisions of this Agreement, the towing and other equipment identified in Schedule "C" of the Quotation and the pound and pound capacity identified in Schedule "A" of the Quotation, and agrees to maintain such pound and towing and other equipment in a clean and tidy condition to the satisfaction of the Unit Commander.
29. The Operator, its employees and agents shall at all times conduct themselves in a professional and courteous manner, and without limiting the generality of the foregoing, shall keep all trucks, personnel, facilities and premises utilized in furtherance of this Agreement in a clean and tidy condition.
30. The Operator shall ensure that none of its employees or agents wears any form of clothing, uniform or accessories that suggest that such employees or agents represent or are affiliated with the Service.

31. The Operator shall maintain all trucks, vehicles and other equipment and facilities used for the purpose of this Agreement in such condition so as to comply with all standards for operation set out in the *Highway Traffic Act*, as amended, and all by-laws of the City of Toronto. If at any time the Unit Commander, in his or her sole discretion, determines that the said standards have been violated, the Unit Commander may, by written notice to the Operator, direct that the condition of said trucks, vehicles and other equipment and facilities be altered so as to comply with the said Act and by-laws, and the Operator shall comply with such direction.
32. The Unit Commander may conduct inspections of the Operator's facilities at the Operator's Pound at any time without notice.

USE OF COMPUTER

33. The Operator shall use the computer system supplied by the Board for the purposes of this Agreement and shall, at its own expense, make such alterations to the Operator's Pound and supply such utilities as are required to install and use such computer system.
34. Members of the Service will train staff at the Operator's Pound in the use of the computer system, at no cost to the Operator, provided that any of the Operator's staff's access to such computer system shall be approved by the Unit Commander.
35. The Operator shall ensure that the arrival to, and release from, the Operator's Pound of all Vehicles towed and stored pursuant to this Agreement shall be recorded forthwith on the computer system and in written form, both upon such arrival and release.

INVOICES

36. The Operator shall, upon the release of any Vehicle, give to the owner thereof or his or her agent an invoice itemizing each service provided and the cost thereof, and agrees to abide by such procedures as may be determined by the Unit Commander from time to time relating to bookkeeping, accounting, and retention and inspection of records with respect to all transactions covered by this Agreement.
37. Invoice forms for tows conducted pursuant to this Agreement shall be light blue in colour to distinguish them from any other invoice forms used by the Operator. The invoices shall comply with the requirements set out in Schedule "F" of the Quotation.
38. The Operator shall, upon payment of a Release Fee and the release of any Vehicle, give to the owner thereof or his agent, an invoice setting forth the Release Fee and any applicable federal or provincial taxes.

STATUS OF OPERATOR

39. The Operator covenants that there is no relationship between the Operator and any other towing operator currently under contract to the Board for the provision of towing and pound services to such an extent as would have prevented, under the terms of the Quotation, both the Operator and the other towing operator in the opinion of the Board from being awarded contracts at the time such contracts were awarded, and the Operator acknowledges that if, in the opinion of the Unit Commander or the Board, there should develop a relationship between the Operator and another towing operator under contract to the Board of a type that would have prevented both the Operator and the other towing operator, under the provisions of the Quotation, from each being awarded contracts, the Board has the absolute discretion to terminate this Agreement in accordance with the provisions of Article 22 hereof.
40. It is acknowledged and agreed that the relationship between the parties is based upon a special trust and confidence reposed by the Board in the Operator personally. The Operator shall not assign or transfer its interest in this Agreement without the prior written consent of the Board, and the Board may refuse its consent without giving reasons; provided further that if the Operator is a partnership or a corporation there shall be no further sale, issue or transfer of shares, nor change in control, directorship, officers or beneficial interest in the said partnership or corporation without the prior written consent of the Board and the Board may refuse its consent without giving reasons. Where the Board has approved a change in the officers or directors of the Operator, the Operator shall submit an amended Schedule "D" to the Quotation, upon which is to be recorded an up-to-date list of all officers and directors. Should the Unit Commander or the Board, in their sole discretion, decide that there has been a violation of this Article, the Board may terminate this Agreement in accordance with the provisions of Article 22 hereof.

NOTICE

41. Any notice required or allowed to be given hereunder shall be good and sufficiently given to the other party if delivered in person or mailed by prepaid registered post addressed as follows:
- (a) in the case of notice to the Operator, to

or by personal delivery to the Operator, any of its servants, employees or agents at the Operator's Pound or left at the Operator's last known address;
 - (b) in the case of notice to the Board, to

Toronto Police Services Board
40 College Street
Toronto, Ontario
M5G 2J3

Attention: Executive Director

or to such other address as either party may notify the other in writing, and in the case of mailing as aforesaid, and in the absence of a major interruption in postal service affecting the handling/delivery thereof, any such notice shall be deemed to have been received on the fourth business day next following such mailing.

CHANGE OF POUND LOCATION

42. The Operator shall provide ninety (90) days' advance notice in writing to the Unit Commander of its intention to change the location of the Operator's Pound, which change in location shall only be permitted upon approval of the Board.

OTHER COVENANTS

43. The Operator further covenants and agrees as follows:

- (a) the Operator shall not demand or receive payment in advance for any service provided hereunder, except as provided for in this Agreement;
- (b) the Operator shall only use the equipment necessary for towing the Vehicle in question, and shall charge therefor only in accordance with this Agreement;
- (c) the Operator will provide, in each tow truck and at the Operator's Pound, facilities to permit members of the public to pay for services rendered by "Master Card", "Visa" and "American Express" credit card; and
- (d) the Operator will provide, in each tow truck and at the Operator's Pound, facilities to permit members of the public to pay for services rendered in U.S. dollars, at an exchange rate commensurate with the exchange rates then in effect at commercial institutions in the City of Toronto.

COMPLIANCE WITH LAWS

44. This Agreement is expressly made subject to all laws, statutes and regulations of Canada and the Province of Ontario and all by-laws of the City of Toronto. The Operator hereby expressly acknowledges that Schedule 37 of By-law No. 20-85 of the former Municipality of Metropolitan Toronto, as amended, or any successor by-law respecting licensing requirements as they relate to the owners and drivers of tow trucks, may be amended from time to time. The Operator further acknowledges that the said by-law(s) may be amended so as to set rates for the provision of towing services in the City of Toronto, in which case the Operator will be abide by such rates, if required, notwithstanding anything in this Agreement.

45. In providing the services under this Agreement, the Operator shall comply with all applicable laws, statutes and regulations of Canada and the Province of Ontario and all applicable by-laws of the City of Toronto. Without limiting the generality of the foregoing, throughout the Term and any extensions thereof, the Operator shall maintain a record in good standing with the Toronto Licensing Commission and will pay all federal, provincial and municipal taxes and assessments on a timely basis, as required.

ACCESSIBILITY OF POUND

46. The Operator shall ensure that the pound office is accessible by wheelchair, and where trailers are used to house such offices, the Operator shall be required to provide a ramp with railings to permit access. The Operator shall further be required to provide all reasonable assistance to disabled persons whose Vehicles have been impounded hereunder.

SUB-CONTRACTING

47. Subject to Article 48, all Vehicles, equipment and facilities that are used for providing the services, must be owned, leased or otherwise held in the name of the Operator, and the Operator shall supply copies to the Unit Commander and the Board of all agreements and other documentation relating to the ownership, leasing or holding of such Vehicles, equipment and facilities when requested so to do.

48. In circumstances where the Operator's own equipment and vehicles are insufficient to meet the towing needs arising under special circumstances, such as special events or emergencies, the Operator shall be permitted to obtain assistance from other towing operators, provided that:

- (a) the other towing operator is also under contract with the Board for the provision of towing and pound services;
- (b) only the charges set out in Schedule "B" of the Quotation are charged;
- (c) each tow truck shall contain the appropriate rate card for the District; and
- (d) Vehicles may only be towed to the Operator's Pound, unless otherwise directed by a police officer or other member of the Service in accordance with Article 2(b) hereof.

49. Provided the Operator complies with Article 47, the Operator may utilize the services of independent contractors to perform any portion of the services to be provided under this Agreement.

50. The Operator shall be solely responsible for payment of any independent contractor employed, engaged or retained by it for the purpose of discharging its obligations under this Agreement and the Operator shall be solely liable for any costs or damages arising from acts or omissions of any such independent contractors.

51. The Operator shall ensure that any independent contractor utilized by the Operator for the purpose of this Agreement complies fully with all applicable requirements of this Agreement with respect to the provision of towing and pound services. The failure of any independent contractor to comply with any such requirements may constitute a basis for termination of this Agreement as if the failure were that of the Operator itself.

TOWING GUIDELINES

52. Should the Service at any time adopt towing guidelines governing any aspects of the service provided by the Operator hereunder, including, but not limited to, speed, parking, stopping and conduct, the Operator agrees to distribute and review such guidelines with its personnel and to obtain an "Acceptance and Understood" form, in the form supplied by the Unit Commander, from its personnel, which forms, once completed, shall be filed with the pound officer.

POUND OFFICE

53. The Operator shall provide and maintain for the use of the Service, at no cost to the Board, a fully equipped office at the pound, and, without restricting the generality of the foregoing, provide and maintain the equipment and facilities as described in Schedule "E" of the Quotation.

OPERATOR'S LIENS

54. No Vehicles impounded pursuant to this Agreement shall be disposed of by the Operator, except in accordance with the *Repair and Storage Liens Act* and/or the *Police Services Act*, or any successor legislation thereto, and no public sale may take place without 15 days' notice in writing to the Unit Commander of the Operator's intention to hold such public sale. The Operator shall, at its own expense, conduct searches for existing liens or security registered against Vehicles intended to be sold and deliver all notices as required to be given by the *Repair and Storage Liens Act* or any successor legislation thereto.

FINANCIAL SOLVENCY

55. During the Term of this Agreement or any extension thereof, the Operator shall notify the Unit Commander forthwith of the occurrence of any of the following events:

- (a) the bankruptcy or insolvency of the Operator; the filing against the Operator of a petition in bankruptcy; the making of an authorized assignment or proposal for the benefit of creditors by the Operator; the appointment of a receiver or trustee for the Operator or for any assets of the Operator; or the institution by or against the Operator of any other type of insolvency proceeding under the *Bankruptcy Act* or otherwise;

- (b) the institution by or against the Operator of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of the Operator;
- (c) if the Operator ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;
- (d) if any execution, sequestration, extent or other process of any court becomes enforceable against the Operator or if a distress or analogous process is levied upon the assets of the Operator or any part thereof.

56. During the Term of this Agreement or any extension thereof, the Operator shall annually provide the Unit Commander with a statutory declaration, in a form acceptable to the Unit Commander, declared by a chartered accountant and attesting to the review of the financial books and records of the Operator and the financial solvency of the Operator.

57. The Board may terminate this Agreement in accordance with the provisions of section 22 if, in its sole discretion, it is of the opinion that the Operator is, or may become, financially insolvent, or that any of the events identified in Article 55 has occurred or is likely to occur.

EXTENSION OF AGREEMENT

58. The Board may at its sole option extend the Term of this Agreement for a maximum of one year from the date fixed for completion in Article 1(i) hereof.

GENERAL

59. The Board may grant any such extension of time under this Agreement, as it may in its sole discretion deem warranted, which extension shall not be deemed to be a waiver of any of its rights hereunder.

60. No condonation, excusing or overlooking by the Board of any default, breach or non-observance of any of the Operator's obligations under this Agreement at any time or times shall affect the Board's remedies with respect to any subsequent (even if by way of continuation) default or breach.

61. No waiver shall be inferred from or implied by anything done or omitted to be done by the Board.

62. This Agreement and everything contained herein, shall be binding upon and enure to the benefit of the Board and the Operator, and their respective heirs, successors, executors, administrators and assigns.

63. The parties covenant and agree that the provisions and schedules contained in the Quotation shall be construed as forming part of the Agreement, provided that if there is a conflict between the Quotation and this Agreement, the provisions contained in this Agreement shall prevail.
64. The provisions of Articles 7, 8, 23 and 27 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals attested to by the hands of their respective officers duly authorized in that behalf.

SIGNED, SEALED & DELIVERED

) **TORONTO POLICE SERVICES BOARD**
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) Chair c/s
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) **(OPERATOR)**
) Per:
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) Per:
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) c/s

DATED this 1st day of June, 2000

- and -

TORONTO POLICE SERVICES BOARD

AGREEMENT
No. District,

H.W.O. Doyle
City Solicitor
Station 1260, 26th Floor
Metro Hall, 55 John Street
Toronto, Ontario M5V 3C6
Attn: Karl Druckman

Schedule "J"

DRAFT AGREEMENT

THIS AGREEMENT made in quadruplicate this 1st day of June, 2000

B E T W E E N:

(hereinafter referred to as "the Operator")

OF THE FIRST PART

- and -

TORONTO POLICE SERVICES BOARD

(hereinafter referred to as "the Board")

OF THE SECOND PART

WHEREAS the Board, in connection with the discharge of its responsibilities under the *Highway Traffic Act*, as amended, and the *Police Services Act*, as amended, (the "Acts") has established a vehicle pound on premises owned by the City of Toronto on the west side of York Street, south of Lake Shore Boulevard West, known municipally as No. 10 York Street, Toronto (the "Pound"), in conjunction with the institution of its Downtown Tow-Away Programme (the "Programme") in the area presently bounded by Bloor Street/Davenport Road, Church Street, Jarvis Street, Front Street, University Avenue/Queen's Park Crescent/Avenue Road and Dundas Street between University Avenue and Spadina Avenue;

AND WHEREAS the Operator has agreed to provide certain services to the Board in conjunction with the Programme on the terms and conditions hereinafter set forth;

AND WHEREAS by virtue of an agreement of even date herewith (hereinafter referred to as "the District Pound Agreement") the Operator has agreed to provide and operate a vehicle towing and pound service to service Police Towing District No. 6;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the premises and of the covenants and agreements hereinafter contained, the parties hereto covenant and agree, each with the other, as follows:

- (2) The Operator further agrees as follows:
 - (a) during the period when the Pound is not being staffed and supervised by the Operator in accordance with subclause 1(1)(a) above, to remove vehicles therein to the Operator's pound identified in the District Pound Agreement, which shall be open at all times, so that no unsupervised vehicles are left at the Pound at any time;
 - (b) to collect all towing and storage charges for services rendered prior to releasing any vehicles impounded under the Programme, the said charges and release procedures to be the same as those established under the District Pound Agreement;
 - (c) to pay all hydro charges associated with the Pound; and
 - (d) to maintain and repair the Pound at its own expense and on its own initiative or, if necessary, upon demand by the Unit Commander or the Board, except for repair or replacement of the pavement.
2.
 - (1) The Operator shall obtain, at its own expense, insurance policies in form, content and amount satisfactory to the Board and the City of Toronto through an insurer licensed to sell insurance in the province of Ontario.
 - (2) Without limiting the generality of the foregoing, the Operator shall obtain:
 - (a) in the name of the Operator, a Standard Garage Automobile Policy (S.P.F. No. 4) with a section "A" Limit of Liability of not less than \$2,000,000.00 per accident covering all vehicles utilized by the Operator in fulfilling this contract. The Policy shall cover section "E" subsection "1" for a minimum of \$50,000.00 per customer's automobile and shall be endorsed to cover Legal Liability for Comprehensive Damage to Customers' Automobiles - including Open Lot Pilferage (S.E.F. No. 77). The Endorsement shall specify the minimum capacity of the Pound and shall provide a section "E" subsection "2" Limit of Liability of not less than \$500,000 per occurrence;
 - (b) in the name of the Board and the City of Toronto, a Non-Owned Auto Policy (S.P.F. No. 6) with a Limit of Liability of not less than \$2,000,000.00 per occurrence covering legal liability for bodily injury, death or property damage arising out of the use or operation on behalf of the Board and/or the City of Toronto of any of the vehicles utilized by the Operator in fulfilling the Agreement; and

- (c) in the name of the Operator a liability policy with a Limit of Liability of not less than \$2,000,000.00 per occurrence covering claims for bodily injury, death, personal injury or property damage from others arising out of the Operator's premises and operations and shall state that the policy is primary before any other insurance or self-insurance available to the Board or the City of Toronto. The Policy shall contain a cross-liability clause of standard wording.
 - (3) An insurance certificate in the form required by the District Pound Agreement, and any other evidence requested by the Unit Commander that the aforementioned policies are in full force and effect, shall be provided to the Board and the City of Toronto upon inception of this Agreement, and at any time during the term of this Agreement upon written request of the Board or the City of Toronto. Such evidence of insurance shall also provide for not less than thirty days prior written notice to the Board and the City of Toronto by the insurer in the event of cancellation or material change in coverage.
- 3.
 - (1) The Operator shall pay and discharge, on or before the due date, any and all business taxes levied, assessed or arising out of its operations hereunder.
 - (2) The Operator shall pay any and all amounts for realty and local improvement taxes for, or in respect of, the Pound premises levied or assessed during, or referable to, the term hereof, such amounts to be paid upon being invoiced therefor by the City of Toronto.
- 4. It is understood and agreed that the boundaries of the Programme as set out in the first Recital hereof may be amended from time to time.
- 5. Except where inconsistent with the terms herein contained, the terms, conditions and covenants set out in the District Pound Agreement shall apply to this agreement mutatis mutandis and, without restricting the generality of the foregoing, shall apply to the Operator's use and responsibility for the Pound and its appurtenant facilities.
- 6. It is understood and agreed that the Operator is providing the services hereunder to assist the Board in the implementation of the Programme and that the provision of such services is not and shall not be deemed to be occupancy of the said Pound by the Operator.
- 7. This Agreement and everything contained herein shall be binding upon and inure to the benefit of the Board and the Operator, and their respective heirs, successors, executors, administrators and assigns.

IN WITNESS WHEREOF the Board and the Operator have hereunto affixed their respective corporate seals attested to by the hands of their respective proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED) **TORONTO POLICE SERVICES BOARD**
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) Chair
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) **(OPERATOR)**
) Per:
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) Per:
) _____ c/s
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**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 11, 2003**

**#P342. TORONTO POLICE SERVICE AUCTIONS: ON-LINE AUCTION
REPORT**

The Board was in receipt of the following report OCTOBER 09, 2003 from Julian Fantino, Chief of Police:

Subject: ON-LINE AUCTION STATUS REPORT

Recommendation:

It is recommended that: the Board approve the issuance of a Request for Quotation for on-line auctioneering services.

Background:

At its meeting of August 14, 2003, the Board requested a report be submitted with respect to the Toronto Police Service using eBay as its sole auction provider. (Board Min. No. P222/03 refers). This report to include:

- details of the contractual agreement including all terms and conditions;
- a comparison of revenue generated and costs associated to auctions held over the previous five years;
- an evaluation of the eBay auction process to date;
- an assessment of all other auction options available with a recommended preferred option identified; and
- whether the eBay auction process is in compliance with Section 132(4) of the Police Services Act and Toronto Police Service Procedure 09-01.

In accordance with Section 132 (2), the Chief of Police may cause property to be sold, and the Board may use the proceeds for any purpose that it considers in the public interest. The Ontario Police Services Act states the following in Section 132(4):

“If the property is not perishable, the following rules apply to its sale:

1. The property may be sold when it has been in the possession of the police force for at least one month, in the case of a motor vehicle as defined in the Highway Traffic Act or a bicycle, or for at least three months, in the case of other property.
2. The sale shall be by public auction or by public tender.
3. At least ten days notice of the time and place of the public auction shall be given by publication in a newspaper of general circulation in the municipality.
4. The sale may be adjourned, repeatedly if necessary, until the property is sold.”

Historically, the Service conducted in-house public auctions utilizing the services of civilian employees of the Property and Evidence Management Unit.

Prior to the re-location of the Property and Evidence Management Unit on June 2, 1997, to its current location, a report to identify and address the feasibility of conducting future in-house auctions at 799 Islington was commissioned. The report was prepared by the BGM Group, the management consulting firm involved in the re-location and change management of the Property and Evidence Management Unit. It recommended that auctioneering services be contracted out to a third party based on the following findings:

1. The Etobicoke Planning Department has indicated that a minimum of 26 additional parking spaces will be required. The parking lot at 799 Islington Avenue cannot accommodate any additional parking spaces.
2. Building code requires a one-hour fire rated separation for the auction area (if space was available). This would result in additional costs for renovations.
3. Building code requires seven washrooms with one of the seven requiring barrier free access. The cost to construct the washrooms is prohibitive considering they would be used for auction purposes only.
4. Additional costs would be incurred in renovating the new building to ensure the public area of the auction is completely segregated from the rest of the building.

As a result, the Board approved a contract for auctioneering services for the Property and Evidence Management Unit to G.T.A. Auctions and Liquidations Inc. (Board Min. No. 181/97 refers).

On August 14, 2002, G.T.A. Auctions and Liquidations Inc. ceased to operate and conduct business. This resulted in the opportunity for the Service to explore alternative methods of auctioning unclaimed miscellaneous items. On September 16, 2002, Ms. Brenda Radix, Supervisor, Property and Evidence Management Unit attended an International Association for Property and Evidence Inc. (IAPE) 'Property and Evidence Management in Law Enforcement' training course. The facilitator for this course was Mr. Joseph T. Latta, Executive Director, IAPE Inc. Information was disseminated at this seminar in relation to police auctions, which were currently conducted on-line in the States of California and Washington, namely, PropertyRoom.com and StealItBack.com.

Mr. Joseph Martino, Manager, Purchasing Support Services was approached by representatives from edeal Services Corporation who tabled the prospect of conducting the auctions on-line on behalf of the Service. Mr. Martino researched the Toronto market with respect to on-line auction providers, and edeal Services Corporation was the only company known to the Service at that time that was affiliated with a major on-line auction broker, namely, eBay, and who possessed an eBay Application Programming Interface (API) licence. This licence provided edeal with the capacity to fully automate the posting process and systematically retrieve auction and consumer data. Without this licence it would have been necessary to manually process each posting,

purchase transaction and correspondence of confirmation sent to purchasers. As a result, edeal Services Corporation was selected for the purpose of facilitating the pilot project auction tasks such as digitally photographing the property, shipping the items and collecting payments, tasks not facilitated by eBay. The eBay web-site was utilized as the medium to aggregate listings posted on the Service auction site.

Prior to pursuing this proposal, Mr. Martino approached Mr. Karl Druckman, Toronto City Solicitor, and a legal opinion was subsequently obtained confirming that all aspects of the on-line auction process were in compliance with Section 132(4) of the Police Services Act. A copy of this opinion is on file for reference as required.

Upon receipt of the legal opinion, a Scope of Work document was developed. The document was reviewed by Toronto City Solicitor, Mr. Karl Druckman, who in turn, developed a contractual agreement which the Board and edeal Services Corp. entered into on December 18, 2002. The term of this Agreement was for one hundred and fifty days from the date of the Agreement, therefore, terminating on May 18, 2003. A copy of this Agreement which includes all terms and conditions is appended to this report. (Appendix 1 refers).

In accordance with Service Procedure 09-01, a notice prohibiting any member of the Board or the Service from bidding on any item listed on the branded auction site was published on the web-site. In addition, the contractual agreement included the following requirement:

“Edeal shall make reasonable efforts to ensure that no member, representative, employee or agent of edeal, eBay or the Board enter or cause to be entered a bid on any Item of Property being auctioned for sale”. (Appendix 1, Page 9 refers).

Throughout the term of the agreement, the impact of the pilot project was assessed including consumer feedback, resource requirements, inventory management costs, and the generation of revenue.

Historical Revenue:

The following is a comparison of the revenue generated at the auctions held over the previous five years:

TABLE #1

Year	Number of Auctions Held	Number of Items/Lots	Net Revenue	Average Price Point per Item/Lot	Increase in Revenue Over Previous Year per Item/Lot
1998	6	2398	\$129,621.59	\$54.05	Not Applicable
1999	12	4508	\$263,968.33	\$58.55	+8.32%
2000	10	2737	\$147,569.33	\$53.91	-7.93%
2001	11	5103	\$160,170.77	\$31.39	-41.77%
2002	6	2643	\$74,598.29	\$28.22	-10.1%
January 27 to May 15, 2003	On-Line	1783	\$106,112.19	\$59.51	+110.88%

Associated Costs:

Historically, auctions that were conducted in-house by Service personnel were scheduled on a Thursday evening in order to accommodate the employment schedules and commitments of community members. Subsequently, this necessitated scheduling unit members on an overtime basis to facilitate auction assignments including the release of property once it had been purchased and the collection of funds. In order to off-set the overtime costs that were incurred, ten percent (10%) of the revenue generated at the auctions was transferred to PEMU's operating budget.

Once the decision was made to out-source the auction process to G.T.A. Auctions and Liquidations Inc., overtime was no longer incurred. Unit members facilitated all of the tasks associated to preparing the items for auction on an on-duty basis with no additional administrative costs incurred.

Throughout the pilot project, the same methodology that was utilized for preparing items prior to sale by G.T.A. Auctions and Liquidations Inc. was adopted. Therefore, no additional administrative costs were incurred and again, the processing was facilitated on an on-duty basis.

The method of sale, whether it be outsourced to a third party to conduct auctions in a public forum or on-line has no impact upon the soft-dollar costs associated to preparing items for auction. The level of resources required to perform the necessary database queries in an effort to ascertain ownership prior to an auction, and then reviewing the suitability of items for sale remains static. There is no cost differential between these two methods of sale.

Pilot Project Evaluation:

Following the launch of the pilot project on January 27, 2003, the consumer response was instantaneous. A total of 769 feedback responses were received. The comments were categorized as follows:

Positive:	665 (86.48%)
Negative:	60 (7.80%)
Neutral:	44 (5.72%)

The negative feedback was assessed and determined to fall within the following three areas of concern:

- 38% - Listing and Presentation
- 31% - Customer Service
- 31% - Shipping and Fulfilment

Inherent and as anticipated with the implementation of any pilot project, challenges were presented and resolved. eDeal Services Corp. in consultation with members of the Service invoked the following corrective measures to respond to concerns raised by various bidders and buyers:

- item descriptions were articulated in a more clear and concise manner, particularly with respect to items that presented a potential concern with emphasis placed on highlighting negative aspects such as scratches, cracked, not tested etc.
- a photography training session facilitated by a professional photographer was attended by edeal employees to address items such as compensating for inadequate lighting at the storage facility where the digital photographs were taken
- the use of local couriers was eliminated
- all items were subsequently shipped via United Parcel Service (UPS) with a tracking number assigned to each package
- buyers were afforded the ability to track their packages directly via the UPS website
- on-site pick-up of items was permitted to reduce shipping costs incurred by the buyers
- the shipping and fulfilment team was integrated to provide seamless customer service
- all negative feedback was responded to within 48 hours

Consumer Information:

A total of 37,185 bids were registered throughout the pilot project. Although seventy percent (70%) of the winning bids originated from the Greater Toronto Area, winning bids were registered from as far away as:

Victoria, British Columbia
 Goose Bay, Labrador
 Eyebrow, Saskatchewan
 Truro, Nova Scotia
 Southbend, Indiana and;
 Fort Lauderdale, Florida

Historically, approximately two hundred members of the community would attend the public auctions facilitated by G.T.A. Auctions and Liquidations Inc.

Disadvantages:

Members of the community who utilize the Internet to purchase products display a heightened level of consumer expectations. As a result, there is unwillingness on the part of some bidders to purchase used items and/or there is an expectation that a return policy should be in effect.

Conducting auctions on-line excludes potential bidders who do not own a computer and are unwilling to visit a public library or cyber café to place their bid(s) although this access is provided at no cost.

The rate of commission charged by on-line auction providers is generally substantially higher than that charged by a brick and mortar public forum provider. During the first three years of their contract, G.T.A. Auctions and Liquidations Inc. charged a commission rate of 23%. When their contract was renewed in the 2nd quarter of 2002, the commission rate was reduced to 19%. The commission rate charged by edeal Services Corporation to facilitate the pilot project was 24%. (Table #2 refers). The increase in commission is directly attributable to the demands

placed on resources preparing the listing and presentations, digitally photographing the property, shipping preparation, and customer service assignments.

TABLE #2

Year	Vendor	Commission Rate
1999	GTA Auctions	23%
2000	GTA Auctions	23%
2001	GTA Auctions	23%
2002 (January to March)	GTA Auctions	23%
2002 (April to June)		19%
2003	edeal Services Corp.	24%

Advantages:

As is evident by the geographical diversity of the winning bids that were registered, conducting the auctions on-line increases the accessibility to the process to a much broader spectrum of the community, not just within the immediate boundaries of the City of Toronto.

Through the on-line process, bidders and buyers are afforded the opportunity to provide immediate on-line feedback which allows the processes to be transparent, thereby, instilling a high level of public confidence.

On-line auctioning occurs 24 hours a day – 7 days a week as opposed to public forum auctions which traditionally have been conducted once every five weeks and augmented with inventory from other sources. This expedited processing procedure reduces inventory levels and the stockpiling effect, which occurs when items are held internally until one week before a scheduled public auction. A continuous turnover of inventory results in the reduction of Service storage and management costs, and the double handling of property.

There is also a further definitive financial benefit, which is recognized by conducting the auctions on-line. Despite the increased commission rate and the necessity to respond to consumer expectations by providing a return policy, the revenue generated is significantly higher. This increased revenue affords the Board the unique opportunity to increase funding currently allocated to community initiatives and endeavours.

City of Toronto Auctions:

The City of Toronto has assisted the Service on three separate occasions by including the sale of unclaimed bicycles at both the spring and fall City auctions: (1) three hundred and thirty-three (333) bicycles at the November 2, 2002 auction; (2) one hundred (100) bicycles at the May 10, 2003 auction; and (3) four hundred (400) bicycles at the October 25, 2003 auction.

The City conducted these auctions in order to ease the critical storage burden of the Property and Evidence Management Unit. Unfortunately, the storage burden was only marginally alleviated due to the fact the City auctions are only conducted on a bi-annual basis, which is insufficient to adequately address, the significant quantity of unclaimed items processed by the Service.

Potential Options:

There are five options available to this Service with respect to conducting auctions as follows:

1. In-House Public Forum

As stipulated at the onset of this report, the ability for the Service to revert to conducting auctions in-house has been rendered cost-prohibitive due to the extensive renovations that would be required to ensure the PEMU facility met current bylaw regulations and building codes.

2. Rental of a Facility

The option of renting a facility to conduct auctions utilizing Service personnel was not researched in detail as this option was considered cost-prohibitive. In order to conduct the auctions in a rented facility, rental fees would be incurred, and it would be necessary to hire a licensed auctioneer to conduct each auction in order to comply with bylaw regulations. Furthermore, overtime expenses would be incurred for the members scheduled to facilitate auction assignments including the release of property once it had been purchased and the collection of funds.

3. On-Line Utilizing PEMU Personnel

The utilization of Service personnel to conduct the auctions directly on-line without the benefit of a third party would also be cost-prohibitive. A minimum of six (6) additional clerical personnel would be required to facilitate the web-site development, writing the listing and presentation details of each item, digitally photographing items, preparing the items for shipment, handling customer service inquiries, processing payments, and reconciling financial statements. The top salary of a Class A4 35 hour position in the Unit "A" Collective Agreement per annum is \$38,902.31 (January 2003 salary rates). The accumulative annual salaries of the six clerical positions (\$233,413.86) would entirely offset any generation of revenue, and in most cases, would result in a financial deficit.

4. Conducted in a Public Forum by a Third Party

One viable option would be to revert to conducting the auctions in a brick and mortar public forum. However, the tangible benefits of this course of action would be minimal when compared with the advantages of conducting the auctions on-line. One of the few potential benefits would be the elimination of any member of the community being excluded from this type of auction process unless accessibility to transit was an issue. The opportunity would also present itself for potential bidders to publicly view the items prior to registering a bid, thereby,

reducing or eliminating the necessity to institute a return policy and enhancing consumer satisfaction.

5. Conducted On-Line by a Third Party

The final option available to the Service would be to continue auctioning unclaimed miscellaneous items utilizing the services of a third party on-line auction provider.

Recommended Preferred Option:

The tangible benefits outlined in this report under the heading entitled 'Advantages' clearly define the successful nature of the on-line pilot project initiative. It is the opinion of the Service personnel involved in this endeavour that the continuation of conducting auctions on-line is both cost-effective and a prudent course of action from a business perspective.

Conclusion:

It is therefore recommended that the Board approve the issuance of a Request for Quotation for on-line auctioneering services.

Mr. Frank Chen, Chief Administrative Officer – Corporate Support Command will be in attendance to respond to any questions that the Board members may have.

The Board approved the foregoing.

APPENDIX 1

Public Online Auction Agreement

PUBLIC ONLINE AUCTION AGREEMENT between the Toronto Police Services Board (the “Board”) and Edeal Services Corp. (“Edeal”) of this 18th day of December, 2002.

1. Background

- (a) In carrying out its law enforcement responsibilities under the *Police Services Act*, the Toronto Police Service (the “Service”) regularly comes into possession of unclaimed miscellaneous property.
- (b) The Board may sell the non-perishable portion of the unclaimed miscellaneous property in its possession through public auction in accordance with section 132 of the *Police Services Act*.
- (c) The Board desires to have the public auction conducted online and Edeal has agreed to provide online auction services for the Board.
- (d) The Board and Edeal agree that the terms and conditions contained in this Agreement shall govern the provision of online auction services provided by Edeal pursuant to this Agreement.

2. Definitions

In this Agreement, the terms below are defined as follows:

“**Agreement**” means this Agreement, as it may be amended from time to time by both of the Parties in writing;

“**Bidder**” means a person who places a bid, but not necessarily the highest bid, on an Item of Property that is being auctioned online by Edeal pursuant to this Agreement;

“**Business Day**” means any day other than a Saturday, a Sunday or any day on which banks are generally not open in the City of Toronto;

“**Buyer**” means the highest Bidder on an Item of Property that is being auctioned online by Edeal pursuant to this Agreement;

“**Dutch**” means a multiple listing auction where Bidders specify both their offered price and the number of Items of Property on which they are bidding;

“**Item of Property**” or “**Items of Property**” means a single article of Property as defined in this Agreement if used in the singular and more than one article of Property as defined in this Agreement if used in the plural;

“Lot” means a group of Items of Property, grouped by the Property and Evidence Management Unit of the Service, and identified with a Service property receipt number and an occurrence number;

“Open” means an auction of Item(s) of Property that has a price, clearly indicated on the auction site, below which the Item(s) of Property cannot be sold;

“Party” or **“Parties”** means either the Board or Edeal if used in the singular and both the Board and Edeal if used in the plural;

“Property” means the non-perishable, miscellaneous articles that have come into the possession of the Service in the course of carrying out its law enforcement responsibilities under the *Police Services Act*, and that the Board has agreed to deliver to Edeal for the purposes of this Agreement;

“Sales Price” means the highest and final bid on an Item of Property that is being auctioned online by Edeal pursuant to this Agreement but this amount does not include any sales taxes, shipping and packaging fees or any other fees or expenses; and

“Transaction” means an actual or potential transaction as between Edeal and a Buyer.

3. Provision of Property

The Board shall provide to Edeal such Property as it, in its sole discretion, considers appropriate and which Edeal will offer for sale at an online public auction, according to the terms of this Agreement and in accordance with any requirements of the *Police Services Act*.

4. Online Public Auction

Edeal shall list each Item of Property provided by the Board pursuant to section 3 of this Agreement for online auction for a seven (7) day period, 24 hours a day. If an Item of Property is not sold within this first seven (7) day period, or if the Buyer is unable or ineligible to complete the Transaction, then Edeal shall re-list the same Item of Property for an additional seven (7) day period, 24 hours a day. If an Item of Property is still not sold within the second seven (7) day period, or if the Buyer is unable or ineligible to complete the Transaction, then Edeal shall list the Item of Property for a final seven (7) day period, 24 hours a day.

The Board shall not provide Edeal with any new Items of Property within the last twenty-one (21) days of the term of this Agreement.

At its sole expense, Edeal shall return to the Board all Items of Property listed three (3) times for auction but which remain unsold.

Edeal shall ensure that all auctions are Open. At Edeal’s discretion, any or all auctions may be Dutch.

5. Term of Agreement

The term of this Agreement is one hundred fifty (150) days from the date of the Agreement, identified above, unless terminated earlier in accordance with the terms of this Agreement.

6. Commission

For the satisfactory performance of services under this Agreement, Edeal will receive and retain from the proceeds of the sale as a commission from the Board an amount equal to twenty four per cent (24%) of the Sales Price on each Item of Property.

7. Inventory Site Management

Subject to the next paragraph, Edeal shall be solely responsible for the premises used for the storage of Property. The premises used for the storage of Property shall be within the boundaries of the City of Toronto.

Prior to Edeal using any premises for the storage of Property, representatives of the Property and Evidence Management Unit of the Service must approve the level of security for such premises, which approval shall not be unreasonably withheld.

Edeal shall be responsible for the provision of any equipment necessary to unload the Property at the premises used for its storage.

8. Delivery

A minimum of five (5) Business Days prior to the start of any auction, the Board will deliver the Property it wishes to have auctioned to Edeal at 860 Richmond St. W., Suite 100, Toronto, Ontario or to another location agreed upon by the Parties. The Board will deliver the Property at a time convenient to the Property and Evidence Management Unit of the Service any time, Monday through Saturday between 7:00 a.m. and 5:00 p.m.

The Board bears full responsibility for the Property up to the time of delivery of the Property to Edeal's premises used as storage for the Property. At the time of delivery, Edeal shall provide the Board with a receipt indicating that the Property has been received by Edeal and thereafter all risk of loss and damage for the delivered Property shall be borne by Edeal until such time as it is returned to the Board in accordance with sections 4, 11, 21 or 27 of this Agreement. Property returned to the Board in accordance with sections 4, 11, 21, or 27 shall be delivered by Edeal to the Property and Evidence Management Unit of the Service at 799 Islington Avenue, Toronto, Ontario, and Edeal shall bear the costs and expenses of such return delivery.

9. Title and Risk

The Board shall retain title to each Item of Property until it is sold. Once an Item of Property is sold, Edeal shall assume sole ownership of that Item of Property and shall assume sole responsibility for collection of payment from the Buyer and delivery to the Buyer and all costs and expenses of such collection and delivery.

Notwithstanding that title to an Item of Property remains with the Board until it is sold, Edeal shall be responsible for all physical damage to the Property while the Property is in its possession until such time as the Property is returned to the Board in accordance with section 8 of this Agreement or until the Property is sold. In the event of damage to an Item of Property for whatever reason, Edeal shall repair the Item of Property or if the Item of Property is not repairable, or it is commercially unreasonable to repair, Edeal shall reimburse the Board the market value of the Item of Property as determined by the Board in its sole discretion, acting reasonably.

In the event that an Item of Property is sold and Edeal does not receive payment from the Buyer according to the terms of this Agreement, title to the Item of Property shall revert to the Board.

10. Cataloguing and Photography

Edeal shall catalogue and photograph all Items of Property upon the delivery of the Property by the Board to Edeal. Edeal shall use such photographs as part of the presentation of Items of Property for online auction as it considers appropriate to promote the sale of the Items of Property.

11. Tests and procedures

Edeal shall undertake, and pay all costs and expenses of, tests or procedures which may be necessary, or which are specifically requested by the Board, to verify the authorship, attribution, quality or authenticity of any Item of Property, including gemological tests of jewellery and related matter.

Edeal shall advise the Board of the technical qualifications of its employees or consultants retained by Edeal who identify counterfeit Items of Property. In the event Edeal discovers that an Item of Property is counterfeit, it shall only auction the counterfeit Item of Property if Edeal receives written approval from the Board. Where the Board does not provide such written approval, Edeal shall return the counterfeit Item of Property to the Board.

12. No Warranty

The Board is providing all Property to Edeal on an 'as is' basis without warranty. At no time shall any claim be allowed against the Board with respect to any Item of Property sold.

13. Branded Auction Site

Edeal shall create a branded auction site for the Board, that shall project the highest professional image that, does not include any offensive material and that will include, but not be limited to, the following:

- (a) a “powered by Edeal” button;
- (b) eBay’s logo;
- (c) a notice prohibiting any member of the Board or the Service from bidding on any Item of Property;
- (d) a notice that at no time shall any claim be allowed against the Board or the Service in respect to any Property offered for auction;
- (e) a notice that all Property is sold on an ‘as is’ basis without warranty, and with a strict no return, no exchange and no refund policy; and
- (f) a disclaimer advising the Buyer that all shipping charges are the sole responsibility of the Buyer.

Within seven (7) Business Days of the date of this Agreement identified above, Edeal shall create and deliver to the Board on CD-ROM a model branded auction site whose design and method of use shall be in conformity with the terms of this Agreement. Edeal shall complete the final branded auction site, with any modifications requested by the Board, within three (3) Business Days of approval of the model branded auction site. The final branded auction site shall be in substantial conformity with the model branded auction site, as modified by the Board, and shall conform to the terms of this Agreement.

The Board will place a link to Edeal’s branded auction site on the Property and Evidence Management Unit web site.

14. Covenants Regarding Auction Site

Edeal covenants as follows in regard to the look, use and administration of the branded auction site and of any auctions:

(i) User Registration

Users will not need to register with the branded auction site in order to gain access to this site. Users will be allowed to browse categories and Items of Property without logging on to the site. Once a user decides to place a bid, he or she will be redirected to the eBay-listing page where he or she will be required to register on eBay in order to be able to place a bid.

(ii) Category Page Presentation

Lists of Items of Property for auction will be grouped and presented by category. Listing information for the branded auction site will include standard information found on eBay auction sites including, but not limited to, the following:

- (a) Title of Item of Property
- (b) Current Bid
- (c) Number of Bids
- (d) Time Left in Auction
- (e) Currency of Auction, which shall always be in Canadian Dollars
- (f) Type of Auction (i.e. Open, Dutch)

(iii) User's Local Cache

Pages used in association with any listing created by Edeal for the purposes of this Agreement may reside in a user's local cache for up to thirty (30) minutes.

(iv) Listing/Product Page Presentation

Listings of Items of Property will be presented in one of the standard listing templates created and used by Edeal but will contain all data pulled from eBay using the eBay Application Programming Interface (API). Static data, such as the description and title of Property, will be stored locally in Edeal's database and dynamic, volatile data, such as current bid and time left to place a bid on a particular auction will be pulled and merged with the static data to present the final view.

All Items of Property will be entered into a spreadsheet for bulk loading onto the auction site to ensure that each Item of Property delivered to Edeal by the Board at the same time will be available for auction for the same period of time.

All Items of Property will be aggregated with eBay listings.

(v) Search Pages

On the branded auction site and associated Edeal web sites, Edeal shall ensure that there exists a search function available to all potential Bidders. Such search functionality will utilize the standard text search engine used by Edeal to pull information from local search indices and present a list of Items of Property that match the search criteria.

(vi) Bidding, Bid History and Management

Bidding functionality will be performed real-time against the eBay site. For this purpose, all bidding, bid history and bid management will be done directly on the eBay site. Users will be redirected to the eBay site when any of these links are clicked.

(vii) Payment Integration

The branded auction site will be used to collect credit card payment for Items of Property sold. To achieve this, Edeal will use the eBay API to ensure that the following steps occur:

- (a) Send a confirmation email message to the Buyer. This email will outline payment instructions and include a special link to obtain access to the payment page. No other user will have access to this link. To ensure security, a one-time-use-token technology will be used.
- (b) Buyer will enter shipping information. The link in the email to the Buyer will take the Buyer to a page allowing him or her to enter his or her shipping information for the Item of Property purchased.
- (c) Buyer will enter credit card information. A secure page will be presented for the Buyer to enter his or her credit card information. The credit card will be authorized and charged for the amount of the auction plus any applicable shipping costs and taxes.
- (d) The Buyer will be sent an email confirming payment

(viii) Collections

Any credit card transactions or alternate payment must be completed within seven (7) Business Days from the date of auction closing or the Item of Property will be re-listed for the next possible auction date.

15. Rightful Owner

If the person who was the owner of an Item of Property, prior to it coming into the possession of the Board, claims it subsequent to the sale of the Item of Property at auction, Edeal shall attempt to secure the return of that Item of Property from the Buyer. If such attempt proves unsuccessful, Edeal shall reimburse such an owner the amount paid by the Buyer at no cost to the Board. For the purposes of this section, the Board shall verify the ownership claims of the person claiming to have owned the Item of Property prior to it coming into the possession of the Board.

16. Price of Property/No Reserve Bid

Edeal shall list each Item of Property for auction starting at one dollar Canadian (\$1.00 CAD). Each Item of Property will be offered for sale without a reserve bid or advance bid.

The Board may, in its sole discretion, require Edeal to implement a different auction starting price, auction duration or auction type on Items of Property that, in the Board's opinion, retail for over five thousand dollars Canadian (\$5,000.00 CAD).

17. Settlement of Account

On the last Business Day of each calendar month during the term of this Agreement and in the calendar month following the end of the term, in addition to the items required to be provided by Edeal to the Board under section 18 of this Agreement, Edeal will remit to the Board the Sales Price received and collected from the sale of Item(s) of Property in the preceding calendar month after deducting Edeal's commission. Edeal shall make such payment to the Board in the form of a certified cheque made payable to the Toronto Police Services Board.

In the event Edeal has received notice of a Buyer's intention to rescind the purchase of an Item of Property or of any other claim related to an Item of Property or its sale or, for any reason, has refunded the Sales Price to a Buyer prior to the last Business Day of a calendar month, Edeal shall not be required pay the Board the amount of the Sales Price of that Item of Property.

18. Accounting

Edeal shall maintain full and detailed records pertaining to all sales of Property and collections of funds for such sales. Edeal shall keep such records open for inspection by representatives of the Board for a period of seven (7) years from the closing date of an auction. In such records, Edeal must include an itemised list of all Items of Property sold, the Board's property receipt number, Sales Price, and Buyers' information including name, address and telephone number, email address and payment particulars.

When Edeal remits payment in accordance with section 17 of this Agreement, Edeal shall also forward to the Board, in respect to the Property for which payment is being remitted, the sale slips in numbered order, together with tally tapes of the sales, itemising Sales Price, each applicable sales tax shown separately, a statement detailing revenues and a certified cheque for the amount of the Sales Price less any commission that is owing. Such sales slips must be multiple copy, sequentially numbered, and include the Buyer's name, address and telephone number. At such time, Edeal shall also provide one (1) copy of a list showing the name, address and postal code of the Buyer.

For the purpose of better marketing and presentation of Items of Property, Edeal may elect to auction individual Items of Property within a Lot, or combine Items of Property from different Lots for the purpose of auction, provided that Edeal shall always provide full and detailed records pertaining to the sale of each Item of Property within the Lot by reference to the receipt number and the occurrence number used by the Property and Evidence Management Unit of the Service to identify such Lot.

19. Advertising

The Board shall give at least ten (10) days notice of the date, time and duration of the auctions being conducted by Edeal by publication in a newspaper of general circulation in the City of Toronto in accordance with the *Police Services Act*.

With the exception of the notice identified in the preceding paragraph, Edeal shall be responsible for the provision of, and all costs and expenses associated with, any advertising. Any such advertising shall be provided to the Board for approval no less than five (5) Business Days prior to the publication of the advertising.

20. No bidding

Edeal shall make reasonable efforts to ensure that no member, representative, employee or agent of Edeal, eBay or the Board enter or cause to be entered a bid on any Item of Property being auctioned for sale.

21. Withdrawal

Prior to a bid being placed on an Item of Property listed for auction online by Edeal, the Board may request Edeal to remove that Item of Property from auction and return that Item of Property to the Board and Edeal shall deliver it to the Board within five (5) Business Days of such request.

22. Licences and Other Legal Requirements

Edeal shall provide at its own expense any licences or other forms of qualification required by the City of Toronto Licensing Commission. Edeal shall be responsible for delivering a copy of a City of Toronto Licence valid for the current year to the Board at least five (5) Business Days prior to the commencement of the first auction. Edeal must be in good standing with the City of Toronto Licensing Commission at all times during the term of the Agreement, failing which it shall forfeit any and all rights to undertake auctions of the Property.

Edeal must possess a valid vendor's permit as required by subsection 5(1) of the Ontario *Retail Sales Tax Act*.

At least five (5) Business Days prior to the commencement of the first auction, Edeal shall ensure that it has entered into the necessary agreements and arrangements with eBay in order to fulfil its obligations under this Agreement. Edeal shall further ensure that no other contractual arrangement shall impede the fulfilment of its obligations under this Agreement.

In addition to the foregoing, Edeal shall at all times ensure that it complies with all applicable laws, statutes, regulations and by-laws which may pertain to the provision of services under this Agreement.

23. Security

At least one (1) week prior to the start of the first auction, Edeal shall deposit with the Board a certified cheque for forty thousand dollars Canadian (\$40,000.00 CAD) made payable to the Toronto Police Services Board which shall remain with the Board for the term of this Agreement. The Board may cash such certified cheque in the event that Edeal does not remit payment of the

Sales Price in accordance with section 17 of this Agreement, or does not return unsold Items of Property to the Board in accordance with sections 4, 11, 21 or 27 of this Agreement.

24. Insurance

During the term of this Agreement and for a period of one (1) year following the end of the term, Edeal shall maintain comprehensive general liability insurance covering all operations and liability assumed under the scope of the work under this Agreement for not less than one million dollars Canadian (\$1,000,000.00 CAD) with an insurance company satisfactory to the Board and Edeal shall pay all premiums in connection therewith. Edeal shall maintain all-risk property insurance on an actual cash value basis as determined by the Board in its sole discretion.

Edeal shall ensure that the Board, the City of Toronto and the Toronto Police Service shall be added to such insurance policies as additional insured, and that such insurance includes a cross liability clause, in connection with the scope of work under this Agreement. Edeal shall provide the Board with a copy of such insurance policy, or a certificate of such insurance in a form supplied by the Board, at least one (1) week prior to the commencement of the services outlined in this Agreement.

25. Indemnity

Edeal shall indemnify and hold harmless the Board, its agents, employees, successors and assigns from and against any and all liabilities, losses, damages, claims, suits and expenses, including legal expenses, of whatsoever kind and nature imposed on, incurred by, or asserted against the Board, its agents, employees, successors and assigns relating to or arising out of any of the following: (1) the storage, possession, use, selection, delivery, sale or operation of the Property; (2) any failure on the part of Edeal to perform or comply with the terms of this Agreement; (3) any inaccuracy of any representation or warranty made by Edeal in connection with any Transaction; (4) the claims of third parties claiming or challenging title to any Items of Property, or claiming infringement of any copyrights or similar proprietary interests; or (5) the claims of Buyers, persons claiming for Buyers or any other person resulting from Edeal offering for sale or selling any Items of Property, whether or not the Items of Property have been offered, sold or returned to Edeal.

26. Notices

All notices required pursuant to this Agreement shall be delivered by hand to the Party for which it is intended, sent by fax, telegram, or similar form of transmitted message or sent by prepaid courier directed to such Party at the address indicated below,

In the case of notice to Edeal:
edeal Services Corp.
860 Richmond Street West, Suite 100
Toronto, Ontario Canada M6J 1C9
Attn: Mitchell Cone, Director of Corporate Development
Fax: 416-504-1821

and, in the case of notice to the Board:

Toronto Police Services Board
40 College Street
Toronto, Ontario
Canada M5G 2J3
Attn: Joe Martino, Manager of Purchasing
Fax: 416-808-7977

or at such other address as either Party may stipulate by notice to the other. Any notice delivered by hand or prepaid courier shall be deemed to be received on the date of actual delivery thereof. Any notice so sent by telegram or similar form of transmitted message shall be deemed to have been received on the next Business Day following transmission.

27. Termination

The Board may terminate this Agreement immediately on notice if:

- (a) Edeal shall file a voluntary petition in bankruptcy or insolvency or shall petition for reorganization under any bankruptcy law;
- (b) Edeal shall consent to involuntary petition in bankruptcy or if a receiving order is given against it under the *Bankruptcy and Insolvency Act* or the comparable law of any other jurisdiction;
- (c) there shall be entered an order, judgement or decree by a court of competent jurisdiction, upon the application of a creditor, approving a petition seeking reorganization or appointing a receiver, trustee or liquidator of all or a substantial part of Edeal's assets; or
- (d) Edeal shall fail to perform any of the other material obligations set forth in this Agreement and such default in the case of a default which is remediable continues for a period of fifteen (15) Business Days after written notice of such failure has been given by the Board to Edeal.

In the event of termination, Edeal shall return all unsold Property to the Board within five (5) Business Days of the notice of termination to an address specified by the Board. Edeal shall reimburse the Board for all actual costs incurred by the Board as a result of this Agreement up until the effective termination date.

28. No Waiver

The failure by either Party to exercise any right, power or option given under this Agreement, including without limitation the right of termination, or to insist upon the strict compliance with the terms and conditions of this Agreement by the other Party, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or

subsequent breach thereof, nor waiver by such Party of its right any time thereafter to require strict compliance with all terms and conditions hereof.

29. Right to Enter into this Agreement

Each Party warrants that it has the right to enter into this Agreement.

30. Assignment

The Parties to this Agreement shall not assign this Agreement or the performance of the obligations under this Agreement without the prior written consent of the other Party.

31. Severability

The invalidity or unenforceability of any provision of these terms and conditions shall not affect the validity or enforceability of any other provision of this Agreement and any such invalid or unenforceable provision shall be deemed to be severable.

32. Headings

The section headings used in this Agreement are for convenience of reference only and do not form a part of these terms and conditions, and no construction or interference shall be derived therefrom.

33. Force Majeure

The Board shall not be liable for any delay or failure in performance caused by circumstances beyond its reasonable control.

34. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

35. Time of the Essence

Time is of the essence of this Agreement and if either Party shall fail to perform the covenants on its part to be performed at the times fixed for performance under the terms of this Agreement, the other Party may elect to terminate this Agreement.

36. Entire Agreement

All prior negotiations, representations, contracts or agreements, if any, between the Parties hereto relating to the Property are merged into this Agreement and this Agreement is complete, entire and the only agreement between the Board and Edeal.

37. Survival

The provisions of sections 9, 12, 15, 17, the first and second paragraphs of 18, 24 and 25, shall survive the term of this Agreement or early termination of this Agreement for any reason whatsoever.

38. Successors and Assigns

This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the Parties.

39. No Obligation

The satisfactory completion of the work under this Agreement shall not obligate the Board to retain Edeal to undertake any subsequent work.

IN WITNESS WHEREOF the Parties have set their hands and seals.

SIGNED, SEALED AND DELIVERED
in the presence of:

TORONTO POLICE SERVICES BOARD

Per: *Joe Martino, Manager*
JOE MARTINO

Name: _____
Title: *Frank Chen*

Name: _____
Title: _____

edeal SERVICES CORP.

Per: _____
Name: _____

Title: *Colin Webber*

Name: *Colin Webber*
Title: *CEO*

I have authority to bind the Corporation.

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 11, 2003**

**#P343. REQUEST TO WAIVE THE ADMINISTRATIVE FEE FOR PAID
DUTIES REQUIRED BY THE TORONTO TRANSIT COMMISSION**

The Board was in receipt of the attached correspondence, dated November 25, 2003, from Vincent Rodo, General Secretary, Toronto Transit Commission, containing a request that the Board waive the paid duty administrative fees related to paid duty services the TTC requires for work it will perform on public roadways.

The Board discussed this matter and decided that it could not accommodate the TTC's request to waive the paid duty administrative fees in this case and received the foregoing correspondence.



TORONTO TRANSIT COMMISSION



HOWARD MOSCOE
CHAIR

SHERENE SHAW
VICE-CHAIR

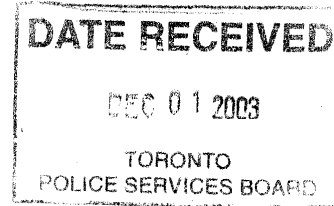
BRIAN ASHTON
JOANNE FLINT
NORM KELLY
PETER LI PRETI
DAVID MILLER
DENZIL MINNAN-WONG
DAVID SHINER
COMMISSIONERS

RICHARD C. DUCHARME
CHIEF GENERAL MANAGER

VINCENT RODO
GENERAL SECRETARY

November 25, 2003

Ms. Gloria Lindsay-Luby
Acting Chair
Toronto Police Services Board
40 College Street
Toronto, Ontario
M5G 2J3



Dear Ms. Lindsay-Luby:

At its meeting on Wednesday, November 19, 2003, the Commission considered the attached report entitled, "Procurement Authorization - Provision of Police Paid Duty Services for the Streetcar Way and Overhead Sections."

The Commission adopted the Recommendation contained in the report along with the following ancillary motion:

"That the Commission request the Toronto Police Services Board to waive the 15% administration fee associated with the payment of police officers for providing paid duty services related to work performed by the TTC on public roadways."

The foregoing is forwarded to the Toronto Police Services Board for consideration of the Commission's request.

Sincerely,

General Secretary
1-16
Attachment



TORONTO TRANSIT COMMISSION REPORT NO.7

MEETING DATE: November 19, 2003

SUBJECT: PROCUREMENT AUTHORIZATION - PROVISION OF POLICE
PAID DUTY SERVICES FOR THE STREETCAR WAY AND
OVERHEAD SECTIONS

RECOMMENDATION

It is recommended that the Commission approve the issuance of a Purchase Order in the upset limit of \$1,550,000 to Toronto Police Services for the provision of police paid duty services for the Streetcar Way and Overhead Sections for the period January 1, 2004 to December 31, 2006.

FUNDING

Sufficient funds are included in the 2004 Operating Budget and will be provided for in future Operating Budgets as required.

As well, sufficient funds for this expenditure are included in Project 1.2 Surface Track Replacement Program, as set out on pages 61 to 71 of the State of Good Repair/Safety Category of the TTC Capital Program, which was approved by City Council on February 26, 2003.

BACKGROUND

The Commission's Streetcar Way and Overhead Sections require traffic control services for surface rail installations, intersection work for overhead wire repair/replacement, pole work and motorized escort services for rail delivery on an as required basis. These traffic services can only be performed by the Toronto Police on public roadways.

Payment in the past for the officer was issued directly by the TTC to the individual officer at either his/her Division or home address through a cheque request, while payment for the 15% administrative mark-up was made through a purchase order to the Toronto Police Services. In order to improve and streamline the administration of these services, staff negotiated with the Toronto Police Services through the Toronto Police Credit Union to take over distribution of the payment for paid duty to the Officers who have worked for the Streetcar Way and Overhead Sections.

**PROCUREMENT AUTHORIZATION , PROVISION OF
POLICE PAID DUTY SERVICES FOR THE STREETCAR
WAY AND OVERHEAD SECTIONS**

DISCUSSION

Staff from both the Streetcar Way and Overhead Sections have been informed through the Safety Department and the Joint Health and Safety Committee that they must use Police Paid Duty Services for all aspects of intersection and rail delivery work.

The recommended total upset limit includes the estimated cost for Police Paid Duty Services for the Streetcar Way and the Overhead Sections for the three-year period ending December 31, 2006.

The total upset limit amount awarded to Toronto Police Services (\$1,550,000) will be divided into two purchase orders of which \$1,250,000 will be attributed to the Streetcar Way Section and \$300,000 will be attributed to the Overhead Section. The total recommended upset limit includes a 5% contingency for potential increases in usage throughout the contract term by the two sections.

JUSTIFICATION

Approval of this report will ensure the uninterrupted supply of Police Paid Duty Services to the Streetcar Way and Overhead Sections that will enable the safe operation of traffic around TTC work sites and rail delivery throughout Toronto.

October 30, 2003
9-l 18-86



STAFF SUMMARY SHEET

EXECUTIVE BRANCH

#6603 CR

PREPARED BY: A. Mehl

DEPARTMENT HEAD - A.J. Chocorlan

#7

EXTENSION: 3643

DEPUTY GENERAL MANAGER .

USER ID: andy.mehl@ttc.ca

GENERAL MANAGER - V. Rodo

Commission Report - Procurement Authorization - Provision of Police Paid Duty Services for the Streetcar Way and Overhead Sections

#	ROUTING	CONCUR	NON-CONCUR	DATE	ATTACHMENT(S)
	GM - ENG & CONST				• Commission Report
5	GM - EXECUTIVE	<i>AM</i>		<i>Oct 31</i>	
6	GM - OPERATIONS	<i>GLW</i>		<i>Nov 4/03</i>	
2	DEPUTY GM - SUBWAY	<i>KE</i>		<i>Oct 31/03</i>	
3	DEPUTY GM - SURFACE	<i>PR</i>		<i>Oct 31</i>	ACTION REQUIRED BY CHIEF GENERAL MANAGER
7	DEPUTY GM - CORPORATE	<i>TA</i>		<i>Nov 4/03</i>	
	GENERAL COUNSEL				<input type="checkbox"/> SIGN AGREEMENT
4	CHIEF FINANCIAL OFFICER	<i>MC</i>		<i>Oct 31/03</i>	<input type="checkbox"/> RECEIVE FOR INFORMATION
	MGR - HUMAN RES				<input type="checkbox"/> APPROVE
1	MGR - M&P	<i>APM</i>		<i>Oct 30/03</i>	<input checked="" type="checkbox"/> APPROVE FOR SUBMISSION TO COMMISSION
					<input type="checkbox"/> APPROVE FOR SUBMISSION TO CHAIR
					<i>R. Anelany</i>
					SIGNATURE
					<i>Nov. 5, 2003</i>
					DATE

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 11, 2003**

**#P344. BOARD POLICIES: POLICY MANAGEMENT, BOARD MEMBERS
CONDUCT COMPLAINTS, BOARD MEMBERS APPOINTMENT
CRITERIA, BOARD MEMBERS TRAINING REQUIRED AND SPECIAL
FUND**

The Board was in receipt of the following report NOVEMBER 24, 2003 from Gloria Lindsay Luby, Acting Chair:

Subject: BOARD POLICIES: POL-001 POLICY MANAGEMENT, POL-006 BOARD MEMBERS CONDUCT COMPLAINTS, POL-007 BOARD MEMBERS APPOINTMENT CRITERIA, POL-008 BOARD MEMBERS TRAINING REQUIRED AND POL-036 SPECIAL FUND.

Recommendation:

It is recommended that: The Board approve the following Board policies: POL-001 Policy Management, POL-006 Board Members - Conduct Complaints, POL-007 Board Members - Appointment Criteria, POL-008 Board Members - Training Required and POL-036 Special Fund.

Background:

The current regulatory environment within the Toronto Police Service is overly complex and requires streamlining. For example, regulations that apply to Service members can currently be found in Board policy documents, Board minutes, Board rules, Board by-laws, Service directives, routine orders and miscellaneous correspondence from the Chief.

In response, the Board, in consultation with the Service, is currently conducting a review of all Board rules to identify those that fall most appropriately within the Board's purview. Each rule will then be re-written in the form of Board policy and forwarded to the Board for approval (Board Minute P183/02 refers). In addition, the Board is reviewing current Board policies, identifying those that require updating and proposing new Board policies that reflect the guiding principles of the Board.

Therefore, I am recommending that the Board approved the attached Board policies:

POL-001 Policy Management

Under the Police Services Act, the Board is responsible for the provision of adequate and effective police services in the City of Toronto. The Board shall establish policies for the effective management of the police service and the Board shall establish its own policies and administrative procedures in performing its duties under the PSA.

This new policy sets out the Board's policy management process, which consists of Rules, Policy and Directions, Adequacy Regulations and Administrative Procedures.

POL-006 Board Members - Conduct Complaints

The Board currently has a policy with respect to the handling of complaints against Board members (BM P156/00 and BM C165/00 refers). Section (2) of the policy has been amended no longer requiring a complaint to be "signed" by the complainant thereby permitting the electronic filing of a complaint. Section (4c) of the policy has been amended to reflect the change in the Ministry's name.

POL-007 Board Members - Appointment Criteria

The Board currently has a policy with respect to appointment criteria that should be applied by the Province and the City when selecting new Board members (BM P156/00, P183/02, 331/02 and P79/03 refers). The policy has been rewritten to remove duplication and updated to delete the reference to Board sub-committees.

POL-008 Board Members - Training Required

The Board currently has a policy with respect to the participation of Board members in a mandatory training session (BM P156/00 and P44/01 refers). The policy has been amended with respect to topics covered during the training session.

POL-036 Special Fund

The Board currently has a policy with respect to the Board's Special Fund (BM P156/00 refers). The policy has been amended to grant standing authority to the Chair to approve funding for the Board's share of equipment for fitness facilities and further that the Chair report these approved requests on an annual basis to the Board.

The Board approved the foregoing.

TORONTO POLICE SERVICES BOARD

POLICY AND DIRECTIONS

TPSB POL - 001

Policy Management

<input checked="" type="checkbox"/>	New
<input type="checkbox"/>	Amended
<input type="checkbox"/>	Reviewed – No Amendments

Board Authority: BM####-yyyy.mm.dd

Board Authority:

BOARD POLICY

The Board is responsible for the provision of adequate and effective police services in the City of Toronto.

The Board shall establish policies for the effective management of the police service and the Board shall establish its own policies and administrative and procedures in performing its duties under the Police Services Act.

The Board's policy management consists of:

- 1) Rules
 - governs the Toronto Police Service through by-law amendments
- 2) Policy and Directions
 - policies, orders and directions
- 3) Adequacy Regulations
 - policies required by the Adequacy Regulation
- 4) Administrative Procedures
 - internal Board office procedures

Rules

1. A complete listing of all the Board rules is appended.
2. New rules or changes to current rules requires the approval of the Board.
3. The Board has delegated the maintenance of the rules to the Chief of Police.
4. The Chief is to submit an annual report to the Board containing recommended changes to the rules.

Policy and Directions

5. The Chair shall ensure that the policy manual is updated on a regular basis and these updates provided to Board members in a timely manner.
6. Changes to Board policies require the approval of the Board.

Adequacy Regulations

- 7. The Board office shall maintain a "policy manual" that contains all Board policies regarding the implementation of the adequacy regulation.
- 8. Changes to adequacy policies require the approval of the Board.

Administrative Procedures

- 9. The Board office shall maintain internal office administrative procedures.
- 10. The Chair is authorized to amend these procedures as required; however an annual report to the Board documenting these changes is required.

REPORTING: Changes to administrative procedures shall be reported on a yearly basis.

LEGISLATIVE REFERENCE

Act	Regulation	Section
Police Services Act R.S.O. 1990 as amended		31 and 37

BOARD POLICIES:

Number	Name
POL 003	Annual Review – Reports Required
POL 025	Effective Management - Auditing
POL 026	Effective Management - Tracking

BOARD OFFICE PROCEDURES:

Number	Name
ADM 003	Tracking

SERVICE PROCEDURES: Refer to service procedures.

TORONTO POLICE SERVICES BOARD

POLICY AND DIRECTIONS

TPSB POL - 006

Board Members - Conduct Complaints

<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

New

Amended

Reviewed – No Amendments

Board Authority: BM 156/00, C165/00

Board Authority: BM####yyyy.mm.dd

BOARD POLICY

It is the policy of the Toronto Police Services Board with respect to the handling of complaints against Board members:

1. That the Chair, or any member of the Board, be required to bring forward all complaints about the conduct of the Chair or any other member of the Board to the entire Board, at a Board meeting, for review.
2. That all complaints must be received in writing with the complainants' name and return address identified.
3. That the Chair (or the Vice Chair in the Chair's absence or if the Chair is the subject of the complaint) make recommendations as to how the Board should review the complaint.
4. That, in reviewing the complaint, the Board consider the following options:
 - a. the complaint is of a minor nature and the affected Board member should be asked to provide a written response to the complaint;
 - b. the complaint is of such a significant nature that external legal counsel should be retained; or
 - c. the complaint is of a serious nature and request that the Ministry of Community Safety and Correctional Services conduct an investigation into the member's conduct; or request that the Ontario Civilian Commission on Police Services (OCCPS) conduct an investigation into the member's conduct under section 25 of the Police Services Act.
5. That the affected Board member be permitted to provide a written response to the Board on the allegations contained in the complaint.
6. That the Board determine whether to hold its review in camera in accordance with the Act and whether the affected Board member should be present during the review.
7. That upon Board review of the complaint, the Board shall follow one of the courses of action:
 - a. receive the complaint and take no action;
 - b. require the member to appear before the Board and be reprimanded (as per Section 15 of the Code of Conduct);

- c. request the Ministry of Community Safety and Correctional Services conduct an investigation into the member's conduct or request that OCCPS conduct an investigation into the member's conduct under section 25 of the Act.
8. The Board be aware of its duty of public accountability and provide a public reporting of its review and any actions taken.
 9. That upon completion of a review of a complaint, the Board Chair (or Vice Chair if the Chair is the subject of the complaint) be authorized to communicate the Board's decision to the complainant and affected Board member. Furthermore, that OCCPS be copied on this correspondence.

REPORTING:

That upon completion of a review of a complaint, the Board Chair (or Vice Chair if the Chair is the subject of the complaint) be authorized to communicate the Board's decision to the complainant and affected Board member. Furthermore, that OCCPS be copied on this correspondence.

LEGISLATIVE REFERENCE

Act	Regulation	Section
Police Services Act R.S.O. 1990 as amended		25
	Ontario Regulation 421/97, Members of Police Services Boards – Code of Conduct	
Municipal Conflict of Interest Act R.S.O. 1990 as amended		c. M50

BOARD POLICIES:

Number	Name
POL 002	Minutes, Agenda and Meetings
POL 005	Board Members – Code of Conduct
POL 008	Board Members – Training Required
POL 010	Board Member - Property
POL 033	Protocol
POL 041	Board Members – Media Relations
POL 042	Board Members – Non-Acceptance: Fee/Advance/Gift or Personal Benefit Policy
By Law 107	Procedural By Law

BOARD OFFICE PROCEDURES:

Number	Name
ADM 005	Badges
ADM 006	Expenses

SERVICE PROCEDURES: Refer to service procedures.

TORONTO POLICE SERVICES BOARD

POLICY AND DIRECTIONS

TPSB POL - 007

Board Members - Appointment Criteria

<input type="checkbox"/>	New	Board Authority:	BM #156/00, 183/02, 331/02, 79/03
<input checked="" type="checkbox"/>	Amended	Board Authority:	BM###-yyyy.mm.dd
<input type="checkbox"/>	Reviewed – No Amendments		

BOARD POLICY

The Ontario Civilian Commission on Police Services (OCCPS) has outlined their expectations of the members of the Toronto Police Services Board:

“Membership on the board is a significant responsibility and requires commitment of considerable time. Clearly, with a force the size and complexity of Toronto’s, Board members must have a high level of vision, business skills, decision-making abilities and specialised training to fulfil their role. It is a given that in addition to the competencies members might bring to the Board, regular board-specific professional development is essential if the governance role is to be adequately discharged.”

The Board has recommend that the Province and the City adopt the following Board appointment criteria policy to assist them in selecting new Board members.

It is the policy of the Toronto Police Services Board that all citizens and Councillors interested in becoming a member of the Toronto Police Services Board understand the pressures of being a member of the Board, the time commitments as well as meet the desired competencies listed below.

Pressures of being a member of the Board

A 1998 consultants study found that Board members find work on other Boards does not adequately prepare them for their duties at the Toronto Police Board due to the intense media scrutiny, complexity of the organization and the legislative requirements governing their duties.

Workload

The Board has a significant workload and prospective appointees are advised that the workload is approximately 10 hours per week. Board members are expected to attend and participate in the following:

- Monthly all day regular meetings of the TPSB in addition to special Board meetings
- Community meetings
- Ceremonial functions
- Police related media events and meetings

Competencies for Board members

Candidates should understand that appointments are made on the basis of competencies and interest. That means selecting representatives who demonstrate:

- a. an interest in and commitment to public safety and responsible police governance;
- b. an understanding of the police community, its values and its needs;
- c. superior skills in leadership and management;
- d. administrative and budgetary experience;
- e. dedication to public service and the community;
- f. skills in conflict management, negotiation and mediation;
- g. an ability to set organizational goals and priorities; and
- h. an ability to meet the time commitments of the position.

REPORTING: Not required

LEGISLATIVE REFERENCE

Act	Regulation	Section
	Ontario Regulation 421/97, Members of Police Services Boards – Code of Conduct	

BOARD POLICIES:

Number	Name
POL 002	Agenda, Minutes and Meetings
POL 008	Board Member – Training Required
POL 019	Corporate Recognition
POL 033	Protocol
POL 040	Board – Community and Public Meetings
POL 041	Board Member – Media Relations

BOARD OFFICE PROCEDURES:

Number	Name

SERVICE PROCEDURES: Refer to service procedures.

TORONTO POLICE SERVICES BOARD

POLICY AND DIRECTIONS

TPSB POL - 008

Board Members - Training Required

	New
x	Amended
	Reviewed – No Amendments

Board Authority: BM 156/00, 44/01

Board Authority: BM####-yyyy.mm.dd

BOARD POLICY

It is the policy of the Toronto Police Services Board with respect to the training of Board members:

1. Each new member of the Board shall participate in a mandatory one day training session.
2. This training must be completed within two months of the member being appointed to the Board.
3. The training shall, at a minimum, consist of:

Morning:

Mandate of the Police Services Board
 Policy Making Role
 Code of Conduct
 Role of Board Office
 Board Meeting Procedures
 Labour Relations

Afternoon

Overview of the Toronto Police Service
 * Conducted by Chief's office

Internal Stakeholders

* Conducted by the Toronto Police Association and the Toronto Senior Officers' Organization

REPORTING:

That upon completion of a mandatory training session, the Board Chair submits a report to the Board advising the Board that the training was completed.

LEGISLATIVE REFERENCE

Act	Regulation	Section
Police Services Act R.S.O. 1990 as amended		31(5)
	Ontario Regulation 421/97, Members of Police Services Board – Code of Conduct	

BOARD POLICIES:

Number	Name
POL 001	Policy and Administrative Management
POL 005	Board Members – Code of Conduct

BOARD OFFICE PROCEDURES: N/A

SERVICE PROCEDURES: N/A

TORONTO POLICE SERVICES BOARD

POLICY AND DIRECTIONS

TPSB POL - 036

Special Fund

<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

New

Amended

Reviewed – No Amendments

Board Authority: BM 156/00

Board Authority: BM###-yyyy.mm.dd

BOARD POLICY

Section 132(2) of the Police Services Act states that the Board has the sole authority for spending the proceeds of the police service's public auctions. The Act stipulates that "the chief of police may cause the property to be sold, and the board may use the proceeds for any purpose that it considers in the public interest."

It is the policy of the Toronto Police Services Board with respect to the Special Fund that all expenditures be approved as follows:

1. A projection of spending for the coming year be provided to the Board at the time that the Board considers its operating budget.
2. Expenditures be reported to the Board on a quarterly basis. Expenditures are to be compared to projected spending.
3. All requests for funding be considered as part of the Board's public agenda.
4. The Special Fund shall be used for the following purposes:
 - (i) initiatives supporting community oriented policing that involve a co-operative effort on the part of police and the community,
 - (ii) expenditures related to recognition of the work of Board members, Service members, auxiliary members and school crossing guards, and
 - (iii) funding for the Toronto Police Amateur Athletic Association (TPAAA) in accordance with the Collective Agreement.
5. The Board, on a case by case basis, may consider exceptions to this policy.
6. Requests for funding from the TPAAA and from organizations external to the Police Service be considered throughout the year.
7. The Board will not commit to recurring donations or to the on-going funding of particular initiatives. The approval of funding for a particular purpose will not be considered as a precedent which binds the Board.
8. Recipients of funding shall be advised that a condition of the receiving of funds is the filing of a report that accounts for the use of the funds and the return of any unexpended monies.

Delegation

9. The Chair has been granted standing authority to approve expenditures from the Special Fund for costs associated with the Board's awards and recognition programs.

Delegation - TPAAA

10. The Special Fund shall be used for funding for the Toronto Police Amateur Athletic Association (TPAAA) to a maximum of \$200.00 per person.

11. That the Chair be delegated the authority to approve these requests.

12. That the Chair be required to report on an annual basis as to the approved requests.

Delegation - Fitness Facilities

13. The Board shall offset the cost of equipment for its fitness facilities.

14. To offset the cost of equipment for fitness facilities, the Board will endeavour to obtain the maximum amount of government funding possible. The balance of the cost will be shared according to the Board's current policy: 1/3 payable by the Board; 1/3 payable by the TPAAA (assuming that the TPAAA agrees) and 1/3 payable by the members.

15. That the Chair be delegated the authority to approve these requests.

16. That the Chair be required to report on an annual basis as to the approved requests.

REPORTING:

- Quarterly reports (May, August, November and April)
- Chair to report annually on approved requests granted by Chair.

LEGISLATIVE REFERENCE

Act	Regulation	Section
Police Services Act		132(2)

BOARD POLICIES:

Number	Name

BOARD OFFICE PROCEDURES:

Number	Name

SERVICE PROCEDURES: Refer to Service Procedure Index.

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 11, 2003**

#P345. REVIEW OF BOARD POLICY: BOARD'S POLICY ON COMPLAINTS

The Board was in receipt of the following report NOVEMBER 24, 2003 from Gloria Lindsay Luby, Acting Chair:

Subject: REVIEW OF BOARD POLICY AA-001: BOARD'S POLICY ON COMPLAINTS

Recommendation:

It is recommended that:

- (1) the Board receive the following report; and
- (2) the Chief of Police provide the Board with the Service Procedures that implement the policy and confirm compliance with the Board's policy on complaints.

Background:

The Toronto Police Services Board has a specific legislated role in overseeing the administration of complaints. Section 31(1) of the Police Services Act states that a Board shall:

- i) establish guidelines for dealing with complaints under Part V;
- j) review the chief of police's administration of the complaints system under Part V and receive regular reports from the chief of police on his or her administration of the complaints system.

The Police Services Act establishes a number of different complaint classifications: conduct complaints (the actions of a police officers), policy complaints (policies and procedures) and service complaints (service provided). Internal discipline (e.g., conduct complaints) is within the sole discretion of the Chief of Police. The only role for the Board is to ensure that the Chief is following the proper procedures in upholding discipline. Service and policy complaints, on the other hand, are hybrid in nature. The Chief must first deal with the complaint, but the complainant does have the right to ask the Board to hear an appeal of the Chief's decision. The Board usually deals with the appeal as part of its regular agenda.

The Board in developing its complaints policy adopted the following principles:

“The discipline process has evolved over time. It must be recognized that this process does not only involve the officer and the service. There must be a recognition of the public interest and the need to ensure public confidence in the internal discipline process. The system of discipline must be predictable and impartial. It

must be clear to the public and to the members of the Service that breaches of the system cannot be tolerated, but that it will at all times be fair. The Board has the responsibility to oversee the complaints process, which encompasses discipline, and the Board resolves to ensure that the public is apprised of how the complaints process is administered by the Chief of Police and overseen by the Board.”

Board staff conducted a comprehensive review of Board Policy AA-001 Board’s Policy on Complaints (Appendix A) and there are no changes being recommended to the policy at this time. I am recommending that the Chief of Police provide the Board with the Service Procedures that implement the policy and confirm compliance with the Board’s policy on complaints.

The Board approved the foregoing.

ADEQUACY STANDARDS REGULATION

ADMINISTRATION AND INFRASTRUCTURE

TPSB AA-001 Board's Policy on Complaints

<input type="checkbox"/>	New	Board Authority:	Board Minute 293/98
<input type="checkbox"/>	Amended	Board Authority:	473/98; 260/99; 534/99; 156/00; 285/00;
<input checked="" type="checkbox"/>	Reviewed – No Amendments		November 2003

BOARD POLICY

Part 1 - Preamble

The Toronto Police Services Board (the "Board") is required to establish policies for the effective management of the police service (s.31(1)c). In particular, the Board has the responsibility to establish guidelines for dealing with complaints made under Part V of *the Police Services Act* (the "Act") (as amended by the *Police Services Amendment Act, 1997*) to review the Chief of Police's administration of the complaints system under Part V, and to receive regular reports from the Chief of Police on his or her administration of the complaints system (s.31(1)(j)).

On November 14, 1996, the Board directed that a report be prepared in relation to the internal discipline process in effect as the Toronto Police Service, having regard to the application of that process to the events that followed the death of Constable Jennifer Barbetta, and taking into account a directive dealing with discipline matters that was issued by the Board on December 17, 1992. The Report examining these matters was delivered to the Board on August 15, 1997 (Board Minute 288/97).

The report recommended, among other things, that a new directive be written to clarify the roles and responsibilities of the Chief and the Board, and articulate the Board's expectations with respect to the administration of internal discipline. It is the Board's firm resolve that discipline be impartial, thorough, and administered without delay.

The report found that the discipline process currently in place at the Toronto Police Service is unpredictable and inefficient. The existing discipline process does not inspire confidence and the participants in the process are dissatisfied. It is the Board's resolve that mechanisms and policies be developed which are geared to restoring confidence in the process, thereby making it more effective for all parties.

Part 2 - Statement of Principles

The discipline process has evolved over time. It must be recognized that this process does not only involve the officer and the service. There must be recognition of the public interest and the need to ensure public confidence in the internal discipline process. The system of discipline must be predictable and impartial. It must be clear to the public and to the members of the Service that breaches of the system cannot be tolerated, but that this will at all times be fair. The Board has the responsibility to oversee the complaints process, which encompasses discipline, and the Board resolves to ensure that the public is apprised of how the complaints process is administered by the Chief of Police and overseen by the Board.

1) **PART 3 - COMPLAINTS PROCESS - CONDUCT STREAM**

Direction #1

The Board directs that the Chief of Police prepare a new Service Directive to be included in the Policy and Procedure Manual (the "Service Directive") outlining and explaining the operational components of the complaints system, taking into account the directions identified throughout this policy directive.

DELEGATION

Direction #2

The Board directs that the Chief of Police ensure that the Service Directive identify clearly any person (by name or position, eg; Unit Commander) to whom he has delegated any power or duty that the Chief is to exercise or perform under *Part V* of the *Act*. No other person shall be permitted to exercise or carry out these powers or duties.

Direction #3ⁱ

The Board directs that the Chief of Police include in the Service Directive a clear statement that a Hearings Officer has been appointed, the source of the Hearing Officer's responsibilities and the scope of his or her responsibilities.

The Board further directs that the Chief of Police include in the Service Directive the principle that any officer appointed as a Hearings Officer should receive appropriate training to carry out his or her duties under the *Act*.

Direction #4ⁱⁱ

The Board directs that the Chief of Police clearly state in the Service Directive the role and responsibility of all bodies involved in advising on the handling of complaints and that the Chief clearly outline the criteria that will be used to decide which investigations such bodies will review.

Direction #5ⁱⁱⁱ

The Board directs that the Chief of Police consider the membership of any body involved in advising on the handling of complaints. The Board directs that the Chief of Police provide the Board with his view of the proper membership of any body designed to review, and offer advice on, complaints.

Direction #6

With respect to the *Police Services Act*, deal-making or plea bargaining shall not be prohibited by the Board and the use of deal-making or plea bargaining shall be at the discretion of the investigating or prosecuting officer and the Chief of Police only after all reasonable alternatives have been explored.^{iv}

With regard to deal-making or plea bargaining, the Board has directed that ^v

1. A police officer who is investigating allegations against another police officer may make any arrangement with the officer under investigation, or a witness officer, that he or she believes will further the investigation and the administration of justice provided, that, before entering into such arrangement, all reasonable alternatives have been explored.

2. Members of the Trials Preparation Unit may engage in plea negotiations with an officer or counsel for an officer who has been charged under the *Police Services Act*. The negotiations may involve the charges to which the accused officer may plead and/or recommendations as to sentence. Nothing in this directive shall be construed to limit the discretion of the tribunal to impose any sentence it sees fit, irrespective of recommendations made as a result of plea negotiations.
3. The Chief of Police must be notified of any arrangement or plea negotiation referred to in number one (1) or two (2) above, prior to the arrangement or negotiation being finalized.
4. For the purposes of the notification referred to into number (3) above, the Chief may designate as his representative the Unit Commander of the officer being investigated, if the arrangement involves a resolution at the unit level, or the Unit Commander of Trails Preparation if the arrangement involves plea bargaining and a plea before the tribunal.
5. Where an officer charged under the *Police Services Act* resigns before being tried by the tribunal, the Chief and the members of the Board shall be notified of the officer's resignation.
6. No officer shall suggest to another officer, who is charged with a criminal offence, that if the accused officer resigns from the Service, representations will be made to the Crown Counsel to withdraw the criminal charges.

Nothing in this directive is to be considered as limiting the discretion of Crown Counsel to deal with the charges against a police officer in any way which he or she deems to be just and appropriate.

COMPLAINTS - MISCONDUCT

Direction #7

The Service Directive will outline and explain the operational components of the complaints system as it relates to allegations of misconduct under the following headings:

1. intake;
2. investigation;
3. processing misconduct complaints;
4. informal resolution;
5. misconduct hearings; and
6. appeals.

1. Intake

Direction #8

The Board directs that the Chief of Police include in the Service Directive a clear explanation that any member of the public or the Chief of Police (or his delegate as identified in the Service Directive) may make a complaint about the conduct of a police officer.

The Board directs that the Chief include in the Service Directive instructions to all members of the Service, including in particular all Unit Commanders outlining their obligation to report to the Chief of Police (or his delegate as identified in the Service Directive) all circumstances which in their opinion may be the basis for a complaint about conduct.

That the members of the public can make a complaint at any station of the Service^{vi} and that the Board direct the Chief of Police to ensure that the Service Directive include a clear statement that complaints may be made at any station of the Service. ^{vii}

That Board policy be established with respect to all communications (including written materials, that may constitute a complaint under the *Police Services Act*, or indicate a concern about policing in general) received by Board members shall be forwarded to the Board office. That the Board office shall forward the communications to the Chief of Police for review, and action, if required, in accordance with *the Police Services Act*.^{viii}

Direction #9

The Board directs that the Chief of Police include in the Service Directive a clear statement that complaints may be made at any division.

The Board directs that the Chief of Police include in the Service Directive a direction requiring any and all Unit Commanders to deliver any complaint to the Chief of Police (or his delegate as identified in the Service Directive) within 24 hours of its receipt.

Direction #10

The Board directs that the Chief of Police include in the Service Directive that following the receipt (Intake) of a complaint the Chief of Police (or his delegate as identified in the Service Directive) will decide whether the complaint is about the policies of or services provided by the Service or the conduct of an officer; or, alternatively, that the complaint may not be proceeded with because:

- (i) it is frivolous, vexatious, or made in bad faith; or
- (ii) it was made more than 6 months after the facts on which it was based occurred;

In circumstances where the complainant was not directly affected by the policy, service, or conduct that is the subject of the complaint, the Service Directive should clearly articulate that the complaint shall not be proceeded with.

Direction #11

The Board directs that the Chief of Police include in the Service Directive the statement that he (or his delegate as identified by the Service Directive) is required to advise the complainant in writing of his decision with respect to whether or not he intends to proceed with the complaint, within 30 days after the complaint was made, unless the Chief of Police (or his delegate as identified in the Service Directive) notifies the complainant in writing before the expiry of the 30 day period that he is extending the 30 day period. The Service Directive should also clearly state that the Commission at the request of the complainant may review a decision in relation to how a complaint is classified.

Direction #12^{ix}

The Board directs that the Chief of Police include in the Service Directive the statement that the 30-day period within which the Chief of Police (or his delegate as identified by the Service Directive) is required to decide whether or not a complaint should be proceeded with, should only be extended on rare occasions, and only for the reasons associated with the complexity of the issue raised, or as a result of difficulties in obtaining information required to assess the complaint. The Board directs that the Chief of Police (or his delegate as identified in the Service Directive) make it clear in the Service Directive that it should not be necessary to extend this time limit for reasons associated with the internal operations of the Service (eg: lack of staff, annual leave, difficulties receiving instructions from senior officers, etc.). Reasons for the extension should be supplied to both the police officer who is the subject of the complaint and the complainant.

2. Investigation

Direction #13^x

The Board directs that the Chief of Police include in the Service Directive that every complaint concerning the conduct of a police officer will be reviewed in accordance with the Act.

The Board directs that the Chief of Police include in the Service Directive that a single officer will be designated as the officer in charge for the purpose of conducting any investigation.

The Service Directive must make clear that the officer in charge is responsible for the conduct of the investigation. The Chief shall ensure that only the officer in charge and those under his or her direction and assigned to the investigation are to be conducting the investigation.

Direction #14^{xi}

The Board directs that the Chief of Police include in the Service Directive instructions that every investigation of a misconduct matter is to be reported to the Chief in writing (or his designate, as identified in the Service Directive).

The Board directs that the Chief ensure that the report will be prepared no later than 90 days after the investigation has been commenced.

This time limit should generally only be extended for reasons associated with the complexity of the issue raised or as a result of difficulties in obtaining information required to complete the investigation.

It should never be necessary to extend this time limit for reasons associated with the internal operations of the Service (eg: lack of staff, delay in obtaining instructions, etc.).

3. Processing Misconduct Complaints

Direction #15

The Board directs that the Chief of Police ensure that the Service Directive makes clear that at the conclusion of the investigation, the Chief of Police (or his delegate as identified in the Service Directive) must determine whether the complaint is unsubstantiated or whether there may have been misconduct or unsatisfactory work performance on the part of the member of the Service. The Service Directive should also identify that a request for review by the Commission may be made by a complainant within 30 days of the Chief's decision that the complaint is unsubstantiated or the misconduct or unsatisfactory work performance is not of a serious nature.

Direction # 16^{xii}

The Board directs that the Chief of Police include in the Service Directive the legislative provisions defining misconduct, and any definition of unsatisfactory work performance contained in the policy developed by the Chief, as discussed below in direction #18.

Direction #17^{xiii}

The Board directs that the Chief of Police include in the Service Directive a clear statement of the relationship between off-duty conduct and misconduct as contained in subsection 74(2) of the *Act*.

Direction #18^{xiv}

The Board directs that the Chief of Police, in accordance with Ontario Regulation 123/98, establish policies for the assessment of police officers' work performance which shall include guidance as to the scope of the term "unsatisfactory work performance" and provide the Board with copies of such policies for its information.

Direction #19^{xv}

The Board directs that the Chief of Police ensure that the Service Directive makes clear that, at this stage of the complaints process, the Chief of Police (or his delegate as identified in the Service Directive) has the ability to decide whether or not the misconduct or unsatisfactory work performance is of a serious nature.

The Board directs that the Chief of Police include in the Service Directive a definition to provide guidance as to the nature of the misconduct or unsatisfactory work performance that may be found to be "serious". In so doing, he should rely on and draw from the list of offences outlined in the Suspension Policy of the Service.^{xvi}

4. Informal Resolution

Direction #20

The Board directs that the Chief of Police include in the Service Directive an outline of the process or steps by which a complaint may be informally resolved.

The Service Directive should indicate the following steps:

- (i) The Chief of Police (or his delegate as identified in the Service Directive) shall notify the complainant and the police officer, in writing, of his or her opinion that there was misconduct or unsatisfactory work performance that was not of a serious nature, and that the complainant may ask the Commission to review this decision within 30 days of receiving such notification. (s.58(1) and s.64(12)).
- (ii) The Chief of Police (or his delegate as identified in the Service Directive) must then wait for the 30 day period within which a review may be requested by the complainant to expire (unless the complainant indicates in writing that no such request will be made) or, where a review is requested, until after the Commission has determined that there may be an informal resolution of the complaint. (s.64(13), (14)).
- (iii) In circumstances where there is a public complainant, both the complainant and the police officer must consent to the proposed informal resolution.
- (iv) In circumstances where there is no public complainant involved, the misconduct matter may be resolved informally at any time, with the consent of the police officer.
- (v) The Chief of Police (or his delegate as identified in the Service Directive) may then, following whatever discussions he feels are appropriate, indicate to the police officer involved the resolution that he proposes in order to resolve the complaint informally (s.64(11)).
- (vi) If the informal resolution fails, the Chief of Police (or his delegate as identified in the Service Directive) may impose a penalty on the officer (s.64(15)).

- (vii) The police officer shall be given 7 days within which to determine whether or not to accept the penalty^{xvii}.
- (viii) If the police officer determines not to accept the penalty (s.64(15)), the Chief of Police (or his delegate as identified in the Service Directive) shall not impose a penalty or take any further action or cause an entry to be made in the police officer's employment record, and a hearing shall be held.

5. Misconduct Hearings

Direction #21

The Board directs that the Chief of Police include in the Service Directive an outline of the process and general procedures for a hearing. The Service Directive should include, in simple language, an explanation of the conduct of such a hearing and the rights and protections which are afforded by the *Statutory Powers Procedure Act* ("SPPA") and the *Act* (s.69 and s.68(6)). The Service Directive will include, among other things:

- (i) An explanation, in simple language, of the fact that the police officer has a right to reasonable notice of the hearing, and provide a general indication as to what that notice should include (*SPPA, s.6 and s.7*). Currently, a notice of hearing must be served at least 72 hours before the officer's first appearance.
- (ii) A statement that the hearing shall generally be open to the public (*SPPA, s.9*). However, the victims and/or complainants shall be provided with the opportunity to ask the hearing officer to protect their anonymity by holding the hearing *in camera*.
- (iii) An explanation that the parties to the hearing are the prosecutor, the police officer who is the subject of the hearing and, if the complainant is a member of the public, the complainant (s.69(3)).
- (iv) A statement that the police officer and all other parties are entitled to reasonable notice of the hearing, and may be represented by counsel or an agent (s.69(4)).
- (v) A statement that the police officer and the complainant shall be given an opportunity to examine any physical or documentary evidence that will be produced or any report whose contents will be given in evidence (s.69(5) and (6)).
- (vi) An explanation that a police officer or the counsel or agent acting on his or her behalf, has the right to call and examine witnesses and present evidence and submissions and to conduct cross-examinations of witnesses called on behalf of the prosecution (*SPPA, s.10.1*).
- (vii) An explanation that the police officer who is the subject of the hearing is not required to give evidence at the hearing (s.69(7)).
- (viii) An explanation outlining the nature of the decision that the tribunal may provide, the penalties that may be imposed, and the fact that the decision will be delivered to the police officer (s.64(10) and s.68).
- (ix) A statement that the test to be applied at a hearing is that the misconduct or unsatisfactory work performance must be proved on clear and convincing evidence (s.64(10)).
- (x) An explanation that no statement made during an attempt at informal resolution of a complaint is admissible in a civil proceeding, including a complaints hearing

except with the consent of the person who made the statement (s.69(10) and s.58(3)).

- (xi) An explanation that no notice of hearing shall be served six months after the complaint first came to the attention of the Chief of Police (of his delegate as identified in the Service Directive), unless the Board is of the opinion that it was reasonable, under the circumstances, to delay service of the notice of hearing (s.69(18)).
- (xii) A statement that any public complainant, or the victim in any type of conduct complaint, be given the opportunity to prepare a victim impact statement for introduction at a hearing. All prosecutors should be directed to introduce victim impact statements, whenever possible, at complaints hearings.

Direction #22^{xviii}

The Board directs that the Chief of Police include in the Service Directive that all efforts be made to commence a hearing no later than 60 days after a determination has been made that the misconduct or unsatisfactory work performance is of a serious nature, and no later than 120 days after the police officer (or the complainant, as the case may be) has indicated his or her unwillingness to accept the informal resolution of the matter as proposed by the Chief of Police (or his delegate, as may be identified in the Service Directive). This time limit should be extended only for reasons associated with the complexity of the case and considerations regarding the scheduling of the hearing, including, but not limited to,

- the availability of witnesses;
- the availability of defence counsel; and
- the time required for defence preparation and disclosure.

In the event that the time limit must be extended, the hearing should nonetheless commence as soon as possible subsequent to the decision regarding the nature of the misconduct or the failure of the informal resolution, identified above.

Direction #23^{xix}

The Board directs that the Chief of Police include in the Service Directive the direction that only the Chief of Police (or his delegate as identified in the Service Directive), can order the stay of a hearing pending disposition of criminal charges and only if he receives the advice of the Crown Attorney to do so. In the absence of such advice from the Crown Attorney, the complaint proceedings shall continue.

Direction #24^{xx}

The Board directs that the Chief of Police include in the Service Directive the statement that he (or his delegate as identified in the Service Directive), will designate the prosecutor for any hearing. In designating prosecutors, the Chief of Police shall comply with the Board's direction that legally trained prosecutors be appointed to prosecute complicated matters involving serious complaints.

Direction #25^{xxi}

Where a public complainant is involved, prosecutors must be given clear instructions in respect of keeping a complainant advised of the proceedings and the penalty being sought.

6. Appeals

Direction #26^{xxii}

The Board directs that the Chief of Police include in the Service Directive, in simple language, an explanation of the rights of appeal of the police officer and complainant as follows:

- (i) A police officer or complainant may within 30 days of receiving notice of the decision, appeal the decision to the Ontario Civilian Commission of Police Services by serving the Commission a written notice stating the grounds on which the appeal is based (s.70(1)).
- (ii) Where the notice requesting an appeal comes from the police officer, the Commission is required to hold a hearing (s.70(2)).
- (iii) Where the notice requesting the appeal comes from a complainant, and is an appeal from the finding that misconduct or unsatisfactory work performance was not proved on a clear and convincing basis, the Commission is required to hold a hearing (s.70(3)).
- (iv) If the notice requesting an appeal comes from the complainant for reasons other than the proposition that the finding that misconduct or unsatisfactory work performance was not proved on a clear and convincing basis, the Commission may hold a hearing if it considers it appropriate (s.70(4)).
- (v) At a hearing held by the Commission shall be an appeal on record, but it may receive new or additional evidence as it considers just (s.70(5)).
- (vi) The Commission may confirm, vary or revoke the decision, or may substitute its own decision (s.70(6)).

Direction #27

The Chief of Police should provide, in the Service Directive, an explanation of the right of appeal to the Divisional Court as follows:

- (i) A party to a hearing held by the Commission may appeal the Commission's decision to the Divisional Court within 30 days of receiving notice of the Commission's decision (s.70(1)).
- (ii) Such an appeal may be made on a question that is not a question of fact alone, from the penalty imposed or, from any other action taken by the Commission (s.71(2)).
- (iii) The Solicitor General is entitled to be heard by the Divisional Court on such an appeal (s.71(3)).

PART 4 - POLICY STREAM

1. Intake

Direction #28

The Board directs that the Chief of Police include as part of the Service Directive a section which explains the operational components involved in responding to policy and service complaints, taking into account the following directions:

- (i) Similar to the process to be followed in respect of complaints concerning misconduct, the Chief of Police (or his delegate as identified in the Service Directive) may conclude upon receipt of a complaint that it need not be proceeded with because it is frivolous, vexatious, or made in bad faith or because it was made more than six months after the facts on which it is based occurred (s.59(3), (4)). If the complainant was not directly affected by the policy or the service that is the subject of the complaint, the complaint shall not be proceeded with (s.59(5)).
- (ii) The Chief of Police (or his delegate as identified in the Service Directive) is required to advise the complainant of his decision to classify a complaint as relating to a policy or a service matter within 30 days after the complaint was made, unless the Chief notifies the complainant in writing before the expiry of the 30-day period that he is extending the 30-day period. As stated previously in this policy under Conduct Complaints - Intake, an extension should only be made on rare occasions. A statement of a complainant's right to request a review by the Commission of the classification decision shall form part of the Service Directive. When a complaint is classified as one relating to a policy or service, that complaint will be addressed in accordance with the section of the Service Directive pertaining to policy or service complaints.

2. Review of Policy or Service Complaint

Direction #29

The Chief of Police shall ensure that the complainant is notified in writing of the disposition of the policy or service complaint within 60 days of its classification as a policy or service complaint. The complainant must also be advised of his or her ability to request the Board to review the disposition of the policy or service complaint. The Board must be provided with a report (s.61(2)) every May and November summarizing the nature of the policy or service complaints disposed of and the action taken to respond to those complaints. If the Chief decides to take no action with respect to the policy or service complaint, the complainant shall be provided with reasons for that decision (s.61(4)) and the opportunities available to appeal to the Commission.

3. Board Review

Direction #30

A complainant has the right to request the Board review the disposition of any policy or service complaint. Upon receipt of a request for such a review, the Board will:

- (i) advise the Chief of Police of the request (s.61(8)(a));
- (ii) review the complaint (s.61(8)(b)); and

- (iii) thereafter notify the complainant and the Chief of Police of its decision (s.61(8)(c)). In conducting its review, the Board may appoint a committee at least three Board members who will review the complaint and provide recommendations to the Board (s.61(9)). Thereafter, the Board will make its decision, as appropriate (s.61(9)). In conducting its review, the Board may hold a public meeting into the complaint (s.61(10)), depending on the nature of the review sought by the complainant and the specific policy or service matter that is the subject of the complaint.

REPORTING:

PART 5 - REPORTING

Direction #31

The Board directs that the Chief of Police report (as a minimum level of reporting) on the matters set out below, on a semi-annual basis in the months of May and November, providing a sufficient level of detail to allow the Board to understand and monitor the administration of the complaints process. Additional reporting may be required by the Board, or provided to the Board by the Service, as experience is gained with the new complaints system.

1. Intake

- (i) total number of complaints received by the Service.
- (ii) total number of complaints classified as being about the conduct of an officer.
- (iii) total number of complaints classified as being about the conduct of the Chief or a Deputy Chief.
- (iv) total number of complaints classified as being about the policies of, or services provided by, the Service.
- (v) number of complaints determined to be frivolous, vexatious or made six months after the facts upon which the complaint was based and whether or not they were proceeded with. The number of complaints not proceeded with because a decision was made that the complainant was not directly affected by the policy, service or conduct should also be reported. Depending on the magnitude of complaints determined to fall under these categories (s.59 (3), (4) or (5)), an explanation and analysis with respect to the origin of these complaints, and any trends associated with these complaints, should be provided.
- (vi) number of complaint classifications challenged by complainants and considered by the Commission.
- (vii) number of complaints reclassified or confirmed by the Commission following the complainant's appeal of the decision of the Chief.
- (viii) length of time taken to investigate and resolve complaints.

The information in respect of Intake should be provided by year, month, unit and include statistical data with respect to the number of police officers involved and the length of time it takes to resolve the complaint.

2. Misconduct Complaints

- (i) complaints concerning misconduct or unsatisfactory work performance should be reported in total and described further as being either serious or not serious.
- (ii) the total number of misconduct complaints that are resolved informally, either before or after investigation, and the nature of the resolution generally agreed to.
- (iii) the total number of misconduct complaints that were recommended for informal resolution, but resolution was not successful due to a lack of agreement on the part of either the public complainant or the police officer.
- (iv) misconduct complaints which are not pursued following investigation as the complaint was determined to be unsubstantiated in accordance with s.64(6).
- (v) length of time taken to investigate and resolve complaints.

The information in respect of misconduct complaints should be provided by year, month, unit and include statistical data with respect to the number of police officers involved.

3. Policy and Service Complaints

- (i) number of policy and service complaints by year, month and unit.
- (ii) types of policy and service complaints by major categories.
- (iii) policy or service complaints not proceeded with as they were deemed to be frivolous or vexatious; or made six months after facts. Where a decision was made that the complainant was not affected by the policy or service that was the subject of the complaint and accordingly the complaint was not pursued, that information should be provided to the Board.
- (iv) The Chief provide the Executive Director of the Board with all copies of completed policy complaints (where the complainant is not appealing) so the Board office can identify policy issues that should be reviewed by the Board and/or sub-committee^{xxiii}.

4. Investigation

- (i) a report should be provided to the Board every month describing the investigation surrounding serious or major

matters of misconduct where either a representative of Internal Affairs or a senior designate of the Chief is available to answer questions the Board may have.

- (ii) any information provided should include an explanation of any views or opinions provided by any advisory body^{xxiv}.
- (iii) this report include trends or analysis, to assist the Board in understanding and monitoring the administration of the discipline process.^{xxv}
- (iv) that all allegations against Command and Senior Officers be reported to the Board^{xxvi}
- (v) that when a matter of serious or major misconduct arises that is likely to receive public or media attention, the Chief (or a senior designate) be directed to inform the Chair and it will be the responsibility of the chair (or a senior designate) to inform all members of the Board; however the Chief shall provide the Board, at the next meeting of the Board, with a written report.^{xxvii}

5. Complaints Advisory Body

- (i) the report should document the complaints considered by any body advising on the handling of complaints, including any recommendations and advice made by any such body regarding complaints.
- (ii) the report should include an explanation of the number of allegations that have given rise to criminal charges.
- (iii) number of cases considered, including types of offences, outcome, length of time between incident and consideration by PSRC.

6. Trials Preparation Unit

- (i) number of cases
- (ii) number of trials
- (iii) number of guilty pleas
- (iv) number of cases withdrawn
- (v) length of time to trial following charges laid

7. Hearing Officer

- (i) number of cases heard by month.
- (ii) types of allegations - major or serious vs not serious - where informal resolution did not occur due to the lack of agreement by either the complainant (where applicable) or the police officer.

(iii) penalty.

8. Commission

(i) the number of appeals before the Commission and their status.

(ii) outcome of matters reviewed by the Commission.

9. Board Review

The Board intends to review the Service Directive every two years.

Additional Reporting^{xxviii}

(i) a report on the issues raised by OCCPS and

(ii) comparative statistics on internal discipline in other police organizations.

LEGISLATIVE REFERENCE

Act	Regulation	Section
<i>Police Services Act</i> R.S.O. 1990 as amended		31(1) and Part V

SERVICE PROCEDURES: Refer to Service Procedure Index.

Footnotes:

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 11, 2003**

**#P346. ADEQUACY STANDARDS REGULATION REVIEW – POLICE
SERVICES BOARD POLICIES**

The Board was in receipt of the following report NOVEMBER 24, 2003 from Gloria Lindsay Luby, Acting Chair

Subject: ADEQUACY STANDARDS REGULATION REVIEW - POLICE SERVICES
BOARD POLICES

Recommendation:

It is recommended that:

- (1) the Board approve the following amended Adequacy Standards Regulation Polices: CP-001 Problem-Oriented Policing, CP-002 Crime Prevention, LE-002 Communications Centre, LE-006 Criminal Investigation Management, LE-013 Police Response to Persons Who Are Emotionally Disturbed Or Have A Mental Illness Or A Developmental Disability, LE-014 Court Security, LE-017 Traffic Management, Traffic Law Enforcement and Road Safety, LE-020 Property and Evidence Control, LE-025 Supervision, LE-035 Waterways Policing, PO-001 Public Order Unit, ER-002 Tactical Units, ER-003 Hostage Rescue Teams, ER-004 Major Incident Command and ER-005 Crisis Negotiators;
- (2) the Chief of Police provide the Board with the Service Procedures that implement the aforementioned amended polices; and
- (3) Board staff post electronically all Adequacy Standards Regulation Policies on the Board's intranet and internet websites.

Background:

At its meeting held on June 1, 2000, the Board approved Board Policy AD-001 Adequacy Standards Compliance. According to the policy, the Board in partnership with the Chief, is required to review and update Board policies and Service procedures and processes, at least once every three years (BM #P254/00 refers). Currently there are over 70 Adequacy Standards Regulation Policies that have been adopted by the Board over the past three years.

In response to Board Policy AD-001, Board staff completed a comprehensive review of all Adequacy Standards Regulation Policies. As a result of the review, fifteen policies were identified that required updating. Listed below (and appended to this report) are those policies that require modification, the changes that are being recommended and the justification for those changes.

CP-001 Problem-Oriented Policing

When originally approved in 2000, it was numbered CP-002 in error.

Recommendation: Re-number CP-001

CP-002 Crime Prevention

When originally approved in 2000, it was numbered CP-001 in error.

Recommendation: Re-number CP-002

LE-002 Communications Centre

Clause (6) was added to the original policy to reflect the training and skills requirement.

Recommendation: Amend LE-002 to include the following:

- (6) ensure that communicators and dispatchers and those supervising them have successfully completed the required training accredited by the Ministry or have equivalent qualifications or skills as approved by the Ministry. (Section 6(3)(b))

LE-006 Criminal Investigation Management

- (a) Reference to the Solicitor General has been amended to read Minister of Community Safety and Correctional Services; and
- (b) When originally approved in 2000, there was a reference that “the Chief shall establish procedures and processes in respect of the collection, handling, preservation, documentation and analysis of physical evidence.” It is recommended that this clause be deleted and inserted into Adequacy LE-020 Property and Evidence Control.

Recommendations: Reference to the Solicitor General has been amended to read Minister of Community Safety and Correctional Services; and

The clause “the Chief shall establish procedures and processes in respect of the collection, handling, preservation, documentation and analysis of physical evidence” be deleted from LE-006 and inserted into Adequacy LE-020 Property and Evidence Control.

LE-013 Police Response to Persons Who Are Emotionally Disturbed Or Have A Mental Illness Or A Developmental Disability

The policy has been rewritten to remove duplication from the original text however the thrust of the policy remains unchanged.

Recommendation: Approve the rewritten policy as amended.

LE-014 Court Security

Clause (3) was added to the original policy to reflect the skills requirement for court security personnel.

Recommendation: Amend LE-014 to include the following:

- (3) ensure that court security personnel have the knowledge, skills and abilities to perform this function. (section 16(c))

LE-017 Traffic Management, Traffic Law Enforcement And Road Safety

Clause (4) was added to the original policy to reflect the skills requirement.

Recommendation: Amend LE-017 to include the following:

- 4) ensure that persons who provide technical collision investigation, reconstruction and breath analysis investigative supports have the knowledge, skills and abilities to provide that support. (Section 14(4))

LE-020 Property and Evidence Control

See LE-006 - Criminal Investigation Management above.

Recommendation: The clause “the Chief shall establish procedures and processes in respect of the collection, handling, preservation, documentation and analysis of physical evidence” be deleted from LE-006 and inserted into Adequacy LE-020 Property and Evidence Control.

LE-025 Supervision

Clause (c) was added to the original policy to reflect the skills requirement.

Recommendation: Amend LE-025 to include the following:

- c) ensure that the police force’s supervisors have the knowledge, skills and abilities to supervise. (Section 10(c))

LE-035 Waterways Policing

Reference to the Solicitor General has been amended to read Minister of Community Safety and Correctional Services.

Recommendations: Reference to the Solicitor General has been amended to read Minister of Community Safety and Correctional Services.

PO-001 Public Order Unit

Clause (5) was added to the original policy to reflect the skills requirement.

Recommendation: Amend PO-001 to include the following:

- 5) ensure that the members of the public order unit have the appropriate knowledge, skills and abilities to provide the services of the public order unit. (section 19(3))

ER-002 Tactical Units

Clause (7) was added to the original policy to reflect the training and skills requirement.

Recommendation: Amend ER-002 to include the following:

- 7) ensure that every member of a tactical unit has successfully completed the required training accredited by the Ministry or has equivalent qualifications and skills as approved by the Ministry. (Section 24(2))

ER-003 Hostage Rescue Teams

Clause (7) was added to the original policy to reflect the training and skills requirement.

Recommendation: Amend ER-003 to include the following:

- 7) ensure that every member of a hostage rescue team has successfully completed the required training accredited by the Ministry or has equivalent qualifications and skills as approved by the Ministry. (Section 24(2))

ER-004 Major Incident Command

Clause (4) was added to the original policy to reflect the training and skills requirement.

Recommendation: Amend ER-004 to include the following:

- 4) ensure that every major incident commander has successfully completed the required training accredited by the Ministry or has equivalent qualifications and skills as approved by the Ministry. (Section 24(2))

ER-005 Crisis Negotiators

Clause (4) was added to the original policy to reflect the training and skills requirement.

Recommendation: Amend ER-005 to include the following:

- 4) ensure that every crisis negotiator has successfully completed the required training accredited by the Ministry or has equivalent qualifications and skills as approved by the Ministry. (Section 24(2))

The Chief had an opportunity to review and comment on the above mentioned recommendations and was satisfied with the recommended policy amendments.

The Board approved the foregoing.

ADEQUACY STANDARDS REGULATION

CRIME PREVENTION

TPSB CP-001 Problem-Oriented Policing

<input type="checkbox"/>	New	Board Authority:	BM 439/00
<input checked="" type="checkbox"/>	Amended	Board Authority:	BM###-yyyy.mm.dd
<input type="checkbox"/>	Reviewed – No Amendments		

BOARD POLICY

It is the policy of the Toronto Police Services Board that the Chief of Police shall establish procedures and processes on problem-oriented policing for the police service. (Section 3)

REPORTING: Not required

LEGISLATIVE REFERENCE

Act	Regulation	Section
	Ontario Regulation 3/99, Adequacy & Effectiveness of Police Services	3

SERVICE PROCEDURES

Refer to Service Procedure Index.

ADEQUACY STANDARDS REGULATION

CRIME PREVENTION

TPSB CP-002 Crime Prevention

	New	Board Authority:	BM 360/00
X	Amended	Board Authority:	BM###-yyyy.mm.dd
	Reviewed – No Amendments		

BOARD POLICY

It is the policy of the Toronto Police Services Board with respect to providing community-based crime prevention initiatives that the Chief of Police shall:

- 1) ensure that the police service provides community-based crime prevention initiatives by using Service members and may also use auxiliary members, special constables and volunteers. (Sections 1(1) and 2(1)) Auxiliary members, special constables and volunteers used in community-based crime prevention initiatives must be under the direction of a Service member; (Section 2(2))
- 2) identify the need for the implementation of crime prevention initiatives for crime, call and public disorder analysis, criminal intelligence, road safety and community needs; (Section 3) and
- 3) establish procedures and processes on community-based crime prevention initiatives for the police service. (Section 3)

REPORTING: The Annual Report
 The Annual Statistical Report

LEGISLATIVE REFERENCE

Act	Regulation	Section
	Ontario Regulation 3/99, Adequacy & Effectiveness of Police Services	1(1), 2(1)(2), and 3

SERVICE PROCEDURES

Refer to Service Procedure Index.

ADEQUACY STANDARDS REGULATION

LAW ENFORCEMENT

TPSB LE-002 Communications Centre

<input type="checkbox"/>	New	Board Authority:	BM 416/00
<input checked="" type="checkbox"/>	Amended	Board Authority:	BM###-yyyy.mm.dd
<input type="checkbox"/>	Reviewed – No Amendments		

BOARD POLICY

It is the policy of the Toronto Police Services Board with respect to communications and dispatch services that the Chief of Police shall:

- 1) ensure that the police service will have a communications centre which will provide communications and dispatch services by using Service members; (Sections 5(1)(a) and 5(2))
- 2) ensure that the communications centre shall operate 24 hours a day with one or more communications operator(s) to answer emergency calls for service and maintain constant two-way voice communication capability with police officers who are on patrol and/or responding to emergency calls; (Section 5(6))
- 3) ensure that a member of the Service is available 24 hours a day to supervise police communications and dispatch services; (Section 6(1)(a))
- 4) provide police officers on patrol with portable two-way voice communication capability that allows police officers to be in contact with the communications centre when away from their vehicle or on foot patrol; (Section 6(1)(b))
- 5) establish procedures on communications and dispatch services; and (Section 6(3)(a))
- 6) ensure that communicators and dispatchers and those supervising them have successfully completed the required training accredited by the Ministry or have equivalent qualifications or skills as approved by the Ministry. (Section 6(3)(b))

REPORTING: The Annual Statistical Report

LEGISLATIVE REFERENCE

Act	Regulation	Section
	Ontario Regulation 3/99, Adequacy & Effectiveness of Police Services	5(1)(a), 5(2), 5(6) and 6

SERVICE PROCEDURES

Refer to Service Procedure Index.

ADEQUACY STANDARDS REGULATION

LAW ENFORCEMENT

TPSB LE-006 Criminal Investigation Management

<input type="checkbox"/>	New	Board Authority:	BM 416/00
<input checked="" type="checkbox"/>	Amended	Board Authority:	BM###-yyyy.mm.dd
<input type="checkbox"/>	Reviewed – No Amendments		

BOARD POLICY

It is the policy of the Toronto Police Services Board with respect to general criminal investigations that the Chief of Police shall:

- 1) ensure that the police service provides the services of qualified criminal investigators by using Service members. Criminal investigators, when not training or investigating criminal matters and/or occurrences, may undertake community patrol or any other duties as assigned; (Sections 9(1) and (3))
- 2) prepare a criminal investigation management plan, consistent with the Adequacy Standards Regulation, that: (Section 11)(1))
 - a) lists occurrences for which a police officer is required to contact a supervisor as soon as practicable; (Section 11(1)(a))
 - b) permits the supervisor to assign responsibility to undertake or manage an investigation of an occurrence listed in the plan to any police officer, whether or not the police officer is a criminal investigator; (Section 11 (1)(b))
 - c) list occurrences for which the supervisor must assign responsibility to undertake or manage an investigation of an occurrence to a criminal investigator; (Section 11(1)(c))
 - d) addresses the monitoring by supervisors of criminal investigations; (Section 11(1)(e)) and identifies specific occurrences, as designated by the Minister of Community Safety and Correctional Services, for which the Service shall notify another police service, unit or task force designated by the Minister of Community Safety and Correctional Services; (Section 11(1)(f))
 - e) manage an investigation of an occurrence to a criminal investigator; (Section 11(1)(c))
- 3) establish procedures that require supervisors to ensure that criminal investigations of occurrences, as listed in the plan, are assigned to qualified Service members; (Section 11(2))
- 4) establish procedures for obtaining assistance of qualified personnel from another police service or any other external agency in relation to undertaking or managing a criminal investigation of an occurrence, if required; (Section 11(4))
- 5) develop and maintain procedures and processes for undertaking and managing general criminal investigations; (Section 12(1))
- 6) ensure that the police service provides investigative supports, including supports in the areas of scenes of crime analysis, forensic identification, canine tracking, technical collision investigation and reconstruction, breath analysis, physical surveillance, electronic interception, video and photographic surveillance, polygraph and behavioural science by using Service members; (Sections 5(1)(d) and 5(2))

- 7) establish procedures and processes regarding: (Section 14(1))
 - a) the investigative supports referred to Item 6) above; (Section 14(1)(a)) and
 - b) obtaining, when required, expert or specialized assistance from another police service or external agency, with respect to a criminal investigation. (Section 14(1)(c))

- 8) establish procedures for when more than one officer must respond to an occurrence or call for service. (Section 12(2))

REPORTING: Not required

LEGISLATIVE REFERENCE

Act	Regulation	Section
Police Services Act R.S.O. 1990 as amended	Ontario Regulation 3/99, Adequacy & Effectiveness of Police Services	9(1), (3), 11(1)(a)(b) (c)(e) and (f), 11(2), 11(4), 12(1), 12(2), 14(1)(a) and (c)

SERVICE PROCEDURES

Refer to Service Procedure Index.

ADEQUACY STANDARDS REGULATION

LAW ENFORCEMENT

TPSB LE-013 Police Response to Persons who are Emotionally Disturbed or have a Mental Illness or a Developmental Disability

<input type="checkbox"/>	New	Board Authority:	BM 487/00
<input checked="" type="checkbox"/>	Amended	Board Authority:	BM###-yyyy.mm.dd
<input type="checkbox"/>	Reviewed – No Amendments		

BOARD POLICY

It is the policy of the Toronto Police Services Board that the Chief of Police shall:

- (a) establish procedures and processes in respect of police response to persons who are emotionally disturbed or have a mental illness or a developmental disability; and (Section 13(1)(g))

- (b) work, where possible, with appropriate community members and agencies, health care providers, government agencies, municipal officials, other criminal justice agencies and the local Crown to address service issues relating to persons who have a mental illness or a developmental disability.

REPORTING: Not required

LEGISLATIVE REFERENCE

Act	Regulation	Section
	Ontario Regulation 3/99, Adequacy & Effectiveness of Police Services	13(1)(g)

SERVICE PROCEDURES

Refer to Service Procedure Index.

ADEQUACY STANDARDS REGULATION

LAW ENFORCEMENT

TPSB LE-014 Court Security

<input type="checkbox"/>	New	Board Authority:	BM 439/00
<input checked="" type="checkbox"/>	Amended	Board Authority:	BM###-yyyy.mm.dd
<input type="checkbox"/>	Reviewed – No Amendments		

BOARD POLICY

It is the policy of the Toronto Police Services Board with respect to court security within the City of Toronto, as statutorily required in the *Police Services Act*, that the Chief of Police shall:

- 1) prepare a court security plan; (Section 16(a))
- 2) establish procedures that address supervision and training; and (Section 16(b))
- 3) ensure that court security personnel have the knowledge, skills and abilities to perform this function. (section 16(c))

REPORTING: Not required

LEGISLATIVE REFERENCE

Act	Regulation	Section
Police Services Act R.S.O. 1990 as amended		137
	Ontario Regulation 3/99, Adequacy & Effectiveness of Police Services	16

SERVICE PROCEDURES

Refer to Service Procedure Index.

ADEQUACY STANDARDS REGULATION

LAW ENFORCEMENT

TPSB LE-017 Traffic Management, Traffic Law Enforcement and Road Safety

<input type="checkbox"/>	New	Board Authority:	BM 439/00
<input checked="" type="checkbox"/>	Amended	Board Authority:	BM####-yyyy.mm.dd
<input type="checkbox"/>	Reviewed – No Amendments		

BOARD POLICY

It is the policy of the Toronto Police Services Board with respect to traffic management, traffic law enforcement and road safety that the Chief of Police shall:

- 1) establish procedures on traffic management, traffic law enforcement and road safety; (Section 8)
- 2) ensure that the police service has technical collision investigation, reconstruction and breath analysis investigative supports by using Service members; (Sections 5(1)(d) and 5(2))
- 3) establish procedures and processes regarding technical collision investigation, reconstruction and breath analysis investigative supports; and (Section 14(1)(a))
- 4) ensure that persons who provide technical collision investigation, reconstruction and breath analysis investigative supports have the knowledge, skills and abilities to provide that support. (Section 14(4))

REPORTING: The Annual Statistical Report

LEGISLATIVE REFERENCE

Act	Regulation	Section
	Ontario Regulation 3/99, Adequacy & Effectiveness of Police Services	5(1)(d), 5(2), 8, 14(1)(a) and 14(4)

SERVICE PROCEDURES

Refer to Service Procedure Index.

ADEQUACY STANDARDS REGULATION

LAW ENFORCEMENT

TPSB LE-020 Property and Evidence Control

<input type="checkbox"/>	New	Board Authority:	BM 439/00
<input checked="" type="checkbox"/>	Amended	Board Authority:	BM###-yyyy.mm.dd
<input type="checkbox"/>	Reviewed – No Amendments		

BOARD POLICY

It is the policy of the Toronto Police Services Board with respect to property and evidence control, including money and firearms which come into the possession of the police service, that the Chief of Police shall:

- 1) effect the sale of property as provided for in the *Police Services Act*, so that the Board may use the proceeds for any purpose that it considers to be in the public interest; (PSA Section 132(2))
- 2) shall account for money, as provided for in the *Police Services Act*, so that the Board may use the proceeds for any purpose that it considers to be in the public interest; (PSA Section 133(3))
- 3) shall manage, register and effect the destruction or disposal of firearms, as provided for in the *Police Services Act*; (Section 134(2))
- 4) establish procedures and processes regarding property and evidence control; and (Section 13(1)(n))
- 5) establish procedures and processes in respect of the collection, handling, preservation, documentation and analysis of physical evidence. (section 14(1)(b))

REPORTING: Not required

LEGISLATIVE REFERENCE

Act	Regulation	Section
Police Services Act R.S.O. 1990 as amended		132, 133 and 134
	Ontario Regulation 3/99, Adequacy & Effectiveness of Police Services	13(1)(n) and 14(1)(b)

SERVICE PROCEDURES

Refer to Service Procedure Index.

ADEQUACY STANDARDS REGULATION

LAW ENFORCEMENT

TPSB LE-025 Supervision

<input type="checkbox"/>	New	Board Authority:	BM 439/00
<input checked="" type="checkbox"/>	Amended	Board Authority:	BM###-yyyy.mm.dd
<input type="checkbox"/>	Reviewed – No Amendments		

BOARD POLICY

It is the policy of the Toronto Police Services Board with respect to supervision that the Chief of Police shall:

- a) ensure that there is 24 hour supervision available to members of the police service; (Section 10(a))
- b) establish procedures and processes on supervision, including setting out circumstances where a supervisor must be contacted and when a supervisor must be present at an incident; and (Section 10(b))
- c) ensure that the police force's supervisors have the knowledge, skills and abilities to supervise. (Section 10(c))

REPORTING: Not required

LEGISLATIVE REFERENCE

Act	Regulation	Section
	Ontario Regulation 3/99, Adequacy & Effectiveness of Police Services	10

SERVICE PROCEDURES

Refer to Service Procedure Index.

ADEQUACY STANDARDS REGULATION

LAW ENFORCEMENT

TPSB LE-035 Waterways Policing

<input type="checkbox"/>	New	Board Authority:	BM 284/00
<input checked="" type="checkbox"/>	Amended	Board Authority:	BM###/yyyy.mm.dd
<input type="checkbox"/>	Reviewed – No Amendments		

BOARD POLICY

It is the policy of the Toronto Police Services Board with respect to waterways policing that the Chief of Police shall establish procedures and processes for the provision of police services in respect of all navigable bodies and courses of water within the municipality of the City of Toronto as designated by the Minister of Community Safety and Correctional Services. PSA Section 19(1)2; PSA Ontario Regulation 3/99 (Section 15))

REPORTING: Not required

LEGISLATIVE REFERENCE

Act	Regulation	Section
Police Services Act R.S.O. 1990 as amended		19(1)2
	Ontario Regulation 3/99, Adequacy and Effectiveness of Police Services	15

SERVICE PROCEDURES

Refer to Service Procedure Index.

ADEQUACY STANDARDS REGULATION

PUBLIC ORDER MAINTENANCE

TPSB PO-001 Public Order Unit

<input type="checkbox"/>	New	Board Authority:	BM416/00
<input checked="" type="checkbox"/>	Amended	Board Authority:	BM###-yyyy.mm.dd
<input type="checkbox"/>	Reviewed – No Amendments		

BOARD POLICY

It is the policy of the Toronto Police Services Board with respect to the services of public order units that the Chief of Police shall:

- 1) ensure that the police service will provide the services of a public order unit by using Service members, that it shall consist of a unit supervisor and at least four squads of seven officers, including the squad leader for undertaking public order activities; (Section 18(1) and 18(3)(a))
- 2) ensure that public order services are deployed in a reasonable time; (Section 18(3)(b))
- 3) ensure that the established procedures set out the circumstances in which the public order unit services may be deployed; (Section 19(1))
- 4) develop and maintain a manual on public order unit services that is available to each Service member providing these services; and (Section 19(2))
- 5) ensure that the members of the public order unit have the appropriate knowledge, skills and abilities to provide the services of the public order unit. (section 19(3))

REPORTING: Not required

LEGISLATIVE REFERENCE

Act	Regulation	Section
	Ontario Regulation 3/99, Adequacy & Effectiveness of Police Services	18(1)(3)(a)(b), and 19

SERVICE PROCEDURES

Refer to Service Procedure Index.

EMERGENCY RESPONSE SERVICES

TPSB ER-002 Tactical Units

<input type="checkbox"/>	New	Board Authority:	BM 284/00
<input checked="" type="checkbox"/>	Amended	Board Authority:	BM###-yyyy.mm.dd
<input type="checkbox"/>	Reviewed – No Amendments		

BOARD POLICY

It is the policy of the Toronto Police Services Board with respect to the services of tactical units that the Chief of Police shall:

- 1) ensure that the police service will provide the services of a tactical unit by using Service members, that shall consist of a minimum of 12 full-time tactical officers including the supervisor, who are dedicated to the tactical unit but when not training or undertaking tactical activities, may undertake community patrol. (Section 23(1) and 23(6)) If qualified to perform all functions, one unit or team may provide the services of a tactical unit and a hostage rescue team;.(Section 23(6))
- 2) ensure that tactical unit services are deployed in a reasonable time; (Section 21(1) and 21(5))
- 3) develop and establish procedures on tactical unit services to effectively and efficiently perform the following functions: (Section 25(2))
 - i) containment; (Section 23(2))
 - ii) apprehension of an armed barricaded person; and (Section 23(2))
 - ii) forced entry (Section 23(3))
- 4) ensure that the established procedures set out the circumstances in which tactical unit services will be deployed and further delegate to the tactical supervisor or major incident commander the responsibility for determining how many tactical officers are required to be deployed at an incident; (Section 25(2)(a)(b));
- 5) ensure that the tactical unit may perform explosive forced entry if it uses the services of a police explosive forced entry technician; (Section 23(3))
- 6) develop and maintain a manual on tactical unit services that is available to each Service member providing these services and (Section 25(3))
- 7) ensure that every member of a tactical unit has successfully completed the required training accredited by the Ministry or has equivalent qualifications and skills as approved by the Ministry. (Section 24(2))

REPORTING: Not required

LEGISLATIVE REFERENCE

Act	Regulation	Section
	Ontario Regulation 3/99, Adequacy & Effectiveness of Police Services	21(1)(5), 23, 24(2), 25(2) (a)(b) and 25(3)

SERVICE PROCEDURES

Refer to Service Procedure Index.

ADEQUACY STANDARDS REGULATION

EMERGENCY RESPONSE SERVICES

TPSB ER-003 Hostage Rescue Teams

<input type="checkbox"/>	New	Board Authority:	BM 284/00
<input checked="" type="checkbox"/>	Amended	Board Authority:	BM###-yyyy.mm.dd
<input type="checkbox"/>	Reviewed – No Amendments		

BOARD POLICY

It is the policy of the Toronto Police Services Board with respect to the services of a hostage rescue team that the Chief of Police shall:

- 1) ensure that the police service will provide the services of a hostage rescue team by using Service members, that shall consist of a minimum of 12 full-time tactical officers including the supervisor, who are dedicated to the hostage rescue team but when not training or undertaking hostage rescue activities, may undertake community patrol. (Section 23(1) and 23(6)) If qualified to perform all functions, one unit or team may provide the services of a tactical unit and a hostage rescue team;.(Section 23(6))
- 2) ensure that hostage rescue services are deployed in a reasonable time; (Section 21(1) and 21(5))
- 3) develop and establish procedures on hostage rescue services to effectively and efficiently perform the following functions: (Section 25(2) and 23 (4))
 - i) containment; (Section 23(2))
 - ii) apprehension of an armed barricaded person; and (Section 23(2))
 - iii) forced entry (Section 23(3))
- 4) ensure that the established procedures set out the circumstances in which hostage rescue services will be deployed and further delegate to the supervisor or major incident commander the responsibility for determining how many tactical officers are required to be deployed at an incident; (Section 25(2)(a)(b));
- 5) ensure that the hostage rescue team may perform explosive forced entry if it is uses the services of a police explosive forced entry technician; (Section 23(3))
- 6) develop and maintain a manual on hostage rescue services that is available to each Service member providing these services; and (Section 25(3))
- 7) ensure that every member of a hostage rescue team has successfully completed the required training accredited by the Ministry or has equivalent qualifications and skills as approved by the Ministry. (Section 24(2))

REPORTING: Not required

LEGISLATIVE REFERENCE

Act	Regulation	Section
	Ontario Regulation 3/99, Adequacy & Effectiveness of Police Services	21(1) (5), 23, 24(2), 25(2) (a)(b), and 25(3)

SERVICE PROCEDURES

Refer to Service Procedure Index.

ADEQUACY STANDARDS REGULATION

EMERGENCY RESPONSE SERVICES

TPSB ER-004 Major Incident Command

<input type="checkbox"/>	New	Board Authority:	BM 416/00
<input checked="" type="checkbox"/>	Amended	Board Authority:	BM###-yyyy.mm.dd
<input type="checkbox"/>	Reviewed – No Amendments		

BOARD POLICY

It is the policy of the Toronto Police Services Board with respect to major incident command services that the Chief of Police shall:

- 1) ensure that the police service will provide the services of a major incident commander by using Service members; (Section 21)(1))
- 2) establish procedures that set out the circumstances in which a major incident commander will be deployed and within a reasonable time; (Sections 25(2)(a) and 21(5))
- 3) develop and maintain a manual on major incident command that is available to each member providing these services; and (Section 25(3))
- 4) ensure that every major incident commander has successfully completed the required training accredited by the Ministry or has equivalent qualifications and skills as approved by the Ministry. (Section 24(2))

REPORTING: Not required

LEGISLATIVE REFERENCE

Act	Regulation	Section
	Ontario Regulation 3/99, Adequacy and Effectiveness of Police Services	21(1), 21(5), 24(2), 25(2)(a) and 25(3)

SERVICE PROCEDURES

Refer to Service Procedure Index

ADEQUACY STANDARDS REGULATION

EMERGENCY RESPONSE SERVICES

TPSB ER-005 Crisis Negotiators

<input type="checkbox"/>	New	Board Authority:	BM 284/00
<input checked="" type="checkbox"/>	Amended	Board Authority:	BM###-yyyy.mm.dd
<input type="checkbox"/>	Reviewed – No Amendments		

BOARD POLICY

It is the policy of the Toronto Police Services Board with respect to crisis negotiation services that the Chief of Police shall:

- 1) ensure that the police service will provide the services of a crisis negotiator by using Service members ; (Section 21)(1))
- 2) establish procedures that set out the circumstances in which a crisis negotiator will be deployed and within a reasonable time; (Sections 25(2)(a) and 21(5))
- 3) develop and maintain a manual on crisis negotiation that is available to each member providing these services; and (Section 25(3))
- 4) ensure that every crisis negotiator has successfully completed the required training accredited by the Ministry or has equivalent qualifications and skills as approved by the Ministry. (Section 24(2))

REPORTING: Not required

LEGISLATIVE REFERENCE

Act	Regulation	Section
	Ontario Regulation 3/99, Adequacy & Effectiveness of Police Services	21(1), 21(5), 23, 24, 25(2)(a), and 25(3)

SERVICE PROCEDURES

Refer to Service Procedure Index.

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 11, 2003**

**#P347. ADEQUACY STANDARDS REGULATION – UPDATED SERVICE
PROCEDURE INDEX**

The Board was in receipt of the following report NOVEMBER 10, 2003 from Julian Fantino, Chief of Police:

Subject: ADEQUACY STANDARDS REGULATION - POLICE SERVICES BOARD
POLICIES

Recommendation:

It is recommended that: the Board receive this report.

Background:

At its meeting of October 16, 2003 the Board requested that the Chief submit an updated Service Procedure Index to the December 11, 2003 meeting identifying each Adequacy Standard and the corresponding Toronto Police Service operational procedure that demonstrates compliance with the provincial guidelines (Board Minute #C193/03 refers).

In response to this request, a table has been created identifying each Provincial Adequacy Standard and the corresponding Toronto Police Service operational procedure that demonstrates compliance. (Appendix 'A' refers)

The appended table is comprised of three columns. The first column lists the Provincial Adequacy Standards Requirement. The second column contains the name of the Service procedure, plan or manual implementing the requirement. The last column contains the associated procedure number, where applicable.

Conclusion:

It is therefore recommended that the Board receive this report.

Mr. Frank Chen, Chief Administrative Officer, Corporate Support Command will be in attendance to answer any questions that may arise.

The Board received the foregoing.

Appendix "A"

ADEQUACY STANDARDS REQUIREMENT	TORONTO POLICE SERVICE PROCEDURE WHERE COMPLIANCE IS FOUND	
	NAME	NUMBER
AI – 001 Framework for Business Planning	Toronto Police Services Board Business Plan (2002-2004)	-----
AI – 002 Skills Development and Learning	Toronto Police Service Skills Development and Learning Plan	-----
AI – 003 Equal Opportunity and Workplace Harassment	Workplace Harassment	13-14
	Stereotyping Prevention in the Workplace	13-15
AI – 004 Communicable Diseases	Communicable Diseases	08-03
AI – 005 Use of Auxiliaries	Auxiliary Members	14-20
AI – 006 Use of Volunteers	Crime and Disorder Management	04-18
	Manual of Policy Guidelines – Community Volunteers	-----
	Search for Missing Persons	04-05
AI – 007 Management of Police Records	Record Retention Schedule	-----
	Correspondence and File Management	16-04
AI – 008 Marked General Patrol Vehicles	Use of Police Vehicles	15-11
	Inspection of Police Vehicles and Equipment	15-12
AI – 009 Safe Storage of Police Service Firearms	Service Firearms	15-04
	Shotguns	15-05
AI – 010 Police Uniforms	Soft Body Armour	15-08
	Uniform Standards	15-16
	Appendix 'B'	Rules
AI – 011 Framework for Annual Reporting	2002 Service Performance Year End Report	-----
CP – 001 Problem-Oriented Policing	Crime and Disorder Management	04-18

ADEQUACY STANDARDS REQUIREMENT	TORONTO POLICE SERVICE PROCEDURE WHERE COMPLIANCE IS FOUND	
	NAME	NUMBER
CP – 002 Crime Prevention	Crime Prevention	14-32
CP – 003 Police Response to Workplace Violence	Victim Services Program	04-31
	Hate/ Bias Crime	05-16
	External Threats Against Service Members	08-10
	Workplace Harassment	13-14
	Stereotyping Prevention in the Workplace	13-15
ER – 001 Preliminary Perimeter Control and Containment	Use of Police Dog Services	04-27
	High-Risk Incidents	10-05
ER – 002 Tactical Units	High-Risk Incidents	10-05
	Emergency Task Force Operational Manual	-----
ER – 003 Hostage Rescue Teams	High-Risk Incidents	10-05
	Emergency Task Force Operational Manual	-----
ER – 004 Major Incident Command	Emergency Incident Management	10-01
	High-Risk Incidents	10-05
ER – 005 Crisis Negotiation	High-Risk Incidents	10-05
ER – 006 Explosives	Bomb Threats and Explosions	10-03
ER – 007 Ground Search for Lost or Missing Persons	Search for Missing Persons	04-05
ER – 008 Emergency Planning	Emergency Incident Planning	10-01
	Hazardous Materials	10-02
	Bomb Threats and Explosions	10-03
	Nuclear Emergencies	10-04
	High Risk Incidents	10-05
	Medical Emergencies	10-06
	Industrial Accidents	10-07
	Evacuations	10-09
	Emergencies and Pursuits on TTC Property	10-10
LE – 001 Community Patrol	Crime and Disorder Management	04-18

ADEQUACY STANDARDS REQUIREMENT	TORONTO POLICE SERVICE PROCEDURE WHERE COMPLIANCE IS FOUND	
	NAME	NUMBER
LE – 002 Communications and Dispatch	Crime and Disorder Management	04-18
	Communications Centre – Unit Operations Manual	-----
LE – 003 Crime, Call and Public Disorder Analysis	Crime and Disorder Management	04-18
LE – 004 Criminal Intelligence	Intelligence Services	04-38
	Intelligence Services – CISO Manual	-----
LE – 005 Arrest	Arrest	01-01
	Persons Brought Into Custody	01-04
LE – 006 Criminal Investigation Management & Procedures	Each relevant procedure includes specific management responsibilities	All
LE – 007 Hate/Bias Motivated Crime	Hate/Bias Crime	05-16
LE – 008 Hate Propaganda	Hate/Bias Crime	05-16
LE – 009 Joint Forces Operations	Joint Forces Operations	04-39
LE – 010 Internal Task Forces	Major Incident Rapid Response Team	04-40
LE – 011 Search of Premises	Obtaining a Search Warrant	02-17
	Executing a Search Warrant	02-18
	Search Warrant Returns/Orders for Continued Detention	02-19
	Building Checks and Searches	04-06
LE – 012 Search of Persons	Search of Persons	01-02
LE – 013 Police Response to Persons who are Emotionally Disturbed or Have a Mental Illness or a Developmental Disability	Emotionally Disturbed Persons	06-04
	Elopees/Community Treatment Orders	06-05

ADEQUACY STANDARDS REQUIREMENT	TORONTO POLICE SERVICE PROCEDURE WHERE COMPLIANCE IS FOUND	
	NAME	NUMBER
LE – 014 Court Security	Court Services – Site Security Plans	-----
LE – 14A Court Security Assessment Tool	Court Services – Site Security Plans	-----
LE – 015 Paid Informants and Agents	Confidential Informants	04-35
	Agents	04-36
LE – 016 Prisoner Care and Control	Transportation of Persons in Custody	01-03
	Persons Detained in Custody	03-01
	Booking Halls/ Central Lock-ups	03-02
	Detoxification Centres	03-05
	Guarding Persons in Hospital	03-06
	Meal Provisions for Persons in Custody	03-07
	Medical Advisory Notes	-----
	Court Services – Prisoner Handling Manual	-----
LE – 017 Traffic Management, Enforcement and Road Safety	Transportation Collisions	07-01
	Fail to Remain Collisions	07-02
	Life Threatening Injury / Fatal Collisions	07-03
	Ability Impaired / Over 80 – Investigations	07-06
	Ability Impaired / Over 80 – Hospital Investigations	07-07
	Approved Screening Device	07-08
	Speed Enforcement	07-10
	Unsafe Vehicles	07-13
	RIDE Program	07-18
Suspended / Disqualified Driving	07-19	
LE – 018 Witness Protection	Victim Services	04-31
	Witness Assistance and Relocation Program	04-37
LE – 019 Stolen or Smuggled Firearms	Offences Involving Firearms	05-21
	Property – Firearms	09-03

ADEQUACY STANDARDS REQUIREMENT	TORONTO POLICE SERVICE PROCEDURE WHERE COMPLIANCE IS FOUND	
	NAME	NUMBER
LE – 020 Collection, Preservation and Control of Evidence and Property	Gathering/ Preserving Evidence	04-21
	Property – General	09-01
	Property – Liquor	09-05
LE – 021 Elderly and Vulnerable Adult Abuse	Abuse of Elderly or Vulnerable Persons	05-22
LE – 022 Officer Note Taking	Memorandum Books	13-17
LE – 023 Bail and Violent Crime	Bail Hearings and Detention Orders	01-15
	Bail Reporting	03-09
	Fail to Comply/Fail to Appear	05-11
LE – 024 Domestic Violence Occurrences	Domestic Violence	05-04
LE – 025 Supervision	Each procedure lists specific supervisory responsibilities	All
LE – 026 Missing Persons	Search for Missing Persons	04-05
LE – 027 Child Abuse and Neglect	Child Apprehension Warrants	02-13
	Firearms Licensing Investigations	04-19
	Child Sexual Abuse	05-06
	Child Physical Abuse	05-20
LE – 028 Criminal Harassment	Criminal Harassment	05-27
LE – 029 Preventing or Responding to Occurrences Involving Firearms	Offences Involving Firearms	05-21
	Property – Firearms	09-03
LE – 030 Property Offences (Including Break and Enter)	Break and Enter	05-03
	Fire Investigations	05-07
	Pawnbrokers and Second Hand Dealers	05-25

ADEQUACY STANDARDS REQUIREMENT	TORONTO POLICE SERVICE PROCEDURE WHERE COMPLIANCE IS FOUND	
	NAME	NUMBER
LE – 031 Drug Investigations	Drug Enforcement Case Overlap Program	04-15
	Narcotics, Drugs and Paraphernalia	09-04
	Clandestine, Extraction and Hydroponic Drug Laboratories	10-11
	Flashroll	18-06
	329 Fund	18-07
	Detective Operations- Toronto Drug Squad Operations Manual	-----
LE – 032 Illegal Gaming	Gambling Investigations	05-17
LE – 033 Prisoner Transportation	Transportation of Persons in Custody	01-03
	Persons Detained in Custody	03-01
	Booking Halls/ Central Lock-ups	03-02
	Detoxification Centres	03-05
	Guarding Persons in Hospital	03-06
	Meal Provision for Persons in Custody	03-07
	Court Services – Prisoner Handling Manual	-----
LE – 034 Sexual Assault Investigations	Sexual Assault	05-05
LE – 035 Waterways Policing	Marine Unit Response	04-23
	Marine Unit- Unit Specific Procedures	-----
LE – 036 Child Pornography	Child Pornography	05-24
LE – 037 Sudden Death and Found Human Remains	Attempt Suicide/ Suicide	04-02
	Sudden Death	04-03
	Compassionate Messages	04-08
	Death in Police Custody	04-16
LE – 038 Fraud and False Pretence Investigations	Criminal Writings	05-08
	Counterfeit Money	05-12
	Fraudulent Payment Cards	05-18
	Fraud Investigations	05-23
LE – 039 Homicide	Preliminary Homicide Investigation	05-01

ADEQUACY STANDARDS REQUIREMENT	TORONTO POLICE SERVICE PROCEDURE WHERE COMPLIANCE IS FOUND	
	NAME	NUMBER
LE – 040 Parental and Non-Parental Abductions	Child Abductions	05-26
LE – 041 Proceeds of Crime	Proceeds of Crime Investigations	05-15
LE – 042 Robbery	Robberies/ Hold-ups	05-02
LE – 043 Vehicle Theft	Theft of Vehicles	07-12
LE – 044 Youth Crime	Youth Criminal Investigations	04-41
	Gang Related Investigations	05-28
LE – 045 Suspect Apprehension Pursuits	Suspect Apprehension Pursuits	15-10
LE – 046 Sex Offender Registry	Sex Offender Registry	05-29
PO – 001 Public Order Units	Public Safety Unit Response	11-01
	Public Safety Unit Operations Manual	-----
PO – 002 Police Action at Labour Disputes	Police Response at Labour Disputes	11-03
VA – 001 Victims' Assistance	Victim Services Program	04-31

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 11, 2003**

#P348. YOUTH AND POLICE SUMMIT

The Board was in receipt of the following report DECEMBER 02, 2003 from Gloria Lindsay Luby, Acting Chair:

Subject: YOUTH AND POLICE SUMMIT

Recommendation:

It is recommended that: The Board participate in the organizing and hosting of an upcoming Youth and Police Summit to be held in March 2004.

Background:

In June 1998, the Toronto Police Services Board created a Youth Advisory Group (YAG) to begin an outreach initiative with young people in Toronto. Its mandate was to provide a new link between the Board and young people that would enable youth to meet and share their opinions and concerns directly with the Board. Toronto City Councillor Sherene Shaw was appointed Chair. Board Members Ms. Sylvia Hudson and Mr. Jeff Lyons were appointed members and Chair Norman Gardner appointed an ex-officio member.

In August 1999 Toronto City Councillor Olivia Chow and Board Member Ms. Sandy Adelson formed the Youth and Police Action Committee (YPAC). The group submitted a report containing seventeen recommendations, which was approved at the Board's March 2000 meeting (Min. No P122/00 refers).

As a result of various consultation sessions with youth in September 1999, the Youth Advisory Group submitted fifteen recommendations to the Board. The Board approved, in principle, the fifteen recommendations (Min. No. P249/99 refers) and asked the Toronto Police Service to report back on the recommendations.

The Chief responded to the 32 combined recommendations of the YAG and the YPAC at the August 31, 2000 meeting (Min. No P392/00 refers). The Chief advised that the implementation of the recommendations continues to be an ongoing process.

At its meeting on August 30, 2001, the Board requested that the Chief provide an update on the progress of the Service in implementing the recommendations of both the Toronto Police Service YAG and the YPAC.

The Chief provided the Board with an update report on the progress of the Service implementation of the YAG and the YPAC recommendations at the March 27, 2002 meeting (Min. No P72/02 refers). The report indicated that progress had been made in many areas, listing some items as ongoing to be implemented at a later date. The Board was also in receipt of written submissions and heard deputations on this issue.

The Board approved the following motions:

- i. That an Advisory Group to the Chairman is established. Councillors Sherene Shaw and Olivia Chow, Former Board Member Sandy Adelson, Mr. Ryan Teschner (Toronto Youth Cabinet) and any other interested parties were invited to participate in this Advisory Group.
- ii. That the Chief or his representative participates in the Advisory Group.
- iii. That the Advisory Group review these reports and report on the recommendations and implementation process

Chairman Gardner provided the Board with an update at the November 21, 2002 meeting with respect to the Advisory Group's first meeting held on September 23, 2002 (Min. No P298/02 refers). Councillor Shaw requested an update report on a number of recommendations submitted by the Toronto Police Services Board Youth Advisory Group. These recommendations included Diversity Training, Communications, Outreach, Mentoring initiatives, the establishment of a Youth Advisory Committee and the timelines for the implementation of these recommendations.

Due to the limited time available to discuss the report at the November 21, 2002 Board meeting, it was agreed that the report would be discussed at a future meeting of the Youth Advisory Group to the Chairman. However, the Youth Advisory Group has not met since September 23, 2002, despite efforts by Board staff to bring the committee members together.

Youth and Police Summit

The Toronto Police Services Board was recently approached by Ms. Tracy Sheridan of the City of Toronto Community and Neighbourhood Services with respect to participating in a proposed Youth and Police Summit in March 2004.

The objectives of the Summit are to bring together relevant parties in an official manner for the purpose of examining pertinent policies that impact youth-police relations in Toronto, with the objective of identifying problem areas and developing both short and long-term solutions with the consensus of the parties involved. The Summit intends to engage various organizations that have a position/and or ideas that are believed to contribute to informed decision-making with respect to the issues.

The current stakeholders are the City of Toronto, Toronto Police Service and the Toronto Youth Cabinet. The organizers would like the Board's involvement as they feel that the best way to deal with youth-police issue is through the development of effective policies. It is hoped that the stakeholders will be able to extract recommendations from the Summit and then work with the Board to develop policy to be implemented Service-wide.

What is Expected of the Board:

The Board's role, if it agrees to participate, would be limited to providing staff to assist with the planning of the Summit. The Chair would also be expected to speak on the Board's position with respect to youth issues. In addition, there are indications that the Board would be expected to play an ongoing role after the Summit in terms of policy development and implementation.

The City of Toronto has committed funds to cover Summit expenses, therefore, apart from soft costs, there is no financial impact to the Board.

The Board will be working with the Toronto Police Service, Toronto Youth Cabinet and staff of City of Toronto Community and Neighbourhood Services to ensure agreement on format, participation and desired outcomes.

Conclusion:

Historically the Board has been involved with youth through various programs such as Jr. Blues Hockey, Basketball and Youth Soccer and has participated in a number of youth consultations. Additionally, the Board has sponsored numerous educational initiatives and has encouraged and commended officers for their involvement with youth. The Board has identified its involvement with youth as a priority that it wishes to continue. Therefore, it is recommended that the Board participate in the organizing and hosting of an upcoming Youth and Police Summit to be held in March 2004.

The Board approved the foregoing.

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 11, 2003**

**#P349. APPOINTMENT OF SPECIAL CONSTABLES FOR THE TORONTO
TRANSIT COMMISSION**

The Board was in receipt of the following report NOVEMBER 07, 2003 from Julian Fantino, Chief of Police:

Subject: APPOINTMENT OF SPECIAL CONSTABLES FOR THE TORONTO
TRANSIT COMMISSION (TTC)

Recommendation:

It is recommended that: the Board approve the appointment of the individuals listed in this report as special constables for the Toronto Transit Commission (TTC), subject to the approval of the Minister of Community Safety and Correctional Services.

Background:

Under Section 53 of the Police Services Act of Ontario, the Board is authorized to appoint special constables subject to the approval of the Minister of Community Safety and Correctional Services.

Pursuant to this authority, the Board entered into an agreement with the TTC for the Administration of special constables. The special constables are appointed to enforce the Criminal Code, and other federal and provincial legislation on TTC property within the City of Toronto (Board Minute 39/96 refers).

At its meeting on January 29, 1998, the Board approved that requests for appointment of special constables, who are not members of the Service, be forwarded to the Board with the Chief's recommendation, for the entire Board's consideration (Board Minute 41/98, refers).

The TTC has requested by way of letter dated September 30, 2003, from Ms. Terry Andrews, Chief Special Constable, TTC Special Constable Services that the listed individuals be appointed as special constables for a five-year term.

- | | |
|-------------------|-----------------|
| 1. Darius NOWATNY | 4. Dale BOONE |
| 2. David NORTH | 5. Daniel WELK |
| 3. Jody SMITH | 6. Paul MANHERZ |

The agreement between the Board and the TTC requires that background investigations be conducted on individuals recommended for appointment as special constables. The Service's Employment Unit completed background investigations on the individuals and there is nothing on file to preclude them from becoming special constables.

The TTC advise that the individuals meet the TTC hiring criteria and will complete the mandatory training program conducted by the TTC for their special constables by November 19, 2003.

It is therefore recommended that the Board approve the appointment of the individuals listed in this report as special constables for the TTC, subject to the approval of the Minister of Community Safety and Correctional Services.

Acting Deputy Chief David Dicks, Policing Support Command will be in attendance to respond to any questions that Board members may have.

The Board approved the foregoing.

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 11, 2003**

#P350. DIGITAL VIDEO ASSET MANAGEMENT (DVAM) PROJECT

The Board was in receipt of the following report NOVEMBER 28, 2003 from Julian Fantino, Chief of Police:

Subject: DIGITAL VIDEO ASSET MANAGEMENT (DVAM) PROJECT

Recommendation:

It is recommended that: the Board receive this report.

Background:

At its meeting of September 18, 2003, the Board approved the DVAM project by approving the services of IBM and Fujitsu for a total cost of \$972,107.00 and \$423,720.00 respectively (Board Minute #P239/03 refers). The Board also requested the following "The Board approved the foregoing subject to a further report from the Chief of Police that would quantify the anticipated operational cost-savings, such as facilities, staff resources and equipment, as the result of this new capital project."

In 1998 the Video Services Unit (VSU) identified a projected overflow in its ability to process and store videotapes. At that time, the VSU had 54,000 videotapes in its library and it was expected that the storage requirements would greatly exceed the facility space available. Initially the Service considered the construction of a climate controlled storage facility to accommodate these requirements. However, the Service's Chief Administrative Officer requested a study be conducted to evaluate other technological options as opposed to building a storage facility. As a result, in 2000, the Service's Facilities Management Unit, in co-operation with the VSU, retained the services of StorageTek Canada Inc. to provide options to solve this issue. The report recommended a technology-based solution involving digital storage and retrieval, thus eliminating the need for a new and larger facility.

Working in co-operation with the Attorney General's Office it was determined that the digitization of current video evidence assets may pose a problem within the justice system. The process of converting video evidence from its original format, such as VHS videocassette, into a digital video file could compromise the admissibility of the video evidence. The Attorney General's Office concluded that the conversion from VHS to a digital file format may expose the authenticity of evidence to attack on the basis that the digital version would not be identical to the original version of the evidence.

The conversion from videotape to a digital format requires digital compression. During this compression process it is possible to lose one pixel of information, thereby not exactly replicating the original video. Therefore the best evidence would be the original videotape. When we go directly to the DVAM system there will be no videotape and the digital file will become the best evidence.

It was concluded that the current video evidence tapes in storage would remain on tape and the Service would move forward to directly use a digital file format as the original media for capturing future video evidence. Replacing VHS cassettes with digital video files as the primary source of video evidence will provide the judicial system with 'best evidence' that is consistent with the Video Service Unit's Standard Operating Procedures; therefore, marginalizing the threat of any challenges. The Service does not have space to hold the existing tapes. The Service has an agreement with Toronto Archives for storage purposes.

To further plan for this project, a staffing study was completed by the Ashburnham Group on September 11, 2000, which included the operational efficiencies and staff resources that would be required to implement a digital storage solution. The executive summary of this report is attached with the complete report available on request. (See Appendix 'A').

While the current number of videotapes to be stored has dramatically increased to over 100,000 tapes, the staffing level remains the same today as it was upon completion of the Ashburnham Group staffing report. As stated in the report, the adoption of Digital Video (DV) technology will give the Video Evidence Section (VES) staff improved facilities to respond to greater demands.

In response to the Board's motion, two components are outlined below as they relate to cost savings.

(1) Facilities Cost Avoidance

Given the physical storage space available for VHS cassette, available archival space is virtually depleted. Continuing to manage physical VHS cassettes will require an investment in additional storage space. To handle the projected volume of VHS cassettes for the next five (5) years, it is estimated approximately 30,000 square feet of additional climate controlled storage space and associated fixtures will be required. The cost of such a facility is estimated to be \$3,500,000.00, excluding financing charges. Leasing a space to meet these requirements would cost approximately \$420,000.00 per year. The associated cost of maintenance would be approximately \$360,000.00 to \$450,000.00 per year. The figures were obtained from the Service's Facilities Management Unit at an approximate rate of \$12.00 to \$15.00 per square feet.

(2) Staff Savings

The Ashburnham Group report indicates the need for two temporary staff to support the conversion of the 100,000 videos from analogue to digital storage. However, under the current

scope of the DVAM project these resources will not be required as all original recordings will be direct to the DVAM system with no requirement for videotape.

As outlined in the Ashburnham Group report, the VSU is currently at the minimum staffing level required to service the demands of the organization. As the volume of video evidence has experienced rapid rates of growth since 1996, due to the continued increased work volume and the inefficiencies of handling videotape, it is expected that the VSU staffing levels would need to grow proportionally.

At the outset of the DVAM program, it is anticipated that the user learning curve process changes and organizational changes associated with adopting the DVAM systems and processes will make the prospect of near-term staff reductions unlikely.

Under the current project plan, the DVAM system will be implemented in five phases over the course of the year 2004. Implementation of each phase will produce incremental benefit that can be measured by the relative volume of activity related to the phase. The benefit contribution from each phase will be offset by the initial inefficiencies of VSU staff as they adapt to the new system and processes.

The benefit contribution from the system will also be negative while the existing VHS tape management processes are running in parallel. The DVAM system will have a positive benefit to the organization once the existing VHS tape management system has been eliminated and the VSU users have achieved a reasonable level of skill and comfort with the new systems and processes.

As process efficiencies improve, it is anticipated that the current staffing levels will allow VSU to service the increasing volume of asset growth without additional staff. It is also anticipated that the DVAM system will support improved service levels by allowing VSU to reduce turnaround times on orders from current levels. Once system stability is achieved and service level gains are realized, VSU will review the staffing structure and the growth projections to identify opportunities for labour savings within the unit.

It is anticipated there will be reduction in Officers' time to travel to and from Police Headquarters to pick-up video tapes for investigations and/or for the purpose of attending court. In the current environment, all video evidence is managed out of Police Headquarters under the VSU. Officers wishing to view video evidence for an investigation or for the purpose of attending court must acquire the evidence from the VSU at Police Headquarters. The DVAM system will allow authorized personnel the ability to view video evidence remotely from any desktop computer attached to the network.

Conclusion:

The first objective of the Digital Video Asset Management Project is capital and operating cost avoidance of storage space requirements for videotape.

The second objective of this project is to improve the efficiency of the VSU by reducing the manual processes required to manage and distribute video evidence and to make video assets more accessible to authorized personnel.

Finally, VHS cassettes have a measurable life span. Videotape will lose quality over time, whereas, digital will not.

Successful implementation of the DVAM system will be realized through the extensive research and development conducted by both the Video Services Unit and Information Technology Services units. The extensive up-front investigation included consultation with police and private sector organizations worldwide. Once complete, the Digital Video Asset Management Project will become the global benchmark for the storage of video in law enforcement.

Mr. Frank Chen, CAO, Corporate Support Command, will be in attendance to answer any questions the Board may have.

The Board noted that the Ontario Provincial Police had announced that it will install digital video cameras in some of its police cars in selected areas in Ontario on a trial basis beginning in January 2004.

The Board also noted that a recent report released by the Ontario Human Rights Commission entitled *Paying the Price: The Human Cost of Racial Profiling* contains a recommendation on the use of cameras in police cars.

The Board received the foregoing report and approved the following Motion:

THAT, in addition to any information that will be contained in the Report of the Board/Service Race Relations Joint Working Group, Chief Fantino provide the Board with a report for its February 2004 meeting on the advantages of installing video cameras in Toronto Police Service cars and include the disadvantages, if any, that may be related to cameras in police cars.



Offices: Peterborough, Canada
London, England

Appendix 'A'

Toronto Police Services (TPS)

Video Services Unit (VSU) Impact Study

of a

Digital Video Asset Library (DVAL)

By

Ashburnham Group Inc.

Dated: September 11, 2000

Introduction

The Video Services Unit (VSU) of the Toronto Police Service (TPS), already has 54,000 videotapes in its library, and expects to overflow its storage areas within two years. Consequently in late 1999 the VSU commissioned a study into the options available to them for storing these materials. (Expression of Interest No. 9155-99-01668).

The result of this study was a Report titled '*Program Requirements for Tape Storage and Processing Facility*' from StorageTek Canada Inc., (hereafter referred to as the 'first' Report). This Report recommended that the TPS VSU cease to store recordings on VHS videotape. Instead, they should capture the recordings in electronic digital form and store and process them in a 'mass storage' system as a Digital Video Asset library. This becomes possible when the provisions of the new '*Canada Evidence Act*' become law.

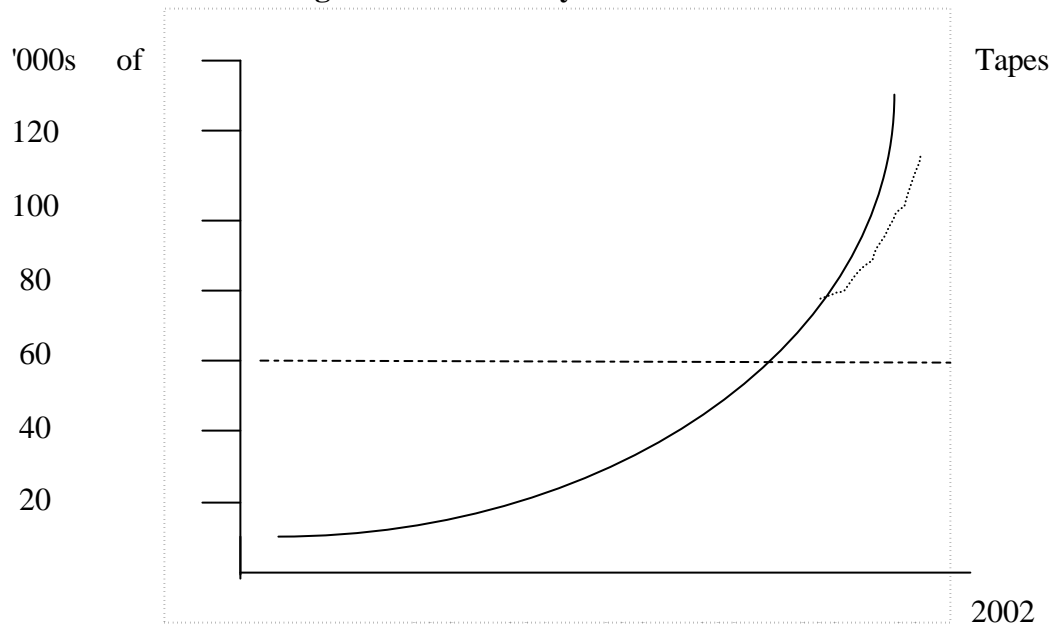
This Report follows on from the first Report, and assesses the likely impacts on the VSU of this change in technology, with particular emphasis on the impact on the staff.

Executive Summary and Conclusions

The use of video recordings as evidence within the Toronto region, has grown dramatically in the last five years (with a compound growth rate in excess of 25%). At the end of 1999 there were in excess of 50,000 videotapes in the archive. Approximately 20,000 will be added in 2000.

By the end of this year all available space will be used. Purging of tapes more than six years old is only a partial solution, as at least half the tapes are for indefinite retention. This study confirms that the Video Services Unit must take major action to address its archive storage problem, or run risks with the availability of evidence. A move to storing video recordings in digital form is a valid approach.

No. of Video Recordings To Be Stored By TPS VSU



The “Program Requirements for Tape Storage and Processing Facility” report prepared for the TPS focussed specifically on addressing the storage space challenge facing the TPS Video Services Unit. It looked at a number of options and validated them against the current and pending requirements of the Ontario Legal system. It recommended that storage of the video recordings in digital form (suitable for computer processing), as a Digital Video Asset Library (DVAL) was the best option. The physical storage requirement would be eliminated by the destruction of any original tapes once they had been loaded to the library.

This Report focuses on assessing the potential impact on the TPS Video Services Unit (VSU), and its customers, of the implementation of that recommendation. It pays particular attention to the impact on the staff and staffing levels of the VSU. It also looks at the impact on other areas such as the long-term security of the video assets, technical infrastructure, indexing of the video recordings and costs. In addition it has identified a number of benefits (other than saving storage space), that will flow, or will potentially flow, from the change to the new technology.

The implementation of a Digital Video Asset Library within TPS VSU is a feasible exercise. However, when approaching this exercise TPS must make allowance for:

a further study to solve all the practical issues which will arise (from the impacts identified in this Report);
adequate time for planning and revised process documentation;
at least two temporary staff for at least five to six months to provide cover for VSU staff training and parallel running of two systems.

Headline Conclusions

The headline conclusions in this Report are:

The implementation of a Digital Video Asset Library will significantly reduce the routine administrative and tape handling workload of the TPS VSU;
In the long run the minimum staffing level of the VSU is determined by the need to provide round-the-clock support to the TPS uniformed officers, rather than the base workload. The VSU is already at (or even below), this minimum staffing level;
The VAL has the potential to allow the VSU Video Evidence Unit to provide better, and faster, services to the TPS investigation squads and Crown Courts;
The combination of these factors will mean that the VSU staff will both need, and have, more time to provide ‘value added’ services to their clients. To draw an analogy from a conventional library containing books, they will change from being ‘stack librarians’ to be much more ‘reference librarians’;
Irrespective of whether the DVAL is implemented or not, the TPS VSU needs to take major steps to protect its videotapes in ‘deep’ store from damage, loss or deterioration. Migration of these assets into a DVAL is one good way to achieve this.

Summary of Detailed Conclusions

The staffing numbers in the long term will be unchanged by the introduction of the DVAL (they are determined by the shift pattern). However, at least two temporary staff will be needed during the transition period (See Section 3.5).

The new DVAL system will be no more demanding on the technical skills of the staff than the system being replaced. The staff will need approximately two weeks training in the new technology (See Section 3A).

The DVAL will dramatically reduce the space needed to store videotapes. However, some high-quality, environmentally controlled space will be needed to house the DVAL equipment. (See Section 4.1).

Thus far the studies into the technical issues on a DVAL have focussed on the storage of the video recordings. However, with digital storage, the indexing of the recordings increases in significance and the existing VTMS system may not be adequate. TPS VSU should review alternative options. These should consider the possibility of linking to the CIPS and COPS systems. Another consideration would be the need to transfer the existing records from VTMS to the new system.

The existing Video Records System (VTMS) may not be suitable for continued use with the DVAL, and TPS should investigate other options (See Section 4.2).

The quality of the data, provided to the VEU, by the recording or seizing officers, with each tape is inadequate. The importance of this will increase with the introduction of the DVAL, and better quality data will become essential.

The new 'Canada Evidence Act' will require the TPS VEU to formalize its operating documentation. International Quality Standard ISO 9002 could provide approximate guidance for the design of procedural changes. (See Section 4.3).

There is a significant amount of additional operational cost which needs to be budgeted, in addition to the capital cost of the DVAL. These are listed in Section 4.4.

Migration of the existing archive of videotapes to the DVAL is desirable, both to release space and to protect the video assets. This will be a major task requiring twelve digitizing units and a full-time staff member for one year. (See Section 5 and Appendix D).

The DVAL will produce a number of opportunities for benefits within the TPS VSU, in addition to solving the storage space problem. The benefits would include:

improved productivity of VSU staff;

direct capture of video to the DVAL, cutting out tape entirely;

the provision of a facility which would allow investigating officers to directly search, and view, the video evidence without needing the involvement of VEU staff.

Staffing Impact

Staff Numbers and Working Pattern

The Video Evidence Unit (VEU), a section within the Video Services Unit, currently has ten active staff, made up of one supervisor, eight permanent staff and one temporary clerk, with one permanent staff member on sickness leave. Sickness and absenteeism attributed to stress is reported to be relatively high.

The department (Aug. 2000) works on a two-shift system which provides services to the TPS for sixteen hours a day, five days a week. Routine on-going work is divided over both shifts. Over the next three months the department will progressively change to a five-shift system providing twenty-four hour, seven day cover (the uniformed, compressed shift rotation). This will require the unit to work with five teams of two staff. This can only be achieved by including the supervisors in the shift pattern and the department is currently at the minimum staffing level to operate this shift pattern. Holidays, sickness and absence will have to be covered by operating with one person on some shifts – this could raise an Occupational, Health and Safety issue. Since disabled personal are employed who require a certain amount of special consideration, this is an even more serious issue.

This shift pattern is being adopted to meet the demand for urgent video services support to investigation and incident squads at any time of the day. This is a relatively small (see below), though vital part of the unit's workload. It is also highly sporadic.

The adoption of Digital Video (DV), technology will give the VEU staff improved facilities to respond to these immediate demands. However, as long as video continues to be captured on tape (for foreseeable future), the demand for VEU staff to be on-hand will remain, indeed, it may increase as a result of the better services available.

Conclusion

The Video Evidence Unit currently has the minimum number of staff required to provide 'round-the-clock' support to the TPS. The adoption of Digital technology may enhance the services the VEU can provide, but will not alter the need for the staff to be present to provide the services.

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 11, 2003**

**#P351. TORONTO POLICE SERVICE: 2003 OPERATING BUDGET
VARIANCE REPORT AS AT OCTOBER 31, 2003**

The Board was in receipt of the following report NOVEMBER 24, 2003 from Julian Fantino, Chief of Police:

Subject: 2003 OPERATING BUDGET VARIANCE REPORT FOR THE TORONTO
POLICE SERVICE AS AT OCTOBER 31, 2003

Recommendation:

It is recommended that:

- (1) the Board receive this report; and
- (2) the Board forward this report to the City Chief Financial Officer and Treasurer, and to the City Policy and Finance (P&F) Committee.

Background:

Toronto City Council, at its meeting held on February 24 to February 28 and March 3, 2003, approved the Toronto Police Service (TPS) Operating Budget at a net amount of \$634.6 million (M), which is the same amount as the revised budget approved by the Toronto Police Services Board at its meeting of February 20, 2003 (Board Minute # P36/03 refers). This represents an increase of 4.2% over the 2002 Net Operating Budget. The Council-approved budget provides sufficient funding to maintain current services. The budget also provides additional funding for the creation of a Strategic Traffic Enforcement Measures (STEM) Team in the amount of \$0.7M as well as funding for costs related to the 2002 to 2004 Toronto Police Association salary settlement.

2003 Operating Budget Variance

As at October 31, 2003, the Service is projecting a year-end favourable variance of \$0.5M, which is \$0.8M more than reported previously.

STAFFING

A net shortfall of \$1.0M is projected for staffing costs to year-end, which is the same as reported previously.

It is currently projected that there will be 143 uniform separations in 2003 compared to the original budget estimate of 300 for the year. As at October 31, 2003, there were 134 separations, compared to 297 at the same point in time last year. As a result of the projected decrease in separations, planned hires have been reduced to 185 recruit hires in 2003 compared to the original budget estimate of 379.

Premium pay expenditures are estimated to be \$0.6M over budget, which is the same as reported last month. This projected over expenditure is primarily due to the increased requirement for use of overtime in conducting recent high profile investigations such as the child abduction and murder in Toronto's west end, the plane crash in the Toronto harbour and anti war demonstrations.

On July 30, 2003, Molson's hosted the Rolling Stones and several other musical groups for an event at the Downsview Park site in support of Toronto in light of recent hardships the city has encountered due to SARS. This event had a significant impact on police and other city resources, as over 450,000 fans attended the all day event. Police resources were required to ensure public safety on the event grounds and the grounds surrounding the site, affect road closures and divert traffic, staff nearby TTC surface and subway routes, and provide overall planning and co-ordination assistance. Total TPS costs for the event were \$0.6M, with unbudgeted incremental costs of \$0.2M.

On the afternoon of August 14, 2003 several states in the United States and areas across the province of Ontario were subject to the largest blackout in North American history. The Service incurred \$350,000 in incremental costs as a result of the blackout. The City has indicated that the Service's incremental costs would qualify for funding from the Province. To this end, the Service is not projecting this cost in the variance and has forwarded the above information to City staff.

BENEFITS

A savings of \$0.8M is projected for medical and dental benefits which is \$0.3M more than reported previously. This savings is attributable to decreased costs resulting from previous years' cost containment initiatives, the new insurance carrier and continued monitoring and control.

NON-SALARIES

Non-salary accounts are projected to be under spent by \$0.7M, which is \$0.5M more than reported previously. This increase is due in part to increased revenues (\$0.2M) and Service discretionary expenditure reductions (\$0.3M) in an attempt to address City-wide budget pressures.

SUMMARY

As at October 31, 2003, the total Service projected year-end favourable variance is \$0.5M. The Service has been advised that the \$0.2M of incremental costs incurred during the Rolling Stones concert may be recoverable. If this recovery is received then the favourable variance can be adjusted to \$0.7M; however, at this time this has not been included in the projection. The Service will continue to control costs and defer discretionary expenses where possible in an attempt to address City-wide budget pressures.

Mr. Frank Chen, Chief Administrative Officer, Corporate Support Command will be in attendance to answer any questions the Board may have.

The Board received the foregoing and agreed to forward a copy to the City Chief Financial Officer and Treasurer and to the City Policy and Finance Committee.

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 11, 2003**

#P352. PAID DUTY RATES – JANUARY 01, 2004

The Board was in receipt of the following report NOVEMBER 26, 2003 from Gloria Lindsay Luby, Acting Chair:

Subject: PAID DUTY RATES - JANUARY 1, 2004

Recommendation:

It is recommended that the Board receive the attached notification from the Toronto Police Association with respect to an increase in paid duty rates effective January 1, 2004.

Background:

Article 20:01 of the uniformed collective agreement stipulates the following with respect to paid duty rates:

“The rate to be paid to each member for special services requested of the Service for control of crowds or for any other reason, shall be determined by the Association and the Board shall be advised by the Association of the said rate when determined or of any changes therein”.

Police Services Board records indicate that the paid duty rates were last adjusted on January 1, 2003; effective that date, the rate for all classifications of constables was \$49.00 per hour. The attached notice establishes a new rate of \$52.00 per hour for constables.

I recommend that the Board receive the attached notification from the Toronto Police Association with respect to an increase in paid duty rates effective January 1, 2004.

The Board received the foregoing.



**TORONTO
POLICE
ASSOCIATION**

30 Yorkland Boulevard,
Toronto, Ontario,
Canada M2J 1R5

Telephone
(416) 491-4301
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(416) 494-4948

Rick McIntosh
President

Al Olsen
Vice President

Terry Nunn
*Director
Legal Services*

Dennis Ewaniuk
*Director
Member Benefits*

Thomas Froude
*Director Civilian
Administrative Services*

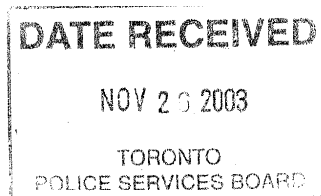
Douglas Corrigan
*Director
Civilian Field Services*

Michael McCormack
*Director Uniform
Administrative Services*

George Tucker
*Director
Uniform Field Services*

Andrew Clarke
*Director
Uniform Field Services*

November 24, 2003



Ms. Christine Bortkiewicz
A/Executive Director
Toronto Police Services Board
40 College Street
Toronto, ON M5G 2J3

Dear Ms. Bortkiewicz:

Re: Paid Duty Rates – 2004 Increase

In conformance with Article 20:01 of the Uniform Collective Agreement, we are advising the Toronto Police Services Board of an increase in the hourly paid duty rates to take effect as follows:

January 1, 2004

Constables (All classifications) \$52.00
(minimum \$156.00)

REQUIREMENTS FOR PAID DUTY SUPERVISION IS AS FOLLOWS:

Sergeants \$59.00
(When in charge of 4 or more police officers) (minimum \$177.00)

Staff Sergeants \$65.00
(When in charge of 10 or more police officers) (minimum \$195.00)

Staff Sergeants \$67.00
(When in charge of 15 or more police officers) (minimum \$201.00)

Partial hours (beyond a minimum of three hours) that an officer performs at such paid duty is paid out at the established hourly rate.

The Association will forward this information to all Units today. We trust the Police Services Board will have the rates reflected on Routine Orders in a timely fashion and that Unit Commanders are advised accordingly.





Ms. Christine Bortkiewicz
November 24, 2003
Page 2

It would be appreciated if this information is published on Routine Orders by November 30, 2003 to inform our members so that they, in turn, can inform the paid duty users.

Yours sincerely,

TORONTO POLICE ASSOCIATION

Al Olsen
Vice President

AO:hb

c. Chief Julian Fantino
Ms. Maria Ciani
Mr. Bill Gibson
TPA Board of Directors

[Olsen Pd Duty PSB]

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 11, 2003**

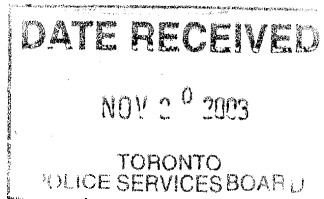
**#P353. RESPONSE TO REQUEST FOR A CENTRAL JOINT HEALTH AND
SAFETY COMMITTEE**

The Board was in receipt of the attached correspondence NOVEMBER 14, 2003 from David Walker, Director, Central Region, Ministry of Labour, with regard to the Board's earlier request to develop a Central Joint Health and Safety Committee.

The Board received the foregoing.

Ministry
of
Labour

Ministère
du
Travail



Director's Office, Central Region
120 1 Wilson Avenue
2nd Floor, Building E
Downsview, ON M3M 1J8
Tel: (416) 235-5217
Fax: (416) 235-5355

November 14, 2003

Gloria Lindsay Luby, Acting Chair
Toronto Police Association
40 College Street
Toronto, Ontario
M5G 2J3

Rick McIntosh, President
Toronto Police Services Board
180 Yorkland Boulevard
Willowdale, Ontario
M2J 1R5

Dear Ms. Luby and Mr. McIntosh:

The Minister has delegated to me the power under subsection 9 (3 .1) of the Occupational Health and Safety Act. I would like to thank you for the submission dated October 15, 2003 requesting approval for the multi-workplace Joint Health and Safety Committee (JHSC) arrangement developed and agreed to by the employer, the Toronto Police Services Board along with the worker representatives as represented by the Toronto Police Association.

I would like to thank you for this information that supports the submission dated October 15, 2003 with attached document dated September 2003 requesting approval for a multi-workplace Joint Health and Safety Committees (JHSC) to be called the Central Joint Health and Safety Committee of the Toronto Police Service.

I am most pleased that a cooperative approach has been achieved regarding the structure and Terms of Reference for the Committee and that the arrangement satisfies the recommended criteria. The attached order indicates my approval of the arrangement.

I would like to wish the Committee members every success in their endeavours towards a fully effective health and safety program.

Yours sincerely,

A handwritten signature in cursive script that reads "David Walker".

David Walker,
Director, Central Region

Attachment
DW/ope
DIR 272103

**Order under Subsection 9(3.1),
The Occupational Health and Safety Act**

R.S.O. 1990, c.0.1

Whereas subsection 9(3.1) of the Occupational Health and Safety Act provides that the Minister may, by order in writing, require a constructor or an employer to establish or maintain one or more joint health and safety committees for a work place or a part thereof, and may, in such order, provide for the composition, practice and procedure of any committee so established.

And whereas the Toronto Police Services Board and the workers represented by the Toronto Police Association have stated a desire to have a multi-workplace committee called the Central Joint Health and Safety Committee for the Toronto Police Service as to structure and terms of reference detailed in the document dated September 2003 between them submitted October 15, 2003 have the Minister approve such an arrangement.

NOW THEREFORE BE IT ORDERED that pursuant to subsection 9(3.1) of the Occupational Health and Safety Act, the Toronto Police Services Board, as employer, is hereby required to establish and maintain the Central Joint Health and Safety Committee of the Toronto Police Service to be governed as to composition, practice and procedure by the provisions of the executed document dated September 2003 and submitted October 15, 2003 between the Toronto Police Services Board and the employees as represented by the Toronto Police Association.

Dated at Toronto this 14th day of November 2003



David Walker,
Director, Central Region

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 11, 2003**

**#P354. RESPONSE TO RECOMMENDATIONS REGARDING THE RELEASE
OF SEX OFFENDERS**

The Board was in receipt of the attached correspondence NOVEMBER 18, 2003 from Lucie McClung, Commissioner, Correctional Service Canada, in response to an earlier Board recommendation regarding the release of sex offenders.

The Board received the foregoing.



Correctional Service
Canada

Service correctionnel
Canada

Commissioner
Ottawa, Canada
K1A 0P9

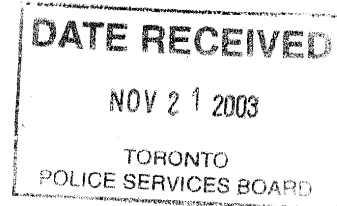
Commissaire

Your file Votre référence

Our file Notre référence

NOV 18 2003

Ms. Gloria Lindsay Luby
Acting Chair
Toronto Police Services Board
40 College Street
Toronto, Ontario
M5G 2J3



Dear Ms. Lindsay Luby:

Thank you for your letter of October 9, 2003, with enclosure, regarding offender Walter Gary Jacobson.

As a result of public reaction to the release of this offender, the Correctional Service of Canada (CSC) has put in place a number of steps to ensure sensitivity to recent criminal activities, or other events, that have occurred in the community.

A review of all potentially high-profile offenders, who are about to be released, is conducted, and an ongoing scan of the community environment, by area managers, is also used to assess whether a given release plan is still feasible.

Approximately three months before an offender's release, a community strategy is developed, and particular attention is paid to the community environment in situations where there may be very limited community acceptance. A Community Assessment Team, comprised of representatives from the police, Citizens' Advisory Committee, halfway house and others, meets with CSC staff to consider the release plan and, if there have been recent crimes similar to the offender's offence pattern, alternate communities may be considered. Careful consideration is given to any special conditions which will be recommended to the National Parole Board (NPB) to manage the case. Community sensitivities are carefully noted and addressed in the release plan.

.../2

Canada

Two weeks prior to the release, a case conference is conducted between the institutional case worker and the parole officer assigned to supervise the offender. The approved plan is, again, carefully considered to ensure it is still viable, and key elements, such as accommodation, admission to programs and treatment, are reviewed. Any significant concern is reported to NPB officials, who may make changes.

Although specific developments, or events, cannot be anticipated, we believe that this ongoing assessment of release plans, with appropriate adjustments, should avoid a future situation, such as was generated by the release of offender Jacobson.

I trust that this information will be of assistance.

Yours sincerely,

Lucie McClung

A handwritten signature in black ink, appearing to read 'Lucie McClung', written over the printed name.

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 11, 2003**

**#P355. RESPONSE TO REQUEST FOR REIMBURSEMENT OF COSTS
RELATED TO THE ROLLING STONES CONCERT**

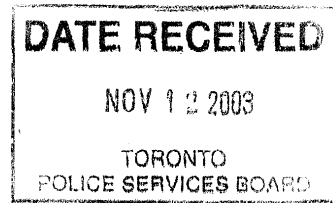
The Board was in receipt of the attached correspondence NOVEMBER 07, 2003 from Lucien Bradet, Director General, Service Industries Branch, Industry Canada, in response to an earlier Board recommendation for reimbursement of costs related to the Rolling Stones concert in Toronto in July 2003.

The Board received the foregoing.



Industry Canada Industrie Canada

235, rue Queen Street
Ottawa Ontario K1A 0H5



Nov. - 7 2003

Ms. Gloria Lindsay Luby
Acting Chair
Toronto Police Services Board
40 College Street
Toronto, Ontario
M5G 2J3

Dear Ms. Luby:

Thank you for your letter of September 22, 2003, addressed to the Honourable Allan Rock, Minister of Industry, concerning the costs incurred by the Toronto Police Service with respect to the Rolling Stones concert of July 30, 2003. I regret the delay in responding.

The Government of Canada provided a grant of \$3.5 million, through the Toronto Waterfront Revitalization Corporation, for the organization of the Rolling Stones concert. The federal government also provided other funding through the Toronto Alliance and the Canadian Tourism Commission for the promotion of the concert.

As was previously indicated by the Honourable Wayne Easter, Solicitor General of Canada, the Toronto Waterfront Revitalization Corporation, in its application for the \$3.5 million grant, advised that a contribution would be made by the City of Toronto to provide policing and emergency services. As a result, these costs are not covered by the federal government's grant.

I appreciate the serious impact that the Severe Acute Respiratory Syndrome (SARS) has had on Toronto's economy. The federal government worked diligently to address the challenges through various initiatives. In total, the Government of Canada committed \$360 million so far in assistance for SARS.

...2

Canada

- 2 -

Moneris Solutions, Canada's largest processor of debit and credit card transactions, has estimated that the Rolling Stones concert brought an extra \$75 million to the Toronto economy during the week it was held.

I hope this information is of assistance. Thank you again for having taken the time to write.

Yours sincerely,



Lucien Bradet
Director General
Service Industries Branch

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 11, 2003**

**#P356. RESPONSE TO REQUEST FOR REIMBURSEMENT OF COSTS
RELATED TO THE ROLLING STONES CONCERT**

The Board was in receipt of the attached correspondence OCTOBER 21, 2003 from The Honourable Wayne Easter, Solicitor General of Canada, in response to an earlier Board recommendation for reimbursement of the costs related to the Rolling Stones concert in Toronto in July 2003.

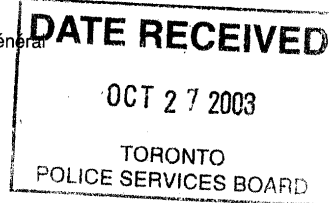
The Board received the foregoing.

Solicitor General
of Canada



Solliciteur général
du Canada

Ottawa, Canada K1A 0P8



Ms. Gloria Lindsay Luby
Acting Chair
Toronto Police Services Board
40 College Street
Toronto, Ontario
M5G 2J3

21 OCT 2003

Dear Ms. Luby:

Thank you for your letter of September 22, 2003, and enclosures, regarding your request for reimbursement of the costs incurred by the Toronto Police Services Board as a result of the Rolling Stones concert held in Toronto, in July 2003.

As I noted in my letter of August 25, 2003 to Chief Julian Fantino, the federal government's security cost framework policy for reimbursement of security-related expenses is limited to Prime Minister and some related Ministerial-led international meetings assessed by the Royal Canadian Mounted Police and the Canadian Security Intelligence Service as a significantly high level of risk and designated by the federal government as eligible for financial assistance. The Toronto Rolling Stones concert does not meet the established criteria under this framework for designation and therefore is not eligible for reimbursement.

I have taken the liberty of forwarding a copy of my response to my colleagues, the Honourable Allan Rock, Minister of Industry, Mr. Dennis Mills, Member of Parliament, Senator Jerry Grafstein and the Honourable Dalton McGuinty, Ontario Premier-designate.

I trust that this information is of assistance.

Sincerely,

Wayne Easter, P.C., M.P.

Canada

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 11, 2003**

**#P357. REQUEST FOR EXTENSION OF TIME TO SUBMIT REPORT: 14th
ANNUAL MEETING AND CONFERENCE OF THE CANADIAN
ASSOCIATION OF POLICE BOARDS (CAPB)**

The Board was in receipt of the following report OCTOBER 24, 2003 from Julian Fantino, Chief of Police:

Subject: 14th ANNUAL MEETING AND CONFERENCE OF THE CANADIAN
ASSOCIATION OF POLICE BOARDS (CAPB)

Recommendation:

It is recommended that: the Board approve the request for a six-month extension to submit the report with respect to the CAPB resolutions and their impact on the Toronto Police Service.

Background:

At its meeting of September 18, 2003, the Board requested that the Chief prepare a report detailing any impact the CAPB resolutions would have on the Toronto Police Service (Board Minute P254/03 refers).

Given the range of issues, three Corporate Planning analysts have been assigned to this project and are in the initial stages of identifying the respective stakeholders for each of the sixteen resolutions. It is anticipated that research and consultation with the various stakeholders and co-ordination of their input will require the additional time requested in light of the number of stakeholders identified to date and other high priority projects also being worked on at this time. Through this research and consultation, impact with respect to cost to the Service, human resource allocation, operational processes, officer safety and public safety will be determined.

It is therefore recommended that the Board approve a six-month extension to submit this report.

Mr. Frank Chen, Chief Administrative Officer, Corporate Support Command will be in attendance to answer any questions the Board members may have.

The Board approved the foregoing.

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 11, 2003**

#P358. CORRESPONDENCE

The Board was in receipt of a summary of the correspondence received in the Board office between October 22, 2003 and November 25, 2003. A copy of the summary is on file in the Board office.

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 11, 2003**

**#P359. TORONTO POLICE SERVICE'S 2004-2008 CAPITAL PROGRAM –
FURTHER OPTIONS**

The Board was in receipt of the following report DECEMBER 08, 2003 from Joanne Campbell, Executive Director, Toronto Police Services Board:

Subject: TORONTO POLICE SERVICE'S 2004-2008 CAPITAL PROGRAM -
FURTHER OPTIONS

Recommendation:

It is recommended:

1. THAT the Board determine whether to approve an amended 2004 capital budget of \$27.5M; and,
2. THAT the Board notify the City CAO, Ms Shirley Hoy of its decision.

Background:

At the Board's meeting on October 16, 2003 the Service requested a 2004-2008 capital program of \$188.8M with a 2004 request of \$33.3M. The Board recommended various cash flow deferrals to the 2004 request resulting in the Board approved capital program for 2004-2008 of \$188.8M with a 2004 amount of \$28.3M. During the capital budget discussions at the Board meeting, the Service indicated that other opportunities were being pursued to reduce the 2004 cash flow requirements given the financial pressures at the City. (Board Minute P271/03 is attached for reference).

Subsequently, Mr. Frank Chen, CAO received a letter dated November 14, 2003 from Ms Shirley Hoy, City of Toronto CAO. Ms Hoy's letter requested that the Service explore further options with the objective of reducing the 2004 capital cash flow by \$1.4 M (attached).

In a letter addressed to then A/Chair Gloria Lindsay Luby, dated December 1, 2003, the full text of which can be found in the Board's in camera agenda, Chief Fantino advises that the Service has considered Ms Hoy's request.

The City CAO's letter requests a further reduction of \$1.4M to the 2004 capital amount in order to achieve the City's 2004 affordability target of \$27.1M for the Service. Given the Board's approval of a 2004 amount of \$28.3M, the reduction required to achieve the City's target for 2004 is \$1.2M.

Mr. Chen, as indicated to the Board, has reviewed opportunities to reduce the 2004 cash flow requirements in order to meet the City 2004 target amount. The results of the review are detailed below:

\$(000's)

Capital Project	2004 Request	2004 Adjustment	2004 Revised Request
Mobile Network	\$1,300.0	\$(400.0)	\$900.0
Division 23	\$2,500.0	\$(400.0)	\$2,100.0
Total	\$3,800.0	\$(800.0)	\$3,000.0

The above cash flow adjustments total \$0.8M and will result in a revised 2004 capital budget of \$27.5M which is \$0.4M over the City's 2004 target amount of \$27.1M.

Chief Fantino supports the above cash flow adjustments to the 2004 capital budget.

At its October 16, 2003 meeting the Board authorized the A/Chair, subject to ratification by the Board, to approve changes to the capital budget submission during the time between meetings of the Board. Given that the Board does not currently have an A/Chair this matter is forwarded for consideration by the entire Board.

I therefore recommend that the Board determine whether to approve an amended 2004 capital budget of \$27.5M; and, that the Board notify the City CAO, Ms Shirley Hoy, of its decision.

The Board approved the foregoing.



Shirley Hoy, Chief Administrative Officer

100 Queen Street West
1st Floor East Tower
Toronto, Ontario
M5H 2N2

Tel: (416) 392-3551
Fax: (416) 392-1827
www.city.toronto.on.ca

November 14, 2003

Frank Chen
Chief Administrative Officer
Toronto Police Services
40 College Street, 7th Floor
Toronto Ontario.
M5V 1A2

Dear Frank:

I was very pleased to learn that at its meeting of October 16, 2003 the Toronto Police Services Board adopted a series of reductions to your 2004-2013 Capital Budget request bringing total debt financial cash flow requirements in 2004 to approximately \$28.5 million. Unfortunately, as members of the Board discussed during these October 16 Capital budget deliberations, the revised cash flow request is still approximately \$1.4 million over our current affordability guideline that only allows for \$27.1 million in debt financed expenditure authority in 2004 for cash flow purposes relating to the Toronto Police Service

Given the continued pressure represented by the Toronto Police Service's current 2004 Budget request relative to the affordability guideline, I am writing to request that you explore further options. Could you please provide a brief outline of what adjustments the Toronto Police Service would consider if required to reduce the 2004 cash flow by a further \$1.4 million. I understand from our Financial Planning Division that *some* options have been discussed with you at the staff level and I am hoping that some favorable opportunities could be found.

Once we receive your list myself and Joe Pennachetti will consider these options and contact you regarding final recommendations. Again, I would like to thank both you and the Board for the hard work conducted to date and look forward to continued positive and professional deliberations regarding your 2004 Capital and Operating budget requirements.

Thank you,

Shirley Hoy
Chief Administrative Officer, City of Toronto

|

ATTACHMENT

THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE TORONTO POLICE SERVICES BOARD HELD ON OCTOBER 16, 2003

#P271. TORONTO POLICE SERVICE 2004-2008 CAPITAL PROGRAM SUBMISSION

The Board was in receipt of the following report SEPTEMBER 12, 2003 from Julian Fantino, Chief of Police:

Subject: TORONTO POLICE SERVICE 2004-2008 CAPITAL PROGRAM
SUBMISSION

Recommendation:

It is recommended that:

- 1) The Board approve the 2004-2008 Capital Program as reflected in this report, with a 2004 request of \$33.3 million (M) (excluding cash flow carry forwards from 2003), and a total of \$188.8M for 2004-2008;
- 2) The Board authorise the Acting Chair to approve, subject to ratification by the Board, changes to the capital budget submission during the time between meetings of the Board; and
- 3) The Board forward a copy of this report to the City Chief Financial Officer and Treasurer.

Background:

Attachment A provides a financial summary of the Toronto Police Service's 2004-2008 Capital Program submission and a summary of the requests for the years 2009-2013, as per City of Toronto instructions. Details of this submission are outlined in this report.

Business cases have been prepared for each new capital project. These have been evaluated and prioritised to reflect Service goals and objectives. The Command and I have conducted a review of all projects to identify that the Capital Program reflects legitimate, bona fide needs of the Toronto Police Service (TPS) for the effective delivery of services. TPS is aware that the City continues to experience significant budget pressures and as a result, projects have been deferred, deleted or phased in wherever possible.

City Guideline:

City staff has provided a preliminary guideline of \$30M for the 2004 year. The amount has not been approved by the Budget Advisory Committee. This guideline includes funding to continue the new 43 Division and complete the new Traffic Services and Garage facilities.

The City guideline is based on no new debt being incurred by the City.
2004-2008 Submission:

The 2004-2008 submission can be broken down into two categories:

- A. On-going projects: Projects which have been approved by City Council in previous years; and
- B. Projects with no funding approval: Projects that are to begin in 2004 or future years, and have no funding approval from City Council.

Each project in the Capital submission must be submitted into one of five category definitions provided by the City:

- Health and Safety
- Legislated/City Policy
- State of Good Repair
- Service Improvement and Enhancement
- Growth Related

These categories will be used by the City to establish capital priorities; however, only the first three were considered by the City in developing the 2004 guideline. All projects proposed in the capital program have been evaluated and categorised according to these categories.

A. On-going Projects

There are thirteen projects in this category. These are listed below, by City category:

State of Good Repair:

1 51 Division (\$18.6M)

This Project was initiated in 2001 and construction is expected to be completed by end of 2003 and move in by 1st quarter of 2004. There is a \$1.0M cashflow carry forward into 2004 to complete the project.

It provides for the construction of a new 51 Division at Parliament and Front. The building has been acquired and is being renovated. Historical restoration is in progress and new construction for the parking structure and an extension to the existing structure is completed.

2 State of Good Repair – Police (\$6.5M over 5 years)

This project provides funds for the on-going maintenance and repair of Police-occupied buildings, which is managed by TPS' Facilities Management. The scope of Facilities Management work includes flooring replacement, window coverings, painting, and occupational Health & Safety issues.

3 Firearms Defensive Tactics /Applicant Testing Facility (\$47.4M)

This project provides for the construction of a new single site for a new Police College at Birmingham Drive, which also provides a training facility for Firearms / Defensive Tactics. The site will provide classroom training, firearms training and an applicant testing facility.

Funding for this project includes the Police Vehicle Operations (PVO), including a skid-pad, which will be housed in a Fire Department-owned building (at 40-50 Toryork Drive), and costs are included for accommodation requirements at that site. Due to timing of the project there is a cashflow carry forward of \$1.5M into 2004.

4 23 Division (\$13.3M)

This project was initiated in 2003, and is expected to be completed by 2006. This project provides for the construction of a new 23 Division (with a central lock-up) at Finch and Kipling.

Land was purchased in May 2003 and the design phase is expected to be completed by January 2004. The construction is expected to commence by April 2004.

5 11 Division (\$15.7M)

This project was initiated in 2001 and is expected to be completed by 2007. It provides for the construction of a new 11 Division. A TTC site meeting the established criteria has been identified (at 640 Lansdowne Ave.) and the City Real Estate has initiated the process of acquiring the property. As a result of ongoing site negotiation, there is a \$0.8M cashflow carry forward into 2004.

6 Boat Replacment(\$1.4M)

This provides for the replacement of two vessels, MU22 and MU23, in 2004 as a part of a lifecycle plan that was developed in 1998.

By the end of 2003, the Service will have replaced seven boats, which include two seadoos. There are two boats that are scheduled for 2004 replacement and two in 2005 at which time the lifecycle replacement program will be complete.

7 43 Division (\$12.7M)

This is a City-initiated project and provides funds for the construction of a new division on City-owned land at Manse Road, which has been transferred to the Service. This project is expected to be completed by 2005 and \$2.0M will be cashflow carry forward to 2004.

8 Traffic Services and Central Garage Facilities (\$2.35M Service's share plus \$2.75M Parking)

The relocation of the current facilities and construction of a new facility is required due to the proposed Front Street expansion, resulting from the Waterfront Development Program. City Council in July 2003 approved the acquisition and renovation of a facility at 9 Hanna Street.

The full cost of this project is \$31.9M and the City and the Waterfront Redevelopment Program will fund the replacement value of these facilities at the new location. However, discussions with the City have concluded that the Waterfront Development project should cover only those costs required to establish "the same" facility at a new site. Any costs related to upgrading the facility would be a TPS cost. The Service's share in the replacement of Traffic Services and Garage facility is \$2.35M for the enhanced portion of the facility. The \$2.75M required for the parking area has been included in the 2004 guideline provided.

Service Improvement and Enhancement Projects:

9 Video Tape Storage and Processing (\$3.1M)

This project provides for the acquisition of hardware and software for digital storage of tapes (evidence), which would reduce the hard copy storage requirement and allow quick access to video data. This project addresses the current space shortage for storing videotapes.

This project is divided into two major components:

2. Digital Repository- determining the amount of data required for storage, image resolution for the satisfactory input to a court case and how the number of VHS tapes translate to digital storage media.
3. Digital Video Capture.

The estimated spending for this project in 2003 is \$1.0M with a cashflow carry forward of \$2.1M to 2004.

10 Emergency Generators (\$2.4M)

This project was initiated in 2000 and is expected to be completed by October 2003. It provides for the installation of emergency generators at 18 front-line Police facilities to ensure that the Service's operations are not interrupted during power outages. There are five more facilities to be completed by October 2003.

11 Livescan Fingerprinting System (\$5.0M)

This project was initiated in 2002 and is expected to be completed by 2004. It provides for the replacement of the present manual system with an inkless electronic system. It allows for the exchange of information with various regional police services, and provincial and federal agencies.

The Board approved a contract, which was awarded to Printrak, a Motorola company in July 2002. We required an interface with our mugshot system, which is supported by Comnetix. We could not proceed with a contract with Comnetix until we had a contract with Motorola. Since then we have been finalizing the details of the Requirement Document for the System to present to Comnetix in order to have a contract with them to interface with the new System. We anticipate to have this contract signed by October 2003.

12 Police Integration Systems (Internal & External) (\$5.3M)

This project was initiated in 2002 and is expected to be completed by 2005. It provides for the creation of network connections between various systems (internally and externally). It allows for the internal exchange of information between RIC, AFIS, MCM, as well as external exchange of information between other regional police services, and provincial and federal agencies.

13 TPS Headquarters Renovation (\$1.9M)

This project provides funds for required renovations within Headquarters as a result of organization realignment and to maximize the efficient use of space. The planned 2004 renovation includes Human Resources, Professional Standards, and some work at the Duty Desk.

B. Projects with no funding approval

There are eight projects in this category. These are listed below in priority sequence and identified as to which City category they reflect:

1 Mobile Data Network Conversion – State Of Good Repair (\$1.3M)

There are coverage issues with the existing 800 MHz radio frequency where TPS mobile can not communicate in some areas. To remedy the situation, the TPS must now move its data network to the recommended 450 MHz range. This will involve the replacement of the current radio modems in each vehicle and the replacement of the data network base stations enabling the network to operate over the 450 MHz range.

2 Voice Logging Recording System - State Of Good Repair (\$0.8M)

This project would provide for replacement of Communication Centre Voice Logging System at both 703 Don Mills and 4330 Dufferin sites due to lifecycle factors. Integrity of continuous recordings for 9-1-1 calls is essential, along with all other phone communications, as well as the Voice Radio System. The new system architecture would allow for long term archiving from both sites, immediate retrieval, increased access points for multiple users and the potential for further expansion.

3 Lawfully Authorized Electronic Surveillance - State Of Good Repair (\$1.85)

Lawfully Authorized Electronic Surveillance is an essential component of investigating organized crimes. The telephone industry is constantly changing and making current technology obsolete. The system is currently in need of upgrade or replacement.

4 Investigative Voice Radio System - State Of Good Repair (\$3.6M)

This project would provide for the migration of investigative services users from the existing investigative services radio system to the new emergency services voice radio network as they are approaching their life expectancy. The existing radios will be used for other frontline operations where encryption capability is not required.

5 Operational Health & Safety Furniture Lifecycle Replacement – Health & Safety (\$3.0M)

This project would provide funding for the on-going management of the furniture replacement program currently adopted by the Service.

This would reduce the burden on the operating budget while at the same time allow the Service to be proactive in providing proper furniture to members of the Service, to avoid Occupational Health & Safety issues.

It also includes the replacement of chairs and workstations at the Communication Centre.

6 Mobile Command Post Vehicle - Service Improvement and Enhancement (\$0.75M)

A Mobile Command Vehicle (MCV) provides a readily available forward command post for police and related emergency services personnel to congregate in order to facilitate command and control of site operations and management. A MCV also provides support to both police and joint emergency operations at the site. This vehicle is expensive due to its fabricated body along with a suitable propulsion system that enables the vehicle to manoeuvre in diverse metropolitan geography. It is also equipped with state of the art technology to allow Police Incident Commanders to operate effectively under the Incident Management System. The current command vehicle (ETF8) is approaching its life expectancy. TPS requires a technologically modern Mobile Command Vehicle that would be compatible with other similar vehicles from other emergency services.

7 Police Command Centre - State Of Good Repair (\$0.73M)

This project would provide funds for the renovation and equipping of a Police Command Centre at 703 Don Mills, in the same building as the City of Toronto's Emergency Operations Centre. This location would be equipped with state-of-the art technology, with sufficient space to accommodate government officials, police personnel and other agencies.

This facility would also be used to manage and direct the security of the inhabitants of the City/Community in the event of a massive event/disaster. Training of personnel with respect to managing events/disasters would be conducted at the facility.

8 Facility Fencing - Service Improvement and Enhancement (\$3.7M)

This project will address some site security deficiencies by upgrading existing fencing to an acceptable standard, installing new fencing, where required, to an acceptable standard, installing automatic gates to TPS parking areas, integrating the gate system(s) into the existing security system to provide TPS personnel secure access, and installing appropriate signage.

Operating Budget Impacts

Many capital projects incur subsequent operating costs such as maintenance costs. Each year the operating budget impact is reviewed and updated as part of the annual capital process.

The following table identifies the net operating budget impact in future years, if the 2004-2008 capital budget is approved as submitted.

Net Operating Budget impact of on going and new 2004 projects in future years (\$000's)

Impact	2005	2006	2007	2008
Incremental change, year to year	839	250	412	1,662

It is the Service's expectation that City Council would recognise these costs in the respective operating budgets for the above years. Total operating impact for 2004-2008 is \$10.2M.

Summary

Attachment A summarises the 2004-2008 Capital program. The 2004 projects based on the City categories are as follows:

	(\$000's)
State of Good Repair	19,498
Service Improvement and Enhancement	13,067
Health & Safety	750
Total 2004 Request	33,315

The 2004 portion of the 5-year program can be further broken down as follows:

2004 portion of the Capital submission (000's)	
On-going projects	25,240
2004 projects with no funding approval	8,075
Total 2004 Request	33,315

It is recommended that the Board approve the 2004-2008 Capital Program as reflected in this report, with a 2004 request of \$33.3 million (M) (excluding cash flow carry forwards from 2003), and a total of \$188.8M for 2004-2008.

Although the guideline calls for a funding of \$30M, it is important for the Board to recognize the Service's justification for these needs and assist the Service staff to work with City staff and Council to acquire the necessary funds to address these requests.

As discussions with the City and its Committees progress, decisions may be required regarding the capital budget during the time between meetings of the Board. It is recommended that the Board authorise the Acting Chair to approve, subject to ratification by the Board, changes to the capital budget submission during the time between meetings of the Board.

Mr. Frank Chen, Chief Administrative Officer, Corporate Support Command will be in attendance to answer any questions.

The Board approved the following Motions:

- 1. THAT cash flow deferrals be approved for the following projects:**
 - (a) Firearms/Defensive Tactics and Applicant Testing Facility – cash flow for this project be adjusted by deferring \$1,500,000 allowing adequate funding in 2004 to commence on the design and site work;**
 - (b) No. 43 Division – cash flow for this project be adjusted by deferring \$3,000,000 to 2005 allowing adequate funding in 2004 to commence construction of the building;**
 - (c) No. 11 Division – cash flow for this project be adjusted by deferring \$250,000 to 2005 due to delay in acquiring the site; and**
 - (d) Facility Fencing – the total project will be completed over four years instead of the suggested three years for a cash flow deferral of \$305,000.**
- 2. THAT, with regard to the Mobile Data Network Conversion:**
 - (a) Service staff continue discussions with Industry Canada, Motorola and Telus Mobility to resolve this problem at no cost to the Service; and**
 - (b) that Chief Fantino prepare a report for the November Board meeting containing options available for the Board's consideration in the event Telus Mobility is unable to propose a viable solution.**
- 3. THAT recommendation no. 1 in the foregoing report be received and that the Board approve the 2004 to 2008 capital program submission in the amount of \$188.8 Million and a 2004 request of \$28.3 Million (excluding cash flow carry forwards from 2003); and**
- 4. THAT recommendations no. 2 and 3 in the foregoing report be approved.**

**CAPITAL PROJECTS – 2004-2008 SUBMISSIONS
(000'S)**

Attachment A

Project Name	Plan to end of 2003	2003 C/F C/F	2004-2008 Plan					2004-2008 Total Plan	2009-2013 Total Plan	Total Project Plan	
			2004	2005	2006	2007	2008				
On-going Projects:											
Video Tape Storage & Processing	3,131	2,131	0	0	0	0	0	0	0	3,131	SI
Emergency Generators	2,410	-500	0	0	0	0	0	0	0	2,410	SI
51 Division (Parliament & Front)	18,580	1,000	0	0	0	0	0	0	0	18,580	SG
Livescan Fingerprinting System	1,463	0	3,517	0	0	0	0	3,517	0	4,979	SI
Police Integration Systems (internal & external)	2,050	-300	1,650	1,550		0	0	3,200	0	5,250	SI
State-of-Good-Repair – Police	4,260	0	1,770	1,340	1,140	1,140	1,140	6,530	5,700	16,490	SG
Firearms Def.Tactics/Applicant Testing Facility-(Birmingham Dr)	2,300	1,500	2,600	14,000	14,100	14,400	0	45,100	0	47,400	SG
23 Division (Kipling and Finch)	624	0	2,500	8,750	1,426	0	0	12,676	0	13,300	SG
11 Division (640 Lansdowne Ave.)	800	782	250	3,150	6,750	4,750	0	14,900	0	15,700	SG
TPS Headquarters Renovation	825	0	575	263	250	0	0	1,088	0	1,913	SI
Boat Replacements	500	0	368	500	0	0	0	868	0	1,368	SG
43 Division	4,790	2,000	6,910	1,000	0	0	0	7,910	0	12,700	SG
Traffic Services and Garage facility	0	0	5,100	0	0	0	0	5,100	0	5,100	SG
Total On-going Projects:	41,733	6,613	25,240	30,553	23,666	20,290	1,140	100,888	5,700	148,321	

Project Name	Plan to end of 2003	2003 C/F C/F	2004-2008 Plan					2004-2008 Total Plan	2009-2013 Total Plan	Total Project Plan	
			2004	2005	2006	2007	2008				
2004 Projects: (Priority)											
Mobile Data Network Conversion	0	0	1,300	0	0	0	0	1,300	0	1,300	SG
Voice Logging Recording System	0	0	400	273	131	0	0	804	0	804	SG
Lawfully Authorized Electronic Surveillance	0	0	1,850	0	0	0	0	1,850	0	1,850	SG
Investigative Voice Radio System	0	0	1,200	1,200	1,200	0	0	3,600	0	3,600	SG
Operational H&S Furniture Lifecycle Replacement	0	0	750	750	750	750	0	3,000	0	3,000	SG
Mobile Command Post Vehicle	0	0	750	0	0	0	0	750	0	750	SI
Police Command Centre	0	0	605	120	0	0	0	725	0	725	SG
Facility Fencing	0	0	1,220	1,220	1,220	0	0	3,660	0	3,660	SI
Total 2004 Capital submission	0	0	8,075	3,563	3,301	750	0	15,689	0	15,689	
Projects beginning after 2004:											
52 Division	0	0	0	1,800	2,200	2,550	0	6,550		6,550	SG
Digital Photography Conversion	0	0	0	613	0	0	0	613	200	813	SI
Reporting Tools	0	0	0	500	0	0	0	500	0	500	SI
Replacement of Call Management Tools	0	0	0	500	1,075	550	0	2,125	0	2,125	SI
Strong Authentication- Computer Security	0	0	0	500	206	0	0	706	0	706	SI
HRMS additional functionality	0	0	0	988	488	0	0	1,476	0	1,476	SI
TRMS additional functionality	0	0	0	1,250	300	0	0	1,550	0	1,550	SI
Mobile Personal Communication to Police Information System	0	0	0	200	900	1,000	1,000	3,100	0	3,100	SI
Automated Vehicle Location System Expansion	0	0	0	650	650	0	0	1,300	0	1,300	SI
14 Division	0	0	0	2,250	5,850	7,050	1,050	16,200	0	16,200	SG
41 Division	0	0	0	350	3,100	5,950	4,250	13,650	0	13,650	SG
Detective Support Services	0	0	0	0	500	5,500	0	6,000	14,000	20,000	SG
54 Division	0	0	0	0	0	350	3,900	4,250	10,050	14,300	SG
32 Division	0	0	0	0	0	4,000	2,465	6,465	900	7,365	SG
FIS Printer	0	0	0	0	0	240	0	240	0	240	SG

Project Name	Plan to end of 2003	2003 C/F C/F	2004-2008 Plan					2004-2008 Total Plan	2009-2013 Total Plan	Total Project Plan	
			2004	2005	2006	2007	2008				
Additional Facilities	0	0	0	0	0	7,500	0	7,500	96,800	104,300	SG
13 Division	0	0	0	0	0	0	0	0	14,300	14,300	SG
Total after 2004 Capital submission	0	0	0	9,601	12,151	15,873	22,127	59,276	110,900	170,176	
TOTAL CAPITAL SUBMISSION	41,733	6,613	33,315	43,717	42,236	55,730	13,805	188,803	141,950	372,485	

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 11, 2003**

**#P360. BOARD MEETING SCHEDULE, GOVERNANCE RETREATS AND
CONFERENCE DATES FOR 2004**

The Board was in receipt of the following report DECEMBER 08, 2003 from Joanne Campbell, Executive Director, Toronto Police Services Board:

Subject: BOARD MEETING SCHEDULE, GOVERNANCE RETREATS AND
CONFERENCE DATES FOR 2004

Recommendation:

It is recommended that the Board adopt the meeting schedule contained in the following report.

Background:

Board Meetings

At its meeting on December 2 and 4, 2003 City Council established its 2004 meeting schedule. To avoid conflicts with Council and its Committees the following schedule is proposed for the Board in 2004:

January 22

February 26

March 25

April 29

May 27

June 29 (Tuesday)

July 29

August 26

September 23

October 4 (Monday, 5:30 PM, public meeting for the purpose of receiving a preliminary report, presentation and hearing deputations with respect to the 2005 – 2009 Capital Program)

October 21

November 1 (Monday, 5:30 PM, public meeting for the purpose of receiving a preliminary report, presentation and hearing deputations with respect to the 2005 Operating Budget)

November 18

December 16

Unless otherwise noted, all meetings are held on a Thursday with an in camera meeting commencing at 10:00 AM in the Police Services Board's boardroom and a public meeting commencing at 1:30 PM in the 2nd Floor Auditorium of Toronto Police Headquarters.

As usual, it is possible that the autumn 2004 meeting schedule and the dates for the 2 special public board meetings dedicated to budget issues may be revised depending upon the City of Toronto's budget process.

Governance Retreats

It has been the Board's practice to hold Governance Retreats for the purpose of establishing priorities and developing governance plans and policies. The Board held 2 retreat days in 1995, and 3 retreat days in 1996. The Board convened 2 retreat days in each of 2000, 2002 and 2003. For 2004, Board members should note the following as tentative retreat days. Board staff will confirm these dates with all Board members.

Friday February 13, 9:30 AM - 3:00 PM

Friday September 10, 9:30 AM - 3:00 PM

Key Conferences

Board members should also note the following 2 conferences:

Ontario Association of Police Services Boards' Annual Conference

Hamilton, Ontario

May 6-9, 2004

Canadian Association of Police Boards' Annual Conference

Vancouver, British Columbia

August 18-21, 2004

The Board approved the foregoing with the exception of the recommended Board meeting dates for the months June, August and November 2004; and the Board also approved the addition of one meeting which has been scheduled for Tuesday, January 06, 2004.

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 11, 2003**

#P361. ADJOURNMENT

A. Milliken Heisey, Q.C.
Acting Chair